EXCHANGE RIGHT
REAL ESTATE

THE ESSENTIAL INCOME REIT

Private Placement Memorandum

This memorandum is dated July 30, 2026

The Essential Income REIT provides investors with access to institutionally managed real estate diversified across 436 properties with long-term net leases to recession-resilient tenants.

CURRENT PORTFOLIO OF 436 PROPERTIES

$1.7+B
IN ASSET VALUE AS OF 6/30/26

9-10%+
HISTORICAL TAX EQUIVALENT YIELDS[1]

BBB
AVERAGE LONG-TERM TENANT S&P CREDIT RATING[2]

103.12%
AFFO-TO-DISTRIBUTION COVERAGE ITD THROUGH 6/30/26[3]

PERFORMANCE SUMMARY

The Essential Income REIT has delivered consistent tax-efficient distributions (over 69% tax-deferred in 2025) fully covered by operations, generating compelling total returns with reduced volatility to investors since inception.

CURRENT NET ANNUALIZED DISTRIBUTION RATES

6.04%
CLASS D
(RIA)

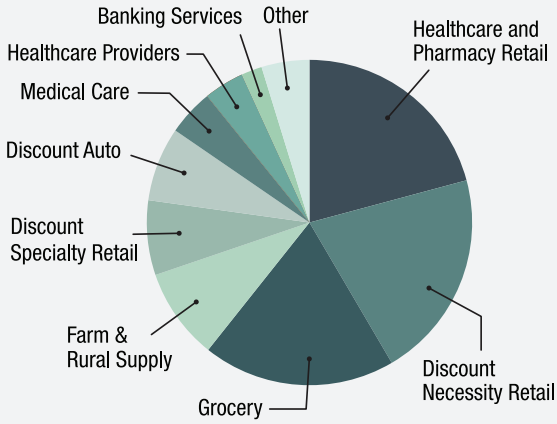
5.92%
CLASS A
(BD)

5.22%
CLASS S
(BD/TRAIL)

TOTAL ANNUALIZED RETURN ON PURCHASE PRICE[4]

	1-YEAR	3-YEAR	5-YEAR	ITD[3]
CLASS D	7.05%	5.88%	7.69%	8.21%
CLASS A	0.92%	3.79%	6.28%	7.13%
CLASS S	2.71%	3.90%	6.11%	6.82%

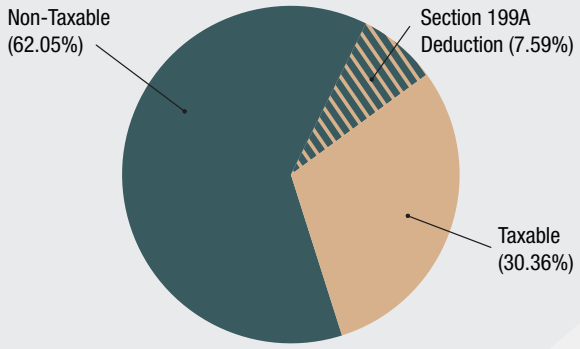
INDUSTRY ALLOCATION



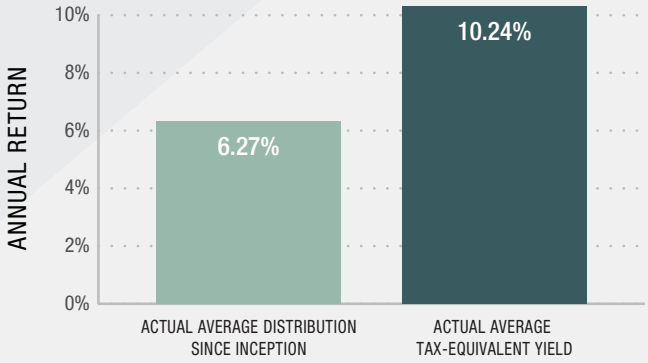
[1]Tax-Equivalent Yields are based on 2025 results, current offering price, a 37% and 8% federal and state income tax rates, and a 3.8% Medicare surcharge tax. Exact tax-equivalent yields will vary by investor. [2]The average long-term S&P credit rating is presented as a simple average of the credit ratings of the REIT's tenants with publicly rated debt. [3]AFFO refers to "Adjusted Funds from Operations" and ITD refers to "Inception-to-Date." [4]Class D and S historical returns are hypothetical based on the actual returns that would have been achieved if those share classes had been outstanding during the periods presented. There is no guarantee of returns or that the Essential Income REIT will be successful in executing it's business plan. Pictures are representative of similar corporate-backed stores in the ExchangeRight portfolio and are not actual properties included in the portfolio. Unless otherwise noted, all stats are as of 6/30/26. Past performance is no guarantee of future results.

Tax-Efficient Monthly Distributions Fully Covered by Operations with Reduced Volatility to Investors Since Inception

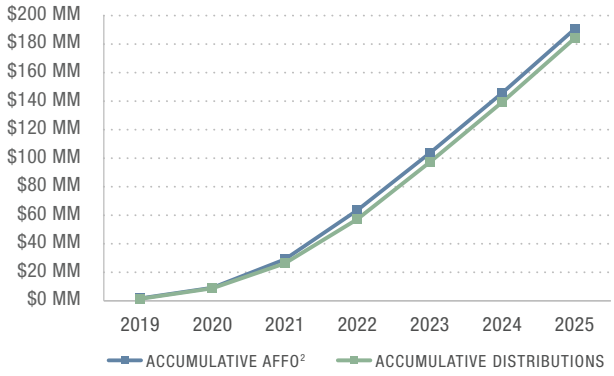
2025 TAX-EFFICIENT DISTRIBUTIONS



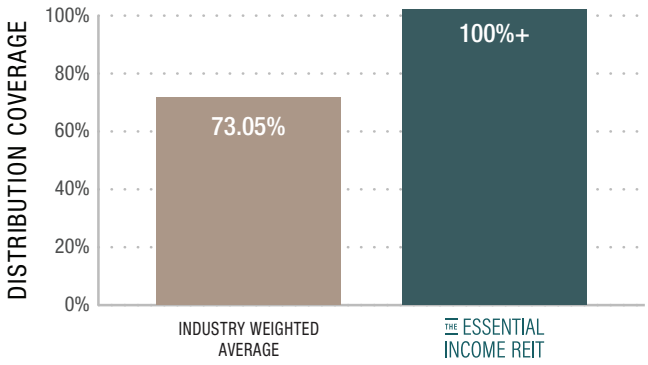
CONSISTENT RETURNS DESPITE BROAD MARKET VOLATILITY SINCE INCEPTION[1]



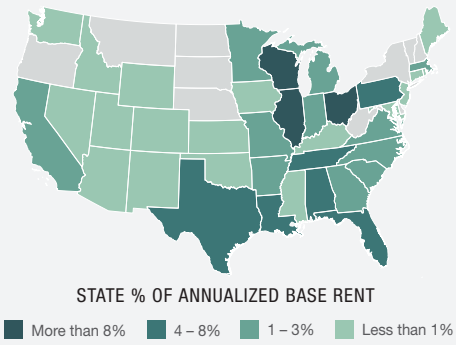
DISTRIBUTIONS (INCLUDING DRIP SHARES) FULLY COVERED BY OPERATIONS SINCE INCEPTION



INDUSTRY & ESSENTIAL INCOME REIT DISTRIBUTION COVERAGE[3]



436 PROPERTIES DIVERSIFIED ACROSS THE U.S.



CASH FLOW AND VALUE DIVERSIFIED BY

[1]The tax equivalent yield graph above provides a historical illustration of the potential tax benefits based on the current NAV/share, a 37% federal income tax rate, an 8% state income tax rate, and a 3.8% Medicare surcharge tax. Each investor should consult with their own tax advisor. Exact tax-equivalent yield will vary by investor and may be lower for certain share classes. [2]AFFO refers to "Adjusted Funds from Operations." [3]Distribution coverage stats are based on Blue Vault's 2025 Non-traded REIT Industry Review (4th ed.) pp. 55-127, which calculates AFFO, modified funds from operations (MFFO), or core funds from operations (FFO) divided by distributions declared for all growth or stabilizing equity non-traded REITs. Returns are not guaranteed and past performance is not a guarantee of future results. There is no guarantee that the Essential Income REIT will be successful in executing its business plan.

THE ESSENTIAL INCOME REIT HIGHLIGHTS

Maximum Offering Amount	$2.165 billion with expansion potential
Current Portfolio	436 properties in 333 markets and 38 states as of 6/30/26
Tenant Focus	Primarily national, investment-grade tenants operating essential businesses in recession-resilient industries
Industries	Diversified across 15 industries including grocery, healthcare, discount necessity retail, farm and agricultural supply, and specialty retail
Potential Inflation Protection	Long-term net leases require the tenants to cover the costs of property taxes, insurance, operations, utilities, and most maintenance and repair costs, shielding investors from these rising costs in an inflationary environment
Depreciation and REIT Pass-through Deductions	Over 62% of distributions were reported as non-taxable return of capital and deductions totaled 69.64% including Section 199A deductions in 2025
Loan-to-Value	47.73% as of 6/30/26
Cash Interest Coverage[1]	2.38x for the Trailing Twelve Months ended 6/30/26

TRUST STRUCTURE

Entity/Tax Structure	Real Estate Investment Trust to take advantage of the Section 199A deduction and our aggregation strategy
Sponsor/Key Principals Co-Investment	Over $19,000,000 by the Sponsor and its principals as of 6/30/26
Minimum Investment	$25,000 for Class D, A, and S shares; $25 million for Class I shares
Liquidity	Quarterly, limited to 5% of the Trust's issued and outstanding shares per year[2]
Investor Reporting	One 1099-DIV annually. Income is taxed in an investor's resident state

RETURNS, FEES, AND SHARE REPURCHASE PLAN

SHARE CLASS	CLASS D	CLASS A	CLASS S
Availability	RIAs	Brokerage Accounts with No Trail	Brokerage Accounts with Trail
Current Annualized Net Returns[3]	6.04%	5.92%	5.22%
Net Upfront Commissions	0.00%	5.95%	3.50%
Stockholder Servicing Fee or Dealer Manager Fee	0.25%	0.00%	0.85%[5]
Placement Agent Fee	None		
Advisory, Financing, or Disposition Fees	None		
Asset and Property Management Fees	0.15% of AUM and 1.10% of Gross Revenues		

SHARE REPURCHASE PLAN[4]	
Current NAV is $27.63 per share as of 6/30/26	
Less than 1 Year	Lesser of NAV/share or 95% of net purchase price
After 1 Year	Lesser of NAV/share or $27.63/share
After 2 Years	Lesser of NAV/share or $27.74/share
After 3 Years	Lesser of NAV/share or $27.80/share
After 4 Years	Lesser of NAV/share or $27.85/share
After 5 Years	NAV/share

[1]Cash Interest Coverage is measured as adjusted EBITD Are over contractual interest expense for the twelve months ended 6/30/26. [2]While this Investment includes a liquidity feature, there can be no assurance that liquidity will be obtained at any point in the future. [3]Class D and S historical returns are hypothetical based on the actual returns that would have been achieved if those share classes had been outstanding during the periods presented. [4]Share repurchase pricing corresponds to each investor's subscription pricing. Please refer to the private placement memorandum for details. [5]Class S Stockholder Servicing Fee of 0.85% includes a 0.25% Dealer Manager Fee, which may be reallowed to Broker-Dealers to the extent there are not custodian or platform costs to offset. "Investment-grade" refers to tenants whose long-term corporate debt rating is considered investment grade by Standard & Poor's, Moody's, and/or Fitch. Past performance of the Sponsor does not guarantee future results.

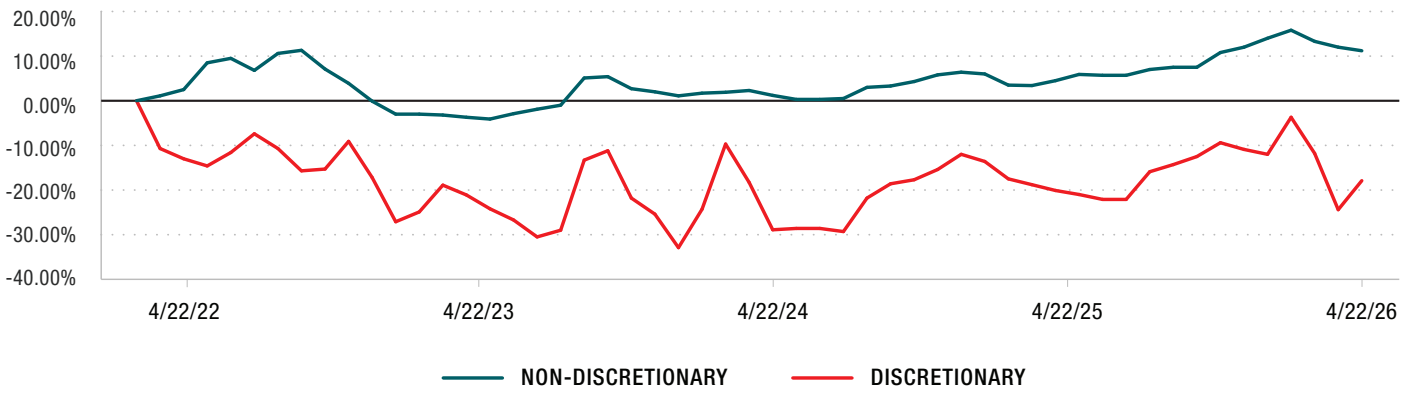
Based on the current economic cycle, we acquire properties designed to create a broadly diversified long-term stream of cash flow by focusing on:

RESILIENCE OF EXCHANGERIGHT'S TOP-10 TENANTS: AVERAGE FULL YEAR PERFORMANCE AND RESULTS

$19.15	$4.44	$5.48	$74.90	BBB
BILLION IN FY GROSS PROFIT	BILLION IN FY OPERATING EARNINGS	BILLION IN FY CASH FROM OPERATIONS	BILLION IN TOTAL ASSETS	AVERAGE LONG-TERM S&P CREDIT RATING

WHY WE FOCUS ON ESSENTIAL BUSINESSES

Non-discretionary spending, such as groceries and necessities, has remained resilient while discretionary spending remains strained.



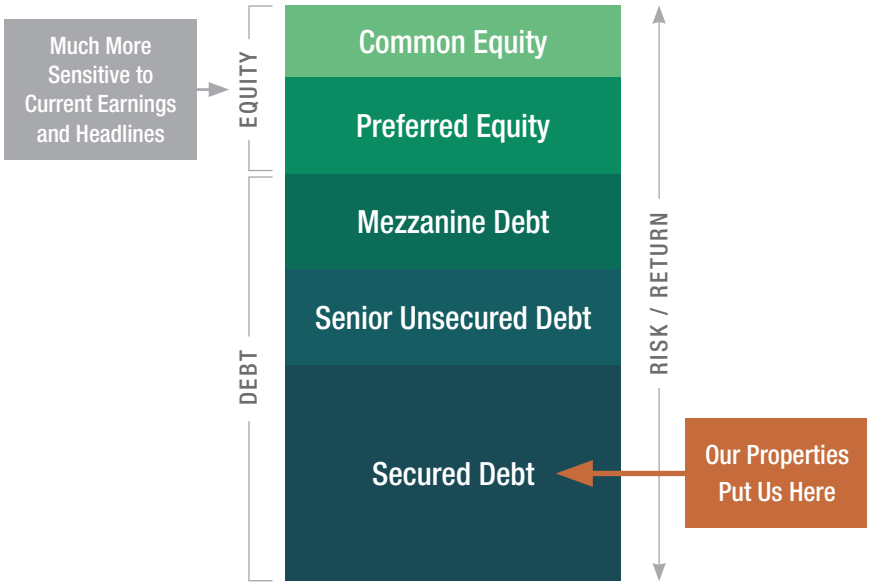
The information above is as of 6/30/26. Investment objectives, timing, and results are never guaranteed. Past performance of the Sponsor, it tenants, or previous offerings does not guarantee future results. "Investment-grade" refers to tenants whose long-term corporate debt rating is considered investment grade by Standard & Poor's, Moody's, and/or Fitch. An investment-grade rating is a rating that indicates that a corporate bond has a relatively lower risk of default than a corporate bond with a speculative grade. The S&P Credit Rating Scale rates AAA to BBB- as investment-grade and BB+ to D as speculative grade. Discretionary vs. essential spending sources: Deloitte Consumer Signal and U.S. Bureau of Labor Statistics.

Recession-resilient tenants delivered strong performance and growth during the Great Recession of 2008-2010 and the COVID crisis, lockdowns, and recession of 2020-2021. Necessity-based, healthcare, and discount-oriented businesses have historically been uniquely positioned to perform well even in the face of economic volatility. Past performance does not guarantee future results.

REVENUE PERFORMANCE DURING THE LAST TWO RECESSIONS

	GREAT RECESSION (2008-2010)	COVID CRISIS (2020-2021)
THE ESSENTIAL INCOME REIT TENANT REVENUE GROWTH	**24.84%**	**19.38%**
S&P 500® TOTAL REVENUE GROWTH	4.29%	14.87%

The S&P 500 historical revenue performance figures are based on the S&P 500 companies as of 4/1/26 and represent a broad-based market index during the identified time periods. This information is provided to contextualize the REIT's publicly reporting tenants' historical revenue performance and is not a comparison or forecast of future performance. Tenant financial data was primarily sourced from Form 10-Ks, as well as other sources including tenant websites, Forbes, and YCharts. The Essential Income REIT's revenue growth presented is the weighted average for its tenants with publicly available financials based on the Essential Income REIT's annualized base rent by tenant as of 12/31/25. Tenants with publicly available financials account for approximately 94.7% of the Essential Income REIT's annualized base rent, while the remaining 5.3% is derived from tenants that do not publicly report revenue. Pictures are representative of similar corporate-backed stores in the ExchangeRight portfolio and are not actual properties included in the portfolio. Past performance does not guarantee future results.



CAPITAL STACK SECURITY

As a landlord to our corporate tenants, the Essential Income REIT's income is based on leases that create first-priority financial obligations for the tenant, so we focus on a company's core operations, balance sheet, fiscal responsibility, and long-term revenue resilience.

Equity investors are much more sensitive to a company's current earnings and headlines, as their investment is heavily reliant on quarterly performance compared to market expectations.

NNN

NET LEASES OBLIGATE THE TENANT TO PAY AND COVER THE COSTS OF:

- Monthly Rent
- Insurance
- Property Taxes
- Utilities and Operating Costs
- Property Maintenance, Repairs, and Replacements

WE TARGET LONG-TERM LEASES WITH NO EARLY TERMINATION OPTIONS TO PROVIDE RESILIENT RETURNS THROUGH ECONOMIC CYCLES.

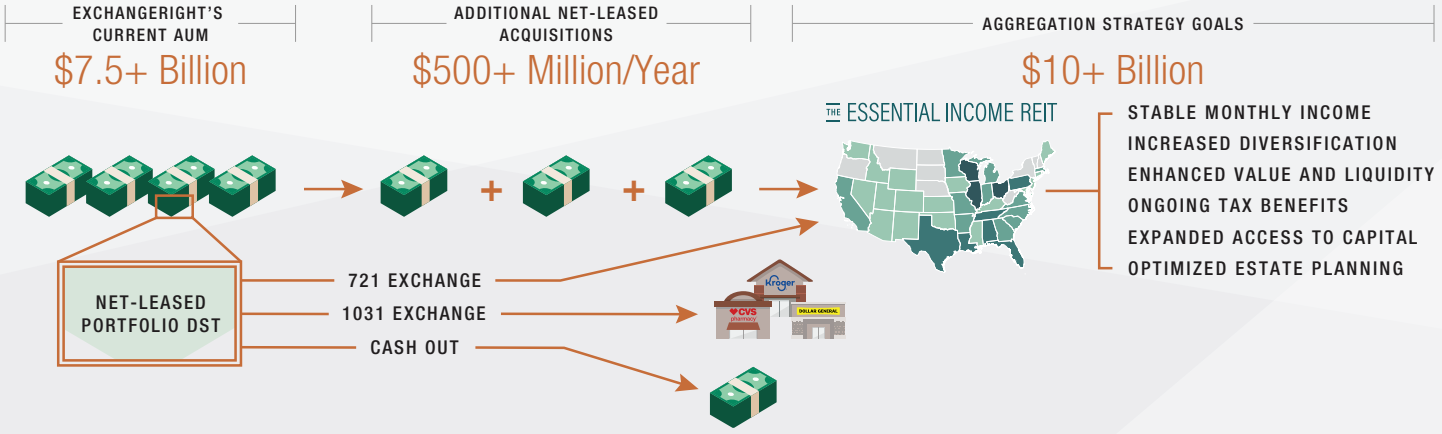
RIGOROUS DUE DILIGENCE & CAREFUL ASSET SELECTION: EXCHANGERIGHT'S 2025 ACQUISITION RESULTS

$720+ Million
CLOSED IN 2025

Top 2%
OF ALL PROPERTIES REVIEWED WERE ACQUIRED IN 2025

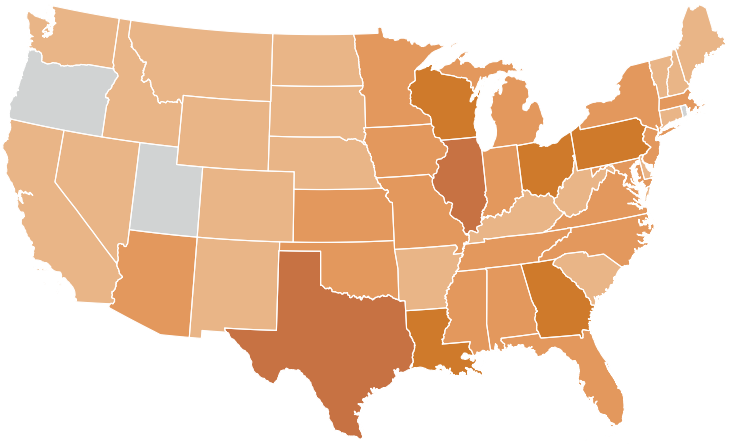
The above capital stack illustration is reflective of a tenant that meets their obligations as they come due. Bankruptcy of a tenant may have an impact on the capital stack seniority presented above dependent on bankruptcy law and actions of any such tenant in bankruptcy. Past performance is no guarantee of future results. Tenant performance is not guaranteed. There is no guarantee that the Tenants will fulfill the obligations of their leases. The due diligence conducted does not guarantee investment performance.

ExchangeRight's aggregation strategy is intended to amplify the synergies between its net-leased REIT and Delaware Statutory Trust (DST) platforms in order to grow the REIT's diversification, size, and scale for the benefit of investors.



In addition to attractive market opportunities, the Essential Income REIT has access to ExchangeRight's $5.6+ billion of existing DST Net-Leased Portfolios under management to provide enhanced diversification, scale, and value.

EXCHANGERIGHT'S DST ASSETS UNDER MANAGEMENT



$5.6+ BILLION

94% NOI FROM ESSENTIAL BUSINESSES

8.3 Years WEIGHTED-AVERAGE LEASE TERM

2.98x AVERAGE DEBT SERVICE COVERAGE RATIO

100% LEASED NET-LEASED PORTFOLIOS

84 TENANTS

45 STATES

17 INDUSTRIES

Total assets under management (AUM) and number of states are inclusive of ExchangeRight and its affiliates as of 6/30/26. Past performance of the Sponsor and any past offerings does not guarantee future results. Investment, aggregation strategy and liquidity objectives, timing, and results are not guaranteed. Investing in any offering involves risk. Please review any offering's private placement memorandum in its entirety so that you may understand and weigh the potential benefits and risks before making any investment decision. The information above is as of 6/30/26.

Our passion to empower investors to be secure, free, and generous shapes everything we do and has resulted in a REIT that is distinct in approach, structure, and performance.

WEALTH MANAGERS

We are wealth managers who built this REIT to meet the tax-efficient income and growth needs of our own long-term clients.

INVESTOR CENTERED

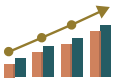
We invest alongside investors and employ a below-market fee structure to increase returns and align interests.

MACROECONOMICS

We start with a macroeconomic framework to preserve investor capital and provide stable income throughout economic cycles.

DUE DILIGENCE

We conduct rigorous due diligence to acquire only the top net-leased properties that meet our stringent criteria.



PERFORMANCE

We generate consistent tax-efficient income that has been 100%+ covered by cash flow from operations since inception.

Our core values of putting others FIRST defines how we serve financial professionals and their investors.

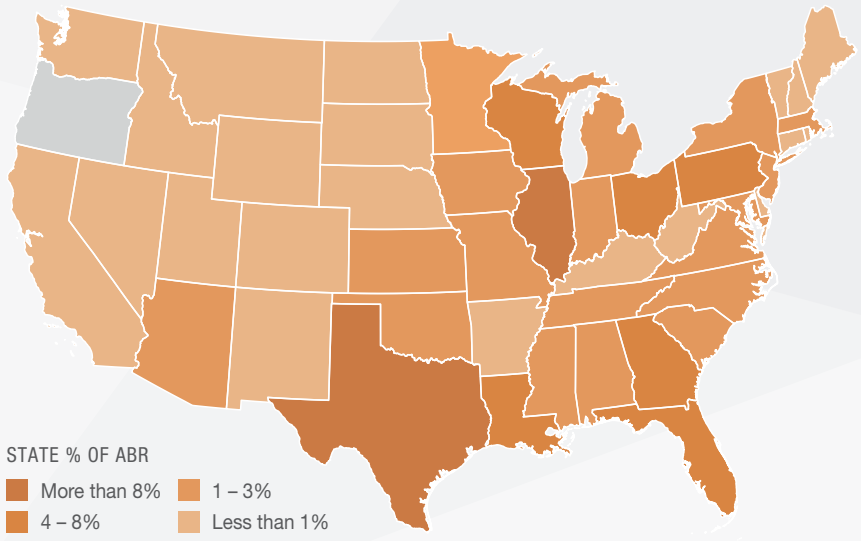
- **F** **FIDELITY**: We are faithfully committed to achieve the best outcome for those whom we serve.
- **I** **INTEGRITY**: We do what is right and we steward investors' wealth the same way we steward our own.
- **R** **RESPONSIBILITY**: We take proactive, personal ownership in everything we do.
- **S** **SERVANT-HEARTEDNESS**: We serve our investors, industry partners, and each other with humility and generosity.
- **T** **TENACITY**: We relentlessly seek to go above and beyond, approaching our work with a healthy sense of urgency.

The information above is as of 6/30/26. The due diligence conducted does not guarantee investment performance. There is no guarantee that any offering will achieve its investment objectives including exit or aggregation strategies. Past performance does not guarantee future results.

ExchangeRight provides a vertically integrated, fully scalable real estate platform.

- Underwriting and Acquisitions
- Financing and Structuring
- Leasing and Tenant Retention
- Marketing and Dispositions
- Asset and Property Management
- Analysis and Legal
- Professional and Timely Investor Reporting
- Monthly Investor Distribution Schedule

EXCHANGERIGHT'S ASSETS UNDER MANAGEMENT



$7.5+ Billion
ASSETS STEWARDED FOR INVESTORS

1,400+ Properties
DIVERSIFIED ACROSS 47 STATES

98 Tenants
PRIMARILY INVESTMENT-GRADE

19 Industries
PRIMARILY NECESSITY-BASED RETAIL AND HEALTHCARE

EXCHANGERIGHT'S TRACK RECORD

9,000+
INVESTMENTS ENTRUSTED TO EXCHANGERIGHT BY INVESTORS FOR THE STEWARDSHIP OF THEIR WEALTH.

$2.5+ Billion
OF DISTRIBUTIONS, CAPITAL, AND GAINS RETURNED TO INVESTORS INCEPTION-TO-DATE.

8.60%
AVERAGE ANNUAL TOTAL RETURN ON ALL 34 FULL-CYCLE OFFERINGS.[1]

100%
OF ALL OFFERINGS MEETING OR EXCEEDING CASH FLOW PROJECTIONS.

Assets under management (AUM) are reflective of ExchangeRight and its affiliates. All AUM statistics are as of 6/30/26. "Investment-grade" refers to tenants whose long-term corporate debt rating is considered investment grade by Standard & Poor's, Moody's, and/or Fitch. Past performance of the Sponsor does not guarantee future results. Aggregation and liquidity objectives, timing, and results are not guaranteed. Distributions are processed from cash flow and are not guaranteed. [1] To see our full track record of full-cycle offerings, please visit: https://www.exchangeright.com/full-cycle-returns/

DISCLOSURES & FORWARD-LOOKING STATEMENTS

This offering is for accredited investors. Please read the Private Placement Memorandum in its entirety and consult your tax and/ or legal counsel before considering an investment in this offering. Past performance of the Sponsor, its Key Principals, or their previous offerings does not guarantee future results.

