DCXPD DESIGNATED ACTIVITY COMPANY

SERIES MEMORANDUM

GREAT NORTH PARTNERS III (SERIES 510) NOTES DUE 2026
ISSUED UNDER ITS DRIFTWOOD EUR 10 BILLION SECURED NOTE PROGRAMME

DATED 19 October **2023**

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1 GENERAL

This Series Memorandum (as used herein, this "**Series Memorandum**") is prepared in connection with the EUR 10,000,000,000 secured note programme (the "**Programme**") of DCXPD Designated Activity Company (the "**Issuer**") and is issued in conjunction with, and incorporates by reference the contents of, the Programme Memorandum dated 13 April 2023 relating to the Programme (the "**Programme Memorandum**").

Neither this Series Memorandum nor the Programme Memorandum, nor the Programme Memorandum together with the Series Memorandum constitutes a prospectus for the purposes of Regulation 2017/1129/EU (the "**Prospectus Regulation**") or the version of the Prospectus Regulation that forms part of domestic law of the United Kingdom of Great Britain and Northern Ireland ("**UK**") by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Prospectus Regulation**").

This document should be read in conjunction with the Programme Memorandum and the Master Conditions (April 2023 Edition) (*which are included in the Programme Memorandum*). Save where the context otherwise requires, terms defined in the Programme Memorandum (*including in the Master Definitions (April 2023 Edition) which are included in the Programme Memorandum*) have the same meaning when used in this Series Memorandum. Recipients of this Series Memorandum who intend to subscribe for or purchase any Notes are reminded that any subscription or purchase may only be made on the basis of the information contained in this Series Memorandum and the Programme Memorandum.

Subject as set out below the Issuer accepts responsibility for the information contained in this Series Memorandum other than the information in:

(i) the following sections of the Series Memorandum:

1. Information relating to the Programme Structurer;

2. Information relating to the Programme Coordinator;

3. Information relating to the Calculation Agent;

4. Information relating to the Back Office Agent and Charged Assets Realisation Agent;

5. Information relating to the Charged Assets; and

(ii) the Investment Summary, Underlying Risk Factors, Limited Partnership Agreement and Subscription Agreement, each as appended to this Series Memorandum.

To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), such information for which it accepts responsibility contained in this Series Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer confirms that the information in the sections referred to in (i)1 to 5 above has been accurately reproduced from information provided by (a) the Programme Structurer (in respect of (i)(1), (b) the Programme Coordinator (in respect of (i)(2), (c) the Calculation Agent (in respect of (i)(3), (d) the Back Office Agent and Charged Assets Realisation Agent (in respect of (i)(4) and (e) the Partnership (as defined in the risk factor entitled 'Investment in the Series Assets' in paragraph 3.4 below) (in respect of ((i)(5) and (ii)), and as far as the Issuer is able to ascertain, no facts have been omitted which would render the reproduced information inaccurate or misleading.

This Series Memorandum does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Series Memorandum in any jurisdiction where such action is required.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Series Memorandum or the Programme Memorandum. If given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Programme Structurer, the Programme Coordinator, the Trustee or any of them or any other person. Such information or representation could potentially be misleading in a material respect and should not be relied upon for the purposes of any assessment of whether to invest in the Notes.

Neither the delivery of this Series Memorandum or the Programme Memorandum nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The Trustee has not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking is made, whether express or implied, and no responsibility or liability is accepted by the Trustee as to the accuracy, completeness or nature of the information contained in this Series Memorandum, the Programme Memorandum, the Investment Summary, Underlying Risk Factors, the Limited Partnership Agreement and Subscription Agreement (which are appended to this Series Memorandum) or with respect to the legality of an investment in the Notes by any prospective investor or purchaser under applicable laws or investment restrictions or similar laws or regulations.

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of the provisions set out within this Series Memorandum and the Programme Memorandum.

UNITED STATES

The Notes, which are described in this Series Memorandum, have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "Securities Act") or the securities laws of any of the States of the United States. Accordingly, the Notes are being offered and sold only in bearer form pursuant to the exemption afforded by Regulation S promulgated under the Securities Act solely outside of the United States and solely to non-UISSUER persons and in specific reliance upon the representations by each Noteholder that (1) at the time of the offer and sale of the Notes to the Noteholder, the Noteholder was not a US Person as defined in Regulation S promulgated under the Securities Act, and (2) at the time of the offer and sale of the Notes to the Noteholder and, as of the date of the execution and delivery of any purchasing or subscription agreement by the Noteholder, the Noteholder was outside of the United States. The Notes may not be offered or sold in the United States or to US Persons (as defined in Regulation S) unless the Notes are registered under the Securities Act, or an exemption from the registration requirements of the Securities Act is available. The Notes are subject to certain United States tax law requirements.

IMPORTANT – PROHIBITION ON OFFERS IN THE EUROPEAN ECONOMIC AREA AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

The Notes may not be offered, sold or otherwise made available in any Member State of the European Economic Area ("**EEA**") or in the United Kingdom of Great Britain and Northern Ireland ("**UK**").

IMPORTANT – EEA INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any investor in the EEA. This prohibition applies regardless of the status of the investor, the minimum denomination of the Notes or the minimum subscription amount of the offer.

IMPORTANT - UK INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any investor in the UK. This prohibition applies regardless of the status of the investor, the minimum denomination of the Notes or the minimum subscription amount of the offer.

In this Series Memorandum any reference to any EU directive, EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (an "**EU Matter**") which forms part of UK domestic law by application of the EUWA shall be read as including a reference to that EU Matter as it forms (by virtue of the EUWA) part of UK domestic law and as modified by UK domestic law from time to time. For the purposes of this paragraph, (i) "domestic law" shall have the meaning given in the EUWA; and (ii) any other words and expressions shall, unless the context otherwise provides, have the meanings given in the European Union (Withdrawal) Act 2018.

The Notes are illiquid investments, the purchase of which involves substantial risks. Any investor investing in the Notes should fully consider, understand and appreciate those risks.

Purchasers of Notes should conduct such independent investigation and analysis regarding the Issuer, the Partnership, the Charged Assets, Investment Summary, Underlying Risk Factors, Limited Partnership Agreement, Subscription Agreement and the Notes as they deem appropriate to evaluate the merits and risks of an investment in the Notes, as the Notes described in this Series Memorandum may not be suitable for all purchasers of Notes. Purchasers of Notes should have sufficient knowledge and experience in financial, taxation, accounting, capital treatment and business matters, and access to, and knowledge of, appropriate analytical resources, to evaluate the information contained in this Series Memorandum and the Programme Memorandum and the merits and risks of investing in the Notes in the context of their financial and regulatory position and circumstances. This Series Memorandum and the Programme Memorandum do not describe all of the risks and investment considerations applicable to an investment in the Notes. The risks and investment considerations identified in this Series Memorandum and the Programme Memorandum are provided as general information only and the Issuer disclaims any responsibility to advise purchasers of Notes of the risks and investment considerations associated with the purchase of the Notes as they may exist at the date hereof or as they may from time to time alter.

PARTICULAR ATTENTION IS DRAWN TO THE SECTION OF THIS SERIES MEMORANDUM HEADED "RISK FACTORS".

IMPORTANT INFORMATION

INVESTOR ACKNOWLEDGEMENTS, CONFIRMATIONS, REPRESENTATIONS AND UNDERTAKINGS

Persons acquiring the Notes will be deemed to provide the confirmations, representations, acknowledgements and undertakings to the Issuer as set out below. Persons acquiring the Notes should carefully review the following information before deciding whether to purchase the Notes. In particular, they should ensure that they are satisfied with the terms of the acknowledgements, confirmations, representations and undertakings which they will be deemed to have provided by purchasing the Notes.

Product Information

Full information on the Issuer, the Programme and the Notes is only available on the basis of the combination of the provisions set out in the Programme Memorandum and this Series Memorandum.

Investor Confirmation and Representation

Each investor acquiring the Notes shall be deemed to have confirmed and represented to the Issuer that:

1. they have the knowledge and experience in financial and business matters necessary to enable them to evaluate the information contained in the Programme Memorandum and the Series Memorandum and the merits and risks of an investment in the Notes in the context of their own financial circumstances and investment objectives;

2. they have conducted such independent investigation and analysis regarding the Issuer, the Programme, the Charged Assets and the Notes and such market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Notes;

3. they have read and understand the detailed information set out, and incorporated, in the Programme Memorandum and the Series Memorandum prior to making any investment decision, including, without limitation, the risk factors in relation to the Notes contained in the Programme Memorandum and the Series Memorandum; and

4. their decision to purchase the Notes has been made based upon their independent investigations and they acknowledge that none of the Issuer, the Programme Structurer, the Programme Coordinator, the Charged Assets Realisation Agent, the Trustee, the Issue Agent and Principal Paying Agent, the Back Office Agent or any other Agent nor any affiliate of any of them or other person on their behalf has made any investigation of, or has made any representation or warranty, express or implied, as to the merits, suitability or appropriateness of their purchase of the Notes.

Selling Restrictions

There are restrictions on the offer or sale of Notes and on the distribution of the offering materials (including the Programme Memorandum and this Series Memorandum) (the "**Selling Restrictions**"). See further the section of the Programme Memorandum entitled "*Subscription and Sale*" and the section in this Series Memorandum entitled "*Distribution, Issuance Process and Selling Restrictions*".

GWM LTD as Back Office Agent will limit its interaction to regulated financial institutions and GWM LTD cannot interact with retail clients. Purchasers should be aware that the Back Office Agent does not conduct any due diligence on, nor establish the suitability requirements of any investors in the Notes.

Investor Acknowledgement, Confirmation, Representation and Undertaking

Each investor acquiring the Notes shall be deemed to have acknowledged, confirmed, represented, and undertaken to the Issuer that:

1. they are a person by whom the Notes may be lawfully purchased in accordance with the Selling Restrictions and the laws of the jurisdiction in which they are located;

2. they will comply with the Selling Restrictions and all laws, rules, regulations and directives in any jurisdiction in which they sell the Notes;

3. the Notes have not been and will not be registered under the United States Securities Act of 1933 (the "**Securities Act**") and may not be offered or sold within the United States or to or for the account or benefit of a U.S. person as defined in Regulation S (under the Securities Act);

4. the Notes may be not offered, sold or otherwise made available to any investor otherwise than in compliance with the Selling Restrictions;

5. the Notes may not be offered, sold or otherwise made available in any Member State of the European Economic Area ("**EEA**") or in the United Kingdom of Great Britain and Northern Ireland ("**UK**") and should not be offered, sold or otherwise made available to any investor in the EEA or in the UK. This prohibition applies regardless of the status of the investor, the minimum denomination of the Notes or the minimum subscription amount of the offer;

6. as detailed above, the Notes may not be offered, sold or otherwise made available to any investor in the EEA regardless of their status. Accordingly, Notes may not be offered, sold or otherwise made available to any retail investor within the EEA;

7. as detailed above, the Notes may not be offered, sold or otherwise made available to any investor in the UK regardless of their status. Accordingly, Notes may not be offered, sold or otherwise made available to any retail investor within the UK; and

8. no action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Programme Memorandum and / or the Series Memorandum or any other offering material, in any country or jurisdiction where action for that purpose is required.

2 DOCUMENTS INCORPORATED BY REFERENCE

The Programme Memorandum is incorporated in, and shall be taken to form part of, this Series Memorandum. This Series Memorandum must be read and construed in conjunction with the Programme Memorandum and shall be deemed to modify and supersede the contents of such document to the extent that a statement contained herein is inconsistent with such contents.

3 RISK FACTORS

3.1 General

The purchase of the Notes involves substantial risks. Each prospective purchaser of the Notes should be familiar with instruments having characteristics similar to the Notes and should fully understand the terms of the Notes and the nature and extent of its exposure to risk of loss.

The Programme Memorandum also contains further paragraphs headed "Risk Factors" and they should be considered by prospective investors in conjunction with the risk factors set out below before making any investment decisions.

Before making an investment decision prospective purchasers of the Notes should conduct such independent investigation and analysis regarding the Issuer, the Charged Assets, the Partnership, Investment Summary, Underlying Risk Factors, Limited Partnership Agreement and Subscription Agreement, the Notes and all other relevant persons and such market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Notes. As part of such independent investigation and analysis, prospective purchasers of Notes should consider carefully all the information set forth in this Series Memorandum and in the Programme Memorandum and the considerations set out below.

Investment in the Notes is only suitable for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the information contained in this Series Memorandum and in the Programme Memorandum and the merits and risks of an investment in the Notes in the context of the investor's own financial circumstances and investment objectives.

Investment in the Notes (or a participation therein) is only suitable for investors who:

1. are capable of bearing the economic risk of an investment in the Notes (or a participation therein) for a period up to and until the redemption of the Notes;

2. are acquiring an interest in the Notes (or a participation therein) for their own account for investment, not with a view to resale, distribution or other disposition of such interest (subject to any applicable law requiring that the disposition of the investor's property be within its control); and

3. recognise that it may not be possible to make any transfer of the Notes (or a participation therein) for a substantial period of time, if at all.

Each of the Issuer, the Programme Structurer and the Programme Coordinator may, in its discretion, disregard interest shown by a prospective investor even though that investor satisfies the foregoing suitability standards.

Each prospective investor should ensure that it fully understands the nature of the transaction into which it is entering and the nature and extent of its exposure to the risk of loss of all or a substantial part of its investment. Attention is drawn, in particular, to the Conditions in the Master Conditions (April 2023 Edition) (which are included in the Programme Memorandum) entitled 'Security' and 'Enforcement and Limited Recourse' and the section in this Series Memorandum entitled 'Information relating to the Charged Assets'.

3.2 Risks relating to the Issuer

Special purpose company

The Issuer is a special purpose company and has been established for the purpose of issuing multiple Series of secured Notes under the Programme. The Issuer has issued share capital only in the amount of EUR 1 (one euro). Should any unforeseen expenses or liabilities (which have not been provided for) arise, the Issuer may be unable to meet them, leading to an Event of Default under the Notes.

There is no certainty that Noteholders will recover any amounts payable under the Notes. Due to the limited recourse nature of the Notes (see '*Limited recourse*' below), claims in respect of the Notes are limited to the proceeds of enforcement of the Mortgaged Property (being principally comprised of the Charged Assets and any Series Settlement Account Entitlement) after the deduction of any applicable expenses. In addition, if a claim is brought against the Issuer (whether under statute, common law or otherwise) which is not subject to such contractual limited recourse provisions, the only assets available to meet such claim would be the proceeds of the issuance of the Issuer's ordinary shares and any profits of the Issuer generated by its participation in the Programme to the extent any remain as at the date of such claim and are available to meet such claim. Prospective investors should note that the Issuer is not expected to retain any significant profits from its participation in the Programme. The only other assets of the Issuer will be the assets on which each Series is secured, which will be subject to the prior security interests of the relevant Noteholders and any other secured parties under that Series.

Limited recourse

The Notes will be limited recourse obligations of the Issuer secured on the Mortgaged Property (being principally comprised of the Charged Assets and any Series Settlement Account Entitlement) and are not or will not (as the case may be) be obligations or responsibilities of, or guaranteed by, any other person or entity. **For the avoidance of doubt, none of the Trustee, the Programme Structurer, the Programme Coordinator, any Agent appointed by the Issuer or any other person has any obligation to any Noteholder for payment of any amount by the Issuer in respect of the Notes. There is no person that guarantees to Noteholders that they will recover any amounts payable under the Notes.**

The ability of the Issuer to meet its obligations in respect of the Notes will be dependent on the receipt by the Issuer of moneys due to it under the Mortgaged Property (including the Charged Assets comprised therein) and any Series Settlement Account Entitlement. The Noteholders shall have no recourse to the Issuer beyond the moneys derived by or on behalf of the Issuer in respect of the Mortgaged Property and any Series Settlement Account Entitlement. To the extent that there is a shortfall in the moneys derived from the Mortgaged Property together with any Series Settlement Account Entitlement, the Issuer will have insufficient funds available to meet its obligations in respect of the Notes. In such event, any shortfall would be borne by the Noteholders in accordance with the priorities specified in the Conditions. See '*Nature of the investment*' below.

For the avoidance of doubt, Notes are not, and do not represent or convey any interest in the Charged Assets nor do they confer on the Noteholder any right (whether in respect of voting, dividend or other distribution) which a holder of any Charged Assets may have had. The Issuer is not an agent of the Noteholder for any purpose.

3.3 Risks relating to the Notes

Nature of the investment

These Notes are not principal protected and are a high-risk investment in the form of a debt instrument. The Noteholders are neither assured of repayment of the capital invested nor are they assured of payment of a stated rate of interest or of any interest at all. The Notes give

Noteholders exposure to the Charged Assets (being principally comprised of the LP Interests (as defined below)), see "*Information relating to the Charged Assets*" below.

Any payments to be made on the Notes depend on the amounts received by the Issuer in respect of the Charged Assets. Should the Charged Assets decrease in value, Noteholders will incur a partial or total loss of their investment. Even if the Charged Assets increase in value, Noteholders may incur a partial or total loss of their investment to the extent that the appreciation of the Charged Assets is not sufficient to account for fees, costs and expenses of the Issuer.

In certain circumstances, described in the Conditions of the Notes, the Notes will be redeemed early pursuant to a Mandatory Redemption Event (including an Additional Mandatory Redemption Event), an Optional Redemption or following an Event of Default and Noteholders shall be entitled to receive only such amount as is available following the sale, redemption or other means of realisation of the Charged Assets, subject to the provisions of the Notes described under '*Limited recourse*' above. In addition, it is possible that the Notes could be redeemed at zero in some circumstances. See "*Redemption at Zero*" below.

In general, redemption payments to be made on the Notes are calculated with reference to the value of the proceeds of the Charged Assets. However, if and to the extent that the amount payable by the Issuer in accordance with the Notes to the Noteholders is greater than the amount received by the Issuer in respect of the redemption of the Charged Assets, each Noteholder shall be entitled to receive only its *pro rata* share of such amount as is received by the Issuer under the Charged Assets after deduction of any applicable costs and expenses.

A redemption of the Notes may also be satisfied in some circumstances by a Delivery in Kind whereby the obligations of the Issuer are satisfied by a delivery of Charged Assets rather than by a cash payment. See "*Delivery in Kind*" below.

Redemption at Zero

Prospective investors in the Notes should be aware that the Conditions of the Notes provide that they may be redeemed at zero in extraordinary circumstances where it is not possible to realise the Charged Assets or where a Delivery in Kind cannot be effected. In the event of a redemption at zero, investors would lose their total investment and would have no further recourse against the Issuer or any other person. See further the risk factors entitled "*Charged Assets Realisation and Redemption at Zero*" and "*Delivery in Kind and Redemption at Zero*" in the Programme Memorandum.

Change of law, tax and administrative practice

The structure of the transaction and, *inter alia*, the issue of the Notes are based on legal, tax and administrative practice in effect at the date hereof, and having due regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given that legal, tax or administrative practice will not change after the Issue Date or that such change will not adversely impact the structure of the transaction and the treatment of the Notes.

Fees payable by the Issuer

The amounts payable under the Notes are based on the performance of the Charged Assets after deduction of Ordinary Expenses, Extraordinary Expenses, Acquisition and Realisation Costs and any Tax Liabilities (*each as defined in Special Condition 1 (Definitions)*). Such expenses include fees due to the Programme Coordinator, the Trustee and the Agents, any other transaction related fees incurred by the Issuer in respect of the issuance of the Notes

and a portion of any fees, costs and expenses related to the Programme or the operation and maintenance of the Issuer which are not directly attributable to any one Series of Notes. The relevant expenses are further described in Section 7 (*Description of the Fees and Expenses*) of this Series Memorandum.

In consideration of the investment by the Issuer in the LP Interests, the Partnership (as defined below) has agreed to pay a facilitation fee to the Issuer. The Issuer intends to apply the facilitation fee towards the discharge of the Ordinary Expenses (other than Uncovered Ordinary Expenses) payable by it in respect of the Notes. The Partnership has further agreed to fund the payment of any Uncovered Ordinary Expenses and Extraordinary Expenses incurred by the Issuer. Investors should be aware that the payment of such amounts by the Partnership will result in a corresponding reduction in the value of the LP Interests. In the event that the Partnership fails to pay such amounts, the Programme Structurer has agreed that it will pay such amounts to the Issuer.

If the Partnership fails to pay such amounts, and the relevant amounts are not received by the Issuer from the Programme Structurer, such amounts will be funded from proceeds of the Charged Assets and a portion of the Charged Assets may be realised by the Issuer from time to time to fund such amounts or such amounts may be deducted from any payments on the Notes.

Any Acquisition and Realisation Costs and Tax Liabilities will be funded from the Charged Assets.

In connection with the offer and sale of the Notes, the Issuer, the Programme Structurer, the Programme Coordinator, or any of their associated companies may, directly or indirectly, pay fees in varying amounts to third parties or, as the case may be, receive fees (including but not limited to distribution fees and retrocessions) in varying amounts, including, from third parties (which may include any Transaction Parties). Each Noteholder acknowledges that the Programme Structurer and Programme Coordinator or any of their associated companies may retain all or part of such fees.

(See also the risk factor entitled "*Fees payable by the Partnership*".)

Optional Redemption by the Issuer

Investors in the Notes should be aware that the Issuer has the option at any time, to redeem the Notes either in whole or in part, subject to the notice requirements set out in the Conditions. Such notice may only be revoked by the Issuer with the consent of the Trustee in accordance with the Conditions. In the case of a redemption of the Notes in whole, they shall be redeemed at their Early Redemption Amount and in case of a redemption of the Notes in part, they shall be redeemed by payment of a portion of the principal amount outstanding of each Note as specified in a notice by the Issuer.

Prospective Investors should be aware that should the LP Interests be redeemed by the Partnership in advance of the Maturity Date or, as applicable, Extended Maturity Date of the Notes, the Issuer may be required to or may elect to fully or partially redeem the Notes with the proceeds of such redemption. Investors should be aware that they may accordingly receive the redemption proceeds in respect of the Notes, either in whole or in part, prior to the stated Maturity Date or the Extended Maturity Date.

No Optional Redemption by Noteholders

Investors in the Notes should be aware that the Conditions of the Notes do not permit the Noteholders to submit requests for their Notes to be redeemed prior to the Maturity Date or

Extended Maturity Date. Accordingly, the Notes should only be acquired by investors who are willing to hold their Notes until the Maturity Date or Extended Maturity Date, as the case may be.

Delivery in Kind

Investors in the Notes should be aware that the Conditions of the Notes permit the Issuer to satisfy its obligations to the holders of the Notes by delivery of a portion of the Net Charged Assets (being the Charged Assets less a provision for certain specified costs and expenses) (a "**Delivery in Kind**"). Delivery of the Net Charged Assets shall be made either to the Noteholders or to a Charged Assets Holding Agent on behalf of the Noteholders.

Before delivery can be made to a Charged Assets Holding Agent, the Issuer must give prior notice to the Noteholders specifying the identity of the Charged Assets Holding Agent (which shall be selected in good faith by the Issuer), the terms on which it is to hold the Net Charged Assets and the rights of the Noteholders in respect of the Net Charged Assets. These matters shall be determined by the Issuer acting in good faith with due regard to the LP Interests of the Noteholders provided however that the Issuer shall have no liability to the Noteholders or any other person for any loss arising out of or in connection with such matters. Noteholders should be aware that there can be no assurance that the relationship between the Noteholders and the Charged Assets Holding Agent will replicate the relationship between the Noteholders and the Issuer (including in respect of the legal and economic rights of the Noteholders and the tax status of the investment). The rights of the Noteholders following a Delivery in Kind to the Charged Assets Holding Agent may be materially less favourable than the rights of Noteholders against the Issuer and Noteholders may suffer a loss on their investment following a Delivery in Kind to the Charged Assets Holding Agent.

If a Delivery in Kind is initiated it may result in the Notes being redeemed at zero including where it is not possible to complete delivery of the Net Charged Assets. See further the risk factor entitled "*Delivery in Kind and Redemption at Zero*" in the Programme Memorandum.

Suspension of Redemptions

Investors should be aware that if the Issuer does not receive certain documents which are deliverable to it by the Programme Structurer, this may result in redemptions of the Notes being suspended. If any Notes are to be redeemed on a day on which redemptions are suspended, the day for such redemptions shall, unless otherwise determined by the Issuer, be postponed until the first Business Day falling after the end of the period during which redemptions are suspended. See further the risk factor entitled "*Risks Relating to Deliverable Documents and Redemption of the Notes*" below.

Liquidity

No secondary market for the Notes currently exists or is expected to develop. Furthermore, it will not be possible for investors to redeem their Notes prior to the Maturity Date or Extended Maturity Date, as the case may be (see further the risk factor entitled "*No Optional Redemption by Noteholders*" above). Prospective purchasers of the Notes should therefore recognise that they may not be able to liquidate their investment in the Notes. Investment in the Notes is therefore only suitable for investors who are capable of bearing the economic risk of an investment in the Notes for an indefinite period of time and are not acquiring the Notes with a view to a potential resale, distribution or other disposition at some future date.

Application has been made to list the Notes on the Vienna MTF of the Vienna Stock Exchange. Listing is expected to take place on or about the Issue Date but no assurance can be given

that such application will be granted. Even if the Notes are listed, it is not anticipated that a secondary trading market or liquidity will develop.

Extended Maturity Date

The term of the Notes may be extended for further periods of up to two (2) years, subject to a maximum total extension of twelve (12) years, provided that the Calculation Agent, at the request of the Issuer, has given a notice (the "**Extension Notice**") to the Trustee, the Principal Paying Agent and the Noteholders no less than one (1) calendar month prior to the Maturity Date or any Extended Maturity Date, if applicable, stating that such extension shall take place in respect of the Notes. If no Extension Notice, or no further Extension Notices (if applicable) are delivered by the Calculation Agent, the Notes shall be redeemed on the Maturity Date or on the date stated in the final Extension Notice (such date being the "**Extended Maturity Date**").

Market and legal risk

The Notes will constitute secured, limited recourse obligations of the Issuer, recourse in respect of which will, in effect, be limited to the proceeds of the Mortgaged Property (which principally comprises the Charged Assets) and any Series Settlement Account Entitlement relating to the Notes and no other assets of the Issuer will be available to satisfy claims of Noteholders. The Issuer's obligations to the Noteholders are solely funded by, and primarily secured on, the Charged Assets. Therefore, to the extent that the value of the Charged Assets falls, payment under the Charged Assets is not made, the Charged Assets cannot be sold or if the relevant security arrangements would not be enforceable, a loss of principal or interest or both under the Notes will result. Noteholders therefore assume the market and legal risk of the Charged Assets.

None of the Issuer, the Programme Structurer, the Programme Coordinator, the Trustee, the Principal Paying Agent, the Charged Assets Realisation Agent, the Calculation Agent, the Back Office Agent, or any other Agent nor any affiliate of any of them or other person on their behalf has made any investigation of, or makes any representation or warranty, express or implied, as to the financial or other condition of the Charged Assets.

None of the Issuer, the Programme Structurer, the Programme Coordinator, the Trustee, the Principal Paying Agent, the Charged Assets Realisation Agent, the Calculation Agent, the Back Office Agent, or any other Agent nor any affiliate of any of them (or any person on their behalf) assume any responsibility vis-à-vis the Noteholders for the economic success or lack of success of an investment in the Notes, or the performance, the value or terms of the Charged Assets. Such parties will not have any responsibility or duty to make any such investigations, to keep any such matters under review, to provide the Noteholders, or prospective purchasers of the Notes, with any information in relation to such matters, or to advise as to the attendant risks.

Legal opinions

No legal opinions will be obtained with respect to any applicable laws, including the laws governing the Charged Assets or as to the validity, enforceability or binding nature of the Charged Assets.

Clearing Systems

The Notes will be represented by one or more Temporary Global Notes and Permanent Global Notes. Such Global Notes will be deposited with a common depositary for Euroclear and

Clearstream, Luxembourg. See further the risk factor entitled "*Clearing Systems*" in the Programme Memorandum.

Risks Relating to Deliverable Documents and Redemption of the Notes

The Programme Structurer has agreed to deliver, or procure the delivery of, certain Audit Deliverable Documents and Non-Audit Deliverable Documents *(each as defined in Special Condition 1 (Definitions)*) to the Issuer. These documents are required, amongst other things, to enable the Calculation Agent to determine the valuation of the Charged Assets and to prepare its NAV Reports. Prospective investors should be aware that if the Programme Structurer fails to deliver or procure the delivery of the required documents, such failure will give rise to a number of consequences which may have adverse effects for Noteholders.

If an Audit Deliverable Document is not received by or on behalf of the Issuer by its respective due date, the Issuer will notify Noteholders of the failure to receive such document and:

(A) the obligation of the Calculation Agent to prepare the NAV Reports shall be suspended;

(B) all subscriptions and redemptions of the Notes shall be suspended; and

(C) all further investments by or on behalf of the Issuer in Charged Assets shall be suspended,

in each case until such time as the failure is remedied to the satisfaction of the Issuer.

In addition, if the failure to deliver an Audit Deliverable Document is not remedied by the first day of the third month following the month in which the respective due date occurs (i.e. the 1st of October where the due date falls on any date in July), the Issuer may elect to effect an optional redemption of all of the Notes.

If a Non-Audit Deliverable Document is not received by or on behalf of the Issuer by the date falling thirty (30) days after its respective due date the Issuer will notify Noteholders of the failure to receive such document and:

(A) the obligation of the Calculation Agent to prepare a NAV Report shall be suspended;

(B) all subscriptions and redemptions of the Notes shall be suspended; and

(C) all investments by or on behalf of the Issuer in Charged Assets shall be suspended,

in each case until such time as the failure is remedied to the satisfaction of the Issuer.

In addition, if the failure to deliver a Non-Audit Deliverable Document is not remedied by the day falling ninety (90) days after its respective due date the Issuer may elect to effect an optional redemption of all of the Notes.

No assurance of Interest Payments

The Issuer intends to make interest payments on the Notes following the receipt of distributions from the LP Interests. The amount of interest payable in respect of each Note will be its share of the Distribution Proceeds received by the Issuer in respect of the LP Interests less any costs, expenses, taxes and duties incurred or likely to be incurred in connection with the receipt of such revenue and subject to deduction of any outstanding fees pursuant to Special Condition 10 (*Fees*).

The payment of any interest amounts by the Issuer in respect the Notes is accordingly dependent upon the receipt by the Issuer of Distribution Proceeds in respect of the LP Interests. As disclosed in the Investment Summary and Limited Partnership Agreement, the Partnership expects to make quarterly distributions in respect of the LP Interests in accordance with the provisions thereof. However, there is no guarantee as to when, if at all, such periodic distributions will be declared or made, or as to the amount of any such distributions.

Investors may acquire less than the Principal Amount of the Notes Issued

Investors should be aware that upon their issuance, the Notes will initially be transferred to an account of the Issuer with The Bank of New York Mellon, London Branch where they will be held until their acquisition by investors or until they are cancelled. Until such time as Notes are acquired by investors, the Issuer will not have funds to invest in Charged Assets and only when Notes are transferred from the account of the Issuer with The Bank of New York Mellon, London branch, to an investor subscribing for the Notes will the Issuer be able to invest the net proceeds of issuance of such Notes in Charged Assets with a principal amount equal to such net proceeds of issuance. The Notes may be held in the account of the Issuer for significant periods of time before being acquired by investors. In addition, the Issuer may elect to cancel any Notes which have not been acquired by investors. The principal amount of Notes specified in this Series Memorandum represents the amount of Notes that will be issued on the Issue Date. There is no minimum limit on the number of Notes that must be acquired by investors. Investors should therefore be aware that some Notes which are issued on the Issue Date may not be acquired by investors and it may be the case that investors only acquire a small portion of the Notes issued on the Issue Date. Investors should further be aware that while any holding of Notes they acquire may represent a particular portion of Notes issued on the Issue Date, their holding may ultimately represent a larger portion of Notes actually acquired by investors. Investors should also be aware that, as a consequence of the above, the amount invested by the Issuer in the Charged Assets may be significantly less than the principal amount of Notes issued on the Issue Date.

Taxation of the Noteholders

Each Noteholder will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Notes. Neither the Issuer nor any other person will pay any additional amounts to the Noteholders to reimburse them for any tax, assessment or charge required to be withheld or deducted from payments in respect of the Notes by the Issuer or by the Principal Paying Agent (or any other Paying Agent).

3.4 Risks relating to the Charged Assets

Investment in the Series Assets

The Charged Assets for the Notes will be comprised of the Series Assets and certain Related Rights. The Issuer intends to use the net proceeds of the issuance of the Notes to invest, on or as soon as practicable following the Issue Date, in the Series Assets, being partnership interests (the "**LP Interests**") in Driftwood Great North Partners III, LP (the "**Partnership**"), an Ontario limited partnership registered under the laws of the Province of Ontario on 14 June 2023, having its registered office at 181 Bay Street, 1800, Toronto, Ontario, Canada M5J 2T9.

The Partnership has been formed for the purpose of acquiring, owning and dealing with the limited partner interests of Driftwood Great North Partners US III, LP, a Delaware limited partnership organised by the Partnership and the General Partner (as defined below) for the

purpose of directly or indirectly entering into participation agreements with respect to existing mezzanine debt instruments ("**Participation Agreements"**).

The general partner of the Partnership is Driftwood Great North GP III, LLC (the "**General Partner**"), a Delaware limited liability company, **and** is responsible for the management of the Partnership's affairs as more particularly set out **in the** Investment Summary and the Limited Partnership Agreement.

Potential investors should refer to the Investment Summary, the Underlying Risk Factors, the Limited Partnership Agreement and the Subscription Agreement appended to the Series Memorandum for more detail on the LP Interests of the Partnership to be acquired by the Issuer.

Potential investors should note that investing in the Notes does not provide any assurance as to the nature of the Partnership or the LP Interests. For example, other than the representations being provided by the Partnership under the Series Charging Instrument, no assurance is provided as to (i) the constitutional documentation of the Partnership, (ii) any limited partnership agreement or subscription agreement in place as of the Issue Date or thereafter, (iii) any ability of the Partnership to issue further units (in either the same or a different class to that of the LP Interests); (iv) the transferability of the LP Interests, (v) any right to refuse registration of the LP Interests or (vii) any pre-emption rights in respect of the LP Interests. Such issues may affect the ability of the Trustee to enforce the Series Charging Instrument and realise the Series Assets and Related Rights. Potential investors should carry out their own due diligence in this regard.

Potential investors should refer to the Investment Summary, appended to this Series Memorandum hereto, for more detail on the LP Interests of the Partnership to be acquired by the Issuer.

Prospective purchasers of the Notes should also conduct their own independent investigation and analysis regarding the Issuer, the Partnership, the General Partner, the service providers of the Partnership and the Notes as they deem appropriate to evaluate the merits and risks of an investment in the Notes.

Independent Investigations of Interests

Prior to making an investment in the Notes, investors should ensure that they fully understand the investment represented by the LP Interests and the factors that may influence the value of the LP Interests and the level of return payable in respect the LP Interests. The value and the return payable in respect of the LP Interests are the principal factors that will affect the return payable on the Notes. Accordingly, investors should conduct their own independent investigation and analysis (either alone or with the help of a financial and / or legal adviser) regarding the LP Interests as they deem appropriate to evaluate the merits and risks of an investment in the Notes. Potential investors should refer to the Investment Summary, the Underlying Risk Factors, the Limited Partnership Agreement and the Subscription Agreement, each as appended to this Series Memorandum for more detail on the LP Interests. Investors should also refer to such other materials as they or their advisers consider necessary to conduct their investigations. Among the factors that should be considered by potential investors are the following:

(i) the manner in which the proceeds of the LP Interests will be used by the Partnership;

(ii) any fees or expenses payable by the Partnership which may affect the value of the LP Interests and result in a reduction of the value of the Notes; and

(iii) any fees, commissions, equalisation payments, selling charges or redemption charges which are payable by an investor in the LP Interests which may reduce the value of Notes;

(iv) the terms of any other material investments in or sources of financing for the Partnership and the ranking of the LP Interests relative to such other investments or sources of financing.

The above factors are not exhaustive and investors are solely responsible for making their own determination of the appropriateness of acquiring the Notes based on their own assessment of, amongst other things, the investment represented by the LP Interests. None of the Issuer, the Programme Structurer, the Programme Coordinator, the Trustee, the Principal Paying Agent, the Charged Assets Realisation Agent, the Calculation Agent, the Back Office Agent or any other Agent or any affiliate of any of them or other person on their behalf expresses any view on the merit or appropriateness of an investment in the LP Interests. **Any person who does not fully understand the investment represented by the LP Interests (including the merits and risks associated with such an investment), should not acquire the Notes.**

Early Redemption of the Notes

Investors should be aware that the Notes may be redeemed prior to their specified Maturity Date. One circumstance in which such an early redemption of the Notes may occur is if the Partnership were to be wound up or dissolved and the Issuer were to receive the final distribution in respect of the LP Interests prior to the Maturity Date or Extended Maturity Date (as applicable). Prospective investors should have regard to the possibility of the Notes being redeemed prior to their Maturity Date when considering whether to purchase the Notes.

Investment Summary, Underlying Risk Factors, Limited Partnership Agreement and Subscription Agreement

Potential investors should conduct their own investigations of the merits of an investment in the LP Interests including by referring to the Investment Summary, Underlying Risk Factors, Limited Partnership Agreement and Subscription Agreement appended to this Series Memorandum. When conducting their investigations potential investors should be aware that none of the Issuer, the Programme Structurer, the Programme Coordinator, the Trustee, the Principal Paying Agent, the Charged Assets Realisation Agent, the Calculation Agent, the Back Office Agent or any other Agent or any affiliate of any of them or other person on their behalf has investigated or makes any representation regarding the accuracy or completeness of the information contained in the Investment Summary, Underlying Risk Factors, Limited Partnership Agreement and Subscription Agreement. Investors should be aware that if any of the Investment Summary, Underlying Risk Factors, Limited Partnership Agreement and Subscription Agreement is inaccurate or incomplete, it may not include all information which is relevant to making an assessment of the Partnership or an investment in the LP Interests or it may be misleading with respect to, or not include all details of, the risks which are relevant to an investment in the LP Interests.

Changes to the Partnership and the LP Interests

When conducting an investigation of the LP Interests and the Partnership, potential investors in the Notes should have regard to the possibility that features of the LP Interests and the Partnership may be subject to change. Such changes could include, without limitation, a change in the investment policy and strategy of the Partnership, a change in the service providers appointed by the Partnership and a change in the fees payable by the Partnership. Such changes may affect the attractiveness of an investment in the LP Interests and the potential return which is payable to holders of the LP Interests. It is possible that such changes

could be effected without the consent of the Issuer and may adversely affect the Interests of the Noteholders.

Fees Payable by the Partnership

When conducting their investigation of the investment represented by the LP Interests, prospective investors should have regard to the fees and expenses which are payable by the Partnership. The payment of any fees and expenses by the Partnership will reduce the value of the LP Interests which will be reflected by a corresponding reduction in the value of the Notes and a reduction in the amount receivable by Noteholders upon the redemption of the Notes.

In addition, the Partnership has agreed to pay a facilitation fee to the Issuer which will be used by the Issuer to discharge its Ordinary Expenses other than Uncovered Ordinary Expenses. The Partnership has also agreed to fund the payment of any Uncovered Ordinary Expenses and Extraordinary Expenses which are payable by the Issuer. The payment of such amounts by the Partnership will reduce the value of the LP Interests which will be reflected by a corresponding reduction in the value of the Notes and a reduction in the amount receivable by Noteholders upon the redemption of the Notes.

Potential investors should refer to the Investment Summary appended to this Series Memorandum, for more detail on the fees and expenses payable by the.

Funding of Enforcement Action

If the Partnership were to default in its obligations to the Issuer in respect of the LP Interests, it may be necessary to take legal or other action to enforce those obligations. There would be costs associated with taking such enforcement action and to the extent that there were insufficient assets of the Issuer to fund such costs, it may be necessary for alternative sources of funding to be investigated, including potentially requesting funding from the Noteholders. If it was not possible to secure such additional funding, it may not be possible for enforcement action to be taken which could adversely affect the amount available for distribution to Noteholders or the timing of such distributions.

Series Charging Instrument

Pursuant to the terms of the Series Charging Instrument, the Issuer will grant security to the Trustee over the LP Interests it acquires for the benefit of the Noteholders and the other Secured Parties. It should be noted that the Noteholders are reliant on the Issuer, the Programme Structurer and the Partnership to take all necessary steps to ensure that the Series Charging Instrument is perfected and enforceable. If (i) one or more steps necessary to effect perfection of the Series Charging Instrument are not taken, (ii) there are any issues with Issuer's title to the assets the subject of the Series Charging Instrument, or (iii) there is any restriction on the ability to charge the assets the subject of the Series Charging Instrument, then the Series Charging Instrument may not be enforceable in whole or in part. Noteholders should be aware that the Trustee has not investigated any of the above matters and is solely reliant on the Issuer, the Programme Structurer and the Partnership to take all necessary steps to ensure that the Series Charging Instrument is valid and enforceable in the manner envisaged over the relevant assets.

Prospective investors should be aware that upon an enforcement of the security created by the Series Charging Instrument over the LP Interests, there may be restrictions on the persons or entities who are eligible to acquire the LP Interests. Such restrictions may limit the ability of the Trustee to realise the LP Interests by way of a sale upon an enforcement of the Series Charging Instrument which could result in a delay in the proceeds of the LP Interests being

distributed to Noteholders following the enforcement of the Series Charging Instrument.

In addition, prospective investors should note that enforcement of the security may not be possible until such time as Noteholders provide an indemnity or security or pre-funding for the costs of enforcement as may be required by the Trustee, to the extent that any requirement is not satisfied by the Programme Structurer. The amount of any such indemnity, security or pre-funding cannot be quantified in advance and may be substantial.

Operating History of the Partnership

The Partnership was organised as an Ontario Limited Partnership on 14 June 2023. As a result investors will have very limited historical information for the purposes of making their investment decision. The Partnership is subject to all of the business risks and uncertainties associated with any new business, including the risk that the Partnership will not achieve its investment objectives.

Realisation of the LP Interests and Payments on the Notes

Payments under the Notes will only be made after receipt of the Realisable Value (being the net proceeds of realisation of the Charged Assets) by the Issuer. The date of payment of the Redemption Amount under the Notes is therefore not fixed. It may take a considerable period of time to realise or liquidate the Charged Assets, whether upon the final maturity of the Notes or an early redemption. Upon the final maturity of the Notes, payment of the Redemption Amount will be made on the Final Maturity Payment Date which may be significantly later than the Maturity Date or Extended Maturity Date, as the case may be. Similarly, upon an early redemption of the Notes payment of the Early Redemption Amount will be made on the Early Redemption Payment Date which may be significantly later than the Early Redemption Date.

As the Charged Assets are comprised principally of the LP Interests, payments by the Issuer under the Notes will be made from the proceeds of realisation of the LP Interests. Delays in realising the Charged Assets may lead to the obligations of the Issuer in respect of the Notes being satisfied by a Delivery in Kind or a redemption of the Notes at zero. See further "*Redemption at Zero*" and "*Delivery in Kind*" above and the risk factors entitled "*Charged Assets Realisation and Redemption and Zero*" and "*Delivery in Kind and Redemption at Zero*" in the Programme Memorandum.

Lack of diversification

The Charged Assets will be comprised of a single asset type, being the LP Interests. Due to such concentration, the Charged Assets may be more susceptible to a single adverse

economic or regulatory occurrence, and lead to greater fluctuations in the value of Notes than may have been the case if the Charged Assets were comprised of a diversified pool of assets.

Partial Interest in the Partnership

Prospective purchasers of the Notes should be aware that the LP Interests to be acquired by the Issuer do not comprise 100% of the issued LP Interests of the Partnership nor is the Partnership prohibited from issuing further LP Interests.

Risks Related to the Partnership and its operations

The performance and realisation of the Charged Assets (being principally comprised of the LP Interests), and thereby, of the Notes, is dependent on the overall performance, operations and financial condition of the Partnership.

NEITHER THE ISSUER, THE PROGRAMME STRUCTURER, THE PROGRAMME COORDINATOR, THE TRUSTEE NOR ANY OF THE AGENTS HAVE REVIEWED THE OVERALL PERFORMANCE, OPERATIONS AND FINANCIAL CONDITION OF THE PARTNERSHIP OR ANY OTHER CONDITIONS OF THE PARTNERSHIP AT THE TIME OF THE ISSUE DATE AND DO NOT GUARANTEE OR MAKE ANY RECOMMENDATIONS OR WARRANTIES, IN ANY FORM, AS TO THE SUITABILITY OF ANY INVESTMENT, INCLUDING THROUGH PURCHASE OF THE NOTES, THE PERFORMANCE OF WHICH IS DEPENDENT ON THE PARTNERSHIP OR ANY OF ITS OPERATIONS.

Any event having an adverse effect on the Partnership may, through the performance of the LP Interests, affect the performance of the Notes and the Issuer's ability to meet its obligations in respect of the Notes. Therefore, any event having an adverse effect on the Partnership's financial results, performance, and / or growth prospects may subsequently, through the LP Interests, adversely affect the performance of the Notes and the ability by the Issuer to meet its obligations in respect of the Notes, which will be dependent on the receipt by the Issuer of moneys due to it under the Charged Assets (including the LP Interests). Accordingly, any risks which are applicable to an investment in the LP Interests will be equally applicable to the Notes. Investors should conduct their own independent investigation and analysis (either alone or with the help of a financial and / or legal adviser) regarding the description of the risks applicable to the Partnership and the LP Interests contained in the Investment Summary, the Underlying Risk Factors, the Limited Partnership Agreement and the Subscription Agreement as they deem appropriate to evaluate the merits and risks of an investment in the Notes. **IN PARTICULAR PROSPECTIVE INVESTORS SHOULD FULLY CONSIDER, APPRECIATE AND UNDERSTAND THE INFORMATION CONTAINED IN THE "UNDERLYING RISK FACTORS" APPENDED TO THIS SERIES MEMORANDUM. PROSPECTIVE INVESTORS SHOULD NOT INVEST IN THE NOTES WITHOUT TAKING INDEPENDENT ADVICE ON THE RISKS SET OUT THEREIN.**

Taxation of the Partnership and the LP Interests

The Investment Summary, under the heading "*Investment Highlights"* includes a description of the expected US and Canadian tax treatment of the Partnership and the LP Interests. The Underlying Risk Factors, under the heading "*Material U.S. Federal Income Tax Matters Relating to an Investment in the Partnership*", includes a description of the potential tax issues that the Partnership may be subject to and that may have potentially adverse consequences which may result a reduction in the amounts payable by the Issuer in respect of the Notes. Furthermore, none of the Issuer, the Programme Coordinator, the Trustee, the Principal Paying Agent, the Charged Assets Realisation Agent, the Calculation Agent, the Back Office Agent or any other Agent has independently investigated or verified, nor provides any assurance with respect to, the tax treatment of the Partnership or the LP Interests. To the

extent that any tax is payable by the Partnership, whether directly or indirectly through any underlying vehicles in which it invests, in respect of its operations or by the Issuer in respect of any interest payments or other distributions made by the Partnership, such payments will result in a reduction of the amounts distributable to Noteholders and a corresponding reduction in the value of the Notes.

Without limitation to the above, to the extent that any amounts of withholding tax are applied to interest payments or other distributions made by the Partnership, this would reduce the amount available for distribution by the Issuer in respect of the Notes. Furthermore, the Issuer could be subject to Irish tax on any amounts so withheld which would further reduce the amount available for distribution in respect of the Notes.

Accordingly, investors should conduct their own independent investigation and analysis (either alone or with the help of a financial and / or legal adviser) regarding such matters as they deem appropriate to evaluate the merits and risks of an investment in the Notes.

Risk of Fraud or Impropriety

The Issuer will have no role in the management or operations of the Partnership. In the event of any fraud or impropriety by the Partnership or any service provider to the Partnership, it is possible that the proceeds of the LP Interests could be misappropriated leading to a complete loss of their value. The Issuer is not responsible for monitoring the Partnership and in the event that the LP Interests lose their value as a result of such fraud or impropriety, the Issuer shall have no further obligations to the Noteholders.

Risks Related to the Valuation of the Charged Assets

NAV Reports

On each NAV Report Date, the Calculation Agent shall, save where the required valuation information has not been received, deliver a NAV Report to the Programme Coordinator and the Issuer. Following receipt by the Programme Coordinator and the Issuer of the NAV Report from the Calculation Agent on the NAV Report Date, the Programme Coordinator will disseminate the NAV per Note to Bloomberg, SIX Financial Information USA Inc. and to the Vienna Stock Exchange.

Investors should be aware that the NAV Report and the summary thereof will be an estimated valuation of the Portfolio (being the Series Assets) and shall not be interpreted as an indication of the expected Redemption Amount of the Notes. In particular, the calculation for the Net Asset Value of the Portfolio will be comprised of an estimated valuation, as at the NAV Calculation Date, of the LP Interests. The NAV Report and the summary thereof shall take account of any fees, expenses or charges that apply to the Notes, and is subject to amendment and / or corrections at any time without giving notice to any person.

The valuation of the LP Interests used to calculate the Net Asset Value of the Portfolio on the NAV Calculation Date may not be current as of such date, therefore the valuation of the LP Interests used to calculate the Net Asset Value of the Portfolio on the NAV Calculation Date may differ from the actual value of the LP Interests on such NAV Calculation Date.

Valuations

The calculation of the Net Asset Value of the Portfolio will be based largely on the valuations of the LP Interests provided by the Partnership and such valuations will not be independently verified by the Calculation Agent. To the extent that any valuation published by the Partnership is incorrect or inaccurate, the Net Asset Value per Note may be erroneously high or low and

this may mean that an investor subscribes for a Note at a higher price than the correct Net Asset Value per Note or redeems a Note at a lower price than the correct Net Asset Value per Note. The Issuer will pay fees to a number of service providers which such fees may be expressed as a percentage of the Net Asset Value of the Portfolio and, should the Net Asset Value of the Portfolio be overstated or understated this may result in over or underpayment to such service providers. Provided that any price or valuation is used in good faith when determining the Net Asset Value of the Portfolio, no party shall incur any liability should such price or valuation later prove to be incorrect.

Generally, save in the absence of manifest error, there shall be no retroactive adjustment of the Net Asset Value of the Portfolio in the event of subsequent discovery that an incorrect or inaccurate price or valuation was used to calculate the Net Asset Value of the Portfolio. However, to the extent that a valuation provided to the Issuer by the Partnership is revised, this may require an adjustment to the calculation of the Net Asset Value of the Portfolio for the relevant period.

Subordination of Mezzanine Loans

The Partnership will invest, directly or indirectly, in participation agreements with respect to existing mezzanine loans. Such mezzanine loans are secured by a pledge of the ownership interests of the entities owning the underlying property and are subordinate in right to senior loans made by senior lenders. The security for the senior loans comprises the same assets that secure the mezzanine loans and the Partnership's investment in the mezzanine loans will be satisfied only after the senior debt is paid off in full. Because of their subordinate position, the mezzanine loans carry a greater credit risk than senior financing, including a substantially greater risk of non-payment. Any default on a mezzanine loan may have a negative impact on the value of the LP Interests and, consequently, the return on the Notes. Potential investors should refer to the section headed '*Subordinated Investment Risks; Protective Advances*' in the Underlying Risk Factors appended to the Series Memorandum for more detail.

3.5 Summary of Principal Underlying Investment Risks

As with any investment, you could lose all or part of your investment in the Notes, and the Notes' performance could trail that of other investments. The Notes are subject to one or more of the principal risks noted below (either directly or through the Issuer's investments in Series Assets), any of which may adversely affect the Notes' Net Asset Value, trading price, yield and total return.

3.5.1 Counterparty Risk

The Issuer bears the risk that the Partnership may default on its obligations (if any) or otherwise fail to honour its obligations to holders of LP Interests under the Limited Partnership Agreement. In such case the Issuer will lose money and the value of an investment in the Notes may decrease.

3.5.2 Investment Risk

As with all investments, an investment in the Notes is subject to investment risk. Noteholders could lose money, including the possible loss of the entire principal amount of an investment, over short or long periods of time.

3.5.3 Liquidity Risk

The LP Interests are an illiquid investment. In the event that the Issuer defaults or the Notes are subject to redemption there is no assurance that the LP Interests can be timely redeemed such that value can be realised for investors.

3.5.4 Market Trading Risk

It is not expected that a secondary market will develop for the Notes. However, if such a market were to develop, a holder of the Notes would face numerous market trading risks, including losses from trading in secondary markets and periods of high volatility. ANY OF THESE FACTORS, AMONG OTHERS, COULD LEAD TO THE NOTES TRADING AT A PREMIUM OR DISCOUNT TO NET ASSET VALUE ON ANY SECONDARY MARKET THAT DEVELOPED.