This Private Placement Memorandum ("PPM") is the controlling document for this offering. All potential investors in this offering must read this PPM, and no person may invest without first acknowledging receipt and review of this PPM in its entirety. ExchangeRight Income Fund d/b/a ExchangeRight Essential Income REIT is a Maryland statutory trust and is a self-administered real estate company formed on January 11, 2019. We are hereby offering Class D, Class I, Class A, and Class S common shares to prospective accredited investors (as hereinafter defined "Investors") pursuant to the terms of this PPM, including all exhibits attached hereto and any supplements (the "Memorandum").

Certain information set forth in this PPM contains targets and goals. These statements and illustrations help explain the business plan and involve known and unknown risks, uncertainties, and other factors that may cause the actual results to differ materially from what we are intending to accomplish. Given these uncertainties, you should not place undue reliance on these targets. Except for statements of historical fact, information contained herein constitutes our business strategies and intentions. These targets reflect management's reasonable assumptions provided to allow potential investors the opportunity to understand management's goals so that they may be used as one factor in evaluating the investment.

These strategies and targets are not guarantees or projections of future performance; as such, undue reliance should not be placed on them. There is no guarantee that the ExchangeRight Income Fund d/b/a ExchangeRight Essential Income REIT (the "Essential Income REIT" or "Trust" or "Investment") will be successful or that the Trustee will be successful in executing the Essential Income REIT's objectives. In the event of a market downturn, there may be lengthened illiquidity and/or disruption in performance.

This Investment relies upon the decisions of the Trustee. Prior successes by any previous investments or their principals, officers, or managers does not guarantee future performance, nor are they any guarantee of liquidity, of a shorter- or longer-term hold period, against loss, or against an interruption or reduction in income—all of which are risks of real estate and real estate investments, including this Investment. The principals of the Trustee have conflicts of interest that could impact the management of this Investment based on the needs and investment opportunities of other companies. This may lead to a conflict of interest between their various roles, including conflicts with the investors regarding decisions related to the Essential Income REIT and acquisition and management of the Essential Income REIT.

Do not invest solely based on distributions that the Essential Income REIT may be currently generating or targeting to generate. The Essential Income REIT may not acquire any or all of its targeted investments. Any distributions will depend upon the successful operation of the properties that the Essential Income REIT acquires. Returns are not guaranteed. While this Investment includes a liquidity feature, there can be no assurance that liquidity will be obtained at any point in the future or that a future liquidity event would be profitable.

The Essential Income REIT plans to utilize leverage, which may magnify the impact of any risks, including fluctuations in interest rates, which may significantly affect the returns of this Investment. Material economic disruption globally or especially in the United States could have a material impact on the value of this Investment and could significantly delay or thwart potential liquidity events. Local development may also impact property values, as is the case with all real estate and real estate investments.

Please note that every real estate investment, including this Investment, is speculative, is illiquid, has the potential for complete loss of principal, and carries downside risks due to variables such as potentially declining market values, re-leasing risk, interest rate risk, refinancing or financing risk, acts of God, and management and/or operational failures.

The photos in this PPM are representative of similar corporate-backed stores and may not be the actual locations included in the portfolio. There is no guarantee that all of the identified properties will be acquired.

"Investment-grade" refers to tenants whose long-term corporate debt rating is considered investment grade by Standard & Poor's, Moody's, and/ or Fitch. An investment- grade rating is a rating that indicates that a corporate bond has a relatively lower risk of default than a corporate bond with a speculative grade.

EXCHANGE RIGHT
REAL ESTATE

It's our passion to empower people to be secure, free, and generous.

WWW.EXCHANGERIGHT.COM
1055 E. COLORADO BLVD, SUITE 310, PASADENA, CA 91106
PHONE: (855) 31-RIGHT (855) 317-4448 | FAX: (877) 711-4047 | INFO@EXCHANGERIGHT.COM

Pictures are representative of similar corporate-backed stores in the ExchangeRight portfolio and are not actual properties included in any offering.

DESCRIPTION OF THE OFFERING

The ExchangeRight Income Fund, d/b/a the ExchangeRight Essential Income REIT ("**we**," "**our**," the "**Trust,**" the "**Essential Income REIT**" or "**our company**") is a self-administered real estate company, formed as a Maryland statutory trust on January 11, 2019. We are focused on investing in properties net-leased to recession-resilient tenants with Investment-Grade (as defined below) credit in the necessity-based retail and healthcare industries. Approximately 90% of the Essential Income REIT's annualized base rent ("**ABR**") is coming from tenants that are essential businesses as of June 30, 2026, which is defined as being (i) considered essential by applicable government authorities and (ii) remained open and operating throughout the coronavirus ("**COVID-19**") crisis (collectively, "**essential**"). Not only did many of these tenants operate profitably throughout that crisis and the recession and inflationary periods that followed, but they rose to the occasion to meet record-breaking demand for the essential goods and services that we all needed during those difficult periods. As of June 30, 2026, we have acquired a diversified portfolio of 436 properties (the "**Trust Properties**") that are leased primarily to Investment-Grade and recession-resilient tenants operating in the necessity-based retail and healthcare industries. In accordance with our aggregation strategy, we also intend to acquire properties that are managed in existing Delaware Statutory Trusts ("**DSTs**") that are invested in primarily single-tenant properties net-leased primarily to Investment-Grade tenants operating essential businesses in historically recession-resilient industries that represent over $5.6 billion in assets under management based on syndicated offering price as of June 30, 2026. This Memorandum presents the annualized base rent of the Essential Income REIT as of June 2026.

The Independent Valuation Firm prepared an independent valuation for the Trust's currently owned properties, dated June 30, 2026 (the "**Independent Valuation Firm Acquired Report**"). Our Trustee has declared a current net asset value ("**NAV**") per share of $27.63 based on the midpoint of the range of values in the Independent Valuation Firm's valuation of the Trusts' currently owned properties as of June 30, 2026, when combined with the Trust's cash, reserves, other assets and liabilities.

The ratio of the Company's Adjusted Funds From Operations ("**AFFO**") for the twelve months ended June 30, 2026 to the Company's current NAV per share resulted in an AFFO yield of 6.24% per share. The Company has an AFFO-to-distribution coverage of 103.12% since inception through June 30, 2026. Our distribution policy is to pay distributions exclusively out of our inception-to-date cash flows from operations, rather than investor equity or financing, subject only to REIT qualification requirements or to avoid incurring federal income tax. See "*Distribution Policy.*"

The Trust Properties' tenants are primarily Investment-Grade, and we focus on tenants that provide essential services, which allowed them to remain open in many cities and states where other businesses were closed due to the COVID-19 pandemic. In many instances, our tenants experienced record demand for their products and services throughout the COVID-19 crisis and in past recessions. As a result of their focus primarily on non-discretionary goods and services, many of these tenants have continued to experience record-breaking revenues following the recession created by the COVID-19 pandemic and economic lockdowns as well as in the more recent inflationary economic slowdown that has followed. The Trust Properties have a weighted average lease term of 5.3 years as of June 30, 2026, with built-in rent escalations or extension options that are intended to provide increased income and inflation protection over the hold period.

We have elected to be taxed as a real estate investment trust, or REIT, for U.S. federal income tax purposes beginning with our taxable year ended December 31, 2019, which enables us to provide favorable tax treatment to holders of our shares and to allow our non-corporate shareholders to take advantage of a tax deduction equal to twenty percent (20%) of the ordinary income dividends distributed by us during a taxable year that ends prior to January 1, 2026, as enacted pursuant to the Tax Cuts and Jobs Act of 2017 (the "**TCJA**"), as revised by the One Big Beautiful Bill Act of 2025 (the "**OBBBA**"). In 2025, 62.05% of the Essential Income REIT's 2025 distributions to investors were reported as a non-taxable return of capital for federal income tax purposes on Form 1099-DIV. The remaining 37.95% of the 2025 distributions that investors received in the Essential Income REIT were subject to federal and state income tax for 2025, with the exception of the portion of income that could be deducted from federal income taxes due to the Section 199A deduction. The Section 199A deduction for REITs further decreased the federal taxable income for 2025 with respect to ordinary dividends by an additional 20% of the 37.95% taxable portion of the distribution, resulting in over 69% of the REIT's income not being subject to current taxation between deferral and deductions in 2025. For investors with a 37% federal and 8% state income tax bracket and taking into account the Medicare Surcharge tax, this resulted in tax-equivalent yields of 9-10%+ for investors in Class D, I, A, or S shares for 2025.

The Trust is structured to provide partial liquidity to investors through redemptions on a quarterly basis of up to five percent (5%) of the Trust's issued and outstanding shares per fiscal year. Our Sponsor intends to continue to acquire properties with long-term net leases primarily to essential, recession-resilient, and investment-grade tenants across its REIT and DST platforms with the goal of growing its total net-leased assets under management to $10+ billion within the next three years. The Sponsor's aggregation strategy is intended to leverage the significant synergies between its net-leased REIT and DST platforms in order to provide stable monthly income; reduce risk and enhance value through increased diversification; expand capacity to accommodate future liquidity needs; provide ongoing tax deferral; unlock additional access to capital; and optimize estate planning benefits on behalf of investors across both REIT and DST platforms.

It is anticipated that the aggregation strategy will be enhanced by ExchangeRight's existing assets under management and the continued growth of its net lease platforms for the benefit of investors. There is no guarantee that the aggregation strategy will be executed or that it will produce enhanced liquidity or returns.

Since 2012, ExchangeRight Real Estate, LLC, a California limited liability company ("**ExchangeRight**" or the "**Sponsor**"), has been active in syndicating ownership in primarily Investment-Grade single-tenant, net-leased, necessity-based retail and healthcare assets through their Delaware Statutory Trust ("**DST**") programs that qualify for an exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (the "**Code**"). ExchangeRight and its affiliates have acquired and manage over $7.5 billion of assets, including over 1,400 properties primarily composed of single-tenant properties net-leased to Investment-Grade tenants operating in the necessity-based retail and healthcare industries. The Sponsor and its affiliates' net-leased portfolio features primarily Investment-Grade

tenants and approximately 93%+ of the net-leased portfolio's net operating income ("**NOI**") is derived from tenants that are essential as of June 30, 2026. The portfolio totals over 30 million square feet and is diversified across 98 national tenants, 19 recession-resilient industry segments, 917 distinct markets, and 47 different states as of June 30, 2026. The portfolio also benefits from significant lease and debt laddering that avoids significant concentrations of rollover in any one year. ExchangeRight is the sole member of the Trustee, the Asset Manager, and the Property Manager (as defined below) for the Trust. The managing members of ExchangeRight are Joshua Ungerecht, David Fisher, and Warren Thomas (the "**Key Principals**").

The Sponsor, its Key Principals, or their affiliates have acquired over $19,000,000 of Class I shares and OP Units offered on the same terms as was presented to shareholders and unitholders at the time of acquisition. As of June 30, 2026, there was up to $1.185 billion of common shares available for future issuance in the Private Offering, before selling commissions and expenses after calculating capital raise from other sources and issuance of Operating Partnership units. The Company intends to continue selling common shares in the Private Offering on a monthly basis.

We are hereby offering pursuant to the terms of this confidential private placement memorandum, including all exhibits attached hereto and any supplements (collectively, the "**Memorandum**"), a maximum of $2,165,000,000 of Class A common shares, Class I common shares, Class S common shares, and Class D common shares of beneficial interest, par value $0.01 per share (the "**common shares**" or the "**shares**" or the "**Private Offering**"). ExchangeRight Income Fund Trustee, LLC, a Delaware limited liability company ("**Trustee**"), may adjust the offering price on a quarterly basis in its discretion based on changes to the NAV. Such offering price adjustment may be announced in conjunction with the quarterly NAV and would become effective as of the date of declaration and would result in an update to these offering materials. In addition, the Trustee may increase the maximum aggregate amount of this offering, in its sole discretion, to acquire additional properties consistent with our investment objectives, which are intended to include properties owned or controlled by ExchangeRight to take advantage of ExchangeRight's diversification and scale as well as its aggregation strategy. Our Trustee may expand the offering to achieve those objectives if such an expansion would result in a projected NAV per share (determined using the same principles that have previously been used to determine the Projected Trust NAV) that is equivalent to or at a premium to the then-current NAV per share of the Trust based in part on an independent real estate valuation from the Independent Valuation Firm, or a successor independent appraiser. We will offer the shares, from time to time, on a continuous basis; however, we may suspend or terminate this offering at any time. The Trust has not set a minimum offering amount for this offering. All proceeds from the sale of shares will be delivered directly to the Trust's operating account and be available for immediate use by the Trust at its discretion. See "*Estimated Use of Proceeds*."

The Trust will have a perpetual life and has registered its common shares of beneficial interest under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). That registration became effective on June 26, 2023 and the Trust is now subject to requirements to file annual, quarterly and periodic reports with the Securities and Exchange Commission (the "SEC"). The Trust does not currently intend to apply to list its common shares on any securities exchange as a result of this initial registration and, as a result, the registration of the common shares under the Exchange Act is not anticipated to create a public market for the shares at this time.

An investment in our shares involves a high degree of risk. You should purchase these securities only if you can afford a complete loss of your investment. See "*Risk Factors*" for a description of the principal risks you should consider before buying our shares.

Neither the Securities and Exchange Commission nor any state securities regulator has approved or disapproved our shares, nor determined if this Memorandum is truthful or complete or passed on or endorsed the merits or demerits of this offering. Any representation to the contrary is a criminal offense.

We are not making any predictions, written or oral, as to the amount or certainty of any future benefit or tax consequence that may flow from an investment in these securities. All proceeds from this offering will be held in trust until subscriptions are accepted and funds are released.

	Price to Investors	Selling Commissions[2]	Dealer Manager Fee	Net Proceeds[3] (Before Expenses)
Class D Shares, Per Share[1][4]	$27.63	$0	$0	**$27.63**
Class I Shares, Per Share[1][4]	$27.63	$0	$0	**$27.63**
Class A Shares, Per Share[1][4]	$29.38	$1.75	$0	**$27.63**
Class S Shares, Per Share[1][4]	$28.63	$1.00	$0	**$27.63**
Total Maximum[1] [5]	**$2,206,706,758**	**$41,706,758**	**$0**	**$2,165,000,000**

(1) The Sponsor, its Key Principals, or their affiliates have acquired over $19,000,000 of the Class I shares and OP Units offered on the same terms as was presented to shareholders and unitholders at the time of acquisition. We reserve the right to withdraw, cancel or modify the offering at any time in our sole discretion. We have the right to accept or reject subscriptions, in whole or in part, and/or limit the amount to be purchased by any investor in our sole discretion.

(2) Offers and sales of shares will be made on a "best efforts" basis by broker-dealers ("**Broker-Dealers**") who are members of the Financial Industry Regulatory Authority, the regulatory organization for securities brokers and dealers that was created through the consolidation of the National Association of Securities Dealers, Inc. and the member regulation, enforcement and arbitration functions of the New York Stock Exchange ("**FINRA**"). The four share classes have different minimum investment amounts, selling commissions and ongoing fees. We are offering to sell any combination of Class D, Class I, Class A, and Class S shares with a dollar value up to the maximum offering amount. The following fees will be paid from the gross offering price of shares sold in this offering, except where otherwise noted. For Class D and I shares, ExchangeRight Securities, LLC ("**ERS**"), a FINRA-member Broker-Dealer and an Affiliate of the Sponsor, may act as the Broker-Dealer of record for investors of RIAs and may receive a fee of 0.25% of the gross offering price from the Sponsor in consideration for this role; this fee will be paid directly by the Sponsor and will not be reimbursed by the Trust or paid from offering proceeds. For Class A shares, the Trust will pay (i) selling commissions of up to 6.00% of the gross offering price ("**Selling Commissions**") to participating Broker-Dealers; (ii) a nonaccountable marketing and due diligence allowance of up to 1.25% of the gross offering price of shares sold in this offering to the Broker-Dealers; and (iii) 0.50% of the gross offering price to ERS to oversee the sale of the Sponsor's offerings. Any portion of this 0.50% not paid to ERS may be retained by the Sponsor on a nonaccountable basis, up to half of which may be reallowed to Broker-Dealers at ERS's discretion (collectively, the "**Selling Commissions and Expenses**"). In addition, the Sponsor has agreed to pay a portion of the Selling Commissions and Expenses in an amount up to approximately 1.80% of the gross offering price of shares sold in this offering. Our Sponsor has agreed that under no circumstances may proceeds from this offering be used to pay the Sponsor support reimbursement. As a result, the aggregate amount of the Selling Commissions and Expenses paid by the Trust will not exceed 5.95% of the maximum offering amount. For Class D shares, there are no upfront Selling Commissions or upfront fees paid by the Trust; however, ERS may receive an ongoing fee of 0.25% per annum of the initial subscription price ("**Dealer Manager Fee**") from declared distributions, not from offering proceeds, to reimburse the Sponsor for its costs associated with providing shareholders and their Registered Investment Advisors or Representatives with access to various custodians and/or platforms. Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the investor. For Class S shares, the Trust will pay Selling Commissions of up to 3.50% of the gross offering price to Broker-Dealers. In addition, each shareholder subscribing for Class S shares shall directly pay their respective Broker-Dealer 0.60% per annum of the initial subscription price for the Class S shares for their financial advisor or registered representative and 0.25% to ERS as the Managing Broker-Dealer. Such 0.25% per annum shall be utilized by ERS to reimburse the Sponsor for its costs associated with providing a shareholder and its Broker-Dealer with access to various custodians and/or platforms. Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the Broker-Dealers. The total of such fees paid to the Broker-Dealer will not exceed 0.85% per annum of the initial subscription price of such shares (the "**Stockholder Servicing Fee**"). The stockholder servicing fee may be other amounts, provided that the sum of such fees will not exceed the 0.85% per annum of the initial subscription price of such shares. The Stockholder Servicing Fee shall only be payable directly to the Broker-Dealers through distributions declared by the Trust, and shall not be accrued or impact shareholder equity. As a result, the Class S shares are anticipated to have the same NAV as the Trust's other share classes. In the event the Trust does not declare a distribution or if such distribution is not sufficient to cover the Stockholder Servicing Fee, then no such Stockholder Servicing Fee shall be paid to the Broker-Dealer

in that current period. We will cease paying the Stockholder Servicing Fee to the shareholder's Broker-Dealer of record with respect to any Class S share held in a shareholder's account upon the sooner of 1) a redemption of the Class S share by the shareholder or 2) at the end of the month in which we determine that total upfront Selling Commissions and Expenses and Stockholder Servicing Fees paid to the shareholder's Broker-Dealer of record with respect to the shares held by such shareholder within such account would exceed, in the aggregate, 8.75% of the gross proceeds from the sale of such shares. At the end of such month, such Class S share will convert into a number of Class D shares (including any fractional shares) with an equivalent aggregate NAV for any such share. Although we cannot predict the length of time over which the stockholder servicing fee will be paid, this fee would be paid with respect to a Class S share over approximately 6.18 – 8.75 years from the date of purchase, assuming payment of the full upfront selling commissions and consistent payment of the Stockholder Servicing Fee. The Sponsor may pay higher marketing and due diligence allowances for certain Broker-Dealers, which Broker-Dealers would accept reduced Selling Commissions on a pro rata basis. The Sponsor may, at its sole discretion, pay up to an additional 1.50% in commissions to Broker-Dealers, which will be paid by the Sponsor and will not be reimbursed by the Trust or paid out of offering proceeds. The Sponsor may pay reduced Selling Commissions and Expenses or waive such sums with respect to shares purchased by Affiliates and other persons. See "*Estimated Use of Proceeds*" and "*Plan of Distribution*."

(3) Amounts shown above are prior to the Sponsor being reimbursed on a nonaccountable basis for out-of-pocket expenses incurred in connection with the offering and the organization of the Trust in an amount equal to 1% of the net proceeds to the Trust of the offering. These include, but are not limited to, fees related to entity formation, legal and accounting fees, marketing expenses, and other costs and expenses directly related to the offering and organization of the Trust, all of which are being initially paid by the Sponsor or its affiliates ("**Organizational and Offering Costs**"). The Sponsor will be responsible for any such fees in excess of this amount and will be entitled to retain any unused funds on a nonaccountable basis.

(4) The minimum purchase for Class D shares, Class A shares, and Class S shares is $25,000. The minimum purchase for Class I shares is $25,000,000, provided that the minimum investment amount may be reduced by the Trustee in its sole discretion. The offering price per share may change in future quarters at the sole discretion of the Trustee. Such offering price adjustment may be announced in conjunction with the quarterly NAV and would become effective as of the date of declaration. The Trustee reserves the right to reduce the minimum purchase and/or offer fractional shares for selected investors in its sole discretion.

(5) This offering is for a maximum of $2,165,000,000 of shares, net of selling commissions. The table assumes that all shares are sold in the offering, with 25% of the gross offering proceeds from the sale of Class D shares, 35% of the gross offering proceeds from the sale of Class I shares, 20% of the gross offering proceeds from the sale of Class A shares, and 20% of the gross offering proceeds from the sale of Class S shares. The number of shares of each class sold and the relative proportions in which the classes of shares are sold are uncertain and may differ significantly from this assumption As of June 30, 2026, there was up to $1.185 billion of Common Shares available for future issuance in the Private Offering, before selling commissions and expenses after calculating capital raise from other sources and issuance of Operating Partnership units. The Company intends to continue selling Common Shares in the Private Offering on a monthly basis. Our Trustee may increase the maximum aggregate amount of this offering, in its sole discretion, to acquire additional properties consistent with our investment objectives, which are intended to include properties owned or controlled by ExchangeRight to take advantage of ExchangeRight's diversification and scale as well as its aggregation strategy. Our Trustee may expand the offering to achieve those objectives if such an expansion would result in a projected NAV per share (determined using the same principles as used to determine the Projected Trust NAV (as defined below)) that is equivalent to or at a premium to the then-current NAV per share of the Trust based in part on an independent real estate valuation from the Independent Valuation Firm, or a successor independent appraiser.

This Memorandum is dated July 30, 2026

Summary Risk Factors

An investment in our securities involves risks. You should consider carefully the risks discussed below and described more fully along with other risks under "*Risk Factors*" in this Memorandum before investing in our securities.

- Past performance of ExchangeRight or the Identified Trust Properties may not be indicative of future performance of an investment in the Trust.

- We expect to issue a substantial number of OP Units in order to acquire certain Identified Trust Properties and are also simultaneously offering other share classes for investment, which could result in a reduction of the amount of shares available for issuance in this offering.

- Illiquidity of real estate investments and restrictions imposed by the Code could significantly impede our ability to respond to adverse changes in the performance of our properties.

- We have a limited operating history. There is no assurance that we will achieve our investment objectives.

- This investment has limited liquidity. No public market currently exists, and one may never exist, for our shares. You should consider an investment in our shares a long-term investment. If we do not implement additional liquidity measures, you may suffer losses on your investment, or your shares may continue to have limited liquidity.

- We depend on key personnel, and the loss of any key personnel could adversely affect us.

- Although we intend to acquire the Identified Trust Properties, if the timing of the funds raised through this offering does not allow us to acquire all of the Identified Trust Properties, our ability to achieve our targeted returns and the value of your investment will depend on our ability to identify suitable replacement properties that meet our investment objectives.

- We may not be able to identify or acquire additional properties in addition to the Identified Trust Properties, and our ability to continue to grow our business depends on our ability to identify suitable additional properties that meet our investment objectives.

- In the event we are not able to raise any additional capital in the near term, we may have difficulty acquiring all of the Identified Trust Properties, or other properties consistent with our investment objective, and our ability to achieve our investment objectives, including diversification of our portfolio by property type and location, could be adversely affected.

- We may be unable to complete the acquisitions of all of the Identified Trust Properties, including the properties included in the Identified Trust Properties that we do not currently own.

- The value of the Identified Trust Properties may fluctuate before we can complete the purchase of any or all of those properties, including the properties included in the Identified Trust Properties that we do not currently own.

- For any acquisitions that may be made in addition to the Identified Trust Properties, we intend to primarily acquire the properties from the ExchangeRight DST portfolios of net-leased assets listed in this Memorandum. We also intend to follow the acquisition criteria outlined in this Memorandum for any properties that we acquire outside of ExchangeRight's DST net-leased portfolios. See "*Overview of Our Company and Its Business.*" for a more detailed discussion of the types of properties we intend to acquire. There are risks in us acquiring properties other than, or in addition to, the Identified Trust Properties, as you will not have an opportunity to evaluate these properties for yourself.

- The actual value of your investment may be less favorable than we have disclosed in this Memorandum.

- Our business depends on our tenants successfully operating their businesses on real estate we own, and their failure to do so could materially and adversely affect our business. Defaults by our tenants, as a result of

bankruptcy or otherwise, could adversely affect us. Vacancies at our properties or at the Identified Trust Properties that we do not currently own could also materially and adversely impact real estate valuations and our business.

- The four largest tenants of the Trust, Walgreens, Dollar General, Tractor Supply, and Hobby Lobby, represent 18.8%, 15.3%, 9.1%, and 6.3% respectively, and collectively represent approximately 49.5% of the current in-place net rents as of June 30, 2026.

- We are subject to risks related to commercial real estate ownership that could reduce the value of our properties.

- We may be unable to renew or re-lease expiring leases on favorable terms or at all.

- We could be adversely affected if we fail to have access to capital on favorable terms.

- Uncertainties surrounding current economic conditions including, but not limited to, increasing interest rates and inflation and market volatility, which, among other things, could impact our ability to refinance debt, which could adversely affect us.

- Certain ExchangeRight DST Properties are subject to debt, the terms of which include lender-favorable mechanisms in certain events such as cash flow sweeps and debt service coverage ratio requirements, and with which compliance may be beyond our control.

- Our revenues and expenses are not directly correlated, and because a large percentage of our expenses are fixed, we may not be able to lower our cost structure to offset declines in our revenue.

- Making secured, bridge and other loans subjects us to credit risk and could adversely affect us.

- Our Trustee may change our investment objectives and certain investment policies without shareholder approval. Although you will be provided with information about our investments after the investments have been made, you will be unable to evaluate the economic merit of future investments, including how the proceeds from this offering will be invested.

- Our Trustee can cause us to engage in certain business combination transactions, including with an affiliate of ExchangeRight, without common shareholder approval, so long as the consideration to be received by our common shareholders consists of common equity securities of the surviving REIT at an exchange ratio based on the respective NAVs of the parties to the merger, which may be adjusted for transaction costs.

- Our Trustee may be removed only under limited circumstances and you may not be able to vote to elect a replacement trustee.

- The amount of our distributions, if any, is uncertain.

- If we fail to continue to qualify as a REIT for federal tax purposes, cash available for distributions to be paid to you and the Trust's tax-equivalent return could decrease materially.

- Limitations on share ownership, and limitations on the ability of our shareholders to effect a change in control of us, restrict the transferability of our shares and may prevent takeovers that are beneficial to our shareholders.

- We would incur adverse tax consequences if we fail to continue to qualify as a REIT.

Before you invest in us, you should carefully read and consider the more detailed "*Risk Factors*" section of this Memorandum.

GENERAL NOTICES

THE SECURITIES OF EXCHANGERIGHT ESSENTIAL INCOME REIT ("WE," THE "TRUST," OR "ISSUER") DESCRIBED IN THIS MEMORANDUM ARE OFFERED ONLY TO "ACCREDITED INVESTORS" PURSUANT TO SECTION 4(a)(2) THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND THE NON-EXCLUSIVE SAFE-HARBOR PROVIDED BY RULE 506(c) OF REGULATION D PROMULGATED THEREUNDER. AS A RESULT, GENERAL ADVERTISING AND GENERAL SOLICITATION IS PERMITTED IN CONNECTION WITH THE SALE OF SHARES.

THE SECURITIES ARE SPECULATIVE AND INVOLVE A SUBSTANTIAL RISK OF LOSS, INCLUDING THE POSSIBILITY OF THE TOTAL LOSS OF AN INVESTMENT THEREIN. CONSEQUENTLY, THEY ARE AVAILABLE ONLY TO PERSONS WILLING AND ABLE TO BEAR SUCH RISK. SEE "RISK FACTORS." A PROSPECTIVE INVESTOR SHOULD CAREFULLY READ THIS MEMORANDUM TO EVALUATE THE RISKS INVOLVED IN LIGHT OF ITS INVESTMENT OBJECTIVES AND FINANCIAL RESOURCES.