AS WITH ANY INVESTMENT YOU COULD LOSE ALL OR PART OF YOUR INVESTMENT IN THE NOTES AND THE NOTES' PERFORMANCE COULD TRAIL THAT OF OTHER INVESTMENTS. YOUR ATTENTION IS DRAWN TO THE INVESTMENT SUMMARY, UNDERLYING RISK FACTORS, LIMITED PARTNERSHIP AGREEMENT AND SUBSCRIPTION AGREEMENT, ATTACHED AS AN APPENDIX OR APPENDIXES TO THIS SERIES MEMORANDUM. IN PARTICULAR PROSPECTIVE INVESTORS SHOULD FULLY CONSIDER, APPRECIATE AND UNDERSTAND THE INFORMATION CONTAINED IN THE "UNDERLYING RISK FACTORS" APPENDED TO THIS SERIES MEMORANDUM. PROSPECTIVE INVESTORS SHOULD NOT INVEST IN THE NOTES WITHOUT TAKING INDEPENDENT ADVICE ON THE RISKS SET OUT THEREIN.

THE CONSIDERATIONS SET OUT ABOVE ARE NOT, AND ARE NOT INTENDED TO BE, A COMPREHENSIVE LIST OF ALL CONSIDERATIONS RELEVANT TO A DECISION TO PURCHASE OR HOLD ANY NOTES. THE ATTENTION OF INVESTORS IS ALSO DRAWN TO THE SECTIONS HEADED ‘RISK FACTORS’ IN THE PROGRAMME MEMORANDUM.

4 CONDITIONS OF THE NOTES

All capitalised terms used but not otherwise defined below shall have the meanings respectively ascribed to them by (i) Special Condition 1 (*Definitions*) as set out in Part B below or (ii) the Master Definitions (April 2023 Edition).

The Conditions of the Notes shall consist of the Master Conditions (April 2023 Edition) as completed, amended, restated, varied, modified, supplemented, extended, renewed, or replaced by the terms set out in the table below in Part A and by the special conditions set below in Part B (the "**Special Conditions**").

References to particular Conditions are to Conditions appearing in the Master Conditions while references to particular Special Conditions are to Special Conditions set out in Part B.

The Issuer intends that any Further Notes (as defined herein) shall (save in respect of the relevant issue date and the interest commencement date) have the same Conditions as, and form a single Series with, the other Notes of Series 510.

PART A

Programme:	EUR 10,000,000,000 Secured Note Programme of DCXPD DAC
Series:	Great North Partners III (Series 510) Notes due 2026
Series Number:	510
Tranche Number:	1
ISIN Code:	XS2703170576
Common Code:	270317057
Delivery:	Issue Agent shall deliver Notes to the Issuer in free of payment form prior to the subscription by Noteholders.

Issue Date:	19 October 2023
Trade Date:	19 October 2023
Maturity Date:	30 April 2026
Extended Maturity Date:	The term of the Notes may be extended for further periods of two (2) years subject to a maximum total extension of twelve (12) years, provided that the Calculation Agent, at the request of the Issuer, has given a notice (the "**Extension Notice**") to the Trustee, the Principal Paying Agent and the Noteholders no less than one (1) calendar month prior to the Maturity Date or any Extended Maturity Date, if applicable, stating that such extension shall take place in respect of the Notes. If no Extension Notice, or no further Extension Notices (if applicable) are delivered by the Calculation Agent, the Notes shall be redeemed on the Maturity Date or on the date stated in the final Extension Notice (such date being the "**Extended Maturity Date**").

	See further Special Condition 5.5 (*Extended Maturity Date*)
Final Maturity Payment Date	The date falling five (5) Payment Business Days following the day that the Issuer receives the aggregate Realisable Value. The Final Maturity Payment Date may be significantly later than the Maturity Date or the Extended Maturity Date, as applicable. "**Realisable Value**" means an amount calculated by the Calculation Agent being the proceeds actually received by the Issuer in connection with a realisation of the Charged Assets (whether by redemption, sale, disposal or any other means of realisation) less any costs, expenses, taxes and duties incurred or which are likely to be incurred in connection with the realisation of the Charged Assets.
Principal Amount:	USD 20,000,000 *See also the risk factor entitled "Investors may acquire less than the Principal Amount of the Notes" in the Series Memorandum.*
Currency:	USD
Authorised Denomination:	USD 1,000, provided that the minimum principal amount of Notes which an investor may subscribe for is USD 50,000.
Initial Subscription Price:	100%
Subscription Price:	NAV per Note

Issuer:	DCXPD DAC
Programme Structurer:	Driftwood Euro Solutions LLC
Programme Coordinator:	FlexFunds LTD
Back Office Agent:	GWM LTD
Trustee:	Apex Corporate Trustees (UK) Limited
Calculation Agent:	FlexFunds ETP, LLC
Charged Assets Realisation Agent:	GWM LTD
Issue Agent:	The Bank of New York Mellon, London Branch
Principal Paying Agent:	The Bank of New York Mellon, London Branch
Other Parties:	No Portfolio Manager, Swap Counterparty, Custodian, Registrar or Transfer Agent will be appointed in respect of the Notes.

Status of the Notes:	Secured and limited recourse obligations of the Issuer ranking *pari passu* without any preferences amongst

	themselves secured as set out under "*Security*" below and subject to the priority set out under "*Priority*" below.
Priority:	Standard Priority applies.
Type of Note:	Variable Coupon Amount Note.
Interest Payments:	The payment of any Interest Amounts by the Issuer in respect the Notes will be dependent upon the receipt by the Issuer of Distribution Proceeds (*as defined below*) in respect of the LP Interests. As disclosed in the Investment Summary and the Limited Partnership Agreement, the Partnership expects to make quarterly distributions in respect of the LP Interests in accordance with the provisions thereof. However, there is no guarantee as to when, if at all, such periodic distributions will be declared or made, or as to the amount of any such distributions.
Interest Period:	As regards the first interest period, the period from and including the Issue Date to and excluding the first Interest Determination Date and as regards all subsequent interest periods the period from and including an Interest Determination Date to and excluding the next Interest Determination Date or to and including, as applicable, the Maturity Date, the Extended Maturity Date or any Early Redemption Date, as applicable.
Interest Determination Date:	Any Business Day at the discretion of the Calculation Agent following receipt of Distribution Proceeds.
Interest Rate:	The Notes shall receive a total return based on the performance of the Portfolio during the Interest Period.
Interest Amount:	The amount determined by the Calculation Agent being the Distribution Proceeds, *less* 1. any costs, expenses, taxes and duties incurred or likely to be incurred in connection with the receipt of such revenue; and 2. any fees pursuant to Special Condition 10 (Fees) which are payable or which are likely to become payable by the Issuer. The term "*Distribution Proceeds*" means the proceeds of a dividend, interest payment or other distribution in respect of the Charged Assets or the proceeds from a winding up, compulsory redemption, buy-back or liquidation of less than all of the LP Interests, provided that, for the avoidance of doubt, any amount realised from a liquidation of the Charged Assets to fund the payment of fees or expenses of the Issuer or pursuant to or in connection with a redemption or purchase of the Notes shall not form part of the Distribution Proceeds.
Interest Payment Dates:	Any Payment Business Day not less than five (5) but no later than ten (10) Payment Business Days following an Interest

	Determination Date. At least two (2) Payment Business Days prior to such Interest Payment Date, the Calculation Agent shall provide to the Principal Paying Agent a notice setting out the Interest Payment Date and Interest Amount payable. For the avoidance of doubt the "*Interest Payment Date*" shall be deemed to be the date on which the Interest Amount is wired by the Issuer to the Principal Paying Agent.
Listing:	An application has been made for admission of the Notes to the official list of the Vienna MTF of the Vienna Stock Exchange. Such listing is expected to take place on or about the Issue Date, however no assurance is given that approval of such application will be granted.
Selling Restrictions:	The Notes will not be offered to the public in any jurisdiction. See *'Distribution, Issuance Process and Selling Restrictions'* in the Series Memorandum and "*Subscription and Sale*" in the Programme Memorandum.
Form of Notes:	Bearer Notes
871(m)	The Notes will not be treated as subject to 871(m) of the US Internal Revenue Code of 1986 as amended.
The Notes will initially be represented by:	Temporary Global Note
Applicable TEFRA exemption:	D Rules
Exchange of Temporary Global Note or Permanent Global Note:	The Temporary Global Note or, as the case may be, Permanent Global Note, will be exchangeable, in whole but not in part, for a definitive Bearer Note if Euroclear or Clearstream, Luxembourg or any other clearing system in which the Permanent Global Note or, as the case may be, Temporary Global Note is for the time being deposited terminates its business and no Alternative Clearing System, satisfactory to the Trustee and the Principal Paying Agent is available.
Principal Finance Centre:	New York
Business Day Convention:	Following Business Day Convention applies
Redemption Amount:	Unless previously redeemed, the Notes will be redeemed by a payment in respect of each Note on the Final Maturity Payment Date of an amount in USD equal to the Redemption Amount. The Issuer (or the Charged Assets Realisation Agent (or Charged Assets Liquidation Agent if applicable) or other person acting on behalf of the Issuer in accordance with the Transaction Documents with respect to the realisation of Charged Assets) will use reasonable endeavours to sell or procure the sale or other means of realisation of the Charged Assets with the objective that the Final Maturity Payment Date falls on or as close as practicable to the Maturity Date or the Extended Maturity Date. Notwithstanding such endeavours, there may be a

	significant delay between the Final Maturity Payment Date and the Maturity Date or Extended Maturity Date, as the case may be. In respect of each Note, the Redemption Amount shall be an amount equal to the greater of (i) zero and (ii) the Net Proceeds. The "*Net Proceeds*" means, an amount determined by the Calculation Agent being the *pro rata* share of the Realisable Value of the Charged Assets in respect of one Note; less the *pro rata* share in respect of one Note of each of the following: (a) any costs and expenses of realising or selling the Charged Assets; (b) any fees, costs or expenses owing to, or which are likely to become owing to, the Trustee and the Agents in connection with the Notes; (c) any fees payable to, or which are likely to become payable to, the Programme Coordinator in connection with the Notes; and (d) any other outstanding fees, costs or expenses payable or which are likely to become payable by the Issuer in connection with the Notes. The "*Realisable Value*" means an amount calculated by the Calculation Agent being the proceeds actually received by the Issuer in connection with a realisation of the Charged Assets (whether by redemption, sale, disposal or any other means of realisation) *less* any costs, expenses, taxes and duties incurred or which are likely to be incurred in connection with the realisation of the Charged Assets. **See further Condition 2.4 (*Redemption Amount of Notes*) and Special Condition 3 (*Redemption Amount*)**
Early Redemption Amount:	Upon an Optional Redemption (other than a partial redemption), Mandatory Redemption or a redemption following an Event of Default, the Notes shall be redeemed at the Early Redemption Amount. Upon an Optional Redemption (other than a partial redemption) or Mandatory Redemption, the Early Redemption Amount of each Note shall be its *pro rata* share of the Net Proceeds of the realisation of the Charged Assets. Upon a redemption following an Event of Default and the enforcement of the security in respect of the Notes, the Early Redemption Amount in respect of each Note shall be the amount available by applying the portion available to the Noteholders pursuant to Condition 3.4 (Application) of the net proceeds of enforcement of the security in accordance

	with Condition 3 (Security) *pari passu* and rateably between the Notes. The Early Redemption Amount will be payable on the Early Redemption Payment Date and there may be a significant delay between the Early Redemption Payment Date and the specified date for early redemption. **See further Condition 2.4 (Redemption Amount of Notes) and Special Condition 4 (Early Redemption Amount)**
Optional Redemption by the Issuer:	The Issuer, subject to compliance with all relevant laws, regulations and directives may, upon giving not more than sixty (60) nor less than ten (10) Business Days' notice (an "**Optional Redemption Notice**") to the Trustee, the Principal Paying Agent and the Noteholders in accordance with Condition 7 (Notices), redeem any amount of the Notes in whole or in part. In the case of a redemption of the Notes in whole, they shall be redeemed at their Early Redemption Amount on the date specified in the Optional Redemption Notice provided that the Early Redemption Amount shall be payable on the Early Redemption Payment Date. In the case of a redemption of the Notes in part, they shall be redeemed by payment of a portion of the principal amount outstanding of each Note as specified in the Optional Redemption Notice (such amount the "**Partial Redemption Amount**") provided that the Partial Redemption Amount shall be payable on the date specified in the Optional Redemption Notice. **See further Condition 2.10.2 (*Optional Redemption by the Issuer*) and Special Condition 5.2 (*Optional Redemption by the Issuer*)**
No Optional Redemption by Noteholders:	Noteholders will not have the option of requesting an early redemption of their Notes. **See further Special Condition 5.1 (*Optional Redemption by the Noteholder*)**
Purchase by the Issuer:	Subject to receipt by the Issuer of an amount (whether by sale of the Charged Assets (or in the case of a purchase of some only of the Notes, a proportion of the Charged Assets corresponding to the proportion of the Notes to be purchased) or otherwise) which is sufficient to fund the purchase price payable by the Issuer, the Issuer may purchase Notes in the open market or otherwise at any price. **See further Condition 2.11 *(Purchase)* and Special Condition 5.3 (Optional Purchase)**

Mandatory Redemption:	If, in accordance with and subject to the provisions of Condition 2.2 (Mandatory Redemption): (i) the Issuer satisfies the Trustee that the performance of its obligations under the Notes or ancillary thereto has or will become unenforceable, illegal or otherwise prohibited in whole or in part; or (ii) notice is given by the Programme Coordinator or the Issuer in accordance with the Series Coordination Agreement to terminate or resign the appointment of the Programme Coordinator for whatever reason and no Replacement Programme Coordinator (as defined in the Series Coordination Agreement) has been appointed within sixty (60) calendar days following the expiration of the notice terminating or resigning such appointment and this event may arise notwithstanding that the termination of the appointment may not become effective upon the expiration of such notice; or (iii) notice is given by the Calculation Agent, the Back Office Agent or the Issuer in accordance with the Series Agency Agreement or the Series Back Office Agency Agreement to terminate or resign the appointment of the Calculation Agent or the Back Office Agent for whatever reason and no successor has been appointed within sixty (60) calendar days following the expiration of the notice terminating or resigning such appointment and this event may arise notwithstanding that the termination of the appointment may not become effective upon the expiration of such notice; or (iv) any circumstance or event which would otherwise lead to Notes being issued in definitive form has occurred, unless the Issuer determines otherwise acting in its sole discretion; or (v) the occurrence of a distribution or return of capital and / or assets to holders of the Charged Assets following the winding up, redemption, buy-back or liquidation of all of the LP Interests; or (vi) the Partnership fails to comply in any material respect (as determined by the Issuer) with the Investment Summary and/or the Letter Agreement and/or any other agreement between the Issuer and the Partnership in respect of the LP Interests, then the Notes shall, save as described below, become due any repayable at their Early Redemption Amount which shall be payable on the Early Redemption Payment Date. Following the occurrence of a Mandatory Redemption Event

	as described above, the Issuer may, following consultation with the Programme Coordinator (other than in the case of a Mandatory Redemption Event described in paragraph (ii) and (iii) and subject in the case of a Mandatory Redemption Event described in paragraph (i) above that it is no longer continuing), send notice to the Trustee declaring that Noteholders are to be consulted before the Notes become due and repayable. **See further Condition 2.2 (*Mandatory Redemption*) and Special Condition 6 (*Mandatory Redemption*)**
Suspension of Redemptions:	Redemptions may be suspended in circumstances where a Deliverable Document is not received by the Issuer. **See further Special Condition 9 (*Failure to Deliver a Deliverable Document*)**
Charged Assets Realisation:	To enable the redemption of the Notes, whether upon the Final Maturity Payment Date, a Mandatory Redemption, an Optional Redemption or following an Event of Default and to facilitate purchases of the Notes by the Issuer, the Issuer (or, Charged Assets Realisation Agent (or Charged Assets Liquidation Agent if applicable) or other person acting on behalf of the Issuer in accordance with the Transaction Documents with respect to the realisation of Charged Assets) will use reasonable endeavours to sell or procure the sale or other means of realisation of the Charged Assets. If it is not possible to realise the Charged Assets, the obligations of the Issuer may be satisfied by a Delivery in Kind or the Notes could potentially be redeemed at zero. **See further Condition 2.5 *(Charged Assets Realisation)***
Delivery in Kind:	Investors in the Notes should be aware that the Conditions of the Notes permit the Issuer to satisfy its obligations to the holders of the Notes by delivery of a portion of the Net Charged Assets (being the Charged Assets less a provision for certain specified costs and expenses) (a "**Delivery in Kind**"). Delivery of the Net Charged Assets shall be made either to the Noteholders or to a Charged Assets Holding Agent on behalf of the Noteholders. Before delivery can be made to a Charged Assets Holding Agent, the Issuer must give prior notice to the Noteholders specifying the identity of the Charged Assets Holding Agent (which shall be selected in good faith by the Issuer), the terms on which it is to hold the Net Charged Assets and the rights of the Noteholders in respect of the Net Charged Assets. If a Delivery in Kind is initiated it may result in the Notes being redeemed at zero including where it is not possible to complete delivery of the Net Charged Assets.

	See further Condition 2.9 (*Delivery in Kind*) and Special Condition 7 (*Delivery in Kind*)
Redemption at Zero:	Prospective investors in the Notes should be aware that the Conditions of the Notes provide that they may be redeemed at zero in circumstances where it is not possible to realise the Charged Assets or where a Delivery in Kind cannot be effected. In the event of a redemption at zero, investors would lose their total investment and would have no further recourse against the Issuer or any other person. **See further Condition 2.5 (*Charged Assets Realisation*), Condition 2.9 (*Delivery in Kind*) and Special Condition 7 (*Delivery in Kind*).**
Reports, calculations, determinations and notifications:	On each NAV Report Date, the Calculation Agent shall, subject to Special Condition 9 (*Failure to Deliver a Deliverable Document*) deliver a NAV Report to the Programme Coordinator and the Issuer. The Programme Coordinator will disseminate the NAV per Note to Bloomberg, SIX Financial Information USA Inc. and to the Vienna Stock Exchange. **See further Special Condition 8 (*Reports, calculations, determinations and notifications*)**
Fees:	The amounts payable under the Notes are based on the performance of the Charged Assets after deduction of Ordinary Expenses, Extraordinary Expenses, Acquisition and Realisation Costs and any Tax Liabilities, which expenses include fees due to or likely to become due to the Trustee, the Programme Coordinator and any Agents, and any other transaction related fees incurred by the Issuer in respect of the issuance of the Notes and a portion of any fees, costs and expenses related to the Programme or the operation and maintenance of the Issuer which are not directly attributable to any one Series of Notes). All fees are payable prior to any amounts being payable in respect of the Notes to any Noteholders. The fees will be applied in calculating the value of the Portfolio and therefore will result in a reduction in the Net Asset Value of the Notes (unless otherwise satisfied). The Partnership has agreed to pay a facilitation fee to the Issuer which will be applied towards the discharge of the Ordinary Expenses (other than Uncovered Ordinary Expenses) payable by it in respect of the Notes. The Partnership has further agreed to fund the payment of Uncovered Ordinary Expenses and Extraordinary Expenses by the Issuer. Investors should be aware that the payment

	of such amounts by the Partnership will result in a reduction in the value of the LP Interests. **See further Special Condition 10 (*Fees*) and the section in the Series Memorandum entitled "*Description of the Fees and Expenses*".**
Further Issues:	The Issuer shall be at liberty to issue Further Notes with the express intention that such Further Notes be consolidated and form a single series with the Notes (and with any subsequent Further Notes so issued). **See further Condition 16 (*Further Issues*) and Special Condition 11 (*Further Issues*)**
Governing Law:	The Notes and any dispute or claim arising out of or in connection with them (including non-contractual obligations, disputes or claims) shall be governed by and construed in accordance with Irish law. The courts of Ireland shall have exclusive jurisdiction in respect of any dispute. The Programme Account Agreements are governed by English law and the courts of England and Wales shall have jurisdiction over any dispute or claim relating thereto. The Series Charging Instrument is governed by the laws of the Province of Ontario and the courts of the Province of Ontario shall have jurisdiction over any dispute or claim relating thereto.

Series Assets	
Series Assets:	(1) The LP Interests and (2) any and all investments, agreements, contracts, shareholder and/or partnership interests acquired by the Issuer in relation to the Notes and any and all related investments, monies, credit balances, assets or related contracts, trading positions, any sums standing to the credit of a deposit account (if any) or beneficial interests in any assets, to the extent any of the foregoing is: (i) held, carried and / or maintained by the Issuer, the Trustee and / or any of the Agents, in relation to the Notes; or (ii) established, agreed or obtained by the Issuer in relation to the Notes.
LP Interests:	The non-voting limited partnership interests in Driftwood Great North Partners III, LP (the "**Partnership**"), an Ontario limited partnership, invested in by the Issuer with the proceeds of the issuance of the Notes.

	See further the section in the Series Memorandum entitled "Information relating to the Charged Assets".

Security	
Charged Assets:	The Charged Assets shall be (i) the Series Assets and (ii) the Related Rights.
Related Rights:	All rights of the Issuer derived from or connected to the Series Assets including, without limitation, any rights to receive additional shares or other securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to receive monies (whether by way of redemption, return of capital, interest, dividend, distribution, income or otherwise) in respect of the Series Assets.
Series Charging Instrument:	Pursuant to a supplemental security agreement in respect of the Series Assets to be entered into between the Issuer and the Trustee and the Partnership dated on or about the date of the purchase of the initial LP Interests, the Issuer will grant in favour of the Trustee, as security for itself, and the Secured Parties, a security interest governed under the laws of the Province of Ontario over the Issuer's interest in the LP Interests (such security, the "**Series Charging Instrument**").

PART B

SPECIAL CONDITIONS OF THE NOTES

1 Definitions

Words set out in italics in these Special Conditions do not form part of the definitions for the purpose of the Series Constituting Instrument and the documents constituted thereby. In the event of a conflict between the Conditions and the Special Conditions, the Special Conditions shall prevail.

"**Acquisition and Realisation Costs**" means the costs incurred by the Issuer in respect of the acquisition and realisation of the Charged Assets which shall include:

(i) in relation to any acquisition of the Charged Assets, all commissions, fees, charges and expenses (including, without limitation, any applicable distribution fees, any stamp duty, documentary or transfer or other taxes or duties payable in respect of the acquisition of such Charged Assets) incurred or payable by the Issuer; and

(ii) in relation to any realisation of the Charged Assets, all commissions, fees, charges and expenses (including, without limitation, any stamp duty, documentary or transfer or other taxes or duties payable in respect of the sale or other realisation of any such Charged Assets) incurred or payable in respect of such sale or other realisation.

"**Audit Deliverable Document**" means each document which the Programme Structurer has agreed to deliver (or to procure the delivery of) to the Issuer by such dates as may be agreed from time to time by the Issuer and the Programme Structurer in connection with the audit of the Partnership including but not limited to the audited financial statements of Partnership.

"**Deliverable Documents**" means the Audit Deliverable Documents and the Non-Audit Deliverable Documents.

"**Distribution Agreement**" means the agreement dated 19 October 2023 between the Issuer and pursuant to which the Distributor is appointed as distributor.

"**Distribution Proceeds**" means the proceeds of a dividend, interest payment or other distribution in respect of the Charged Assets or the proceeds from a winding up, compulsory redemption, buy-back or liquidation of less than all of the LP Interests, provided that, for the avoidance of doubt, any amount realised from a liquidation of the Charged Assets to fund the payment of fees or expenses of the Issuer or pursuant to or in connection with a redemption or purchase of the Notes shall not form part of the Distribution Proceeds.

"**Distributor**" means Driftwood Euro Solutions, LLC, a Delaware limited liability company.

"**Extraordinary Expenses**" means any fees and expenses incurred by the Issuer which are determined by the Calculation Agent to be outside the normal and ordinary course of business for the Series.

"**Investment Summary**" means the document entitled "*Driftwood Capital Investment Opportunity*" dated 10 July 2023, as amended, restated, amended and

restated or supplemented from time to time, appended to the Series Memorandum.

"**Letter Agreement**" means the agreement entered into on or about the Issue Date between the Issuer and the Partnership, that supplements the Investment Summary.

"**Limited Partnership Agreement**" means the Agreement of Limited Partnership of Driftwood Great North Partners III, LP, dated 14 June 2023, as amended, restated, amended and restated or supplemented from time to time, appended to the Series Memorandum.

"**LP Interests**" means the non-voting limited partnership interests in Driftwood Great North Partners III, LP, an Ontario limited partnership, invested in by the Issuer with the proceeds of the issuance of the Notes.

"**NAV per Note**" means the aggregate Net Asset Value of the Portfolio divided by the total number of outstanding Notes.

"**NAV Report**" means a report provided to the Issuer and the Programme Coordinator by the Calculation Agent setting out the calculation of the Net Asset Value of the Portfolio (net of any fees as described under Special Condition 10 (*Fees*).

"**NAV Calculation Date**" means the last calendar day of each calendar month, provided that the Calculation Agent may in its sole discretion elect that the NAV Calculation Date shall mean any calendar day of any week by notifying the Issuer, the Trustee and the Noteholders in accordance with Condition 7 (*Notices*).

"**NAV Report Date**" means two Business Days after each NAV Calculation Date.

"**Net Asset Value**" means, in respect of the Notes, the value for each component of the Series Assets (net of any fees as described under Special Condition 10 (Fees)), as provided by the Calculation Agent to the Issuer and the Programme Coordinator, as the case may be, on or before the NAV Report Date.

"**Non-Audit Deliverable Document**" means:

(i) each quarterly report which the Programme Structurer has agreed to deliver to the Issuer by such date as may be agreed from time to time by the Issuer and the Programme Structurer;

(ii) each valuation report of the administrator of the Partnership which the Programme Structurer has agreed to deliver to the Issuer by such date as may be agreed from time to time by the Issuer and the Programme Structurer; and

(iii) each independent audit confirmation which the Programme Structurer has agreed to deliver at the request of the auditors of the Issuer and by such time as is specified by the auditors of the Issuer.

"**Ordinary Expenses**" means:

(1) fees and expenses payable to the Trustee in accordance with the terms of the Series Trust Deed;

(2) fees and expenses payable to the Agents in accordance with the Series Agency Agreement;

(3) fees and expenses payable to the Programme Coordinator in accordance with the Series Coordination Agreement;

(4) any other fees, costs and expenses payable by the Issuer which are directly attributable to the Notes, including:

(aa) costs incurred in connection with the issuance, listing and clearing of the Notes and / or the performance of obligations in relation thereto;

(bb) any commissions, fees, costs and expenses payable by the Issuer pursuant to the Series Constituting Instrument and the Series Documents as defined therein;

(cc) any fees, costs and expenses of the corporate services provider of the Issuer payable in respect of the Notes;

(dd) any fees incurred in connection with the appointment of process agents required to be appointed pursuant to the Transaction Documents;

(ee) any legal fees and disbursements payable by the Issuer, the Programme Coordinator or the Trustee to the legal advisers to the Issuer, the Programme Coordinator or the Trustee in respect of the issuance of the Notes; and

(ff) any other fees, costs or expenses as designated by the Programme Coordinator.

(5) a portion, as determined by the Calculation Agent (based on a pro rata allocation of the shortfall among each outstanding Series issued under the Programme based on the respective Net Asset Value of the Portfolio of each Series or such other method as the Calculation Agent considers fair and reasonable), of any fees, costs and expenses incurred by the Issuer in respect of the Programme or the general maintenance or operation of the Issuer which are not directly attributable to any Series of Notes; and

(6) a total of EUR 1,000 per annum which shall be retained by the Issuer in respect of all Series in issuance,

but in each case not including Extraordinary Expenses and Acquisition and Realisation Costs.

"**Portfolio**" means the Series Assets.

"**Partnership**" means Driftwood Great North Partners III, LP, an Ontario Limited Partnership.

"**Security**" means the security constituted by (i) the Series Trust Deed entered into by the execution of the Series Constituting Instrument, (ii) the Series Charging Instrument and (iii) the Programme Accounts Security Agreement.

"Series 510" means the Series constituted pursuant to the Series Constituting Instrument.

"**Series Charging Instrument**" means the supplemental security agreement to be entered into between the Issuer, the Trustee and the Partnership on or about the date that the Issuer makes its first investment in the LP Interests.

"**Series Constituting Instrument**" means the constituting instrument in respect of the Great North Partners III (Series 510) Notes due 2026 between, the Issuer, the Trustee, the Agents, the Back Office Agent, the Programme Structurer and the Programme Coordinator.

"**Subscription Agreement**" means the agreement between the Issuer and the Partnership pursuant to which the Issuer subscribes for LP Interests.

"**Tax Liabilities**" means any taxes payable by the Issuer or for which the Issuer is required to reimburse any other party, whether in Ireland or in any other jurisdiction which are attributable to or otherwise allocated to the Series.

"**Underlying Risk Factors**" means the Driftwood Great North Partners III, LP Risk Factors, as amended, restated, amended and restated or supplemented from time to time, appended to the Series Memorandum.

2 Interest

2.1 Condition 1 (*Interest*) shall apply to the Notes.

3 Redemption Amount

3.1 The Redemption Amount of the Notes shall be determined in accordance with Condition 2.4 (*Redemption Amount of Notes*).

4 Early Redemption Amount

4.1 The Early Redemption Amount of the Notes shall be determined in accordance with Condition 2.4 (*Redemption Amount of Notes*).

5 Optional Redemption and Purchase

5.1 Optional Redemption by the Noteholder

Condition 2.10.1 (*Optional Redemption by the Noteholder*) shall not apply to the Notes.

5.2 Optional Redemption by the Issuer

Condition 2.10.2 (*Optional Redemption by the Issuer*) shall apply to the Notes.

5.3 **Optional Purchase**

(A) Condition 2.10.3 (*Optional Purchase*) shall not apply to the Notes.

(B) Condition 2.11 (*Purchase*) shall apply to the Notes.

5.4 **Suspension of Redemptions**

If any Notes are to be redeemed on a day on which redemptions are suspended pursuant to Special Condition 9 (*Failure to Deliver a Deliverable Document*), the day for such redemptions shall, unless otherwise determined by the Issuer, be postponed until the first Business Day falling after the end of the period during which redemptions are suspended.

5.5 **Extended Maturity Date**

The term of the Notes may be extended for further periods of up to two (2) years, subject to a maximum total extension of twelve (12) years, provided that the Calculation Agent, at the request of the Issuer, has given a notice (the "**Extension Notice**") to the Trustee, the Principal Paying Agent and the Noteholders not less than one (1) calendar month prior to the Maturity Date or any Extended Maturity Date, if applicable, stating that such extension shall take place in respect of the Notes. If no Extension Notice, or no further Extension Notices (if applicable) are delivered by the Calculation Agent, the Notes shall be redeemed on the Maturity Date or on the date stated in the final Extension Notice (such date being the "**Extended Maturity Date**").

6 Mandatory Redemption

6.1 Condition 2.2 (*Mandatory Redemption*) shall apply to the Notes read with this Special Condition 6 (*Mandatory Redemption*).

6.2 Condition 2.2.1 shall be amended by the deletion of Condition 2.2.1(B) and Condition 2.2.1(C) and the paragraphs shall be renumbered such that paragraphs 2.2.1(D), 2.2.1(E), 2.2.1(F) and 2.2.1(G) become paragraphs 2.2.1(B), 2.2.1(C), 2.2.1(D) and 2.2.1(E).

6.3 Condition 2.2.4 shall be amended to read as follows:

"*A Redemption Suspension Event Notice may not be sent if the Mandatory Redemption Event described in Condition 2.2.1(B) or Condition 2.2.1(C) has occurred and in the case of a Mandatory Redemption Event described at Condition 2.2.1(A), unless at the time it is sent, such Mandatory Redemption Event is no longer continuing*."

6.3 Each of the following shall be Additional Mandatory Redemption Events for the purposes of Condition 2.2.1:

(A) the occurrence of a distribution or return of capital and / or assets to holders of the Charged Assets following the winding up, redemption, buy-back or liquidation of all of the LP Interests (including following a winding up and dissolution of the

Partnership);

(B) a distribution or return of capital and / or assets to holders of the Charged Assets made following receipt by the Partnership of any amount in connection with a principal payment under a Participation Agreement, provided that in such case each Noteholder's holding of Notes will be redeemed in an aggregate principal amount equal to their pro rata proportion of the principal payment under the relevant Participation Agreement(s). Notwithstanding Condition 2.2 in the case of an Additional Mandatory Redemption Event pursuant to this Special Condition 6.3(B) the Notes shall not become due and repayable and the Issuer shall not be required to give notice to the Trustee and the Noteholders that the Notes are due and repayable at the amounts specified in Condition 2.4 as soon as reasonably practicable after becoming aware of such event or circumstance; or

(C) the Partnership fails to comply in any material respect (as determined by the Issuer) with the Investment Summary and/or the Letter Agreement and/or any other agreement between the Issuer and the Partnership in respect of the LP Interests.

7 Delivery in Kind

7.1 Condition 2.9.1 (*Delivery in Kind to the Charged Assets Holding Agent*) shall apply to the Notes read with this Special Condition 7 (*Delivery in Kind*). The Charged Assets Holding Agent shall be an entity which is selected in good faith by the Issuer and notified to the Noteholders by the Issuer in the Delivery in Kind Notice.

7.2 Condition 2.9.2 (*Delivery in Kind to the Noteholders*) shall apply to the Notes.

8 Reports, calculations, determinations and notifications

8.1 On each NAV Report Date, the Calculation Agent shall, subject to Special Condition 9 (*Failure to Deliver a Deliverable Document*) deliver a NAV Report to the Programme Coordinator and the Issuer.

8.2 Following receipt by the Programme Coordinator and the Issuer of the NAV Report from the Calculation Agent on the NAV Report Date, the Programme Coordinator will disseminate the NAV per Note to Bloomberg, SIX Financial Information USA Inc. and to the Vienna Stock Exchange.

8.3 The NAV Report and any summary thereof will be an estimated valuation of the Portfolio and shall not be interpreted as an indication of the expected Redemption Amount of the Notes. In particular, the calculation for the Net Asset Value of the Portfolio will be comprised of an estimated valuation, as at the NAV Calculation Date, of the LP Interests. The NAV Report and any summary thereof shall take account of any fees, expenses or charges that apply to the Notes, and is subject to amendment and / or corrections at any time without giving notice to any person. The valuation of the LP Interests will be based on the Deliverable Documents. The valuation of the LP Interests used to calculate the Net Asset Value of

the Portfolio on the NAV Calculation Date may not be current as of such date, therefore the valuation of the LP Interests used to calculate the Net Asset Value of the Portfolio on the NAV Calculation Date may differ from the actual value of the LP Interests on such NAV Calculation Date.

8.4 Whenever any matter falls to be determined, considered or otherwise decided upon by the Calculation Agent or any other person (including where a matter is to be decided by reference to the Calculation Agent's or such other person's opinion), unless otherwise stated, that matter shall be determined, considered or otherwise decided upon by the Calculation Agent or such other person, as the case may be, in its sole and absolute discretion. The Calculation Agent has agreed in the Series Constituting Instrument to comply with its obligations set out in these Conditions.

8.5 Each Transaction Party (other than the Calculation Agent) shall be entitled to rely on any certification, notification, calculation or determination of the Calculation Agent given or copied to it as being true and accurate for all purposes and none of them shall be obliged to make any investigation or enquiry into any such certification, notification, calculation or determination or into the basis on which such certification, notification, calculation or determination was prepared, given or made.

8.6 Without limitation to Special Condition 9.1(A) or 9.2(A), in the event that any Deliverable Document is not received by its respective due date and the Calculation Agent does not otherwise have information which it considers satisfactory for the purposes of determining the value of the Series Assets, the Calculation Agent may consider the value of the Series Assets be any of (i) the cost of the Series Assets (ii) zero, or (ii) such other price as the Calculation Agent considers reasonable, in its sole discretion. The Calculation Agent shall incur no liability to any Noteholders or any other person as a result of considering the value of the Series Assets to be either the cost of the Series Assets or zero in accordance with this Special Condition 8.6. The Calculation Agent shall not be required to modify this value until such time as it receives the outstanding Deliverable Document or such other information as it considers satisfactory for the purposes of determining the value of the Series Assets. Noteholders agree and acknowledge that a valuation of the Series Assets at zero does not necessarily mean that the Series Assets have no value but may reflect the inability of the Calculation Agent to determine the value of the Series Assets because it has not received the Deliverable Documents by their due date. Noteholders holding their Notes through any institution or custodian shall be responsible for contacting such institution or custodian to communicate that their holding of Notes should not be cancelled in such institution's or custodian's records by virtue of the fact that the Notes are valued at zero and the Calculation Agent shall not incur any liability in connection therewith

8.7 The Calculation Agent is entitled to rely on the Deliverable Documents and any certification, notification, calculation, determination or announcement made by or on behalf of the Partnership and / or any agent of the Partnership in connection with the Series Assets and shall not be obliged to make any investigation or enquiry into, and shall incur no liability to any person for relying on, any such Deliverable Document or any certification, notification, calculation, determination or announcement

reasonably believed by it to be genuine and made by or on behalf of the Partnership and/or any agent of the Partnership.

9 Failure to Deliver a Deliverable Document

9.1 If an Audit Deliverable Document is not received by or on behalf of the Issuer by its respective due date, the Issuer will notify Noteholders in accordance with Condition 7 (*Notices*) of the failure to receive such document and:

(A) the obligation of the Calculation Agent to prepare the NAV Reports shall be suspended;

(B) all subscriptions and redemptions of the Notes shall be suspended; and

(C) all further investments by or on behalf of the Issuer in Charged Assets shall be suspended,

in each case until such time as the failure is remedied to the satisfaction of the Issuer.

9.2 If the failure to deliver an Audit Deliverable Document is not remedied by the first day of the third month following the month in which the respective due date occurs (i.e. the 1st of October where the due date falls on any date in July), the Issuer may elect to effect an optional redemption of all of the Notes pursuant to Condition 2.10.2 (*Optional Redemption by the Issuer*).

9.3 If a Non-Audit Deliverable Document is not received by or on behalf of the Issuer by the date falling thirty (30) days after its respective due date the Issuer will notify Noteholders in accordance with Condition 7 (*Notices*) of the failure to receive such document and,

(A) the obligation of the Calculation Agent to prepare a NAV Report shall be suspended;

(B) all subscriptions and redemptions of the Notes shall be suspended; and

(C) all investments by or on behalf of the Issuer in Charged Assets shall be suspended,

in each case until such time as the failure is remedied to the satisfaction of the Issuer.

9.4 If the failure to deliver a Non-Audit Deliverable Document is not remedied by the day falling ninety (90) days after its respective due date the Issuer may elect to exercise an optional redemption of all of the Notes pursuant to Condition 2.10.2 (*Optional Redemption by the Issuer*).

10 Fees

To the extent not discharged by any person on its behalf, the Issuer will be required to pay the following fees and expenses in connection with the Notes:

(1) the Ordinary Expenses;

(2) the Extraordinary Expenses;

(3) the Acquisition and Realisation Costs; and

(4) any Tax Liabilities.

11 Further Issues

Pursuant to Condition 16 (*Further Issues*) as amended and supplemented by this Special Condition 11 (*Further Issues*), the Issuer shall be at liberty to issue Further Notes with the express intention that such Further Notes be consolidated and form a single series with the Notes (and with any subsequent Further Notes so issued) provided that the net proceeds of issue of such Further Notes shall be invested in additional Series Assets which are identical to the existing Series Assets and provided that the additional Series Assets represent a proportion of the existing Series Assets which the proportion that the principal amount of Further Notes to be issued bears to the Notes in issue prior to the issuance of the Further Notes.

12 Extraordinary Resolutions of the Noteholders

The Programme Coordinator and the Programme Structurer may, in its and/or their absolute discretion, request direction to the Issuer and Trustee from the Noteholders by way of Extraordinary Resolution.

13 Realisation of Charged Assets

The Programme Coordinator may, at any time, give the Issuer written notice requesting it to realise a specified number of LP Interests in order to fund a redemption of Notes or to cover any fees and expenses of the Issuer. Following such written notice the Issuer or another person on its behalf may make efforts to realise the specified number of Interests. Any realisation proceeds of the LP Interests shall be used for the purpose specified by the Programme Coordinator in the written notice and not for any other purpose.

14 **Distributor**

The Issuer has, pursuant to a distribution agreement (the "**Distribution Agreement**") appointed Driftwood Euro Solutions, LLC, a Delaware limited liability company, as a distributor (the "**Distributor**") pursuant to which the Distributor may procure subscribers for the Notes or enter into agreements with third parties whereby such third parties will procure subscribers for the Notes. No fees will be payable directly by the Issuer to the Distributor or any third party appointed by the Distributor provided however that the Distributor and third party may receive fees from the Partnership which they shall be entitled to retain for their own account.

5 USE OF PROCEEDS

The entire net proceeds from the issue of the Notes and any Further Notes, will be invested by the Issuer in the LP Interests on or as soon as practical following the date on which Notes or Further Notes are subscribed for.

6 INFORMATION RELATING TO THE CHARGED ASSETS

The Issuer intends to use the net proceeds of the issuance of the Notes to invest, on or as soon as practicable following the Issue Date, in limited partnership interests (the "**LP Interests**") in Driftwood Great North Partners III, LP (the "**Partnership**"), registered under the laws of the Province of Ontario on 14 June 2023, having its registered office at 181 Bay Street, 1800, Toronto, Ontario, Canada M5J 2T9. The general partner of the Partnership is Driftwood Great North GP III, LLC, a Delaware limited liability company, and is responsible for the management of the Partnership's affairs as more particularly set out in the Investment Summary and Limited Partnership Agreement.

The Partnership has been formed for the purpose of acquiring, owning and dealing with the limited partner interests of Driftwood Great North Partners US III, LP, a Delaware limited partnership organised by the Partnership and the General Partner (as defined below) for the purpose of directly or indirectly entering into participation agreements with respect to existing mezzanine debt instruments.

The Issuer may invest in new LP Interests from time to time from the proceeds of the issuance of Notes.

The LP Interests

For a detailed description of the LP Interests and the Partnership see the Investment Summary, the Underlying Risk Factors, the Limited Partnership Agreement and the Subscription Agreement which are included as Appendix 1 to this Series Memorandum.

Any person who does not fully understand the investment represented by the LP Interests (including the merits and risks associated with such an investment), should not acquire Notes.

7 DESCRIPTION OF THE FEES AND EXPENSES

The following is a description of the arrangements which will apply in respect of the fees and expenses which are payable by the Issuer in respect of the Notes and the manner in which they will be discharged.

Fees Payable by the Issuer

To the extent not discharged by any person on its behalf, the Issuer will be required to pay the following fees and expenses in connection with the Notes:

(1) the Ordinary Expenses;

(2) the Extraordinary Expenses;

(3) the Acquisition and Realisation Costs, and

(4) any Tax Liabilities.

The terms Ordinary Expenses, Extraordinary Expenses and Acquisition and Realisation Costs are defined in Special Condition 1 (Definitions).

Discharge of Fees by the Issuer

The Facilitation Fee which is payable to the Issuer by the Partnership (as described below) shall be utilised by the Issuer to discharge the Ordinary Expenses of the Series (other than Uncovered Ordinary Expenses). Furthermore, the Partnership has agreed to fund the payment of the Uncovered Ordinary Expenses and Extraordinary Expenses of the Issuer. The Acquisition and Realisation Costs will be discharged from the proceeds of the Notes and the Charged Assts and will reduce the Net Asset Value of the Portfolio. Any Tax Liabilities which may arise from time to time shall be charged to the Charged Assets.

If the Partnership fails to pay the Facilitation Fee or amounts in respect of the Extraordinary Expenses or Uncovered Ordinary Expenses, the Programme Structurer has agreed to pay such amounts to the Issuer. If the relevant amounts are not received by the Issuer from the Partnership or the Programme Structurer, such amounts will be funded from proceeds of the Charged Assets.

A portion of the Charged Assets may be redeemed or realised in accordance with Special Condition 14 (*Redemption of Charged Assets*) and the proceeds applied towards the discharge of the fees and expenses of the Issuer. This may result in a decrease of Net Asset Value of the Portfolio and lead to a reduction in the Redemption Amounts and / or Interest Amounts (if any) paid to Noteholders.

Ordinary Expenses

The Ordinary Expenses which are payable by the Issuer are the:

(1) fees and expenses payable to the Trustee in accordance with the terms of the Series Trust Deed;

(2) fees and expenses payable to the Agents in accordance with the Series Agency Agreement;

(3) fees and expenses payable to the Programme Coordinator in accordance with the Series Coordination Agreement;

(4) any other fees, costs and expenses payable by the Issuer which are directly attributable to the Notes, including:

(aa) costs incurred in connection with the issuance, listing and clearing of the Notes and / or the performance of obligations in relation thereto;

(bb) any commissions, fees, costs and expenses payable by the Issuer pursuant to the Series Constituting Instrument and the Series Documents as defined therein;

(cc) any fees, costs and expenses of the corporate services provider of the Issuer payable in respect of the Notes;

(dd) any fees incurred in connection with the appointment of process agents required to be appointed pursuant to the Transaction Documents;

(ee) any legal fees and disbursements payable by the Issuer, the Programme Coordinator or the Trustee to the legal advisers to the Issuer, the Programme Coordinator or the Trustee in respect of the issuance of the Notes; and

(ff) any other fees, costs or expenses as designated by the Programme Coordinator.

(5) a portion, as determined by the Calculation Agent (based on a pro rata allocation of the shortfall among each outstanding Series issued under the Programme based on the respective Net Asset Value of the Portfolio of each Series or such other method as the Calculation Agent considers fair and reasonable), of any fees, costs and expenses incurred by the Issuer in respect of the Programme or the general maintenance or operation of the Issuer which are not directly attributable to any Series of Notes; and

(6) a total of EUR 1,000 per annum which shall be retained by the Issuer in respect of all Series in issuance,

but in each case not including Extraordinary Expenses, Acquisition and Realisation Costs and Tax Liabilities.

Uncovered Ordinary Expenses

The Issuer may incur Ordinary Expenses which shall not be funded by the Facilitation Fee (in the manner as described below) ("**Uncovered Ordinary Expenses**"). Such amounts shall include the following:

(1) a notes registration fee of 0.20 bps per month of the aggregate principal amount outstanding of all Notes in issue, including Notes which have been issued but not yet subscribed; and

(2) a technology service charge of EUR 150 per month which shall increase on 31 December of each year by an amount equal to the most recently published annual percentage increase (if any) for All Items in the US CPI-U (Consumer Price Index for All Urban Consumers) as at that date.

The amount of the Uncovered Ordinary Expenses may increase from time to time and the Issuer may also incur additional Uncovered Ordinary Expenses from time to time.

Programme Coordinator Fee

The Ordinary Expenses include a fee which is payable to the Programme Coordinator (the "**Programme Coordinator Fee**") under the terms of the Series Coordination Agreement.

The Programme Coordinator Fee shall be calculated by the Calculation Agent and shall be an amount per annum equal to: (i) the Base Amount; less (ii) the Deductible Expenses.

Base Amount

Subject to it being at least equal to the Minimum Series Base Amount and subject to the Minimum Programme Base Amount as detailed below, the base amount shall be calculated as an amount equal to 0.50% of the first USD 10,000,000; (ii) 0.45% of the portion between USD 10,000,000 and USD 20,000,000, (iii) 0.40% of the portion between USD 20,000,000 and USD 40,000,00; and (iv) 0.35% of any sum thereafter (the "**Base Amount**").

Minimum Series Base Amount Level

The Base Amount for the purposes of calculating the Programme Coordinator Fee shall be subject to a minimum amount of EUR 2,000 per month ("**Minimum Series Base Amount**"). The Minimum Series Base Amount shall increase on 31 December of each year by an amount equal to the most recently published annual percentage increase (if any) for All Items in the US CPI-U (Consumer Price Index for All Urban Consumers) as at that date.

Minimum Programme Base Amount Level

At all times prior to the Programme being terminated, the aggregate of the Base Amounts for the purpose of calculating the Programme Coordinator Fee in respect of all Series issued under the Programme shall be subject to a minimum amount of EUR 7,000 per month (the "**Minimum Programme Base Amount**"). The Minimum Programme Base Amount shall increase on 31 December of each year by an amount equal to the most recently published annual percentage increase (if any) for All Items in the US CPI-U (Consumer Price Index for All Urban Consumers) as at that date.

To the extent that the aggregate Programme Coordinator Fee which is payable in respect of all Series is increased as a consequence of the use of the Minimum Programme Base Amount, a portion, as determined by the Calculation Agent (based on a pro rata allocation among each outstanding Series issued under the Programme based on the respective Net Asset Value of the Portfolio of each Series), of such increase shall be allocated to each Series so that each Series shall be responsible for paying a portion of the Minimum Programme Base Amount.

Deductible Expenses

For the purposes of calculating the Programme Coordinator Fee, all Ordinary Expenses, other than the Programme Coordinator Fee and Uncovered Ordinary Expenses, shall be "**Deductible Expenses**".

Accrual of Programme Coordinator Fee

The Programme Coordinator Fee shall accrue daily (based on the Net Asset Value as at the latest NAV Report Date) and shall be payable monthly in arrear on the last Business Day of

each month that the Notes remain outstanding and on the date of the final redemption of the Notes.

Alternative Calculation of Programme Coordinator Fee

To the extent that on any date on which the Programme Coordinator Fee is to be calculated, it is not possible (as determined by the Calculation Agent in its discretion) to calculate the Net Asset Value of the Portfolio of any Series due to a failure of the Issuer to receive any valuations of the Charged Assets which are to be delivered to it, the Programme Coordinator Fee shall instead be calculated by reference to the aggregate outstanding principal amount of the outstanding Notes of that Series.

Extraordinary Expenses

The Extraordinary Expenses are any fees and expenses incurred by the Issuer which are determined by the Calculation Agent to be outside the normal and ordinary course of business for the Series.

Acquisition and Realisation Costs

The Acquisition and Realisation Costs are the costs incurred by the Issuer in respect of the acquisition and realisation of the Charged Assets.

Tax Liabilities

The Tax Liabilities are any taxes payable by the Issuer or for which the Issuer is required to reimburse any other party, whether in Ireland or in any other jurisdiction which are attributable to or otherwise allocated to the Series.

Fees Payable to the Issuer

Facilitation Fee

In consideration of the investments to be made by the Issuer in the Partnership, the Partnership has agreed to pay the Issuer a facilitation fee (the "**Facilitation Fee**").

Subject to it being at least equal to the Minimum Series Facilitation Fee and the Minimum Programme Fee, the Facilitation Fee shall be calculated as an annual fee in an amount equal to: 0.50% of the first USD 10,000,000; (ii) 0.45% of the portion between USD 10,000,000 and USD 20,000,000, (iii) 0.40% of the portion between USD 20,000,000 and USD 40,000,00; and (iv) 0.35% of any sum thereafter, of the Net Asset Value of the Portfolio. The Facilitation Fee shall accrue daily (based on the Net Asset Value as at the latest NAV Report Date) and shall, subject as set out below, be payable monthly in arrear on the last Business Day of each month that the Notes remain outstanding and on the date of the final redemption of the LP Interests.

The Facilitation Fee payable by the Partnership shall be subject to a minimum amount of EUR 2,000 per month ("**Minimum Series Facilitation Fee**"). For each other Series of Notes issued by the Issuer under the Programme, the Issuer shall be entitled to receive a fee which is calculated on the same basis as the Facilitation Fee (each such fee, an "**Equivalent Fee**"). At all times prior to the Programme being terminated, the aggregate of the Facilitation Fee and each Equivalent Fee in respect of other Series issued under the Programme shall be subject to a minimum amount of EUR 7,000 per month (the "**Minimum Programme Fee**"). To the extent that for any month, the aggregate of the Facilitation Fee and each Equivalent Fee in respect of other Series issued under the Programme would otherwise be less than the Minimum Programme Fee, the Facilitation Fee shall be increased (such increased fee, the

"**Increased Facilitation Fee**") by a portion of the shortfall, calculated based on a pro rata allocation of the shortfall among each outstanding Series issued under the Programme based on the respective Net Asset Value of the Portfolio of each Series.

The Minimum Series Facilitation Fee and the Minimum Programme Fee shall increase on 31 December of each year by an amount equal to the most recently published annual percentage increase (if any) for All Items in the US CPI-U (Consumer Price Index for All Urban Consumers) as at that date.

To the extent that on any date on which the Facilitation Fee is to be calculated, it is not possible (as determined by the Calculation Agent in its discretion) to calculate the Net Asset Value of the Portfolio of any Series due to a failure of the Issuer to receive any valuations of the Charged Assets which are to be delivered to it, the Facilitation Fee shall instead be calculated by reference to the aggregate outstanding principal amount of the outstanding Notes of that Series.

If the Partnership fails to pay the Facilitation Fee, the Programme Structurer has agreed to pay such amounts to the Issuer.

Uncovered Ordinary Expenses

The Partnership has agreed to fund the payment of the Uncovered Ordinary Expenses which are payable by the Issuer from time to time.

If the Partnership fails to pay amounts in respect of the Uncovered Ordinary Expenses, the Programme Structurer has agreed to pay such amounts to the Issuer.