THE SECURITIES ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF ANY BANK OR OTHER FINANCIAL INSTITUTION, AND ARE NOT GUARANTEED BY ANY BANK OR OTHER FINANCIAL INSTITUTION. THE SECURITIES ARE NOT INSURED OR GUARANTEED BY THE UNITED STATES FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY. THE SECURITIES ARE SUBJECT TO INVESTMENT RISKS, INCLUDING THE POSSIBLE LOSS OF THE AMOUNT INVESTED.

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. ACCORDINGLY, THE TRUST IS NOT REQUIRED TO DELIVER A DISCLOSURE DOCUMENT AND AUDITED ANNUAL REPORT TO THE PARTICIPANTS IN THE TRUST. THE TRUST WILL, HOWEVER, DELIVER THIS MEMORANDUM AND ANY REPORTS DESCRIBED HEREIN.

THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. IN ADDITION, THE OWNERSHIP AND TRANSFER OF THE SECURITIES ARE RESTRICTED AS SET FORTH IN THIS MEMORANDUM (SEE "DESCRIPTION OF SHARES—RESTRICTIONS ON OWNERSHIP AND TRANSFER"). INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF AN INVESTMENT IN SECURITIES FOR AN INDEFINITE PERIOD OF TIME.

NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALES MADE HEREUNDER WILL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE MATTERS DISCUSSED HEREIN SINCE THE DATE HEREOF.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS UNLAWFUL.

THIS MEMORANDUM CONSTITUTES AN OFFER ONLY IF THE NAME OF AN OFFEREE APPEARS IN THE APPROPRIATE SPACE PROVIDED ON THE COVER PAGE OF THIS MEMORANDUM AND ONLY IF DELIVERY OF THIS MEMORANDUM IS PROPERLY AUTHORIZED BY THE TRUST OR AN APPROVED DEALER MANAGER.

THIS MEMORANDUM HAS BEEN PREPARED BY THE TRUST SOLELY FOR THE BENEFIT OF PERSONS INTERESTED IN THE PROPOSED SALE OF SECURITIES, AND ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE TRUST IS PROHIBITED. ANY CONTRARY ACTION MAY PLACE THE PERSON OR PERSONS TAKING SUCH ACTION IN VIOLATION OF STATE AND U.S. FEDERAL SECURITIES LAWS. THE OFFEREE AGREES TO RETURN THIS MEMORANDUM TO THE TRUST UPON REQUEST.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, A PROSPECTIVE INVESTOR (AND EACH EMPLOYEE, REPRESENTATIVE, OR OTHER AGENT OF A PROSPECTIVE INVESTOR) MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE TAX TREATMENT AND TAX STRUCTURE OF THE TRANSACTIONS DESCRIBED IN THIS MEMORANDUM AND ALL MATERIALS OF ANY KIND THAT ARE PROVIDED TO THE PROSPECTIVE INVESTOR RELATING TO SUCH TAX TREATMENT AND TAX STRUCTURE (AS SUCH TERMS ARE DEFINED IN TREASURY REGULATION SECTION 1.6011-4). THIS AUTHORIZATION OF TAX DISCLOSURE IS RETROACTIVELY EFFECTIVE TO THE COMMENCEMENT OF DISCUSSIONS WITH PROSPECTIVE INVESTORS.

DURING THE COURSE OF THIS OFFERING AND PRIOR TO SALE, EACH OFFEREE OF SECURITIES AND ITS OFFEREE REPRESENTATIVE(S), IF ANY, ARE INVITED TO QUESTION REPRESENTATIVES OF THE TRUST CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ADDITIONAL INFORMATION, TO THE EXTENT THE TRUST HAS SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EXPENSE OR EFFORT, CONCERNING THIS OFFERING OR TO VERIFY THE ACCURACY OF INFORMATION CONTAINED IN THIS MEMORANDUM. SUBJECT TO THE FOREGOING, ANY REPRESENTATION OR INFORMATION NOT CONTAINED HEREIN MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE TRUST OR ITS TRUSTEE SINCE NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY SUCH REPRESENTATIONS OR TO PROVIDE ANY SUCH INFORMATION. INQUIRIES SHOULD BE DIRECTED TO THE TRUST, ATTN: INVESTOR RELATIONS, 9215 NORTHPARK DRIVE, JOHNSTON, IA 50131, AND ITS TELEPHONE NUMBER IS 855-379-8172.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH PROFESSIONAL ADVISERS AS TO THE LEGAL, TAX, ACCOUNTING AND RELATED CONSEQUENCES OF AN INVESTMENT IN THE TRUST AND AS TO THE SUITABILITY OF AN INVESTMENT IN THE TRUST IN LIGHT OF SUCH INVESTOR'S INDIVIDUAL CIRCUMSTANCES.

EXCEPT AS EXPRESSLY CONTEMPLATED BY THIS MEMORANDUM, NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN AS CONTAINED HEREIN IN CONNECTION WITH THE MATTERS DESCRIBED HEREIN, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.

THIS MEMORANDUM CONTAINS A FAIR SUMMARY OF THE MATERIAL TERMS OF THE INFORMATION PURPORTED TO BE SUMMARIZED HEREIN. HOWEVER, THIS IS A SUMMARY ONLY AND DOES NOT PURPORT TO BE COMPLETE. ACCORDINGLY, REFERENCE IS MADE TO THE DECLARATION OF TRUST (AS DEFINED BELOW) AND THE BYLAWS OF THE TRUST, AND THE OTHER AGREEMENTS, DOCUMENTS, STATUTES, AND REGULATIONS REFERRED TO HEREIN FOR THE EXACT TERMS OF SUCH DECLARATION OF TRUST, BYLAWS, OTHER AGREEMENTS, DOCUMENTS, STATUTES AND REGULATIONS. CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE MEANINGS ASCRIBED TO THEM IN THE DECLARATION OF TRUST.

U.S. STATE SECURITIES LAW LEGENDS

FOR RESIDENTS OF ALL STATES

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE 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 THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT,

AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR CONNECTICUT RESIDENTS: THE SHARES HAVE NOT BEEN REGISTERED UNDER THE CONNECTICUT SECURITIES LAW. THE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND SALE.

FOR FLORIDA RESIDENTS: THE SHARES HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. IF SALES ARE MADE TO FIVE (5) OR MORE INVESTORS IN FLORIDA, ANY FLORIDA INVESTOR MAY VOID ITS PURCHASE WITHIN A PERIOD OF THREE (3) DAYS AFTER THE FIRST PAYMENT OF CONSIDERATION TO THE COMPANY, AN AGENT OF THE COMPANY OR AN ESCROW AGENT OF THE COMPANY. TO ACCOMPLISH THIS, IT IS SUFFICIENT FOR A FLORIDA INVESTOR TO SEND A LETTER OR TELEGRAM TO THE COMPANY WITHIN A THREE(3) DAY PERIOD, STATING THAT THE INVESTOR IS VOIDING AND RESCINDING ITS PURCHASE. IF AN INVESTOR SENDS A LETTER, IT IS PRUDENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT THE LETTER IS RECEIVED AND TO EVIDENCE THE TIME OF MAILING.

FOR GEORGIA RESIDENTS: THE SHARES HAVE NOT BEEN REGISTERED UNDER THE GEORGIA UNIFORM SECURITIES ACT OF 2008, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

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SUITABILITY STANDARDS

The Securities Act, the rules and regulations promulgated thereunder by the Commission, and certain state laws and regulations impose limitations on the persons who may participate in the Trust and from whom subscriptions may be accepted. The Company is relying on the exemption from requirements to register as an investment company provided by Section 3(c)(5)(C)[1] of the Investment Company Act of 1940, as amended (the "**Investment Company Act**"). In this regard, the Trust is required to take reasonable steps to verify that purchasers of shares are "Accredited Investors" using various verification methods as permitted under the rules of the Securities and Exchange Commission. Accordingly, the Trust is offering and selling its shares to investors who qualify and have been verified by the Trust as "Accredited Investors."

An "**Accredited Investor**" is defined in general as:

(i) A natural person, that (i) has an individual net worth, or joint net worth with the investor's spouse, not including the value of the investor's primary residence, of more than $1,000,000; or (ii) has individual income in excess of $200,000, or joint income with the investor's spouse in excess of $300,000, in each of the two most recent years and the investor has a reasonable expectation of reaching the same income level in the current year; or (iii) holds one of the following licenses: (A) Licensed General Securities Representative (Series 7); (B) Licensed Investment Adviser Representative (Series 65); or (C) Licensed Private Securities Offerings Representative (Series 82); or (iv) holds another professional certification, designation or credential from an accredited educational institution that the SEC designates as qualifying for Accredited Investor status;

(ii) A trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the shares, whose purchase is directed by a "sophisticated" person;

(iii) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the shares, with total assets in excess of $5,000,000;

(iv) An entity in which all of the equity owners are Accredited Investors;

(v) A bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Securities and Exchange Commission under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act; any 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, if such plan has total assets in excess of $5,000,000; any 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, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(vi) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(vii) A director, executive officer, or general partner of the issuer of the shares being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(viii) An entity, of a type not listed above, not formed for the specific purpose of acquiring the shares offered, owning investments in excess of $5,000,000;

(ix) A "family office," as defined in Rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)–1): (i) with assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the shares 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; or

(x) A "family client," as defined in Rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)–1)), of a family office meeting the requirements in the immediately preceding paragraph and whose prospective investment in the Issuer is directed by such family office pursuant to the immediately preceding paragraph.

The Trust's subscription agreements for the sale of shares will contain representations and restrictions on transfer designed to ensure that the conditions of these provisions will be met. No transfer of shares may be effected unless the transferee executes a subscription agreement and meets these suitability standards.

Restrictions Imposed by the USA PATRIOT Act and Related Acts

In accordance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, the shares offered hereby may not be offered, sold, transferred or delivered, directly or indirectly, to any unacceptable investor, which means anyone who is:

- a "designated national," "specially designated national," "specially designated terrorist," "specially designated global terrorist," "foreign terrorist organization," or "blocked person" within the definitions set forth in the Foreign Assets Control Regulations of the U.S. Treasury Department;

- acting on behalf of, or an entity owned or controlled by, any government against whom the United States maintains economic sanctions or embargoes under the Regulations of the U.S. Treasury Department;

- within the scope of Executive Order 13224—Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001;

- a person or entity subject to additional restrictions imposed by any of the following statutes or regulations and executive orders issued thereunder: the Trading with the Enemy Act, the National Emergencies Act, the Antiterrorism and Effective Death Penalty Act of 1996, the International Emergency Economic Powers Act, the United Nations Participation Act, the International Security and Development Cooperation Act, the Nuclear Proliferation Prevention Act of 1994, the Foreign Narcotics Kingpin Designation Act, the Iran and Libya Sanctions Act of 1996, the Cuban Democracy Act, the Cuban Liberty and Democratic Solidarity Act and the Foreign Operations, Export Financing and Related Programs Appropriations Act or any other law of similar import as to any non-U.S. country, as each such act or law has been or may be amended, adjusted, modified or reviewed from time to time;

- designated or blocked, associated or involved in terrorism, or subject to restrictions under laws; or

- regulations or executive orders as may apply in the future similar to those set forth above.

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EXHIBITS:

A - FORM OF SUBSCRIPTION DOCUMENTS
B - DECLARATION OF TRUST
C - BYLAWS
D - OPERATING PARTNERSHIP AGREEMENT
E - SUPPORTING FINANCIAL DATA
F - VALUATION REPORT
G - REVOLVING SECURED LINE OF CREDIT AGREEMENT
H - FORM OF SHARE REPURCHASE AUTHORIZATION

EXPLANATORY NOTES

Unless the context requires otherwise, references in this Memorandum to (i) "**we,**" "**us,**" "**our,**" the "**Trust,**" the "**Essential Income REIT**" or "**our company**" refer to ExchangeRight Essential Income REIT, together with its subsidiaries, including ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership of which we are the sole general partner, together with its subsidiaries, (ii) our "**Operating Partnership**" refers to ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership of which we are the sole general partner, together with its subsidiaries, (iii) "**Trustee**" refers to ExchangeRight Income Fund Trustee, LLC, a Delaware limited liability company that is the sole member of our board of trustees, and "**ExchangeRight**" or "**Sponsor**" refers to ExchangeRight Real Estate, LLC, a California limited liability company and our sponsor, together with its subsidiaries.

In this Memorandum, "**essential**" means a business that is (i) considered essential by applicable government authorities and (ii) open and operating throughout the COVID-19 crisis.

The Independent Valuation Firm prepared an independent valuation of 984 primarily single-tenant, net-leased properties, leased primarily to Investment-Grade tenants ("**Identified Trust Properties**") dated January 1, 2026 ("**Identified Report**"), which resulted in a Projected Trust NAV ("**Projected Trust NAV**") per share, as determined by the Trustee, that was in excess of the then current NAV per share. The Trustee may increase the maximum aggregate amount of this offering, in its sole discretion, to acquire additional properties consistent with our investment objectives, which are intended to include properties owned or controlled by ExchangeRight to take advantage of ExchangeRight's diversification and scale as well as its aggregation strategy. Our Trustee may expand the offering to achieve those objectives if such an expansion would result in a projected NAV per share (determined using the same principles that have previously been used to determine the Projected Trust NAV) that is equivalent to or at a premium to the then-current NAV per share of the Trust based in part on an independent real estate valuation from the Independent Valuation Firm, or a successor independent appraiser.

Statement Regarding Industry and Market Data

Any market or industry data contained in this Memorandum is based on a variety of sources, including internal data and estimates, independent industry publications, government publications, reports by market research firms or other published independent sources. Industry publications and other published sources generally state that the information they contain has been obtained from third-party sources believed to be reliable. Our internal data and estimates are based upon our analysis of our target markets and the properties in which we invest, as well as information obtained from trade and business organizations and other industry participants without independent verification.

Declaration of Trust and Description of Shares

All discussions regarding our Declaration of Trust and the description of our outstanding shares of beneficial interest are based on the Amended and Restated Declaration of Trust attached hereto as Exhibit B (the "**Declaration of Trust**") and the Bylaws of the Trust attached hereto as Exhibit C, each as anticipated to be in effect as of the date any subscription is accepted pursuant to this offering.

Non-GAAP Measures

The Company makes reference and includes various non-GAAP measures in evaluating its performance on an ongoing basis. These metrics include ABR, Funds From Operations ("**FFO**"), AFFO, AFFO Yield per Share, AFFO Distribution Coverage Ratio, Leverage Ratio, EBITDAre and Adjusted EBITDAre, and Cash Interest Coverage Ratio. The Company believes these measures are useful to management, investors, and other interested parties in analyzing the Company.

ABR is calculated as the aggregate, annualized contractual minimum rent for all occupied spaces. Tenant concessions and abatements are reflected in this measure. Furthermore, from time to time, a limited number of short-term (generally one to three months) free rent concessions may be provided to tenants prior to initial occupancy or upon a renewal extension. The Company believes ABR is useful to management, investors, and other interested parties in analyzing concentrations and leasing activity.

FFO is a widely recognized supplemental non-GAAP measure utilized to evaluate the financial performance of a REIT. The Company presents FFO in accordance with the definition adopted by the National Association of Real Estate

Investment Trusts ("**NAREIT**"). NAREIT generally defines FFO as net income (determined in accordance with GAAP), excluding gains (losses) from sales of real estate properties, impairment write-downs on real estate properties directly attributable to decreases in the value of depreciable real estate, plus real estate related depreciation and amortization, and adjustments for partnerships and joint ventures to reflect FFO on the same basis. The Company considers FFO to be an appropriate measure of its financial performance because it captures features particular to real estate performance by recognizing that real estate generally appreciates over time or maintains residual value to a much greater extent than other depreciable assets.

The Company also considers AFFO to be an additional meaningful financial measure of financial performance as it provides supplemental information concerning our operating performance, exclusive of certain non-cash items and other costs. The Company believes AFFO further assists in comparing the Company's performance across reporting periods on a consistent basis by excluding such items.

FFO and AFFO should be reviewed with net income (loss) attributable to common shareholders, the most directly comparable GAAP financial measure, when trying to understand the Company's operating performance. FFO and AFFO do not represent cash generated from operating activities and should not be considered as an alternative to net income (loss) attributable to common shareholders or to cash flow from operating activities. The Company's computations of FFO and AFFO may differ from the computations utilized by other REITs and, accordingly, may not be comparable to such REITs.

The Company also considers the AFFO Yield that is generated per share as measured by its share price or NAV as a meaningful measure that demonstrates the historical operating performance of the Company's most recent twelve-month period of operations on a per share basis. The Company believes this measure is helpful in assisting the Company evaluate how its performance compares to its current and historical distribution targets, among other factors.

The Company also considers its AFFO Distribution Coverage Ratio which is measured as the amount of AFFO over the actual distributions declared to be a meaningful measure in evaluating a Company's operating performance in conjunction with the distributions it is declaring. AFFO does not represent cash generated from operating activities and should not be considered as an alternative to net income (loss) attributable to common shareholders or to cash flow from operating activities.

The Company also considers its Leverage Ratio to be a meaningful financial measure as it provides supplemental information concerning our use of leverage. This calculation is measured as our total debt compared to our total assets as adjusted for the fair market value of our real estate investments as determined using the midpoint of the valuation performed by our independent valuation firm.

The Company also considers its Cash Interest Coverage Ratio to be an additional meaningful financial measure as it provides supplemental information concerning our ability to meet financial obligations, namely our ability to meet current debt obligations from operations.

A component of this calculation is EBITDAre which is defined by NAREIT to mean net income computed in accordance with GAAP, plus interest expense, income tax expense, depreciation and amortization, any gains (or losses) from sales of real estate assets and/or changes in control, any impairment charges on depreciable real estate assets, and after adjustments for unconsolidated partnerships and joint ventures. The Company considers the non-GAAP measure of EBITDAre to be a key supplemental measure of the Company's performance and should be considered along with, but not as an alternative to, net income or loss as a measure of the Company's operating performance. The Company considers EBITDAre a key supplemental measure of the Company's operating performance because it provides an additional supplemental measure of the Company's performance and operating cash flow that is widely recognized within the industry and by investors. The Company's calculation of EBITDAre may not be comparable to EBITDAre reported by other REITs that interpret the NAREIT definition differently than the Company.

The Company also considers Adjusted EBITDAre to be an additional meaningful financial measure of financial performance as it provides supplemental information concerning our operating performance, exclusive of certain non-cash items and other costs. The Company believes Adjusted EBITDAre further assists in comparing the Company's performance across reporting periods on a consistent basis by excluding such items when compared to EBITDAre.

Reconciliation of Net income (loss) to FFO and AFFO per diluted common share

A reconciliation of net income (loss) attributable to common shareholders to FFO and AFFO since inception through June 30, 2026 is as follows:

	Inception- to-Date Through June 30, 2026
Net income (loss) attributable to common shareholders	$ 11,460,000
Depreciation and amortization	203,620,000
Gain on sales	(13,162,000)
Provision for impairment	5,108,000
Net income (loss) attributable to noncontrolling interests	4,436,000
FFO applicable to diluted common shares	211,462,000
Adjustments:	
Straight-line rent adjustments	(4,481,000)
Above/below market lease amortization, net	(12,687,000)
Amortization of deferred financing costs	2,959,000
Above/below market debt amortization, net	15,326,000
Straight-line ground rent adjustments	727,000
Amortization of tax incentive financing arrangement	614,000
Other non-recurring expense	548,000
AFFO applicable to diluted common shares	$ 214,468,000

Calculation of Inception-to-date AFFO Distribution Coverage Ratio

A reconciliation of the Company's AFFO distribution coverage ratio since inception is as follows:

	Total
AFFO applicable to diluted common shares	$ 214,468,000
Declared distributions	
Common shares	$ 139,007,000
OP Units	68,973,000
Total declared distributions	$ 207,980,000
AFFO in excess of distributions	$ 6,488,000
AFFO Distribution Coverage Ratio	103.12%

Calculation of Leverage Ratio as of June 30, 2026

The Company monitors its long-term leverage on a regular basis as our targeted leverage level on our entire portfolio of assets is approximately 50%. Our overall leverage will depend on how we choose to finance our portfolio, including future acquisitions and the cost of leverage. Our financing arrangements mandate that our total portfolio leverage does not exceed 60% of the total value of our portfolio. The calculation of our leverage ratio as of June 30, 2026 is as follows:

		June 30, 2026
Total Assets	$	1,568,233,000
Adjustments:		
Intangible assets, net		(79,470,000)
Right-of-use asset		(4,777,000)
Receivables		(4,326,000)
Other assets		(1,703,000)
Fair value adjustment of real estate investments		294,556,000
	$	1,772,513,000
Total Debt	$	846,065,000
Leverage Ratio		47.73%

Calculation of Cash Interest Coverage Ratio

A reconciliation of net income (loss) attributable to common shareholders to Adjusted EBITDAre and the total cash interest expense incurred by the Company for the twelve months ended June 30, 2026 is as follows:

		Trailing 12 months ended June 30, 2026
Net income (loss) attributable to common shareholders	$	(3,093,000)
Net income (loss) attributable to noncontrolling interests		(1,919,000)
Depreciation and amortization		46,576,000
Gain on sales		(2,392,000)
Provisions for impairment		4,594,000
Interest expense		39,382,000
EBITDAre		83,148,000
Adjustments:		
Straight-line rent adjustments		(844,000)
Above/below market lease amortization, net		(2,450,000)
Straight-line ground rent adjustments		161,000
Amortization of tax incentive financing arrangement		118,000
Adjusted EBITDAre	$	80,133,000
GAAP Interest Expense		39,382,000
Amortization of deferred financing costs		(960,000)
Above/below market debt amortization, net		(4,739,000)
Contractual Interest Expense	$	33,683,000
Cash Interest Coverage Ratio		2.38

OVERVIEW OF OUR COMPANY AND ITS BUSINESS

To understand this offering fully, you should read the entire Memorandum carefully, including the "*Risk Factors*" section, before making a decision to invest in our shares.

The ExchangeRight Essential Income REIT is structured to target

- Capital preservation throughout economic cycles with a focus on recession-resilient tenants and industries
- Stable distributions paid monthly that are covered by cash flow from operations
- Significant tax deferral and deductions provided to increase the tax-equivalent yield
- Clearly-defined aggregation strategy that is structured to benefit from the diversification and scale of ExchangeRight's proprietary acquisitions pipeline and existing assets under management
- An investor-centric structure and significant alignment of interest

In order to achieve these objectives, the Essential Income REIT focuses on acquiring a diversified portfolio consisting primarily of

- long-term, net-leased properties
- backed by national, primarily Investment-Grade, and recession-resilient tenants
- that operate essential businesses
- in online-resilient and
- recession-resilient necessity retail and healthcare industries.

Each of these separate descriptors is intended to provide a distinct advantage for investors.

Long-term net-leased properties…

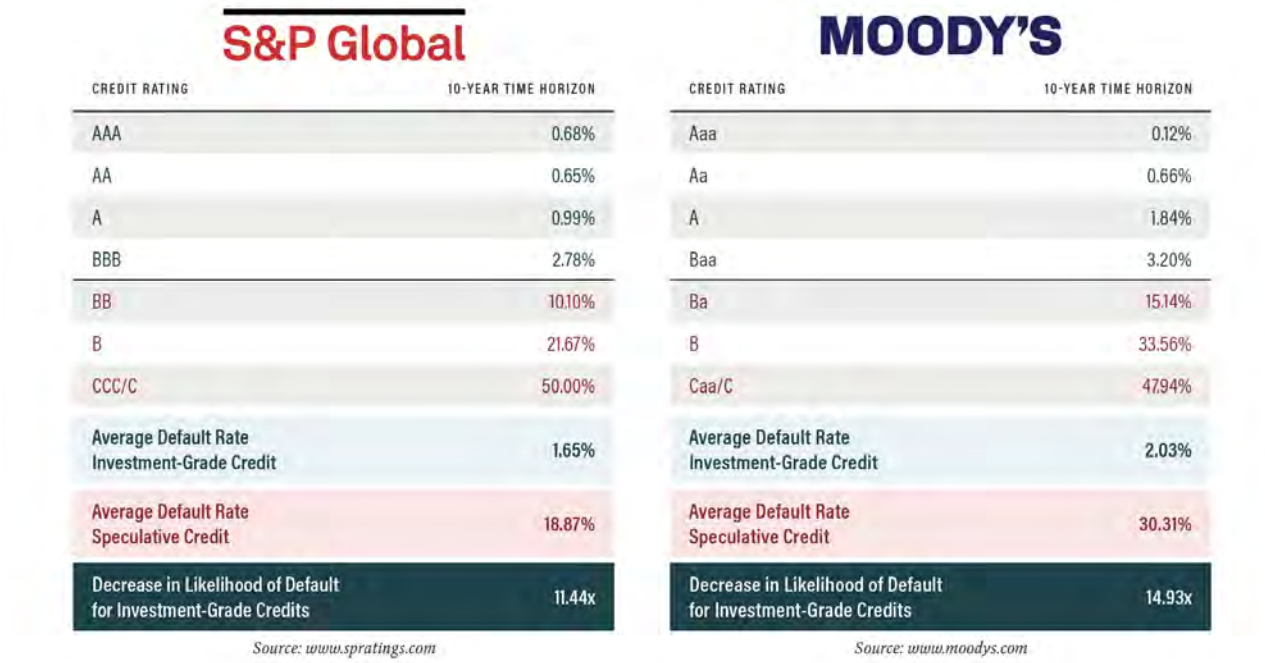
We focus on long-term net leases – leases that obligate the tenant to pay not only their rent, but also the costs of

- property taxes,
- insurance,
- operations,
- utilities,
- and property maintenance, often including repairs and replacements.

The net-lease lease structure shields the landlord from the burden of those costs that are typically borne by the landlord in most other asset classes of real estate. By shifting the burden of many of these operating expenses from the landlord to the tenant, net-leased real estate provides investors with a net income stream that is more stable and predictable and that is less likely to experience significant volatility throughout the lease term.

Backed by national, primarily Investment-Grade, and recession-resilient tenants…

We focus on national tenants that exhibit strong balance sheets and financials, primarily carrying Investment-Grade credit ratings from S&P and/or Moody's rating agencies, which are Nationally Recognized Statistical Rating Organizations (NRSROs). As the chart on the following page illustrates, Investment-Grade credits tenants have historically had an 11.44X to 14.93X lower likelihood of defaulting over a 10-year horizon compared to speculative- or junk-rated credit tenants. We focus on Investment-Grade credit tenants so that we can rely on their strong balance sheets to weather economic crises and recessions and continue to meet their financial obligations under the lease.



S&P Global

CREDIT RATING	10-YEAR TIME HORIZON
AAA	0.68%
AA	0.65%
A	0.99%
BBB	2.78%
BB	10.10%
B	21.67%
CCC/C	50.00%
Average Default Rate Investment-Grade Credit	1.65%
Average Default Rate Speculative Credit	18.87%
Decrease in Likelihood of Default for Investment-Grade Credits	11.44x

Source: www.spratings.com

MOODY'S

CREDIT RATING	10-YEAR TIME HORIZON
Aaa	0.12%
Aa	0.66%
A	1.84%
Baa	3.20%
Ba	15.14%
B	33.56%
Caa/C	47.94%
Average Default Rate Investment-Grade Credit	2.03%
Average Default Rate Speculative Credit	30.31%
Decrease in Likelihood of Default for Investment-Grade Credits	14.93x

Source: www.moodys.com

Past performance is no guarantee of future results. This material is not a recommendation or solicitation to buy any security, as any such offer must be made by a private placement memorandum. "Investment-grade" describes tenants whose long-term corporate credit rating falls within the "investment-grade" category provided by Standard & Poor's, Moody's, and/or Fitch. An "investment-grade" credit rating indicates that a corporate bond has a relatively lower risk of default than a corporate bond with a "speculative" rating.

That operate essential businesses…

We focus on properties occupied by businesses that are considered essential by applicable government authorities and that remained open and operating throughout the COVID-19 crisis and nationwide shelter-in-place orders that caused many other businesses to close. Approximately 90% of the Essential Income REIT's annualized base rent comes from properties that, as of the date of June 30, 2026, are leased to tenants that are essential and remained open and operating throughout the COVID-19 crisis. When everything else was shut down, essential businesses continued to provide the goods and services that people needed and were therefore generally able to continue to be profitable as a result. We focus on tenants with strong balance sheets to weather a crisis, and more particularly on those tenants whose balance sheets have historically gotten stronger, even in the midst of a crisis.