Extraordinary Expenses

The Partnership has further agreed to fund the payment of the Extraordinary Expenses which are payable by the Issuer from time to time.

If the Partnership fails to pay amounts in respect of the Extraordinary Expenses, the Programme Structurer has agreed to pay such amounts to the Issuer.

Non-Payable Expenses

Notwithstanding the above, none of the Partnership nor the Programme Structurer shall have any liability or responsibility for Non-Payable Expenses and none of them shall be required to make any payment to the Issuer or any other person in respect of Non-Payable Expenses.

As used above, "*Non-Payable Expenses*" means:

(a) any amount due or payable by way of principal, interest, premium or otherwise to any person under or pursuant to any Series 501 Notes or any other Notes issued from time to time by the Issuer;

(b) any corporate tax, income tax, capital gains tax, withholding tax or similar taxes payable by or assessed against the Issuer or its shareholders or for which the Issuer or any shareholder of the Issuer is or becomes accountable to any taxing authority in or of Ireland or any other jurisdiction (or any political subdivision or authority therein or thereof);

(c) any amount due or payable by reason of any delay or default in the payment of any such amount as is referred to in (a), and (b) above;

(d) save in certain limited circumstances, any fees, costs and expenses of any liquidator or other insolvency official appointed in relation to the liquidation or winding-up of the Issuer; and

(e) any fees, costs and expenses or other amounts which (i) have been extinguished in accordance with the terms of any limited recourse provisions or other provisions of similar effect to which they are subject; or (ii) which are otherwise no longer legally enforceable against the Issuer.

Fees payable by the Partnership in respect of the LP Interests

Investors in the Notes should take note of the fees payable by the Partnership, whether directly or indirectly through any underlying vehicles in which it invests. Details of the fees payable by the Partnership and/or the vehicles in which it invests are specified in the Investment Summary (a copy of which is appended to the Series Memorandum). Fees payable by the Partnership will result in a reduction in the value of the LP Interests which shall result in a corresponding reduction in Net Asset Value of the Portfolio.

In addition, as noted above the Partnership has agreed to pay a Facilitation Fee to the Issuer which will be used by the Issuer to discharge its Ordinary Expenses, other than Uncovered Ordinary Expenses. The Partnership has also agreed to fund the payment of any Uncovered Ordinary Expenses and Extraordinary Expenses which are payable by the Issuer. The payment of such amounts by the Partnership will reduce the value of the LP Interests which will be reflected by a corresponding reduction in the value of the Notes and a reduction in the amount receivable by Noteholders upon the redemption of the Notes.

8 DESCRIPTION OF THE SECURITY ARRANGEMENTS AND LIMITED RECOURSE AND NON-PETITION PROVISIONS

Introduction

The Notes will be secured, limited recourse obligations of the Issuer. The purpose of this section is to provide further information in respect of these important features of the Notes, which are included in the Conditions. However, the following description is a summary only of certain aspects of the security arrangements and is subject in all respects to the terms of the Series Trust Deed, the Series Charging Instrument, the Programme Accounts Security Agreement and the Conditions of the Notes, of which Noteholders are deemed to have notice and by which they are bound.

The Issuer will grant the security described below to the Trustee as continuing security for the payment of the Secured Obligations (being all payment and other obligations of the Issuer under the Notes and the Series Documents). The Trustee shall hold such Security on behalf of itself and the other Secured Parties (which includes the Noteholders).

Security arrangements

The Notes will be secured by security granted over the Mortgaged Property (including the Series Assets and the Related Rights obtained with the entire net proceeds of the issue of the Notes) pursuant to the Series Trust Deed, the Series Charging Instrument and the Programme Accounts Security Agreement, each of which is described below (the "**Security**").

Series Trust Deed

Under the Series Trust Deed, as amended by the terms of the Series Constituting Instrument, the Issuer, in favour of the Trustee for itself and as trustee for the Secured Parties, and as continuing Security, will:

(A) charge by way of first fixed charge all of its present and future right, title, benefit and interest in all of the present and future Charged Assets and all property, assets and sums derived therefrom;

(B) assign absolutely by way of security all of its present and future right, title, benefit and interest in, attaching or relating to the present and future Charged Assets and all property, sums and assets derived therefrom, including, without limitation, any right to delivery thereof or to an equivalent number or principal value thereof which arises in connection with any such assets being held in a clearing system through a financial intermediary;

(C) charge by way of first fixed charge all of its present and future right, title, benefit and interest in all present and future sums, cash amounts and Charged Assets held by, or for, the Principal Paying Agent to meet payments due in respect of any Secured Obligation for the Notes;

(D) assign absolutely by way of security all of its present and future right, title, benefit and interest in the Series Documents and in all property, assets and sums derived from such Series Documents;

(E) assign absolutely by way of security all of its present and future right, title, benefit and interest in the Charged Programme Accounts Agreements and in all property, assets and sums derived from such agreements to the extent that they relate to the Notes (and no other Series);

(F) assign absolutely by way of security all of its present and future right, title, benefit and interest in, attaching or relating to the present and future Underlying Series Assets Documents and in all property, assets and sums derived from such agreements;

(G) assign absolutely by way of security its present and future right, title, benefit and interest in, attaching or relating to any other present and future agreement entered into between the Issuer and/or the Programme Coordinator and/or the Programme Structurer and/or the Charged Assets Realisation Agent and/or the Charged Assets Liquidation Agent and/or the Calculation Agent and in all property, assets and sums derived from such agreements for the Notes; and

(H) assign absolutely by way of security all of its present and future right, title, benefit and interest in, to and under the Subscription Agreement, the Distribution Agreement and the Letter Agreement and all sums derived therefrom.

As continuing security for the due payment, performance and discharge of the Secured Obligations the Issuer as legal and beneficial owner will charge by way of floating charge in favour of the Trustee for itself and on trust for the Secured Parties all of the Mortgaged Property which is not effectually charged or assigned as described above.

Series Charging Instrument

Pursuant to the Series Charging Instrument, the Issuer will grant in favour of the Trustee, as security for itself, and the Secured Parties, a security interest governed under the laws of the State of Delaware over the LP Interests.

Prospective investors should be aware that upon an enforcement of the security created by the Series Charging Instrument over the LP Interests, there may be restrictions on the transferability of the LP Interests including with respect to the persons or entities who are eligible to acquire the Securities. Additionally, any such transfer would require the consent of the Partnership. Such restrictions may limit the ability of the Trustee to realise the LP Interests by way of a sale upon an enforcement of the Series Charging Instrument which could result in a delay in the proceeds of the LP Interests being distributed to Noteholders following the enforcement of the Series Charging Instrument.

Programme Accounts Security Agreement

Pursuant to the Programme Accounts Security Agreement, the Issuer has granted security over the Programme Operating Accounts Bank Agreement, Programme Unwind Account Custody Agreement and any accounts held pursuant thereto in favour of the Trustee, as security for itself and the Secured Parties in respect of the Issuer's obligations to the Trustee (whether for its own account or as trustee for the Secured Parties) in respect of all Series under the Programme. Pursuant to a deed of confirmation, the Issuer will confirm to the Trustee that the Programme Accounts Security Agreement charges the Programme Operating Accounts Bank Agreement, Programme Unwind Account Custody Agreement and any accounts held pursuant thereto in favour of the Trustee in respect of the Issuer's obligations under Series 501.

Enforcement

The Security will become enforceable if the Notes are accelerated so as to become immediately due and repayable following the occurrence of an Event of Default.

In such circumstances (subject as described below) the Trustee at its discretion may, and if so directed by the relevant parties shall, upon being indemnified, secured and / or prefunded to its satisfaction, realise the Charged Assets. In realising the Charged Assets the Trustee may, but shall not be obliged to, procure the sale of the Charged Assets or may request the redemption of the Charged Assets if the Charged Assets allow for such request.

The Conditions provide that following an Event of Default the Trustee shall not take any steps to enforce the Security for a period of 30 calendar days. During this period the Issuer may in its discretion determine that either: (a) the obligations of the Issuer shall be satisfied by a Delivery in Kind of the Net Charged Assets or (b) the process for the realisation of the Charged Assets by the Charged Assets Realisation Agent shall be followed. Investors should be aware that a potential consequence of either scenario (as described more fully above) is that the Notes may be redeemed at zero where it is not possible to effect a delivery or a realisation of the Charged Assets as the case may be.

Priority of Claims and Limited Recourse and Non Petition provisions

Upon an enforcement of the Security, the net sums realised could be insufficient to pay all the amounts due to the Noteholders under the Notes and the amounts due to the other Secured Parties. The Trustee, the Agents, the Back Office Agent, the Programme Structurer, the Programme Coordinator and the Noteholders (in each case to the extent that their claims are secured) shall have recourse only to the Mortgaged Property and any Series Settlement Account Entitlement. If, the Trustee having realised the Mortgaged Property, the proceeds thereof together with any Series Settlement Account Entitlement are insufficient for the Issuer to make all payments then due to all such parties, the obligations of the Issuer will be limited to such proceeds of realisation of the Mortgaged Property and the Series Settlement Account Entitlement and no other assets of the Issuer will be available to meet such shortfall. Amounts owing to the Trustee (including any costs of a receiver or similar official), the Back Office Agent, Programme Structurer, the Programme Coordinator and the Agents and the other expenses of the Issuer in respect of the Notes shall rank prior to the Noteholders in the application of all moneys received in connection with the realisation or enforcement of the Security. The Trustee, the Agents, the Back Office Agent, the Programme Structurer, the Programme Coordinator, the Noteholders or anyone acting on behalf of any of them shall not be entitled to take any further steps against the Issuer to recover any further sum and no debt shall be owed to any such persons by the Issuer. In particular, none of the Trustee, the Back Office Agent, the Programme Structurer, the Programme Coordinator and the Agents or any holder of the Notes may petition or take any other step for the winding-up, liquidation or examinership of the Issuer, and none of them shall have any claim in respect of any sum arising in respect of the Charged Assets for any other Series.

9 INFORMATION RELATING TO THE PROGRAMME STRUCTURER

Driftwood Euro Solutions, LLC ("**Driftwood Euro**") is the Programme Structurer in respect of the Notes. Driftwood Euro is a company incorporated under the laws of the state of Delaware and having its registered office at 251 Little Falls Drive, Wilmington, DE 19808 limited liability company. Its business activities consist of providing financial services for the benefit of its affiliated entities.

As Programme Structurer, Driftwood Euro is responsible for the structuring of the Notes and assisting the Issuer with other administrative matters in accordance with the terms of the Series Structuring Agreement and the Conditions of the Notes. Under the terms of the Series Structuring Agreement, the Programme Structurer may also (i) procure that potential investors subscribe for or acquire Notes directly from the Issuer or (ii) procure that third party distributors procure that prospective purchasers subscribe for or acquire Notes directly from the Issuer.

The Issuer and the Programme Structurer have agreed that each of the matters which are the subject of the services and duties to be provided by the Programme Structurer shall remain subject to the control and supervision of the Issuer.

The Issuer may, in the event that the Programme Structurer shall be in material breach of its obligations under the Series Structuring Agreement and such breach continues for a period of thirty (30) days following the giving of notice by the Issuer to the Programme Structurer of the occurrence of the material breach, terminate the appointment of the Programme Structurer, subject to the Issuer giving not less than thirty (30) calendar days' prior written notice subject to and in accordance with the terms of the Series Structuring Agreement. In such case the Issuer would appoint a successor in accordance with the terms of the Series Structuring Agreement.

The holder of the Notes shall not have any rights directly against the Programme Structurer.

10 INFORMATION RELATING TO THE PROGRAMME COORDINATOR

FlexFunds Ltd, an exempted company incorporated in the Cayman Islands with limited liability, is the Programme Coordinator in respect of the Notes.

As Programme Coordinator, FlexFunds Ltd is responsible for certain management and administrative functions in relation to the Charged Assets and the Notes pursuant to the terms of the Series Coordination Agreement.

The Issuer and the Programme Coordinator have agreed that each of the matters which are the subject of the services and duties to be provided by the Programme Coordinator shall remain subject to the control and supervision of the Issuer.

The Issuer may, in the event that the Programme Coordinator shall be in material breach of its obligations under the Series Coordination Agreement and such breach continues for a period of thirty (30) calendar days following the giving of notice by the Issuer to the Programme Coordinator of the occurrence of the material breach, terminate the appointment of the Programme Coordinator, subject to the Issuer giving not less than thirty (30) calendar days' prior written notice subject to and in accordance with the terms of the Series Coordination Agreement. The Programme Coordinator may at any time resign subject to giving sixty (60) calendar days' prior written notice to the Issuer. In such case the Issuer would appoint a successor in accordance with the terms of the Series Coordination Agreement.

The holder of the Notes shall not have any rights directly against the Programme Coordinator.

Programme Coordinator Fee

The fees payable to FlexFunds Ltd as the Programme Coordinator are described in Section 7 (*Description of the Fees and Expenses*) of this Series Memorandum.

11 INFORMATION RELATING TO THE CALCULATION AGENT

FlexFunds ETP LLC, a Miami based investment services company, is the Calculation Agent in respect of the Notes.

As Calculation Agent, FlexFunds ETP LLC is responsible for performing certain calculations in relation to the Notes in accordance with the terms of the Series Agency Agreement and the Conditions of the Notes.

The Issuer may at any time terminate the appointment of the Calculation Agent, subject to giving thirty (30) days' prior written notice subject to and in accordance with the terms of the Series Agency Agreement. The Calculation Agent may at any time resign subject to giving sixty (60) days' prior written notice to the Issuer. In such case the Issuer would appoint a successor in accordance with the terms of the Series Agency Agreement.

The holder of the Notes shall not have any rights directly against the Calculation Agent.

12 INFORMATION RELATING TO THE BACK OFFICE AGENT AND CHARGED ASSETS REALISATION AGENT

GWM LTD has been appointed as Back Office Agent pursuant to the terms of the Series Back Office Agency Agreement and as Charged Assets Realisation Agent pursuant to the terms of the Series Agency Agreement.

GWM LTD was incorporated in Bermuda in December 2014 and is licensed to conduct investment business by the Bermuda Monetary Authority. The Bermuda Monetary Authority granted approval to GWM LTD for a license under section 16 of the Investment Business Act 2003.

Back Office Agent

GWM LTD as Back Office Agent has an administrative role and its main function is to coordinate subscription and redemption trades between the Issuer and purchasers of the Notes.

GWM LTD will not be able to confirm any subscription or redemption trades on behalf of the Issuer if the Calculation Agent cannot provide a Net Asset Value. In addition, The Issuer may instruct GWM LTD as Back Office Agent at any time that it is no longer permitted to confirm any transactions on behalf of the Issuer.

GWM LTD as Back Office Agent has no control over the Net Asset Value calculations and does not verify the Net Asset Value calculations received from the Calculation Agent.

GWM LTD as Back Office Agent has the right to refuse to process orders for any counterparty at its own discretion.

GWM LTD as Back Office Agent will limit its interaction to regulated financial institutions. GWM LTD cannot interact with retail clients.

As Back Office Agent, GWM LTD has agreed to comply with all duties and responsibilities set out in the Conditions of the Notes, and to strictly adhere to the Selling Restrictions.

GWM LTD, as Back Office Agent is not, under any circumstances whatsoever, obliged to make a market for the Notes or to provide liquidity in the secondary market with respect to the Notes.

Charged Assets Realisation Agent

As Charged Assets Realisation Agent, GWM LTD is responsible to the Issuer for taking steps in order to realise the Charged Assets as required for the purposes of the Notes. The Charged Assets Realisation Agent acts pursuant to the terms of the Series Agency Agreement and in accordance with the Conditions of the Notes. The Charged Assets Realisation Agent shall, on behalf of and on the instructions of the Issuer, sell or procure the sale or other means of realisation of the Charged Assets and shall be entitled to deduct any costs, expenses, taxes and duties incurred in connection with any disposal, realisation or transfer of such Charged Assets. The Charged Assets Realisation Agent may, at its discretion, enter into agreements with third parties (each such third party a "**Charged Assets Liquidation Agent**") for the purpose of liquidation, realisation, disposal or transfer of Charged Assets, and shall be entitled to deduct any costs, expenses, taxes, duties and / or interest due and incurred in connection with such liquidation, realisation, disposal or transfer by the Charged Assets Liquidation Agent from any Redemption Amount as further described in the Conditions.

The Charged Assets Realisation Agent (or, if applicable, the Charged Assets Liquidation Agent) may sell or procure the sale or other means of realisation of the Charged Assets in such manner and to and / or involving such person as it thinks fit and shall be entitled to sell and procure the sale or other means of realisation of the Charged Assets at such price as it determines in its sole discretion. The Charged Assets Realisation Agent (including, if applicable, the Charged Assets Liquidation Agent) shall not be responsible or liable for any failure to sell or realise the Charged Assets or any delay in doing so nor for any loss suffered or incurred by any person as a result of their sale or other means of realisation including any loss attributable to the price or value for which the Charged Assets were sold or realised.

General

The Issuer may at any time terminate the appointment of the Back Office Agent or the Charged Assets Realisation Agent, subject to giving 30 days' prior written notice subject to and in accordance with the terms of the Series Back Office Agency Agreement or the Series Agency Agreement, as the case may be. The Back Office Agent and the Charged Assets Realisation Agent may at any time resign subject to giving 60 days' prior written notice to the Issuer. In such case the Issuer would appoint a successor in accordance with the terms of the Series Back Office Agency Agreement or Series Agency Agreement, as the case may be.

GWM LTD has not independently verified the information contained in this Series Memorandum. Accordingly, no representation, warranty or undertaking is made, whether express or implied, and no responsibility or liability is accepted by GWM LTD as to the accuracy, completeness or nature of the information contained in this Series Memorandum, the Programme Memorandum, Investment Summary, Underlying Risk Factors, Limited Partnership Agreement and Subscription Agreement, any other document in relation to the Programme, or with respect to the legality of investment in the Notes by any prospective investor or purchaser under applicable laws or regulations.

GWM LTD shall not, under any circumstances, be responsible for, or obliged to monitor or verify or investigate the performance or operation of any party appointed in relation to the Programme.

GWM LTD shall not, under any circumstances, be responsible for, or obliged to monitor or verify the performance or operation of the Issuer. Furthermore, GWM LTD shall not be liable (whether directly or indirectly, in contract, in tort or otherwise) to the Issuer, any Noteholder or any other party to the Programme or any person for any loss incurred by such person that arises out of or in connection with the performance by GWM LTD, as Back Office Agent or Charged Assets Realisation Agent, provided that nothing shall relieve GWM LTD, as Back Office Agent or Charged Assets Realisation Agent from any loss arising by reason of acts or omissions constituting gross negligence, wilful default or fraud of the Back Office Agent or Charged Assets Realisation Agent.

GWM LTD does not provide any investment or tax advice in respect of the Programme or the Notes.

GWM LTD's role with respect to the Programme is limited to its functions as Back Office Agent and Charged Assets Realisation Agent.

The holder of the Notes shall not have any rights directly against the Back Office Agent or the Charged Assets Realisation Agent.

13 INFORMATION RELATING TO THE ISSUER

General

The Issuer DCXPD Designated Activity Company, was incorporated in Ireland as a designated activity company on 29 March 2023, with registration number 737646 under the Companies Acts 2014 as amended.

The registered office of the Issuer is at 116 Mount Prospect Avenue, Clontarf, Dublin 3, Ireland. The email address of the Issuer is: contact@veritacorporate.com. The authorised share capital of the Issuer is EUR 1,000 divided into 1,000 ordinary shares of EUR 1 (the "**Shares**"). The Issuer has issued 1 Share, which is fully paid. The issued Share is held by Boru Corporate Trustees Limited (the "**Share Trustee**"). The Share Trustee owns the issued Share under the terms of a declaration of trust dated 29 March 2023, under which the Share Trustee holds the issued Share respectively of the Issuer on trust for charitable purposes.

Business

The principal objects of the Issuer are, amongst other things, to:

1. carry out the business of a securitisation company including all activities ancillary thereto;

2. invest and deal with the property of the Issuer in such manner as may from time to time be determined by the Issuer's board of directors and to dispose of or vary such investments and dealings;

3. lend and advance money or other property or give credit or financial accommodation to any company or person in any manner either with or without security and whether with or without the payment of interest and upon such terms and conditions as the Issuer's board of directors shall think fit or expedient; and

4. borrow or raise money or capital in any manner and on such terms and subject to such conditions and for such purposes as the Issuer's board of directors shall think fit or expedient, whether alone or jointly and/or severally with any other person or company, including, without prejudice to the generality of the foregoing, whether by the issue of debentures or debenture stock (perpetual or otherwise) or otherwise, and to secure, with or without consideration, the payment or repayment of any money borrowed, raised or owing or any debt, obligation or liability of the Issuer or of any other person or company whatsoever in such manner and on such terms and conditions as the Issuer's board of directors shall think fit or expedient and in particular by mortgage, charge, lien, pledge or debenture or any other security of whatsoever nature or howsoever described, perpetual or otherwise, charged upon all or any of the Issuer's property, both present and future, and to purchase, redeem or pay off any such securities and also to accept capital contributions from any person or company in any manner and on such terms and conditions and for such purposes as the Issuer's board of directors shall think fit or expedient.

The Issuer is a special purpose vehicle.

So long as any of the Notes remain outstanding, the Issuer will be subject to the restrictions set out in the Conditions, each Series Constituting Instrument and each other Series Document.

The Issuer has, and will have, no assets other than the sum of EUR 1 representing the issued and paid-up share capital, such fees (as agreed) payable to it in connection with the issue of Notes or the purchase, sale or incurring of other obligations and any Mortgaged Property, any other assets on which the Notes are secured and any Series Settlement Account Entitlement. Save in respect of the fees generated in connection with each issue of Notes, any related profits and the proceeds of any deposits and investments made from such fees or from amounts representing the Issuer's issued and paid-up share capital, the Issuer will not accumulate any surpluses.

The Notes are obligations of the Issuer alone and not of, or guaranteed in any way by, the Share Trustee or the Trustee. Furthermore, they are not obligations of, or guaranteed in any way by, the Programme Coordinator, the Programme Structurer, the Back Office Agent or any Agent or any other person.

The Issuer is not, and will not be, regulated by the Central Bank of Ireland (the "**Central Bank**") by virtue of the issue of the Notes but is required to make certain periodic filings to the Central Bank. Any investment in the Notes does not have the status of a bank deposit and is not subject to the deposit protection scheme operated by the Central Bank.

The Issuer has not underwritten and will not underwrite the issue of, place, offer, or otherwise act in respect of the Notes, otherwise than in conformity with the provisions of all laws applicable in the jurisdiction in which the Notes are offered.

Directors and Company Secretary of the Issuer

The Directors of the Issuer as at the date hereof are as follows:

Neil Fleming
Date of Birth: 6 December 1967
Nationality: Irish

John Dunphy
Date of Birth: 26 February 1951
Nationality: Irish

The company secretary is Verita Corporate Services Limited.

Corporate Services Provider of the Issuer

Verita Corporate Services Limited is the administrator of the Issuer (the "**Corporate Services Provider**"). Its duties include the provision of certain administrative, accounting and related services. The agreement between the Issuer and the Corporate Services Provider can be terminated by either party at any time by giving 120 days' written notice to the other party. The agreement may also be terminated by either party upon shorter notice upon the occurrence of certain specified events such as an event of default occurring in relation to the other party.

The business address of the Corporate Services Provider is at 116 Mount Prospect Avenue, Clontarf, Dublin 3, Ireland.

Auditors of the Issuer

Auditors of the Issuer, being accountants qualified to practice in Ireland shall be appointed by the Issuer prior to the preparation of the Issuer's first audited financial statements. The Issuer shall have the discretion to replace the auditor at any time.

Financial statements

The first audited financial statements of the Issuer will be prepared in respect of the period from the date of incorporation of the Issuer up to 31 December 2023. Thereafter, audited financial statements will be produced for each 12 month period ending 31 December.

Authorisation

The issue of the Notes was authorised by a resolution of the board of directors of the Issuer passed prior to the Issue Date.

Litigation

The Issuer is a recently established special purpose company and has been established for the sole purpose of issuing multiple Series of secured Notes under the Programme. There are no legal, governmental or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had a significant effect on the Issuer's financial position.

14 INFORMATION RELATING TO THE TRUSTEE

Apex Corporate Trustees (UK) Limited of 6th Floor, 125 London Wall, London, EC2Y 5DN has been appointed to act as Trustee pursuant to the terms of the Series Trust Deed.

The Trustee will hold the benefit of the Security on behalf of Noteholders and the other Secured Parties.

The Trustee shall not be responsible for, or be obliged to monitor or verify or investigate:

(A) any calculation in respect of the Portfolio or any element of the calculation thereof but shall be entitled to rely absolutely on any calculation by the Calculation Agent;

(B) the performance, operations or financial condition of the Portfolio or the terms of the Charged Assets or the calculation of amounts payable in respect thereof;

(C) the performance by the Issuer or any other person of any agreement relating to, or in connection with, the Portfolio and shall be entitled to assume that each of them is in compliance with the terms thereof unless and until expressly notified to the contrary in writing by the Issuer or the Calculation Agent;

(D) whether or not any Mandatory Redemption Event or any Event of Default has occurred and shall be entitled to assume that no such event has occurred unless and until expressly notified to the contrary in writing by the Issuer or the Calculation Agent; or

(E) save to the extent caused by its own gross negligence, wilful default or fraud the Trustee shall not be responsible or liable for any failure to sell, realise or redeem the Charged Assets or any delay in doing so nor for any loss suffered or incurred by any person as a result of the Net Proceeds, the Realisable Value or any other proceeds of sale, realisation or redemption of the Charged Assets being insufficient to discharge any Redemption Amount or Early Redemption Amount in full.

15 DISTRIBUTION, ISSUANCE PROCESS AND SELLING RESTRICTIONS

Distribution

The Issuer has, pursuant to a distribution agreement appointed Driftwood Euro Solutions, LLC (the "**Distributor**"), a Delaware limited liability company as a distributor pursuant to which the Distributor may procure subscribers for the Notes or enter into agreements with third parties whereby such third parties will procure subscribers for the Notes. No fees will be payable by the Issuer to the Distributor, or any third party appointed by the Distributor. Under the terms of the distribution agreement, the Distributor has agreed that it shall comply with all applicable offering and selling restrictions in respect of any offer of the Notes.

Issuance Process

On the Issue Date the Notes will initially be transferred to an account of the Issuer with The Bank of New York Mellon, London Branch where they will be held until their acquisition by investors.

Upon the acceptance of a purchase order for the Notes, the Notes will be transferred from the account of the Issuer to the account designated by the purchaser. The receipt and acceptance of purchase orders will be coordinated on behalf of the Issuer by the Back Office Agent. The Back Office Agent will limit its interactions to regulated financial institutions and cannot interact with retail clients.

The Notes may be held in the account of the Issuer for significant periods of time before being acquired by investors. In addition, the Issuer may elect to cancel any Notes which have not been acquired by investors. The Principal Amount of the Notes specified in this Series Memorandum represents the amount of the Notes that will be issued on the Issue Date. There is no minimum limit on the number of Notes that must be acquired by investors. Investors should therefore be aware that some Notes which are issued on the Issue Date may not be acquired by investors and it may be the case that investors only acquire a small portion of the Notes issued on the Issue Date. Investors should further be aware that while any holding of Notes they acquire may represent a particular portion of the Notes issued on the Issue Date, their holding may ultimately represent a larger portion of the Notes actually acquired by investors.

Selling Restrictions

In addition to the Selling Restrictions set out in the Programme Memorandum the restrictions set out below shall apply.

United States

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and may not be directly or indirectly offered or sold in the United States or to or for the benefit of any U.S. person (as defined in Regulation S) unless the securities are registered under the Securities Act, or an exemption from the registration requirements of the Securities Act is available.

Where:

"**U.S. person**" means a "*US person*", as the term is defined in Regulation S under the Securities Act and more particularly are references to: (i) any natural person that resides in the U.S.; (ii) any entity organised or incorporated under the laws of the U.S.; (iii) any entity organised or incorporated outside the U.S. that was formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Section 501 of

Regulation D promulgated under the Securities Act) who are not natural persons, estates or trusts; (iv) any estate of which any executor or administrator is a US person ; (v) any trust of which any trustee is a U.S. person; (vi) any agency or branch of a foreign entity located in the U.S; or (vii) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person; and (viii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or resident in the U.S.. For the purposes hereof, the term "**U.S. person**" shall not include any discretionary or non-discretionary account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organised or incorporated in the U.S. The term "**U.S. person**" includes entities that are subject to the U.S. Employee Retirement Income Securities Act of 1974, as amended, or other tax-exempt investors or entities in which substantially all of the ownership is held by U.S. persons.

EEA and UK

The Notes may not be offered, sold or otherwise made available in any Member State of the European Economic Area ("**EEA**") or in the United Kingdom of Great Britain and Northern Ireland ("**UK**") .

Public Offering

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Programme Memorandum, this Series Memorandum or any part thereof or hereof or any other offering material, in any country or jurisdiction where action for that purpose is required.

NO OFFER, SALE OR DELIVERY OF THE NOTES, OR DISTRIBUTION OR PUBLICATION OF ANY OFFERING MATERIAL RELATING TO THE NOTES, MAY BE MADE IN OR FROM ANY JURISDICTION EXCEPT IN CIRCUMSTANCES WHICH WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS AND REGULATIONS. ANY OFFER OR SALE OF THE NOTES SHALL COMPLY WITH THE SELLING RESTRICTIONS AS SET OUT IN THIS SERIES MEMORANDUM AND THE PROGRAMME MEMORANDUM AND ALL APPLICABLE LAWS AND REGULATIONS.

16 GENERAL INFORMATION

For so long as the Notes remain outstanding, the following documents will be available in physical form from the date hereof during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at the registered office of the Issuer and the Specified Office of the Principal Paying Agent in London:

(a) the Master Documents which are incorporated by reference by the Series Constituting Instrument so as to constitute the Series Trust Deed, Series Agency Agreement, Series Structuring Agreement, Series Coordination Agreement and the Series Back Office Agency Agreement with respect to the Notes (to the extent not otherwise amended, modified and / or supplemented by the Series Constituting Instrument);

(b) any deed or agreement supplemental to the Master Documents;

(c) the Programme Memorandum;

(d) the Certificate of Incorporation and the Constitution of the Issuer;

(e) the Series Constituting Instrument;

(f) the Programme Accounts Agreements; and

(g) the Series Charging Instrument.

The aforementioned documents may be made available by the Issuer or the Principal Paying Agent in electronic form if the documents are unable for any reason to be made available in hard copy form.

APPENDIX 1

INVESTMENT SUMMARY, RISK FACTORS, SUBSCRIPTION AGREEMENT AND LIMITED PARTNERSHIP AGREEMENT

INVESTMENT SUMMARY

Driftwood Great North Partners III, LP,
an Ontario limited partnership

Investment in Mezzanine Debt Secured by U.S. Hospitality Assets

July 10, 2023

*This Investment Summary contains a summary description of Driftwood Great North Partners III, LP, an Ontario limited partnership (the **"Partnership"**), and related entities and other matters described herein, including the principal terms of the offering of limited partner interests in the Partnership (the "**Offering**"), management of the Partnership, and certain provisions of the Agreement of Limited Partnership of the Partnership (the "**Partnership Agreement**").*

*The information in this Investment Summary does not purport to be an exhaustive list of all of the information that a prospective investor should consider prior to making an investment decision. Prior to making an investment decision, prospective investors are urged to read this Investment Summary, the Subscription Agreement to which this Investment Summary is attached (the "**Subscription Agreement**"), and all of the other exhibits to the Subscription Agreement, including the Partnership Agreement and the Risk Factors exhibit (all such documents, collectively, the "**Offering Documents**"), carefully and in their entirety, and to consult with their own investment, tax, legal and financial advisors.*

The form of Partnership Agreement is attached as an exhibit to the Subscription Agreement. The description of the Partnership Agreement in this Investment Summary is qualified in its entirety by reference to the Partnership Agreement. The terms of the Partnership Agreement supersede any contrary or inconsistent information contained in this Investment Summary or elsewhere in the Offering Documents outside of the Partnership Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Partnership Agreement.

PARTNERSHIP

Driftwood Great North Partners III, LP, an Ontario limited partnership

OFFERING AND INVESTMENT OVERVIEW

Offering and Structure Overview

This Investment Summary relates to the Offering to a limited number of qualified investors the opportunity to acquire limited partner interests in the Partnership. Investors in this Offering will own 99.99% of the interests in the Partnership. The General Partner (as defined below) will own a 0.01% general partner interest in the Partnership.

The Partnership and Driftwood Mezzanine Debt Portfolio III LP, a Delaware limited partnership ("**US Feeder**"), together will hold a 99.99% limited partnership interest in Driftwood Great North Partners US III, LP, a Delaware limited partnership (the "**US Partnership**"). The General Partner will own a 0.01% general partner interest in the US Partnership. The US Partnership will be the sole member of Driftwood Great North Investor III, LLC, a Delaware limited liability company (the "**US Investor**"). As described in further detail below, the US Investor has been recently formed to enter into participation agreements with respect to the Mezz Loans (as defined below).

This Offering is being made simultaneously with a related offering (the "**US Offering**") by the US Feeder of limited partner interests in US Feeder to US persons who are accredited investors under applicable US

securities laws. The Partnership and US Feeder, in the aggregate, are seeking to raise a total of up to $28,270,000 (the "**Maximum Offering Amount**") in this Offering and the US Offering, with the relative balance of ownership of the Partnership and US Feeder in the US Partnership being based on the subscriptions to invest in the Partnership or US Feeder, as applicable, accepted in this Offering and the US Offering, respectively.

An organizational chart is provided below. See "Structure of Offering."

Management

The general partner of the Partnership, US Feeder and the US Partnership is Driftwood Great North GP III, LLC, a Delaware limited liability company (the "**General Partner**"). The General Partner is controlled by Driftwood Lending Partners, LP, a Delaware limited partnership ("**DLP**"), which, in turn, is indirectly controlled by Driftwood Capital, LLC ("**Driftwood Capital**"). As a result, the Partnership will be managed under the direction of the General Partner and, indirectly through the General Partner and DLP, by Driftwood Capital, which in turn is managed and controlled by Carlos J. Rodriguez, Sr., Carlos J. Rodriguez, Jr., and David Buddemeyer. The biographies of these individuals can be found at www.driftwoodcapital.com.

Except as may be required by law or under limited circumstances set forth in the Partnership Agreement, investors in the Partnership (other than the General Partner) will have no right to vote upon or approve or consent to any matter relating to the Partnership. Accordingly, an investor in the Partnership must be willing to entrust all aspects of management of the Partnership to the General Partner and, indirectly through the General Partner and DLP, Driftwood Capital and its principals.

Business Overview; Participation in Mezz Loans

Affiliates of DLP have entered into loan agreements with respect to two mezzanine loans (the "**Mezz Loans**") provided by such affiliates of DLP and secured by equity interests in the ownership of US hospitality assets, as summarized below and in further detail in Exhibits A-1 and A-2 hereto.

"Mezz Loan #1"

- *Underlying Assets*: Hilton Garden Inn Roseville; Hilton Garden Inn Folsom; Hilton Garden Inn Bakersfield; Hilton Garden Inn Arcadia / Pasadena Area; SpringHill Suites Pasadena Arcadia; Hilton Garden Inn Irvine East / Lake Forest; Hampton Inn Irvine East / Lake Forest; Residence Inn Mount Olive; Homewood Suites Somerset; Courtyard Hartford Farmington; Residence Inn Hartford; Homewood Suites Wallingford-Meriden
- *Loan Amount*: $20,000,000
- *Participation by US Investor*: Maximum ~$17,998,258[1]
- *Percentage of US Investor's Portfolio*: 64.5%
- *Collateral*: Pledge of 100% of the equity of the owners of the underlying assets
- *Interest Rate:* Floating rate of 1-month SOFR plus 12.25%, subject to a SOFR floor of 4.00% (The effective rate as of the date of this Investment Summary is 17.91%)
- *Origination:* February 2023

[1] Represents the estimated amount if the Maximum Offering Amount is raised.

- *Maturity*: February 2026 (subject to two, one-year extensions at the option of the borrower)
- *Senior Loan Amount:* $120,000,000

Additional information with respect to Mezz Loan #1 is set forth on Exhibit A-1 hereto and is also available upon request to the General Partner as set forth under "Requests for Additional Information" below.

"Mezz Loan #2"

- *Underlying Assets*: Shashi Hotel Mountain View, an Urban Resort
- *Loan Amount*: $11,000,000
- *Participation by US Investor*: Maximum ~$9,899,042[2]
- *Percentage of US Investor's Portfolio*: 35.5%
- *Collateral*: Pledge of 100% of the equity of the owners of the underlying assets
- *Interest Rate:* Floating rate of 1-month SOFR plus 11.0%, subject to a SOFR floor of 0.35% (The effective rate as of the date of this Investment Summary is 16.66%)
- *Origination:* April 2023[3]
- *Maturity*: April 2026 (subject to a one-year extension at the option of the borrower)
- *Senior Loan Amount:* $69,750,000

Additional information with respect to Mezz Loan #2 is set forth on Exhibit A-2 hereto and is also available upon request to the General Partner as set forth under "Requests for Additional Information" below.

The US Investor has been recently formed to enter into participation agreements with respect to the Mezz Loans (the "**Participation Agreements**"). The form of Participation Agreement is attached as Exhibit B hereto, and each investor is encouraged to read the form of Participation Agreement carefully and in its entirety prior to making an investment decision. Notwithstanding the foregoing or anything to the contrary contained herein, the General Partner is authorized to make such changes to the Participation Agreements as it deems advisable.

The proceeds of this Offering and the US Offering will be contributed by the Partnership and the US Feeder to the US Partnership. The US Partnership will contribute such amount to the US Investor, net of payment and reserves for expenses, including, without limitation, the organizational and operating expenses of the US Partnership, the Partnership and US Feeder (provided that the Partnership and the US Feeder may pay their mutual organizational and operating expenses directly prior to making their capital contributions to the US Partnership), the Structuring Fee and Loan Servicing Fee, in each case, as described below. The US Investor in turn will use such funds to participate in the Mezz Loans pursuant to the Participation Agreements, with 64.5% and 35.5% of the US Investor's investment to initially be allocated to its participation in Mezz Loan #1 and Mezz Loan #2, respectively.

The projected annualized quarterly cash-on-cash return of the US Investor from each Mezz Loan in which it participates is approximately 10.67%.[4]

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[2] Represents the estimated amount if the Maximum Offering Amount is raised.

[3] Mezz Loan #2 was initially originated in June 2021 in the initial principal amount of $17,000,000. During April 2023, the Mezz Loan was restructured and paid down to $11,000,000.

[4] The projected return is (i) net of applicable fees and organizational expenses in the contemplated amount, (ii) based on applicable forward yield curves published by Chatham Financial as of the date of this Investment Summary and (iii) assuming that no protective advances or similar payments are required and that each of the Mezz Loans is (x) at

The US Investor will have no rights to direct the actions of any DLP affiliate that's a party to a Mezz Loan (each, a "**Noteholder**") with respect to any matter, including, without limitation, enforcement of rights and remedies under the Mezz Loans, modifications of the terms thereof, or any other actions that the applicable Noteholder may elect or have the right or option to take with respect to a Mezz Loan or any other document relating thereto.

The Participation Agreements will grant the applicable Noteholder the rights to any and all origination, exit, administration, or other fees now or in the future existing with respect to the Mezz Loans.

If an event of default occurs and protective advances or similar payments (a "**Protective Advance**") are required, including, without limitation, to permit the borrower to keep the applicable senior loan current and pay its payroll, utility, taxes or other expenses, the applicable Noteholder will endeavor if it determines to be reasonable and appropriate to, but will not be obligated to, either fund the Protective Advance itself or seek to find one or more third parties to make the Protective Advance, whether alone or together with the Noteholder. If a Protective Advance is made, then the amount of the Protective Advance will be added to the amount of the Mezz Loan and the US Investor will be entitled to its pro rata portion of the total amount outstanding, including default interest thereon, based on the amount funded by the US Investor compared to the total amount of the Mezz Loan plus the Protective Advance with respect thereto. However, any amounts paid on the Mezz Loan will be applied first to repayment of the Protective Advance, plus default interest thereon, with such payment to be made 100% to the Noteholder and/or third party that paid the Protective Advance until the Protective Advance and all default interest thereon is paid in full. Accordingly, if a Protective Advance is paid, the US Investor will not receive any payment on the applicable Mezz Loan unless and until the Protective Advance and all interest thereon is repaid.

There is no guarantee that the Noteholder will choose to make any Protective Advances or, if it seeks to do so, successfully find or secure third parties to make any Protective Advance. If a required Protective Advance is not paid in full, then, among other potential risks and consequences, the borrower may be unable to meet its obligations and/or may default under the Mezz Loan and/or senior loan. If the borrower defaults on the senior loan, the Mezz Loan will be satisfied only after the senior debt is paid off, which may result in the US Investor being unable to recover the full amount, or any, of its investment in such Mezz Loan. None of the Noteholder nor any of its affiliates, including Driftwood Capital, DLP and the General Partner, shall have any liability to the Partnership or any investors in connection with any decision not to make, or any failure to make, any Protective Advance in full or at all.

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all times performing and in compliance with the applicable loan agreements and not otherwise in monetary default and (y) paid in full at, and not extended beyond their respective, scheduled maturities set forth above. In reviewing these projections and projections set forth elsewhere herein, investors are cautioned that no assurance can be given that actual returns will meet or exceed the targeted returns (including that they may be materially lower than the targeted returns) or that actual results will otherwise meet the General Partner's expectations or objectives. Various factors, including extensions of, or defaults or delinquencies under, one or both of the Mezz Loans may result in actual results varying from the financial projections included herein, and such changes may be adverse and material. See also the "Legal Disclosures" set forth at the end of this Investment Summary.

RELATED PARTY FEES AND TRANSACTIONS

- The US Partnership will pay a one-time Structuring Fee to DLP equal to 1.0% of the aggregate capital contributions to the US Partnership.

- In consideration for loan servicing activities rendered to the US Partnership and US Investor relating to the US Investor's investment in the Participation Agreements, on the first business day of the month, the US Partnership will pay to DLP, or its affiliate or designee, a monthly Loan Servicing Fee equal to 1.0% per annum, calculated as a percentage of the daily outstanding aggregate principal investment in the Participation Agreements, which fee shall be paid in arrears.

The above fees were not the result of arms'-length negotiations and may result in conflicts of interest, which may not be resolved favorably for the Partnership or its investors. In addition, the payment of these fees will reduce the amount of cash that might otherwise be available for distribution to the Partnership and, in turn, to investors.

In addition to the foregoing, the General Partner will be entitled to performance-based distributions from the US Partnership, as described under "Distributions of Available Cash" below. As described above, the Noteholders, which are affiliates of the General Partner, may also make, but will not be obligated to make, Protective Advances and will have the right to any and all origination, exit, administration, or other fees now or in the future existing with respect to the Mezz Loans.

EXPENSES

The Partnership and US Feeder will bear the cost of their mutual organizational and operating expenses, either directly or through their interests in the US Partnership, and otherwise as described in the Partnership Agreement. While the actual amount of expenses is uncertain and may be greater than anticipated, as of the date of this Investment Summary, such organizational expenses are anticipated to be less than or equal to $90,000. The expected return of the US Investor stated herein is net of organizational expenses in the estimated amount of $90,000.

DISTRIBUTIONS OF AVAILABLE CASH

The Partnership will be dependent upon distributions from the US Partnership in order to have Available Cash (as defined in the Partnership Agreement) for distribution to its partners.

Available Cash (as defined in the Agreement of Limited Partnership of the US Partnership, a copy of which is attached as an exhibit to the Subscription Agreement (the "**US LPA**")), of the US Partnership will be distributed at such times and in such amounts as the General Partner determines, in each case, as follows:

- Available Cash of the US Partnership, other than Available Cash qualifying as Income (as defined in the US LPA), will be distributed to the partners of US Partnership (i.e., the General Partner, the Partnership and US Feeder) *pro rata* and *pari passu* based on their respective ownership interests in the US Partnership.

- Available Cash of the US Partnership qualifying as Income from:

- Mezz Loan #1 will be distributed 70.0% to the Partnership and US Feeder (*pro rata* and *pari passu* based on their respective ownership interests in the US Partnership *vis a vis* each other) and 30.0% to the General Partner; and
- Mezz Loan #2 will be distributed 75.0% to the Partnership and US Feeder (*pro rata* and *pari passu* based on their respective ownership interests in the US Partnership *vis a vis* each other) and 25.0% to the General Partner.

Available Cash (as defined in the Partnership Agreement) of the Partnership will be distributed at such times and in such amounts as the General Partner determines, in each case, to the partners *pro rata* and *pari passu* based on their respective ownership interests in the Partnership.

OFFERING SUMMARY

- **Maximum Offering Amount**: $28,270,000[5]
- **Expected Investment Term**: 3 years[6]
- **Minimum Subscription Amount per Investor**: $500,000 (subject to the General Partner's sole discretion to accept lesser amounts on an investor-by-investor basis).
- **Projected Average Cash-on-Cash Return of the US Investor**: 10.67%[7]
- **Offering Period**: From the date hereof until December 31, 2023, subject to two 6-month extensions at the discretion of the General Partner (unless the Maximum Offering Amount is earlier raised in full or this Offering is earlier terminated by the General Partner in its sole discretion).
- **Use of Proceeds**: See "Offering and Investment Overview – Business Overview; Participation in Mezz Loans" above for a description of the expected use of proceeds of this Offering.
- **Investor Suitability Requirements**: Investors must be "accredited investors" and otherwise meet the suitability requirements for investing in the Offering as set forth in the Subscription Agreement.
- **Risk Factors**: An investment in the Partnership involves a high degree of risk and is suitable only for investors who can afford to bear such risks, including the ability to hold the investment indefinitely and the possibility of a complete loss of their investment. Prior to making an investment decision, prospective investors are urged to consider, among other things, the risks associated with an investment in the Partnership, including, without limitation, those described in the Risk Factors included as part of the Offering Documents.

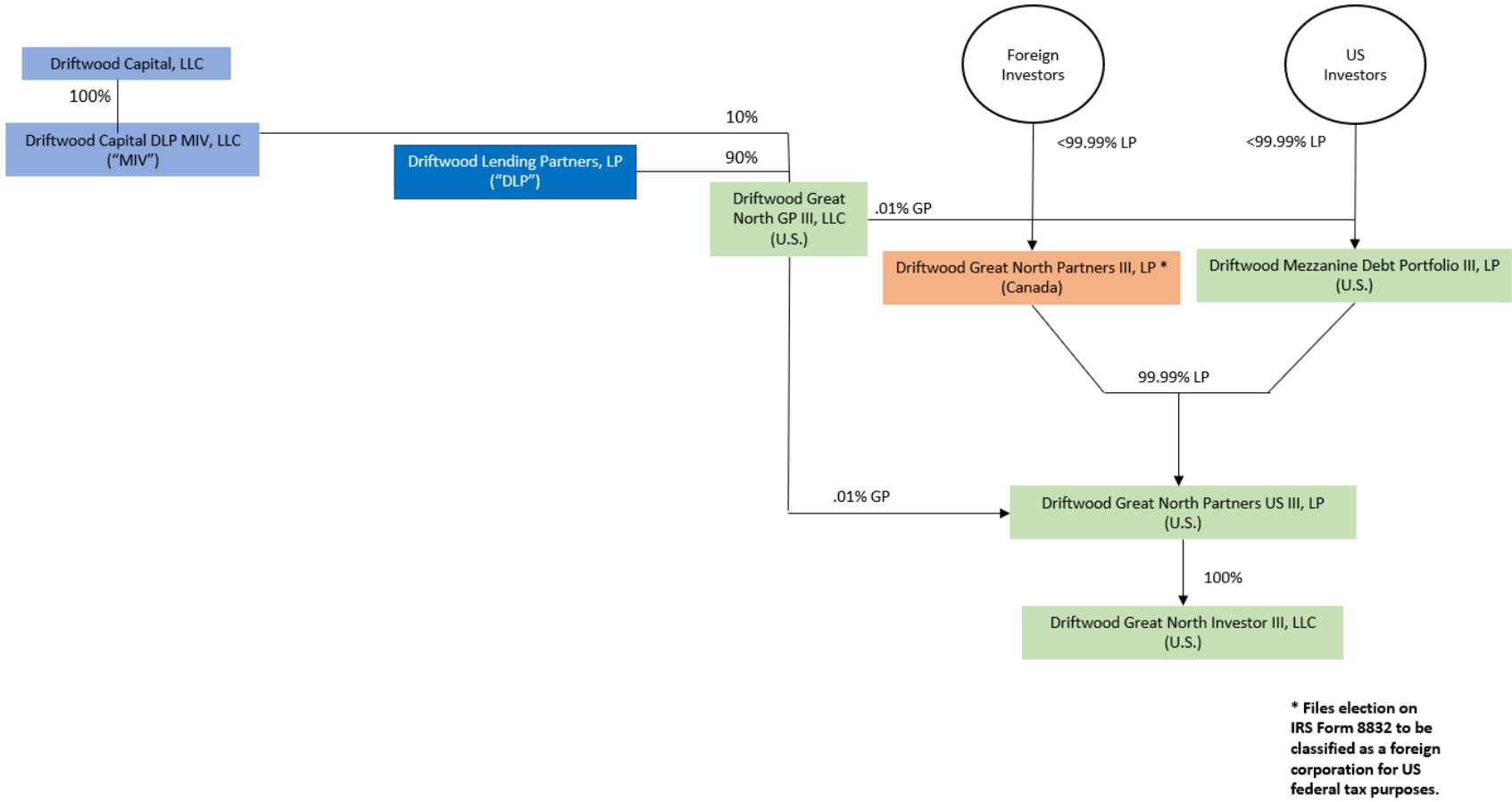
[5] Represents the total amount sought to be raised in this Offering and the US Offering. There is no minimum offering amount that must be raised prior to the initial closing of this Offering.

[6] Represents the expected investment term based on the scheduled maturity dates of the Mezz Loans. Mezz Loan #1 is subject to two, one-year extensions at the option of the borrower, and Mezz Loan #2 is subject to a one-year extension at the option of the borrower. Any extension of one or both of the Mezz Loans would result in the investment being held for longer than expected. As a result, prospective investors must be willing to bear the risk of their investment in the Partnership indefinitely.

[7] See footnote 1 above and the "Legal Disclosures" set forth at the end of this Investment Summary for risks, estimates and assumptions related to projections, including the projected return.

STRUCTURE OF OFFERING

As described above, investors in this Offering will acquire limited partner interests in the Partnership. Investors in this Offering will own 99.99% of the interests in the Partnership. The General Partner will own a 0.01% general partner interest in the Partnership. The Partnership and US Feeder will together hold a 99.99% limited partner interest in the US Partnership, with the General Partner owning a 0.01% general partner interest in the US Partnership. The US Partnership will own a 100% interest in the US Investor, which will be party to a Participation Agreement with respect to each of the Mezz Loans.



INVESTMENT HIGHLIGHTS

- **Diversified Portfolio.** Investments will be deployed to participate in two different mezzanine loans backed by a total of thirteen different US hospitality assets.

- **Tax Efficient Structure.** The Partnership will file an election on IRS Form 8832 to be classified as a foreign corporation. As a foreign corporation purchasing and holding (through the US Partnership) passive investments in participations in loans to unrelated parties, it is anticipated that the Partnership's allocable share of the US Partnership's interest income will not be subject to U.S. federal income tax or withholding. The Partnership will not invest in assets located in Canada and will not admit any Canadian resident investor for Canadian income tax purposes.[8]

EXPECTED SOURCES & USES – US PARTNERSHIP

Sources			
Capital Contributions to US Partnership	$	28,270,000	100.0%
Total Sources	**$**	**28,270,000**	**100.0%**

Uses			
Participation in Mezz Loan #1	$	17,998,258	63.7%
Participation in Mezz Loan #2		9,899,042	35.0%
Structuring Fee		282,700	1.0%
Anticipated Organizational Expenses		90,000	0.3%
Total Uses	**$**	**28,270,000**	**100.0%**

REQUESTS FOR ADDITIONAL INFORMATION

Prospective investors may ask questions of, and obtain additional information from, the General Partner or its affiliates concerning the terms and conditions of the Offering, the Partnership, the limited partner interests in the Partnership, the US Partnership, the US Investor, the General Partner and its affiliates, including Driftwood Capital and DLP, the Mezz Loans (including the Mezz Loan Agreements, the contemplated Participation Agreements and the hotels in the Mezz Loan portfolios), and any other relevant matters, including additional information to verify the accuracy of the information set forth in this Investment Summary or elsewhere in the Offering Documents. The General Partner will provide such information to the extent it possesses such information or can acquire such information without unreasonable effort or expense. Questions and requests for additional information should be directed to the General Partner by mail to Driftwood Great North GP III, LLC, 255 Alhambra Circle, Suite 760, Coral Gables, Florida 33134, Attn: Investor Relations, or by email to IR@driftwoodcapital.com.

[8] Please refer to the "Legal Disclosures" at the end of this Investment Summary for important legal and tax information.

Exhibit A-1

Mezz Loan #1

CANE Select-Service Portfolio

PORTFOLIO NAME
CANE Select-Service Portfolio

INVESTMENT OVERVIEW
On February 9, 2023, an affiliate of DLP ("**Mezz Lender**") made a mezzanine loan (the "**Mezz Loan**") in the amount of $20,000,000 to GSS Propco Owner LLC ("**Mezz Borrower**") pursuant to that certain Mezzanine Loan Agreement (the "**Mezz Loan Agreement**", and the other documents relating thereto being the "**Mezz Loan Documents**"), dated as of February 9, 2023, by and between Mezz Lender and Mezz Borrower.

CA 99 Arcadia Owner LLC ("**Borrower 1**"), CA 199 Arcadia Owner LLC ("**Borrower 2**"), CA Roseville Owner LLC ("**Borrower 3**"), CA 27082 FH Ranch Owner LLC ("**Borrower 4**"), CA 27102 FH Ranch Owner LLC ("**Borrower 5**"), CA Folsom Owner LLC ("**Borrower 6**"), CA Bakersfield Owner LLC ("**Borrower 7**"), NE Farmington Owner LLC ("**Borrower 8**"), NE Rocky Hill Owner LLC ("**Borrower 9**"), NE Wallingford Owner LLC ("**Borrower 10**"), NE Somerset Owner LLC ("**Borrower 11**") and NE Stanhope Owner LLC ("**Borrower 12**"), each a Delaware limited liability company (Borrower 1, Borrower 2, Borrower 3, Borrower 4, Borrower 5, Borrower 6, Borrower 7, Borrower 8, Borrower 9, Borrower 10, Borrower 11, Borrower 12, together with their respective successors and/or assignees, hereinafter individually and collectively, "**Senior Borrower**"), are the respective owners of the 12-property, 1,313-room hotel portfolio known as the Cane Select-Service Hotel Portfolio (each a "**Property**" and collectively the "**Hotels**", "**Properties**", or "**Portfolio**"), and the Senior Borrower of $120,000,000 (the "**Senior Loan**")

pursuant to that certain Loan Agreement (the "**Senior Loan Agreement**"), dated as of February 9, 2023, by and between Senior Borrower and BSPRT CRE Finance, LLC, an affiliate of Benefit Street Partners ("**Senior Lender**").

The Mezz Loan and the Senior Loan facilitated the Senior Borrower's refinance of the fee simple interest in the Hotels. At closing, GHF Financial Group and Arbor Lodging Partners (collectively "**Sponsor**") provided equity in the amount of approximately $23,060,000 to complete the transaction.

The Mezz Loan, as a debt obligation, is subordinated to the Senior Loan, and has a total exposure (inclusive of Senior Loan proceeds) of $140,000,000 ($107,000 per key), which reflects a 55.5% loan-to-value ("**LTV**") ratio based on the as-stabilized value, per HVS's January 11, 2023 appraisal of the Portfolio, of $252,400,000 ($192,000 per key). Further, the total exposure represents 59.2% of the Sponsor's $236,600,000 ($180,000 per key) cost basis.

- **Sponsor Investing Additional Equity at Closing:** As described above, at closing, the Sponsor invested approximately $23,060,000 to facilitate the transaction, which the General Partner believes evidences the Sponsor's commitment to the Portfolio.

- **Compelling Basis:** The Mezz Loan's exposure of $107,000 per key represents a 55.5% as-stabilized LTV ratio (based on the appraisal described above) and is 59.2% of the Sponsor's cost basis in the Portfolio. Further, the Mezz Loan's exposure of $140,000,000 is below that of the $150,000,000 of previous debt that encumbered the Portfolio.

- **Sponsorship**: Arbor Lodging Partners is a well-regarded owner-operator in the hospitality industry with 30 hotels under management across 18 states. Since its inception in 1999, GFH Financial Group has raised over $16 billion of assets and assets under management from its client base in its four core competencies of real estate development, commercial banking, wealth management, and asset management.

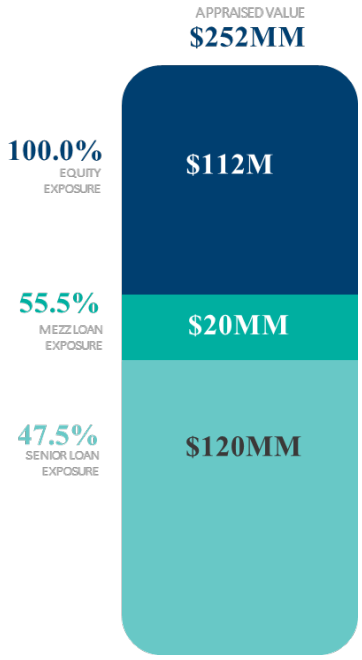
- **Premium-Branded Assets:** The Portfolio is comprised of Marriott and Hilton's premier select service and extended stay brands, including Residence Inn, SpringHill Suites, Courtyard, Hilton Garden Inn, Hampton Inn, and Homewood Suites.

- **Geographically Diverse Assets:** The Properties are located in nine different submarkets across five MSAs in California, Connecticut, and New Jersey. The MSAs include Sacramento, CA; Bakersfield, CA; Los Angeles, CA; New York, NY; and Hartford, CT. The Properties are each situated near major highways and access points. Additionally, the Portfolio's geographic distribution in and around major urban centers is expected to provide insulation from submarket-level demand fluctuations and support durable cash flow returns. Six of the twelve properties in the Portfolio are within the New York and Los Angeles MSAs, which constitute the two most populous MSAs in the country.

- **Institutional-Quality Assets Believed to be Primed for Growth:** The Portfolio consists of twelve assets that the General Partner believes to be of institutional quality. Since acquisition, the Sponsor has invested $31,000,000 ($23,700 per key) in the Portfolio with the expectation of bringing each asset up to current Marriott and Hilton brand standards. The renovations commenced in August

2021 and are expected to include a guestroom refresh, which is expected to elevate the rooms to Marriott and Hilton's newest brand standards, expanded fitness centers, lobby enhancements, and targeted improvements to back-of-house facilities. The renovated assets are expected to be well positioned to drive rate and increase RevPAR penetration within their respective markets to improve bottom-line performance. The Portfolio has already experienced gains in its RevPAR index as the properties with completed renovations have begun to ramp up. As the remaining hotels complete renovation work as expected, the Portfolio is anticipated to carry its momentum forward to further penetrate its competitive sets and generate strong growth.

PORTFOLIO CAPITALIZATION OVERVIEW



Sources - At Closing	$ Amount	$/Key	% of Total
Senior Loan	$ 120,000,000	$ 91,394	73.6%
Mezzanine Financing	20,000,000	15,232	12.3%
New Equity	23,060,604	13,327	14.1%
Total	**$ 163,060,604**	**$ 124,189**	**100.0%**

Uses - At Closing	$ Amount	$/Key	% of Total
Payoff Existing Loan	$ 142,086,012	$ 108,215	87.1%
PIP Accounts Payable	1,757,289	1,338	1.1%
Renovation Reserve	3,700,000	2,818	2.3%
Interest & Carry Reserve	5,500,000	4,189	3.4%
Closing Costs	10,017,304	7,629	6.1%
Total	**$ 163,060,604**	**$ 124,189**	**100.0%**

- **Equity:** The Mezz Borrower, on behalf of the Sponsor, invested approximately $23 million of equity in the Portfolio at closing. The Sponsor is a joint venture between Arbor Lodging Partners, a national debt and equity investor in the hospitality industry, based in Chicago, and GFH Financial Group, a well-renowned financial group in the Gulf Cooperation Council region, based in Bahrain.

- **Mezz Loan:** The Mezz Lender provided a $20 million Mezz Loan at a 12.25% interest rate spread above 1 Month CME Term SOFR ("**SOFR**"), subject to a SOFR floor of 4.00%. The effective rate as of the date of this Investment Summary is 17.91%. The maturity date of the Mezz Loan is February 9, 2026, subject to two one-year extension options at the election of the Mezz Borrower.

- **Senior Loan:** The Senior Lender, an affiliate of Benefit Street Partners ("**BSP**"), provided a $120 million senior loan at a 4.90% interest rate spread above SOFR, subject to a SOFR floor of 4.00%. The maturity date of the Senior Loan is February 9, 2026, subject to two one-year extension options. BSP is a credit-focused alternative asset management firm for both institutions and high-net-worth

investors. BSP is a wholly owned subsidiary of Franklin Resources, Inc. (Franklin Templeton), which is one of the world's largest independent investment managers.

SENIOR LOAN & MEZZ LOAN STRUCTURE

- **In-Place Cash Management / Distribution Waterfall / Cash Flow Sweep:** In-place cash management has been structured to provide for payment in the following order: 1) taxes and insurance; 2) Senior Loan debt service; 3) furniture, fixtures and equipment ("**FF&E**") reserve; 4) operating expenses; and 5) Mezz Loan debt service.

- **Interest and Carry Reserve:** $5,500,000 was funded into an Interest and Carry Reserve (the "**Account**") at closing of the Mezz Loan. During the continuance of a cash sweep period on each monthly payment date, the Senior Borrower must deposit the excess cash flow (i.e., all additional cash flow available for distribution to the Mezz Borrower after payment of taxes and insurance, FF&E Reserve, Senior Loan debt service, operating expenses, and Mezz Loan debt service) in the Account.

- **Seasonality Reserve:** Following the expiration of the cash sweep period, if Senior Lender determines at any time that in any month during the succeeding twelve month period a seasonal shortfall is projected to exist (a "**Seasonality Shortfall**"), Senior Lender may require Sponsor to deposit into an eligible account (the "**Seasonality Reserve Account**") amounts sufficient to pay the Seasonality Shortfall.

- **Minimum Interest:** $5,051,000 of interest payments (equating to 18 months) are to be paid by the Mezz Borrower regardless of any election by Mezz Borrower to cause a full prepayment of the Mezz Loan.

- **Intercreditor Agreement:** Among other things, the intercreditor agreement provides:
  - The subordination of the claims of the Mezz Loan to the Senior Loan;
  - Rights of the Mezz Lender to cure a Senior Loan default in the event the Senior Borrower defaults on the Senior Loan, which may prevent an immediate foreclosure on the Portfolio by the Senior Lender; and
  - Steps that must be taken by Mezz Lender related to the foreclosure of its collateral, including, without limitation, providing a new creditworthy entity to act as a replacement guarantor for any guaranteed obligations under the Senior Loan.

- **Guaranty of Completion:** The Mezz Loan was structured with a Guaranty of Completion for the remaining renovation work at various properties in the Portfolio. The Guarantors are Vamsikrishna Bonthala and Sheenal Patel. Vamsikrishna Bonthala is the CEO of Arbor Lodging Partners and Sheenal Patel is the CEO of Arbor Lodging Management.

- **No Releases:** No properties may be released from the Portfolio during the loan term.

PORTFOLIO PERFORMANCE

The following financial projections have been prepared by the Mezz Lender. These projections are based on certain assumptions made by Mezz Lender, including the review of Sponsor's projections. Hotel occupancy and Average Daily Rate ("**ADR**") were both determined using market and competitive set data, taking into account location, room supply, and product quality. The following has also been factored into the projections:

- Hotel Management Fee equal to 3.0% of monthly total operating revenue of the Property payable to subsidiaries of Arbor Lodging Management and affiliates of the ownership entity.

- FF&E Reserve calculated based on 4% of the greater of (i) gross revenues for the Property in the preceding calendar year or (ii) the projected gross revenue for the Property for the current calendar year according to the most recently submitted annual budget.

	Year End	In-Place at Close					
	2019 - Actual	2022 - Actual	2023 - Fcst	2024 - Fcst	2025 - Fcst	2026 - Fcst	2027 - Fcst
# of Rooms	1313	1313	1313	1313	1313	1313	1313
Occupancy	79.3%	66.0%	75.6%	77.5%	78.5%	78.5%	78.5%
ADR	$ 134	$ 133	$ 143	$ 149	$ 154	$ 158	$ 163
RevPAR	$ 106	$ 88	$ 108	$ 116	$ 121	$ 124	$ 128
Room Revenue	$ 50,922,515	$ 42,195,144	$ 51,692,139	$ 55,368,199	$ 57,756,400	$59,489,092	$61,273,765
Total Revenue	52,912,824	43,587,839	54,065,364	57,905,652	60,424,841	$61,646,508	$63,517,477
Gross Operating Profit ("GOP")	39,316,144	31,793,988	40,078,464	42,985,832	44,710,152	$45,303,231	$46,520,469
Net Operating Income	**$ 15,600,627**	**$ 8,309,520**	**$ 14,141,406**	**$ 15,553,220**	**$ 16,103,328**	**$15,859,855**	**$16,073,015**

Note: Projections are subject to various risks and uncertainties, and actual results may differ materially from the projections. See "Legal Disclosures" at the end of this Investment Summary.

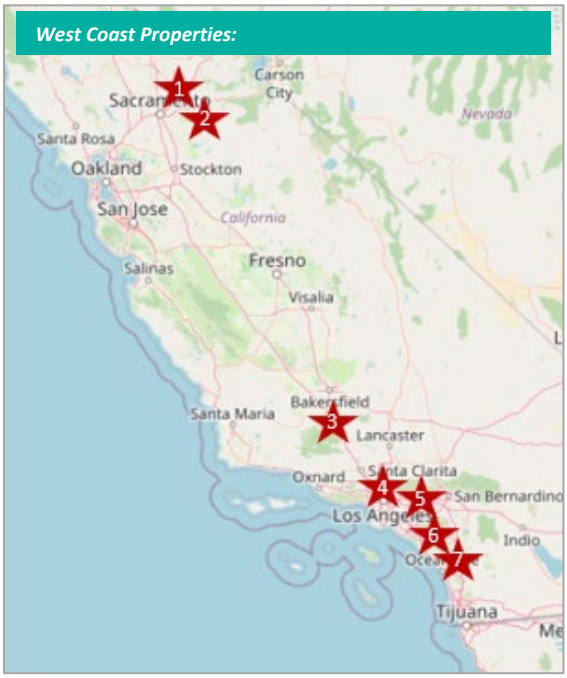
PORTFOLIO SUMMARY

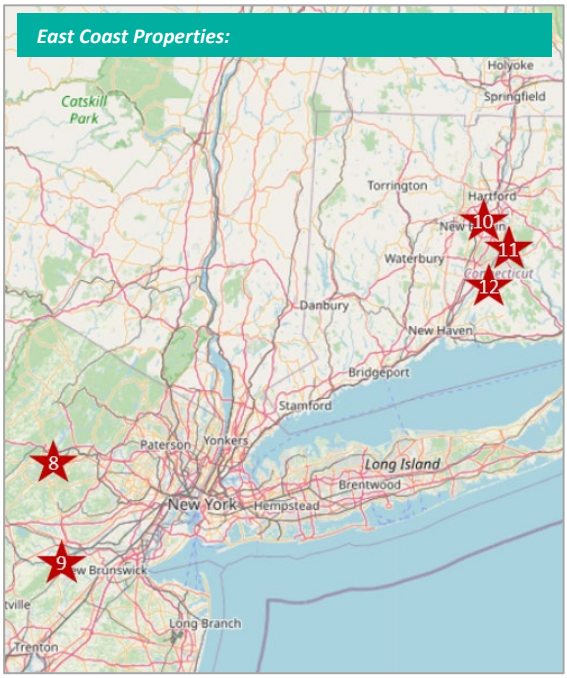
The Portfolio is comprised of a total of twelve Marriott and Hilton branded properties totaling 1,313 rooms. There is a total of 370 seats (average of 31 seats per Property) dedicated to the food and beverage facilities and 9,640 square feet (average of 803 SF/Property) of indoor meeting and banquet space across the Portfolio. The Properties are located within nine robust suburban submarkets in California, Connecticut, and New Jersey and are situated near major highways and access points. The Sponsor acquired the Portfolio in the first quarter of 2020 for approximately $188.5 million ($144,000/key) after identifying what it believed to be significant value-add potential by elevating each Property to current Marriott and Hilton brand standards. Beginning in 2021, the Sponsor commenced a $31 million ($23,700/key) capital improvement plan focused on guestroom enhancements, fitness room expansions, lobby upgrades, and back-of-house improvements for a total cost basis of $236 million ($180,000/key).

Property	Year Built	Rooms	F&B Facilities	Indoor Meeting & Banquet Facilities	Parking Spaces
Hilton Garden Inn Roseville - Roseville, CA	1999	131	32 seats	1,350 SF	151
Hilton Garden Inn Folsom - Folsom, CA	1999	100	32 seats	480 SF	135
Hilton Garden Inn - Bakersfield, CA	2004	120	24 seats	1,430 SF	215
Hilton Garden Inn - Arcadia, CA	1999	124	40 seats	1,300 SF	122
Springhill Suites - Arcadia, CA	1999	86	15 seats	777 SF	84
Hilton Garden Inn Irvine East - Foothill Ranch, CA	2004	103	22 seats	1,840 SF	103
Hampton by Hilton Irvine East - Foothill Ranch, CA	1998	84	0 seats	552 SF	90
Residence Inn - Mount Olive NJ	2005	123	40 seats	400 SF	149
Homewood Suites - Somerset NJ	2005	123	48 seats	729 SF	122
Courtyard by Marriott - Farmington CT	2005	119	39 seats	350 SF	152
Residence Inn by Marriott - Rocky Hill CT	2005	96	30 seats	0 SF	106
Homewood Suites by Hilton - Wallingford, CT	2005	104	48 seats	432 SF	114
Total / Weighted Avg.	**2002**	**1,313**	**370 seats**	**9,640 SF**	**1,543**

PORTFOLIO MAP

#	Property	Location
1	Hilton Garden Inn – Roseville, CA	Roseville, CA
2	Hilton Garden Inn - Folsom, CA	Folsom, CA
3	Hilton Garden Inn – Bakersfield, CA	Bakersfield, CA
4	Hilton Garden Inn - Arcadia, CA	Arcadia, CA
5	Springhill Suites – Arcadia, CA	Arcadia, CA
6	Hilton Garden Inn Irvine East - Foothill Ranch, CA	Foothill Ranch, CA
7	Hampton by Hilton Irvine East - Foothill Ranch, CA	Foothill Ranch, CA
8	Residence Inn - Mount Olive, NJ	Mount Olive, NJ
9	Homewood Suites - Somerset NJ	Somerset, NJ
10	Courtyard by Marriott - Farmington CT	Farmington, CT
11	Residence Inn by Marriott - Rocky Hill CT	Rocky Hill, CT
12	Homewood Suites by Hilton - Wallingford, CT	Wallingford, CT



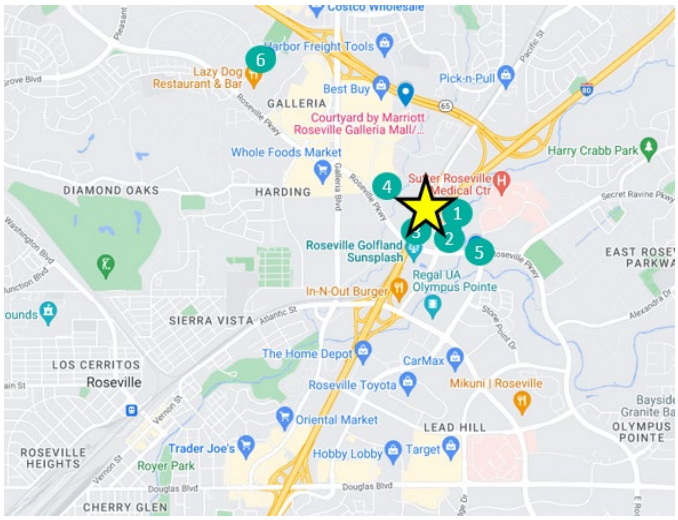


PROPERTY OVERVIEW

Hilton Garden Inn – Roseville, CA

- **Property Description:** The Hilton Garden Inn – Roseville, CA ("HGI Roseville") is comprised of the fee simple interest in a site measuring 2.90 acres (126,250 square feet) and is improved with a select-service lodging facility which currently operates as a Hilton Garden Inn under a license agreement with Hilton Franchise Holding LLC. The agreement is for a term expiring in 2035. The HGI Roseville, which opened in 1999, features 131 rooms, a restaurant and lounge, 750 square feet of meeting space, an outdoor pool and whirlpool, a fitness room, a business center, a market pantry, a guest laundry room, and an outdoor patio area. The HGI Roseville is located at 1951 Taylor Road, Roseville, California 95661.

- **Comp Set Overview:** Roseville is a suburb of Sacramento located approximately 19 miles northwest. The market is primarily leisure and business transient oriented, with regional offices for Kaiser Permanente and Sutter Health located nearby. The submarket totals 5,100 keys across 59 properties, of which the majority are mid-range products. The submarket saw roughly 180 keys delivered within the past three years equating to a 1.4% increase in supply. In addition to current competitors listed in the table below, there are two competitive hotels in the pipeline: a 117-key TownePlace Suites (expected to open in the immediate future) and a 112-key aloft (expected to open in March 2024).



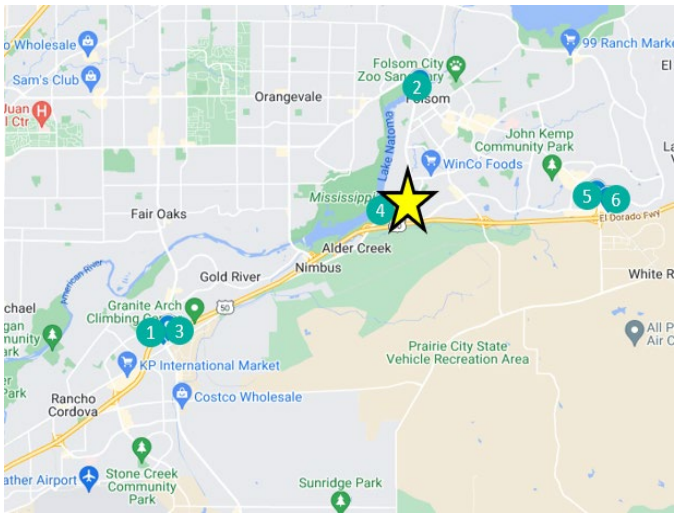
STR Competitive Set Overview			
#	Property	Keys	Year Opened
	Hilton Garden Inn – Roseville, CA	131	1999
1	Courtyard Roseville	90	1998
2	Fairfield Inn Roseville	82	1998
3	Larkspur Landing Roseville	90	1999
4	Courtyard Roseville Galleria Mall Creekside Ridge Drive	125	2004
5	Holiday Inn Express & Suites Roseville Galleria Area	83	2006
6	Hyatt Place Sacramento Roseville	151	2010

Trailing Twelve Month Performance									
	Subject Property			Comp Set			Penetration		
	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR
2019	84.7%	$138	$117	81.3%	$139	$113	104.0%	99.0%	103.0%
2020	52.6%	$93	$49	57.6%	$103	$60	91.0%	90.0%	83.0%
2021	71.5%	$125	$89	73.6%	$129	$95	97.0%	97.0%	94.0%
2022	65.6%	$150	$99	77.5%	$154	$120	85.0%	97.0%	82.0%

Hilton Garden Inn - Folsom, CA

- **Property Description:** The Hilton Garden Inn – Folsom, CA ("HGI Folsom") is comprised of the fee simple interest in a site measuring 2.45 acres (106,854 square feet) and is improved with a select-service lodging facility which currently operates as a Hilton Garden Inn under a license agreement with Hilton Franchise Holding LLC. The agreement is for a term expiring in 2035. The HGI Folsom, which opened in 1999, features 100 rooms, a restaurant and lounge, 480 square feet of meeting space, an outdoor pool and whirlpool, a fitness room, a business center, a market pantry, a guest laundry room, and an outdoor patio area. The HGI Folsom is located at 221 Iron Point Road, Folsom, California 95630.

- **Comp Set Overview:** Folsom is a suburb of Sacramento located approximately 16 miles west. The market is primarily business transient oriented driven by Intel Corporation's (24% of corporate room nights) regional office located one mile north of the HGI Folsom. The submarket totals 5,100 keys across 59 properties, of which the majority are mid-range products. The submarket saw roughly 180 rooms delivered within the past three years equating to a 1.4% increase in supply. In addition to current competitors listed in the table below, there are two competitive hotels in the pipeline: a 117-key TownePlace Suites (expected to open in the immediate future) and a 112-key aloft (expected to open March 2024).



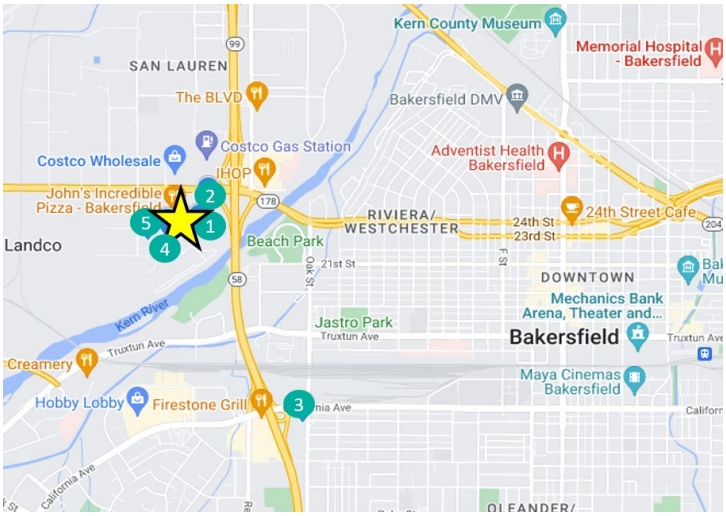
STR Competitive Set Overview			
#	Property	Keys	Year Opened
	Hilton Garden Inn - Folsom, CA	100	1999
1	La Quinta Inns & Suites Rancho Cordova Sacramento	132	1985
2	Lake Natoma Inn	138	1992
3	Marriott Sacramento Rancho Cordova	259	1986
4	Larkspur Landing Folsom	84	1999
5	Courtyard Sacramento Folsom	125	2004
6	Hampton Inn Folsom	147	2009

Trailing Twelve Month Performance									
	Subject Property			Comp Set			Penetration		
	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR
2019	80.8%	$135	$109	77.3%	$133	$103	105.0%	101.0%	106.0%
2020	64.9%	$86	$56	44.7%	$103	$46	145.0%	84.0%	121.0%
2021	73.2%	$111	$81	59.6%	$118	$70	123.0%	94.0%	116.0%
2022	61.2%	$138	$84	61.8%	$137	$84	99.0%	101.0%	110.0%

Hilton Garden Inn – Bakersfield, CA

- **Property Description:** The Hilton Garden Inn – Bakersfield, CA ("HGI Bakersfield") is comprised of the fee simple interest in a site measuring 4.13 acres (179,903 square feet) that is improved with a select-service lodging facility which currently operates as a Hilton Garden Inn under a license agreement with Hilton Franchise Holding LLC. The agreement is for a term expiring in 2035. The HGI Bakersfield, which opened in 2004, features 120 rooms, a restaurant and lounge, 1,430 square feet of meeting space, an indoor pool and whirlpool, a fitness room, a business center, a market pantry, a guest laundry room, and an outdoor seating area. The HGI Bakersfield is located at 3625 Marriott Drive, Bakersfield, California 93308.

- **Comp Set Overview:** Bakersfield's economy is driven by a mix of natural resource extraction, logistic centers, and farming. Firms such as American Tire, Caterpillar, and Amazon have their largest distribution centers in central California in Bakersfield. The submarket totals 11,000 keys across 156 properties, of which the majority are mid-range products. The submarket witnessed a decrease in supply over the last three years when an older Hampton Inn was demolished for residential development. In addition to current competitors listed in the table below, there is one competitive hotel in the pipeline: a 110-key Hampton Inn (expected to open in January 2024) located one mile south.



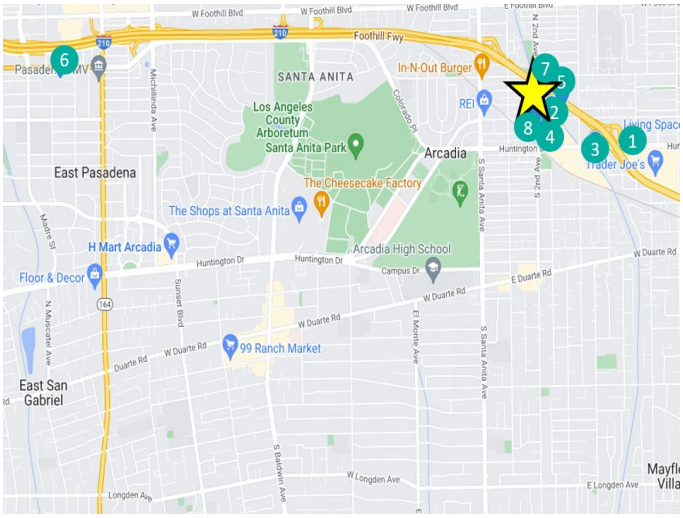
STR Competitive Set Overview			
#	Property	Keys	Year Opened
	Hilton Garden Inn – Bakersfield, CA	120	2004
1	Courtyard Bakersfield	146	1988
2	DoubleTree by Hilton Hotel Bakersfield	262	1982
3	Hampton Inn Bakersfield Central	93	1998
4	SpringHill Suites Bakersfield	119	2007
5	Holiday Inn & Suites Bakersfield North	120	2008

Trailing Twelve Month Performance									
	Subject Property			Comp Set			Penetration		
	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR
2019	82.7%	$116	$96	66.3%	$109	$72	125.0%	106.0%	132.5%
2020	52.0%	$105	$55	40.9%	$105	$43	127.0%	100.0%	127.0%
2021	60.5%	$110	$67	60.8%	$112	$68	100.0%	98.0%	98.0%
2022	72.3%	$122	$88	65.0%	$122	$79	111.0%	100.0%	111.0%

Hilton Garden Inn - Arcadia, CA

- **Property Description:** The Hilton Garden Inn – Arcadia, CA ("HGI Arcadia") is comprised of the fee simple interest in a site measuring 2.12 acres (92,186 square feet) that is improved with a select-service lodging facility which currently operates as a Hilton Garden Inn under a license agreement with Hilton Franchise Holding LLC. The agreement is for a term expiring in 2035. The HGI Arcadia, which opened in 1999, features 124 rooms, a restaurant and lounge, 1,300 square feet of meeting space, an outdoor pool and whirlpool, a fitness room, a business center, a market pantry, and a guest laundry room. The HGI Arcadia is located at 199 North 2nd Avenue, Arcadia, California 91006.

- **Comp Set Overview:** Arcadia/Pasadena benefits from leisure attractions, such as Santa Anita Park (horse racing), and military contractor business (Boeing & Lockheed Martin comprise 20% of corporate room nights) due to the proximity to the Jet Propulsion Laboratory (12 miles north) managed by Cal-Tech and NASA. The submarket totals 12,000 keys across 156 properties, of which the majority are economy and mid-range products. In addition to the current competitors listed in the table below, there are 780 rooms across six projects under construction; however, only one of such properties is anticipated to be competitive: a 113-key TownePlace Suites (expected to open in April 2024) located 0.25 miles west.



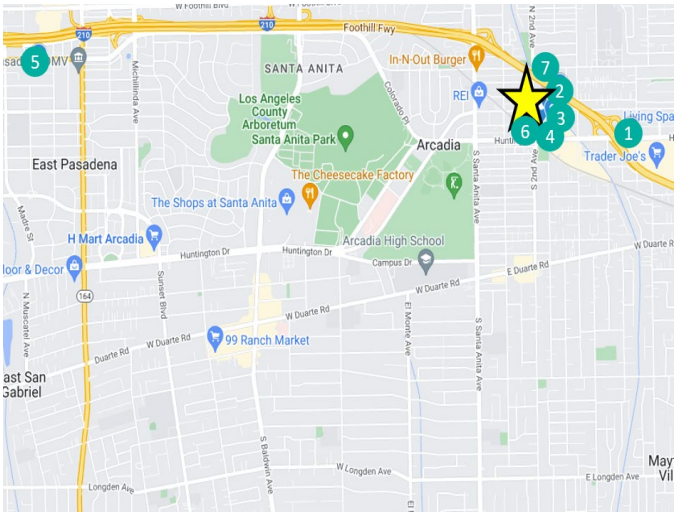
STR Competitive Set Overview			
#	Property	Keys	Year Opened
	Hilton Garden Inn - Arcadia, CA	124	1999
1	Courtyard Los Angeles Pasadena Monrovia	152	1980
2	Embassy Suites by Hilton Arcadia Pasadena Area	191	1984
3	DoubleTree by Hilton Hotel Monrovia Pasadena Area	171	1986
4	Hampton by Hilton Inn Los Angeles/ Arcadia/ Pasadena	129	1989
5	Residence Inn Pasadena Arcadia	120	1989
6	Holiday Inn Express & Suites Pasadena Colorado Boulevai	93	1990
7	Extended Stay America Los Angeles - Arcadia	122	1998
8	SpringHill Suites Pasadena Arcadia	86	1999

Trailing Twelve Month Performance									
	Subject Property			Comp Set			Penetration		
	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR
2019	79.6%	$138	$110	80.5%	$147	$118	98.9%	93.9%	92.8%
2020	72.5%	$86	$62	61.4%	$108	$66	118.1%	79.6%	94.0%
2021	79.2%	$103	$82	76.1%	$120	$91	104.1%	85.8%	89.3%
2022	80.4%	$131	$105	77.0%	$144	$111	104.4%	91.0%	95.0%

Springhill Suites – Arcadia, CA

- **Property Description:** The Springhill Suites – Arcadia, CA ("SHS Arcadia") is comprised of the fee simple interest in a site measuring 1.89 acres (82,522 square feet) that is improved with a limited-service lodging facility which currently operates as a Springhill Suites by Marriott under a license agreement with Marriott International, Inc. The agreement is for a term expiring in 2030. The SHS Arcadia, which opened in 1999, features 86 rooms, a breakfast dining area, 777 square feet of meeting space, an outdoor pool and whirlpool, a fitness room, a lobby workstation, a market pantry, and a guest laundry room. The SHS Arcadia is located at 99 North 2nd Avenue, Arcadia, California 91006.

- **Comp Set Overview:** Arcadia/Pasadena benefits from leisure attractions such as the Santa Anita Park (horse racing) and military contractor business (Boeing & Lockheed Martin comprise 20% of corporate room nights) due to the proximity to the Jet Propulsion Laboratory (12 mi north) managed by Cal-Tech and NASA. The submarket totals 12,000 keys across 156 properties, of which the majority are economy and mid-range products. In addition to the current competitors listed in the table below, there are 780 rooms across six projects under construction; however, only one of such properties is anticipated to be competitive: a 113-key TownePlace Suites (expected to open in April 2024) located 0.25 miles west.



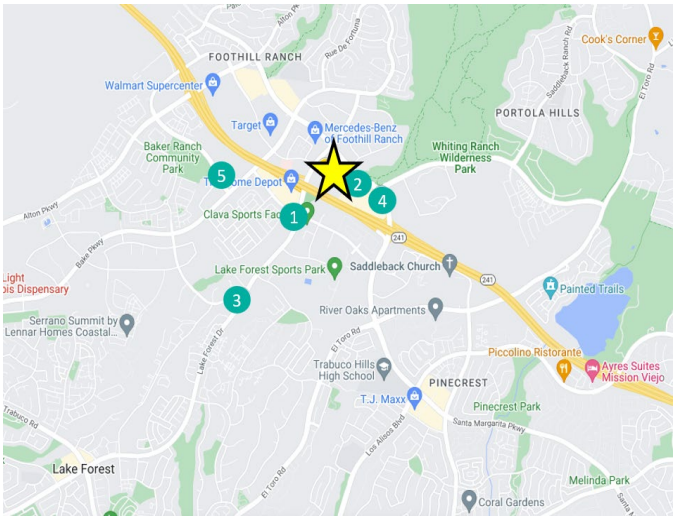
STR Competitive Set Overview			
#	Property	Keys	Year Opened
	Springhill Suites – Arcadia, CA	86	1999
1	Courtyard Los Angeles Pasadena Monrovia	152	1980
2	Embassy Suites by Hilton Arcadia Pasadena Area	191	1984
3	Hampton by Hilton Inn Los Angeles/Arcadia/Pasadena	129	1989
4	Residence Inn Pasadena Arcadia	120	1989
5	Holiday Inn Express & Suites Pasadena Colorado Boulevai	93	1990
6	Extended Stay America Los Angeles - Arcadia	122	1998
7	Hilton Garden Inn Arcadia Pasadena Area	124	1999

Trailing Twelve Month Performance									
	Subject Property			Comp Set			Penetration		
	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR
2019	85.5%	$137	$117	80.5%	$146	$118	106.2%	93.8%	99.7%
2020	77.8%	$90	$70	62.0%	$106	$66	125.5%	84.9%	106.5%
2021	78.5%	$106	$83	75.7%	$118	$89	103.7%	89.8%	93.2%
2022	73.4%	$137	$101	77.0%	$141	$109	95.3%	97.2%	92.6%

Hilton Garden Inn Irvine East - Foothill Ranch, CA

- **Property Description:** The Hilton Garden Inn Irvine East - Foothill Ranch, CA ("HGI Irvine") is comprised of the fee simple interest in a site measuring 2.06 acre (89,895 square feet) and is improved with a select-service lodging facility which currently operates as a Hilton Garden Inn under a license agreement with Hilton Franchise Holding LLC. The agreement is for a term expiring in 2035. The HGI Irvine, which opened in 2004, features 103 rooms, a restaurant and lounge, 1,840 square feet of meeting space, an outdoor pool and whirlpool, a fitness room, a business center, a market pantry, and a guest laundry room. The HGI Irvine is located at 27082 Towne Center Drive, Foothill Ranch, California 92610.

- **Comp Set Overview:** Irvine is a business transient market largely comprised of medical instrument manufactures and driven by ophthalmology-related businesses. Alcon (eye-care product producer) and Luxottica (eye-ware producer) represent 36% of corporate room nights. The submarket totals 12,000 keys across 111 properties, of which the majority are luxury or upscale. In addition to the current competitors listed in the table below, there is one competitive hotel in the pipeline: a 76-key Tribute located 5.5 miles southwest, which is expected to open in January 2024.



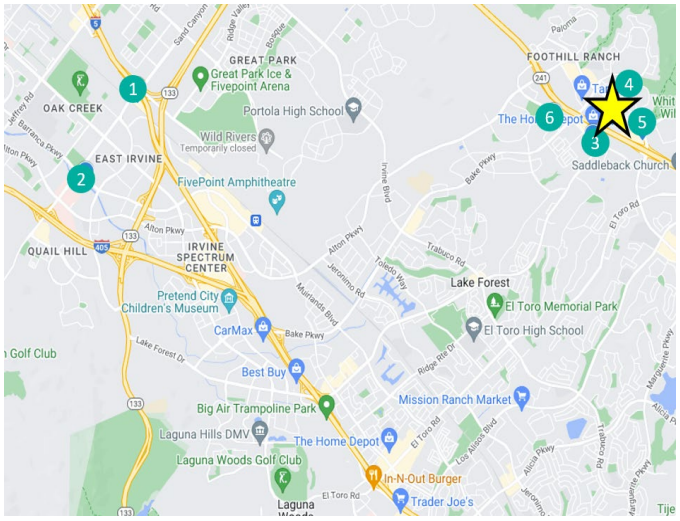
STR Competitive Set Overview			
#	Property	Keys	Year Opened
	Hilton Garden Inn Irvine East - Foothill Ranch, CA	103	2004
1	Extended Stay America Orange County- Lake Forest	119	1997
2	Hampton by Hilton Inn Irvine East-Lake Forest	84	1998
3	Holiday Inn Express & Suites Lake Forest - Irvine East	60	2002
4	Courtyard Foothill Ranch Irvine East Lake Forest	156	2004
5	Staybridge Suites Irvine East/Lake Forest	128	2006

Trailing Twelve Month Performance									
	Subject Property			Comp Set			Penetration		
	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR
2019	72.9%	$132	$96	76.4%	$122	$93	95.4%	108.2%	103.2%
2020	61.1%	$80	$49	54.3%	$93	$50	112.5%	86.0%	96.8%
2021	59.8%	$98	$59	72.4%	$103	$75	82.6%	95.1%	78.6%
2022	52.4%	$122	$64	75.5%	$125	$94	69.4%	97.6%	67.7%

Hampton by Hilton Irvine East - Foothill Ranch, CA

- **Property Description:** The Hampton by Hilton Irvine East - Foothill Ranch, CA ("Hampton Irvine") is comprised of the fee simple interest in a site measuring 1.78-acre (77,497 square feet) site that is improved with a limited-service lodging facility which currently operates as a Hampton by Hilton under a license agreement with Hilton Franchise Holding LLC. The agreement is for a term expiring in 2035. The Hampton Irvine, which opened in 1998, features 84 rooms, a breakfast dining area, 552 square feet of meeting space, an outdoor pool and whirlpool, a fitness room, a business center, a market pantry, and a guest laundry room. The Hampton Irvine is located at 27102 Towne Centre Drive, Foothill Ranch, California 92610.

- **Comp Set Overview:** Irvine is a business transient market largely comprised of medical instrument manufactures and driven by ophthalmology-related businesses. Alcon (eye-care product producer) and Luxottica (eye-ware producer) represent 36% of corporate room nights. The submarket totals 12,000 keys across 111 properties, of which the majority are luxury or upscale. In addition to the current competitors listed in the table below, there is one competitive hotel in the pipeline: a 76-key Tribute located 5.5 miles southwest, which is expected to open in January 2024.



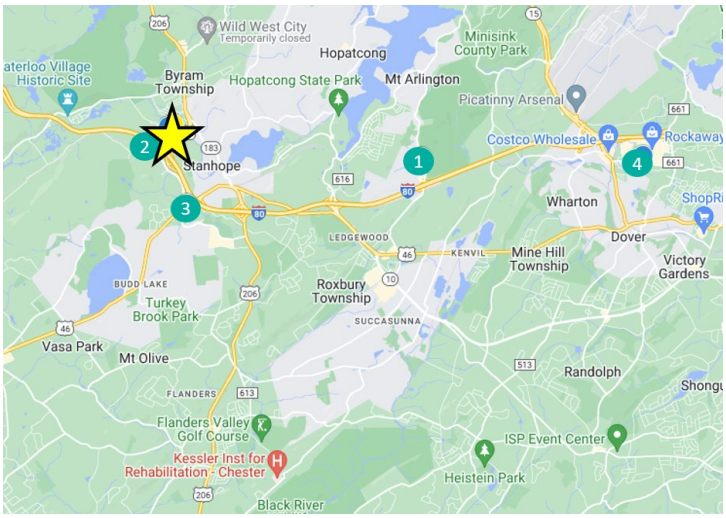
STR Competitive Set Overview			
#	Property	Keys	Year Opened
	Hampton by Hilton Irvine East - Foothill Ranch, CA	84	1998
1	La Quinta Inns & Suites Orange County Irvine Spectrum	148	1986
2	Sonesta Simply Suites Orange Country Irvine East	122	1997
3	Extended Stay America Orange County- Lake Forest	119	1997
4	Hilton Garden Inn Irvine East Lake Forest	103	2004
5	Courtyard Foothill Ranch Irvine East Lake Forest	156	2004
6	Staybridge Suites Irvine East/Lake Forest	128	2006

Trailing Twelve Month Performance									
	Subject Property			Comp Set			Penetration		
	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR
2019	72.8%	$128	$93	77.6%	$116	$90	93.8%	110.3%	103.5%
2020	55.1%	$80	$44	56.1%	$88	$49	98.2%	90.9%	89.3%
2021	52.3%	$89	$47	73.0%	$99	$72	71.6%	89.9%	64.4%
2022	74.7%	$113	$84	72.1%	$119	$86	103.6%	95.0%	98.4%

Residence Inn - Mount Olive, NJ

- **Property Description:** The Residence Inn – Mount Olive, NJ ("RI Mount Olive") is comprised of the fee simple interest in a site measuring 9.02 acres (392,728 square feet) that is improved with an extended-stay lodging facility which currently operates as a Residence Inn by Marriott under a license agreement with Marriott International, Inc. The agreement is for a term expiring in 2035. The RI Mount Olive, which opened in 2005, features 123 rooms, a breakfast dining area, 400 square feet of meeting space, an indoor pool, whirlpool and fitness room (all of which are currently closed), a lobby workstation, a market pantry, a guest laundry room, an outdoor patio with a barbecue area, and an outdoor sport court. The RI Mount Olive is located at 271 Continental Drive, Mount Olive, New Jersey 07874.

- **Comp Set Overview:** Morris County is largely corporate driven with approximately 50 Fortune 500 companies either headquartered or having a large corporate presence in the area. The submarket totals 8,300 keys across 74 properties, of which two-thirds are upscale or below.



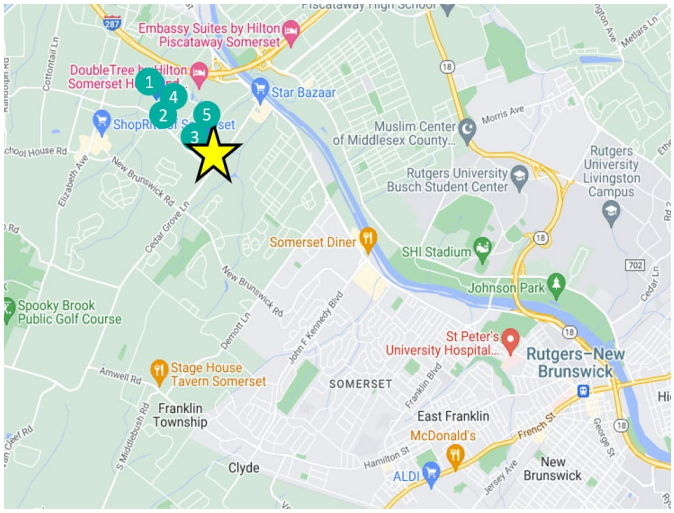
STR Competitive Set Overview			
#	Property	Keys	Year Opened
	Residence Inn - Mount Olive, NJ	123	2005
1	Courtyard Rockaway Mount Arlington	125	1985
2	Holiday Inn Budd Lake Rockaway Area	141	1997
3	Extended Stay America Mount Olive Budd Lake	107	2003
4	Homewood Suites by Hilton Dover Rockaway	108	2009

Trailing Twelve Month Performance									
	Subject Property			Comp Set			Penetration		
	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR
2019	76.4%	$135	$103	69.4%	$117	$81	110.1%	115.4%	127.0%
2020	52.3%	$101	$53	40.4%	$90	$36	129.5%	112.2%	145.3%
2021	62.6%	$121	$76	60.5%	$109	$66	103.5%	111.0%	114.9%
2022	60.8%	$128	$78	62.9%	$128	$81	96.7%	100.0%	96.7%

Homewood Suites – Somerset, NJ

- **Property Description:** The Homewood Suites – Somerset NJ ("HWS Somerset") is comprised of the fee simple interest in a site measuring 4.03 acres (175,466 square feet) that is improved with an extended-stay lodging facility which currently operates as a Homewood Suites by Hilton under a license agreement with Hilton Franchise Holding LLC. The agreement is for a term expiring in 2035. The HWS Somerset, which opened in 2005, features 123 rooms, a breakfast dining area, 729 square feet of meeting space, an indoor pool and whirlpool, a fitness room, a market pantry, a guest laundry room, an outdoor sport court, and an outdoor patio with a barbecue area. The HWS Somerset is located at 101 Pierce Street, Somerset, New Jersey 08873.

- **Comp Set Overview:** Somerset benefits from its proximity to Rutgers University and a large presence of pharmaceutical companies with regional headquarters near the property. The submarket totals 5,200 keys across 240 properties, of which the majority are mid-to-upscale. In addition to the current competitors listed in the table below, there are three projects containing 270 keys underway in the submarket; however, only one of such properties is expected to be competitive: a 100-key Hampton Inn & Suites expected to open in June 2023.



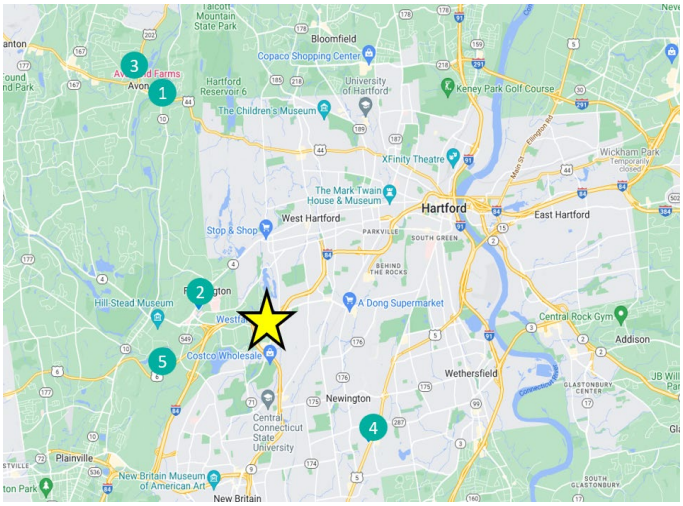
STR Competitive Set Overview			
#	Property	Keys	Year Opened
	Homewood Suites - Somerset NJ	123	2005
1	Sonesta ES Suites Somerset	125	1985
2	Comfort Inn Somerset	141	1997
3	Sonesta Simply Suites Somerset	107	2003
4	Courtyard Somerset	108	2009
5	Residence Inn Somerset	108	2002

Trailing Twelve Month Performance									
	Subject Property			Comp Set			Penetration		
	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR
2019	70.1%	$131	$92	73.7%	$111	$82	95.1%	118.0%	112.3%
2020	64.1%	$84	$54	52.2%	$86	$45	122.8%	97.7%	119.9%
2021	62.6%	$93	$58	58.2%	$93	$54	107.6%	100.0%	107.6%
2022	59.0%	$111	$65	64.9%	$105	$68	90.9%	105.7%	96.1%

Courtyard by Marriott – Farmington, CT

- **Property Description:** The Courtyard by Marriott – Farmington CT ("CY Farmington") is comprised of a fee simple interest in a 3.24-acre (141,134 square feet) site that is improved with a select-service lodging facility which currently operates as a Courtyard by Marriott under a license agreement with Marriott International, Inc. The agreement is for a term expiring in 2036. The CY Farmington, which opened in 2005, features 119 rooms, a restaurant with a bar, 350 square feet of meeting space, an indoor pool, a fitness room, a lobby workstation, a market pantry, and a guest laundry room. The CY Farmington is located at 1583 Southeast Road, Farmington, Connecticut 06032.

- **Comp Set Overview:** Suburban Hartford is largely driven by corporate business tied to the insurance and defense industries. Raytheon (10% of corporate room nights) has a large regional office 1.5 miles away from the property. The submarket totals 7,000 keys across 92 properties. In addition to the current competitors listed in the table below, there is one project containing 127 keys under development in the submarket: a Residence Inn approximately 25 miles south.



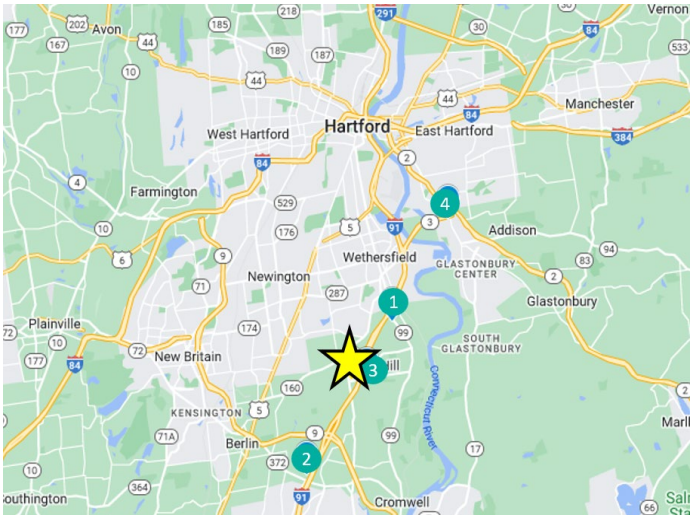
STR Competitive Set Overview			
#	Property	Keys	Year Opened
	Courtyard by Marriott - Farmington CT	119	2005
1	Avon Old Farms Hotel	156	1956
2	Homewood Suites by Hilton Farmington	121	1999
3	Residence Inn Hartford Avon	100	2004
4	Holiday Inn Express Newington	99	2012
5	Hampton Inn Hartford Farmington	124	2009

Trailing Twelve Month Performance									
	Subject Property			Comp Set			Penetration		
	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR
2019	76.1%	$145	$110	63.0%	$136	$86	120.8%	106.6%	128.8%
2020	42.8%	$104	$45	34.0%	$109	$37	125.9%	95.4%	120.1%
2021	55.5%	$119	$66	52.6%	$124	$65	105.5%	96.0%	101.3%
2022	73.5%	$150	$110	61.8%	$146	$90	118.9%	102.7%	122.2%

Residence Inn by Marriott - Rocky Hill, CT

- **Property Description:** The Residence Inn by Marriott – Rocky Hill CT ("RI Rocky Hill") is comprised of the fee simple interest in a site measuring 3.50 acres (152,460 square feet) that is improved with an extended-stay lodging facility which currently operates as a Residence Inn by Marriott under a license agreement with Marriott International, Inc. The agreement is for a term expiring in 2035. The RI Rocky Hill, which opened in 2005, features 96 rooms, a breakfast dining area, an indoor pool, a fitness room, a lobby workstation, a market pantry, a guest laundry room, an outdoor sport court, and an outdoor patio with a barbecue area. The RI Rocky Hill is located at 680 Cromwell Avenue, Rocky Hill, Connecticut 06067.