That are online-resilient to the "Amazon" effect…

We focus on tenants and industries that have historically exhibited consistent resilience and growth in the face of the competitive expansion of online retail. The growth of online retail (aka the "Amazon" effect) has impacted a number of real estate sectors—especially the discretionary retail sector that we avoid. By primarily focusing on grocery, healthcare, necessity-based retail, farm and rural supply, and discount retail, the Trust's targeted tenants provide essential goods and services that are expected to be less susceptible to being replaced by online retail given the needs-based component of their business plan, the accommodation of immediate-fulfillment needs or desires, the provision of in-person services that are not or cannot be competitively duplicated online, and/or the low-cost nature of products offered. In addition, the tenants we focus on have adapted their business models to utilize their locations to provide services and experiences.

- Grocery tenants like Kroger, Stop & Shop, Hy-Vee, Publix, or Walmart Neighborhood Market focus on perishable goods that Amazon and other online retailers have struggled to provide competitively. Amazon had to ultimately acquire a brick-and-mortar retail grocer when it acquired Whole Foods to compete in the grocery space. Many grocers have also created a one-stop-shop destination by adding cafes, pharmacies, restaurants, drycleaner pickups, and banks to their stores and higher margin products like meals on-the-go that cannot be replicated online.

- Discount necessity retailers such as Dollar General, Dollar Tree, and Family Dollar have converted approximately 15-20% of their floor space to groceries and provide necessity goods at a price point that is uneconomical for online retailers to compete against. Amazon's target demographic has a much higher discretionary income that historically has not overlapped significantly with discount necessity retailers. Furthermore, in recessions, a larger portion of the population tends to shop at discount necessity retailers in order to save money.

- Walgreens and CVS properties now frequently include health hubs and minute clinics that deliver discount healthcare like flu shots or COVID-19 vaccines within their stores and also immediately provide any prescriptions needed. They are also providing a viable and convenient alternative to going to an urgent care facility to address non-urgent illnesses.

- Discount specialty and apparel retailers such as Hobby Lobby and Ross Stores provide discount home goods, décor, and clothing that consumers often prefer to shop for in-person; that are discounted and therefore, less economical to ship; and that target a demographic that is less likely to overlap with Amazon's target demographic.

- Farm and rural supply stores like Tractor Supply provide essential products for agriculture, livestock, and pet care while also carrying products related to home improvement, truck maintenance, and lawn and garden care. Many of these products tend to be larger and less economical to ship to customers.

- Bank branches like Old National Bank and PNC Bank have seen an increase in value-add services such as loan application and financial planning as digital banking has allowed banks to become more efficient in processing transactional activities like deposits and transfers. Bank branch operations remain vital to the banking industry, serving a dual purpose of providing space for ongoing customer servicing and as a centralized office location for key personnel to facilitate banking relationships and provide value-add services.

- Automotive stores such as AutoZone, Napa Auto Parts, O'Reilly, and Advance Auto typically provide for the immediate and ongoing supply chain needs of local auto repair shops in addition to meeting the immediate needs of local consumers.

- Healthcare providers such as Fresenius and BioLife provide in-person health care services that are either difficult or impossible to deliver through an online format.

Our focus on necessity-based sectors that are less susceptible to economic shocks and to changes in online retail and is intended to protect and insulate the Trust's long-term income.

That are in the recession-resilient necessity retail and healthcare industries…

The necessity retail and healthcare industries are industries in which people continue to spend money even in recessions because the goods and services they provide are a necessity and not a discretionary choice. Therefore, these industries tend to be more recession-resilient than others. We focus on these industries to align ourselves with tenants that continue to be profitable and resilient even during economic crises and/or recessionary periods.

ExchangeRight tracked the average total revenue growth of the Essential Income REIT's tenants, as of December 31, 2025, during the Great Recession (2008-2010) and during the economic lockdowns and recession of the COVID crisis (2020-2021) to the total revenue growth of the S&P 500 over the same time period. We believe that the Essential Income REIT's tenants' necessity-based and discount-oriented businesses are well positioned to continue their strong performance in future periods of economic volatility.

The S&P 500 historical revenue performance figures are based on the S&P 500 companies as of 4/1/26 and represent a broad-based market index during the identified time periods. This information is provided to contextualize the REIT's publicly reporting tenants' historical revenue performance and is not a comparison or forecast of future performance. Tenant financial data was primarily sourced from Form 10-Ks, as well as other sources including tenant websites, Forbes, and YCharts. The Essential Income REIT's revenue growth presented is the weighted average for its tenants with publicly available financials based on the Essential Income REIT's annualized base rent by tenant as of 12/31/25. Tenants with publicly available financials account for approximately 94.7% of the Essential Income REIT's annualized base rent, while the remaining 5.3% is derived from tenants that do not publicly report revenue. Pictures are representative of similar corporate-backed stores in the ExchangeRight portfolio and are not actual properties included in the portfolio. Past performance does not guarantee future results.

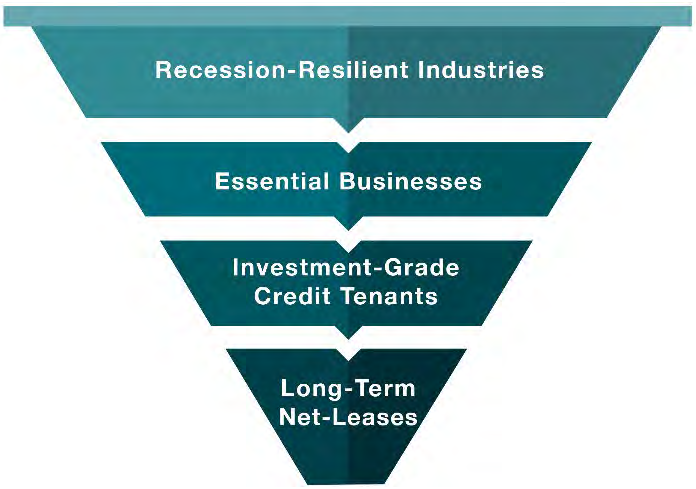
The ExchangeRight Essential Income REIT's tenants as of December 31, 2025 displayed:

- An average total revenue growth of 24.84% during the Great Recession while the S&P 500's total revenue growth was 4.29% over the same period.
- An average total revenue growth of 19.38% during the COVID crisis while the S&P 500's total revenue growth of 14.87% over the same period.

ExchangeRight believes that the combination of these metrics of its aggregated net-leased assets under management can help to provide stable monthly income; reduce risk and enhance value through increased diversification; expand capacity to accommodate liquidity needs; provide ongoing tax deferral; unlock additional access to capital; and optimize estate planning benefits on behalf of investors across both DST and REIT platforms.

Diversification Strategy: While focusing on properties that meet the investment factors above, we take the pursuit of risk mitigation a step further with diversification by property, location, tenant, industry, lease term, and debt term so that we can avoid significant concentrations of income coming from any one factor.

When we put these all together, we target providing a diversified, long-term stream of cash flow that is shielded from many of the potential costs of real estate ownership and that is ultimately guaranteed by tenants with strong balance sheets. The tenants we focus on operate businesses that performed exceptionally well throughout the pandemic and have historically performed well in recessions. Each of these separate investment factors build upon each other, and, in combination, they created an investment strategy that provides stable income and value for investors. The combination of these factors and the potential to aggregate a large, diversified portfolio of similar quality net-leased real estate through ExchangeRight's proprietary pipeline and existing assets under management also creates upside potential as it is well-positioned to continue to perform through a variety of economic conditions, including recessionary environments.



In addition to the investment strategy outlined above, the Essential Income REIT features

- Distributions that are fully covered
- Distributions with significant tax deferral
- Long-term value creation targeted through ExchangeRight's aggregation strategy to the expand the diversification and scale of the REIT
- An alignment of interest with an investor-centric focus

Distributions that are Fully Covered: The Essential Income REIT's net-leased portfolio has provided a diversified and secure stream of distributable cash flows that has proven to be resilient in the face of significant economic turmoil.

- The distribution rate has been increased by our Trustee five times since our March 2019 inception to $0.1449 per month per share ($1.74 annualized) as of June 30, 2026.

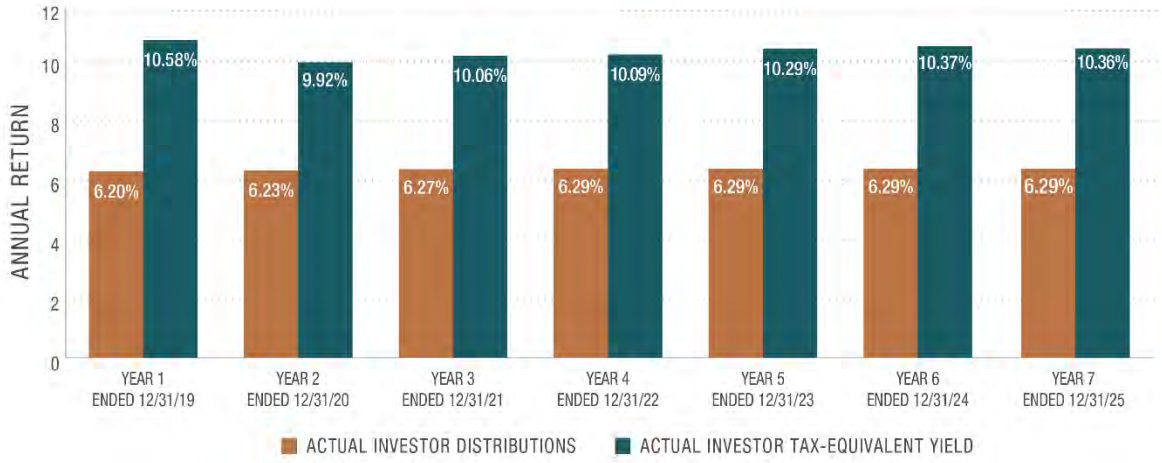
- For the 12 months ending June 30, 2026, the ratio of the Company's AFFO to the Company's current NAV per share resulted in an AFFO yield of 6.24% per share. The Company has an AFFO-to-distribution coverage of 103.12% since inception through June 30, 2026.

- Paying distributions out of operations avoids the dilution and capital destruction that results from paying distributions out of equity capital or financings and provides retained earnings that can provide excess reserves and be reinvested on behalf of shareholders or lead to future increases to distributions. Our distribution policy is for our inception-to-date cash flows from operations to always exceed our distributions that have been declared or paid, rather than making distributions out of investor equity or financing, subject only to REIT qualification requirements or to avoid incurring federal income tax. See *"Distribution Policy."* We have maintained one of the highest distributions and distribution coverage ratios in our industry based on the most current reporting of non-traded REITs by Blue Vault, Institute for Portfolio Alternatives (IPA), and Robert A. Stanger & Company.

Distributions that Provide Significant Tax-Deferral: The Trust is structured to take advantage of a number of tax deductions and depreciation benefits, including the REIT pass-through deduction included in the 2017 Tax Cuts and Jobs Act, as revised by the OBBBA. So long as the Trust continues to satisfy the various requirements for qualification as a REIT, in addition to depreciation benefits, non-corporate shareholders of the Trust that receive distributions characterized as ordinary dividends for U.S. federal income tax purposes will be eligible to claim a tax deduction equal to 20% of the ordinary dividends distributed to them each taxable year. In addition, the Trust, and any of its subsidiaries that qualify as

a real property trade or business, intend to make an election to be exempt from rules limiting the amount of interest expense a taxpayer is permitted to deduct each taxable year.

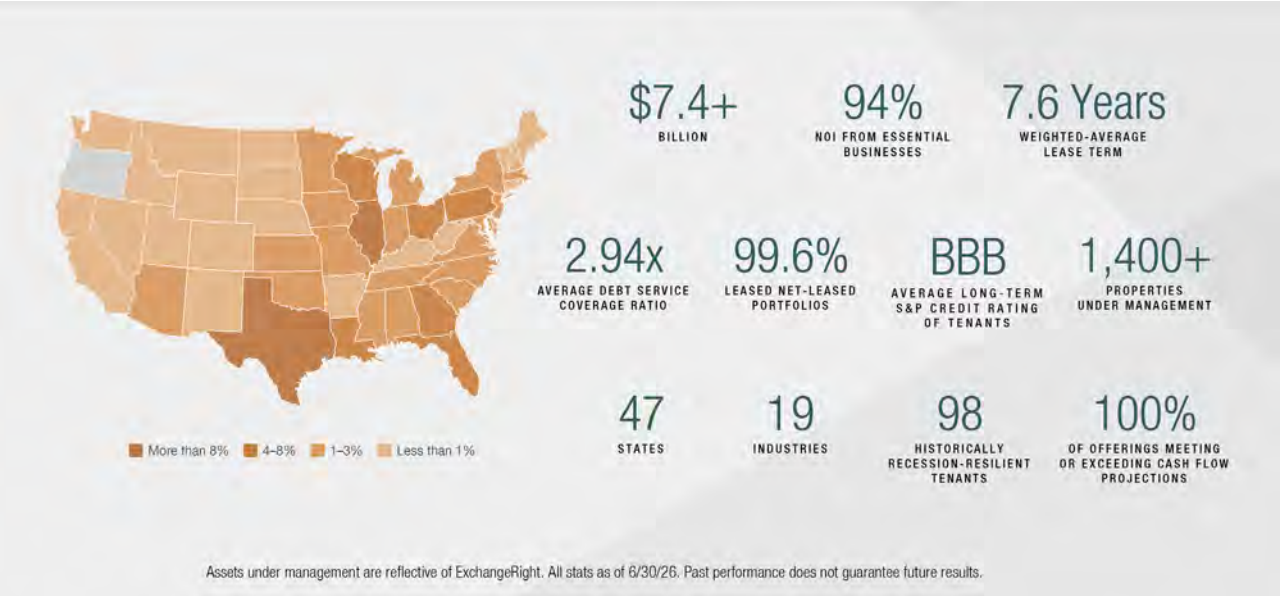
These combined deductions were 69.6% of 2025 cash distributions, generating a favorable tax equivalent yield. Below is a hypothetical illustration of these benefits for an investor in the 37% federal tax bracket and an 8% state tax bracket and 3.8% Medicare surtax. Individual circumstances will vary by investor, and each investor should consult with their own tax advisor. The presentation below shows six years of actual cash flow and actual tax-equivalent yields of the Essential Income REIT based on the current NAV/share.



Actual Returns are presented to correspond to the current NAV/share.

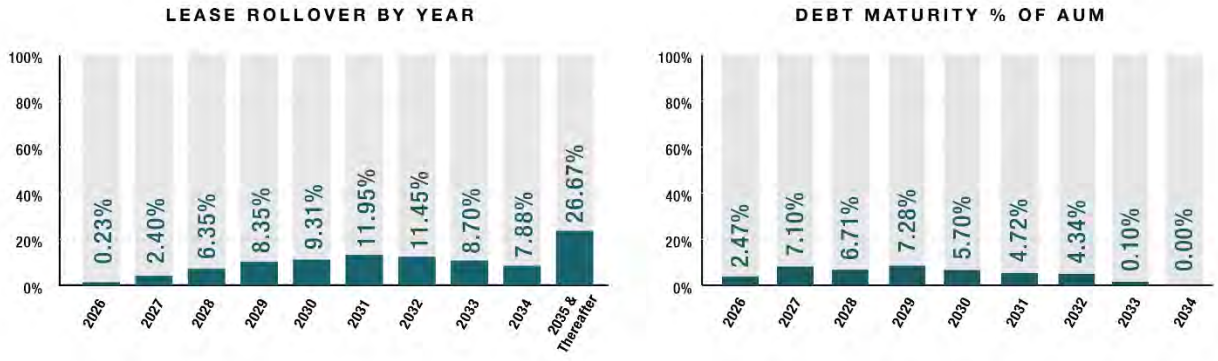
Long-term value creation targeted through ExchangeRight's aggregation strategy to the expand the diversification and scale of the REIT: The Essential Income REIT is targeting to increase NAV per share over the longer-term to generate increased value for shareholders through the execution of its aggregation strategy. We target executing on our aggregation strategy in a way that positions future valuations to reflect the success of ExchangeRight's recession-resilient investment strategy, especially our focus on net-leased properties backed primarily by Investment-Grade tenants that successfully operate in the necessity retail and healthcare industries which have proven to be essential and recession resilient.

In order to continue to diversify the portfolio and move towards executing the aggregation strategy, we intend to continue to grow our net-lease DST platform to create a further diversified pipeline of potential acquisitions that are primarily single-tenant, net-leased properties leased to primarily Investment-Grade tenants focused on necessity retail and healthcare businesses. This acquisition pipeline intends to maintain our focus on strong, recession-resilient tenants while significantly enhancing our diversification. As is illustrated below, the portfolio features primarily Investment-Grade tenants and approximately 94% of the portfolio's NOI is derived from tenants that are essential as of June 30, 2026. The portfolio is diversified by lease and debt term and across 98 tenants, 19 recession-resilient industry segments, 917 distinct markets, and 47 different states.



ExchangeRight's current assets under management also benefit from significant lease and debt laddering that avoids significant concentrations of rollover in any one year.

- Less than 1% lease rollover through 2026.
- Less than 3% debt maturing as a percentage of assets under management through 2026.
- Additional diversification and laddering potential as ExchangeRight continues to grow its assets under management across all platforms.

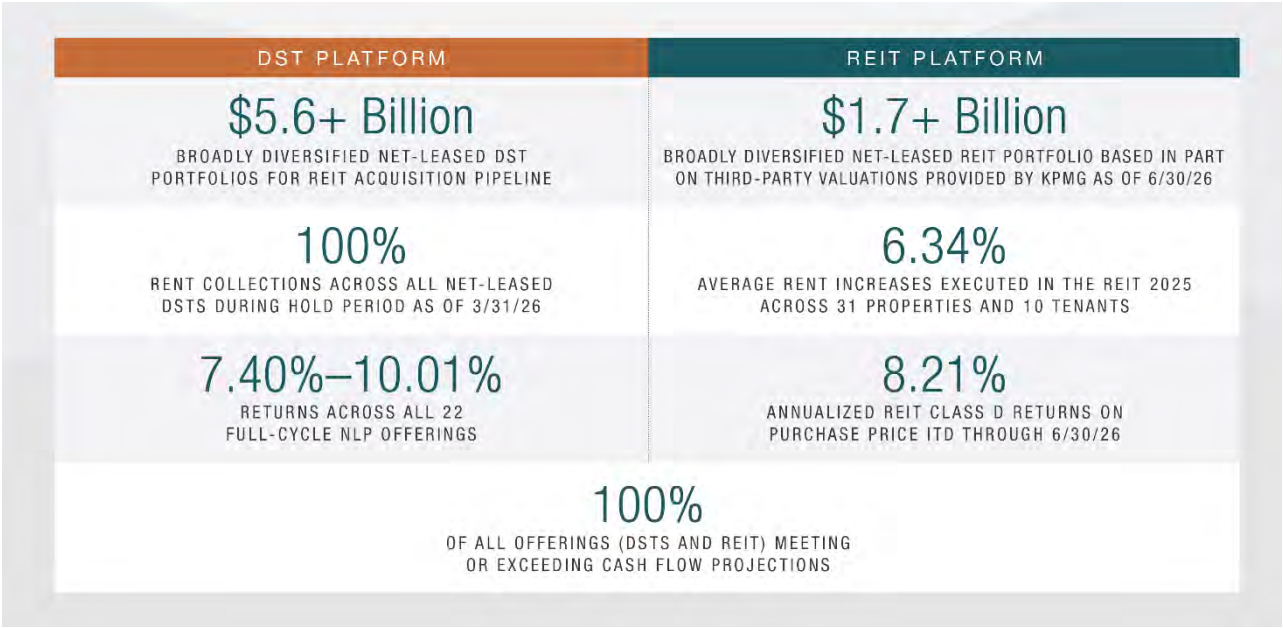


The Lease Rollover by Year is displayed as a percentage of ExchangeRight's Net Operating Income. The debt maturity schedule is displayed as a percentage of ExchangeRight's Assets Under Management. All statistics are presented as of June 30, 2026.

Aggregation strategy designed to maximize the benefits of ExchangeRight's net-leased AUM: The Trust is structured to provide partial liquidity to investors through redemptions on a quarterly basis of up to five percent (5%) of the Trust's issued and outstanding shares per fiscal year. Our Sponsor intends to continue to acquire properties with long-term net leases primarily to essential, recession-resilient, and investment-grade tenants across its DST and REIT platforms with the goal of growing its total assets under management to $10+ billion within the next three years. It is anticipated that the aggregation strategy will be enhanced by ExchangeRight's existing assets under management and the continued growth of its net lease platforms. There is no guarantee that the aggregation strategy will be executed or that it will produce enhanced liquidity or returns.

The Sponsor's aggregation strategy is intended to leverage the significant synergies between its net lease DST and REIT platforms in order to provide stable monthly income; reduce risk and enhance value through increased diversification; expand capacity to accommodate liquidity needs; provide ongoing tax deferral; unlock additional access to capital; and optimize estate planning benefits on behalf of investors across both DST and REIT platforms.

The following chart demonstrates certain key metrics and results of the DST and REIT platforms and how they work together to create a diversified net-leased portfolio and pipeline of properties for the Trust with a proven track record.



As part of our aggregation strategy, we filed a Form 10 Registration Statement on April 27, 2023 to register our Class I common shares, Class A common shares, and Class S common shares pursuant to Section 12(g) of the Exchange Act (a "**Form 10 Filing**"). This Form 10 Filing became effective on June 26, 2023. The Trust will now file annual reports on Form 10-K, quarterly reports on Form 10-Q, and periodic reports on Form 8-K in accordance with the public reporting requirements of the Exchange Act and is required to comply with other reporting requirements under federal securities laws and regulations. Although the Form 10 filing has registered our Common Shares with the SEC and make us subject to SEC reporting requirements, we do not currently intend to apply to list our shares on any securities exchange in conjunction with the Form 10 Filing, and the effectiveness of the Form 10 Filing is not anticipated to make our shares freely tradable or create a public market for our shares at this time. We anticipate that the Form 10 Filing will have provided the most cost-effective way to build a public reporting track record and will allow the Trust to be better positioned to execute its aggregation strategy.

The following are potential additional aggregation options for the REIT platform, should they be accretive to the REIT and its platform to execute on:

- **Net Leased Platform Integration with Expanded Liquidity Provisions Executed via a Tax-Deferred Sale/Merger:** The Trustee may consider a tax-deferred sale/merger of all of ExchangeRight's net lease

businesses with the Trust and the integration of revenues related to ExchangeRight's net-leased asset and property management functions to provide shareholders with increased diversification, liquidity, and return potential. This strategy would provide the Trust with access to approximately $5.6 billion of ExchangeRight's DST net-leased assets, potentially unlocking access to significant additional liquidity and providing the Trust with ownership of ExchangeRight's proprietary acquisitions pipeline of more than $500 million of net-leased assets per year. A sale/merger of this nature would be expected to drive excess annual Funds From Operations coverage for the Trust over its current dividend payout. This strategy would be anticipated to materially increase the Trust's access to long-term shareholders who are aligned with the Trust's investment goals and to materially increase the Trust's diversification, market capitalization, and capacity for providing enhanced liquidity for all shareholders. The Trustee intends to continue monitoring tax-deferred sale/merger opportunities to unlock shareholder value and liquidity through one or more net lease platform integrations.

- **Public Listing or Initial Public Offering (IPO) on a National or International Exchange:** ExchangeRight's assets under management, which focus on Investment-Grade tenants that are operating essential businesses in historically recession-resilient industries, could pursue access to public markets via a public listing or initial public offering. While we anticipate remaining a non-traded REIT to reduce exposure to the increased volatility that comes with publicly traded markets, and do not currently intend to apply to list our shares on any securities exchange, a public listing or initial public offering of the Trust's shares may provide enhanced liquidity and longer-term value to the Trust's shareholders depending on market conditions and given the credit tenant investment focus of our portfolio. The aggregation of ExchangeRight's current and future assets under management with the existing assets of the Trust would provide the Trust with significant diversification and scale by market, tenant, industry and geography as well as lease and debt term laddering. Such a combination would help to accelerate the scalability that we anticipate would facilitate our ability to provide enhanced downside protection, optionality, risk-adjusted upside, and liquidity potential to investors. A public listing may be achieved without the underwriting fees associated with an IPO, which are typically between 5% and 8% for the size of an equity offering of the type that the Trust anticipates. An IPO option could also be utilized to increase demand for a future public offering and allow for capital to be raised through the public markets which could be used to further accelerate the Trust's growth through acquisitions while providing flexibility to retire debt and further enhance the quality of the Trust's balance sheet and overall Funds From Operations. While such a transaction is not anticipated, the Trustee intends to continue to monitor public markets and exchange options to determine if either a public listing or IPO on a national or international exchange could be utilized to further unlock shareholder value on a tax-efficient basis.

Any one or a combination of these potential strategies may further enhance investor returns and liquidity if executed, however, there is no guarantee that any of these strategies will be executed or that they will produce enhanced liquidity or returns.

Alignment of Interest and Investor-Centric Focus: The Sponsor has also acquired over $19,000,000 of the Class I shares of the Trust and OP Units alongside investors as of June 30, 2026, creating a strong alignment of interest in the success of the Trust. Moreover, should the Sponsor achieve at least a 100% return of capital and a 7% annual return on behalf of investors, the Sponsor may participate in up to 20% of the potential upside above those returns. This creates an additional incentive for the Sponsor to execute the aggregation strategy on behalf of investors.

We have structured our offering to avoid many of the conflicts of interest that are prevalent in other offerings in our industry. We currently offer below-market upfront and ongoing fees including:

- No disposition fees incurred by the Trust
- No financing fees payable to the Sponsor incurred by the Trust
- No advisory fees incurred by the Trust
- No placement agent fees, or dealer manager fee incurred by the Trust

In Summary, ExchangeRight's Essential Income REIT features:

Recession-Resilient Tenants, Fully Covered Distributions, and Tax Deferral

The Essential Income REIT's monthly distribution rate per share of $0.1449 ($1.74 annualized) is paid out of the operating cash flows of a portfolio leased to recession-resilient tenants. The Company has an AFFO-to-distribution coverage of 103.12% since inception through June 30, 2026. In 2025, 62.05% of the Essential Income REIT's 2025 distributions to investors were reported as a non-taxable return of capital for federal income tax purposes on Form 1099-DIV. The remaining 37.95% of the 2025 distributions that investors received in the Essential Income REIT were subject to federal and state income tax for 2025. The Section 199A deduction for REITs further decreased the federal taxable income for 2025 with respect to ordinary dividends by an additional 20% of the 37.95%.

Among the Highest FFO Yield, Dividend, and FFO Coverage in the Industry

Compared to the REITs tracked by Blue Vault, the Institute for Portfolio Alternatives (IPA), and Robert A. Stanger & Company as of December 31, 2025, we have one of the highest distribution rates and distribution coverage ratios.

Targeting Long-term Value for Shareholders

The Essential Income REIT is targeting to utilize its net leased platforms to execute on its aggregation strategy to provide AFFO coverage that over the longer-term can create an increased NAV per share for shareholders. There is no guarantee that any aggregation strategy will be executed or that they will produce enhanced liquidity or returns.

Adding ExchangeRight's Diversification and Scale to Execute an Aggregation Strategy

Our Sponsor intends to continue to acquire properties with long-term net leases primarily to essential, recession-resilient, and investment-grade tenants across its DST and REIT platforms with the goal of growing its total assets under management to $10+ billion within the next three years. The Sponsor's aggregation strategy is intended to leverage the significant synergies between its net lease DST and REIT platforms in order to provide stable monthly income; reduce risk and enhance value through increased diversification; expand capacity to accommodate liquidity needs; provide ongoing tax deferral; unlock additional access to capital; and optimize estate planning benefits on behalf of investors across both DST and REIT platforms.

An Investor-Centric Structure and Significant Alignment of Interest

The Sponsor and Its Key Principals have invested over $19,000,000 of their capital into shares and OP Units of the Essential Income REIT alongside investors as of June 30, 2026. Our fees are among the lowest in the industry and we earn the majority of our returns by participating in the potential profits above a 100% return of capital and a 7% annual return on investment to investors. The combination of these factors creates a strong incentive for us to execute a successful aggregation strategy on behalf of investors and our own capital.

Past performance of the Trust, Sponsor, or its principals does not guarantee future results. There is no guarantee that the Trust will meet any of its investment, aggregation and liquidity strategies, or return objectives.