- **Comp Set Overview:** Suburban Hartford is largely driven by corporate business tied to the insurance and defense industries. The Department of Homeland Defense accounts for 10% of room nights. The submarket totals 7,000 keys across 92 properties. In addition to the current competitors listed in the table below, there is one project containing 127 keys under development in the submarket: a Residence Inn approximately 25 miles south.



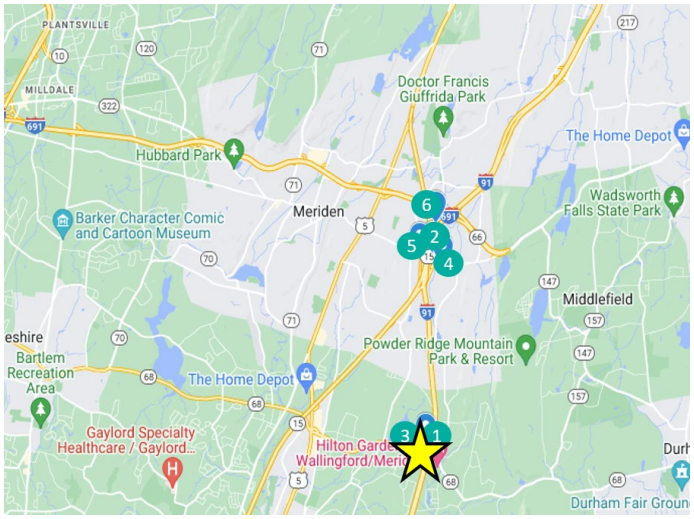
STR Competitive Set Overview			
#	Property	Keys	Year Opened
	Residence Inn by Marriott - Rocky Hill CT	119	2005
1	Holiday Inn Express Hartford South Rocky Hill	156	1956
2	Courtyard Hartford Cromwell	121	1999
3	Sheraton Hartford South Hotel	100	2004
4	Homewood Suites by Hilton Hartford South Glastonbury	99	2012

Trailing Twelve Month Performance									
	Subject Property			Comp Set			Penetration		
	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR
2019	80.3%	$139	$112	59.1%	$123	$73	135.9%	113.0%	153.5%
2020	59.6%	$111	$66	37.9%	$110	$42	157.3%	100.9%	158.7%
2021	70.2%	$120	$84	51.8%	$116	$60	135.5%	103.4%	140.2%
2022	56.4%	$138	$78	61.4%	$139	$85	91.9%	99.3%	91.2%

Homewood Suites by Hilton - Wallingford, CT

- **Property Description:** The Homewood Suites by Hilton – Wallingford, CT ("HWS Wallingford") is comprised of the fee simple interest in a site measuring 5.00 acres (217,800 square feet) that is improved with an extended-stay lodging facility which currently operates as a Homewood Suites by Hilton under a license agreement with Hilton Franchise Holding LLC. The agreement is for a term expiring in 2035. The HWS Wallingford, which opened in 2005, features 104 rooms, a breakfast dining area, 432 square feet of meeting space, an indoor pool, a fitness room, a lobby workstation, a market pantry, a guest laundry room, an outdoor sport court, and an outdoor patio with a barbecue area. The HWS Wallingford is located at 90 Miles Drive, Wallingford, Connecticut 06492.

- **Comp Set Overview:** Wallingford benefits from its proximity to New Haven and the concentration of companies in the healthcare industry associated with Yale New Haven Hospital. The submarket totals 7,000 keys across 92 properties. In addition to the current competitors listed in the table below, there is one project containing 127 keys under development in the submarket: a Residence Inn approximately 12 miles south.



STR Competitive Set Overview			
#	Property	Keys	Year Opened
	Homewood Suites by Hilton - Wallingford, CT	104	2005
1	Fairfield Inn New Haven Wallingford	116	1985
2	Red Roof Inn Meriden	124	1988
3	Courtyard New Haven Wallingford	149	1990
4	Mainstay Suites Hartford Meriden	124	2000
5	Extended Stay America Hartford Meriden	104	2002
6	Comfort Inn & Suites Meriden	102	2007

Trailing Twelve Month Performance									
	Subject Property			Comp Set			Penetration		
	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR	Occ.	ADR	RevPAR
2019	88.6%	$133	$118	59.8%	$123	$74	148.2%	108.1%	160.2%
2020	64.8%	$103	$67	37.8%	$110	$42	171.4%	93.6%	160.5%
2021	77.0%	$123	$95	51.2%	$116	$59	150.4%	106.0%	159.5%
2022	67.4%	$143	$96	58.6%	$139	$81	115.0%	102.9%	118.3%

HOTEL PICTURES

[Provided separately.]

Exhibit A-2

Mezz Loan #2

Shashi Hotel Mountain View, an Urban Resort

Mountain View, CA

INVESTMENT OVERVIEW

On June 2, 2021, an affiliate of DLP ("**Mezz Lender**") made a mezzanine loan (the "**Mezz Loan**") in the amount of $17,000,000 to IL SH Hotel II, LLC ("**Mezz Borrower**") pursuant to that certain Mezzanine Loan Agreement (the "**Mezz Loan Agreement**"), dated as of June 2, 2021, by and between Mezz Lender and Mezz Borrower. Mezz Borrower is the sole member of IL SH Hotel, LLC ("**Senior Borrower**"), the owner of the hotel known as the "Shashi Hotel Mountain View, an Urban Resort" located at 1625 N Shoreline Boulevard, Mountain View, CA 94043 (the "**Hotel**"), and the Senior Borrower of $85,000,000 (the "**Senior Loan**") pursuant to that certain Senior Loan Agreement (the "**Senior Loan Agreement**"), dated as of June 2, 2021, by and between Senior Borrower and H.I.G. Realty Financing I, LLC ("**Senior Lender**"). The Mezz Loan and the Senior Loan facilitated the refinancing of Senior Borrower's prior debt in the amount of $88,317,470.

On April 5, 2023, an affiliate of KHP Capital Partners (the **"PE Investor"**) made a preferred equity investment (the **"PE Investment"**) into IL SH Holdings, LLC (the "**Preferred Equity Joint Venture**"), which is a joint venture between Infinite Loop Mountain View Hotel, LLC (the "**Common Member**") and the PE Investor's controlled subsidiary, HTLV MOUNTAIN VIEW LLC (the "**Preferred Equity Member**"), for the purpose of reducing the total outstanding debt in the deal, funding certain reserves, and paying transaction costs. In connection therewith, Senior Lender and Mezz Lender agreed to restructure the existing loans. The outstanding principal balance of the Mezz Loan was partially repaid by $6,000,000, such that, as of the date of this Investment Summary, the outstanding principal balance is $11,000,000. The

Senior Loan's outstanding principal balance was partially repaid such that the outstanding principal balance as of the date of this Investment Summary is $69,750,000.

The Mezz Loan, as a debt obligation subordinated to the Senior Loan, currently has a total exposure (inclusive of Senior Loan proceeds) of $80,750,000 ($404,000 per key), which reflects a 49.5% loan-to-value ("**LTV**") ratio on the as-stabilized value, per HVS's April 2021 appraisal of the Hotel, of $163,000,000 ($815,000 per key). Further, the total exposure represents 50.0% of the Sponsor's $161,428,492 ($807,142 per key) cost basis.[9]

LOAN HIGHLIGHTS

- **Newly-Constructed, Institutional-Grade Property:** Opened in 2021 and built from reinforced steel, concrete, and glass construction, the Hotel is a five-story, 200-key luxury full service property. The Hotel's amenities include 1,900 square feet of meeting space, a fitness center, an outdoor swimming pool, four food and beverage venues, and on-site valet parking.

- **High Barriers to Entry:** It is difficult to build commercial property in Silicon Valley due to entitlement processes that, in general, have historically taken more than three years. Additionally, the North Bayshore Precise Plan, as adopted by the city of Mountain View, restricts the maximum number of newly constructed hotel rooms in the area to 400 rooms until 2030. The Hotel's rooms represent 200 of the maximum 400 rooms currently permitted by the North Bayshore Precise Plan.

- **Significant Equity Subordination:** At closing, KHP Capital Partners invested $28,575,000 of preferred equity. The General Partner believes the PE Investment further validates the implied value of the asset. Further, the Mezz Loan's exposure is $4.25 million below the original Senior Loan balance of $85 million.

- **Loan Basis 33% Below Sponsor's Construction Cost:** The Mezz Loan's "last dollar exposure" is $404,000 per key. For comparison, the Sponsor's construction cost was $604,742 per key. Pre-COVID sales in the market that the General Partner believes serve as useful comparables for the Hotel ranged from $680,000 - $800,000 per key.

- **Loan Reserves Expected to Offer Additional Protection to Lender:** The Senior Loan and Mezz Loan were restructured with a $5,000,000 interest and carry reserve (the "**Interest and Carry Reserve**"), a cash flow sweep in effect at closing, and an intercreditor agreement that provides flexibility and cure rights to the Mezz Lender if Senior Borrower or Mezz Borrower defaults. If the Interest and Carry Reserve falls below the amount of projected interest and carry shortfalls for at least two months of the remaining term, Senior Borrower is required to deposit an amount determined by Senior Lender necessary to pay for any future anticipated shortfalls. If Senior Borrower is required to make a deposit into the Interest and Carry Reserve, Senior Borrower may request (not more often than one time during any calendar year) that up to $750,000 of funds on deposit in the cash collateral subaccount (the account where Hotel cashflow is collected during a cash trap period) be transferred to the Interest and Carry Reserve and applied to the amount Senior Borrower is required to deposit in the Interest and Carry Reserve. The cash flow sweep collects any

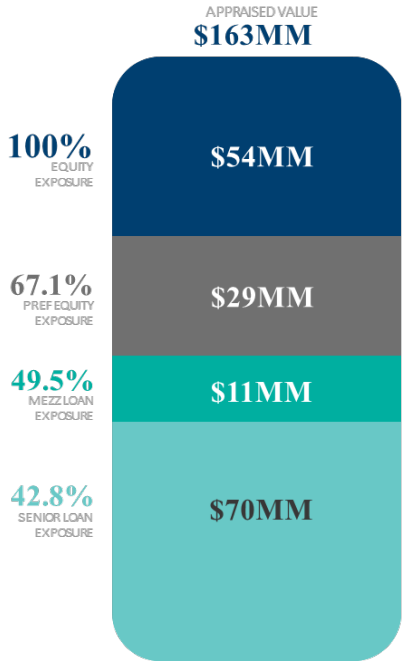
[9] Sponsor's cost basis is inclusive of an appraised land value of $22,000,000 based on HVS's April 2021 appraisal.

excess cash flow after the combined debt service payments for the Senior Loan and Mezz Loan. The initial cash flow sweep terminates when Senior Lender has determined that (x) the Senior Loan debt yield equals or exceeds 12.26% (10.59% debt yield on Mezz Lender's exposure) for the two most recent calendar quarters, (y) the Senior Lender debt service coverage ratio equals or exceeds 1.20:1.00 (0.89:1:00 on Mezz Lender's exposure) for the two most recent calendar quarters, and (z) certain food and beverage projects have been completed. Following termination of the cash flow sweep, Senior Borrower will have no further obligations to fund amounts into the Interest and Carry Reserve with the exception of two months' debt service and carry costs, until such time as another cash flow sweep is triggered. If at any time Senior Lender is not requiring Senior Borrower to make the required deposits into the Interest and Carry reserve, Mezz Lender shall have the right, at its option, to require Mezz Borrower to make such required deposits to Mezz Lender, which shall be held in subaccounts in accordance with the applicable provisions of the Senior Loan Agreement.

- **Located Adjacent to 10 Million Square Feet of Office Space:** Located adjacent to the Googleplex, the Hotel is located in the social center of Mountain View and is expected to be a direct beneficiary of demand from Google, Intuit, Microsoft, and NASA. The Hotel is also within walking distance to the Shoreline Amphitheater, one of the largest outdoor venues in the San Francisco Bay Area, which is expected to drive leisure and transient demand.

- **Experienced Sponsorship:** The guarantors of the Senior Loan and Mezz Loan are Dipesh Gupta, Manish Gupta, Hossain E. Khaziri, and Rajendra Shah (collectively, the "**Guarantors**"). Dipesh Gupta and Manish Gupta are the founders and principals of Shashi Group. The Guarantors, through various entities, have developed six hotels totaling 700 keys in Silicon Valley. Further, the Guarantors must, in the aggregate, maintain a minimum net worth of $75,000,000 and minimum liquidity of $5,000,000.

CAPITALIZATION OVERVIEW



- **Equity:** The Mezz Borrower, on behalf of the Sponsor, has invested $30,853,492 of additional equity in the Hotel to date. The Sponsor is Shashi Group, a hotel developer, investor, and manager based in Cupertino, CA.

- **Preferred Equity:** PE Investor, an affiliate of KHP Capital Partners, provided a $29.0 million preferred equity investment in April 2023 at a 12.75% interest rate, subject to a 1-month Term SOFR floor of 4.00% (the "**Preferred Rate**"). The Preferred Rate has a current pay rate of 25% of the Preferred Rate in months 1 – 12, 45% of the Preferred Rate in months 13 – 24, and 75% of the Preferred Rate in months 25 – 36. The PE Investment has a three-year term with one one-year extension option. KHP Capital Partners is a real estate private equity firm focused on investments in lifestyle and independent hotels.

- **Mezz Loan:** As of the date of this Investment Summary, the outstanding principal balance of the Mezz Loan is $11,000,000. The Mezz Loan accrues interest at a rate of 11.00% *plus* 1-month Term SOFR, subject to a 1-month Term SOFR floor of 0.35%. The effective rate as of the date of this Investment Summary is 16.66%. The Mezz Loan has a term expiring in April 2026, subject to a one-year extension option at the election of the Mezz Borrower.

- **Senior Loan:** Senior Lender, an affiliate of H.I.G. Capital, LLC, provided a Senior Loan, which has a current outstanding principal balance of $69,750,000. Amounts outstanding under the Senior Loan accrue interest at a 4.69% interest rate spread above a 1-month Term SOFR, subject to a SOFR floor of 0.35%. The Senior Loan has a term expiring in April 2026, subject to a one-year extension option. H.I.G. Capital is a leading global alternative investment firm with $45 billion of equity capital under management, with a focus on the small cap and mid cap segments of the market. The H.I.G. family of funds includes private equity, growth equity, real estate, debt/credit, lending and biohealth.

SENIOR LOAN & MEZZ LOAN STRUCTURE

- **In-Place Cash Management / Distribution Waterfall / Cash Flow Sweep:** In-place cash management has been structured to provide for payment in the following order: 1) taxes and insurance; 2) Senior Loan debt service; 3) operating expenses; and 4) Mezz Loan debt service.

- **Interest and Carry Reserve:** An Interest and Carry Reserve of $5,000,000 was funded at closing. In the event the Interest and Carry Reserve falls below a level Senior Lender determines is necessary for the next two-month period, Senior Borrower must deposit an amount determined by Senior Lender necessary to pay for any future anticipated interest and carry shortfalls.

- **Minimum Interest:** The loan structure stipulates that a minimum of 12 months of interest payments are to be paid by the Mezz Borrower. The minimum interest requirement also applies to the Senior Loan. Minimum interest is therefore due on the Mezz Loan through and including the May 2024 payment, after which time the Mezz Loan may be repaid without penalty.

- **Intercreditor Agreement:** Among other things, the intercreditor agreement provides:

    - The subordination of the claims of the Mezz Loan to the Senior Loan;

- Rights of the Mezz Lender to cure a Senior Loan default in the event the Senior Borrower defaults on the Senior Loan, which may prevent an immediate foreclosure on the underlying property by the Senior Lender; and
- Steps that must be taken by a Mezz Lender related to the foreclosure of its collateral, including, without limitation, providing a new creditworthy entity to act as a replacement guarantor for any guaranteed obligations under the Senior Loan.

- **Ongoing Net Worth & Liquidity Requirement**: The Guarantors are required to maintain a collective minimum of $75,000,000 in net worth and $5,000,000 in liquid assets.

HOTEL PERFORMANCE

The following financial projections were prepared by the Mezz Lender. These projections are based on certain assumptions made by Mezz Lender, including the review of Sponsor's projections. Hotel occupancy and ADR were both determined using market and competitive set data compiled by STR, Inc., taking into account location, room supply, and product quality. Operating cost assumptions were derived from similar hotel properties in the U.S. that are currently operated by Driftwood Hospitality Management, LLC, which is a hotel management company affiliated with the Mezz Lender. The following has also been factored into the projections:

- Hotel Management Fee equal to 4.0% of monthly gross revenue of the Hotel payable to Shashi Group, the hotel manager; and
- FF&E Reserve progressing from 3.5% of revenues in the first year following the restructuring of the Mezz Loan in April 2023 to 4.0% thereafter

	Year End					
	2022 - Actual	2023 - Fcst	2024 - Fcst	2025 - Fcst	2026 - Fcst	2027 - Fcst
# of Rooms	200	200	200	200	200	200
Occupancy	41%	50%	55%	58%	58%	58%
ADR	$291	$350	$390	$410	$422	$435
RevPAR	$118	$175	$215	$237	$244	$251
Room Revenue	$ 8,645,668	$ 12,775,000	$ 15,676,265	$ 17,283,082	$ 17,801,646	$ 18,336,034
Total Revenue	11,221,032	15,590,409	20,400,796	22,343,055	22,962,818	23,600,429
Gross Operating Profit ("GOP")	4,194,260	7,118,877	9,386,005	10,709,576	11,094,941	11,493,411
Net Operating Income	**$ 2,391,272**	**$ 4,779,574**	**$ 6,465,250**	**$ 7,581,062**	**$ 7,844,819**	**$ 8,116,520**

Note: Projections are subject to various risks and uncertainties, and actual results may differ materially from the projections. See "Legal Disclosures" at the end of this Investment Summary.

COMPETITIVE SET

The competitive set for the Hotel includes the five properties listed below. The competitive properties opened between 1984 and 2018 and contain a total of 869 rooms:

Hotel Name	Room Count	Year Built
Shashi Hotel, an Urban Resort	200	2019
Autograph Collection Hotel Nia	250	2018
Stanford Park Hotel	162	1984
Nobu Hotel Epiphany Palo Alto	73	2014
Westin Palo Alto	184	2000
Four Seasons Silicon Valley At East Palo Alto	200	2006

Historical Performance Metrics - Year End							
	Competitive Set			Shashi Hotel, an Urban Resort			RevPAR Index
	Occupancy	ADR	RevPAR	Occupancy	ADR	RevPAR	
2019	65.4%	$430	$281	N/A	N/A	N/A	N/A
2020	72.5%	$407	$295	N/A	N/A	N/A	N/A
2021	22.0%	$372	$82	N/A	N/A	N/A	N/A
2022	51.4%	$443	$227	42.0%	$285	$120	53%

The market's demand is comprised largely of commercial demand, with this segment constituting approximately 60% of the accommodated room nights in the Hotel's submarket. The meeting and group segment comprises 24%, and the leisure segment represents 16% of demand.

PROPERTY ADDRESS

1625 N Shoreline Blvd, Mountain View, CA 94043

ROOM MATRIX

Room Type	Number of Rooms	Average Size (SF)
Deluxe King	111	260
Premium King	63	290
Double King	26	331
Total / Wtd. Avg.	**200**	**279**

PARKING SPACES

The Hotel has 160 spaces in an adjacent garage and offers both self and valet parking.

YEAR BUILT

2021

FOOD & BEVERAGE FACILITIES

The Hotel has four existing or planned food and beverage facilities as follows:

- The Emerald Hour – The Art of Modern Mixology: open for breakfast, dinner, and drinks
- Broma – Casual Spanish Cuisine: offers small shareable plates
- Carte Blanche – Boutique Coffee Café: boutique coffee shop (expected to open in October 2023)
- Belle Terre – Contemporary French Fine Dining: Michelin Star-quality French dining (expected to open by March 2025)

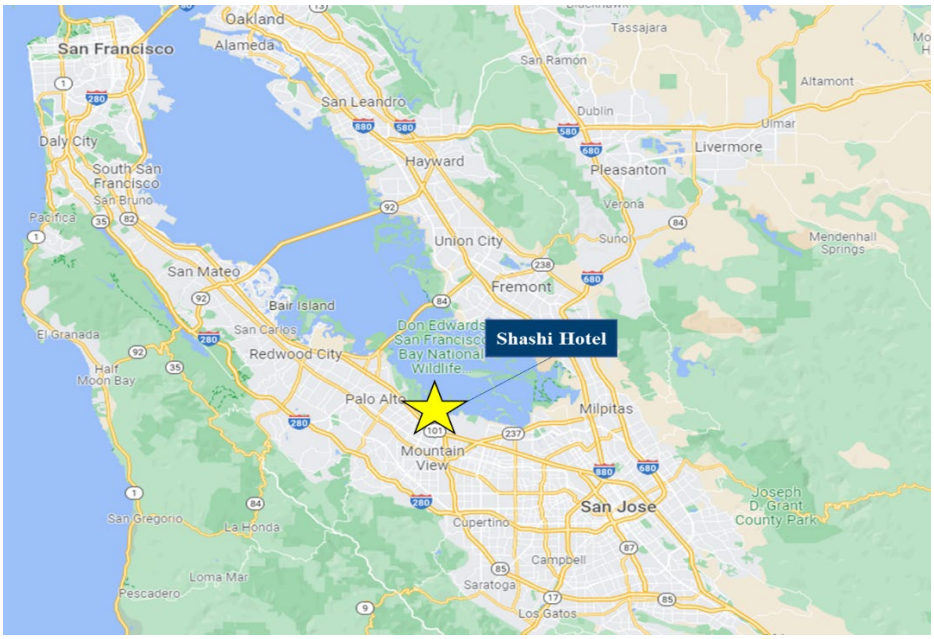
$2,000,000 remains in a F&B work subaccount to be used solely to pay or reimburse Sponsor for the prior payment of F&B work costs or to pay for remaining retainage. The F&B reserve funds will be used to complete Carte Blanche and Belle Terre. Prior to the initial disbursement, Mezz Lender must approve the F&B work budget, the F&B work general contractor agreement, and a list of all contractors and contracts for the F&B work, including retainage.

AMENITIES & FEATURES

- 24-Hour Fitness Center
- Outdoor Pool & Pool Deck
- Business Center
- 1,873 Square Feet of Meeting Space
- Sauna/Steam Room

LOCATION OVERVIEW

The Hotel is located in the city of Mountain View, California, which is within Santa Clara County. As a key part of the Silicon Valley, Santa Clara County is considered the epicenter of technology. Major technology companies headquartered in Silicon Valley include Google, Mozilla Foundation, Symantec, and Intuit (all of which are headquartered in Mountain View), as well as Facebook, Hewlett-Packard, Adobe Systems, Cisco Systems, and Apple. Thousands of engineering and computer science graduates have historically entered the local economy every year from universities such as the University of California, Santa Cruz; University of California, Berkeley; San Jose State University; San Francisco State University; California State University, East Bay; Santa Clara University; and Stanford University.



The Hotel is also located near the NASA Ames Research Center and Moffett Federal Airfield. The Ames Research Center is a major NASA research center that has over 2,300 research personnel. Moffett Federal Airfield is a joint civil-military airport serving the needs of NASA and the California Air National Guard, and in 2014 leased 1,000 acres to Google for 60 years. Lockheed Martin also maintains a sizeable presence at the airfield, working in tandem with NASA.

Leisure demand proximate to the area includes the following major tourist attractions:

- Shoreline Amphitheatre: 22,500-seat amphitheater (0.1 miles)
- Levi's Stadium: 68,500-seat stadium and home to the NFL's San Francisco 49ers (5.7 miles)
- The SAP Center: 17,562-seat indoor arena and home to the NHL's San Jose Sharks (12 miles)

HOTEL PICTURES

[Provided separately.]

Exhibit B

Form of Participation Agreement

THIS PARTICIPATION AGREEMENT ("**Agreement**"), made as of _____, 2023, between [___], a Delaware limited liability company, having an office at 255 Alhambra Circle, Suite 760, Coral Gables, Florida 33134 ("**Mezzanine Lender**") and DRIFTWOOD GREAT NORTH INVESTOR III, LLC, having an address at 255 Alhambra Circle, Suite 760, Coral Gables, Florida 33134 ("**Participant**").

W I T N E S S E T H:

WHEREAS, Mezzanine Lender made a certain mezzanine loan to [___], a Delaware limited liability company ("**Borrower**") in the stated principal amount of $[___] (the "**Loan**"), which Loan is evidenced by that certain Promissory Note, dated as of [___], in the stated principal amount of $[___], made by Borrower to Mezzanine Lender (the "**Note**"), and which Loan is further evidenced by, inter alia, that certain Mezzanine Loan Agreement between Mezzanine Lender and Borrower, dated as of [___] (the "**Loan Agreement**") and the other documents, instruments, agreements and financing statements executed and delivered in connection therewith (together with the Note and the Loan Agreement, collectively, the "**Loan Documents**");

WHEREAS, in connection therewith, Mezzanine Lender entered into that certain Intercreditor Agreement, dated as of [___], relating to the Loan and the Mortgage Loan (as defined in the Loan Agreement) (the "**Intercreditor Agreement**");

WHEREAS, Participant desires to participate in the Loan on the terms and conditions described in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and promises herein contained, Mezzanine Lender and Participant hereby agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

2. Grant of Interest; Mezzanine Lender Reservation. Mezzanine Lender hereby grants to Participant, without representation or warranty by, or recourse to, Mezzanine Lender, and Participant hereby purchases and takes from Mezzanine Lender, for the sum of $_____, an undivided _____% beneficial participation interest in the Loan, which shall include, without limitation, the right to _____% of all principal and interest (including any additional interest resulting from a default) paid under the Loan (Participant's percentage beneficial participation interest in the Loan, the "**Participating Interest**") and of all interest of whatever nature and other sums payable pursuant to the Note from and after the date hereof (collectively, the "**Eligible Payments**"). Mezzanine Lender shall own and hold all other equitable and legal interests in and to the Loan (the "**Mezzanine Lender Interest**"). Mezzanine Lender shall pay to Participant its Participating Interest, if any, of all Eligible Payments, to the extent that such Eligible Payments have been paid by Borrower and are actually received by Mezzanine Lender from Borrower, or upon the liquidation of any collateral securing the Loan (including,

without limitation, the Property) (the "**Collateral**"), all calculated in accordance with the terms and conditions of the Note and the Loan Agreement. This Agreement shall remain in full force and effect until (a) the Mezzanine Lender Interest and the Participating Interest therein have been paid in full by Borrower, and (b) any and all other amounts due and payable by Borrower to Mezzanine Lender under the Note have been paid in full to Mezzanine Lender.

3. Actions by Mezzanine Lender.

(a) Mezzanine Lender may take any action determined by it, in its sole discretion, to be suitable or fitting to enforce payment of the Note or any other Loan Document or to deal in any way with any of the Collateral, or respecting performance by Borrower of its obligations under the Note or compliance with any of the terms and conditions of any of the other Loan Documents. In furtherance of the foregoing, but without limiting the foregoing, Mezzanine Lender may in its sole discretion, without the prior written consent of Participant, (i) agree to any waiver, modification or amendment of any of the provisions of the Note or any of the other Loan Documents, including, without limitation, in connection with any secondary market transaction involving the Loan, (ii) change or modify the interest rate provisions set forth in the Note, (iii) increase the maximum principal amount of the Loan, (iv) extend the Maturity Date, (v) postpone any date for payment or forgive the payment of principal of, or interest on, or any other payment or fee under, the Loan, (vi) waive any Default or Event of Default including, but not limited to, any Default or Event of Default relating to Borrower's failure to pay principal of or interest on the Loan, (vii) accelerate the principal amount of the Note, (viii) commence one or more actions of foreclosure against the Collateral or any other exercise of its rights or remedies, (ix) negotiate to obtain an assignment in lieu of foreclosure with respect to the Collateral, (x) upon any event of default under the Note or any of the other Loan Documents, pay taxes and insurance premiums, spend money for maintenance, repairs, capital improvements or tenant improvements, or incur other expenses necessary or incidental to the operation of the Property (as to which Participant shall be required to advance its Participating Interest), (xi) take any action, or omit to take any action, contemplated or required under or otherwise relating to the Intercreditor Agreement and (xii) otherwise exercise the rights and remedies of a lender under each of the Loan Documents and enforce the obligations of Borrower thereunder or acquire all or any portion of the Collateral upon the exercise of such rights and remedies.

(b) Mezzanine Lender shall have the right, without the consent of Participant, to employ a servicer to administer the Loan, which servicer may be an Affiliate of Mezzanine Lender, and other third parties in connection with the enforcement of any rights it has under the Loan Documents or in connection with the administration of the Loan, including the routine safekeeping of documents, the receipt of monies, the disbursements of monies, the bookkeeping thereof and the rendering of statements thereof. The fees and expenses of such third parties (or Affiliates of Mezzanine Lender, if applicable), to the extent that the same shall not be promptly reimbursed to Mezzanine Lender by Borrower or out of the Collateral.

4. Exercise of Rights. Mezzanine Lender (a) may execute any of its duties under this Agreement or under any of the Loan Documents by or through employees, agents and attorneys in fact and shall not be answerable for the default or misconduct of any such employee, agent or attorney in fact elected by it with reasonable care, (b) may (but shall not be required to) consult with legal counsel (including counsel for Borrower), independent public accountants and other

experts selected by it and shall not be liable for any action reasonably taken or omitted to be taken in good faith by it in accordance with advice of such counsel, accountants or experts, and (c) shall be entitled to rely upon any notice, consent, waiver, amendment, certificate, affidavit, letter, telegram, facsimile, telex, cable or other document or communication believed by it to be genuine and signed or sent by the proper party or parties, and may rely on statements contained therein without further inquiry or investigation.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

6. Notices. Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given if in writing and if delivered personally, or if mailed, postage prepaid, by United States registered or certified mail, return receipt requested, or if delivered by a responsible overnight courier, addressed:

if to Mezzanine Lender to:	[___]
with a copy to:	Greenberg Traurig, LLP
	333 SE 2nd Avenue #4400
	Miami, Florida 33131
	Attention: Thomas Martin
if to Participant to:	Driftwood Great North Investor III, LLC
	255 Alhambra Circle, Suite 760
	Coral Gables, Florida 33134
	Attention: Carlos J Rodriguez
with a copy to:	Greenberg Traurig, LLP
	333 SE 2nd Avenue #4400
	Miami, Florida 33131
	Attention: Thomas Martin

or to such other address or addresses as the party to be given notice may have furnished in writing to the party seeking or desiring to give notice, as a place for the giving of notice, provided that no change in address shall be effective until seven (7) days after being given to the other party in the manner provided for above. Any notice given in accordance with the foregoing shall be deemed given when delivered personally or, if mailed, three (3) Business Days after it shall have been deposited in the United States mails as aforesaid or, if sent by overnight courier, the Business Day following the date of delivery to such courier.

7. Waiver of Jury Trial; Consent to Jurisdiction; Choice of Forum.

(a) **THE PARTIES HERETO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT OR ANY DOCUMENTS RELATED HERETO.**

(b) With respect to any legal suit, action or proceeding concerning a dispute arising under or relating to this Agreement, each party (i) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York for New York County; (ii) irrevocably and unconditionally agrees that all claims in respect of matter may be heard and determined in such courts; and (iii) irrevocably and unconditionally waives any objection it might now or in the future be able to raise that either the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for New York County is an inappropriate venue, an inconvenient forum, or otherwise not the proper court to resolve such dispute. Each party also irrevocably consents to the service of any and all process issued by any of the aforementioned courts in any such legal suit, action or proceeding by the mailing of copies of such process by registered or certified mail, postage prepaid, to such party at such party's address for notices as set forth in Section 6 hereof. Nothing contained in this Section 7 shall affect the right of a party to serve process in any other manner permitted by applicable law.

8. Successors and/or Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and/or assigns of such party, and this Agreement shall inure to the benefit of and shall be binding on the parties hereto and such successors and/or assigns of such party (subject to the limitations of Section 9 hereof).

9. Portfolio Interest/Transferability. The Participating Interest is in "registered form" within the meaning of Sections 871(h) and 881(c) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Treasury Regulations promulgated thereunder (the "**Regulations**") ("**Registered Form**"), and all interest paid to the Participant shall constitute "portfolio interest" within the meaning of Sections 871(h) and 881(c) of the Code and the Regulations promulgated thereunder. This Agreement may not be amended so that the Participating Interest is not in Registered Form. The Participating Interest is registered as to both principal and interest with Mezzanine Lender, and, notwithstanding anything herein to the contrary, the Participant may only assign or transfer all or part of its Participating Interest (including issuing a participation in such interest) by a termination of this Agreement and the entry into a new Agreement between Mezzanine Lender and the assignee or transferee. Unless and until there has been a valid assignment or transfer by the Participant in accordance with the terms hereof, the Mezzanine Lender shall deem and treat the Participant as the absolute beneficial owner and holder of the Participating Interest for all purposes (including, without limitation, for the purpose of receiving all payments to be made pursuant to this Agreement). In addition, if any such transfer or assignment is to any transferee or assignee that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code, then such transferee or assignee shall submit to Mezzanine Lender on or before the date of such assignment a statement, meeting the requirements of Section

871(h)(5) of the Code, that the beneficial owner of the interest is not a United States person and any other statement or form required by the Code or Regulations for purposes of determining exemption from U.S. withholding, information reporting and backup withholding with respect to all payments to be made to such transferee or assignee. Any attempted assignment or transfer of all or any part of a Participating Interest, or any rights thereunder, that is not in accordance with the terms of this Section 9 shall be null and void.

10. Entire Agreement. This Agreement contains the entire agreement of the parties concerning the interests of Mezzanine Lender and Participant in the Loan, the Note, the other Loan Documents and the Intercreditor Agreement, and supersedes all prior negotiations and communications. This Agreement may not be amended, modified or terminated except by an agreement in writing signed by each of the parties hereto.

11. Amendment. This Agreement may be amended only by a writing signed by duly authorized representatives of each party hereto.

12. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any Person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other Persons, places and circumstances shall remain in full force and effect.

13. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Mezzanine Lender and Participant have caused this Agreement to be duly executed as of the day and year first above written.

Mezzanine Lender:

[___]

a Delaware limited liability company

By: _____

Name:

Title:

Participant:

DRIFTWOOD GREAT NORTH INVESTOR III, LLC,

a Delaware limited liability company

By: _____

Name: Jorge L. Gomez-Moller

Title: Chief Legal Officer and General Counsel

LEGAL DISCLOSURES:

This Investment Summary does not purport to be all-inclusive or to contain all the information that a prospective purchaser may desire in deciding whether or not to invest. No representation or warranty is given as to the achievement or reasonableness of the financial projections, targets, prospects or returns, if any, set forth herein. This document is intended for use by sophisticated investors who are entirely responsible for the investment decisions they choose to make.

Certain information contained herein or that may be provided upon request to the General Partner has been obtained from independent sources. Although the General Partner believes that such independent sources are reliable, the accuracy and completeness of such information is not guaranteed and has not been independently verified.

The General Partner and the Partnership reserve the right, at any time and in any respect, to amend, modify or terminate the Offering, and to terminate discussions with any or all prospective investors. Neither the General Partner nor the Partnership, nor any of their respective subsidiaries or affiliates or any of their respective officers, directors, trustees, employees, owners or agents, will have any liability as a result of any of the above events occurring or failing to occur.

None of the information contained herein or in any information provided upon request to the General Partner may be relied on in any manner as legal, tax or investment advice. No investment advice has been or will be provided by the General Partner, the Partnership, DLP, Driftwood Capital or any of their respective affiliates or representatives. No affiliate or representative of Driftwood Capital or any of its affiliates has recommended the purchase of limited partner interests in the Partnership.

Unless written approval has been provided by the General Partner, the information contained herein must be kept strictly confidential, and may not be reproduced or redistributed in any format, except that each prospective investor may disclose the contents of the Offering Documents to his, her or its legal, tax and other professional advisors as necessary in connection with obtaining the advice of such persons with respect to an investment in the Partnership.

In considering any performance data, you should bear in mind that past or targeted performance is not necessarily indicative of future results, and there can be no assurance that any of the projects included in the portfolio anticipated to be acquired by the US Investor will achieve comparable results or that target returns will be met or that any other projected measures of performance will be achieved. Without limiting the generality of the foregoing, estimates and projections as to future results, developments or other events, including financial projections, involve significant elements of subjective judgment and analysis which may not prove to be correct. All projections, financial or otherwise, are for illustrative purposes only and should not be construed as what the actual results will be. Rather, such projections should be viewed as merely an estimate of what results could be if the underlying assumptions and estimates prove to be accurate. Because of the number and range of the variables and assumptions and estimates involved in projections of this nature, actual results will vary from projections and the variations may be adverse and material.

Certain information contained herein constitutes "forward-looking statements," which are based on current information or expectations as of the date of this Investment Summary and which can be identified by the use of forward-looking terminology such as "may," "will," "should," "expect," "anticipate," "target," "project," "estimate," "intend," "continue" or "believe," or the negatives thereof or other variations thereon or comparable terminology. Due to various risks and uncertainties, actual events or results or the actual performance of the investment may differ materially from those reflected or contemplated in such forward-looking statements. Prospective investors should not place undue reliance on forward-looking statements. In addition, prospective investors should not assume that information contained herein is accurate as of any date other than the date of this Investment Summary set forth on the cover page hereto, unless a different date is set forth with respect to such information in which case prospective investors should assume that such information is accurate only as of such specified date. In addition, past performance, including historical performance of the Mezz Loans and the hotels within their respective portfolios, may not be indicative of future results, whether of such hotels, either or both of the Mezz Loans, or the Partnership.

No third party has reviewed, endorsed or ratified this document or any of the other Offering Documents.

An investment in the Partnership is highly speculative and, as such, is suitable only for persons who have substantial financial resources and can bear to hold the investment indefinitely and afford the risk of loss of their entire investment. Without limiting the generality of the foregoing, prospective investors are urged to review and consider the Risk Factors included as part of the other Offering Documents prior to making an investment decision.

Prospective investors should make their own investigations and evaluations of the information contained herein and of the information furnished upon request. Prior to making an investment decision, each prospective investor should consult his, her or its own attorney, business advisor and tax advisor as to legal, business, tax and related matters concerning the information contained herein and the merits and risks of the Offering and an investment in the Partnership, including the legal requirements and tax consequences within the countries of their citizenship, residence, domicile and/or place of business with respect to the purchase, holding or disposal of limited partner interests in the Partnership, and any exchange restrictions with respect thereto that may be imposed by the laws of such country.

Neither this Investment Summary nor any other Offering Document constitutes an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized, or in which the person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make an offer or solicitation.

Limited partner interests in the Partnership have not been recommended or approved or disapproved by the United States Securities and Exchange Commission or any foreign or state securities commission or 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 this Investment Summary or any of the other Offering Documents. Any representation to the contrary is a criminal offense.

None of the Partnership, the US Partnership, the US Investor, the General Partner, DLP or Driftwood Capital (collectively, the "Partnership Parties") is registered as an adviser, dealer or investment fund manager

under the securities laws of any province or territory of Canada. Accordingly, the protections available to clients of a Canadian-registered firm will not be available to purchasers of limited partner interests in the Partnership. The Partnership is neither a "reporting issuer" nor a "mutual fund" as defined by Canadian securities legislation. Investors should not expect to receive financial or other disclosure in accordance with either National Instrument 51-102 Continuous Disclosure Obligations or National Instrument 81-106 Investment Partnership Continuous Disclosure. In addition, investors are restricted from using the civil remedies available and the Partnership is relieved from certain obligations that would otherwise apply if the limited partner interests in the Partnership were sold pursuant to a Canadian prospectus.

All of the Partnership Parties and their respective managers, partners, directors and officers are located outside of Canada and, as a result, it may not be possible for investors to effect service of process within Canada upon such persons. All of the assets of such persons are located outside of Canada and, as a result, it may not be possible to satisfy a judgment against such persons in Canada or to enforce a judgment obtained in Canadian courts against such persons outside of Canada.

NOTHING IN THIS INVESTMENT SUMMARY OR ANY OF THE OTHER OFFERING DOCUMENTS CONSTITUTES TAX ADVICE NOR IS ANYTHING IN THIS INVESTMENT SUMMARY OR ANY OF THE OTHER OFFERING DOCUMENTS INTENDED AS A SUBSTITUTE FOR CAREFUL TAX PLANNING, PARTICULARLY SINCE THE TAX CONSEQUENCES OF AN INVESTMENT IN THE PARTNERSHIP AND THE TAX TREATMENT OF THE PARTNERSHIP ARE COMPLEX AND CERTAIN OF THESE CONSEQUENCES WOULD VARY SIGNIFICANTLY WITH THE PARTICULAR SITUATION OF EACH INVESTOR. ACCORDINGLY, INVESTORS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE POSSIBLE FEDERAL, FOREIGN, STATE AND LOCAL TAX CONSEQUENCES OF AN INVESTMENT IN THE PARTNERSHIP.

This document should not be considered as a recommendation from any person. Each person for whom this document is made available should consult its own professional advisors in making its own independent investigations and assessment and, after making such independent investigations and assessments, as it deems necessary, in determining whether to proceed with any investment.

All dollar amounts in this document are expressed in U.S. dollars (unless otherwise noted therein). Fluctuations in the exchange rate between the U.S. dollar and the Canadian dollar will affect the Canadian dollar equivalent of the offering price of limited partner interests in the Partnership and the financial information contained in this document. In addition, any financial information contained in this document and the financial statements of the Partnership have not and will not be prepared in accordance with Canadian generally accepted accounting principles or (if applicable) audited in accordance with Canadian generally accepted auditing standards or otherwise.

It is the responsibility of each investor to satisfy himself, herself or itself as to the full observation of the laws of any relevant territory outside of the United States in connection with any purchase of limited partner interests in the Partnership, including obtaining any required governmental or other consents or observing any other applicable formalities, and none of the Partnership Parties or any of their affiliates will have any liability or responsibility therefor.

In making an investment decision, you should rely only on the information contained in this Investment Summary and the other Offering Documents or in information subsequently provided to you by the General Partner upon request therefor as described in the "Requests for Additional Information" section of this Investment Summary. No person is authorized to give any information that is different or to make any

representation with respect to the Offering not contained in the Offering Documents or in any such subsequently provided information.

DRIFTWOOD GREAT NORTH PARTNERS III, LP
RISK FACTORS

An investment in the Partnership involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in such investment and who are able to afford a complete loss of their investment. Set forth below are certain risk factors associated with an investment in the Partnership. The order in which the following risks are presented does not necessarily correlate to the magnitude of the risks described. In addition, the following does not purport to be a complete description of all of the risks which may exist with respect to an investment in the Partnership, but is merely illustrative of the types of risks which an investor should consider before deciding to invest in the Partnership. Other risk factors may exist or emerge from time to time and it is not possible for management to either predict all risk factors or assess the impact of any factor, or combination of factors, on the Partnership, including its results of operations and financial condition, or on the financial returns to investors, if any, and items which may impact such returns.

Prospective investors are urged to carefully read all of the Offering Documents in their entirety and to consult with their own legal, tax, financial and other professional advisors with respect to an investment in the Partnership.

Capitalized terms used but not defined in this Risk Factors Exhibit shall have the meanings ascribed to such terms elsewhere in these Offering Documents, including in the Subscription Agreement to which this Risk Factors Exhibit is attached or in the Investment Summary or Partnership Agreement attached as Exhibits A and B, respectively, to the Subscription Agreement. Unless stated to the contrary or the context otherwise requires, references to the Partnership in this Risk Factors Exhibit shall be deemed to refer to the Partnership and its subsidiaries, including the US Partnership and the US Investor.

No Guarantee of Profitability, or Returns of or on Capital

NEITHER THE GENERAL PARTNER NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY AS TO THE FUTURE PROFITABILITY OF THE PARTNERSHIP OR THE PAYMENT OF ANY DISTRIBUTIONS, INCLUDING THE RETURN OF ANY OR ALL OF YOUR INVESTMENT IN THE PARTNERSHIP OR THE ACHIEVEMENT OF ANY PARTICULAR RETURN.

General Risks Relating to Mezzanine Loans

Participation in the Mezz Loans will subject the Partnership to a variety of risks relating to the provision of financing, including, without limitation, risks of borrower default (including loss of principal and nonpayment of interest), illiquidity, lack of control, mismanagement or decline in value of collateral, contested foreclosures, bankruptcy of the borrower, claims for lender liability, violations of usury laws, and the imposition of common law or statutory restrictions on the exercise of contractual remedies for defaults.

In addition, because the results of an investment in the Partnership will be dependent upon the repayment of the Mezz Loans by the respective Mezz Borrowers, which in turn is dependent primarily on the performance of the hotels which serve as collaterals for the Mezz Loans (each, a

"Hotel" and collectively, the "Hotels"), the Partnership will also be exposed to the specific risks relating to the provision of financing secured by hospitality assets, including, without limitation, the risks associated with real estate-related investments generally, risks associated with the hospitality and tourism industries, risks related to construction and development activities, and economic, market and real estate conditions, all as described in further detail below.

Subordinated Investment Risks; Protective Advances

The Mezz Loans are secured by a pledge of the ownership interests of the entities owning the Hotels and are subordinate in right to the Senior Loans. Because of their subordinate position, the Mezz Loans carry a greater credit risk than senior financing, including a substantially greater risk of non-payment. The outstanding principal amounts of the Senior Loans with respect to Mezz Loan #1 and Mezz Loan #2 are $120,000,000 and $69,750,000, respectively. In addition to the existing Senior Loan, borrowers may also incur additional debt ranking senior or equal to the Mezz Loans.

If a Mezz Borrower defaults on a Mezz Loan or on debt senior thereto, the Partnership's investment in the Mezz Loan will be satisfied only after the senior debt is paid off in full, which may result in the Partnership being unable to recover the full amount, or any, of its investment. A decline in the real estate market or other factors could result in a reduction in the value of one or more of the Hotels, which may cause the aggregate balance of the senior debt to exceed the value of the Hotel or Hotels serving as collateral for the senior debt. In addition, the lenders of senior debt will be entitled to receive payments of interest or principal on such debt on or before the dates on which payments would be made in respect of the Mezz Loan. Also, in the event of insolvency, liquidation, dissolution, reorganization or bankruptcy, the lenders of senior debt will generally be entitled to receive payment in full before the Partnership receives any distribution in respect of its investment in the Mezz Loan. After repaying such senior creditors, a borrower may not have any remaining assets to use for repaying its obligation under the Mezz Loan. In the case of debt ranking equally with a Mezz Loan, the Mezz Lender and US Investor would have to share on an equal basis any distributions with other creditors holding such debt in the event of an insolvency, liquidation, dissolution, reorganization or bankruptcy of the borrower.

Further, the intercreditor arrangements entered into with respect to each Mezz Loan may limit the Mezz Lender's right or ability to amend its loan documents, accept prepayments, exercise its remedies (through "standstill" periods) and control decisions made in bankruptcy proceedings. Bankruptcy and borrower litigation can significantly increase the time needed to acquire the underlying collateral in the event of a default, during which time the collateral may decline in value. In addition, there are significant costs and delays associated with the foreclosure process.

In the event of a default on senior debt, the Mezz Lender may elect to make payments, if it has the right to do so. If such protective advances or similar payments (each, a "Protective Advance") are required, including, without limitation, to permit the borrower to keep the senior debt current and pay its payroll, utility, taxes or other expenses, the Mezz Lender will endeavor if it determines to be reasonable and appropriate to, but will not be obligated to, either fund the Protective Advance itself or seek to find one or more third parties to make the Protective Advance, whether alone or together with the Mezz Lender. If a Protective Advance is made, then the amount of the Protective Advance will be added to the amount of the Mezz Loan and the US Investor will be entitled to its pro rata portion of the total amount outstanding, including default

interest thereon, based on the amount funded by the US Investor compared to the total amount of the Mezz Loan plus the Protective Advance with respect thereto. However, any amounts paid on the Mezz Loan will be applied first to repayment of the Protective Advance, plus default interest thereon, with such payment to be made 100% to the Mezz Lender and/or third party that paid the Protective Advance until the Protective Advance and all default interest thereon is paid in full. Accordingly, if a Protective Advance is paid, the US Investor will not receive any payment on the applicable Mezz Loan unless and until the Protective Advance and all interest thereon is repaid.

There is no guarantee that the Mezz Lender will choose to make any Protective Advances or, if it seeks to do so, successfully find or secure third parties to make any Protective Advance. If a required Protective Advance is not paid in full, then, among other potential risks and consequences, the Mezz Borrower may be unable to meet its obligations and/or may default under the Mezz Loan and/or senior debt. If the borrower defaults on senior debt, the Mezz Loan will be satisfied only after the senior debt is paid off, which may result in the US Investor being unable to recover the full amount, or any, of its investment in such Mezz Loan. None of the Mezz Lender or any of its affiliates, including Driftwood Capital, DLP and the General Partner, will have any liability to the Partnership or any investors in connection with any decision not to make, or any failure to make, any Protective Advance in full or at all.

Further, the servicers of the senior loans are responsible to the holders of those loans, whose interests will likely not coincide with the interests of the Partnership, particularly in the event of a default. Accordingly, the senior loans may not be serviced in a manner advantageous to the Partnership.

Potential of Borrower Financial Distress

One or more of the Mezz Borrowers may experience financial distress from time to time, including, without limitation, due to economic slowdowns or recessions. In the event of financial distress, there may be significant uncertainty as to when, in what manner and for what value such distressed debt may eventually be satisfied, including through liquidation, reorganization or bankruptcy, if at all. If an exchange offer is made or plan of reorganization is adopted, there can be no assurance that the securities or other assets received will have a value or income potential similar to what the General Partner anticipated when the investment in the Mezz Loan was made or even at the time of restructuring. Any restructuring could alter, reduce or delay the payment of interest or principal on the investment.

In addition, a Mezz Borrower's failure to satisfy financial or operating covenants imposed by the Mezz Lender or other lenders could lead to defaults and, potentially, termination of the loans and foreclosure on the assets, which could trigger cross-defaults under other agreements and jeopardize the Mezz Borrower's ability to meet its obligations under the Mezz Loan.

Lack of Control over Mezz Lender and Borrower

The US Investor will have no rights to direct the actions of any Mezz Lender with respect to any matter, including, without limitation, enforcement of rights and remedies under the Mezz Loans, modifications of the terms thereof, or any other actions that the applicable Mezz Lender may elect or have the right or option to take with respect to a Mezz Loan or any other document

relating thereto. Without limiting the generality of the foregoing, from time to time, the Mezz Lender may elect to waive breaches of financial or other covenants, including the right to payment, or waive or defer enforcement of remedies, such as acceleration of obligations or foreclosure on collateral, depending upon the financial condition and prospects of the Mezz Borrower. These actions may reduce the likelihood of receiving the full amount of future payments on the Mezz Loan and be accompanied by a deterioration in the value of the underlying collateral as the Mezz Borrower may have limited financial resources, may be unable to meet future obligations and may go bankrupt.

In addition, the Mezz Lender generally does not have the ability to control or veto actions of the Mezz Borrower. As a result, the Partnership's investment in each Mezz Loan will be subject to the risk that the Mezz Borrower may make business or strategic decisions with which Mezz Lender disagrees, or take risks or otherwise act in ways that are adverse to the interests of the Mezz Lender and the US Investor, as an investor in the Mezz Loan. Due to a lack of liquidity, the Mezz Borrower may not be able to dispose of a Mezz Loan in the event of a disagreement with the actions of a borrower.

Loan Prepayments

A Mezz Borrower's decision to prepay a Mezz Loan when permitted by the applicable Mezz Loan Agreement will be outside of the Mezz Lender's control and may depend on, among other factors, the performance of the Mezz Borrower and market conditions, including potential favorable financing market conditions which would allow the Mezz Borrower to replace existing financing with less expensive capital. Loan prepayments may reduce the achievable yield for the investment.

Risks Related to Investments Secured by Hospitality Assets

As described above, because the results of an investment in the Partnership will be dependent upon the repayment of the Mezz Loans by the respective Mezz Borrowers, which in turn is dependent primarily on the performance of the Hotels, the Partnership will be exposed to the specific risks relating to investments secured by hospitality assets, including those set forth below.

Risks Associated with the Hospitality and Tourism Industries

The Mezz Borrowers and their affiliates, including their affiliate entities which own the Hotels (the "Hotel owners") will be subject to the business, financial and operating risks inherent to the hospitality and tourism industries, including, without limitation, the following:

- adverse changes in economic conditions or in the hospitality and tourism industry generally and specifically in the areas where the Hotels are located;
- adverse changes or developments impacting the tourism, government, entertainment, financial services, consumer goods and services, and other industries engaged in by companies doing business in the areas where the Hotels are located;
- the seasonal nature of the hospitality and tourism industries, generally;

- adverse changes directly and indirectly affecting new development in the markets where the Hotels are located and neighboring communities;
- the development of new hotels in the markets where the Hotels are located and neighboring communities;
- significant competition for guests, employees and service providers from multiple hospitality providers, many of which may have greater marketing and financial resources than the Hotel owners;
- changes in operating costs, including energy, food, employee compensation and benefits and insurance;
- increases in costs due to inflation that may not be fully offset by price increases at the Hotel, and any price increases may not be sustainable;
- changes in tax and governmental regulations that influence or set wages, prices, interest rates (including a continuation of the current rising interest rate environment) or maintenance procedures and costs;
- the costs and administrative burdens associated with complying with applicable laws and regulations;
- the costs of complying with local practices, and the costs or desirability of complying with local customs;
- significant increases in cost for health care coverage for employees and potential government regulation with respect to health care coverage;
- shortages of labor or labor disruptions;
- the ability of third-party internet and other travel intermediaries to attract and retain customers;
- negative publicity from online media postings and related media reports;
- the availability and cost of capital necessary to service debt obligations and fund any future capital expenditures;
- delays in or cancellations of renovation and refurbishment projects, and potential cost overruns;
- cyclical over-building in the hospitality industry;
- alternatives to hotels such as online services for short-term rentals of apartments and homes;
- changes in the supply and demand for hotel services, including rooms, food and beverage and other products and services; and
- decreases in the frequency of group and business travel that may result from alternatives to conventions and business in-person meetings, including virtual meetings hosted online or over private teleconferencing networks.

Any of these factors could increase the costs to own or operate a Hotel, limit or reduce the prices able to be charged for products and services at a Hotel, or otherwise adversely affect the performance of a Hotel. In addition, the reliance on third-party suppliers for food and other

services at a Hotel, as well as construction materials and construction labor, exposes the performance of such Hotel to volatility in the prices and availability of these and similar goods and services.

General Real Estate Investment Risks

The Hotel owners will also be subject to the risks associated with real estate investments generally. The real estate industry is highly cyclical by nature, and future market conditions are uncertain. There are many factors which affect real estate investments, and many of these factors are beyond the Hotel owner's control, including, but not limited to:

- changes in local and general economic conditions, including low consumer confidence, unemployment levels and depressed real estate prices and other effects resulting from the severity and duration of economic downturns;
- changes in the financial condition of buyers and sellers of property;
- changes in the availability of debt financing and refinancing;
- changes in interest rates (including continued increases in interest rates in light of the current inflationary environment or otherwise), currency exchange rates, real estate taxes and operating and other expenses;
- changes in environmental, zoning and other applicable laws and regulations (and changes in the application and interpretation of such laws and regulations);
- changes in fiscal policies;
- changes in tax regulations that provide tax credits or an otherwise favorable tax environment for the tourism and hospitality sector;
- changes in utility rates;
- development and improvement of competitive properties;
- ongoing capital improvement and repair requirements;
- risks and operating problems arising out of the presence or shortage of certain construction materials, supply chain disruptions or the shortage of labor, including any prolonged continuation or worsening of current shortages and disruptions;
- environmental claims arising in respect of a Hotel with undisclosed or unknown environmental problems or as to which adequate reserves had not been established;
- the risk of loss from casualty or condemnation;
- physical destruction and depreciation of equipment and property;
- damage to, and destruction of, one or more Hotels, including uninsurable losses, resulting from fires, including wildfires, earthquakes, heavy rainfall, floods, tornadoes, hail storms, windstorms, hurricanes, snowstorms or other natural disasters or acts of nature, or acts of terrorism, and other risks and uncertainties related to any such acts of nature or terrorism;
- changes in the availability and cost of insurance, including the inability to obtain

insurance against various risks, including, without limitation, those set forth in the previous bullet point;

- increases in the costs of labor and materials; and
- strikes, lockouts, slowdowns and labor disputes.

The real estate market in general has experienced severe downturns in the past resulting from, among other things, a decline in consumer confidence, an oversupply of real estate available for sale, a decline in the overall economy, increasing unemployment, fear of unemployment, a decline in the securities and credit markets and a contraction in available financing. In response to the adverse conditions in the real estate market a number of years ago, the U.S. government enacted legislative and administrative measures aimed at restoring liquidity to the credit markets and improving conditions in the real estate market. While conditions in the real estate and credit markets improved, there is no assurance that conditions will not deteriorate once again, and there is a belief that a recession may occur in the near term, which may result in the occurrence or exacerbation of some or all of the adverse conditions described above.

Impact of Macroeconomic and Other Factors

Certain other factors, including macroeconomic factors, may adversely affect the performance of the Hotels. These factors include, but are not limited to:

- war, political conditions and civil unrest, terrorist activities or threats and heightened travel security measures instituted in response thereto;
- conditions which negatively shape public perception of travel, including travel-related accidents and travelers' fears of exposures to pandemics or contagious diseases, including any resurgence of the COVID-19 pandemic or any outbreak of a new pandemic;
- the financial condition of the airline, automotive and other transportation-related industries;
- the physical risks of climate change and/or availability and quality of natural resources, such as a secure and economical supply of water or energy;
- an increase in the crime rate in the surrounding areas of a Hotel;
- cyber-attacks; and
- foreign exchange fluctuations.

Renovation, Construction and Repair Risks

As described in further detail in the Investment Summary, renovation activities with respect to the Hotels in the portfolio of the Mezz Loan #1 are ongoing. Renovation, construction and/or repair activities may also be undertaken with respect to the Hotel serving as collateral for Mezz Loan #2. Accordingly, the Hotel owners will be subject to various risks typically associated with renovation and construction activities. These risks include, without limitation, those associated with construction delays, the inability to fund any excess construction costs, work strikes or stoppages, adverse weather conditions, the inability to obtain or refinance construction financing on favorable terms or to meet preconditions for permanent financing, unforeseen environmental or engineering

problems, natural disasters, acts of war, work stoppages, transportation system interruptions and other force majeure events. The construction industry has from time to time experienced fluctuating prices, as well as shortages, of labor and construction-related materials, such as lumber, insulation, drywall, concrete, carpenters, electricians and plumbers. In addition, there has recently been inflation in the price of materials and a worldwide supply chain disruption causing delays in the supply of materials and large price fluctuations, as well as labor shortages which has increased the cost of labor. There is no assurance if or when these conditions will improve or that these conditions will not worsen. Inflationary trends or other price increases or the unavailability of labor or materials required for the renovation or construction activities could have a material adverse effect on the financial results of a Hotel owner. As a result of the foregoing and other factors, renovation activities may be more costly than anticipated and renovations may not be completed when expected. There is also no assurance that renovations will result in any or all of the benefits anticipated or otherwise have a positive impact on the performance of the Hotels.

The Hotel owners will rely on third party service providers and suppliers in connection with renovation, construction and repair activities. There is no assurance that any such third parties will comply with their contractual obligations or otherwise perform their services in an acceptable manner, whether due to any of the conditions described above or otherwise.

In addition, approvals and entitlements from governmental authorities or agencies may need to be obtained prior to engaging in certain renovation and construction activities, including with respect to zoning, architectural design, environmental and other issues. The receipt of necessary approvals will be subject to factors outside of the control of the Hotel owner, including the discretion of the governmental authority or agency from which the approval is sought, and there is no assurance that any such approvals will be received in a timely manner, or at all. Any such delay in receiving, or failure to receive, necessary approvals or concerns which may be raised by various governmental officials, public interest groups and other interested parties during both the approval and construction process may have a material adverse impact on the Hotel owner and, in turn, the Mezz Borrower and its ability to satisfy its obligations under the Mezz Loan.

Additionally, any person who supplies services or materials to a Hotel may have a lien against the Hotel securing any amounts owed to such person under applicable law. Therefore, even if a contractor is paid its contract fees, if that contractor fails to pay its subcontractors or the materials supplier, then the subcontractor and materials supplier who were not paid will have mechanic's lien rights against the Hotel. If a mechanic's lien does appear against a Hotel, its release must be obtained or the person holding such lien will have the right to bring an action to foreclose on the Hotel to satisfy amounts due under the lien.

Further, with respect to any and all express and implied warranties under contracts with third party contractors, sub-contractors, and suppliers, such third parties may not have the financial resources or ongoing business operations to honor and perform such obligations. The costs associated with the enforcement of any such warranty claims, including any warranty-related legal proceedings, and/or the procurement of additional goods and services to address or remediate the cause of any warranty claims, could have a material adverse effect on a Hotel owner. Moreover, if there are unforeseen events like a bankruptcy of, or an uninsured or under-insured loss claimed against, a general contractor, the Hotel owner may become responsible for the losses or other obligations of the general contractor. Should losses in excess of insured limits occur, the losses could materially adversely affect the financial results of the Hotel owner.

Construction will also expose employees and/or contractors to electrical lines, pipelines carrying potentially explosive materials, heavy equipment, mechanical failures, transportation accidents, adverse weather conditions and the risk of damage to equipment and property. These hazards can cause personal injuries and loss of life, severe damage to or destruction of property and equipment, and other consequential damages, and could lead to suspension of operations and large damages claims. In addition, if any serious accident or fatality occurs, the Hotel owner could realize significant liabilities and increased costs, which could have a material adverse effect on its financial condition and results of operations.

Risks Related to Public Health Crises and Pandemics

The global spread and unprecedented impact of COVID-19 during 2020 resulted in significant disruption and additional risks to the lodging, hospitality and travel industries and the global economy. The pandemic led governments and other authorities around the world to impose measures intended to control its spread, including restrictions on freedom of movement, gatherings of large numbers of people and business operations, such as travel bans, border closings, business closures, quarantines, shelter-in-place orders and social distancing measures. As a result, the pandemic and its consequences significantly reduced global travel and demand for hotel rooms and had a material detrimental impact on global commercial activity across the lodging, hospitality and travel industries, including material decreases in hotel demand and revenue per available room ("RevPAR"). Any resurgence of the COVID-19 pandemic or outbreak of a new pandemic or public health crisis may have similar or worse effects than those previously experienced and may exacerbate certain of the other risks set forth herein. In addition, a resurgence of the COVID-19 pandemic or outbreak of a new pandemic or public health crisis may adversely impact the performance of the Hotels in a manner that is not presently known, or that is not currently considered to present significant risks.

Risks of Operating Pursuant to License Agreements and Under the Licensed Brand

The Hotels which serve as collateral for Mezz Loan #1 operate under license agreements with Hilton or Marriott pursuant to which the owner holds a license to use the applicable proprietary marks and system. The license agreements, among other things, impose numerous operational and other requirements upon the owner, restrict the transfer of equity interests and the transfer of the license to a third party, and provide for substantial liquidated damages in the event of default. The early termination of any of the license agreements would result in the inability to use the applicable proprietary names, marks and reservation service and also could result in substantial monetary penalties, all of which would have a material adverse effect on the performance of the Hotel.

In addition, a Hotel's ability to attract and retain guests depends, in part, on the public recognition of the applicable brand and its reputation. Events and factors could affect the reputation of the brand and, in turn, adversely impact the performance of the applicable Hotel. These include, without limitation, service, food quality and safety, availability and management of scarce natural resources, supply chain management, diversity, human rights, and support for local communities. Reputational value is also based on perceptions, and broad access to social media makes it easy for anyone to provide public feedback that can influence brand perceptions and the perception and reputation of a Hotel or brand, and it may be difficult to control or

effectively manage negative publicity, regardless of whether it is accurate. While reputations may take years to build, negative incidents can quickly erode trust and confidence, particularly if they result in adverse mainstream and social media publicity, governmental investigations or penalties, or litigation. Negative incidents could lead to tangible adverse effects on a Hotel, including consumer boycotts, lost sales, disruption of access to the Hotel's website and reservation system, or associate retention and recruiting difficulties. Further, if other hotels operating under the same brand name fail to maintain or act in accordance with applicable standards, experience operational problems, including any data breach involving guest information, or project a brand image inconsistent with the brand, the image and reputation of the brand could suffer, which may in turn affect the reputation, performance, and results of the Hotel.

Changes in management practices, the occurrence of accidents or injuries, natural disasters, crime, individual guest notoriety or similar events at a Hotel can harm the Hotel's reputation, create adverse publicity and cause a loss of consumer confidence in the Hotel. Any such events occurring at any other hotel operating under the same brand name may also have adverse effects on the brand and, in turn, the Hotel. In addition, the expansion of social media has compounded the potential scope of negative publicity. Hotels could also face legal claims related to negative events, along with resulting adverse publicity. A perceived decline in the quality of the brands, or damage to their reputation could adversely affect a Hotel owner's business, financial condition or results of operations.

Competition

The hospitality industry is highly competitive. Each Hotel competes for guests and other customers with other hotel and resort properties, both in and outside of their local areas. Competitors range from national and international hotel brands to independent, local and regional hotel operators, time-share and vacation ownership properties, and alternative lodging arrangements in which residential properties are marketed, reserved and rented in a manner consistent with hotels.

Labor and Employee Risks

Wages and employee benefits associated with continuing operations comprise a significant portion of the operating expenses with respect to each Hotel, which faces substantial competition in attracting and retaining qualified personnel. Periodic or geographic area shortages of qualified personnel, including current labor shortages, may require an increase in wages and benefits offered to employees in order to attract and retain such personnel or to utilize temporary personnel at an increased cost. In addition, employee benefit costs, including health insurance and workers' compensation insurance costs, have materially increased in recent years and the future impact of regulatory actions, including potential increases in the minimum wage and regulatory actions on the cost of employee health insurance cannot be predicted. Increasing employee health insurance and workers' compensation insurance costs and increasing costs associated with labor related insurance may materially and adversely affect the results of the Hotel owners. Further, litigation, including litigation relating to employment and/or wage and hour disputes, could result in an increase in expenses.

No assurance can be given that labor costs will not continue to increase or that any increases will be recovered by corresponding increases in the rates charged. If labor costs continue to increase and

the Hotel owner is not successful in passing on, or cannot pass on, any such increases to guests through rate increases, the business, financial condition and results of operations of the Hotel owner may be materially adversely affected. Further, increased costs charged to guests may reduce occupancy and growth.

In addition, from time to time labor unions may attempt to organize employees. If labor laws are modified to make it easier for employee groups to unionize, additional groups of employees may seek union representation. If employees were to unionize, it could result in business interruptions, work stoppages, the degradation of service levels due to work rules, or increased operating expenses that may adversely affect the results of operations of the Hotel owner.

Risks Related to Third-Party Internet Reservation Channels

Rooms at the Hotels may be booked through third-party internet travel intermediaries such as Expedia.com®, Orbitz.com®, and Booking.com®, as well as lesser-known online travel service providers. As the percentage of internet bookings increases, these intermediaries may be able to obtain more volume or better rates. Some internet reservation intermediaries are attempting to commoditize hotel rooms by increasing the importance of price and general indicators of quality at the expense of brand identification. Additionally, consumers may develop loyalties to third-party internet reservations systems rather than to the websites of the Hotels or other online booking tools. Moreover, third-party reservation channels may be able to obtain higher commissions, reduced room rates or other significant contract concessions, which may decrease the profitability of the Hotel owners.

Technological Developments

The hospitality industry demands the use of sophisticated technology and systems, including technology utilized for property management, brand assurance and compliance, procurement, reservation systems, distribution, revenue management, and guest amenities. These technologies can be expected to require refinements, including complying with legal requirements in connection with privacy and/or security regulations, requirements, and commitments established by third parties such as the payment card industry, and advanced new technologies will likely be introduced as well. Further, the development and maintenance of these technologies may require significant capital. There can be no assurance that as various systems and technologies become outdated or new technology is required, the Hotel owners will be able to replace or introduce them as quickly as their competition or within budgeted costs and timeframes. Further, there can be no assurance that any or all of the Hotels will achieve the benefits that may have been anticipated from any new technology or system.

Risks Associated with Protecting the Integrity and Security of Guests' Personal Data

Operation of the Hotels subjects its owners to various risks and costs associated with the collection, handling, storage and transmission of sensitive information, including those related to compliance with U.S.and foreign data collection and privacy laws and other contractual obligations, as well as those associated with the compromise of their systems collecting such information. The Hotel owners collect internal and customer data, including credit card numbers and other personally identifiable information for a variety of important business purposes, including managing their workforces, providing requested products and services and maintaining guest preferences to

enhance customer service and for marketing and promotion purposes. The Hotel owners could be exposed to fines, penalties, restrictions, litigation, reputational harm or other expenses, or other adverse effects on their business, due to failure to protect the personal data and other sensitive information of the guests, customers or employees of the Hotels or failure to maintain compliance with the various U.S. and foreign data collection and privacy laws or with credit card industry standards or other applicable data security standards. They are also subject to risks associated with data breaches at other hotels or properties operating under the same brand name.

In addition, states and the federal government have enacted additional laws and regulations to protect consumers against identity theft. These laws and similar laws in other jurisdictions have increased the costs of doing business, and a failure to implement appropriate safeguards or to detect and provide prompt notice of unauthorized access as required by some of these laws could subject the Hotel owners to potential claims for damages and other remedies. If significant amounts are required to be paid in satisfaction of claims under these laws, or if the Hotel owners were forced to cease business operations for any length of time as a result of their inability to comply fully with any such law, the business, operating results and financial condition of the Hotel owners could be materially adversely affected.

Potential Environmental Liabilities

Under various federal, state and local environmental laws, ordinances and regulations, a current or previous owner or operator of real property may be liable for the costs of removal or remediation of hazardous or toxic substances on, under or in such property. Such laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. In addition, the presence of hazardous or toxic substances, or the failure to take proper remedial actions, may adversely affect the owner's ability to sell the property or to borrow by using such property as collateral. Persons who arrange for the transportation, disposal or treatment of hazardous or toxic substances may also be liable for the costs of removal or remediation of such substances at the disposal or treatment facility, whether or not such facility is or ever was owned or operated by such person. Certain environmental laws and common law principles could be used to impose liability for the release of hazardous materials, including asbestos-containing materials ("ACMs") into the environment, and third parties may seek recovery from owners or operators of real property for personal injury associated with exposure to released ACMs or other hazardous materials. Environmental laws may also impose restrictions on the manner in which a property may be used or transferred or in which businesses may be operated, and these restrictions may require expenditures which may be material. In connection with the ownership and operation of the Hotel, the Hotel owners may be potentially liable for any such costs. The cost of defending against claims of liability or remediating a contaminated site, and the cost of complying with such environmental laws, could materially adversely affect their results of operations and financial condition.

Compliance with Laws

In addition to environmental laws and regulations, the ownership and operation of the Hotels also subjects the Hotel owners to various other federal, state, international, and local regulatory requirements, including, without limitation, those relating to the preparation and sale of food, the serving of alcoholic beverages, the Americans with Disabilities Act, state and local fire and life-safety requirements and land use and building restrictions, and those relating to the ownership and

operation of parking garages, including, without limitation, regulations relating to maximum occupancy, signage for entrances, exits and parking rates, and requirements for specific parking spots, including handicapped parking and bicycle parking. Failure to comply with applicable legal and other requirements could result in the imposition of fines by governmental authorities or awards of damages to private litigants. In addition, changes in laws could, among other things, establish more stringent requirements with respect to the ownership or operation of the Hotels, or otherwise require significant unanticipated expenditures.

Severe Weather, Natural Disasters and other Local Conditions

The Hotels will be subject to the risks of any severe weather, natural disaster and other local conditions which may affect the areas in which they are located, including, without limitation, earthquakes, windstorms, floods and wildfires. Severe weather and natural disasters can have a negative impact upon the Hotels due to a number of factors, including, without limitation, property damage or a decrease in the amount of guests at the Hotels.

Uninsured Losses; Insurance

The Mezz Loan and Senior Loan require that each Hotel has adequate insurance in place to cover property and casualty losses as well as any other liabilities to which it is reasonably expected to be subject at all times. Insurance may be expensive or difficult to obtain, and there are certain types of losses, generally catastrophic in nature, such as losses due to wars, acts of terrorism, natural disasters and other acts of nature or environmental disasters or other matters, which are uninsurable or not economically insurable, or may be insured subject to limitations, such as large deductibles or co-payments. Insurance risks associated with potential terrorist acts could sharply increase the premiums required to be paid for coverage against property and casualty claims. Additionally, in some cases, mortgage lenders insist that specific coverage against terrorism be purchased by commercial property owners as a condition for providing mortgage loans. In addition, if the Hotel owners or other hotel, resort or commercial property owners sustain significant losses or make significant insurance claims, then the ability to obtain insurance coverage at commercially reasonable rates could be materially adversely affected. If insurance coverage is not adequate, or if a Hotel owner become subject to damages that cannot by law be insured against, such as punitive damages, the operating results and financial condition of the Hotel owner would be adversely impacted.

Contractual Relationship with Limited Partners

The ability of the General Partner and its affiliates, including DLP and Driftwood Capital and its principals, to control the operations and financial outcomes of the Partnership and the US Partnership is limited by the contractual provisions in the Partnership Agreement. The Partnership Agreement requires the affirmative vote of Limited Partners holding greater than 70% of the aggregate interests held by all Limited Partners to remove the General Partner upon certain conditions being triggered, such as if the General Partner is subject to bankruptcy proceedings, is found by a court of competent jurisdiction to have committed a felony or acted with fraud with respect to the Partnership, enters a plea of nolo contendere with respect to a felony affecting the Partnership or commits an intentional material violation of the Partnership Agreement that is not cured within 30 days of written notice. The Partnership Agreement also requires the presence of the General Partner and Limited Partners holding greater than 70% of the aggregate interests held

by all Limited Partners in order to constitute a quorum in annual meetings of the Partnership. Amendments to the Partnership Agreement must be approved by the General Partner and Limited Partners holding greater than 50% of the aggregate interests held by all Limited Partners. As a result, the General Partner and its affiliates, including DLP and Driftwood Capital and its principals, will not be able to unilaterally approve actions requiring Partner consent and the approval of additional Partners will be required to approve any such actions.

Affiliate Fees and Transactions

The US Partnership will pay a one-time Structuring Fee to DLP equal to 1.0% of the aggregate capital contributions to the US Partnership.

In addition, in consideration for loan servicing activities rendered to the US Partnership and US Investor relating to the US Investor's investment in the Participation Agreements, on the first business day of the month, the US Partnership will pay to DLP, or its affiliate or designee, a monthly Loan Servicing Fee equal to 1.0% per annum, calculated as a percentage of the daily outstanding aggregate principal investment in the Participation Agreements, which fee shall be paid in arrears.

The above fees were not the result of arms'-length negotiations and may result in conflicts of interest, which may not be resolved favorably for the Partnership or its investors. In addition, the payment of these fees will reduce the amount of cash that might otherwise be available for distribution to the Partnership and, in turn, to investors.

In addition to the foregoing, the General Partner will be entitled to performance-based distributions from the US Partnership, as described under "Distributions of Available Cash" in the Investment Summary. Further, the Mezz Lenders may also make, but will not be obligated to make, Protective Advances and will have the right to any and all origination, exit, administration, or other fees now or in the future existing with respect to the Mezz Loans.

Litigation

In the ordinary course of business, the Partnership, the Mezz Lenders, the Mezz Borrowers, the Hotel owners and their respective subsidiaries and other affiliates may be subject to litigation from time to time. Litigation is inherently uncertain and generally requires significant expenses as well as management time and attention. In addition, adverse outcomes in such proceedings may materially adversely affect the financial condition and results of operations of the Partnership, the Mezz Lenders, the Mezz Borrowers, the Hotel owners and their respective subsidiaries and other affiliates.

Financial Projections

The financial projections, forecasts or estimates included in the Investment Summary or elsewhere in the Offering Documents are forward-looking statements and are based on various assumptions and current expectations, estimates, projections, opinions and beliefs of the General Partner or its affiliates. Such statements involve known and unknown risks, uncertainties and other factors, many of which are beyond the control of the General Partner and its affiliates. Actual events are difficult to predict and beyond the control of the General Partner and its affiliates, and may differ

from those assumed. Some important factors which could cause actual results to differ materially from those used in the preparation of projections, forecasts and estimates include, but are not limited to, changes in local or general real estate, market and economic conditions, changes in interest and capitalization rates, the amount of debt incurred with respect to the Hotels and the terms thereof, changes in the hospitality market, changes in competitive factors, such as room rates and amenities, and the occurrence of any other events which may adversely impact the performance of the Hotels, including those described in this Risk Factors Exhibit. Accordingly, there can be no assurance that estimated returns or projections can be realized or that actual returns or results will not be materially lower than estimates. The inaccuracy of certain assumptions, the failure to satisfy certain financial requirements and the occurrence of other unforeseen events could impair the ability of the Hotel owners to realize cash flow, which would negatively impact the Mezz Borrowers ability to repay the Mezz Loan and Senior Loan and, in turn, negatively impact the return to the Partnership and its Limited Partners. Prospective investors should not place undue reliance on any projections or other forward-looking statements.

Lack of Control over Management

The Partnership will be managed under the direction of the General Partner, which is controlled by DLP, which, in turn, is indirectly controlled by Driftwood Capital. Except as may be required by law or under limited circumstances set forth in the Partnership Agreement, investors in the Partnership (other than the General Partner) will have no right to vote upon or approve or consent to any matter relating to the Partnership. Accordingly, an investor in the Partnership must be willing to entrust all aspects of management of the Partnership to the General Partner and, indirectly through the General Partner and DLP, Driftwood Capital and its principals, including Carlos J. Rodriguez, Sr., Carlos J. Rodriguez, Jr., and David Buddemeyer.

See also the risk factor entitled “Lack of Control over Mezz Lender and Borrower” above.

Dependence on Key Personnel; Non-Exclusive Management

The success of the Partnership will depend, in large part, on the efforts and availability of the members of Driftwood Capital’s management team, including Carlos J. Rodriguez, Sr., Carlos J. Rodriguez, Jr., and David Buddemeyer. However, none of such individuals nor any other employee, officer or other affiliate of Driftwood Capital is required to devote any minimum amount of time or level of attention to the affairs of the Partnership or any of its subsidiaries, and it is expected that each of them will devote only so much of his or her time to the affairs of the Partnership and its subsidiaries as in his or her judgment is reasonably required. Accordingly, the Partnership and its subsidiaries may compete with other businesses and entities for the time and attention of the members of Driftwood Capital's management team and the employees, officers and other affiliates of Driftwood Capital. Without limiting the generality of the foregoing, Carlos J. Rodriguez, Sr., Carlos J. Rodriguez, Jr., and David Buddemeyer are and will continue to be engaged in other hotel and real estate activities and investments, throughboth existing relationships and future ventures, and accordingly they may have conflicts of interest from time to time in allocating time, services and functions among the Partnership and its subsidiaries and the other business interests of such individuals. There is no assurance that any such conflicts will be resolved in favor of the Partnership or any of its subsidiaries. In addition, the loss of services of any or all of these individuals could have a material adverse impact on the Partnership and its subsidiaries.

No Investment Advice Provided

Neither Driftwood Advisors, LLC nor any of its affiliates provides or intends to provide any investment advice to any Limited Partner or to the Partnership, the General Partner, or any of their affiliates. Prospective investors, alone or with their representatives, must independently evaluate the merits and economic risks of acquiring and holding the Interests. An investment in the Partnership presents significant risks, including the potential loss of the Limited Partner's entire investment, and Limited Partners are urged to consult with their own tax, legal and other professional advisors before making any investment in the Partnership.

Liability for Return of Distributions

If the US Partnership or the Partnership is unable to meet its obligations, the Partnership and/or its Limited Partners, as the case may be, may, under applicable law, be obligated to return any cash distributions previously received if such distributions are deemed to be wrongful payments to them. In addition, if the US Partnership or the Partnership becomes insolvent, the Partnership and/or its Limited Partners, as the case may be, may be liable, under applicable federal or state bankruptcy laws, to return any cash distributions made during the existence of the US Partnership or the Partnership.

Illiquidity of Interests; Indefinite Term

The Interests represent highly illiquid investments and should only be acquired by investors able to commit their funds for a substantial and indefinite period of time. The Interests have not been, and it is not anticipated that they will be, registered under federal or state securities laws, and the Interests may not be resold unless they are subsequently registered or an exemption from such registration is available. In addition, under the Partnership Agreement, transfers of Interests are generally prohibited without the approval of the General Partner, which may be withheld in the discretion of the General Partner, and the satisfaction of certain other conditions set forth in the Partnership Agreement. Moreover, Limited Partners will not be permitted to withdraw capital from the Partnership or cause the Partnership to redeem any portion of their Interests. In addition, there is no public market for the Interests, and one is not expected to develop. Therefore, an investor may be unable to sell or otherwise dispose of all or any portion of his, her or its Interests, including in the event such investor's personal financial circumstances would make liquidation advisable or desirable. Moreover, even if investors were able to sell some or all of their Interests, they might receive less than the amount of their original investment. As a result of the foregoing and the indefinite term of the Partnership, the purchase of Interests should be considered only as a long-term and illiquid investment and is only suitable for investors who are able to bear the risk of the investment over a substantial and indefinite period of time and can afford a complete loss of their investment.

Conflicts of Interest

The Partnership is subject to various conflicts of interest arising out of its relationship with the General Partner and its affiliates, including DLP and Driftwood Capital and their principals. These conflicts include, among others, those related to time and attention, and the other activities, of DLP, Driftwood Capital and their principals and other affiliates, and the fees and other compensation

payable to, and the other transactions and relationships with the General Partner and its affiliates, including DLP, as described under "Affiliate Fees and Transactions" above.

In addition, the Partnership's contracts are subject to conflicts of interests in connection with the enforcement of such contracts and the assertion of potential causes of action for damages as a result of performance failures or other conduct or inaction.

Any of these conflicts of interest or other conflicts of interest which may arise may not be resolved in a manner favorable to the Partnership or its Limited Partners, and could have a material adverse effecton the Partnership and the financial returns, if any, to investors.

No Financial or Operating History

The Partnership and the US Partnership were both recently formed and do not have any financial or operating history. In addition, past performance, including historical performance of the Mezz Loans and the hotels within their respective portfolios, may not be indicative of future results, whether of such hotels, either or both of the Mezz Loans, or the Partnership.

Exculpation and Indemnification

Certain exculpation and indemnification provisions contained in the Partnership Agreement and the US LPA may limit the rights of action otherwise available to Partnership, the Limited Partners and other parties against any Covered Person absent such limitations.

No Representation of Investors

No separate counsel has been appointed to represent investors in this Offering. Attorneys representing the Partnership, the US Partnership and the General Partner do not represent, and shall not be deemed under applicable codes of professional responsibility to have represented or be representing, any investors in any respect. In preparing the Offering Documents, the Partnership's attorneys relied solely on information provided to them by the Partnership and the General Partner and its affiliates without independent investigation. Accordingly, the Partnership's attorneys do not confirm the accuracy or completeness of the information contained in the Offering Documents and are making no recommendation as to the purchase of Interests. Potential investors should seek a review by their own independent legal counsel of the Offering Documents, including the Subscription Agreement and Partnership Agreement.

No Review by SEC; Valid Private Placement

This document is provided for information purposes only and is not, and under no circumstances is to be construed as, a prospectus, an advertisement or a public offering of any securities in Canada. Since this offering of Interests is intended to be a private offering and is not registered under the Securities Act or any other applicable securities law of the United States, any state or other jurisdiction, the Offering Documents, including the Partnership Agreement and Subscription Agreement, have not had the benefit of review by the SEC or any other commission or similar group. Review by the SEC or state commission(s) customarily results in additional disclosures or some disclosures in a different format or substance than those originally proposed by the issuer. No securities commission or similar authority in Canada has reviewed or in any way passed upon any document provided to investors or the merits of the Interests, and any representation to the contrary

is an offence. Furthermore, no assurance can be given that exemptions from registration based on private offerings will be available, and any challenge to the availability of this exemption may impair the capital of the Partnership and have an adverse effect on the Limited Partners.

Material U.S. Federal Income Tax Matters Relating to an Investment in the Partnership

The following discussion is a general summary of certain significant U.S. federal income tax consequences of an investment in the Partnership. This summary assumes that the Partnership invests solely in the Mezz Loans. This summary does not discuss all of the U.S. federal income tax consequences that may be relevant to a particular Investor or to certain investors subject to special treatment under the U.S. federal income tax laws. This summary does not address any of the state, local or foreign tax consequences to an investor or to the Partnership, including any Canadian federal income tax consequences. Accordingly, prospective investors are urged to consult their tax advisors to determine the U.S. federal, state, local, and foreign income and other tax consequences to them of acquiring, holding, and disposing of Interests.

The following discussion assumes that no Investor is a U.S. person (as defined below). For this purpose, a U.S. person is (i) a citizen or individual resident (as defined in Section 7701(b) of the Internal Revenue Code of 1986, as amended (the "Code")) of the United States (unless, under certain circumstances, such person is not treated as a resident of the United States under an applicable income tax treaty), (ii) a corporation (including any entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, or under the laws of any state thereof (including the District of Columbia), (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if (a) it is subject to the primary supervision of a court within the United States and one or more U.S. persons have authority to control all substantial decisions of the trust or (b) it was in existence on August 20, 1996 and has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

If a partnership (including for this purpose any entity, domestic or foreign, treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of an interest in the Partnership, the U.S. tax treatment of a partner in the partnership generally will depend on the status of the partner and the activities of the partnership. As a general matter, income earned through a foreign or domestic partnership is attributed to its owners. An owner of an interest in the Partnership that is a partnership, and partners in such partnership, should consult their own tax advisors about the U.S. federal income tax consequences of acquiring, holding and disposing of an interest in the Partnership.

The following discussion is based upon the Code, and administrative and judicial interpretations thereof, as of the date hereof, all of which are subject to change (possibly on a retroactive basis). No tax rulings have been or are anticipated to be requested from the Internal Revenue Service (the "IRS") or other taxing authorities with respect to any of the tax matters discussed herein. Accordingly, there can be no assurance that any tax position taken by or in connection with the Partnership will not be successfully challenged by the IRS.

IMPORTANCE OF OBTAINING PROFESSIONAL ADVICE. THE FOLLOWING DISCUSSION DOES NOT CONSTITUTE TAX ADVICE AND IS NOT INTENDED AS A SUBSTITUTE FOR CAREFUL TAX PLANNING, PARTICULARLY SINCE THE INCOME

TAX CONSEQUENCES OF AN INVESTMENT IN THE PARTNERSHIP ARE COMPLEX AND CERTAIN OF THESE CONSEQUENCES WOULD VARY SIGNIFICANTLY WITH THE PARTICULAR SITUATION OF EACH INVESTOR. ACCORDINGLY, INVESTORS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE POSSIBLE FEDERAL, FOREIGN, STATE AND LOCAL TAX CONSEQUENCES OF AN INVESTMENT IN THE PARTNERSHIP.

U.S. Federal Tax Classification. The Partnership will elect to be classified as a foreign corporation for U.S. federal tax purposes.

Effectively Connected Income. If the Partnership were treated as engaged in a trade or business in the United States, it would be subject to U.S. federal corporate income tax, at the rates applicable to U.S. corporations (currently, at the rate of 21%), on its income that is treated as "effectively connected" with the conduct of a trade or business in the United States (referred to as "effectively connected income"). Any such income may also be subject to U.S. state and local income taxes. In addition, the Partnership would be subject to a 30% U.S. branch profits tax in respect of its "dividend equivalent amount," as defined in Section 884 of the Code, attributable to its effectively connected income (generally, the after-tax amount of certain effectively connected income that is not treated as reinvested in the trade or business). If the Partnership were treated as engaged in a trade or business in the United States during any taxable year, it would be required to file a U.S. federal income tax return for that year, regardless of whether it recognized any effectively connected income. If the Partnership did not file U.S. federal income tax returns and were later determined to have been engaged in a trade or business in the United States, it would generally (with certain exceptions) not be entitled to offset its effectively connected income and gains against its effectively connected losses and deductions (and, therefore, would be taxable on its gross, rather than net, effectively connected income). If the Partnership recognizes any effectively connected income, the imposition of U.S. taxes on such income may have a substantial adverse effect on the return to Investors. The General Partner anticipates that the Partnership will not be treated as engaged in a trade or business in the United States and will not derive income that is effectively connected income. However, there can be no assurance that the IRS will not successfully take a contrary position. In particular, there is limited guidance directly addressing whether and when holding participations in debt instruments such as the Mezz Loans that are acquired from the originator of the loans may rise to the level of a trade or business in the United States. Any such income may also be subject to U.S. state and local income taxes. In addition, the Partnership would be subject to a 30% U.S. branch profits tax in respect of its "dividend equivalent amount," as defined in Section 884 of the Code, attributable to its effectively connected income (generally, the after-tax amount of certain effectively connected income that is not treated as reinvested in the trade or business).

U.S. Withholding Tax on Interest Paid by Mezz Borrower. Provided that it does not constitute effectively connected income, any U.S.-source "fixed or determinable annual or periodical" income, such as dividends and interest, paid to, or treated as paid to, the Partnership would generally be subject to U.S. withholding tax at the rate of 30%, subject to certain exceptions. The withholding tax does not apply to interest that qualifies as "portfolio interest." Generally, portfolio interest includes interest on "registered" obligations where (i) the recipient of the interest is not a "10% shareholder" of the borrower, (ii) the interest is not received by a bank on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, (iii) the interest is not treated as "contingent interest," and (iv) the beneficial owner of the

obligation provides the borrower with a certification that it is not a U.S. person. The General Partner anticipates that the Mezz Loans will constitute debt for U.S. federal income tax purposes and that the interest paid to the Partnership with respect to such loans will qualify for the portfolio interest exemption from the withholding tax. However, there can be no assurance that the IRS will not successfully take a contrary position. If a Mezz Loan were treated for U.S. income tax purposes as equity rather than as debt, the interest received by the Partnership may instead be treated as dividends that may be subject to the withholding tax. Furthermore, if a Mezz Loan were respected as debt but the IRS were to successfully argue that the interest paid on the Mezz Loan does not qualify for the portfolio interest exemption, the interest on such loans would be subject to the withholding tax.

Distributions from the Partnership to Investors. An investor should not be subject to U.S. federal income tax on distributions that it receives from the Partnership that are treated as dividends for U.S. federal income tax purposes, unless such dividends are effectively connected with the investor's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the investor maintains a permanent establishment in the United States to which such dividends are attributable).

Sale of Other Disposition of Interests in the Partnership. An investor should not be subject to U.S. federal income tax on any gain realized upon the sale or other disposition of Interests in the Partnership unless the gain is effectively connected with the investor's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the investor maintains a permanent establishment in the United States to which such gain is attributable), or the investor is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met.

FATCA. The Foreign Account Tax Compliance Act ("FATCA") imposes a U.S. withholding tax at a 30% rate on certain "withholdable payments" to U.S. persons who own their Interests through foreign accounts or foreign intermediaries and certain non-U.S. persons if certain disclosure requirements are not satisfied. If payment of withholding taxes is required, the Partnership will not pay to the investors any additional amounts in respect of any amounts withheld. The Partnership intends to comply with the FATCA requirements in order to avoid the imposition of U.S. withholding tax and may, from time to time, (i) require further information and/or documentation from an investor, including any applicable or successor IRS Form W-8, which information and/or documentation may (A) include, but is not limited to, information and/or documentation relating to or concerning the investor, the investor's direct and indirect beneficial owners and/or U.S. account holders, which include certain equity and debt holders, as well as certain account holders that are foreign entities with U.S. owners, (if any), any such person's identity, residence (or jurisdiction of formation) and income tax status, and (B) need to be certified by the investor under penalties of perjury, and (ii) provide or disclose any such information and documentation to the IRS, other governmental agencies of the United States, or to any applicable jurisdiction under the terms of a relevant intergovernmental agreement (including any implementing legislation enacted as a result thereof), and to certain withholding agents.

Possible Loss of Limited Liability. Under the Ontario Limited Partnerships Act and the Partnership Agreement, the General Partner has exclusive authority to manage and control the business and affairs of the Partnership and has unlimited liability for the debts, liabilities and obligations of the Partnership. A limited partner is not liable for the obligations of a limited

partnership except in respect of the value of money and other property he, she or it contributes or agrees to contribute to the partnership as stated in the record of limited partners prepared in accordance with the Ontario Limited Partnerships Act and any undistributed income of the Partnership. Where a Limited Partner has received the return of all or any part of his, her or its capital contribution, he or she is nevertheless liable to the Partnership, or if the Partnership is dissolved, to its creditors, for any amount, not in excess of the amount of the contribution returned with interest, necessary to discharge the liabilities of the Partnership to all creditors who extended credit or whose claim arose before the return of the contribution. In addition, Limited Partners may lose the protection of limited liability if they take part in the control of the business of the Partnership or if the then applicable laws governing the Partnership are not complied with in other respects.

Possible Legislative or Other Actions. The present U.S. federal income tax treatment of the Partnership and an investment in the Partnership may be modified by legislative, judicial or administrative action at any time, and any such action may affect investments previously made. The rules dealing with U.S. federal income taxation are constantly under review by persons involved in the legislative process and by the IRS and the U.S. Treasury Department, resulting in revisions of Treasury regulations and revised interpretations of established concepts as well as statutory changes. Revisions in U.S. federal tax laws and interpretations thereof could adversely affect the tax aspects of an investment in the Partnership.

INVESTORS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES CONTAINED OR REFERRED TO HEREIN OR IN ANY OF THE OTHER OFFERING DOCUMENTS IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY INVESTORS, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON INVESTORS UNDER THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED; (B) ANY SUCH DISCUSSION IS BEING USED IN CONNECTION WITH THE PROMOTION OR MARKETING BY THE PARTNERSHIP OF THE MATTERS DESCRIBED HEREIN; AND (C) INVESTORS CONSIDERING AN INVESTMENT IN THE PARTNERSHIP SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS, AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER THE FEDERAL ESTATE OR GIFT TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR FOREIGN TAXING JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.

DRIFTWOOD GREAT NORTH PARTNERS III, LP

SUBSCRIPTION AGREEMENT

TO: Driftwood Great North Partners III, LP
255 Alhambra Circle, Suite 760
Coral Gables, Florida 33134
Attention: Carlos J. Rodriguez

1. Offering. The undersigned ("Purchaser"), intending to be legally bound, hereby subscribes to purchase from Driftwood Great North Partners III, LP, a recently-formed Ontario limited partnership (the "Partnership"), limited partner interests (the "Interests") in the Partnership in the total amount set forth on the signature page hereof (the "Purchase Price") pursuant to the Partnership's offering of Interests (the "Offering") which is being conducted pursuant to the terms and conditions of this Subscription Agreement (this "Agreement") and the exhibits hereto (collectively with this Agreement, the "Offering Documents"), including, without limitation, the Investment Summary, dated June __, 2023, a copy of which is attached as Exhibit A hereto (the "Investment Summary"), the form of Agreement of Limited Partnership of the Partnership, a copy of which is attached as Exhibit B hereto (the "Partnership Agreement"), the Agreement of Limited Partnership of the US Partnership (as defined below), a copy of which is attached as Exhibit C hereto (the "US LPA"), and the Risk Factors attached as Exhibit D hereto (the "Risk Factors Exhibit"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Investment Summary or, if not included therein, then in the Partnership Agreement.

Investors in this Offering will own 99.99% of the interests in the Partnership. Driftwood Great North GP III, LLC, a Delaware limited liability company (the "General Partner"), is the General Partner of the Partnership and will own a 0.01% general partner interest in the Partnership.

As described in further detail in the Investment Summary, the Partnership and Driftwood Mezzanine Debt Portfolio III LP, a Delaware limited partnership ("US Feeder"), together will hold a 99.99% limited partnership interest in Driftwood Great North Partners US III, LP, a Delaware limited partnership (the "US Partnership"). The General Partner will own a 0.01% general partner interest in, and serve as the general partner of, the US Partnership. The General Partner will also serve as the general partner of the US Feeder.

The US Partnership will be the sole member of Driftwood Great North Investor III, LLC (the "US Investor"), a Delaware limited liability company which has been recently formed to enter into Participation Agreements with respect to two mezzanine loans (the "Mezz Loans") previously made by affiliates of Driftwood Lending Partners, LP, a Delaware limited partnership and affiliate of the General Partner ("DLP"), one of which is in the principal amount of $20,000,000 and is secured by the ownership interests in the entities which own a total of twelve Marriott and Hilton branded properties located in California, Connecticut and New Jersey, and the other of which is in the principal amount of $11,000,000 and is secured by the ownership interests in the entities which own the Shashi Hotel Mountain View, an Urban Resort, located in Mountain View, California, all as described in further detail in the Investment Summary.

The Offering is being made simultaneously with a related offering (the "US Offering") by the US Feeder of limited partner interests in US Feeder to US persons who are accredited investors under applicable US securities laws. The Partnership and US Feeder, in the aggregate, are seeking to raise a total of up to $28,270,000 (the "Maximum Offering Amount") in the Offering and the US Offering, with the relative balance of ownership of the Partnership and US Feeder in the US Partnership being based on the subscriptions to invest in the Partnership or US Feeder, as applicable, accepted in the Offering and the US Offering, respectively.

The Offering is being made during a period (the "Offering Period") commencing on the date of the Investment Summary and ending on December 31, 2023, subject to two 6-month extensions at the discretion of the General Partner (unless the Maximum Offering Amount is earlier raised in full or the Offering is earlier terminated by the General Partner in its sole discretion and without the requirement of consent of or notice to investors).

One or more closings of the Offering may be held during the Offering Period until the Maximum Offering Amount has been raised and accepted or the earlier expiration or termination of the Offering Period. There is no minimum amount that must be raised prior to the initial closing of the Offering.

The minimum subscription per investor is $500,000, unless waived by the General Partner in its sole discretion.

The Investment Summary describes in greater detail certain information related to the Offering, the Interests, the Partnership, the US Partnership, the US Investor, the General Partner and its affiliates, including DLP and Driftwood Capital and its principals, and the Mezz Loans (including the Mezz Loan Agreements, the contemplated Participation Agreements and the hotels in the Mezz Loan portfolios). In addition, the rights, preferences and limitations of the Interests, and the rights and obligations of the undersigned as a Limited Partner of the Partnership if the undersigned's subscription is accepted, are set forth in the Partnership Agreement. The Purchaser acknowledges that it has been urged to, and has had the opportunity to, carefully read in its entirety this Agreement, together with all of its exhibits, including the Investment Summary, the Partnership Agreement, the US LPA and the Risk Factors Exhibit, and to consult with his, her or its own legal, tax and other professional advisors, prior to making an investment decision.

Execution and delivery of this Subscription Agreement constitutes an offer by the undersigned Purchaser to purchase Interests in the Partnership in a total amount equal to the Purchase Price on the terms and conditions specified herein and in the Partnership Agreement. The Purchaser's subscription cannot be withdrawn or revoked by the Purchaser except as permitted by law.

The Purchaser hereby acknowledges that the Interests being offered hereunder have not been registered under the Securities Act of 1933, as amended (the "Act"), and that the Interests are being offered and sold in accordance with exemptions from the registration requirements under the Act, including, without limitation, Rule 506(c) of Regulation D ("Regulation D") promulgated thereunder, as well as applicable state law.

1. Payment. The Purchaser hereby pays the Purchase Price for all Interests subscribed for as set forth on the signature page hereto by check or wire transfer. (Wire instructions will be provided upon request). The Purchase Price, to the extent accepted by the General Partner, will constitute, effective as of the date of acceptance, a capital contribution made by the Purchaser to the Partnership pursuant to the Partnership Agreement.

2. Acceptance or Rejection of Subscriptions. The Purchaser understands and agrees that the General Partner, in its sole and absolute discretion, reserves the right to accept or reject this or any other subscription for Interests, in whole or in part. Neither the Partnership nor the General Partner or any other affiliate of the Partnership shall have any obligation hereunder or under the Partnership Agreement to the Purchaser as a Limited Partner of the Partnership unless and until the Partnership executes and delivers to the Purchaser an executed copy of this Agreement. If this subscription is rejected in whole, all funds received from the Purchaser will be returned without interest or deduction thereon, and this Agreement shall thereafter be of no further force or effect. If this subscription is rejected in part, the funds for the rejected portion of this subscription will be returned without interest thereon or deduction therefrom, and

this Agreement shall continue in full force and effect, and the Purchaser shall be deemed a Limited Partner of the Partnership to the extent this subscription was accepted.