SUMMARY OF THE CURRENT TENANTS AND LEASES

The content that follows provides more detail regarding the current tenants as well as ExchangeRight's assets under management and acquisition criteria.

Tenant	Number of leases			GLA	Annualized base rents			Weighted average lease term
	NN	NNN	Total		Total	% of total	Per sq. ft	
Walgreens	32	23	55	792,900	$ 17,798,400	18.8%	$ 22.45	3.2
Dollar General	31	108	139	1,309,300	14,482,900	15.3%	$ 11.06	4.6
Tractor Supply	24	5	29	637,400	8,610,900	9.1%	$ 13.51	8.5
Hobby Lobby	12	1	13	759,500	5,969,800	6.3%	$ 7.86	3.6
Pick 'n Save	5	1	6	366,500	5,572,200	5.9%	$ 15.20	3.4
Fresenius Medical Care	14	2	16	140,700	4,163,000	4.4%	$ 29.59	5.1
Family Dollar	19	13	32	278,600	3,644,900	3.8%	$ 13.08	4.2
Advance Auto Parts	26	5	31	221,900	3,457,000	3.6%	$ 15.58	4.3
BioLife Plasma Services	-	5	5	78,200	3,259,500	3.4%	$ 41.68	8.7
Stop & Shop	-	1	1	102,100	2,940,000	3.1%	$ 28.80	10.4
Kroger	4	-	4	261,900	2,162,600	2.3%	$ 8.26	4.5
Napa Auto Parts	-	19	19	164,300	1,984,700	2.1%	$ 12.08	10.0
CVS Pharmacy	6	1	7	83,600	1,931,500	2.0%	$ 23.10	4.2
Publix	2	-	2	96,800	1,548,400	1.6%	$ 16.00	13.9
Giant Eagle	2	-	2	150,600	1,459,000	1.5%	$ 9.69	5.1
Dollar Tree	14	-	14	137,900	1,417,800	1.5%	$ 10.28	3.9
Hy-Vee	-	1	1	101,200	1,415,800	1.5%	$ 13.99	12.6
Old National Bank	-	3	3	41,600	1,381,900	1.5%	$ 33.22	3.5
Verizon Wireless	5	-	5	27,400	1,304,800	1.4%	$ 47.62	1.5
GIANT Food Store	-	1	1	51,400	1,110,900	1.2%	$ 21.61	4.2
Valspar	-	1	1	167,200	1,068,400	1.1%	$ 6.39	7.8
AutoZone	5	2	7	59,200	886,300	1.0%	$ 14.97	5.7
Walmart Supercenter	-	1	1	222,700	765,000	0.8%	$ 3.44	5.6
Walmart Neighborhood Market	-	1	1	41,800	738,600	0.8%	$ 17.67	5.3
Sherwin-Williams	7	-	7	46,500	691,800	0.7%	$ 14.88	5.2
FedEx	1	-	1	124,700	681,600	0.7%	$ 5.47	10.1
O'Reilly	6	1	7	48,700	663,000	0.7%	$ 13.61	4.9
Goodwill	2	-	2	42,800	653,200	0.7%	$ 15.26	3.9
Ross Stores	1	-	1	25,800	354,800	0.4%	$ 13.75	2.6
Food Lion	1	-	1	41,300	351,400	0.4%	$ 8.51	7.3
PNC Bank, N.A.	-	1	1	6,100	277,600	0.3%	$ 45.51	12.3
HomeGoods	1	-	1	22,200	266,900	0.3%	$ 12.02	4.8
Epic Health & Fitness	-	1	1	14,200	222,000	0.2%	$ 15.63	14.4
MedSpring	1	-	1	4,600	193,100	0.2%	$ 41.98	0.7
The Christ Hospital	-	1	1	9,300	188,700	0.2%	$ 20.29	1.5
A Plus Childcare and Learning Academy	1	-	1	11,500	183,100	0.2%	$ 15.92	6.4
Truist Bank	-	1	1	3,200	183,000	0.2%	$ 57.19	2.3
Octapharma Plasma	1	-	1	11,300	152,700	0.2%	$ 13.51	3.8
Five Below	1	-	1	8,500	142,000	0.1%	$ 16.71	4.6
Huntington National Bank	-	1	1	4,500	116,700	0.1%	$ 25.93	5.5
Adult and Child Health	-	1	1	6,000	116,300	0.1%	$ 19.38	3.5
Dollar General Market	-	1	1	10,700	109,300	0.1%	$ 10.21	12.9
Athletico Physical Therapy	1	-	1	3,400	77,000	0.1%	$ 22.65	5.3
Archana Grocery	1	-	1	9,300	74,600	0.1%	$ 8.02	7.0
Total Occupied Portfolio	226	202	428	6,749,300	$ 94,773,100	100.0%	$ 14.04	5.3
Vacant				124,300				
Total Portfolio				6,873,600				

In addition to the current trust properties, our Sponsor intends to continue to grow its net-lease DST platform to create a further diversified pipeline of potential acquisitions that are primarily single-tenant, net-leased properties leased to primarily Investment-Grade tenants focused on necessity retail and healthcare businesses. We expect ExchangeRight will provide us with access to additional net-leased necessity-based retail and healthcare investment opportunities from its current portfolio and its acquisition pipeline to support our growth strategy. These properties are approximately 94.9% essential businesses as of June 30, 2026, and for the most part, remained open and operating throughout the COVID-19 crisis, that operate successfully in the necessity-based retail and healthcare space, and that are diversified by geography,

tenant, industry, lease term, and debt maturities. The identified properties are anticipated to provide several distinct advantages to the Trust:

- They provide the Trust with a pre-identified and pre-determined portfolio of properties to enhance diversification and help to accelerate the Trust's aggregation strategy;

- There is reduced blind pool risk or counterparty execution risk for the identified properties, which are already controlled and managed by ExchangeRight;

- The ExchangeRight DST Properties have a proven history as they are currently managed by ExchangeRight with a long-term track record of performance, including strong performance through the height of the COVID-19 crisis;

- The tenants and lease terms are known, providing the Trust with more certainty regarding operating and management history, potential rental increases and inflation protection, and underwritten projections of cash flows to investors;

- The Trust has flexibility to acquire the properties in stages and over a period of time, thereby improving the Trust's ability to put investor capital to work efficiently and increasing potential cash flow from operations to fully cover investor distributions; and

- There will be no acquisition or disposition fees charged to the Trust to acquire the ExchangeRight assets.

If any of the identified properties that the Trust does not currently own are not available for acquisition at the time we seek to purchase them, or if our Trustee believes that the acquisition of different properties is in the best interests of the Trust, we may acquire properties other than the identified properties consistent with our investment objectives, including properties owned or controlled by ExchangeRight or its affiliates.

In addition to the properties currently included in ExchangeRight's portfolio, we may acquire additional net-leased necessity-based retail or healthcare properties acquired or controlled by ExchangeRight in the future, and properties owned by third parties, that are consistent with our investment objectives, individually or as portfolios. Any such properties or portfolios would be required to adhere to the same quality tenant requirements of ExchangeRight's current portfolio with a focus on essential businesses consistent with the current properties. The Trust would only target acquisitions of assets and/or portfolios that generally adhere to a combination of many of the following characteristics that are currently present in ExchangeRight's portfolio. When considering portfolio acquisitions, the Trust will consider the portfolio composition and its investment metrics as a whole and particular portfolios may include individual properties that are vacant; however, when considering portfolio acquisitions that include such properties, the Trust will consider the portfolio composition as a whole and will adjust the pricing for a future retenanting event. Nevertheless, any future identified acquisitions must result in a post-acquisition Trust projected NAV that is equal to or higher than the pre-acquisition Trust NAV per share based in part on an independent real estate valuation from the Independent Valuation Firm, or a successor independent appraiser. In general, the Trust will target acquisitions that include most or all of the following criteria.

- Corporate tenants that generally operate successfully in the necessity-based retail, healthcare, and other recession-resilient industries

- Corporate tenants that are essential by applicable government authorities and remained open and operating throughout the COVID-19 crisis

- Corporate tenants that are resilient to the online retail (the "Amazon" effect)

- Net-leased properties with leases that obligate the tenant to pay rent in addition to paying or reimbursing for property taxes, insurance, and many of the expenses normally associated with operating the property

- Leases backed by Investment-Grade corporate credit (typically BBB- or higher) and/or nationally recognized private and non-rated corporate tenants with strong financials and operations

- Geographically diverse locations with strong demographics and infill population centers
- Leases that do not have early termination options in the initial lease terms
- Longer-term leases and portfolios with long-term weighted average initial lease terms as well as net-leased properties with shorter-term leases where we believe lease renewal is highly probable
- Tenants that are well positioned for the customers whom they are serving
- Locations with lower crime rates relative to comparable population centers
- Warranties for items not covered by the tenant's lease responsibilities

In addition to new potential acquisitions, the Trust will seek to enhance asset values through potential lease renewals, strategic sales or refinancings, management and laddering of the property and portfolio debt financing, and reinvestment of excess cash flows over investor distributions. We anticipate pursuing various options upon the maturity of our loans including utilizing available cash to repay such loans, increasing our access to unsecured lines of credit, utilizing secured lines of credit, obtaining secured mortgage, and pursuing debt private and public placements, amongst other options that may be available to us. We have also completed a Form 10 Filing which the Trust believes has provided a cost effective way to build a public reporting track record.

In order to provide flexibility to the Trust and in order to expedite the acquisition of identified properties during the initial capital raise, our Sponsor anticipates that the Trust will have the ability to borrow from ExchangeRight for the acquisition of properties at a market or below-market rate for such financings in accordance with the Trust's investment objective.

We can provide no assurance whether or when any liquidity transaction will occur, whether our Sponsor will provide us with the opportunity to participate in such a transaction alongside its other programs or whether any particular transaction will provide a premium or enhanced liquidity for our shareholders.

See "*Description of Shares—Common Shares—Voting Rights*" and "*Our Operating Partnership Agreement—Special Limited Partner Interest*" for additional information about your voting rights and the compensation of our Sponsor and its affiliates in connection with an aggregation or liquidity transaction.

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CALCULATION OF NET ASSET VALUE AND VALUATION PROCEDURES

Net Asset Value Reconciliation

The Independent Valuation Firm prepared an independent valuation of the Trust's real estate properties as of June 30, 2026. Our Trustee has declared a current NAV per share of $27.63 as of June 30, 2026, based in part on the midpoint of the Independent Valuation Firm valuation of real estate. The Trust has engaged the Independent Valuation Firm (or will engage a successor independent appraiser) to prepare an independent valuation of the Trust's real estate properties on a quarterly basis.

ESSENTIAL INCOME REIT

ASSETS	TRUST NAV AS OF 6/30/26
Trust Properties*	$1,684,450,000
Cash & Cash-Equivalents	$19,436,000
Restricted Cash for RSLCA**	$19,049,000
Notes Receivables	$21,400,000
Receivables	$8,195,000
Restricted Cash	$17,531,000
Other Assets	$2,452,000
Total Assets	$1,772,513,000
LIABILITIES	
Mortgage Loans Payable	$579,255,000
Revolving Credit Facility	$266,810,000
Accrued Expenses and Other	$20,797,000
Total Liabilities	$866,862,000
Net Asset Value	$905,651,000
Shares/Units Outstanding	32,783.745
NAV Per Share/Unit	$27.63

*Independent Valuation Firm reported valuation range for the properties as of 6/30/26 was $1,654,700,000 - $1,714,200,000

**Revolving Secured Line of Credit Agreement

Valuation Procedures

Our Trustee has adopted valuation procedures, as amended from time to time, that contain a comprehensive set of methodologies to be used in connection with the calculation of our NAV. To calculate our NAV for the purpose of establishing a purchase and redemption price for our shares, our Trustee has adopted a model, as explained below, which adjusts the value of certain of our assets from historical cost to fair value. As a result, our NAV may differ from the amount reported as shareholder's equity on the face of our financial statements prepared in accordance with GAAP. When the fair value of our assets is calculated for the purposes of determining our NAV per share, the calculation is done using the fair value methodologies detailed within the Financial Accounting Standards Board Accounting Standards Codification under Topic 820, Fair Value Measurements and Disclosures and performed in accordance with Uniform Standards of Professional Appraisal Practice (USPAP), which shall be completed by the Independent Valuation Firm, an independent valuation firm. The Independent Valuation Firm's valuation is reviewed by our Trustee in determining the NAV per share. The Trustee anticipates using the midpoint of the Independent Valuation Firm's valuation reports for determining our NAV per share; provided, however, the methodology for valuation of NAV is in the sole discretion of the Trustee. The Independent Valuation Firm's valuation procedures and our NAV are not subject to GAAP and will not be subject to independent audit. Our NAV may differ from equity reflected on our audited financial statements. Furthermore, no rule or regulation requires that we calculate NAV in a certain way. Although we believe our NAV calculation methodologies are consistent with standard industry practices, there is no established guidance among public REITs, whether listed or not, for calculating NAV in order to establish a purchase and redemption price. As a result, other public REITs may use different methodologies or assumptions to determine NAV.

Independent Valuation Firm

We have engaged KPMG (the "**Independent Valuation Firm**") to serve as our independent valuation firm with respect to the valuation of our real property portfolio. The compensation we pay to our independent valuation firm will not be based on the estimated values of our real property portfolio. Our Trustee may replace the Independent Valuation Firm as our independent valuation firm and engage a successor independent appraiser to serve as our independent valuation firm with respect to the valuation of our real property portfolio.

The Independent Valuation Firm discharges its responsibilities in accordance with our real property valuation procedures, as described below. Neither our Trustee nor ExchangeRight is involved in the day-to-day valuation of the real property portfolio, but periodically receives and reviews such information about the valuation of the real property portfolio as it deems necessary to exercise its oversight responsibility. The Independent Valuation Firm is not responsible for the determination of our NAV. Our Trustee is ultimately responsible for the final determination of our NAV.

At this time, the Independent Valuation Firm is engaged solely to provide an independent valuation of real estate and to provide ongoing valuations of our real property portfolio on a quarterly basis. The Independent Valuation Firm may also be engaged to provide additional services, including providing an independent valuation or appraisal of any of our other assets or liabilities (contingent or otherwise), in the future, as deemed necessary by our Trustee.

Real Property Portfolio Valuation

Quarterly Valuation Process

The real property portfolio valuation ranges will be provided to us by our independent valuation firm quarterly. We expect that the Independent Valuation Firm will provide a range of values of our real property portfolio as of each quarterly valuation date.

The Independent Valuation Firm will value our real property portfolio quarterly by applying the fair value methodologies detailed within the Financial Accounting Standards Board Accounting Standards Codification under Topic 820, Fair Value Measurements and Disclosures. The Independent Valuation Firm will utilize information provided by our Trustee regarding the properties we own as of the end of the quarter including location, building size, tenancy, lease rates, lease term, and various other relevant metrics. We expect that the Independent Valuation Firm will also research and analyze market data and valuation benchmarks in connection with each quarterly valuation. The liabilities, reserves, and other balances with respect to our portfolio will be directly sourced from the Trustee, and the Independent Valuation Firm will not undertake any procedures to test or validate these amounts.

We expect that the Independent Valuation Firm will utilize the income approach (i.e., discounted cash flow) to value and may perform the following actions in connection with its quarterly valuations:

- Hold interviews with the employees of our Trustee regarding historical valuation methodology, expertise of the portfolio, and industry expertise;
- Independently research comparable portfolio transactions and individual property transactions;
- Review third party market reports; and
- Independently review tenant leases for the Subject Properties.

In performing each quarterly valuation, the Independent Valuation Firm will rely on certain data provided by our Trustee, including but not limited to the following:

- Real property listing: a master list of all leased properties including all relevant details of each such property including location, lease terms, and other relevant factors.
- Leases and lease amendments: the lease files provide data such as property type, address, lease terms, and rent details for the leased real property.
- Estoppels and move-in notices: the documents utilized to verify commencement of leases for build-to-suit properties.
- Property surveys: the documents that verify the size of each leased premise.

The analyses performed by the Independent Valuation Firm will be completed on the value of the real estate properties held by the Trust, which is not a fair market value opinion on the NAV of our common shares. Furthermore, the prices at which our properties may actually be sold could differ from the Independent Valuation Firm's analyses.

Valuation Procedures

The Independent Valuation Firm will appraise the leased fee or leasehold interest of our assets as of the end of each quarter. In performing this appraisal, the Independent Valuation Firm will consider relevant information for each property including its highest and best use, sales history, estimated marketing and exposure time, and any other relevant information obtained from management (as described above).

The Independent Valuation Firm will use this information to develop a discounted cash flow ("**DCF**") method by applying an income approach to our portfolio. For each property, the Independent Valuation Firm will summarize leases and lease amendments to determine the appropriate terms to input into the DCF model and, with respect to build to suit properties, will utilize rent commencement letters or estoppels to determine the commencement of cash flows. The Independent Valuation Firm will utilize projected operating expenses based on historical operating results and similar tenants. The Independent Valuation Firm will utilize information from a limited number of comparable public REITs as well as the implied going-in capitalization rates of recent transactions of similar properties and the going-in capitalization rates from published net lease sources (such as Net Lease Advisor and Boulder Group) in order to determine an appropriate terminal capitalization rate. In determining an appropriate terminal capitalization rate, the Independent Valuation Firm may add a premium to account for uncertainty regarding distant cash flows or the positioning of the properties at the end of a projection period against recently constructed properties. The Independent Valuation Firm will apply a discount rate determined by considering the weighted average of prevailing corporate bond rates based on the tenant mix of the portfolio and also evaluating the implied going-in capitalization rates plus the long-term growth rate of the portfolio over the 10-year hold period. Market lease-up costs will be determined in reference to investor surveys as well as historical operating performance of the subject assets and similar assets in comparable company's portfolios. Market rent will be determined by performing an analysis for which tenants had the most significant lease exposure based on the size and contractual cash flows and by utilizing discrete rent comparable and adjusting qualitatively for size, condition, and location.

As a secondary test of reasonableness, the Independent Valuation Firm may also research comparable transactions and listings (to the extent available). They will research recent available portfolio and individual sales and listings

deemed to be comparable to the subject portfolio. The Independent Valuation Firm will consider available data from the transactions and listings in validating a secondary valuation metric which is often considered for income-producing properties that are stabilized (i.e., implied going-in capitalization rate).

The valuation of our real properties determined by the Independent Valuation Firm may not always reflect the value at which we would agree to buy or sell such assets, and the value at which we would buy or sell such assets could materially differ from the Independent Valuation Firm's estimate of fair value. Further, we do not undertake to disclose the value at which we would be willing to buy or sell our real properties to any prospective or existing investor.

Valuation of ExchangeRight Secured Loans

The Trustee will follow GAAP in evaluating the reported value of any ExchangeRight Secured Loan. The Trustee anticipates holding these assets at par value. The Trustee will monitor the value of these assets on an ongoing basis to determine if the carrying value shows any indication of a potential impairment. If such an impairment indicator is present, the Trustee will compare the carrying amount with its recoverable amount. If such calculation determines the presence of an impairment, the asset value will be reduced to the expected recoverable value. The Trustee does not anticipate increasing the value of any such assets above the par value of any Secured Loans made by our Operating Partnership.

Valuation of Real Estate-Related Liabilities

Our real estate-related liabilities consist of financing for our portfolio of assets. These liabilities will be included in the determination of our NAV at their outstanding book value as recorded in accordance with GAAP. Future costs incurred related to acquiring a loan will be amortized over the life of the loan in accordance with GAAP.

NAV and NAV per Share Calculation

The Trustee will calculate our NAV as of the end of each calendar quarter as the sum of the value of our real property portfolio, as determined by the Independent Valuation Firm or another valuation service provider as of the end of such calendar quarter, ExchangeRight Secured Loans, cash, reserves, and any other assets of the Trust, less the total amount of our real estate-related liabilities and any other liabilities. If we have more than one class or series of common shares outstanding, we will first determine the NAV of our Company and then use such aggregate NAV to determine the NAV of each such class or series of our common shares by making adjustments applicable to such class or series, to the extent such adjustments are necessary. The Trustee will calculate our NAV per common share as of the end of each calendar quarter as our NAV divided by the total number of our common shares outstanding as of the close of business on the last day of the calendar quarter. We expect that we will publish any adjustment to the NAV and the corresponding adjustments to the offering prices of our shares on or before the 45th day following each completed fiscal quarter, unless such day is a Saturday, Sunday or banking holiday, in which case publication will be on the next business day.

Valuation of DST Portfolios

ExchangeRight's aggregation strategy and the Company's valuation require affiliated portfolios to be accretive to the Company prior to being included in the Company's identified asset pipeline for acquisition. ExchangeRight's aggregation strategy and valuation approach are intended to provide its DST portfolios and its investors with capital preservation, stable income, and access to the Company's long-term growth potential for DST portfolio investors who are participating in the aggregation strategy via a tax-deferred 721 exchange at exit. The purchase price for the DST interests upon exit will be based on the Sponsor's determination based on available third-party valuation information and considering the Master Lease. The Trustee anticipates any such purchase price determination will target a return of capital in addition to the stable income for DST interests as part of this valuation process and DST portfolio investors will have no control over the value of any such purchase price or the exit strategy. The DST manager will obtain a third-party valuation of the DST portfolio to determine the purchase price if a disposition is being made through an affiliated acquisition and any such disposition would result in less than a full return of the DST portfolio investors' original capital contributions to the DST portfolio. For DST portfolio investors who do not participate in the Company's broader aggregation strategy and instead choose a 1031 exchange or to cash out at exit, ExchangeRight targets providing capital preservation and stable income throughout the DST portfolio hold period. The past performance of the Sponsor and any past offerings does not guarantee future results. Investment, exit and liquidity objectives, timing, and results are not guaranteed.

Oversight by Our Trustee

All parties engaged by us in the calculation of our NAV are subject to the oversight of our Trustee. As part of this process, our Trustee will review the estimates of the values of our real property portfolio and real estate-related assets for consistency with our valuation guidelines and the overall reasonableness of the valuation conclusions. Although the Independent Valuation Firm or other pricing sources may consider any comments received from us as part of their valuation process, the final estimated value ranges of our real estate assets will be determined by the Independent Valuation Firm. Our Trustee will have the right to engage additional valuation firms and pricing sources to review the valuation process or valuations, if deemed appropriate.

Each year our Trustee will review the appropriateness of our valuation procedures. With respect to the valuation of our properties, the Independent Valuation Firm or another valuation service provider will provide the Trust with periodic valuation reports. From time to time our Trustee may adopt changes to the valuation procedures if it (1) determines that such changes are likely to result in a more accurate reflection of NAV or a more efficient or less costly procedure for the determination of NAV without having a material adverse effect on the accuracy of such determination or (2) otherwise reasonably believes a change is appropriate for the determination of NAV.

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ESTIMATED USE OF PROCEEDS

We intend to contribute the net proceeds from this offering to the Operating Partnership in exchange for partnership units of the Operating Partnership. The Operating Partnership intends to use the net proceeds of this offering to acquire the Identified Trust Properties, or other or additional properties identified by our Trustee consistent with our investment objectives, and to pay certain fees and expenses related to the offering and acquisition of the Identified Trust Properties or such other or additional properties.

If the maximum offering amount is increased, the net proceeds of this offering will be used to acquire the properties identified by the Trustee and to pay fees and expenses relating to the offering and acquisition of such properties at the same pro rata levels and terms as have been incurred for the existing assets under management. Any additional net proceeds of this offering will be used to acquire additional net-leased necessity-based retail and healthcare assets similar to the Identified Trust Properties and consistent with our investment objectives and for working capital, capital expenditures, and other general company purposes, including repayment and refinancing of debt.

Pending the acquisition of the Identified Trust Properties or other or additional properties, and thereafter, the proceeds of this offering may be invested in ExchangeRight Secured Loans and/or invested in short-term interest-bearing securities or accounts consistent with our intention to qualify as a REIT with the goal of generating favorable risk adjusted returns while maintaining liquidity to fund our repurchase program. The Operating Partnership intends to use any additional net proceeds from this offering to acquire additional net-leased necessity-based retail and healthcare assets consistent with our investment objectives and for working capital, capital expenditures and other general corporate purposes, repayment and refinancing of debt which may include acquisitions and developments.

The Trust has not set a minimum offering amount for this offering. All proceeds from the sale of shares will be delivered directly to the Trust's operating account and be available for immediate use by the Trust at its discretion. Each common share's price per share may change in future quarters, in the sole discretion of the Trustee.

Identified Trust Properties

Each of the Identified Trust Properties was identified to be acquired by the Trust subject to finalizing merger or purchase agreements, various required consents, and were included in the valuation performed by the Independent Valuation Firm on which the Projected Trust NAV is based.

Other or Additional Properties Identified for Acquisition

If we identify or acquire properties other than the Identified Trust Properties that are owned or controlled by ExchangeRight with the proceeds of this offering, their pricing would be supported in part by an independent real estate valuation by the Independent Valuation Firm, or a successor independent appraiser, which pricing in the aggregate for the newly identified properties would result in a projected NAV per share (determined using the same principles used to determine the Projected Trust NAV) that is equivalent to or at a premium to the then-current NAV per share of the Trust.

Secured Loan Program

We have entered into a Revolving Secured Line of Credit Agreement (the "**RSLCA**"), under which we will make short-term secured loans to ExchangeRight ("**ExchangeRight Secured Loans**"). ExchangeRight will pay our Operating Partnership a drawn rate of interest equal to 12% per annum. When funds under the RSLCA are drawn by ExchangeRight, they will be available to be invested into single-tenant, net-leased necessity-based retail and healthcare real estate properties throughout the United States, net leased under leases to primarily Investment-Grade tenants similar to the currently owned properties. When the properties are "sold" wholly or partially (i.e., through a DST syndication), then ExchangeRight must repay all of the funds utilized pursuant to the RSLCA before the end of the current calendar quarter. The RSLCA is a 5-year commitment with ExchangeRight, but the Trust has a right to either increase or lower the amount of the aggregate loan commitment with 60 days' notice to ExchangeRight.

Allocation of Proceeds

The following table sets forth information about how we intend to use the proceeds raised in this offering, assuming that we sell the maximum offering of $2,165,000,000 of Class D common shares, Class I common shares, Class A

common shares, and Class S common shares pursuant to this offering. As of June 30, 2026, there was up to $1.185 billion of Common Shares available for future issuance in the Private Offering, before selling commissions and expenses after calculating capital raise from other sources and issuance of Operating Partnership units. The Company intends to continue selling Common Shares in the Private Offering on a monthly basis. Many of the figures set forth below represent management's best estimate since they cannot be precisely calculated at this time. Proceeds used to purchase real estate or other real estate-related investments include proceeds used to fund ExchangeRight Secured Loans or repay any indebtedness incurred in respect of such purchases. We will not pay distributions from proceeds raised in this offering, unless we determine that we are required to do so in order to comply with the requirements for REIT qualification or to avoid incurring federal income tax on behalf of the Essential Income REIT. Our distribution policy is for our inception-to-date cash flows from operations to always exceed our distributions that have been declared and paid.

The following table presents information with respect to Class D shares:

Reconciliation of Total Estimated Gross Offering Proceeds Available for Investment for Class D Shares	**Maximum Class D Offering Amount**[(1)]	**Maximum Offering Amount Percent**
Gross Offering Proceeds[(1)]	$2,165,000,000	100.00%
Selling Commissions[(2)]	$0	0.00%
Organization and Offering Expenses[(3)]	$21,650,000	1.00%
Amount Available for Investment	**$2,143,350,000**	**99.00%**

The following table presents information with respect to Class I shares:

Reconciliation of Total Estimated Gross Offering Proceeds Available for Investment for Class I Shares	**Maximum Class I Offering Amount**[(1)]	**Maximum Offering Amount Percent**
Gross Offering Proceeds[(1)]	$2,165,000,000	100.00%
Selling Commissions[(2)]	$0	0.00%
Organization and Offering Expenses[(3)]	$21,650,000	1.00%
Amount Available for Investment	**$2,143,350,000**	**99.00%**

The following table presents information with respect to Class A shares:

Reconciliation of Total Estimated Gross Offering Proceeds Available for Investment for Class A Shares	**Maximum Class A Offering Amount**[(1)]	**Maximum Offering Amount Percent**
Gross Offering Proceeds[(1)]	$2,301,967,039	100.00%
Selling Commissions[(2)]	$178,402,446	7.75%
Sponsor Support of Selling Commissions[(2)]	($41,435,407)	-1.80%
Organization and Offering Expenses[(3)]	$21,650,000	0.94%
Amount Available for Investment	**$2,143,350,000**	**93.11%**

The following table presents information with respect to Class S shares:

Reconciliation of Total Estimated Gross Offering Proceeds Available for Investment for Class S Shares	**Maximum Class S Offering Amount**[(1)]	**Maximum Offering Amount Percent**
Gross Offering Proceeds[(1)]	$2,243,523,316	100.00%
Selling Commissions[(2)]	$78,523,316	3.50%
Organization and Offering Expenses[(3)]	$21,650,000	0.97%
Amount Available for Investment	**$2,143,350,000**	**95.53%**

(1) Assumes the maximum offering amount is sold. As of June 30, 2026, there was up to $1.185 billion of Common Shares available for future issuance in the Private Offering, before selling commissions and expenses after calculating capital raise from other sources and issuance of Operating Partnership units. The Company intends to continue selling Common Shares in the Private Offering on a monthly basis. Our Trustee may increase the maximum aggregate amount of this offering, in its sole discretion, to acquire additional properties consistent with our investment objectives, which are intended to include properties owned or controlled by ExchangeRight to take advantage of ExchangeRight's diversification and scale as well as its aggregation strategy. Our Trustee may expand the offering to achieve those objectives if such an expansion would result in a projected NAV per share (determined using the same principles as used to determine the Projected Trust NAV) that is equivalent to or at a premium to the then-current NAV per share of the Trust based in part on an independent real estate valuation from the Independent Valuation Firm, or a successor independent valuation agent.

(2) Offers and sales of shares will be made on a "best efforts" basis by Broker-Dealers, who are members of FINRA. The four share classes have different minimum investment amounts, selling commissions and ongoing fees. We are offering to sell any combination of Class D, Class I, Class A, and Class S shares with a dollar value up to the maximum offering amount. The following fees will be paid from the gross offering price of shares sold in this offering, except where otherwise noted. For Class D and I shares, ERS, a FINRA-member Broker-Dealer and an Affiliate of the Sponsor, may act as the Broker-Dealer of record for investors of RIAs and may receive a fee of 0.25% of the gross offering price from the Sponsor in consideration for this role; this fee will be paid directly by the Sponsor and will not be reimbursed by the Trust or paid from offering proceeds. For Class A shares, the Trust will pay the following Selling Commissions and Expenses: (i) Selling Commissions of up to 6.00% of the gross offering price to participating Broker-Dealers; (ii) a nonaccountable marketing and due diligence allowance of up to 1.25% of the gross offering price of shares sold in this offering to the Broker-Dealers; and (iii) 0.50% of the gross offering price to ERS to oversee the sale of the Sponsor's offerings. Any portion of this 0.50% not paid to ERS may be retained by the Sponsor on a nonaccountable basis, up to half of which may be reallowed to Broker-Dealers at ERS's discretion. In addition, the Sponsor has agreed to pay a portion of the Selling Commissions and Expenses in an amount up to approximately 1.80% of the gross offering price of shares sold in this offering. Our Sponsor has agreed that under no circumstances may proceeds from this offering be used to pay the Sponsor support reimbursement. As a result, the aggregate amount of the Selling Commissions and Expenses paid by the Trust will not exceed 5.95% of the maximum offering amount. For Class D shares, there are no upfront Selling Commissions or upfront fees paid by the Trust; however, ERS may receive an ongoing Dealer Manager Fee of 0.25% per annum of the initial subscription price from declared distributions, not from offering proceeds, to reimburse the Sponsor for its costs associated with providing shareholders and their Registered Investment Advisors or Representatives with access to various custodians and/or platforms. Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the investor. For Class S shares, the Trust will pay Selling Commissions of up to 3.50% of the gross offering price to Broker-Dealers. In addition, each shareholder subscribing for Class S shares shall directly pay their respective Broker-Dealer 0.60% per annum of the initial subscription price for the Class S shares for their financial advisor or registered representative and 0.25% to ERS as the Managing Broker-Dealer. Such 0.25% per annum shall be utilized by ERS to reimburse the Sponsor for its costs associated with providing a shareholder and its Broker-Dealer with access to various custodians and/or platforms. Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the Broker-Dealers. The total of such fees paid to the Broker-Dealer will not exceed a Stockholder Servicing Fee of 0.85% per annum. The stockholder servicing fee may be other amounts, provided that the sum of such fees will not exceed the 0.85% per annum of the initial subscription price of such shares. The Stockholder Servicing Fee shall only be payable directly to the Broker-Dealers

through distributions declared by the Trust, and shall not be accrued or impact shareholder equity. As a result, the Class S shares are anticipated to have the same NAV as the Trust's other share classes. In the event the Trust does not declare a distribution or if such distribution is not sufficient to cover the Stockholder Servicing Fee, then no such Stockholder Servicing Fee shall be paid to the Broker-Dealer in that current period. We will cease paying the Stockholder Servicing Fee to the shareholder's Broker-Dealer of record with respect to any Class S share held in a shareholder's account upon the sooner of 1) a redemption of the Class S share by the shareholder or 2) at the end of the month in which we determine that total upfront Selling Commissions and Expenses and Stockholder Servicing Fees paid to the shareholder's Broker-Dealer of record with respect to the shares held by such shareholder within such account would exceed, in the aggregate, 8.75% of the gross proceeds from the sale of such shares. At the end of such month, such Class S share will convert into a number of Class D shares (including any fractional shares) with an equivalent aggregate NAV for any such share. Although we cannot predict the length of time over which the stockholder servicing fee will be paid, this fee would be paid with respect to a Class S share over approximately 6.18 – 8.75 years from the date of purchase, assuming payment of the full upfront selling commissions and consistent payment of the Stockholder Servicing Fee. The Sponsor may pay higher marketing and due diligence allowances for certain Broker-Dealers, which Broker-Dealers would accept reduced Selling Commissions on a pro rata basis. The Sponsor may, at its sole discretion, pay up to an additional 1.50% in commissions to Broker-Dealers, which will be paid by the Sponsor and will not be reimbursed by the Trust or paid out of offering proceeds. The Sponsor may pay reduced Selling Commissions and Expenses or waive such sums with respect to shares purchased by Affiliates and other persons. See "*Estimated Use of Proceeds*" and "*Plan of Distribution*."

(3) This amount represents the Sponsor's anticipated reimbursement on a nonaccountable basis for out-of-pocket expenses incurred in connection with this offering and the organization of the Trust in an amount equal to 1.0% of the net proceeds to the Trust of the offering. These include, but are not limited to, fees related to special purpose entity formation, legal and accounting fees, marketing expenses, and other costs and expenses directly related to the offering and organization of the Trust, all of which are being initially paid by the Sponsor or its affiliates ("**Organizational and Offering Costs**"). The Sponsor will be responsible to pay any such fees in excess of this amount and will be entitled to retain any unused funds on a nonaccountable basis.

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DISTRIBUTION POLICY

We have qualified as a REIT for federal income tax purposes and anticipate continuing to do so. The Code generally requires that a REIT annually distribute at least 90% of its REIT taxable income, determined without regard to the deduction for dividends paid and excluding any net capital gain, and imposes tax on any taxable income retained by a REIT, including capital gains.

To satisfy the requirements for qualification as a REIT and generally not be subject to federal income and excise tax, we intend to continue to make regular monthly distributions of all or substantially all of our REIT taxable income, determined without regard to dividends paid deduction, to our shareholders out of assets legally available for such purposes. The amount and timing of all future distributions to shareholders will be determined at the sole discretion of our Trustee. We will not pay distributions from proceeds raised in this offering, unless we determine that we are required to do so in order to comply with the requirements for REIT qualification or to avoid incurring federal income tax. Instead, and subject only to modifying our distribution amount to maintain REIT qualification and avoid incurring federal income tax, we will pay distributions from cash flows from operations.

The Trust's current distribution from operations represents a 6.29% annualized return based on the current NAV per share. The ratio of the Company's AFFO for the twelve months ended June 30, 2026 to the Company's current NAV per share resulted in an AFFO yield of 6.24% per share. The Company has an AFFO-to-distribution coverage of 103.12% since inception through June 30, 2026. Our distribution policy is for our inception-to-date cash flows from operations to always exceed our distributions that have been declared or paid, rather than making distributions out of investor equity or financing, subject only to REIT qualification requirements or to avoid incurring federal income tax. The distribution has been increased by our Trustee five times since our March 2019 inception to a $0.1449 per month per share ($1.74 annualized) as of June 30, 2026. The Trustee currently pays dividends on the 15th day of the month following the dividend period to our shareholders of record as of the close of business on the last day of the monthly dividend period (i.e., the distribution declared on March 31 for the period March 1 – 31 would be paid on April 15).

An affiliate of ExchangeRight will be entitled to a promote interest payable by the Operating Partnership, of 20% of all amounts otherwise available for distribution from our Operating Partnership (including amounts distributable to us for payment to our shareholders), but only after the holders of OP Units (including the OP Units held by us with respect to the common shares issued in this offering) have received, in cash, a return of all capital contributions made with respect to such OP Units and a 7% cumulative, non-compounded annual return on all such capital contributions. Such calculation shall be performed individually based on the dates corresponding to an investor's investment that is being redeemed. See "*Our Operating Partnership Agreement—Special Limited Partner Interest*."

When determining the amount and timing of future distributions, we expect that our Trustee will consider, among other factors, (i) the amount of cash generated from our operating activities, (ii) our expectations of future cash flows, (iii) our determination of near-term cash needs for acquisitions of new properties, general property capital improvements and debt repayments, (iv) our ability to continue to access additional sources of capital, (v) the requirements of Maryland law, (vi) the amount required to be distributed to maintain our status as a REIT and to reduce any income and excise taxes that we otherwise would be required to pay and (vii) any limitations on our distributions contained in our credit or other agreements.

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QUESTIONS AND ANSWERS ABOUT THIS OFFERING

Below we have provided some of the more frequently asked questions and answers relating to an offering of this type. Please see "*Overview of Our Company and Its Business"* and the remainder of this Memorandum for more detailed information about this offering.

See "*Risk Factors*" for a description of the principal risks you should consider before buying our shares.

Q: Why is the Essential Income REIT structured as a real estate investment trust (REIT)?

A: We have structured the Essential Income REIT as a real estate investment trust ("REIT") to take advantage of certain tax benefits that are unique to REITs. In general, for U.S. federal income tax purposes, a real estate investment trust (REIT) is a company that:

- pays distributions to investors of at least 90% of its REIT taxable income;
- avoids the "double taxation" treatment on earnings that generally results from investments in a corporation because a REIT generally is not subject to federal corporate income taxes on its net income, provided certain income tax requirements are satisfied;
- allows individual shareholders to be eligible to deduct 20% of the dividend income received from us, as enacted pursuant to the Tax Cuts and Jobs Act of 2017 and revised by the OBBBA; and
- combines the capital of many investors to acquire a large-scale diversified real estate portfolio under professional management.

Q: How is the ExchangeRight Essential Income REIT different from other offerings of REIT shares?

A: Our offering is anticipated to present several differentiating characteristics compared to other REIT offerings in the industry. A few of these factors are noted below:

Recession-Resilient Tenants, Fully Covered Distributions, and Tax Deferral

The Essential Income REIT's monthly distribution rate per share of $0.1449 ($1.74 annualized) is paid out of the operating cash flows of a portfolio leased to recession-resilient tenants. The Company has an AFFO-to-distribution coverage of 103.12% since inception through June 30, 2026. In 2025, 62.05% of the Essential Income REIT's 2025 distributions to investors were reported as a non-taxable return of capital for federal income tax purposes on Form 1099-DIV. The remaining 37.95% of the 2025 distributions that investors received in the Essential Income REIT were subject to federal and state income tax for 2025. The Section 199A deduction for REITs further decreased the federal taxable income for 2025 with respect to ordinary dividends by an additional 20% of the 37.95%.

Among the Highest FFO Yield, Dividend, and FFO Coverage in the Industry

Compared to the REITs tracked by Blue Vault, the Institute for Portfolio Alternatives (IPA), and Robert A. Stanger & Company as of December 31, 2025, we have one of the highest distribution rates and distribution coverage ratios.

Targeting Long-term Value for Shareholders

The Essential Income REIT is targeting to utilize its net leased platforms to execute on its aggregation strategy to provide AFFO coverage that over the longer-term can create an increased NAV per share for shareholders. There is no guarantee that any aggregation strategy will be executed or that they will produce enhanced liquidity or returns.

Adding ExchangeRight's Diversification and Scale to Execute an Aggregation Strategy

Our Sponsor intends to continue to acquire properties with long-term net leases primarily to essential, recession-resilient, and investment-grade tenants across its DST and REIT platforms with the goal of growing its total assets under management to $10+ billion within the next three years. The Sponsor's aggregation strategy is intended to leverage the significant synergies between its net lease DST and REIT platforms in order to provide stable monthly income; reduce risk and enhance value through increased diversification; expand capacity to accommodate liquidity needs; provide ongoing tax deferral; unlock additional access to capital; and optimize estate planning benefits on behalf of investors across both DST and REIT platforms.

An Investor-Centric Structure and Significant Alignment of Interest

The Sponsor and Its Key Principals have invested over $19,000,000 of their capital into shares and OP Units of the Essential Income REIT alongside investors as of June 30, 2026. Our fees are among the lowest in the industry and we earn the majority of our returns by participating in the potential profits above a 100% return of capital and a 7% annual return on investment to investors. The combination of these factors creates a strong incentive for us to execute a successful aggregation strategy on behalf of investors and our own capital.

Past performance of the Trust, Sponsor, or its principals does not guarantee future results. There is no guarantee that the Trust will meet any of its investment, aggregation and liquidity strategies, or return objectives.

Q: How is your NAV per share calculated?

A: We have engaged the Independent Valuation Firm (or will engage a successor independent appraiser) to serve as our independent valuation firm with respect to the quarterly valuation of our real estate assets. Our Trustee will calculate our NAV as of the end of each calendar quarter as the sum of the value of our real property portfolio, based in part on the most recent independent real estate valuation determined by the Independent Valuation Firm, ExchangeRight Secured Loans, cash, reserves, and any other assets of the Trust, less the total amount of our real-estate related liabilities and any other liabilities. Our Trustee will calculate our NAV per common share as our NAV divided by the total number of our common shares and OP Units outstanding as of the close of business on the last day of the calendar quarter. We expect that we will publish any adjustment to the NAV and the corresponding adjustments to the offering prices of our shares on or before the 45th day following each completed fiscal quarter, unless such day is a Saturday, Sunday or banking holiday, in which case publication will be on the next business day.

See "*Calculation of Net Asset Value and Valuation Procedures*" for more information regarding the calculation of our NAV per share.

Q: What type of properties will you invest in?

A: We target executing on our aggregation strategy in a way that positions future valuations to reflect the success of ExchangeRight's recession-resilient investment strategy, especially our focus on net-leased properties backed primarily by Investment-Grade tenants that successfully operate in the necessity retail and healthcare industries which have proven to be essential and recession resilient.

In order to continue to diversify the portfolio and move towards executing the aggregation strategy, we intend to continue to grow our net-lease DST platform to create a further diversified pipeline of potential acquisitions that are primarily single-tenant, net-leased properties leased to primarily Investment-Grade tenants focused on necessity retail and healthcare businesses. This acquisition pipeline intends to maintain our focus on strong, recession-resilient tenants while significantly enhancing our diversification. The portfolio features primarily Investment-Grade tenants and approximately 94% of the portfolio's NOI is derived from tenants that are essential as of June 30, 2026. The portfolio is diversified by lease and debt term and across 98 tenants, 19 recession-resilient industry segments, 917 distinct markets, and 47 different states.

The Trust may make adjustments to the target portfolio that are consistent with its strategy, based on real estate market conditions and investment opportunities. In addition, please note that when considering portfolio acquisitions, the Trust will consider the portfolio composition and its investment metrics as a whole and particular portfolios may include individual properties that are vacant; however, when considering portfolio acquisitions that include such properties, the Trust will consider the portfolio composition as a whole and will adjust the pricing for a future retenanting event.

The Trust targets these tenants as they operate in industries which historically have experienced stable demand and growth despite economic cycles and needs-based, recession-resilient industries such as discount necessity-based retail, specialized health services, pharmaceutical, farm and rural supply, automotive, grocery, other discount retail, and hospitals. National Investment-Grade tenants, and especially tenants operating in necessity-based retail and healthcare industries have historically benefited from consistent demand throughout recessionary times and the ability to continue to meet long-term lease obligations. This durability of net-leased necessity-based retail and healthcare operating performance, combined with the longer-term structure and tenant obligations of net leases, is anticipated to help the Trust maintain investor distributions even in the face of local or national economic difficulties. The Trust will seek to enhance its long-term portfolio diversification through acquisitions and other strategic transactions for the purpose of building a large, robust, and growing portfolio of net-leased real estate that is diversified by industry, tenant, geography, lease term, and loan maturity.

See "*Overview of Our Company and Its Business*" for a more detailed discussion of all of the types of investments we may make.

Q: Generally, what are the terms of your leases?

A: The Trust Properties have leases primarily with Investment-Grade rated tenants. The weighted-average lease term of our current portfolio is 5.3 years as of June 30, 2026. The leases of the Trust Properties commonly have triple or double net leases. Triple net leases typically require the tenant to pay all costs associated with a property including taxes, insurance, and capital expenditures for the roof and the building structure, in addition to the base rent and percentage rent, if any. Double net leases typically hold the landlord responsible for the capital expenditures for the roof and structure and sometimes the parking lot, while the tenant is responsible for all lease payments and remaining operating expenses associated with the property. The net lease structure, which obligates the tenant to pay for the operating expenses of the property, helps ensure the predictability and stability of the Trust's expenses. It is anticipated this structure will result in greater predictability and stability of the cash distributions to shareholders.

Q: What type of leverage will you target for the Trust?

A: We intend to use long-term leverage in a moderate fashion. Our target leverage level on our entire portfolio of assets is approximately 50%, with the flexibility to reach 60% in order to comply with our loan agreements. As of June 30, 2026, the Company's leverage is 47.73% of our total assets under management. Note, however, that we may utilize leverage to a greater degree initially in order to acquire a greater number of properties with the cash available from investors in order to generate additional diversification and additional cash flow for distribution for investors. The Trust has a Cash Interest Coverage Ratio of 2.38 times for the 12 months ended June 30, 2026.

Q: What are the liquidity provisions of the Share Repurchase Program?

A: As noted above, our aggregation strategy may provide potential future liquidity to investors. In addition, we expect to have the flexibility to provide our investors with limited liquidity, if authorized by our Trustee. Holders of shares may request partial liquidity through redemptions on a quarterly basis of up to five percent (5%) of the Trust's issued and outstanding shares per fiscal year, at a repurchase price as follows:

- beginning from the date of original subscription for the shares to be repurchased, the lower of 95% of the net original purchase price of $27.63 or NAV/share (net purchase price being measured as purchase price less Selling Commissions and Expenses);

- beginning one year from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price of $27.63 or NAV/share;

- beginning two years from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price plus a 40 bps premium ($27.74), or NAV/share;

- beginning three years from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price plus a 60 bps premium ($27.80), or NAV/share;

- beginning four years from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price plus an 80 bps premium ($27.85), or NAV/share; and

- beginning five years from the date of original subscription for the shares, the shares will be purchased at NAV/share.

The current NAV is $27.63 per share as of June 30, 2026. Upon the death or qualifying disability (as such term is defined in Section 72(m)(7) of the Code) of a shareholder, upon request, we may waive the five percent volume limitation noted above and the five percent deduction, if the death or disability occurs prior to the one year anniversary date of original subscription for the shares to be repurchased (i.e., repurchases requested as a result of death or disability prior to the second anniversary date of the original subscription would be repurchased at a repurchase price equal to the lower of the net original purchase price ($27.63) or NAV/share) and such repurchases will be subject to the other conditions and limitations described herein under "*Share Repurchase Program.*" Due to the illiquid nature of investments in real estate, we may not have sufficient liquid resources to fund repurchase requests.

Any proceeds due to investors for the shares to be repurchased through redemptions shall be reduced by amounts the special limited partner is entitled to receive for its incentive fee (i.e., a market value equal to 20% of the amount by which (i) the sum of the market value of our outstanding common shares and OP Units, plus total cash distributions made on our common shares and OP Units, exceeds (ii) the sum of our common shareholders' and OP Unitholders' invested capital plus total distributions required to be made to our common shareholders and OP Unitholders in order to pay the shareholders and OP Unitholders a 7% cumulative, non-compounded annual return on invested capital, reduced by any distributions previously made to the special limited partner). Such calculation shall be performed individually based on the dates corresponding to an investor's investment that is being redeemed.

We may repurchase fewer shares than have been requested in any particular quarter to be repurchased under our share repurchase plan, or none at all, in our discretion at any time. In addition, the aggregate of total repurchases of all of our share classes will be limited to no more than 5% of the Trust's issued and outstanding shares per fiscal year.

Q: What is the experience of your management team?

A: As of June 30, 2026, ExchangeRight and its affiliates have acquired and currently manage over $7.5 billion in assets under management, including over 1,400 properties primarily composed of single-tenant properties net-leased to essential, Investment-Grade tenants operating in the necessity-based retail and healthcare industries. The portfolio features primarily Investment-Grade tenants and approximately 94% of the portfolio's NOI is derived from tenants that are essential as of June 30, 2026. The portfolio totals over 30 million square feet and is diversified across 98 tenants, 19 recession-resilient industry segments, 917 distinct markets, and 47 different states. The portfolio also benefits from significant lease and debt laddering that avoids significant concentrations of rollover in any one year. In addition, the Sponsor is currently operating three preferred equity funds. ExchangeRight has successfully sponsored 134 total offerings as of June 30, 2026. 34 of these offerings have gone full-cycle and each has met or exceeded projected returns, resulting in average annual returns to investors of 8.60% as of June 30, 2026. All of the current programs are meeting or exceeding investor cash flow distribution projections.

Q: Is there any payment of a placement agent fee related to my investment?

A: Investors will pay Selling Commissions related to their investment. Offers and sales of shares will be made on a "best efforts" basis by Broker-Dealers who are members of FINRA. The four share classes have different minimum investment amounts, selling commissions and ongoing fees. We are offering to sell any combination of Class D, Class I, Class A, and Class S shares with a dollar value up to the maximum offering amount. The following fees will be paid from the gross offering price of shares sold in this offering, except where otherwise noted. For Class D and I shares, ERS, an Affiliate of the Sponsor, may act as the Broker-Dealer of record for investors of RIAs and may receive a fee of 0.25% of the gross offering price from the Sponsor in consideration for this role; this fee will be paid directly by the Sponsor and will not be reimbursed by the Trust or paid from offering proceeds. For Class A shares, the Trust will pay

the following Selling Commissions and Expenses: (i) Selling Commissions of up to 6.00% of the gross offering price to participating Broker-Dealers; (ii) a nonaccountable marketing and due diligence allowance of up to 1.25% of the gross offering price of shares sold in this offering to the Broker-Dealers; and (iii) 0.50% of the gross offering price to ERS to oversee the sale of the Sponsor's offerings. Any portion of this 0.50% not paid to ERS may be retained by the Sponsor on a nonaccountable basis, up to half of which may be reallowed to Broker-Dealers at ERS's discretion. In addition, the Sponsor has agreed to pay a portion of the Selling Commissions and Expenses in an amount up to approximately 1.80% of the gross offering price of shares sold in this offering. Our Sponsor has agreed that under no circumstances may proceeds from this offering be used to pay the Sponsor support reimbursement. As a result, the aggregate amount of the Selling Commissions and Expenses paid by the Trust will not exceed 5.95% of the maximum offering amount. For Class D shares, there are no upfront Selling Commissions or upfront fees paid by the Trust; however, ERS may receive an ongoing Dealer Manager Fee of 0.25% per annum of the initial subscription price from declared distributions, not from offering proceeds, to reimburse the Sponsor for its costs associated with providing shareholders and their Registered Investment Advisors or Representatives with access to various custodians and/or platforms. Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the investor. For Class S shares, the Trust will pay Selling Commissions of up to 3.50% of the gross offering price to Broker-Dealers. In addition, each shareholder subscribing for Class S shares shall directly pay their respective Broker-Dealer 0.60% per annum of the initial subscription price for the Class S shares for their financial advisor or registered representative and 0.25% to ERS as the Managing Broker-Dealer. Such 0.25% per annum shall be utilized by ERS to reimburse the Sponsor for its costs associated with providing a shareholder and its Broker-Dealer with access to various custodians and/or platforms. Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the Broker-Dealers. The total of such fees paid to the Broker-Dealer will not exceed the Stockholder Servicing Fee of 0.85% per annum. The stockholder servicing fee may be other amounts, provided that the sum of such fees will not exceed the 0.85% per annum of the initial subscription price of such shares. The Stockholder Servicing Fee shall only be payable directly to the Broker-Dealers through distributions declared by the Trust, and shall not be accrued or impact shareholder equity. As a result, the Class S shares are anticipated to have the same NAV as the Trust's other share classes. In the event the Trust does not declare a distribution or if such distribution is not sufficient to cover the Stockholder Servicing Fee, then no such Stockholder Servicing Fee shall be paid to the Broker-Dealer in that current period. We will cease paying the Stockholder Servicing Fee to the shareholder's Broker-Dealer of record with respect to any Class S share held in a shareholder's account upon the sooner of 1) a redemption of the Class S share by the shareholder or 2) at the end of the month in which we determine that total upfront Selling Commissions and Expenses and Stockholder Servicing Fees paid to the shareholder's Broker-Dealer of record with respect to the shares held by such shareholder within such account would exceed, in the aggregate, 8.75% of the gross proceeds from the sale of such shares. At the end of such month, such Class S share will convert into a number of Class D shares (including any fractional shares) with an equivalent aggregate NAV for any such share. Although we cannot predict the length of time over which the stockholder servicing fee will be paid, this fee would be paid with respect to a Class S share over approximately 6.18 – 8.75 years from the date of purchase, assuming payment of the full upfront selling commissions and consistent payment of the Stockholder Servicing Fee. The Sponsor may pay higher marketing and due diligence allowances for certain Broker-Dealers, which Broker-Dealers would accept reduced Selling Commissions on a pro rata basis. The Sponsor may, at its sole discretion, pay up to an additional 1.50% in commissions to Broker-Dealers, which will be paid by the Sponsor and will not be reimbursed by the Trust or paid out of offering proceeds. The Sponsor may pay reduced Selling Commissions and Expenses or waive such sums with respect to shares purchased by Affiliates and other persons.

Q: What will be the source of your distributions?

A: We expect to pay distributions from the cash flow from our operations that are fully covered from income from assets backed by primarily by long-term leases to recession-resilient, Investment-Grade credit tenants that currently operate successfully in the necessity-based retail and healthcare space and that are diversified by geography, tenant, industry, lease term, and debt maturities. Our Trustee has adopted a distribution policy where our inception-to-date cash flows from operations always exceed our distributions that have been declared or paid, rather than making distributions out of investor equity or financing, subject only to REIT qualification requirements or to avoid incurring federal income tax. See "*Distribution Policy*" for additional information on our distribution policy. Provided we maintain our qualification as a REIT for U.S. federal income tax purposes, our distributions will constitute a return of capital for federal income tax purposes to the extent that they exceed our earnings and profits as determined for tax purposes.

Q: Will the distributions I receive be taxable as ordinary income?

A: Generally, unless your investment is held in a qualified tax-exempt account, distributions that you receive from our ER shares will be taxed as ordinary income to the extent they are from current or accumulated earnings and profits, after reduction for depreciation. In 2025, 62.05% of the Essential Income REIT's 2025 distributions to investors were reported as a non-taxable return of capital for federal income tax purposes as reported on Form 1099-DIV. The remaining 37.95% of the 2025 distributions that investors received in the Essential Income REIT were subject to federal and state income tax for 2025. Income will be taxed in each investor's resident state. There are no additional state filing requirements. Pursuant to the Tax Cuts and Jobs Act of 2017, as revised by the OBBBA, individual shareholders will also be able to deduct 20% of the dividend income received from the Trust. The portion of your distribution that is not currently taxable is considered a return of capital for tax purposes and will reduce the tax basis of your investment. This, in effect, defers a portion of your tax until your investment is sold or we are liquidated, which proceeds may be eligible to be taxed at capital gains rates. However, because each investor's tax considerations are different, we recommend that you consult with your tax advisor. You also should review the section of this Memorandum titled "*Certain U.S. Federal Income Tax Considerations.*"

For IRA or tax-exempt investors, our payment of distributions to a tax-exempt employee pension benefit trust or other domestic tax-exempt shareholders generally will not constitute UBTI to such shareholder unless such shareholder has borrowed to acquire or carry its shares.