3. Representations and Warranties of Purchaser. The Purchaser hereby represents, warrants and agrees with the Partnership as follows:

a. The Purchaser is purchasing the Interests for the Purchaser's own account for investment purposes only and not with the intent toward the further sale or distribution thereof.

b. The Purchaser is an "accredited investor," as that term is defined in Regulation D. The Purchaser has reviewed the definition of "accredited investor" contained on Schedule I hereto and hereby represents and warrants that the Purchaser understands such definition and has fully and accurately completed such Schedule. The "accredited investor" verification information provided to the Partnership pursuant to the instructions on Schedule I is true, complete and accurate.

c. The Purchaser is not a "U.S. Person" as defined under Rule 902 of Regulation S. Specifically, the Purchaser is not a (i) natural person resident in the United States; (ii) partnership or corporation organized or incorporated under the laws of the United States; (iii) an estate of which any executor or administrator is a U.S. person; (iv) a trust of which any trustee is a U.S. person; (v) an agency or branch of a foreign entity located in the United States; (vi) a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person; (vii) a discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; (viii) a partnership or corporation if (a) organized or incorporated under the laws of any foreign jurisdiction; and (b) formed by a U.S. person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned by accredited investors who are not natural persons, estates or trusts.

d. The Purchaser is not a "Canada resident" for purposes of the Income Tax Act from Canada

e. The Interests have not been registered under the Act and may not be transferred, sold, assigned, hypothecated or otherwise disposed of unless (i) in accordance with the terms and conditions of the Partnership Agreement and (ii) such transaction is the subject of a registration statement, filed with and declared effective by the United States Securities and Exchange Commission (the "SEC"), or unless an exemption from the registration requirements under the Act is available, and (iii) such transaction is registered under applicable securities laws and regulations or is exempt under such laws and regulations. The Purchaser agrees that he, she or it will not attempt to dispose of his, her or its Interests, or any interest therein (in each case, in whole or in part), unless and until such Interests have been validly registered with the SEC, or the General Partner has determined that the intended disposition does not violate the Act or the rules and regulations of the SEC promulgated thereunder. The General Partner may require and rely on an opinion of counsel in making such determination. The Purchaser understands and acknowledges that neither the Partnership or the General Partner (or any other

affiliate of the Partnership) has any obligation to register the Offering or Interests under the Act or any other applicable securities laws, and that neither the Partnership or the General Partner (or any other affiliate of the Partnership) has any intention of doing so.

f. The Purchaser understands that an investment in the Partnership represents a high degree of risk and is suitable only for Persons having a continuing high amount of annual income and a substantial net worth, who can afford to bear such risk indefinitely, and who have no need for liquidity from such investment, and the Purchaser represents that he, she or it satisfies all such suitability requirements. The Purchaser understands that his, her or its investment in the Partnership is subject to various risks, including those described in the Risk Factors Exhibit, and that as a consequence of those risks and other risks which the Partnership may face or otherwise relating to an investment in the Partnership, the Purchaser could lose his, her or its entire investment in the Partnership. The Purchaser represents that he, she or it could bear the loss of his, her or its entire investment and that any such loss will not have a material impact on the Purchaser's ability to provide for his, her or its current and anticipated financial and lifestyle needs. The Purchaser has read and understands the Offering Documents, including this Agreement, the Investment Summary, the Partnership Agreement, the US LPA and the Risk Factors Exhibit, accepts the risks included in the Risk Factors Exhibit and elsewhere in the Offering Documents knowingly and willingly, and understands that there may be additional risks relating to an investment in the Partnership. The Purchaser further acknowledges that no investment advice has or will be provided by any affiliate of the Partnership or the General Partner or any representative thereof with respect to an investment in the Partnership, and the Purchaser has been recommended to seek independent professional legal, tax and financial advice in order to analyze the risks and merits of an investment in the Partnership. The Purchaser also specifically acknowledges that the financial projections and targeted returns included as part of the Investment Summary are not guaranteed, and that there is no assurance that the Partnership will be profitable or that the Purchaser will receive any return on or of his, her or its investment.

g. The Purchaser understands that no trading market for the Interests currently exists or is likely to exist at any time in the future, and that the Purchaser must bear the economic risk of his, her or its investment in the Partnership for an indefinite period of time.

h. The Purchaser's overall commitment to investments that are not readily marketable is not disproportionate to his, her or its individual net worth, and the undersigned's investment in the Partnership will not cause his, her or its overall commitment to those types of illiquid investments to become excessive.

i. The Purchaser acknowledges that the General Partner and/or its affiliates will receive fees and distributions from the Partnership and its subsidiaries, including the US Partnership, and are, or may become, parties to transactions and relationships with the Partnership and its subsidiaries, including the US Partnership, in each case, as more particularly described in the Investment Summary and in the Partnership Agreement and the US LPA.

j. The Purchaser is aware that the Partnership is a recently-formed entity with financial or operating history. The Purchaser is also aware that historical results and performance, including historical results and performance of (i) the Mezz Loans and the hotels within their portfolios and (ii) other investments made by DLP and Driftwood Capital and its principals and other affiliates, cannot be relied on as an indicator of future performance or success of the Partnership.

k. The Purchaser acknowledges that no one affiliated with the General Partner or the Partnership or any representative thereof recommended the purchase of the Interests to the Purchaser and that the Purchaser made its own decision to purchase the Interests. The Purchaser has the sophistication, knowledge and acumen necessary to adequately evaluate an investment in the Partnership and understands completely the terms, conditions, and risks associated with his, her or its investment in the Partnership. The Purchaser reads and understands English. The Purchaser has received and reviewed this Agreement and the exhibits and documents referred to herein.

l. The Purchaser understands that no governmental agency has passed on or made any recommendation or endorsement of the Offering Documents or the purchase of the Interests hereunder.

m. The Purchaser has been furnished any and all materials relating to the Partnership, the Offering, the Interests, the US Partnership, the US Investor, the General Partner and its affiliates, including DLP and Driftwood Capital and its principals, the Mezz Loans (including the Mezz Loan Agreements, the contemplated Participation Agreements and the hotels in the Mezz Loan portfolios), transactions and relationships between the Partnership and its subsidiaries, on the one hand, and the General Partner and its affiliates, including DLP and Driftwood Capital, on the other hand, and any other matter set forth in the Offering Documents which the Purchaser has requested, and the Purchaser has been afforded the opportunity to obtain any additional information with respect thereto. The Partnership has made available to the Purchaser, at a reasonable time prior to the Purchaser's decision to subscribe to purchase the Interests, the opportunity to ask questions and receive answers concerning all of the items and matters set forth above, and to obtain any additional information which the Partnership possesses or can acquire without unreasonable effort or expense. All such questions asked by the Purchaser have been answered to the full satisfaction of the Purchaser.

n. In making an investment decision, the Purchaser has relied only on the information contained in the Offering Documents and the information furnished or made available to the Purchaser by the Partnership or its representatives, as described above. Any and all preliminary offering memoranda and other preliminary documents are superseded in all respects by the Offering Documents. Except as set forth in this Agreement, no representations or warranties have been made to the Purchaser by or on behalf of the Partnership or any of its affiliates, including the General Partner, or any of their respective representatives. The Purchaser has not relied upon any information concerning the Offering, written or oral, other than that contained in the Offering Documents or provided in writing by the Partnership at the Purchaser's request as described above. In addition, the Purchaser has been represented by such legal and tax counsel and others selected by the Purchaser as Purchaser has found necessary to consult concerning an investment in the

Partnership, and to review and evaluate the tax, economic and other ramifications of an investment in the Partnership. No representation, warranty or advice of any kind is made by the Partnership or any of its affiliates, including the General Partner, or any of their respective representatives with respect to any consequences relating to an investment in the Partnership.

o. The Purchaser, if a corporation, limited partnership, partnership, limited liability company, trust or other form of business entity, is authorized and otherwise duly qualified to purchase and hold the Interests; such entity has its principal place of business as set forth on the signature page hereof and such entity has not been formed for the specific purpose of acquiring the Interests unless the Purchaser is an entity of which all of its equity owners are "accredited investors" and have completed and submitted to the Partnership its own "accredited investor" verification.

p. The Purchaser, if an individual, is a bona fide resident of the jurisdiction shown on the signature page.

q. The Purchaser understands that the Interests have not been registered under the Act and that the issuance of the Interests is being effectuated pursuant to an exemption from the registration requirements under the Act, and that reliance on such exemption is based, in part, upon the information being supplied hereunder or herewith by the Purchaser. In connection therewith, the Purchaser represents and warrants that all information provided by or on behalf of the Purchaser, including, without limitation, the representations and warranties contained herein and the "accredited investor" verification information, is true, complete and correct, and the Purchaser consents to the reliance on all such information by the Partnership and its affiliates, including the General Partner.

r. If the Purchaser is an entity which may beneficially own 10% or more of the outstanding Interests, the Purchaser is not an "investment company" as defined in the Investment Company Act of 1940, as amended (the "Investment Company Act"), and the Purchaser itself is not relying on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act as an exemption from classification as an Investment Company.

s. If the Purchaser is an entity which may beneficially own 25% or more of the outstanding Interests, the Purchaser is not a Benefit Plan Investor (as that term is used under the Federal Regulation 29 CFR Section 2510.3-101 *et seq.*).

t. The Purchaser acknowledges that due to anti-terrorism and anti-money laundering regulations, the Partnership and its affiliates, including the General Partner, and/or any administrator acting on behalf of the Partnership may require further documentation verifying the Purchaser's identity and the source of funds used to purchase the Interests subscribed for hereby before this Agreement can be processed or accepted. To comply with applicable Canadian and U.S. legislation and regulations, including, but not limited to, the International Anti-Money Laundering and Financial Anti-Terrorism Abatement Act of 2001 (Title III of the USA PATRIOT Act), the Purchaser agrees that all payments by the Purchaser to the Partnership and all distributions to the Purchaser from the Partnership will only be made in the Purchaser's name and to and from a bank account of a 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. The Purchaser further agrees to provide the Partnership at any time with such information or certification as the Partnership determines to be necessary or appropriate to verify compliance with the anti-terrorism and anti-money laundering regulations of any applicable jurisdiction or to respond to requests for information concerning the identity of the Purchaser or any person directly or indirectly controlling or owning an interest in the Purchaser from any governmental authority, self-regulatory organization or financial institution in connection with the Partnership's compliance procedures with respect to anti-terrorism and anti-money laundering regulations and to update such information as necessary. Such information may include, but not be limited to, the name, address, telephone number, and date of birth. Identity may be verified using a current valid passport or other such current valid government-issued identification (e.g., a driver's license). The Partnership intends to maintain records of information used for verification of identity. In addition, the Purchaser certifies that neither the Purchaser nor any Person directly or indirectly controlling or owning any interest in the Purchaser is identified as a specially designated national or blocked person, or is affiliated with any such 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. The Purchaser understands that any information provided to the Partnership may be disclosed to the United States Government and the Government of Canada[1] by the Partnership or the General Partner on behalf of the Partnership.

u. If the Purchaser is an entity, the name, date of birth, country of residence and percentage of beneficial ownership of each beneficial owner of an interest in the Purchaser are set forth on the signature page hereto. Each such beneficial owner's interest in the Purchaser is held for his or her own account, and no beneficial owner holds an interest in the Purchaser on behalf of any other individual or entity.

v. The Purchaser understands that the Partnership will use a third party service selected by the General Partner or its affiliate for its online reporting to investors and that the Purchaser's name, and other personal data about the Purchaser, as well as information about the Purchaser's investment in the Partnership, will be uploaded to this third party online service. While the Partnership intends to take reasonable steps to mitigate risk of a security breach, the Purchaser understands that the Partnership cannot guaranty that there will not be a data security breach involving this third party online service or the Partnership's owns computer systems, and neither the Partnership nor any of its affiliates, including the General Partner, shall be liable for any breach involving this third party online service or any action or inaction by the third party service.

w. In addition to the representations and warranties contained herein, the Purchaser, to the extent this subscription is accepted, in whole or in part, also makes to the

[1] See https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/current-actuelles.aspx?lang=eng

Partnership and the other Partners the representations, warranties and agreements set forth in the Partnership Agreement.

x. The Purchaser is aware and agrees that neither Driftwood Advisors, LLC nor any of its affiliates provides or intends to provide any investment advice to the Partnership, the General Partner, or any of their affiliates, or to the Purchaser.

4. Indemnification. The Purchaser acknowledges that he, she or it understands the meaning and legal consequences of the representations and warranties made by the Purchaser herein and in the Partnership Agreement, and the Purchaser hereby agrees to indemnify and hold harmless the Partnership, the General Partner, each other Partner of the Partnership, each of their respective affiliates, and the officers, directors, managers, members, partners, shareholders, employees, agents and representatives (including professional advisors) of each of the foregoing, in each case, from and against any and all claims, losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) due to or arising out of a breach of any representation or warranty made by the Purchaser herein or in the Partnership Agreement.

5. Transferability. This Agreement (including any rights or obligations hereunder) is not transferable or assignable by the Purchaser, in whole or in part, without the prior written consent of the General Partner, which may be withheld in the General Partner's sole discretion, and any such transfer or purported transfer without such consent shall be void ab initio.

6. Joint and Several. If the Purchaser is more than one Person, the obligations of the Purchaser shall be joint and several and the representations and warranties herein contained shall be deemed to be made by, and be binding upon, each such Person and his, her or its heirs, personal representatives, executors, administrators, successors and assigns.

7. Governing Law. This Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Florida, without application of the principles of conflicts of laws.

8. Amendment. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is evidenced by a written instrument, executed by the party against which such modification, waiver, amendment, discharge or change is sought; provided, however, that, for the avoidance of doubt, neither the foregoing nor anything to the contrary contained herein shall be deemed to impair the General Partner's right and discretion to accept or reject this subscription, in whole or in part.

9. Entire Agreement. This Agreement, together with the exhibits hereto, including the Partnership Agreement (if this Agreement is accepted in whole or in part), contain all of the understandings, agreements, representations and warranties of the parties hereto with respect to the subject matter hereof. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect.

10. Severability. The invalidity, illegality or unenforceability of any provision or provisions of this Agreement will not affect any other provision of this Agreement, which will remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any portion thereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

11. Enforcement; Waiver of Jury Trial. Should it become necessary for any party to institute legal action to enforce the terms and conditions of this Agreement, the successful party will be awarded

reasonable attorneys' fees at all trial and appellate levels, expenses and costs. Any suit, action or proceeding with respect to this Agreement shall be brought in Circuit Court in Miami-Dade County, Florida or the United States Federal District Court for the Southern District of Florida located in Miami-Dade County. The parties hereto hereby accept the exclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding and acknowledge that venue is proper in such courts. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION, CLAIM, DEMAND, PROCEEDING OR COUNTERCLAIM ARISING FROM, INCIDENT TO OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

12. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, personal representatives, estate, heirs and legatees.

13. Captions. The captions in this Agreement are for convenience and reference purposes only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provisions hereof.

14. Number and Gender. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties, or their personal representatives may reasonably require.

15. Further Assurances. The Purchaser agrees to execute, acknowledge, and deliver any and all documentation as may be reasonably required from time to time to effect the intent and purpose of this Agreement.

16. **NASAA. In making an investment decision, investors must rely on their own examination of the person or entity creating the securities and the terms of this offering, including the merits and risks involved. These securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of these offering documents. Any representation to the contrary is a criminal offense. These securities are subject to restrictions on their transferability and resale and may not be transferred or resold except as permitted under the Act and the applicable state securities laws pursuant to registration or exemption therefrom. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.**

17. Exhibits. The Purchaser has reviewed all of the exhibits attached hereto, including the Investment Summary (Exhibit A), the Partnership Agreement (Exhibit B), the US LPA (Exhibit C) and the Risk Factors Exhibit (Exhibit D).

18. Confidentiality. The Purchaser acknowledges and agrees that any information, documents or data that the Purchaser or the Purchaser's representatives, if any, have acquired from or about the Partnership, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by applicable law or for the performance by the Purchaser of this Agreement, or use to the detriment of the Partnership or for the benefit of any other Person, or misuse in any way, any confidential information of the Partnership.

19. Signature Page; Joinder to Partnership Agreement. The signatures on this Agreement are contained on the applicable Signature Page attached hereto. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email or other form of electronic transmission shall be deemed to have the same legal effect as a delivery of an original signed copy.

In addition, if and to the extent the Purchaser's subscription is accepted, the Purchaser hereby agrees to be admitted as a Limited Partner of the Partnership, accepts and adopts each and every provision of the Partnership Agreement (as it may be amended and/or amended and restated from time to time in accordance with the terms thereof), and agrees to be bound and governed thereby, and agrees that the signature page to this Agreement may serve as a counterpart signature page and joinder to the Partnership Agreement and may be attached to the Partnership Agreement as evidence thereof.

See attached schedule and exhibits:

Schedule I	—	Investor Suitability Standards/Verification of Accredited Investor Status
Exhibit A	—	Investment Summary
Exhibit B	—	Partnership Agreement
Exhibit C	—	US LPA
Exhibit D	—	Risk Factors

DRIFTWOOD GREAT NORTH PARTNERS III, LP
INDIVIDUAL SIGNATURE PAGE

The undersigned's signature on this Individual Signature Page evidences (i) your agreement to be bound by the foregoing Agreement and (ii) if this subscription is accepted, in whole or in part, your execution and delivery of an agreement to be bound by the Partnership Agreement as a Limited Partner of the Partnership in accordance with the accepted subscription.

If you are purchasing Interests with your spouse, you must both sign the Signature Page.

The undersigned represents that (a) he/she has read and understands this Agreement, including all of its exhibits, and (b) he/she will immediately notify the Partnership in writing if any material change in any of the information contained in this Agreement or delivered in connection herewith occurs before the acceptance of his/her subscription.

_____ _____
Purchase Price (Subscription Amount) **Date**

_____
Signature

—
_____ _____
Address **Name (Please Type or Print)**

_____
Address (continued)

_____
Address (continued)

_____
Signature of Spouse if Co-Owner

_____ _____
(Telephone Number) **Name of Spouse if Co-Owner (Please Type or Print)**

_____
(E-Mail Address)

_____
Name of Finder (if applicable)

Check one if more than one subscriber:

_____ **Tenants In Common** (each owns one-half; or describe other terms of tenancy _____)

_____ **Joint Tenants With Rights of Survivorship** (survivor upon death gets all - except if married see below)

_____ **Tenants By the Entireties** (survivor between husband and wife gets all)

Accepted and Agreed to:

Driftwood Great North Partners III, LP

By: Driftwood Great North GP III, LLC
its General Partner

By: _____
Name: _____
Title: _____

Date of Acceptance: _____

Amount of Subscription Accepted (if other than the total Purchase Price/Subscription Amount subscribed for):

$_____

[Counterpart Signature Page to Driftwood GNP III, LP Individual Signature Page]

DRIFTWOOD GREAT NORTH PARTNERS III, LP
SPECIAL EXECUTION PAGE FOR SUBSCRIPTION BY AN ENTITY
(Not applicable to subscriptions by individuals)

The undersigned's signature on this Special Execution Page evidences (i) its agreement to be bound by the foregoing Agreement and (ii) if this subscription is accepted, in whole or in part, its execution and delivery of an agreement to be bound by the Partnership Agreement as a Limited Partner of the Partnership in accordance with the accepted subscription.

The undersigned represents that (a) it has read and understands this Agreement, including all of its exhibits, and (b) it will immediately notify the Partnership in writing if any material change in any of the information contained in this Agreement or delivered in connection herewith occurs before the acceptance of its subscription.

_____
Purchase Price (Subscription Amount)

_____
Date

Name of Purchaser Entity exactly as you wish it to appear on the Partnership Records (Please type or print):

_____
Address

_____
Name of Entity

_____
Address (continued)

_____
Name of Entity (continued)

_____
Address (continued)

_____
Name of Entity (continued)

_____
(Telephone Number)

_____
(E-Mail Address)

_____
Name of Finder (if applicable)

The beneficial owner(s) of Purchaser Entity is/are (insert names of all beneficial owners):

Name of Beneficial Owner	Date of Birth	Country of Residence	% of Beneficial Ownership (Must total 100%. If not, explain.)

_____ **TRUST** (Attach copy of trust agreement)

_____ **CORPORATION** (Attach certified corporate resolution authorizing signature and a copy of the articles of incorporation)

_____ **LIMITED LIABILITY COMPANY** (Attach copy of the operating agreement, articles/certificate of formation and any authorizing resolutions)

_____ **PARTNERSHIP** (Attach copy of partnership agreement and, as applicable, a copy of formation document)

_____ **LIMITED PARTNERSHIP** (Attached copy of certificate of limited partnership, limited partnership agreement and any authorizing resolutions)

_____ **OTHER ENTITY** (Attach copy of authority to sign on behalf of entity and a copy of organization documents)

[Signature page follows]

The undersigned trustee, partner, manager, member or officer certifies that he or she has full power and authority from the beneficiaries, partners, members, managers, limited partners or directors of the entity named below to execute this Agreement on behalf of the entity and to make the representations and warranties made herein and in the Partnership Agreement on behalf of such entity and that the investment in the Partnership has been affirmatively authorized by the governing board of the entity and is not prohibited by the entity's governing documents.

_____
(Print Name of Entity)
By: _____
Name: _____
Title: _____

Accepted and Agreed to:

Driftwood Great North Partners III, LP

By: Driftwood Great North GP III, LLC
its General Partner

By: _____
Name: _____
Title: _____

Date of Acceptance: _____

Amount of Subscription Accepted (if other than the total Purchase Price/Subscription Amount subscribed for):

$_____

SCHEDULE I

INVESTOR SUITABILITY STANDARDS

Each investor in the Offering must be an "accredited investor" under Regulation D. In order to qualify as an "accredited investor," an investor must meet one of the accredited investor qualifications set forth below. The Purchaser hereby certifies that he, she or it qualifies as an "accredited investor" because the Purchaser is: (please place a mark next to applicable item)

(1) [ ] An individual having a net worth, or jointly with spouse or spousal equivalent, at the time of purchase of in excess of $1,000,000 (determined by subtracting total liabilities from total assets; but excluding the value of such person's primary residence and excluding the related amount of any mortgage or other indebtedness secured by such person's primary residence up to its fair market value, provided that any mortgage or other indebtedness secured by such person's primary residence in excess of the value of such residence must be considered a liability and deducted from such person's net worth, and provided further that if the amount of debt secured by such person's primary residence has increased in the 60 days preceding the sale of securities to such person (other than in connection with the acquisition of the primary residence), then the amount of that increase is included as a liability in the net worth calculation, even if the estimated value of the residence is greater than the amount of debt secured by it).

(2) [ ] An individual whose individual aggregate gross income for federal income tax purposes was in excess of $200,000 in each of the two most recent years, or whose joint income with spouse or spousal equivalent was in excess of $300,000 in each of those years, and who reasonably expects his individual (or joint) income to reach such level(s) in the current year.

(3) [ ] An individual person who holds one of the following licenses in good standing: General Securities Representative license (Series 7), the Private Securities Representative license (Series 82), or the Investment Adviser Representative license (Series 65).

(4) [ ] Any individual who is a "knowledgeable employee" as defined in Rule 3c5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in Section 3 of such act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such act.

(5) [ ] A corporation, partnership, limited liability company, Massachusetts or similar business trust, or organization described in Section 501(c)(3) of the Internal Revenue Code (tax-exempt organization), not formed for the specific purpose of acquiring the Interests, having total assets in excess of $5,000,000.

(6) [ ] A bank, savings and loan association or other similar institution (as defined in Sections 3(a)(2) and (3)(5)(A) of the Act).

(7) [ ] An insurance company (as defined in Section 2(a)(13) of the Act).

(8) [ ] An investment company registered under the Investment Company Act of 1940.

(9) [ ] A business development company (as defined in Section 2(a)(48) of the Investment Company Act of 1940).

(10) [ ] A Small Business Investment Company licensed by the U.S. Small Business Administration under Sections 301(c) or (d) of the Small Business Investment Act of 1958.

(11) [ ] A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.

(12) [ ] Any investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state.

(13) [ ] Any investment adviser relying on the exemption from registering with the Commission under Section 203(l) or (m) of the Investment Advisers Act of 1940.

(14) [ ] Any Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act.

(15) [ ] A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, which plan has total assets in excess of $5,000,000.

(16) [ ] An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a "Plan Fiduciary", as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company or registered investment adviser.

(17) [ ] An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 having total assets in excess of $5,000,000.

(18) [ ] A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

(19) [ ] Any entity, of a type not listed in the paragraphs above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000.

(20) [ ] Any "family office," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940: (i) with assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

(21) [ ] Any "family client," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements set forth in the immediately preceding paragraph above and whose prospective investment in the issuer is directed by such family office pursuant to (iii) in clause (20) above.

(22) [ ] A director or executive officer of the General Partner.

(23) [ ] A trust, with total assets in excess of U.S. $5,000,000, not formed for the specific purpose of acquiring the Interests, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).

(24) [ ] An entity in which all of the equity owners are "accredited investors".

VERIFICATION OF ACCREDITED INVESTOR STATUS

Each Purchaser must verify their accredited investor status by providing the General Partner with the information described in one of the following three subsections below or by providing the General Partner with alternative information the sufficiency of which will be determined by the General Partner in its sole discretion. In any event, each Purchaser must provide the General Partner with any additional information it may request from the Purchaser in order to verify Purchaser's status as an accredited investor.

☐ If the Purchaser is claiming accredited investor status on the basis of income, pursuant to the test on Schedule I, the Purchaser may provide the General Partner with the following: (1) any Internal Revenue Service form that reports the Purchaser's income for the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065 and Form 1040) and (2) a written representation from the Purchaser that he or she has a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year (if the Purchaser qualifies for accredited investor status based on a joint income test with his or her spouse, representations and documents from both parties are required).

☐ If the Purchaser is claiming accredited investor status on the basis of net worth, pursuant to the test on Schedule I, the Purchaser may provide the General Partner with the following:

(1) With respect to assets: Bank statements, brokerage statements or other statements of securities holdings, certificates of deposit, tax assessments, and appraisal reports issued by independent third parties, all dated within the prior three months, as well as a written representation from the Purchaser that all liabilities necessary to make a determination of net worth have been disclosed (if the Purchaser qualifies for accredited investor status based on a joint net worth test with his or her spouse, representations and documents from both parties are required); and

(2) With respect to liabilities: A consumer report from at least one of the nationwide consumer reporting agencies, dated within the prior three months, as well as a written representation from the Purchaser that all liabilities necessary to make a determination of net worth have been disclosed (if the Purchaser qualifies for accredited investor status based on a joint net worth test with his or her spouse, representations and documents from both parties are required).

☐ The Purchaser may, alternatively, provide the General Partner with a written confirmation from one of the following persons or entities that such person or entity has taken reasonable steps to verify that the Purchaser is an accredited investor within the prior three months and has determined that such Purchaser is an accredited investor:

(1) A registered broker-dealer;

(2) An investor advisor registered with the Securities and Exchange Commission;

(3) A licensed attorney who is in good standing under the laws of the jurisdiction in which he or she is admitted to practice law; or

(4) A certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office.

EXHIBIT A

INVESTMENT SUMMARY

EXHIBIT B

PARTNERSHIP AGREEMENT

EXHIBIT C

US LPA

EXHIBIT D

RISK FACTORS

DRIFTWOOD GREAT NORTH PARTNERS III, LP
AN ONTARIO LIMITED PARTNERSHIP

AGREEMENT OF LIMITED PARTNERSHIP

June 14, 2023

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AGREEMENT OF LIMITED PARTNERSHIP OF
DRIFTWOOD GREAT NORTH PARTNERS III, LP

THIS AGREEMENT OF LIMITED PARTNERSHIP OF DRIFTWOOD GREAT NORTH PARTNERS III, LP, an Ontario limited partnership (the "*Partnership*"), is made and entered into effective as of June 14, 2023 (the "*Effective Date*"), by and among Driftwood Great North GP III, LLC, a Delaware limited liability company (the "*General Partner*"), as the General Partner, and those other persons and entities whose names and addresses appear on Schedule A hereto (as it may be amended from time to time), as the Limited Partners.

RECITALS

WHEREAS, the Partnership was registered on June 14, 2023 as a limited partnership pursuant to the provisions of the Limited Partnerships Act, R.S.O. 1990, c. L.16 (as revised and amended from time to time, and any successor to such law, the "*Act*") by filing a declaration of limited partnership under the Act (the "*Declaration*");

WHEREAS, the Limited Partners of the Partnership are those persons or entities listed as Limited Partners on Schedule A hereto as of the Effective Date; and

WHEREAS, the Partners desire to enter into this Agreement in order to set forth the terms and conditions of the business and affairs of the Partnership to determine and set forth the rights and obligations of the General Partner and the Limited Partners.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and intending to be legally bound hereby, the General Partner and the Limited Partners hereby agree that this Agreement be the sole and exclusive agreement of limited partnership of the Partnership, which shall be as follows:

ARTICLE I

GENERAL PROVISIONS

1.1 Definitions. Terms not otherwise defined in this Agreement shall have the meanings ascribed to them in Article XII.

1.2 Formation; Filing of Declaration; Foreign Qualification. The parties hereby acknowledge that the Partnership was formed on the effective date of filing of the Declaration and shall continue as a limited partnership pursuant to the terms hereof and subject to the Act. The General Partner shall file, record and publish such certificates and other documents as may be necessary and appropriate to comply with the requirements for the operation of a limited partnership under the Act. If the business of the Partnership is carried on or conducted in other jurisdictions, then the parties agree that the Partnership shall exist or shall be qualified under the

laws of each such additional jurisdiction, and they severally hereby authorize the General Partner to execute on their behalf and/or on behalf of the Partnership such other and further documents as may be necessary or appropriate to permit the General Partner to qualify the Partnership, or otherwise comply with requirements for the formation and organization of a limited partnership, in all such jurisdictions.

1.3 Name and Offices. The name of the Partnership is "Driftwood Great North Partners III, LP."

Its principal place of business in Ontario shall be located at 181 Bay St., Ste 1800, Toronto, Ontario M5J2T9, or at such other address as the General Partner may determine.

The business of the Partnership shall be conducted under the name listed above or under such variations of this name as the General Partner deems appropriate to comply with the laws of any jurisdiction in which the Partnership conducts business. The General Partner shall execute and file in the proper offices such certificates as may be required by any fictitious name statute, assumed name act or similar law in effect in the counties and other governmental jurisdictions in which the Partnership may conduct business.

1.4 Purposes; Powers. The purpose and objective of the Partnership is to:

(i) acquire, own and deal with the limited partner interests of Driftwood Great North Partners US III, LP, a Delaware limited partnership organized by the Partnership and the General Partner for the purpose of directly or indirectly entering into participation agreements with respect to mezzanine debt instruments (each, individually, an "*Investment*", and, collectively, the "*Investments*");

(ii) be a limited partner of the limited partnerships which are the subject of the Investments and take any and all actions incidental thereto; and

(iii) to engage in such activities as the General Partner deems necessary, advisable, convenient or incidental to the foregoing purpose and objective of the Partnership or other purposes or objectives of the Partnership authorized hereby, or to the maintenance and administration of the Partnership.

The Partnership shall have all powers of a limited partnership under the Act and the power and authority to do all things necessary or convenient to accomplish its purposes and objectives as described in this Section 1.4 and otherwise in accordance with the terms of this Agreement.

1.5 Term. The term of the Partnership (the "*Term*") commenced on the Effective Date and shall continue until the dissolution of the Partnership in accordance with Article IX. The existence of the Partnership shall continue until cancellation of the Declaration in the manner required by the Act.

1.6 Fiscal Year. The fiscal year of the Partnership shall end on the 31st day of December in each year (the "*Fiscal Year*"). Except as otherwise required by Applicable Law, the Partnership shall have the same Fiscal Year for financial, partnership accounting and tax purposes.

1.7 Expenses. Except as expressly set forth to the contrary herein, (i) all Partnership Expenses shall be paid by the Partnership, (ii) to the extent that the General Partner or any of its Affiliates, including, without limitation, Driftwood Capital, pays any Partnership Expenses on behalf of the Partnership, the Partnership shall reimburse such Person upon request, and (iii) the General Partner will endeavor to cause all Partnership Expenses to be billed directly to and paid by the Partnership.

1.8 Register. The General Partner shall maintain at the principal place of business of the Partnership in Ontario a record of the name, address and amount of the Capital Contributions of, and Units held by, each Partner and such other information as the General Partner may deem necessary or desirable or as may be required by Applicable Law (the "*Register*"). The Register shall not be part of this Agreement. The General Partner shall from time to time update the Register as necessary to accurately reflect the information therein. Any reference in this Agreement to the Register shall be deemed a reference to the Register as in effect from time to time. Subject to the terms of this Agreement, the General Partner may take any action authorized hereunder in respect of the Register without any need to obtain the consent of any other Partner. No action of any Limited Partner shall be required to amend or update the Register. Subject to Section 11.12 and the Act, the General Partner shall deliver a copy of the Register to each Partner that submits a written request therefor to the General Partner for any purpose reasonably related to such Limited Partner's interest as a limited partner of the Partnership.

1.9 Borrowing and Guarantees. The General Partner may not without the approval of a Super Majority in Interest of the Limited Partners cause the Partnership to (i) borrow money or (ii) provide guarantees, including guarantees for indebtedness.

ARTICLE II

THE GENERAL PARTNER

2.1 Management of the Partnership; Powers of the General Partner. The management, control and operation of the Partnership shall be vested exclusively in the General Partner (acting directly or through its duly appointed agents), which is hereby authorized and empowered on behalf and in the name of the Partnership, but subject to the other provisions of this Agreement, to carry out the Business of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary, advisable, convenient or incidental to the Business of the Partnership. In addition to the rights, powers and authority granted elsewhere in this Agreement and by Applicable Law, the General Partner will have the right, power and authority to obligate and bind the Partnership and, on behalf of and in the name of the Partnership, to take any action of any kind and to do anything it deems necessary or advisable in pursuit of the Business of the Partnership. Except as expressly set forth herein, the General Partner's execution and delivery of any contract or instrument as general partner for and on behalf of the Partnership, or its taking of any action, will be sufficient to bind the Partnership, and will not require the consent of any other Partners.

2.2 Authority as to Third Parties. No third-party dealing with the Partnership shall be required to investigate the authority of the General Partner, including, without limitation,

authority to make any commitment or undertaking on behalf of the Partnership or to determine any fact or circumstance bearing upon the existence of the General Partner's authority, or secure the approval or confirmation by any Limited Partner of any act of the General Partner in connection with the Business of the Partnership. No purchaser of any property or interest owned by the Partnership shall be required to determine the right to sell or the authority of the General Partner to sign and deliver any instrument of transfer on behalf of the Partnership or to see to the application or distribution of revenues or proceeds paid or credited in connection therewith. Notwithstanding anything set forth in this Article II, the rights, powers and duties of the General Partner are subject to all of the restrictions thereon set forth in this Agreement.

2.3 Administration by Driftwood Capital; One-Time Structuring Fee. In consideration for the provision of certain administrative services, including, but not limited to, monitoring and reporting on Partnership activities and the Investments, organizing and leading the transactions related to the purpose of the Partnership and preparation and delivery of tax documentation to the Partners, the Partnership shall pay a one-time structuring fee to Driftwood Capital, LLC, an affiliate of the General Partner, equal to 1.0% of the Capital Contributions.

2.4 Limitations on General Partner's Authority. The General Partner shall observe the following policies in connection with the Partnership's operations:

(i) The funds of the Partnership shall not be commingled with the funds of any other Person.

(ii) The General Partner shall not (i) do any act in contravention of this Agreement, (ii) do any act which would make it impossible to carry on the ordinary business of the Partnership, or (iii) admit a Person as a Limited Partner except as provided in this Agreement.

2.5 [Intentionally Omitted.]

2.6 Other Potential Conflicts of Interest. The Partnership shall not, without the approval of a Super Majority in Interest of the Limited Partners, engage or cause a subsidiary to engage in any transaction with, or to pay any fee to, the General Partner or any of its Affiliates (other than the Partnership or its subsidiaries) other than the transactions and fees described herein. Each Limited Partner acknowledges and agrees that, provided the approval of a Super Majority in Interest of the Limited Partners is obtained in accordance with the preceding sentence (or the other procedures set forth in any other applicable provisions of this Agreement are complied with), none of the General Partner or any of its Affiliates, nor any other Person, shall have any liability to the Partnership or any Partner for any actions in respect of a conflict of interest, and such actions shall not, in any case or in the aggregate, be deemed a breach of this Agreement or of any duty or obligation of such Person at law, in equity or otherwise. Each Limited Partner further acknowledges that, although compliance with the terms hereof shall be required, there is no assurance that any conflicts of interest will be resolved in favor of the Partnership.

2.7 Nonexclusive Duties. The General Partner shall devote such time, effort and skill as, in its sole discretion, it determines may be reasonably required for the conduct of the Partnership's operations and affairs, which may be less than full time. The Limited Partners recognize and agree that, subject to the limitations expressly set forth herein, (i) the General

Partner's involvement with the Partnership is not exclusive and that the General Partner and its Affiliates, or any one of them, may perform similar duties for other entities in other businesses, including real estate and hospitality businesses, some or all of which may compete with the Partnership, (ii) the General Partner and its Affiliates, or any of them, shall be entitled to engage in any other transactions and possess interests in any other business ventures of any nature or description, including, without limitation, those in which the Partnership could engage but the General Partner reasonably determines are not suitable for the Partnership, independently or with others, whether existing as of the date hereof or hereafter coming into existence, and neither the Partnership nor the Limited Partners shall have any rights in or to any such independent ventures or the income or profits derived therefrom by virtue of this Agreement, and (iii) neither the General Partner nor any of its Affiliates shall be, nor shall any of them be deemed to be, in violation of any duty or obligation (including, without limitation, any fiduciary duty) under this Agreement or under the Act or other Applicable Law solely by reason of acting in the manner that furthers the interest of itself. Each Limited Partner hereby acknowledges and agrees that the provisions of this Section 2.7, including the limitation of duties contemplated herein, are reasonable and appropriate.

2.8 Liability of the General Partner and Other Covered Persons.

(i) Except as otherwise provided in the Act, the General Partner has the liabilities of a partner in a partnership without limited partners to (a) Persons other than the Partnership and the other Partners and (b) subject to the other provisions of this Agreement, the Partnership and the other Partners. No Covered Person shall be liable to the Partnership or any Partner, and each Partner does hereby release such Covered Person, for any act or omission, including any mistake of fact or error in judgment, taken, suffered or made by such Covered Person in good faith and in the belief that such act or omission is in or is not contrary to the best interests of the Partnership and is within the scope of authority granted to such Covered Person by this Agreement, provided that such act or omission does not constitute Disabling Conduct by the Covered Person. No Partner shall be liable to the Partnership or any Partner for any action taken by any other Partner. To the extent that, at law or in equity, a Covered Person has duties and liabilities relating thereto to the Partnership or to the Partners, any Covered Person acting under this Agreement shall not be liable to the Partnership or any Partner for its good faith reliance on the provisions of this Agreement.

(ii) A Covered Person shall incur no liability to the Partnership or any Partner in acting in good faith upon any signature or writing believed by such Covered Person to be genuine, may rely in good faith on a certificate signed by an executive officer of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge, and may rely in good faith on an opinion of counsel selected by such Covered Person with respect to legal matters. Each Covered Person may act directly or through such Covered Person's agents or attorneys. Each Covered Person may consult with counsel, appraisers, engineers, accountants and other skilled Persons selected by such Covered Person and shall not be liable to the Partnership or any Partner for anything done, suffered or omitted in good faith in reliance upon the advice of any of such Persons; provided that such selection, action or omission does not constitute Disabling Conduct of such Covered Person. No Covered Person shall be liable to the Partnership or any Partner for any error of judgment made in good faith by an officer or employee of such Covered Person or for any mistake of fact or judgment by the Covered Person in conducting the affairs of

the Partnership or otherwise acting in respect of and within the scope of this Agreement; provided that such errors or mistakes do not constitute Disabling Conduct of such Covered Person.

(iii) Neither the General Partner nor any of its Affiliates shall be personally liable or responsible for the return or repayment of all or any portion of the Capital Contributions of any Partner or any loan made by any Partner or its Affiliates to the Partnership, it being expressly understood that any such return of Capital Contributions or repayment of any loan shall be made solely from the assets (which shall not include any right of contribution from any Partner) of the Partnership, and each Limited Partner hereby waives any and all claims that it may have against the General Partner or any Affiliate thereof in this regard.

(iv) All of the provisions of this Section 2.8 are expressly subject to the Act.

2.9 Valuation. Except as expressly provided to the contrary herein, the General Partner shall have the power at any time to determine, for all purposes of this Agreement, the Value of any of the assets of the Partnership, and any valuation performed by the General Partner under this Agreement that is made in good faith and in accordance with the valuation guidelines established under the definition of "Value" shall be deemed to be automatically approved, final and conclusive.

2.10 Intellectual Property. The Partners agree and acknowledge that any and all Intellectual Property generated in connection with the Partnership's business and affairs shall be the property of Driftwood Capital (or its designee), and the General Partner shall cause the Partnership to enter into an assignment of such Intellectual Property to Driftwood Capital (or its designee) in furtherance thereof.

ARTICLE III

THE LIMITED PARTNERS

3.1 Limited Partners. The names and addresses of the Limited Partners as of the Effective Date, the value of their respective initial Capital Contributions to the Partnership and their respective Interests in the Partnership as of the Effective Date, are set forth on Schedule A hereto. During a period of up to 150 days following the Effective Date (at such time or times during such period as the General Partner determines to be advisable), with the consent of the General Partner, one or more prospective Limited Partners may be admitted as Limited Partners upon their making of initial Capital Contributions to the Partnership and their execution and delivery to the General Partner of this Agreement or a counterpart hereof or joinder hereto in form and substance acceptable to the General Partner. Other than as contemplated by the preceding sentence, Persons may be admitted as additional, substitute or new Limited Partners of the Partnership only as provided in Article VIII. The General Partner is hereby granted the authority to, and shall, update Schedule A hereto from time to time to reflect any changes to the Partners or other information set forth therein, including, without limitation, the Interests of the Partners, in accordance with the terms hereof.

3.2 No Authority; No Participation in Management; Limited Voting Rights; Other Rights.

(i) No Limited Partner as such shall have the power to sign for or to bind the Partnership. All authority to act on behalf of the Partnership is vested in the General Partner and its designees.

(ii) Subject to any voting rights specifically afforded to the Limited Partners in accordance with the terms hereof, no Limited Partner as such shall, or shall have the right to, take part in, or interfere in any manner with, the control, conduct or operation of the Partnership.

(iii) A Limited Partner shall have the right to inspect and copy, at its expense, the Partnership's books and records that constitute required information under the Act, including, without limitation, the names, addresses and Capital Contributions of all Partners, at the location designated by the General Partner, during regular hours on a Business Day after not less than 10 days' prior written notice to the Partnership.

(iv) No provision of this Agreement shall obligate any Limited Partner to refer investments to the Partnership or restrict any investments that a Limited Partner may make.

(v) Subject to the Act, the exercise by any Limited Partner of any right conferred herein shall not be construed to constitute participation by such Limited Partner in the control of the activities of the Partnership so as to make such Limited Partner liable as a general partner for the debts and obligations of the Partnership for purposes of the Act or otherwise.

(vi) The Limited Partners as such will not be obligated, to the fullest extent permitted by the Act, to act in a fiduciary capacity with respect to the Partnership or any Partner, other than to act in good faith.

3.3 Limitation of Liability. Except as may otherwise be required by the Act or as expressly provided for herein, the liability of each Limited Partner is limited to the Capital Contributions made by such Limited Partner pursuant to Article IV.

3.4 No Priority. Except as otherwise expressly provided in this Agreement, no Limited Partner shall have priority over any other Limited Partner either as to the return of the amount of its Capital Contribution or the receipt of any other Partnership distribution.

3.5 [Intentionally Omitted.]

3.6 Bankruptcy, Dissolution or Withdrawal of a Limited Partner. The bankruptcy, dissolution or withdrawal of a Limited Partner shall not in and of itself dissolve or terminate the Partnership. No Limited Partner shall withdraw from the Partnership prior to the dissolution of the Partnership except for a required withdrawal pursuant to Section 8.6 through a permitted transfer of its Interest pursuant to Article VIII.

3.7 General Partner as Limited Partner. In the case of any purchase of a limited partner interest by the General Partner and/or its Affiliates, the General Partner or its Affiliate, as the case may be, shall be admitted to the Partnership as a Limited Partner with respect to the limited

partner interest so purchased and shall be entitled to all rights as a Limited Partner appurtenant thereto, including, but not limited to, the right to vote on certain Partnership matters as provided in this Agreement and to receive distributions and allocations attributable to the limited partner interest. Any limited partner interest held by the General Partner as a Limited Partner shall be separately designated by listing the General Partner in the Register with respect to the limited partner interest.

ARTICLE IV

CAPITAL CONTRIBUTIONS AND UNITS

4.1 General Partner Initial Capital Contribution. The value of the initial Capital Contribution of the General Partner is specified on Schedule A to this Agreement.

4.2 Limited Partners Initial Capital Contributions. The value of the initial Capital Contribution of each Limited Partner is specified on Schedule A to this Agreement.

4.3 Additional Capital; No Interest. No Partner shall be required to make any additional contributions to the capital of the Partnership except as specifically set forth in this Article IV or the Act. No Partner shall be paid interest on any amounts treated as Capital Contributions to the Partnership.

4.4 Return of Capital Contributions. Except as otherwise provided in this Agreement, no Partner shall have the right or be entitled to withdraw, or receive any return of, its, his or her Capital Contributions or to receive distributions of or against capital without the prior written consent of, and upon the terms and conditions determined by, the General Partner.

4.5 Additional Capital Contributions. In the event that at any time (or from time to time), the General Partner determines that additional Capital Contributions are necessary, appropriate or desirable in order to achieve the Business of the Partnership, then, provided that the General Partner has received the prior written consent of the Super Majority in Interest of the Limited Partners, the General Partner may deliver a Capital Contribution Notice to the Limited Partners describing the total amount of additional Capital Contributions then required, the intended use of such additional Capital Contributions, and the date by which the additional Capital Contribution must be received. Any Capital Contribution Notice hereunder shall describe the total amount of additional Capital Contributions then required and the anticipated use of such additional Capital Contributions, as well as the date on which the additional Capital Contribution will be made.

4.6 Units to Represent Interest. The Interest of each Partner shall be represented by Units and the General Partner shall issue a Unit certificate in the name of each Partner specifying the number of Units held by such Partner. In order to be valid, a Unit certificate must be signed by the General Partner. Units shall be deemed to be "securities" for the purposes of the *Securities Transfer Act, 2006* (Ontario) and similar legislation in other jurisdictions. Notwithstanding any provisions herein to the contrary, any distribution of securities to the public or invitation to the

public to subscribe for Units is prohibited. The number of holders of Units is limited to 50, two or more persons holding one or more Units jointly being counted as a single holder.

ARTICLE V

CAPITAL ACCOUNTS; DISTRIBUTIONS; ALLOCATIONS; WITHHOLDING

5.1 Capital Accounts. There shall be established on the books and records of the Partnership a capital account (a "*Capital Account*") for each Partner. In the event of any transfer of any Interest in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

5.2 Adjustments to Capital Accounts. As of the last day of each Period, the balance in each Partner's Capital Account shall be adjusted by (a) increasing such balance by (i) such Partner's allocable share of each item of the Partnership's income and gain for such Period and (ii) the Capital Contributions, if any, made by such Partner during such Period and (b) decreasing such balance by (i) the amount of cash or the Value of any other property distributed to such Partner pursuant to this Agreement and (ii) such Partner's allocable share of each item of the Partnership's loss and deduction for such Period.

5.3 Distributions. Except as otherwise provided herein, Distributable Cash shall be distributed on a quarterly basis to the Partners pro rata in accordance with their respective Interests.

5.4 General Distribution Provisions.

(i) Notwithstanding any other provision of this Agreement, distributions shall be made only to the extent of Available Assets and in compliance with the Act and other Applicable Law.

(ii) Any distribution by the Partnership pursuant to this Article V and Article IX to the Person shown on the Partnership's Register as a Partner or to such Person's authorized legal representatives, or to the transferee of such Person's right to receive such distributions as provided herein, shall acquit the Partnership and the General Partner (and each of their respective Affiliates) of all liability to any other Person that may be interested in such distribution, including by reason of any transfer of such Person's Interest for any reason (including a transfer of such Interest by reason of the death, incompetence, bankruptcy or liquidation of such Person).

5.5 Distributions in Kind. The General Partner may make distributions in kind only with the consent of a Super Majority in Interest of the Limited Partners.

5.6 Negative Capital Accounts. No Partner shall be required to make up a negative balance in its Capital Account.

5.7 No Withdrawal of Capital. Except as otherwise expressly provided in this Agreement, no Partner shall have the right to withdraw capital from the Partnership or to receive any distribution of or return on such Partner's Capital Contributions.

5.8 Foreign Corporation for Tax Purposes. The Partnership shall elect to be treated as a foreign corporation for U.S. federal tax purposes under Treasury Regulations Section 301.7701-3.

ARTICLE VI

BOOKS AND RECORDS; REPORTS TO PARTNERS; ANNUAL MEETING; ETC.

6.1 Maintenance of Books and Records. The General Partner shall keep or cause to be kept at the address of the General Partner (or at such other place as the General Partner shall determine) full and accurate accounts of the transactions of the Partnership in proper books and records of account, during the Term and for a period of at least four years thereafter, which shall set forth all information required by the Act. Such books and records shall be available, upon 10 days' advance written notice to the General Partner, for inspection and copying at reasonable times during business hours by a Limited Partner or its duly authorized agents or representatives for any purpose reasonably related to such Limited Partner's Interest. The books and records of the Partnership shall be the basis for the preparation of the financial statements (whether audited or unaudited, as provided in Section 6.2) and other financial reports to be mailed to the Partners pursuant to this Article VI.

6.2 Financial Reports.

(i) The General Partner shall deliver by facsimile, e-mail or other electronic means, or otherwise make available to each Limited Partner, all quarterly and annual reports required to be delivered to the Partnership.

(ii) Other Information. During the Term, the General Partner shall use commercially reasonable efforts to deliver by facsimile, e-mail or other electronic means or otherwise make available to a Limited Partner such other information as is reasonably requested by such Limited Partner for any purpose reasonably related to such Limited Partner's Interest to the extent that any such efforts shall not impose any undue cost or burden on the General Partner or the Partnership, subject in each case to the rights of the General Partner to keep information confidential from the Limited Partners pursuant to Section 11.12.

6.3 [Intentionally Omitted.]

6.4 Bank Accounts. The General Partner shall open and maintain a bank or money market account or accounts into which shall be deposited all funds of the Partnership. Withdrawals from such account or accounts shall be made upon the authorized signature or signatures of such person(s) as the General Partner shall designate.

6.5 Meetings of the Partners. An annual meeting of the Limited Partners may be called by the General Partner or any Limited Partner(s) holding at least ten percent (10%) of the outstanding Interests in the Partnership by giving written notice to each Limited Partner specifying the date (which may not be less than thirty (30) days after the date the notice is given), time and place of such meeting. A Limited Partner may participate in a meeting by conference telephone or similar communications equipment (including over the internet) which enables all persons participating in the meeting to hear each other. Participation in any of the foregoing manners shall constitute attendance at such meeting. The attendance of the General Partner and a Super Majority in Interest of the Limited Partners shall constitute a quorum with respect to a Partners' annual meeting. At any properly called meeting pursuant to this Section 6.5, the Partners may vote on any matter which requires the approval of the Partners pursuant to this Agreement.

ARTICLE VII

INDEMNIFICATION

7.1 Indemnification of Covered Persons.

(i) General. The Partnership shall and hereby agrees to, to the fullest extent permitted by Applicable Law, indemnify and hold harmless each Covered Person from and against any and all claims, demands, liabilities, costs, expenses, damages, losses, suits, proceedings and actions, whether judicial, administrative, investigative or otherwise, of whatever nature, known or unknown, liquidated or unliquidated ("*Claims*"), that may accrue to or be incurred by any Covered Person, or in which any Covered Person may become involved, as a party or otherwise, or with which any Covered Person may be threatened, relating to or arising out of the business or activities of the Partnership, activities undertaken in connection with the Partnership, or otherwise relating to or arising out of this Agreement, including, but not limited to, amounts paid in satisfaction of judgments, in compromise or as fines or penalties, and counsel fees and expenses incurred in connection with the preparation for or defense or disposition of any investigation, action, suit, arbitration or other proceeding (a "*Proceeding*"), whether civil or criminal (all of such Claims, amounts and expenses referred to in this Section 7.1 are referred to collectively as "*Damages*"). Notwithstanding the foregoing, the Partnership shall not indemnify a Covered Person to the extent that it shall have been finally determined by a court of competent jurisdiction that such Damages arose from Disabling Conduct of such Covered Person. The termination of any Proceeding by settlement shall not, of itself, create a presumption that any Damages relating to such settlement or otherwise relating to such Proceeding arose primarily from Disabling Conduct of any Covered Person.

(ii) Expenses. Reasonable expenses (including attorneys' fees) incurred by a Covered Person in defense or settlement of any Claim that may be subject to a right of indemnification hereunder (other than in defense of a derivative action in which the named plaintiffs in such actions constitute a Majority in Interest of the Limited Partners) may be advanced by the Partnership to such Covered Person prior to the final disposition thereof upon receipt of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be determined ultimately by a court of competent jurisdiction that the Covered Person was not

entitled to be indemnified hereunder. Judgments against the Partnership and/or the General Partner, in respect of which the General Partner is entitled to indemnification, shall first be satisfied from Partnership assets, including Capital Contributions, before the General Partner is responsible therefor.

(iii) Notices of Claims. Promptly after receipt by a Covered Person of notice of the commencement of any Proceeding, such Covered Person shall, if a claim for indemnification in respect thereof is to be made against the Partnership, give written notice to the Partnership of the commencement of such Proceeding, provided that the failure of any Covered Person to give such notice as provided herein shall not relieve the Partnership of its obligations under this Section 7.1 except to the extent that the Partnership is actually prejudiced by such failure to give such notice. If any such Proceeding is brought against a Covered Person (other than a derivative suit in right of the Partnership), the Partnership will be entitled to participate in and to assume the defense thereof to the extent that the Partnership may wish, with counsel reasonably satisfactory to such Covered Person. After notice from the Partnership to such Covered Person of the Partnership's election to assume the defense of such Proceeding, the Partnership will not be liable for expenses subsequently incurred by such Covered Person in connection with the defense thereof. The Partnership will not consent to entry of any judgment or enter into any settlement of such Proceeding that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Covered Person of a release from all liability in respect to such Proceeding and the related Claim.

(iv) Notice of Indemnification Payments. The General Partner shall notify the Limited Partners in writing at least three days prior to making any payment with respect to any material indemnification obligation pursuant to this Section 7.1.

(v) Survival of Protection. The provisions of this Section 7.1 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 7.1 and regardless of any subsequent amendment to this Agreement, and no amendment to this Agreement shall reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment.

(vi) Reserves. If the General Partner determines in its sole discretion that it is appropriate or necessary to do so, the General Partner may cause the Partnership to establish reasonable reserves, escrow accounts or similar accounts to fund its obligations under this Section 7.1.

(vii) Rights Cumulative. The right of any Covered Person to the indemnification provided herein shall be cumulative with, and in addition to, any and all rights to which such Covered Person may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Covered Person's successors, assigns, heirs and legal representatives.

(viii) Insurance. To the fullest extent permitted by Applicable Law, the Partnership may, if approved by the General Partner, purchase and maintain, at the Partnership's expense, insurance on behalf of each Covered Person covering liabilities related to actions or omissions, neglect or breach of fiduciary duty, in each case, while acting in his or her capacity on

behalf of the Partnership, the General Partner or any of their respective Affiliates, including liabilities in instances in which Covered Persons may not otherwise be indemnified by the Partnership pursuant to this Article VII.

ARTICLE VIII

TRANSFERS; REMOVAL OR DISASSOCIATION OF THE GENERAL PARTNER

8.1 Restrictions on Transfer. Except as set forth in Section 8.6, no direct or indirect sale, assignment, transfer, encumbrance, hypothecation or other disposition, by operation of law or otherwise (each of the foregoing, when used as a noun, being a "*Disposition*," and when used as a verb, to "*Dispose*") shall be made by a Limited Partner of the whole or any part of its, his or her Units or Interest in the Partnership (including, but not limited to, its, his or her interest in the capital or profits of or distributions by the Partnership) without the prior written consent of the General Partner, acting in its discretion.

8.2 Removal of General Partner; Election of Replacement General Partner.

(i) Notwithstanding anything to the contrary contained herein but subject to the following sentence, any General Partner may be removed only if the General Partner has engaged in Removal Conduct and the removal of the General Partner is approved by the vote or consent of at least a Super Majority in Interest of the Limited Partners.

(ii) A replacement General Partner may be elected in the place of a removed General Partner by the vote or consent of a Majority in Interest of the Limited Partners.