Q: Is there a plan for investors to reinvest their distributions into shares?

A: The ability for investors to reinvest dividends through a dividend reinvestment plan ("**DRIP**") is available to eligible investors. Investors in the Trust are provided the option to reinvest their monthly dividends into newly issued shares at a 1% discount to NAV per share.

Q: What will you do with the money raised in this offering before you invest the proceeds in real estate?

A: We expect to deploy the money raised by this offering into the Identified Trust Properties as it is received by the Trust. Since we have already pre-identified the assets intended to be acquired by us with the initial $2.165 billion aggregate amount of this offering, and since we already have these same assets under management or control, we anticipate being able to invest proceeds promptly into acquiring the Identified Trust Properties in stages after raising the capital. As of June 30, 2026, there was up to $1.185 billion of Common Shares available for future issuance in the Private Offering, before selling commissions and expenses after calculating capital raise from other sources and issuance of Operating Partnership units. The Company intends to continue selling Common Shares in the Private Offering on a monthly basis. If the maximum amount of the offering is increased by our Trustee, we expect that our Trustee will have fully identified additional assets consistent with our investment strategies with the additional proceeds, and we anticipate being able to invest proceeds promptly in such additional properties. See "*Estimated Use of Proceeds*". We also plan to strategically utilize shorter-term secured investments to put capital to productive use in anticipation of, in between, and after acquisitions of the Identified Trust Properties or additional properties.

Q: How does a "best efforts" offering work?

A: When shares are offered on a "best efforts" basis, the broker-dealers participating in the offering are only required to use their best efforts to sell the shares and broker-dealers participating in this offering have no firm commitment or obligation to purchase any of the shares. Therefore, the Trust may not sell all of the shares that it is offering.

Q: Who can buy shares?

A: In order to buy our shares, you must meet the minimum suitability standards, which generally require that you have either (1) a gross annual income of at least $200,000 individually (or $300,000 with your spouse) for the past two years with an expectation of the same for this year, or (2) a net worth of at least $1,000,000. For purposes of the foregoing net worth calculation, an investor should not include (i) the value of his/her primary residence as an asset in calculating the investor's net worth, and (ii) any debt securing such residence as a liability, except to the extent that such indebtedness is in excess of estimated fair market value of such residence. In addition, all investors must meet suitability standards determined by his or her broker or financial advisor. You should carefully read the more detailed description under "*Suitability Standards*" of this Memorandum.

The shares in this offering are being offered only to sophisticated persons who meet the criteria set forth in the section titled "*Suitability Standards*," including accredited investor verification, and are not being offered to the general public.

Q: For whom might an investment in our shares be appropriate?

A: An investment in the Trust's shares may be appropriate for you if, in addition to meeting the suitability standards described above, you seek to diversify your personal portfolio with a real estate-based investment, seek to receive current income, and seek the opportunity to achieve capital appreciation over a longer-term investment horizon. An investment in our shares may have limited liquidity and therefore is not appropriate if you require liquidity within several years from the date of your investment or seek a guaranteed stream of income.

Q: May I make an investment through my IRA or other tax-deferred account?

A: Yes, though limits will apply to the number of ERISA investors in the Trust. In making these investment decisions, you should consider, at a minimum, (1) whether the investment is in accordance with the documents and instruments governing your IRA, plan or other account, (2) whether the investment would constitute a prohibited transaction under applicable law, (3) whether the investment satisfies the fiduciary requirements associated with your IRA, plan or other account, (4) whether the investment will generate unrelated business taxable income (UBTI) to your IRA, plan or other account, (5) whether there is sufficient liquidity for such investment under your IRA, plan or other account, and (6) the need to value the assets of your IRA, plan or other account annually or more frequently. You should note that an investment in our shares of beneficial interest will not, in itself, create a retirement plan and that, in order to create a retirement plan, you must comply with all applicable provisions of the Code. You should consult with your tax advisor and financial advisor prior to making any investment in this offering.

Q: Is there any minimum investment required?

A: The minimum purchase for Class D Shares, Class A shares, and Class S shares is $25,000. The minimum purchase for Class I shares is $25,000,000. The Sponsor reserves the right, at its sole discretion, to lower this minimum investment. The offering price per share may change in future quarters at the sole discretion of the Trustee. In order to satisfy the minimum purchase requirements for retirement plans, unless otherwise prohibited by state law, a husband and wife may jointly contribute funds from their separate individual retirement accounts (IRAs), provided that each such contribution is made in increments of 500 shares.

Q: How do I subscribe for shares?

A: If you choose to purchase shares in this offering, in addition to reading this Memorandum, you will need to complete and sign a subscription agreement, similar to the one contained in this Memorandum as Exhibit A, for a specific number of shares and pay for the shares at the time you subscribe. After you become a shareholder, you may purchase additional shares by completing and signing an additional investment subscription agreement.

Q: How will I be notified of how my investment is doing?

A: The Trust plans to provide you with periodic updates on the performance of your investment, including:

- quarterly investor statements and reports;
- an annual Form 1099;
- an annual audited set of financial statements; and
- supplements to the Memorandum during the offering period.

Except as set forth above, we intend to provide information via electronic delivery, including email, website posting, or providing a secure link or through an investor website portal.

Please note, we are subject to the public reporting requirements of the Exchange Act and are required to file annual reports on Form 10-K, quarterly reports on Form 10-Q and periodic reports on Form 8-K. In addition, we are subject to the proxy rules in Section 14 of the Exchange Act, ownership rules and reporting requirements in Sections 13 and 16 of the Exchange Act as well as other reporting requirements under federal securities laws and regulations.

Q: When will I get my detailed tax information?

A: Your Form 1099 tax information will be sent by ExchangeRight to you electronically by January 31 of each year. For investors that utilize a custodian for their investment, the Form 1099 may be incorporated into the custodian's tax reporting, based on their set up.

Q: Who can help answer my questions?

A: If you have more questions about the offering or if you would like additional copies of this Memorandum, you should contact your investment advisor or registered representative, or contact: investors@exchangeright.com.

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CORPORATE AND OFFERING STRUCTURE

Corporate Structure

We were formed as a Maryland statutory trust on January 11, 2019 under the name ExchangeRight Income Fund, doing business as ExchangeRight Essential Income REIT, and we have elected to be taxed as a real estate investment trust, or REIT, for U.S. federal income tax purposes beginning with our taxable year ended December 31, 2019. We are structured as an umbrella partnership REIT, commonly called an UPREIT, and own all of our assets and conduct substantially all of our business through ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership, our Operating Partnership, which was formed on January 9, 2019. We are the sole general partner of our Operating Partnership. As of June 30, 2026, we owned 77,308 of the outstanding OP Units and investors in ExchangeRight DST Programs from portfolios we have already acquired own 11,903,565 of the outstanding OP Units.

Executive Offices

Our offices are located at 1055 E. Colorado Blvd., Suite 310, Pasadena, CA 91106. Our telephone number is (626) 696-2918. Our internet website is www.exchangeright.com. The information contained in or that can be accessed through our website is not incorporated by reference in or otherwise a part of this Memorandum.

REIT Qualification

We have elected to be taxed as a REIT for U.S. federal income tax purposes beginning with our taxable year ending December 31, 2019. We intend to operate in a manner that allows us to continue qualifying, as a REIT for U.S. federal income tax purposes commencing with such taxable year, and to continue qualifying as a REIT for each subsequent year. To maintain REIT status, we must meet various organizational and operational requirements under the Code relating to, among other things, the sources of our gross income, the composition and values of our assets, our distributions to our shareholders and the concentration of ownership of our equity shares. For a detailed discussion of our REIT qualification, see "*Certain U.S. Federal Income Tax Considerations*."

Restriction on Ownership and Transfer of Our Shares

Subject to certain exceptions, our Declaration of Trust provides that no person may own more than 9.8% in value or in number, whichever is more restrictive, of our outstanding common shares or 9.8% in value of the aggregate of our outstanding shares of beneficial interest.

Our Declaration of Trust also prohibits any person from, among other things:

- owning common shares that would result in our being "closely held" under Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of the taxable year) or otherwise cause us to fail to qualify as a REIT;

- transferring common shares if the transfer would result in common shares being beneficially owned by fewer than 100 persons;

- for so long as the common shares do not qualify as a class of publicly-offered securities (and we do not meet an alternative exemption to avoid our assets being deemed to be "plan assets" under ERISA), transferring common shares if the transfer would result in the Trust failing to meet the Insignificant Participation Exception (as defined below under "*Investment By Tax-Exempt Entities and ERISA Considerations—Plan Assets—Not Significant Investment Exception*"); and

- beneficially owning common shares to the extent such ownership would result in our failing to qualify as a "domestically controlled qualified investment entity" within the meaning of Section 897(h) of the Code.

Any attempted transfer of our shares which, if effective, would result in violation of the above limitations or the ownership limit (except for a transfer which results in shares being owned by fewer than 100 persons, in which case such transfer will be void and of no force and effect and the intended transferee will acquire no rights in such common shares) will cause the number of common shares causing the violation, rounded up to the nearest whole share, to be

automatically transferred to a trust for the exclusive benefit of one or more charitable beneficiaries designated by us, and the intended transferee will not acquire any rights in the shares.

These restrictions, including the ownership limit, are intended to assist us to qualify as a REIT under the Code and otherwise to promote our orderly governance, among other purposes. See "*Description of Shares—Restrictions on Ownership and Transfer*."

Compensation to Our Affiliates

Certain affiliates of the Trust will receive compensation and reimbursement for services relating to this offering, as previously disclosed in this offering. Initially, our executive officers and other employees are not anticipated to receive separate compensation for services provided to the Trust. See the "*Management Compensation*" section of this Memorandum for a more detailed description of the compensation we will pay to our management team.

Acquisition Fees

In the event that we acquire a new property other than an ExchangeRight DST Property, the Asset Manager will receive an acquisition fee equal to one percent (1.0%) of the purchase price of each property (the "**Acquisition Fee**") payable to the Asset Manager by the Operating Partnership.

Asset Management Fees

The Operating Partnership will pay an asset management fee to ER Net Leased Asset Management, LLC, a Delaware limited liability company (the "**Asset Manager**"), an affiliate of the Trustee and ExchangeRight, for services rendered or to be rendered (the "**Asset Management Fee**"). The Asset Management Fee will be 0.15% of the Trust's assets under management, calculated as the total value of the Trust's properties, based on the midpoint of the range of real estate values determined by the Independent Valuation Firm as of the last day of the most recent calendar quarter, plus the value of the Trust's cash and other assets, including the ExchangeRight Secured Loans, as of such date. The Asset Management Fee will be payable quarterly (0.0375% each quarter) and in arrears. See "*Management Compensation*."

Property Management Fees

The Operating Partnership will pay an annual property management fee (the "**Property Management Fee**") to ER Net Leased Property Management, LLC, a Delaware limited liability company (the "**Property Manager**"), an affiliate of the Trustee and ExchangeRight, in an amount equal to one and one tenths percent (1.10%) of the gross revenues of the gross revenues earned on assets acquired by the Trust, but excluding reimbursements relating to real estate taxes, insurance and common area maintenance charges and the fees earned by the Trust from the RSLCA.

Selling Commissions and Expenses to ERS

ERS, an affiliate of the Trustee and the Sponsor and a member of FINRA, has been engaged by the Sponsor to oversee ExchangeRight personnel as it relates to potential limited interactions with retail investors in connection with this offering and will earn up to $11,509,835 (0.5%) of the gross offering price of shares sold in this offering; provided, however, any such fees that are not paid to ERS will be retained by the Sponsor on a nonaccountable basis, which up to half of such amount may be reallowed to the Broker-Dealers at the discretion of ERS. In addition, the Sponsor may pay up to 1.50% in additional commission based on the gross offering price of any shares sold in this offering to ERS, in the Sponsor's sole discretion. Any such additional commissions due to ERS will be paid by the Sponsor and will not be reimbursed by the Trust or paid out of offering proceeds.

For Class I and D shares, ERS may act as the Broker-Dealer of record for investors of RIAs and may receive a fee of 0.25% of the gross offering price from the Sponsor in consideration for this role; this fee will be paid directly by the Sponsor and will not be reimbursed by the Trust or paid from offering proceeds. For Class D shares, there are no upfront Selling Commissions or upfront fees paid by the Trust; however, ERS may receive an ongoing Dealer Manager Fee of 0.25% per annum of the initial subscription price from declared distributions, not from offering proceeds, to reimburse the Sponsor for its costs associated with providing shareholders and their Registered Investment Advisors or Representatives with access to various custodians and/or platforms. Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the investor. For Class S

shares, the Trust will pay Selling Commissions of up to 3.50% of the gross offering price to Broker-Dealers. In addition, each shareholder subscribing for Class S shares shall directly pay their respective Broker-Dealer 0.60% per annum of the initial subscription price for the Class S shares for their financial advisor or registered representative and 0.25% to ERS as the Managing Broker-Dealer. Such 0.25% per annum shall be utilized by ERS to reimburse the Sponsor for its costs associated with providing a shareholder and its Broker-Dealer with access to various custodians and/or platforms. Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the Broker-Dealers. The total of such fees paid to the Broker-Dealer will not exceed the Stockholder Servicing Fee of 0.85% per annum.

Incentive Fee Payable by Operating Partnership

In addition to distributions payable on any common shares that ExchangeRight, its Key Principals or any of their affiliates may acquire in this offering or otherwise, an affiliate of ExchangeRight will acquire a special limited partnership interest in our Operating Partnership, which entitles that affiliate to receive 20% of all amounts otherwise available for distribution from our Operating Partnership to holders of OP Units only after the holders of OP Units have received a return of all capital contributions made with respect to such OP Units and a 7% cumulative, non-compounded annual return on all such capital contributions. Such calculation shall be performed individually based on the dates corresponding to an investor's investment that is being redeemed. The incentive fee will also become payable in common shares or, under certain circumstances, cash, if our common shares, or the common equity securities of a successor entity in a business combination, are listed on a national securities exchange or if we engage in a business combination transaction in which our common shareholders receive cash or listed common equity securities of the surviving entity. See "*Our Operating Partnership Agreement—Special Limited Partner Interest*."

Share Repurchase Program

Given the structure of our secured loan program previously outlined, we expect to have the flexibility to provide our investors with limited liquidity, if authorized by our Trustee. Holders of shares may request that we repurchase shares through redemptions on a quarterly basis of up to five percent (5%) of the Trust's issued and outstanding shares per fiscal year. The repurchase price will be:

(i) beginning from the date of original subscription for the shares to be repurchased, the lower of 95% of the net original purchase price of $27.63 or NAV/share (net purchase price being measured as purchase price less Selling Commissions and Expenses);

(ii) beginning one year from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price ($27.63) or NAV/share;

(iii) beginning two years from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price plus a 40 bps premium ($27.74), or NAV/share;

(iv) beginning three years from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price plus a 60 bps premium ($27.80), or NAV/share;

(v) beginning four years from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price plus an 80 bps premium ($27.85), or NAV/share; and

(vi) beginning five years from the date of original subscription for the shares, the shares will be purchased at NAV/share.

The current NAV is $27.63 per share as of June 30, 2026. An investor's repurchase price schedule shall be based on the figures presented in the memorandum that is effective as of their subscription date regardless of any changes to the offering purchase price in subsequent memorandums. Upon the death or qualifying disability (as such term is defined in Section 72(m)(7) of the Code) of a shareholder, upon request, we may waive the five percent volume limitation noted above and the five percent deduction, if the death or disability occurs prior to the one year anniversary date of original subscription for the shares to be repurchased (i.e., repurchases requested as a result of death or disability prior to the second anniversary date of the original subscription would be repurchased at a repurchase price equal to the lower of the net original purchase price ($27.63) or NAV/share) and such repurchases will be subject to the other conditions and limitations described herein under "*Share Repurchase Program.*"

Any such redemptions will be subject to the waterfall outlined in our Operating Partnership which entitles an ExchangeRight affiliate to receive a promote interest in the profits of our Operating Partnership in accordance with the following waterfall:

(1) First, 100% to the holders of OP Units (including OP Units held by the Trust, with respect to common shares issued by the Trust) until they have received distributions, in cash or registered securities listed on a national securities exchange, equal to a seven percent (7.0%) cumulative, non-compounding annual return on all capital contributions made, or deemed to have been made, to our Operating Partnership;

(2) Second, 100% to the holders of OP Units, pro rata in accordance with their respective capital accounts, until all of the holders of shares have received cumulative distributions, in cash or registered securities listed on a national securities exchange, equal to their respective Capital Contributions; and

(3) Third, (i) 80% to the holders of OP Units, pro rata in accordance with their respective capital accounts, and (ii) 20% to the special limited partner.

Such calculation shall be performed individually based on the dates corresponding to an investor's investment that is being redeemed. The promote will also become payable in common shares or, under certain circumstances, cash, if our common shares, or the common equity securities of a successor entity in a business combination, are listed on a national securities exchange or if we engage in a business combination transaction in which our common shareholders receive cash or listed common equity securities of the surviving entity. See "*Our Operating Partnership Agreement—Special Limited Partner Interest*".

Dividend Reinvestment and Direct Share Purchase Plan

On October 19, 2023, the Trustee approved the DRIP, which generally permits holders of shares to elect to have some or all of their cash distributions in respect of their shares to be automatically reinvested in additional shares. Any cash dividends attributable to the class of shares owned by participants in the DRIP will be reinvested in shares on behalf of the participant on the business day such dividend would have been paid to such investor. In addition, holders of the OP Units may elect to reinvest their cash distributions from the Operating Partnership and make optional cash purchases of our shares.

Participants may elect to have their cash dividends or distributions reinvested in additional shares at a 1% discount to the NAV per share applicable to the class of shares being purchased on the distribution date. The Trust will not pay selling commissions on shares purchased pursuant to the DRIP. In addition, the Sponsor, will not charge participants for organizational and offering costs in connection with the DRIP. Shares offered under the DRIP will have the same rights as the corresponding class of shares offered to prospective investors in the Trust's offering.

The Trust may suspend, terminate, or amend the DRIP at any time. Notice will be provided to participants of any suspension or termination, or of any amendment that alters the DRIP's terms and conditions, as soon as practicable after action by the Trust. The Trust may terminate, by written notice, at any time any participant's individual participation in the DRIP if its participation would be in violation of the restrictions contained in the Trust's charter documents. Once enrolled in the DRIP, a participant remains enrolled until the participant withdraws from the DRIP, the Trust terminates the participant's participation in the DRIP, or the Trust terminates the DRIP.

Issuance of Additional Shares

We may sell additional shares of beneficial interest in the Trust in the future, including to raise additional capital and provide additional liquidity to fund our share repurchase program, if our Trustee determines that it is in the best interests of the Trust. These shares of beneficial interests could consist of additional classes or series of common shares or preferred shares. Our Trustee may increase the maximum aggregate amount of this offering, in its sole discretion, to acquire additional properties consistent with our investment objectives, which are intended to include properties owned or controlled by ExchangeRight to take advantage of ExchangeRight's diversification and scale as well as its aggregation strategy. Our Trustee may expand the offering to achieve those objectives if such an expansion would result in a projected NAV per share (determined using the same principles as used to determine the Projected Trust NAV) that is equivalent to or at a premium to the then-current NAV per share of the Trust based in part on an independent real estate valuation from the Independent Valuation Firm, or a successor independent appraiser. If the

maximum offering amount is increased, the net proceeds of this offering will be used to acquire the properties identified by the Trustee and to pay fees and expenses relating to the offering and acquisition of such properties at the same pro rata levels and terms as have been incurred for the existing assets under management.

ERISA Considerations

You may make an investment in our shares through your IRA or other tax-deferred retirement account. However, any retirement plan trustee or individual considering purchasing shares for a retirement plan or an individual retirement account should read the "*Investment by Tax-Exempt Entities and ERISA Considerations*" and "*Description of Shares—Restrictions on Ownership and Transfer*" *sections* of this Memorandum very carefully.

Borrowing Policies

We believe that utilizing moderate leverage is consistent with our investment objective of maximizing the return to investors. By operating on a leveraged basis, we will have more funds available for investment in properties. This allows us to make more investments than would otherwise be possible, resulting in a more diversified portfolio.

We plan to assume existing loans of the ExchangeRight DST Properties as well as placing low-to-moderate leverage on the remaining Identified Trust Properties and any additional or replacement properties we acquire. For the loan assumptions, such costs will be borne by the existing ExchangeRight DST portfolios and not by the Trust. Because we anticipate the acquisition of the Identified Trust Properties to occur over time as the capital for the Trust is raised, the level of leverage associated with the acquisition of the Identified Trust Properties and the assumption of associated debt could result in a higher or lower leverage ratio for the Trust during the initial acquisition phase of the Identified Trust Properties. Even so, our borrowing policies mandate that our total portfolio leverage at the time any debt is assumed or obtained does not exceed 65% of the total value of our portfolio at the time of the acquisition. We calculate our leverage ratio as the total outstanding principal of our existing debt plus the principal amount of any new debt being assumed or obtained, divided by the sum of (i) the midpoint, in the Trustee's sole discretion, of the Independent Valuation Firm's most recent valuation of our portfolio, (ii) the value of ExchangeRight Secured Loans, cash reserves, and any other assets of the Trust and (iii) the total purchase price of any properties that have been acquired since the date of the Independent Valuation Firm's most recent valuation.

We intend to use long-term leverage in a moderate fashion. Our target leverage level on our entire portfolio of assets is approximately 50%, with the flexibility to reach 65%. As of June 30, 2026, the current leverage level is 47.73% of the total value of our portfolio. Note, however, that we may utilize leverage to a greater degree initially in order to acquire a greater number of properties with the cash available from investors in order to generate additional diversification and additional cash flow for distribution for investors. If we have borrowings that approach 65% of the value of all of the assets in our portfolio, we expect to reduce that level of leverage over time by using funds from this offering or future offerings of our common shares to either pay down our borrowings or acquire additional properties for all cash. Though we generally expect our long-term borrowings to remain below 65%, there is no limitation on the amount we may borrow against any single property or against our portfolio of properties as a whole. Our current unsecured line of credit financing arrangement mandates that our total portfolio leverage does not exceed 60% of the total value of our portfolio while it is outstanding.

We intend to obtain financing on the most favorable terms reasonably available to us. The REIT obtained an unsecured line of credit as of May 30, 2024. We amended our senior secured credit facilities on April 15, 2026. These facilities consist of a revolving credit facility (the "**Revolving Credit Facility**") in the initial maximum principal amount of $200,000,000 until April 15, 2029 (the "**Revolving Termination Date**"), and a delayed draw term loan facility (the "**DDTL Facility**," and collectively with the Revolving Credit Facility, the "**Facilities**") in the initial maximum principal amount of $400,000,000 pursuant to which delayed draw term loans may be borrowed through October 15, 2026 (the "**DDTL Termination Date**"). The Facilities are expandable up to $1,000,000,000 upon the REIT's request, subject to receipt of updated lender commitments. We anticipate utilizing the line of credit as replacement for secured loans upon the maturity of such loans, as well as utilizing available cash to repay such loans. This line of credit facility advances the execution of our aggregation strategy by enhancing our financing capacity, flexibility, and operational resilience. This facility positions us to optimize the REIT's balance sheet with long-term fixed-rate corporate bond financing, providing us with greater control to lengthen and ladder our debt maturities at favorable rates once the time is right. The REIT anticipates pursuing debt private or public placements and unsecured term loans, amongst other options that may be available to us. We will have substantial discretion with respect to the financing we obtain, subject to our borrowing policies. Lenders may have recourse to assets not securing the repayment of the indebtedness. To the extent permitted by the applicable loan agreements, we may refinance properties during the term of a loan. The

benefits of the refinancing may include increased cash flow resulting from reduced debt service requirements and an increase in property ownership if some refinancing proceeds are reinvested in real estate.

Our ability to increase our diversification through borrowing may be adversely impacted if banks and other lending institutions reduce the amount of funds available for loans secured by real estate. When interest rates on mortgage loans are high or financing is otherwise unavailable on a timely basis, we may purchase properties for cash with the intention of obtaining a mortgage loan for a portion of the purchase price at a later time. To the extent that we do not obtain mortgage loans on certain of our properties, our ability to acquire additional properties will be restricted and we may not be able to diversify our portfolio to the same degree.

Investment Limitations to Avoid Registration as an Investment Company

We conduct our operations, and the operations of our Operating Partnership, and any other subsidiaries, so that no such entity meets the definition of an "investment company" under Section 3(a)(1) of the Investment Company Act. Under the Investment Company Act, in relevant part, a company is an "investment company" if:

- pursuant to Section 3(a)(1)(A), it is, or holds itself out as being, engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities; or

- pursuant to Section 3(a)(1)(C), it is engaged, or proposes to engage, in the business of investing, reinvesting, owning, holding or trading in securities and owns or proposes to acquire "investment securities" having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis (the 40% test). "Investment securities" excludes U.S. Government securities and securities of majority-owned subsidiaries that are not themselves investment companies and are not relying on the exception from the definition of investment company under Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

We intend to continue to acquire a diversified portfolio of income-producing real estate assets; however, our portfolio may include, to a much lesser extent, other real estate-related investments. We anticipate that our assets generally will be held in wholly and majority-owned subsidiaries of the Trust, each formed to hold a particular asset. We monitor our operations and our assets on an ongoing basis in order to ensure that neither we nor any of our subsidiaries meet the definition of "investment company" under Section 3(a)(1) of the Investment Company Act.

We believe that neither we nor our Operating Partnership will be considered investment companies under Section 3(a)(1)(A) of the Investment Company Act because neither of these entities will engage primarily or hold themselves out as being engaged primarily in the business of investing, reinvesting or trading in securities. Rather, we, through our Operating Partnership, are primarily engaged in non-investment company businesses related to real estate. Consequently, we expect that we and our Operating Partnership will be able to continue to conduct our respective operations such that neither entity will be required to register as an investment company under the Investment Company Act.

In addition, because we are organized as a holding company that conducts its business primarily through our Operating Partnership, which in turn is a holding company that conducts its business through its subsidiaries, we intend to conduct our operations, and the operations of our Operating Partnership and any other subsidiary, so that we will not meet the 40% test under Section 3(a)(1)(C) of the Investment Company Act.

In order for us to not meet the definition of an "investment company" and to avoid regulation under the Investment Company Act, we must continue to engage primarily in the business of buying real estate, and these investments must be made within a year after the offering ends. If we are unable to invest a significant portion of the proceeds of this offering in properties within one year of the termination of the offering, we may avoid being required to register as an investment company by temporarily investing any unused proceeds in certificates of deposit or other cash items with low returns. This would reduce the cash available for distribution to investors and possibly lower your returns.

To avoid meeting the definition of an "investment company" under Section 3(a)(1) of the Investment Company Act, we may be unable to sell assets we would otherwise want to sell and may need to sell assets we would otherwise wish to retain. Similarly, we may have to acquire additional income or loss generating assets that we might not otherwise have acquired or may have to forgo opportunities to acquire interests in companies that we would otherwise want to acquire and that would be important to our investment strategy. In addition, a change in the value of any of our assets

could negatively affect our ability to avoid being required to register as an investment company. If we were required to register as an investment company but failed to do so, we would be prohibited from engaging in our business, and criminal and civil actions could be brought against us. In addition, our contracts would be unenforceable unless a court were to require enforcement, and a court could appoint a receiver to take control of us and liquidate our business.

If we are required to register as an investment company under the Investment Company Act, we would become subject to substantial regulation with respect to our capital structure (including our ability to use borrowings), management, operations, transactions with affiliated persons (as defined in the Investment Company Act), and portfolio composition, including restrictions with respect to diversification and industry concentration and other matters. Compliance with the Investment Company Act would, accordingly, limit our ability to make certain investments and could require us to significantly restructure our business plan.

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RISK FACTORS

An investment in our shares involves various risks and uncertainties. You should carefully consider the following risk factors in conjunction with the other information contained in this Memorandum before purchasing our shares. The risks discussed in this Memorandum can adversely affect our business, operating results, prospects and financial condition, and cause the value of your investment to decline. The risks and uncertainties discussed below are not the only ones we face but do represent those risks and uncertainties that we believe are most significant to our business, operating results, prospects and financial condition. You should carefully consider these risks together with all of the other information included in this Memorandum before you decide to purchase any of our common shares.

Risks Related to an Investment in Shares

Interest rates are rising and may continue to rise.