(iii) Written notice of the removal of a General Partner shall be served upon such General Partner, either by certified or registered mail, return receipt requested, or by personal service. Such notice shall set forth the reasons for the removal and the date upon which the removal is to become effective. Notwithstanding the preceding sentence, any removal of the last remaining General Partner shall be effective only at the earlier of (a) such date as a successor General Partner shall have been admitted to the Partnership pursuant to Section 8.2(ii), (iii), and (iv) and (b) the date that is 90 days after the date on which a Super Majority in Interest of the Limited Partners shall have consented to or voted for such removal of the General Partner.

(iv) Upon the removal of the General Partner pursuant to this Section 8.2:

(a) the removed General Partner shall thereupon become, without any further action being required of any Person, a Limited Partner and shall cease being the general partner of the Partnership;

(b) the replacement general partner of the Partnership shall be admitted to the Partnership as a general partner of the Partnership pursuant to Section 8.2(iv)(e) and shall promptly prepare and file or cause to be filed, with the assistance of the removed General Partner if and to the extent reasonably requested, an amendment to the Declaration, and shall promptly amend this Agreement without any further action, approval or vote of any Person,

including any other Partner, to reflect (i) the admission of such replacement general partner and (ii) the removal of the removed General Partner as the general partner of the Partnership;

(c) the removed General Partner shall thereafter be entitled to receive all distributions that otherwise would have been distributable to it pursuant to this Agreement as if it had not been removed as the general partner of the Partnership;

(d) the removed General Partner and its Affiliates shall continue to be Covered Persons and to be entitled to indemnification hereunder pursuant to Section 7.1; and

(e) for all other purposes of this Agreement, the replacement general partner of the Partnership shall be deemed to be the "General Partner" hereunder and shall be deemed to be admitted as the general partner of the Partnership without any further action, approval or vote of any Person, including any other Partner, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, effective immediately prior to the removal of the removed General Partner and shall continue the business and activities of the Partnership without dissolution.

8.3 Effect of Assignment; Documents. With respect to any Disposition (and the substitution of the transferee or assignee as a Substitute Partner) approved under this Agreement by the General Partner, the Partnership shall not be wound up or dissolved, but instead shall continue as before with, however, the substitution of such new Partner. No such Disposition shall relieve the assignor from any of its obligations under this Agreement arising prior to such Disposition (it being understood that, except as otherwise provided herein, the assignor may be relieved of only the obligations that arise after such Disposition to the extent the same are assumed in writing by the transferee). Additionally, without limiting the other terms and conditions of this Agreement, as a condition to any Disposition by a Partner and the transferee being admitted as a Substitute Partner herein, the transferee or assignee must execute a counterpart to this Agreement (as amended) in form acceptable to the General Partner and agree to be bound by all of the terms and provisions hereof. Any Person admitted pursuant to the terms of this Agreement to the Partnership as a substituted Partner shall be subject to all of the provisions of this Agreement as if an original party to it.

8.4 Effect of Noncompliance. Any Disposition in contravention of any of the provisions of this Article VIII shall be void, invalid and ineffectual and of no force or effect for all purposes, and shall not bind or be recognized by the Partnership. In particular, no transferee (by operation of law or otherwise) of an Interest in the Partnership (or any interest in the capital or profits of or distributions by the Partnership) in contravention of any of the provisions of this Article VIII shall be admitted as or be deemed or become a Substitute Partner without the prior written consent of the General Partner, which consent can be withheld at the General Partner's discretion. In the event that the Partnership is required by law or any court or other governmental authority or instrumentality to recognize a Disposition of an Interest which is not in compliance with the foregoing terms and conditions of this Article, then, absent the written consent of the General Partner which the General Partner may grant or withhold at its discretion, the transferee in connection with the Disposition shall not be admitted as a Partner and shall receive, hold, and be entitled to an assignee's economic interest only; shall not succeed to any voting, consent, or approval rights, if any, with respect to the transferred Interest; and shall take such assignee's economic interest subject to the covenants and obligations of this Agreement. Without limitation,

and in addition, to the foregoing in this Section 8.4, the General Partner shall have the right, in its sole discretion, to exercise its powers under Article IX with respect to any Limited Partner that contravenes the requirements of this Article VIII.

8.5 Certain Permitted Transfers. Provided that the conditions set forth in Section 9.1 are satisfied, and provided that (i) the terms of any loan documents or contracts to which the Partnership or any of its Subsidiaries is subject to are complied with, and (ii) all required consents and approvals, if any, have been obtained under any such loan documents or contracts, any Limited Partner may Dispose of all or part of its, his or her Interest under the following circumstances:

(i) At any time, to the Limited Partner's spouse, children, grandchildren and descendants, or to a trust or other entity chiefly for the benefit of the Limited Partner, his or her spouse, children, grandchildren, and/or descendants (or, alternatively, the spouse, children, grandchildren, and descendants of the ultimate beneficial equity owners of the Disposing Limited Partner), or to any corporation, partnership or other entity Controlled by him, her or it, and such assignee or transferee shall be added or substituted (as the case may be) as a Limited Partner, provided that any such transferee shall agree in writing with the Partnership, as a condition to such transfer, to be bound by all of the provisions of this Agreement to the same extent as if such transferee were the current holder of the Interest; and

(ii) At any time, to any other Partner.

8.6 Bankruptcy, Dissolution or Withdrawal of the General Partner. In the event of the bankruptcy or dissolution and commencement of winding-up of the General Partner or the occurrence of any other event that causes the General Partner to cease to be a general partner of the Partnership under the Act and the result thereof is that the Partnership ceases to have any general partner, the Partnership shall be wound up and dissolved as provided in Article IX, unless the General Partner is removed and replaced pursuant to Section 8.2, the General Partner transfers its Interest and the transferee is admitted as the new general partner of the Partnership pursuant to Section 8.2 or the business and activities of the Partnership are continued pursuant to Section 9.1. The General Partner shall take no action to accomplish its voluntary dissolution. The General Partner shall not withdraw as general partner of the Partnership prior to the dissolution of the Partnership except pursuant to Section 8.2 in connection with its removal in accordance therewith or through the transfer of its Interest pursuant to the provisions of this Article VIII.

ARTICLE IX

WINDING UP AND DISSOLUTION OF THE PARTNERSHIP

9.1 Dissolution. The Partnership shall be wound up, then dissolved, upon the first to occur of any of the following events:

(i) subject to the following clause (ii), the withdrawal or removal of the last remaining General Partner unless a replacement general partner is admitted to the Partnership in accordance with Section 8.3 or Section 8.6 the bankruptcy or dissolution and commencement of

winding up of the last remaining General Partner, or the occurrence of any other event that causes the last remaining General Partner to cease to be a general partner of the Partnership under the Act, unless concurrently with the occurrence of such event a Majority in Interest of the Limited Partners consent or vote to continue the business and activities of the Partnership and to the appointment, effective as of the date of such event, if required, of one or more additional general partners of the Partnership;

(ii) the election by the Super Majority in Interest of the Limited Partners; or

(iii) any other event that the Act specifies must operate as an event causing the dissolution of the Partnership notwithstanding any provision to the contrary in this Agreement.

9.2 Winding Up.

(i) Liquidation of Assets. Upon the dissolution of the Partnership, the General Partner (or, if dissolution of the Partnership should occur by reason of Section 9.1(i) or the General Partner is unable to act as liquidator, a liquidating trustee of the Partnership or other representative designated by a Majority in Interest of the Limited Partners) shall use its commercially reasonable efforts to liquidate all of the assets of the Partnership in an orderly manner, provided that if, in the judgment of the General Partner (or such liquidating trustee or other representative), an asset of the Partnership should not be liquidated, then if consented to by a Majority in Interest of the Limited Partners, such asset shall be distributed in accordance with Section 9.2(ii), and provided, further, that the General Partner (or such liquidating trustee or other representative) shall attempt to liquidate sufficient assets of the Partnership to satisfy in cash (or make reasonable provision in cash for) the debts and liabilities referred to in Section 9.2(ii).

During the course of winding up, until cancellation of the Declaration in accordance with Section 9.3 and the Act, the Partners shall continue to share in net income, net loss, gain and loss as provided in this Agreement, and all of the provisions of this Agreement shall continue to bind the parties and apply to the activities of the Partnership except as specifically provided to the contrary in the Act, but there shall be no distributions to the Partners except pursuant to this Article IX.

(ii) Application and Distribution of Proceeds of Liquidation and Remaining Assets. The General Partner or the liquidating trustee, as the case may be, shall apply the proceeds of the liquidation referred to in Section 9.2(i) and any remaining Partnership assets, and shall distribute any such proceeds and assets, as follows and in the following order of priority:

(a) First, to satisfy all creditors of the Partnership (including the payment of expenses of the winding-up, liquidation and dissolution of the Partnership), including Partners who are creditors of the Partnership (including with respect to accrued but unpaid fees or reimbursements owed to the General Partner or its Affiliates), to the extent otherwise permitted by Applicable Law, either by the payment thereof or the making of reasonable provision therefor (including the establishment of reserves in amounts established by General Partner or the liquidating trustee or other representative, as the case may be);

(b) Second, to the Partners in accordance with Section 5.3.

(iii) Time for Orderly Liquidation. A reasonable amount of time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partner or the liquidation trustee or other representative, as the case may be, to minimize the normal losses attendant upon such liquidation. As determined in the sole discretion of the General Partner or the liquidation trustee or other representative, as the case may be, the Partnership may dispose of both known and unknown claims against the Partnership by filing notice and following the procedures set forth in the Act for disposition of such claims.

9.3 Termination. Following the completion of the foregoing provisions of this Article IX, the General Partner or the liquidating trustee or other representative, as the case may be, shall cause to be filed a certificate of cancellation or the equivalent under Applicable Law.

ARTICLE X

AMENDMENTS; POWER OF ATTORNEY

10.1 Amendments.

(i) Except as otherwise specifically provided for in this Agreement, this Agreement may be amended only with the written consent of the General Partner and a Majority in Interest of the Limited Partners.

(ii) The General Partner may amend this Agreement from time to time, without the consent of, or prior notice to, any of the Limited Partners: (i) to cure any ambiguity in this Agreement, (ii) to correct or supplement any provision in this Agreement that may be inconsistent with any other provision in this Agreement or that the General Partner believes, in its good faith discretion, is ministerial in nature and/or immaterial to the business, affairs or operation of the Partnership and the rights, duties and obligations of the Partnership as set forth herein, including, without limitation, in connection with any change in the Partnership's name; (iii) to satisfy any requirements, conditions, or guidelines contained in any opinion, directive, order, ruling or regulation of the Securities and Exchange Commission, the Internal Revenue Service or any other U.S. federal or state or non-US. governmental agency, or in any U.S. federal or state or non-U.S. statute, compliance with which the General Partner deems to be in the best interest of the Partnership; (iv) as may be necessary to comply with the Investment Company Act or the Advisers Act; (v) to cause the provisions of this Agreement to conform to the Code and any Treasury Regulations promulgated thereunder or to otherwise properly reflect the economic arrangement of the parties as determined in good faith by the General Partner, provided that such amendments do not impact the timing or amounts of distributions to any Partners and do not unreasonably discriminate against one Partner or group of Partners as compared to other Partners, (vi) in connection with transfers, redemptions and issuances of Interests and/or the admission of any Substitute Partner or Additional Limited Partner, in each case, in accordance with the terms hereof, and any related changes to Capital Contributions, or to otherwise update Schedule A hereto in accordance with the terms hereof; or (vii) in accordance with any provision of this Agreement authorizing amendment by the General Partner.

(iii) Notwithstanding the provisions of Section 10.1(i) and (ii), no modification of, or amendment to, this Agreement shall be made that, in the reasonable determination of the General Partner, would or would be reasonably likely to:

(a) modify or amend the provisions of Article V in a manner that would alter the amount or timing of distributions without the written consent of a Majority in Interest of the Limited Partners;

(b) materially and adversely affect the rights of a Limited Partner in a manner that discriminates against such Limited Partner vis-à-vis the other Limited Partners; or

(c) modify or amend the requirement in any provision of this Agreement calling for the consent, vote or approval of a Majority in Interest of the Limited Partners or a Super Majority in Interest of the Limited Partners without the consent of a Majority in Interest of the Limited Partners or a Super Majority in Interest of the Limited Partners, respectively.

(iv) As soon as reasonably practicable after the adoption of any material amendment in accordance with this Section 10.1, the General Partner shall notify each Limited Partner of such amendment.

10.2 Power of Attorney. Each Limited Partner does hereby irrevocably constitute and appoint the General Partner and its officers, and any the successor thereof as general partner of the Partnership and its officers, and in the case of Section 10.2(iii) only, the liquidating trustee or other representative designated pursuant to Article IX, with full power of substitution, the true and lawful attorney-in-fact and agent of such Limited Partner, to execute, acknowledge, verify, swear to, deliver, record and file, in its or its successor's or assignee's name, place and stead, all instruments, documents and certificates that may from time to time be required by Applicable Law, any other jurisdiction in which the Partnership conducts or plans to conduct business, or any political subdivision or agency thereof, to effectuate, implement and continue the valid existence and business and activities of the Partnership, including the power and authority to execute, verify, swear to, acknowledge, deliver, record and file:

(i) all certificates and other instruments, including any counterparts or amendments to this Agreement or to the Declaration, that the General Partner determines to be appropriate to (i) form, qualify or continue the Partnership as a limited partnership in Ontario and all other jurisdictions in which the Partnership conducts or plans to conduct business and (ii) admit such Partner as a Limited Partner in the Partnership;

(ii) all instruments that the General Partner determines to be appropriate reflect any amendment to this Agreement or the Declaration (i) to satisfy any requirements, conditions, guidelines or opinions contained in any opinion, directive, order, ruling or regulation of a governmental authority operating under Applicable Law, (ii) to change the name of the Partnership, or (iii) otherwise authorized by Section 10.1(ii);

(iii) all conveyances and other instruments that the General Partner or the liquidating trustee or other representative, as the case may be, determines to be appropriate to

reflect and effect the winding up of the Partnership in accordance with the terms of this Agreement, including the filing of a certificate of cancellation as provided for in Article IX;

(iv) all instruments relating to (i) transfers of Interests or the admission of Partners, Substitute Partners or Additional Limited Partners, or (ii) the treatment of a Defaulting Partner;

(v) all amendments to this Agreement duly approved and adopted in accordance with this Agreement;

(vi) certificates of assumed name and such other certificates and instruments as may be necessary under the fictitious or assumed name statutes from time to time in effect in all jurisdictions in which the Partnership conducts or plans to conduct business or activities; and

(vii) any other instruments determined by the General Partner to be necessary or appropriate in connection with the proper conduct of the business and activities of the Partnership and that do not adversely affect the Interests of the Limited Partners.

Such attorney-in-fact and agent shall not, however, have the right, power or authority to amend or modify this Agreement, when acting in such capacities, except to the extent authorized herein. This power of attorney shall not be affected by the subsequent disability or incompetence of the principal. This power of attorney shall be deemed to be coupled with an interest, shall be irrevocable, shall survive and not be affected by the dissolution, bankruptcy or legal disability or death of any Limited Partner and shall extend to such Limited Partner's successors and assigns. This power of attorney may be exercised by such attorney-in-fact and agent for all Limited Partners (or any of them) by a single signature of the Person acting as attorney-in-fact with or without listing all of the Limited Partners executing an instrument. Any Person dealing with the Partnership may conclusively presume and rely upon the fact that any instrument referred to above, executed by such attorney-in-fact and agent, is authorized and binding, without further inquiry. If required, each Limited Partner shall execute and deliver to the General Partner (or, if applicable, the liquidating trustee or other representative), within 10 days after receipt of a request therefor, such further designations, powers of attorney or other instruments as the General Partner (or, if applicable, the liquidating trustee or other representative) shall determine to be necessary for the purposes hereof consistent with the provisions of this Agreement. The General Partner (or, if applicable, the liquidating trustee or other representative) shall notify the Limited Partners of any exercise by the General Partner (or, if applicable, the liquidating trustee or other representative) pursuant to the power of attorney granted by each of the Limited Partners pursuant to this Section 10.2.

ARTICLE XI

MISCELLANEOUS

11.1 Notices. Each notice relating to this Agreement shall be in writing and shall be delivered (a) in person, by registered or certified mail or by private courier or (b) by facsimile, e-mail or other electronic means. All notices to any Limited Partner shall be delivered to such

Limited Partner at its last known physical address, facsimile number or e-mail address as set forth in the records of the Partnership. Any Limited Partner may designate new contact information for notices to such Limited Partner by giving written notice to that effect to the General Partner in accordance with this Section 11.1.

All notices to the Partnership or the General Partner shall be delivered:

(i) to the General Partner at, 255 Alhambra Circle, Suite 760, Coral Gables, Florida 33134 (United States), Attn: Chief Legal Officer, or

(ii) by e-mail to jlg@driftwoodcapital.com,

in each case, with a copy by registered or certified mail to the same address, Attn: Chief Executive Officer, or by e-mail to crodriguez@driftwoodcapital.com, or to such other address or e-mail address as the General Partner may from time to time specify by written notice to the Limited Partners in accordance with this Section 11.1.

Unless otherwise specifically provided in this Agreement, a notice given in accordance with the foregoing clause (a) shall be deemed to have been effectively given three Business Days after such notice is mailed by registered or certified mail, return receipt requested, and one Business Day after such notice is sent by Federal Express or other one-day service provider, to the proper address, or at the time delivered when delivered in person or by private courier. Any notice sent by e-mail or other electronic means shall be deemed to have been effectively given when received by the Partnership during the regular business hours on a Business Day of the Partnership, and each Partner hereby consents to and waives any objection to the giving of notice by any such means.

11.2 Limited Partner Voting, Approval and Consent, Consent by Silence. Unless expressly set forth to the contrary herein, any action requiring the vote, consent or approval of the Limited Partners shall be approved if a Majority in Interest of the Limited Partners vote in favor of, or otherwise consent to or approve, the action. For purposes of obtaining any vote, approval or consent of the Partners under this Agreement (including any consent to an amendment to this Agreement under Section 10.1), the General Partner may, in the notice seeking such vote, consent or approval, require a response within a specified period (which will not be less than 15 days). Failure to give the General Partner written notice of opposition to the proposed action or amendment by the deadline specified in the notice delivered by the General Partner will be deemed to constitute a vote and consent to approve the proposed action or amendment. Except as otherwise expressly provided in the proposal for an action or amendment, that action or amendment will be deemed approved or effective immediately after the required signatures have been obtained or, if applicable, upon the expiration of the period within which responses were required, if that requirement was imposed and there were not votes cast against the action or amendment in the amount necessary to prevent the action or amendment from being approved or becoming effective.

11.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement.

11.4 Table of Contents and Headings. The table of contents and the headings of the articles, sections and subsections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part hereof or affect the interpretation hereof.

11.5 Successors and Assigns.

(i) This Agreement shall inure to the benefit of the Partners and the Covered Persons, and shall be binding upon the parties, and, subject to Section 8.1, their respective successors, permitted assigns and, in the case of individual Covered Persons, heirs and legal representatives.

(ii) For the purposes of ensuring that the covenants in favor of Covered Persons in Section 7.1 are enforceable by Covered Persons who are no party hereto, it is agreed by the parties hereto that the General Partner is acting both as agent for the Covered Persons (other than itself) and as principal and as a party to this Agreement. The General Partner agrees that it will hold any right of action that any Covered Person may have pursuant to Section 7.1 in trust for the Covered Person and any funds received by the General Partner in respect of any such claim by a Covered Person will be held in trust for it.

11.6 Severability. Every term and provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by Applicable Law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

11.7 Further Actions. Each Limited Partner shall execute and deliver such other certificates, agreements and documents, and take such other actions, as may reasonably be requested by the General Partner in connection with the organization and operation of the Partnership and the achievement of its purposes or to give effect to the provisions of this Agreement, in each case as are not inconsistent with the terms and provisions of this Agreement, including any documents that the General Partner determines to be necessary or appropriate to form, qualify or continue the Partnership as a limited partnership in all jurisdictions in which the Partnership conducts or plans to conduct its business and activities and all such agreements, certificates, tax statements and other documents as may be required to be filed by or on behalf of the Partnership.

11.8 Determinations of the Partners. To the fullest extent permitted by Applicable Law and notwithstanding any other provision of this Agreement or in any other agreement contemplated herein or applicable provisions of law or equity or otherwise, whenever in this Agreement a Partner is permitted or required to make a decision (a) in its "sole discretion" or "discretion" or under a grant of similar authority or latitude, such Partner shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Partnership or any other Person, or (b) in its "good faith," "reasonable" or under another express standard, such Partner shall act under such express standard and shall not be subject to any other or different standard. If any questions should arise with respect to the operation of the Partnership that are not specifically provided for in this Agreement or the Act, or with respect to the interpretation of this Agreement, the General Partner is hereby authorized to make a final

determination with respect to any such question and to interpret this Agreement in good faith, and its determination and interpretation so made shall be final and binding on all parties. Notwithstanding any other provision of this Agreement, including the preceding provisions of this Section 11.8, the Partners shall comply with the implied contractual covenant of good faith and fair dealing.

11.9 No Waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is given in writing (or, if applicable, not objected to in writing in the required timeframe), and no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor such waiver was given.

11.10 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WHOLLY WITHIN THAT JURISDICTION.

11.11 Venue. The Partnership and each of the Partners hereby: (a) irrevocably submit to the exclusive jurisdiction of any Florida or federal court situated in Miami-Dade County, Florida, in any action arising out of this Agreement; (b) agree that all claims in any such action shall be decided only in such courts; (c) waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum; and (d) agree that service of any court paper may be effected on such party by mail or in such other manner as may be provided under Applicable Law or court rules. The parties also agree that a final judgment in any such action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

11.12 Confidentiality. Each Limited Partner shall keep confidential and not disclose, and shall use best efforts to cause each of its agents and Affiliates to keep confidential and not disclose, in each case without the prior written consent of the General Partner, any information with respect to the Partnership or its subsidiaries, provided that a Limited Partner may disclose any such information (a) as has become generally available to the public other than as a result of the breach of this Section 11.12 by such Limited Partner or any agent or Affiliate of such Limited Partner, (b) as may be required to be included in any report, statement or testimony required to be submitted to any municipal, state or national regulatory body having jurisdiction over such Limited Partner, (c) as may be required in response to any summons or subpoena or in connection with any litigation, (d) to the extent necessary in order to comply with any Applicable Law or governmental request applicable to such Limited Partner, (e) to its employees and professional advisors (including such Limited Partner's auditors and counsel) to the extent necessary for the performance of their duties, so long as such Persons are advised of and agree to be bound by the confidentiality obligations contained herein and (f) as may be required in connection with an audit by any taxing authority. The foregoing shall not limit the disclosure of the tax treatment or tax structure of the Partnership (or any transactions undertaken by the Partnership). In the event that a Limited Partner (or anyone to whom such Limited Partner has transmitted such information) becomes legally required (or reasonably determines that it is legally required) to disclose any such information, such Limited Partner shall promptly notify the General Partner in writing of such requirement prior to any such disclosure so that the General Partner and/or the Partnership may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or that the General Partner and the Partnership

waive compliance with the provisions of this Section 11.12, such Limited Partner may disclose only such information as it is legally required to disclose (or that it reasonably determines it is legally required to disclose), and such Limited Partner agrees to use its commercially reasonable to obtain assurance that confidential treatment will be accorded the information so disclosed. Notwithstanding any other provision of this Agreement, the General Partner shall have the right to keep confidential from Limited Partners for such period of time as the General Partner determines is reasonable (i) any information that the General Partner reasonably believes to be in the nature of trade secrets and (ii) any other information (A) the disclosure of which the General Partner in good faith believes is not in the best interest of the Partnership or could damage the Partnership or (B) that the Partnership, the General Partner, or any designee or Affiliate of any of the foregoing Persons, is required by Applicable Law or by agreement with a third party to keep confidential. The General Partner may disclose any information concerning the Partnership or the Limited Partners necessary to comply with Applicable Law, including any anti-money laundering or anti-terrorist laws or regulations, and each Limited Partner shall provide the General Partner, promptly upon request, all information that the General Partner reasonably deems necessary to comply with Applicable Law.

11.13 Survival of Certain Provisions. The protections and obligations of each Partner pursuant to Section 11.12 and Article VII shall survive the winding up and dissolution of the Partnership.

11.14 Waiver of Partition. Except as may otherwise be provided by Applicable Law in connection with the dissolution, winding up and liquidation of the Partnership, each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the Partnership's property.

11.15 [Intentionally Omitted]

11.16 Entire Agreement. This Agreement and any other written agreements between the General Partner or the Partnership and a Limited Partner with respect to the subject matter hereof (it being agreed and understood that the General Partner or the Partnership may enter into written agreements with Limited Partners in connection with their admission or status as Limited Partners, including agreements which may modify the rights and obligations of the applicable Limited Partner from those set forth herein; provided such agreements may not adversely impact the rights or obligations of any Limited Partner not a party to such agreement) constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersede any prior agreements or understandings among them with respect to such subject matter. The representations and warranties of the Limited Partners herein shall survive the execution and delivery of this Agreement.

11.17 No Third-Party Beneficiaries. The provisions of this Agreement are intended solely to benefit the Partners and Covered Persons and shall not be construed as conferring any benefit upon any creditor of the Partnership, any Partner or any other Person (and no such creditor shall be a third-party beneficiary of this Agreement), and nothing herein shall be deemed to impose upon any Partner or Covered Person any duty or obligation to any creditor of the Partnership to make any contributions to the Partnership.

11.18 Compliance with Anti-Money Laundering Requirements. Notwithstanding any other provision of this Agreement to the contrary, the General Partner, in its own name and on behalf of the Partnership, shall be authorized without the consent of any Person, including any other Partner, to take such action as it determines in its sole discretion to be necessary or advisable to comply with any applicable laws related to anti-money laundering or anti-terrorist or similar activities.

11.19 Counsel. Each Partner hereby agrees and acknowledges that (a) counsel to the Partnership and the General Partner in connection with the preparation of this Agreement has not represented or been engaged to provide services to all or any of the Limited Partners in any respect, including, but not limited to, the preparation of this Agreement or any terms of a Limited Partner's investment in the Partnership, and (b) such Limited Partner has had the opportunity to, has been advised to, and will look solely to, and rely upon, his, her or its own advisers, and not counsel to the Partnership or the General Partner, with respect to the legal, financial and tax consequences of such Limited Partner's investment in the Partnership. Counsel to the Partnership and the General Partner does not owe any duties to, nor have any attorney-client relationship with, any of the Limited Partners, and each Partner consents to such counsel representing the Partnership, the General Partner and their respective Affiliates notwithstanding any such actual or potential conflict between the interests of any such Person, on the one hand, and the interests of one or more of the Limited Partners, on the other hand, including, but not limited to, representation of any such Person in any dispute with any of the Limited Partners.

11.20 Representations and Warranties of Limited Partners.

(i) Each Limited Partner, by its execution hereof or of a counterpart signature page or joinder hereto, hereby (a) makes to the Partnership the representations, warranties and agreements set forth on Schedule B hereto, (b) acknowledges that the General Partner and the Partnership are relying on the completeness and accuracy of such representations, warranties and agreements in admitting such Person as a Limited Partner of the Partnership, and (c) agrees that his, her or its representations, warranties and agreements set forth on Schedule B hereto shall survive such Person's admission as a Limited Partner of the Partnership and are hereby made a part hereof as if expressly set forth herein.

(ii) As of the Effective Date and at all times throughout the term of this Agreement, including after giving effect to any transfers of Interests permitted pursuant to this Agreement, each Limited Partner further represents and warrants to each other Limited Partner, the General Partner, and the Partnership, that:

(a) none of the funds or other assets of such Limited Partner constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or country which is a sanctioned person, entity or country or is otherwise subject to any trade restrictions under U.S. law (including, without limitation, Cuba, Iran, North Korea, Syria and Crimea), or under Canadian Sanctions Law, including, without limitation, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder (including regulations administered by the Office of Foreign Assets Control ("*OFAC*") of the U.S. Department of the Treasury and the Specially Designated Nationals List maintained by

OFAC) with the result that the investment by such Limited Partner (whether directly or indirectly) ("*Embargoed Person*") is prohibited by Applicable Law;

(b) no Embargoed Person has any interest of any nature whatsoever in such Limited Partner;

(c) none of the funds of such Limited Partner have been derived from any unlawful activity, including money laundering activities, with the result that such Limited Partner's investment in the Partnership is prohibited by Applicable Law;

(d) such Limited Partner shall not, directly or indirectly, use its Interest, including the proceeds received thereby, to contribute or otherwise make available any proceeds to any Person (x) to fund or facilitate any activities or business of or with any Person who, at the time of such funding or facilitation, is an Embargoed Person or (y) in any manner that would result in a violation of any Applicable Law, including, without limitation, the laws, rules and regulations administered by OFAC and anti-money laundering statutes under Applicable Law. The operations of such Limited Partner have been and shall be conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements and applicable anti-money laundering statutes, including, without limitation, the Patriot Act, and no action, investigation, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving such Limited Partner with respect to financial recordkeeping and reporting requirements or such anti-money laundering statutes is pending. Such Limited Partner covenants and agrees that in the event such Limited Partner receives any notice that such Limited Partner (or any of its respective direct or indirect beneficial owners, Affiliates or participants) is designated as an Embargoed Person or is under investigation for violation of any applicable financial recordkeeping or reporting requirements or anti-money laundering statutes, such Limited Partner shall immediately notify the General Partner in writing;

(e) such Limited Partner and each and every Person affiliated with such Limited Partner, or that has or will have a direct or indirect interest in the investment of such Limited Partner in the Partnership, is: (1) in full compliance with all applicable requirements of the Patriot Act and any regulations issued thereunder; (2) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States or Canada claiming a violation or possible violation of the Patriot Act or other comparable acts; (3) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Act; and (4) not owned or controlled by, or now acting or will in the future act for, or on behalf of any Person who has been determined to be subject to the prohibitions contained in the Patriot Act. Each Limited Partner covenants and agrees that in the event such Limited Partner receives any notice that such Limited Partner (or any of its respective beneficial owners, Affiliates or participants) is under investigation, indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, such Limited Partner shall immediately notify the General Partner. The General Partner may from time to time request, and such Limited Partner shall in response thereto promptly provide to the General Partner, the names, addresses, tax identification numbers and such other identification information of Persons with an interest in such Limited Partner as shall be necessary for the General Partner to confirm that such Limited Partner's investment in the Partnership fully complies with the all Applicable Law and that such Limited Partner remains in compliance with the covenants set forth in this Agreement related

thereto. All capitalized words and phrases and all defined terms used in the USA PATRIOT Act of 2001, 107 Public Law 56 (October 26, 2001) and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act (collectively referred to in this Section only as the "*Patriot Act*") are incorporated into this Section 11.20(ii).

Each Limited Partner hereby agrees to indemnify and hold harmless the Partnership and each other Limited Partner and the General Partner and their respective officers, directors, shareholders, partners, members, managers, employees, successors and assigns from and against any and all loss, damage, liability or expense (including costs and attorneys' fees) which they may incur by reason of, or in connection with, any breach of the representations and warranties in this Section 11.20(ii) by such Limited Partner, and all such representations and warranties shall survive the execution and delivery of this Agreement and the termination and dissolution of the Partnership or any other Limited Partner or the General Partner. If a Limited Partner fails to pay its respective indemnification obligation under this Section 11.20(ii), then the General Partner shall be entitled to cause the Partnership to redirect any distributions or other amounts which would otherwise be distributable or payable to such Limited Partner or any of its Affiliates, to the other Limited Partners and the General Partner in satisfaction of such Limited Partner's indemnification obligations hereunder. Any such amounts shall be deemed paid or distributed to such Limited Partner or its Affiliate and immediately paid over to the other Limited Partners and the General Partner. Additionally, the General Partner shall be entitled to pursue all remedies the General Partner or the Partnership may have under this Agreement, at law or in equity.

11.21 Mandatory Withdrawal.

(i) If at any time the General Partner determines, in the sole discretion of the General Partner, that any representation and warranty set forth in Section 11.20, if made by any Limited Partner at the time of the General Partner's determination, would be untrue, then the General Partner may, in its sole discretion, require the mandatory withdrawal by such Limited Partner (a "*Withdrawal Limited Partner*") from the Partnership (a "*Mandatory Partnership Withdrawal*").

(ii) In order to effect a Mandatory Partnership Withdrawal, the General Partner may, in its sole discretion, offer to any Person, including each other Limited Partner (other than the Withdrawal Limited Partner), the opportunity to purchase all or a portion of the Withdrawal Limited Partner's Interest at the Mandatory Withdrawal Purchase Price, which could be payable in any combination of immediately available cash funds and issuance of one or more promissory notes (each, a "*Mandatory Withdrawal Note*"); provided that the terms of a Mandatory Withdrawal Note would be at the discretion of the General Partner, but would include the following: (a) the initial three months of the term of the Mandatory Withdrawal Note would be interest free, and, thereafter, interest would accrue quarterly at Prime in effect on the first day of a subject quarter *plus* one percent; (b) the Mandatory Withdrawal Note would mature no later than 24 months after issuance thereof; (c) the Mandatory Withdrawal Note shall not be secured; and (d) the General Partner (or its designee) shall either be the issuer of the Mandatory Withdrawal Note or a guarantor thereof.

(iii) Notwithstanding, and in addition to, the foregoing, in the event that the General Partner determines, in its sole discretion, that applicable law and the best interests of the

Partnership so require, including, without limitation, due to a Partner's breach or anticipated breach of the representations, warranties, and covenants set forth in Section 11.20(ii), the General Partner may immediately cause the Partnership to establish an escrow account for the maintenance of any and all cash distributions and other proceeds distributable to such Withdrawal Limited Partner, including proceeds related to any Mandatory Partnership Withdrawal pursuant to this Section 11.21. Such amounts would be maintained in an escrow account controlled by the General Partner until such time as the General Partner has been advised in writing by its outside legal counsel that the General Partner may disburse such amounts to such Withdrawal Limited Partner without exposing the Partnership, the General Partner, or any Affiliate thereof to any liability before a governmental authority, or cause any such party to fail to be in compliance with any of its loan or franchise agreements. All Partners agree and acknowledge that the General Partner and the Partnership shall at all times comply in all respects with any orders of, or actions brought by, or investigations pursued by, a governmental authority of competent jurisdiction, including, as applicable, by providing such governmental authority with information requested with respect to any Partner and granting or transferring to such governmental authority control rights over any escrow account maintained by the General Partner pursuant to this Section 11.21. The General Partner shall not be deemed to have waived its rights under this Section 11.21 due to failure to exercise such rights prior to, or immediately following, any event giving rise to such rights.

(iv) Upon completion of a Mandatory Partnership Withdrawal of a Limited Partner (which completion, for the avoidance of doubt, shall not require the satisfaction of any liability due to the Withdrawal Limited Partner under Section 11.21 or otherwise), such Limited Partner will cease to be a limited partner of the Partnership.

11.22 Representations and Warranties of Private Investment Companies. Each Limited Partner that is an entity that would be an "investment company" under the Investment Company Act but for an exclusion under either Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act has advised the General Partner of the number of persons that constitute "beneficial owners of such Limited Partner's outstanding securities (other than short-term paper)" within the meaning of clause (A) of Subsection 3(c)(1) of the Investment Company Act, and will advise the General Partner promptly upon any change in that number.

11.23 Jury Trial Waiver. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. EACH OF THE PARTIES ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND THAT MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF THE OTHER PARTY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT AND ANY OTHER AGREEMENTS BETWEEN THEM CONTEMPORANEOUS HEREWITH. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED OR HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH ITS RESPECTIVE LEGAL COUNSEL,

AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11.24 Waiver of Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, in no event shall any party hereto or any of its Affiliates, or their respective directors, officers, managers, members, general and limited partners, employees, representatives or outside advisors, be liable hereunder at any time for consequential, indirect, incidental, special or punitive loss or damage of any other party hereto or any of its Affiliates, whether in contract, tort (including negligence), strict liability or otherwise, and each party hereto hereby expressly releases the other parties hereto and such other parties' Affiliates, and their respective directors, officers, managers, members, general and limited partners, employees, representatives, outside advisors, successors and assigns therefrom.

11.25 Gender and Number. As the context requires, all words used herein in the singular number shall extend to and include the plural, and vice versa, and all words used in any gender shall extend to and include all genders or be neutral.

ARTICLE XII

DEFINITIONS

As used herein the following terms have the meanings set forth below:

"*Act*" shall have the meaning set forth in the Recitals hereto.

"*Additional Limited Partner*" shall mean an additional Limited Partner admitted to the Partnership as provided in this Agreement and whose name will be reflected in the records of the Partnership including by Amendment to Schedule A hereto pursuant to Section 3.1.

"*Adjustment Date*" shall mean the last day of each Fiscal Year and any other date that the General Partner determines in its sole discretion to be appropriate for an interim closing of the Partnership's books.

"*Affiliate*" shall mean, subject to the immediately following sentence, with respect to a specified Person: (a) any Person directly or indirectly Controlling, Controlled by or under common Control with such specified Person; (b) any officer, director, manager, managing member or general partner of such specified Person; (c) if the specified Person is an officer, director, manager, managing member or general partner, any entity for which such specified Person acts in any such capacity; (d) any trust chiefly for the benefit of the specified Person; (e) any sibling, direct descendant, parent, grandparent or spouse of the specified Person; and (f) any trust chiefly for the benefit of any of the Persons listed in clause (e) of this definition. Notwithstanding the foregoing, (i) neither the Partnership nor the General Partner shall be deemed to be an Affiliate of any of the Limited Partners or any of their respective Affiliates, (ii) no member of the General Partner shall be deemed to be an Affiliate of the Partnership or the General Partner, and (iii) no Person

(including a Limited Partner) shall be deemed to be an Affiliate of any other Person (including any other Limited Partner), in each case, solely by reason of the fact that the Limited Partners are limited partners of the Partnership or the fact that the applicable Person or its Affiliate is a member of the General Partner.

"*Agreement*" shall mean this Agreement of Limited Partnership of the Partnership, as amended, supplemented or restated from time to time.

"*Applicable Law*" shall mean, collectively, any and all Canadian or U.S. domestic, foreign or international, federal, state and local laws, statutes, ordinances, rules, regulations (including administrative regulation), requirements (including legal requirements under or in connection with the Patriot Act), orders, writs, judgments and decrees of any Canadian or U.S. domestic, foreign or international, federal, state or local government, or any entity, authority, agency, commission, court or other body of competent jurisdiction similar to any of the foregoing exercising executive, legislative, judicial, regulatory or administrative authority or functions of a government, in each case, including any subdivision, agency, commission or authority thereof, applicable to the relevant matter, event, action, circumstance or Person, as the case may be.

"*Available Assets*" shall mean, as of any date, the excess of (a) the cash and cash equivalent items held by the Partnership over (b) the sum of the amount of such items as the General Partner, in its sole discretion, determines to be necessary or appropriate for the payment of the Partnership's expenses, liabilities and other obligations (whether fixed or contingent, current or future), and for the establishment of appropriate reserves for such expenses, liabilities and obligations as may arise, including the maintenance of adequate working capital for the continued conduct of the Partnership's business and activities.

"*Business Day*" shall mean any day other than (a) Saturday and Sunday and (b) any other day on which banks located in Florida are required or authorized by Applicable Law to remain closed.

"*Business of the Partnership*" shall mean the business purpose of the Partnership as described in Section 1.4.

"*Canadian Sanctions Law*" means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *Criminal Code of Canada*, the *United Nations Act* (Canada), the *Special Economic Measures Act* (Canada), the *Freezing Assets of Corrupt Foreign Officials Act* (Canada), the *Justice for Victims of Corrupt Foreign Officials Act (Sergei Magnitsky Law)* (Canada) and/or any regulations enacted thereunder.

"*Capital Account*" shall have the meaning set forth in Section 5.1.

"*Capital Contribution*" shall mean, with respect to any Partner, the value of the initial Capital Contribution of such Partner as set forth on Schedule A hereto and any additional Capital Contribution made by such Partner pursuant to Section 4.5.

"*Capital Contribution Notice*" shall have the meaning set forth in Section 4.5.

"*Claims*" shall have the meaning set forth in Section 7.1(i).

"*Code*" shall mean the U.S. Internal Revenue Code of 1986, as amended.

"*Control*" shall mean (a) direct or indirect ownership of greater than 50% of the voting stock of a corporation or greater than 50% of the legal and equitable interest in a partnership, limited liability company or other entity or (b) the ability to otherwise direct the management, operations, or policy decisions of such corporation, partnership, limited liability company or other entity, by contract or otherwise. For the avoidance of doubt, (i) a Person will not be deemed to Control an entity solely by virtue of the fact that the entity is not permitted to take certain material actions without the consent of such Person, and (ii) the fact that an entity is not permitted to take certain material actions without the consent of a Person will not, in and of itself, preclude any other Person from being deemed to Control such entity.

"*Covered Person*" shall mean (a) the General Partner and each of its Affiliates; (b) each of the current and former shareholders, officers, directors, employees, partners, members, managers and agents of any of the Partnership, the General Partner or any of their respective Affiliates; and (c) any other Person designated by the General Partner as a Covered Person who serves at the request of the General Partner on behalf of the Partnership as an officer, director, employee, partner, member or agent of the Partnership or any other Person that is an Affiliate of the General Partner or the Partnership.

"*Damages*" shall have the meaning set forth in Section 7.1(i).

"*Declaration*" shall have the meaning set forth in the Recitals hereto.

"*Disabling Conduct*" shall mean, with respect to any Person, any act or omission constituting fraud or willful misconduct by such Person.

"*Disposition*" shall mean a direct or indirect transfer in any form, including a sale, assignment, conveyance, pledge, mortgage, encumbrance, securitization, hypothecation or other disposition, any purported severance or alienation of any beneficial interest (including the creation of any derivative or synthetic interest), or the act of so doing, as the context requires.

"*Distributable Cash*" shall mean cash received by the Partnership from any source (other than Capital Contributions, except to the extent expressly set forth herein to the contrary, or other payments made by the Partners to the Partnership pursuant to this Agreement), to the extent such cash constitutes Available Assets.

"*Driftwood Capital*" shall mean Driftwood Capital, LLC, a Delaware limited liability company.

"*Effective Date*" shall have the meaning set forth in the Preamble hereto.

"*Embargoed Person*" shall have the meaning set forth in Section 11.20(ii)(a).

"*Fiscal Year*" shall have the meaning set forth in Section 1.6.

"*General Partner*" shall mean Driftwood Great North GP III, LLC, in its capacity as the general partner of the Partnership, or any additional, replacement or successor general partner admitted to

the Partnership as a general partner thereof in accordance with the terms hereof, in its capacity as a general partner of the Partnership, in every case, as the context requires.

"*Intellectual Property*" shall mean any and all copyrights, patents, mask works (registered or unregistered), trademarks, service marks, logos, trade dress, trade names, domain names, other indicia of commercial source or origin, technical information, platforms, software, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge, know-how, trade secrets, inventions, and any other proprietary rights relating to intangible property anywhere in the world, including, as applicable, all registrations and applications with respect thereto, all foreign counterparts and analogous rights anywhere in the world, and all rights in and to any of the foregoing.

"*Interest*" shall mean the entire ownership interest of a Partner in the Partnership at any particular time, expressed as a percentage of all Interests in the Partnership (viz. 100%), including the rights to any and all distributions, allocations and other incidents of participation in the Partnership to which such Partner may be entitled as provided in this Agreement and under the Act, together with the obligations of such Partner to comply with all of the terms and provisions of this Agreement and the Act. Each Partner's Interest percentage shall initially equal a percentage equal to a fraction, the numerator of which is the value of such Partner's Capital Contribution and the denominator of which is the aggregate Capital Contributions of all Partners, and shall thereafter be subject to adjustment as set forth in this Agreement, including Section 4.5.

"*Investment*" shall have the meaning set forth in Section 1.4(i).

"*Limited Partners*" shall mean the Persons admitted as limited partners of the Partnership, which limited partners shall be listed in the Register, and shall include their successors and permitted assigns to the extent admitted to the Partnership as limited partners in accordance with the terms hereof, in their capacities as limited partners of the Partnership, and shall exclude any Person that ceases to be a Partner in accordance with the terms hereof. For purposes of the Act, the Limited Partners shall constitute a single class, series and group of limited partners.

"*Majority in Interest of the Limited Partners*" shall mean Limited Partners holding greater than 50% of the aggregate Interests of all Limited Partners.

"*Mandatory Partnership Withdrawal"* shall have the meaning set forth in Section 11.21(i).

"*Mandatory Withdrawal Note"* shall have the meaning set forth in Section 11.21(ii).

"*Mandatory Withdrawal Purchase Price"* shall be a price equal to (x) the lesser of (1) the unreturned capital balance of the applicable Withdrawal Limited Partner and (2) the value of such Withdrawal Limited Partner's Interest, as determined by an independent, reputable appraiser selected by the General Parter, taking into account control discounts for such Interests, less (y) any reasonable and documented costs and expenses incurred by the Partnership, the General Partner and its Affiliates, and any damages suffered by any such party, in either case in connection with the mandatory withdrawal of such Partner in accordance with this Agreement.

"*Material Adverse Effect*" shall mean (a) a violation of an applicable statute, rule, or regulation or governmental administrative policy of a U.S. federal or state or non-U.S. governmental authority

that is reasonably likely to have a material adverse effect on the Partnership, (b) an occurrence that is reasonably likely to subject the Partnership to any material non-tax regulatory requirement to which it would not otherwise be subject, or that is reasonably likely to materially increase any such regulatory requirement beyond what it would otherwise have been, or (c) an occurrence or event that has or is reasonably likely to have a material adverse effect on the Partnership.

"*OFAC*" shall have the meaning set forth in Section 11.20(ii)(a).

"*Organizational Expenses*" shall mean all costs and expenses incurred in connection with the formation and organization of the Partnership and the General Partner, the transactions and agreements pursuant to which the Partners have become Partners of the Partnership, preparing this Agreement and such aforementioned agreements, and matters related or incidental to any of the foregoing, including, but not limited to, the following: (a) consulting and accounting fees; (b) printing, mailing, courier and distribution costs; (c) facsimile and telephone costs; (d) travel expenses; (e) legal expenses (whether provided by outside counsel or as a recovery of documented, market (or below market) hourly expenses of in-house legal counsel); and (f) other administrative expenses.

"*Partners*" and "*parties*" shall, unless the context otherwise requires with respect to the term "parties," mean the General Partner and the Limited Partners.

"*Partnership*" shall have the meaning set forth in the Preamble hereto.

"*Partnership Expenses*" shall mean the costs, expenses and liabilities that in the good faith judgment of the General Partner are incurred by or arise out of the operation and activities of the Partnership, including, without limitation: (a) Organizational Expenses; (b) all out-of-pocket fees, costs and expenses (including travel) related to business and activities of the Partnership; (c) all administrative expenses of the Partnership, including, without limitation, the costs of the preparation and distribution of financial, tax and other reports to Limited Partners and other legal expenses (whether provided by outside counsel or as a recovery of documented, market (or below market) hourly expenses of in-house legal counsel) and accounting expenses, including expenses related to the services of the Partnership's partnership representative, accountants, legal counsel, and other administrators, custodians and consultants; (d) any taxes, fees or other governmental charges levied against the Partnership; (e) expenses of liquidating the Partnership; and (f) all other expenses substantially comparable to the foregoing.

"*Patriot Act*" shall have the meaning set forth in Section 11.20(b)(v).

"*Period*" shall mean, for the first Period, the period commencing on the Effective Date and ending on the next Adjustment Date; and for each subsequent Period, shall mean the period commencing on the day after an Adjustment Date and ending on the next Adjustment Date.

"*Person*" shall mean any individual or entity, including a corporation, partnership, association, limited liability company, limited liability partnership, joint-stock company, trust, unincorporated association, government or governmental agency or authority.

"*Prime*" shall mean the consensus U.S. prime interest rate published by the Wall Street Journal as of the applicable date of determination.

"*Proceeding*" shall have the meaning set forth in Section 7.1(i).

"*Register*" shall have the meaning set forth in Section 1.8.

"*Removal Conduct*" shall be deemed to exist only if:

(a) the General Partner: (i) is subject to bankruptcy proceedings, (ii) is found by a court of competent jurisdiction to have committed a felony or acted with fraud with respect to the Partnership, (iii) enters a plea of nolo contendere with respect to a felony affecting the Partnership or (v) commits an intentional material violation of this Agreement that, if curable, is not cured within 30 days after written notice describing such violation has been given to the General Partner; and

(b) such conduct or event described in clause (a) has a Material Adverse Effect.

"*Securities Act*" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

"*Substitute Partner*" shall mean a Partner admitted to the Partnership in substitute for one or more other Partner as provided in this Agreement and whose name will be reflected in the records of the Partnership including by amendment to Schedule A hereto pursuant to Section 3.1.

"*Super Majority in Interest of the Limited Partners*" shall mean Limited Partners (other than the applicable General Partner and its Affiliates) holding greater than 70% of the aggregate Interests of all Limited Partners (other than the applicable General Partner and its Affiliates).

"*Term*" shall have the meaning set forth in Section 1.5.

"*Treasury Regulations*" shall mean the regulations of the U.S. Treasury Department issued pursuant to the Code.

"*Unit*" means a representation of an Interest, as described in Section 4.6.

"*Value*" shall mean: (a) with respect to securities listed and trading primarily on one or more securities exchanges, (i) for purposes of distributions in kind, the average of their last reported sales prices on the principal securities exchange for such securities for the ten Business Day-period preceding the date of determination, and if there has been no such sale on any such Business Day, such securities shall be valued at the mean of the last reported "bid" and "ask" prices, using prices as of the close of trading on such principal securities exchange for such securities on such Business Day, and (ii) for all other purposes, their last reported sales prices on the principal securities exchange for such securities for the date of determination, and if there has been no such sale on any such date, such securities shall be valued at the mean of the last reported "bid" and "ask" prices, using prices as of the close of trading on such principal securities exchange for such securities on such date; (b) with respect to securities not trading primarily on one or more securities exchanges but for which over-the-counter or other similar quotations are readily available (including securities for which the principal market is the over-the-counter market), (i) for purposes of distributions in kind, a price equal to the average of the mean of the last reported "bid" and "ask" prices (or, if no such "bid" and "ask" prices are reported, the closing

sales prices) as supplied by recognized quotation services or by broker-dealers for each of the ten Business Days preceding the date of determination, and (ii) for all other purposes, a price equal to the mean of the last reported "bid" and "ask" prices (or, if no such "bid" and "ask" prices are reported, the closing sales price) as supplied by recognized quotation services or by broker dealers for the date of determination; (c) with respect to equity securities that are described in clause (a) or (b) above and are subject to legal restrictions on transfer (whether by contract or under Applicable Law), a value reflecting an appropriate discount (as determined by the General Partner in its reasonable discretion) from their public market price; and (d) with respect to securities or investments for which reliable market quotations are not available, and securities or investments as to which the General Partner determines in its reasonable discretion that the foregoing valuation methods do not fairly represent the fair value of such securities or investments, either their cost basis to the Partnership or the value that the General Partner determines in good faith using such methods and taking into account such facts and circumstances as the General Partner considers appropriate.

"*Withdrawal Limited Partner*" shall have the meaning set forth in Section 11.21(i).

[Signature Page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

GENERAL PARTNER:

DRIFTWOOD GREAT NORTH GP III, LLC
a Delaware limited liability company

By: _____
Carlos J. Rodriguez
Authorized Representative

LIMITED PARTNER:

DRIFTWOOD CAPITAL, LLC
a Delaware limited liability company

By: _____
Jorge Gomez-Moller, Esq.
Authorized Representative

SCHEDULE A

Partners, Value of Initial Capital Contributions, Interests and Units

General Partner - Name and Address	**Value of Initial Capital Contribution**	**Percentage Interest**	**Units**
Driftwood Great North GP III, LLC 255 Alhambra Circle, Suite 760, Coral Gables, Florida 33134	$10	1%	10
Limited Partners - Names and Addresses	**Value of Initial Capital Contribution**	**Percentage Interest**	**Units**
Driftwood Capital, LLC 255 Alhambra Circle, Suite 760, Coral Gables, Florida 33134	$990	99%	990

SCHEDULE B

Representations and Warranties of Limited Partners

Each Limited Partner represents and warrants to each other Limited Partner and to the General Partner that:

(i) Such Limited Partner has the requisite capacity and authority to execute this Agreement of Limited Partnership and all other agreements contemplated hereby and to take all actions required pursuant hereto; and

(ii) it shall promptly provide such evidence of its status and corresponding documentation as the General Partner, including its accountants and legal counsel, may reasonably request or as may be required in accordance with Applicable Law as defined in this Agreement.

ISSUER

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Clontarf
Dublin 3
Ireland

PROGRAMME STRUCTURER

Driftwood Euro Solutions LLC
255 Alhambra Circle, Ste 760
Coral Gables, FL 33134

TRUSTEE

Apex Corporate Trustees (UK) Limited
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London EC2Y 5AS

BACK OFFICE AGENT AND CHARGED ASSETS REALISATION AGENT

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PROGRAMME COORDINATOR

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Grand Cayman KY1-1002
Cayman Islands

CALCULATION AGENT

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