Although interests rates have risen recently, based on historical interest rates, current interest rates remain low. However, prevailing interest rates may continue to increase, which would have a negative impact on our results of operations and may reduce the amount available for distribution. Due to the current uncertain economic conditions due to COVID-19 and global political instability, as set forth in more detail below, we are uncertain as to the state of the debt markets and corresponding interest rates. There can be no guarantee that the Trust will be successful in fully mitigating the impact of interest rate changes.

Continued Increases in Inflation may adversely affect our financial condition, cash flows and results of operations.

Over the past few years, inflation has significantly increased and continued increases in inflation could have a more pronounced negative impact on our mortgage and debt interest and general and administrative expenses, as these costs could increase at a rate higher than our tenants' rents. Also, inflation may adversely affect tenant leases with stated rent increases or limits on such tenant's obligation to pay its share of operating expenses, which could be lower than the increase in inflation at any given time. It may also limit our ability to recover all of our operating expenses. Inflation could also have an adverse effect on consumer spending, which could impact our tenants' sales and, in turn, our average rents, and in some cases, our percentage rents, where applicable. In addition, renewals of leases or future leases may not be negotiated on current terms, in which event we may recover a smaller percentage of our operating expenses.

We have a limited operating history. For this and other reasons, an investment in our shares is speculative.

The Trust was formed on January 11, 2019 and began its operations on April 30, 2019. As such, we have a limited operating history and are subject to all the risks and uncertainties associated with any new business, including the risk that we will not achieve our investment objectives and that the value of your investment could decline substantially.

You should consider our prospects in light of the risks, uncertainties and difficulties frequently encountered by companies that are, like us, in their early stage of development.

We may not succeed in achieving our goals, and our failure to do so could cause you to lose all or a portion of your investment.

An investment in our shares will have limited liquidity. There is no public trading market for our shares and there may never be one; therefore, it will be difficult for you to sell your shares. You should purchase our shares only as a long-term investment.

There currently is no public market for our common shares and there may never be one. While the Trust has instituted a limited repurchase program, there is no guarantee that such liquidity will be available to all investors and it is subject to various limitations. Though the Trust may execute an eventual aggregation or liquidity event, and there is no guarantee that any aggregation or liquidity event will occur. If you are able to find a buyer for your shares, you will likely have to sell them at a substantial discount to your purchase price. It also is likely that your shares would not be accepted as the primary collateral for a loan. You should purchase our shares only as a long-term investment (more than seven years) because of the generally illiquid nature of the shares. See the sections captioned "*Suitability Standards*" and "*Description of Shares—Restrictions on Ownership and Transfer*" elsewhere in this Memorandum for a more complete discussion on the restrictions on your ability to transfer your shares.

We are dependent upon the net proceeds of this offering to conduct our proposed business activities. In the event we are not able to raise a substantial amount of capital in the near term, we may have difficulty investing the proceeds of this offering in Identified Trust Properties, or other properties consistent with our investment objective, and our ability to achieve our investment objectives, including diversification of our portfolio by property type and location, could be adversely affected. As a result, your investment in our shares will be subject to a greater risk.

We currently do not have sufficient capital to further diversify our portfolio of real estate and real estate-related investments. We are dependent upon the net proceeds of this offering to conduct our proposed activities. As such, our ability to continue to implement our business strategy is dependent, in part, upon broker-dealers' advisors' interest in this offering and you, rather than us, will incur the bulk of the risk if we are unable to raise substantial funds. This offering is being made on a "best efforts" basis, whereby the interested broker-dealers in this offering are only required to use their best efforts to sell our shares and have no firm commitment or obligation to purchase any of our shares. In addition, the broker-dealers' reviewing this offering also may be reviewing offerings of competing REIT products, some of which may have a focus that is nearly identical to our company's focus, and the participating broker-dealers could emphasize such competing products to their retail clients. As a result, we do not know the amount of proceeds that will be raised in this offering, which may be substantially less than the amount we would need to achieve our business objective of a diversified portfolio of real estate and real estate-related investments.

If we are not able to raise sufficient proceeds from this offering to acquire any of the Identified Trust Properties, we may have difficulty in identifying and purchasing suitable properties on attractive terms, if at all, in order to meet our investment objectives. Therefore, there could be a delay between the time we receive net proceeds from the sale of our shares in this offering and the time we invest the net proceeds. This could cause a substantial delay in the time it takes for your investment to realize its full potential return and could adversely affect our ability to pay regular distributions of cash flow from operations to you.

If we fail to timely invest the net proceeds of this offering, our ability to achieve our investment objectives, including diversification of our portfolio by location, could be adversely affected. In addition, subject to our investment policies, we are not limited in the number or size of our investments or the percentage of net proceeds that we may dedicate to any single investment. If we use all or substantially all of the proceeds from this offering to acquire one or a few investments, the likelihood of our profitability being affected by the performance of any one of our investments will increase, and an investment in our shares will be subject to greater risk.

No minimum offering.

There is no minimum amount of offering proceeds that must be raised or minimum number of shareholders required in connection with this offering. All net proceeds from the sale of shares will be delivered directly to the Trust's operating account and be available for immediate use by the Trust at its discretion.

There is no guarantee of future shareholder liquidity, and your shares may have limited liquidity for an indefinite period of time.

While the Trust has established a limited repurchase program, your shares may continue to have limited liquidity for an indefinite period of time dependent on several factors outside our control and should be purchased only as a long-term investment.

If we are unable to obtain key personnel, our ability to achieve our investment objectives could be delayed or hindered, which could adversely affect our ability to pay distributions to you and the value of your investment.

Our success depends to a significant degree upon the contributions of our Key Principals and certain of our executive officers and other key personnel, as in the "*Management*" section herein, each of whom would be difficult to replace. We cannot guarantee that all, or any particular one, will remain affiliated with us. If any of our key personnel were to cease their affiliation with us, our operating results could suffer. We believe that our future success depends, in large part, upon our ability to hire and retain highly skilled managerial, operational and marketing personnel. Competition for such personnel is intense, and we cannot assure you that we will be successful in attracting and retaining such skilled personnel. If we lose or are unable to obtain the services of key personnel, our ability to implement our investment strategies could be delayed or hindered, and the value of your investment may decline.

We could face possible state and local tax audits and adverse changes in state and local tax laws.

Because we are organized and qualify as a REIT, we are generally not subject to federal income taxes, but we are subject to certain state and local taxes. From time to time, changes in state and local tax laws or regulations are enacted, which may result in an increase in our tax liability. A shortfall in tax revenues for states and municipalities in which we own properties may lead to an increase in the frequency and size of such changes. If such changes occur, we may be required to pay additional state and local taxes. These increased tax costs could adversely affect our financial condition and the amount of cash available for the payment of distributions to our shareholders. In the normal course of business, entities through which we own real estate may also become subject to tax audits. If such entities become subject to state or local tax audits, the ultimate result of such audits could have an adverse effect on our financial condition.

Risks Related to Our Acquisition of the Identified Trust Properties or Other Additional Properties

We may be unable to complete the acquisitions of the identified ExchangeRight DST Properties or the other identified properties included in the Identified Trust Properties.

Our ability to achieve the desired improved returns requires us to complete acquisitions of all of the Identified Trust Properties, or other properties that meet our investment objectives, and to successfully integrate these properties into our portfolio. Our ability to acquire any of the additional Identified Trust Properties, or other properties, and successfully integrate them is also dependent on our ability to raise sufficient capital to acquire the properties. If we are not able to acquire all of the Identified Trust Properties, we may be unable to identify suitable replacement properties that meet our investment objectives and we may be unable to achieve our desired returns.

We may acquire portfolios of properties, which may result in the acquisition of individual properties that do not otherwise meet our investment standards, including properties that are vacant.

We may acquire portfolios of properties, including ExchangeRight DST Properties, which may include "dark" properties that are vacant at the time we acquire them. When considering portfolio acquisitions, the Trust will consider the portfolio composition and its investment metrics as a whole and particular portfolios may include individual properties that are vacant; however, when considering portfolio acquisitions that include such properties, the Trust will consider the portfolio composition as a whole and will adjust the pricing for a future retenanting event. Our Trustee will not agree to acquire additional properties, or portfolios of properties, unless it is anticipated to result in the equivalent to or at a premium to the then-current NAV per share of the Trust based in part on an independent real estate valuation from the Independent Valuation Firm or another valuation service provider. However, a property in a portfolio which has become "dark" or vacant may lead to reduced rental revenue and result in less cash available for distribution to our shareholders. In addition, because a property's value depends principally upon its lease, leasing history and prevailing market rental rates, the value of a property with a prolonged vacancy could decline. Additionally, upon lease expiration and until the vacant property can be re-leased, we will be responsible for the property-level operating expenses. We may be unable to lease such properties on terms that require the new tenants to pay all or a significant portion of the properties' operating expenses or property-level expenses that we are obligated to pay.

We may not acquire all of the properties that are included among the Identified Trust Properties.

If our Trustee believes that the acquisition of different properties is in the best interests of the Trust, we may acquire properties other than the Identified Trust Properties consistent with our investment objectives. The anticipated characteristics of our portfolio, including property location and quality, lease terms and tenants, our anticipated cash available for distribution, are only indicative of the investment opportunities represented by the Identified Trust Properties and may be less favorable to investors in this offering if we acquire different properties. Accordingly, you should not place undue reliance on the information that we have disclosed in this Memorandum with respect to or based upon our acquisition of the Identified Trust Properties.

The value of the Identified Trust Properties may fluctuate before we can complete the purchase of any or all of those properties, including the identified properties included in the Identified Trust Properties.

Our ability to acquire the ExchangeRight DST Properties is dependent on obtaining the consent of the senior mortgage lenders holding security interests in those properties, and our ability to acquire any of the Identified Trust Properties is dependent on our obtaining sufficient capital to acquire the properties. If we are not able to acquire the Identified Trust Properties immediately, some or all of the properties may decline in value before we are able to complete the acquisition. The anticipated characteristics of our portfolio are only indicative of an investment in the Identified Trust Properties as of January 1, 2026, the date of the Independent Valuation Firm valuation. The actual value of your investment may be less favorable than we have disclosed in this Memorandum. Accordingly, you should not place undue reliance on the information that we have disclosed in this Memorandum with respect to or based upon our acquisition of the Identified Trust Properties.

Risks in Acquiring Unidentified Properties

If we are not able to acquire all of the additional Identified Trust Properties, or upon completion of the acquisition of the Identified Trust Properties, we may have difficulty identifying and purchasing suitable properties on attractive terms, if at all, in order to meet our investment objectives. The lack of information regarding such other properties, such as the operating history of the property and other relevant economic and financial information regarding such alternative properties, means that you will not have an opportunity to evaluate for yourself the relevant information regarding any such properties. Shareholders will not have an opportunity to evaluate the specific merits or risks of any prospective property. As a result, shareholders will be dependent on the judgment of the Trustee in connection with the selection of properties and management of the proceeds of the offering, including the selection of any properties, other than the Identified Trust Properties. The Trust's reliance on the Trustee is substantially increased in a partial "blind" investment offering such as this (i.e., specific properties have not been targeted or identified), because the Trust will rely solely on the Trustee to locate, evaluate and negotiate terms on acquisition of other properties. There can be no assurance that determinations ultimately made by the Trustee will permit the Trust to achieve its business objectives. The number of properties that the Trust purchases and the diversification of its properties is dependent on the amount of proceeds raised through the increased offering and will be reduced if less than the maximum offering amount is raised. Accordingly, the risk of investing in the Trust may be increased. Although the Trustee has established investment objectives and criteria to guide it in acquiring properties on behalf of the Trust, the Trustee has broad authority and discretion when choosing properties. Consequently, investors must rely exclusively on the Trustee to make investment decisions. No assurance can be given that the Trust will be able to obtain suitable properties or that the Trust's objectives will be achieved.

We may be unable to identify and complete acquisitions of suitable properties, which may impede our growth, and our future acquisitions may not yield the returns we expect.

Our ability to expand through acquisitions requires us to identify and complete acquisitions or investment opportunities that are compatible with our growth strategy and to successfully integrate newly acquired properties into our portfolio. We continually evaluate investment opportunities and may acquire properties when strategic opportunities exist. Our ability to acquire properties on favorable terms and successfully operate them may be constrained by the following significant risks:

- we face competition from other real estate investors with significant capital, including REITs and institutional investment funds, which may be able to accept more risk than we can prudently manage, including risks associated with paying higher acquisition prices;
- we face competition from other potential acquirers which may significantly increase the purchase price for a property we acquire, which could reduce our growth prospects;
- we may incur significant costs and divert management attention in connection with evaluating and negotiating potential acquisitions, including ones that we are subsequently unable to complete;
- we may acquire properties that are not accretive to our results upon acquisition, and we may be unsuccessful in managing and leasing such properties in accordance with our expectations;

- In limited circumstances, we may acquire individual properties that are vacant or do not otherwise meet our standards; however, when considering portfolio acquisitions that include such properties, the Trust will consider the portfolio composition as a whole and will adjust the pricing for a future retenanting event;

- our cash flow from an acquired property may be insufficient to meet our required principal and interest payments with respect to debt used to finance the acquisition of such property;

- we may discover unexpected items, such as unknown liabilities, during our due diligence investigation of a potential acquisition or other customary closing conditions may not be satisfied, causing us to abandon an investment opportunity after incurring expenses related thereto;

- we may fail to obtain financing for an acquisition on favorable terms or at all;

- we may spend more than budgeted amounts to make necessary improvements or renovations to acquired properties;

- market conditions may result in higher than expected vacancy rates and lower than expected rental rates; or

- we may acquire properties subject to liabilities and without any recourse, or with only limited recourse, with respect to unknown liabilities such as liabilities for clean-up of unknown environmental contamination not identified in Phase I environmental site assessment reports or otherwise through due diligence, claims by tenants, vendors or other persons dealing with the former owners of the properties, liabilities incurred in the ordinary course of business and claims for indemnification by general partners, directors, officers and others indemnified by the former owners of the properties.

If any of these risks are realized, we may be materially and adversely affected.

We face significant competition for acquisitions, which may reduce the number of acquisitions we are able to complete and increase the costs of these acquisitions.

We face competition for acquisitions of real property from investors, including traded and non-traded public REITs, private equity investors and institutional investment funds, some of which have greater financial resources than we do, a greater ability to borrow funds to acquire properties and the ability to accept more risk than we can prudently manage. This competition may increase the demand for the types of properties in which we typically invest and, therefore, reduce the number of suitable investment opportunities available to us and increase the prices paid for such acquisition properties. This competition will increase if investments in real estate become more attractive relative to other types of investment. Accordingly, competition for the acquisition of real property could materially and adversely affect us.

As we continue to acquire properties, we may decrease or fail to increase the diversity of our portfolio.

While we seek to maintain or increase our portfolio's tenant, geographic and property type diversification with future acquisitions, it is possible that we may determine to consummate one or more acquisitions that actually decrease our portfolio's diversity. If our portfolio becomes less diverse, our business will be more sensitive to the bankruptcy or insolvency of fewer tenants, to changes in trends affecting a particular industry and to a general economic downturn in a particular geographic area.

In the future, we may choose to acquire properties or portfolios of properties through tax deferred contribution transactions, which could result in stockholder dilution and limit our ability to sell such assets.

In the future we may acquire properties or portfolios of properties through tax deferred contribution transactions in exchange for OP Units, which may result in dilution to our shareholders. This acquisition structure may have the effect of, among other things, reducing the amount of tax depreciation we could deduct over the tax life of the acquired properties, and may require that we agree to protect the contributors' ability to defer recognition of taxable gain through restrictions on our ability to dispose of the acquired properties and/or the allocation of partnership debt to the

contributors to maintain their tax bases. These restrictions could limit our ability to sell an asset at a time, or on terms, that would be favorable absent such restrictions.

Properties we may acquire are currently owned and managed by affiliates of the Trustee.

The majority of the currently owned properties were ExchangeRight DST Properties that were acquired from affiliates of ExchangeRight. The Trust anticipates using the Trust's capital to acquire additional ExchangeRight DST Properties, as well as future properties. There is therefore a risk that the Trustee may choose to invest in these properties, which may provide a lower return to shareholders, than a potential acquisition of other properties owned or managed by unaffiliated third parties. The purchase price determination of the affiliated Identified Trust Properties will be based on the Trustee's determination based on available third-party valuation information and considering the master lease. The Company may acquire DST interests for more or less than the amount a DST investor paid for those interests. Any such acquisition by the Company below the initial acquisition price for a DST investor will be subject to a third-party valuation report. DST investors will have no control over whether their interests will be exchanged for Operating Partnership units.

We will have broad discretion in the use of a significant part of the net proceeds from this offering and may not use them effectively.

We currently intend to use the net proceeds from this offering in the manner described in the Memorandum under the heading "Use of Proceeds," and will have broad discretion in the application of the net proceeds from the offering, particularly any expansion in the size of the offering. Our failure to apply these funds effectively could affect our ability to operate and grow our business.

Risks Related to Our Business

Our business depends on our tenants successfully operating their businesses and satisfying their obligations to us.

We depend on our tenants to operate the properties they lease from us in a manner that generates revenues sufficient to allow them to meet their obligations to us, including their obligations to pay rent, maintain specified insurance coverage, pay real estate taxes and maintain the leased properties. While a tenant may have multiple sources of funds to meet its obligations to us, its ability to meet these obligations depends significantly on the success of the business it conducts at the property it leases from us. Our tenants may be adversely affected by many factors beyond our control that might render one or more of their locations uneconomic. These factors include poor management, changes in demographics, a downturn in general economic conditions or changes in consumer trends that decrease demand for our tenants' products or services. The occurrence of any of these factors could cause our tenants to fail to meet their obligations to us, including their obligations to pay rent, maintain specified insurance coverage, pay real estate taxes or maintain the leased property, or could cause our tenants to declare bankruptcy.

Political and economic uncertainty could have an adverse effect on our business.

We cannot predict how current political and economic uncertainty will affect our properties, tenants, lenders, financial institutions and general economic conditions. Political and economic uncertainty poses a risk to us in that it may cause consumers to postpone discretionary spending in response to tighter credit, reduced consumer confidence and other macroeconomic factors affecting consumer spending behavior, resulting in a downturn in the business of our tenants. In the event current political and economic uncertainty results in financial turmoil affecting the banking system and financial markets generally or significant financial service institution failures, there could be a new or incremental tightening in the credit markets, low liquidity, and extreme volatility in fixed income, credit, currency and equity markets. Each of these factors could adversely affect our financial condition, cash flows and results of operations.

We will own properties located in certain states that are particularly susceptible to various natural disasters including, without limitation, windstorms, floods, hurricanes, tornadoes and other natural disasters indigenous to those states.

In general, any natural disasters affecting the properties could affect the tenants and the ability and incentive of the tenants to make timely rental payments. Accordingly, the rates of delinquencies and defaults on the leases at the properties could be greater than with a pool of properties involving different geographic diversification.

Climate change, natural disasters or health crises could adversely affect our properties and business.

Our properties could be subject to natural disasters and may be impacted by climate change. To the extent climate change causes adverse changes in weather patterns, rising sea levels or extreme temperatures, our properties in certain markets may be adversely affected. Specifically, properties located in coastal regions could be affected by any future increases in sea levels or in the frequency or severity of hurricanes and storms, whether caused by climate change or other factors. Climate change could have a variety of direct or indirect adverse effects on our properties and business, including:

- Property damage to our retail properties;
- Indirect financial and operational impacts from disruptions to the operations of major tenants located in our retail properties from severe weather, such as hurricanes, floods, wildfires or other natural disasters;
- Increased insurance premiums and deductibles, or a decrease in or unavailability of coverage, for properties in areas subject to severe weather, such as hurricanes, floods, wildfires or other natural disasters;
- Increased insurance claims and liabilities;
- Increases in energy costs impacting operational returns;
- Changes in the availability or quality of water or other natural resources on which the tenant's business depends;
- Decreased consumer demand for products or services resulting from physical changes associated with climate change (e.g., warmer temperatures or decreasing shoreline could reduce demand for residential and commercial properties previously viewed as desirable);
- Incorrect long-term valuation of an equity investment due to changing conditions not previously anticipated at the time of the investment; and
- Economic disruptions arising from the above.

Moreover, compliance with new laws or regulations related to climate change, including compliance with “green” building codes, may require us to make improvements to our existing properties or pay additional taxes and fees assessed on us or our properties. Although we strive to identify, analyze, and respond to the risk and opportunities that climate change presents, at this time there can be no assurance that climate change will have an adverse effect on us.

Uncertain economic conditions could risk the value of all our properties and your entire investment in shares.

Current national and foreign government and economic uncertainties are making it unclear how stable the real estate markets currently is or will be if inflation and interest rates continue to rise. As a result, there can be no assurance that the properties will achieve anticipated cash flow levels. Further, recent world events evolving out of increased terrorist activities and the political and military responses of the targeted countries have created an air of uncertainty concerning security and the stability of world and United States economies. Historically, successful terrorist attacks have resulted in decreased travel and tourism to the affected areas, increased security measures and disturbances in financial markets. It is impossible to determine the likelihood of any future terrorist attacks on United States targets, the nature of any United States response to such attacks or the social and economic results of such events. However, any negative change in the general economic conditions in the United States could adversely affect the financial condition and operating results of the properties. In addition, the properties’ revenues and operating results may be affected by uncertain or changing economic and market conditions. If global economic and market conditions, or economic conditions in the United States or other key markets, remain uncertain or persist, spread, or deteriorate further, the tenants may experience material impacts in their financial condition, which may affect the properties’ operating results.

Future terrorist attacks or civil unrest could harm the demand for, and the value of, our properties.

Recently and over the past several years, a number of highly publicized terrorist acts and shootings have occurred at domestic and international retail properties. Future terrorist attacks, civil unrest and other acts of terrorism or war could harm the demand for, and the value of, our properties. Terrorist attacks could directly impact the value of our properties through damage, destruction, loss or increased security costs, and the availability of insurance for such acts may be limited or may be subject to substantial cost increases. To the extent that our tenants are impacted by future attacks, their ability to continue to honor obligations under their existing leases could be adversely affected. A decrease in retail demand could make it difficult for us to renew or re-lease our properties at lease rates equal to or above historical rates. These acts might erode business and consumer confidence and spending, and might result in increased

volatility in national and international financial markets and economies. Any one of these events might decrease demand for real estate, decrease or delay the occupancy of our properties, and limit our access to capital or increase our cost of raising capital.

Our financial monitoring and periodic site inspections may fail to mitigate the risk of tenant defaults, and if a tenant defaults, we may experience difficulty or a significant delay in re-leasing or selling the property.

Our active asset management strategies, which include regular reviews of each of our properties for changes in the credit of the tenant, business performance at the property, industry trends and local real estate market conditions, may be insufficient to predict tenant defaults. If a tenant defaults, it will likely eliminate all of, or significantly reduce, our revenue from the affected property for some time. If a defaulting tenant is unable to recover financially, we may have to re-lease or sell the property. Re-leasing or selling properties may take a significant amount of time, during which the property might have a negative cash flow to us and we may incur other related expenses. We may also have to renovate the property, reduce the rent or provide an initial rent abatement or other incentive to attract a tenant or buyer. During this period, we likely will incur ongoing expenses for property maintenance, taxes, insurance and other costs. Moreover, a property which has become vacant may lead to reduced rental revenue and result in less cash available for distribution to our shareholders. In addition, because a property's value depends principally upon its lease, leasing history and prevailing market rental rates, the value of a property with a prolonged vacancy could decline.

Some of our properties are leased to tenants or have lease guarantors that are not rated by a major rating agency.

A key element of our underwriting process is evaluating tenant creditworthiness. When available, we consider any relevant rating assigned by a major rating agency. Additionally, when we underwrite a tenant's credit we generally review financial statements or other financial data and, if available, property-level operating information. In certain instances, there will be no rating to consider and financial information may be limited. Underwriting credit risk in the absence of a credit rating or based upon limited financial information could cause us to improperly assess tenant credit risk and lead to tenant defaults.

Credit ratings may prove to be inaccurate.

When available, we consider credit ratings assigned by major rating agencies to our tenants or, where applicable, their guarantors when making investment and leasing decisions. A credit rating is not a guarantee and only reflects the rating agency's opinion of an entity's ability to meet its financial commitments, such as its payment obligations to us under the relevant lease, in accordance with their stated terms. A rating may ultimately prove not to accurately reflect the credit risk associated with a particular tenant or guarantor. Ratings are generally based upon information obtained directly from the entity being rated, without independent verification by the rating agency. If any such information contained a material misstatement or omitted a material fact, the rating based upon such information may not be appropriate. Ratings may be changed, qualified, suspended, placed on watch or withdrawn as a result of changes in, additions to or the accuracy of information, the unavailability of or inadequacy of information or for any other reason. No rating agency guarantees a tenant's or, where applicable, its guarantor's obligations to us. If a tenant's or, where applicable, its guarantor's rating is changed, qualified, suspended, placed on watch or withdrawn, such tenant or guarantor may be more likely to default in its obligations to us, and investors may view our cash flows as less stable.

Our business is substantially dependent on our largest tenants.

The four largest tenants of the Trust, Walgreens, Dollar General, Tractor Supply, and Hobby Lobby, represent 18.8%, 15.3%, 9.1%, and 6.3% respectively, and collectively represent approximately 49.5% of the current in-place net rents as of June 30, 2026. As a result of this concentration, our business, financial condition and results of operations, including our NAV or the amount of cash available for distribution to our shareholders, could be adversely affected if we are unable to do business with one or more of these tenants, or if one or more of these tenants were to become unable to make lease payments because of a downturn in its business or otherwise.

As we continue to acquire properties, we may decrease or fail to increase the diversity of our portfolio.

While our portfolio is anticipated to be diversified by tenant, industry and geography, and our investment strategy contemplates maintaining and growing a well-diversified portfolio, we have broad authority to invest in any property that we may choose, and it is possible that future investment activity could result in a less diverse portfolio. In the event that we become significantly exposed to any one tenant, a downturn in that tenant's business or creditworthiness

could adversely affect us. Similarly, if we develop a concentration of properties in any geographic area or used in a particular industry, any situation adversely affecting that area or industry would have a magnified adverse effect on our portfolio.

If a major tenant declares bankruptcy, we may be unable to collect balances due under relevant leases.

We may experience concentration in one or more tenants across several of the properties in our portfolio. Any of our tenants, or any guarantor of one of our tenant's lease obligations, could be subject to a bankruptcy proceeding pursuant to Title 11 of the United States Code (the "**Bankruptcy Code**"). If a tenant becomes a debtor under the Bankruptcy Code, federal law prohibits us from evicting such tenant based solely upon the commencement of such bankruptcy. Further, such a bankruptcy filing would prevent us from attempting to collect pre-bankruptcy debts from the bankrupt tenant or its properties or take other enforcement actions, unless we receive an enabling order from the bankruptcy court. Generally, post-bankruptcy debts are required by statute to be paid currently, which would include payments on our leases that come due after the date of the bankruptcy filing. Such a bankruptcy filing also could cause a decrease or cessation of current rental payments, reducing our operating cash flows and the amount of cash available for distributions to shareholders. Prior to emerging from bankruptcy, the tenant will need to decide whether to assume or reject its leases. Generally, and unless otherwise agreed to by the tenant and the lessor, if a tenant assumes a lease, all pre-bankruptcy balances and unpaid post-bankruptcy amounts owing under it must be paid in full. If a given lease or guaranty is not assumed, our operating cash flows and the amount of cash available for distribution to shareholders may be adversely affected. If a lease is rejected by a tenant in bankruptcy, we are entitled to general unsecured claims for damages. If a lease is rejected, it is questionable whether we would receive any amounts from the tenant, and our general unsecured claim would be capped at the rent reserved under the lease, without acceleration, for the greater of one year or a percentage of the remaining term of the lease, but not greater than three years, plus rent already due but unpaid. We would only receive recovery on our general unsecured claim in the event funds or other consideration was available for distribution to general unsecured creditors, and then only in the same percentage as that realized on other general unsecured claims. We may also be unable to re-lease a terminated or rejected property or to re-lease it on comparable or more favorable terms.

Our operating results will be affected by economic and regulatory changes that have an adverse impact on the real estate market in general, which may prevent us from being profitable or from realizing growth in the value of our properties.

Our operating results will be subject to risks generally incident to the ownership of real estate, including:

- inability to collect rents from tenants due to financial hardship, including bankruptcy;
- changes in the general economic or business climate;
- changes in local real estate conditions in the markets in which we operate, including the availability of and demand for single-tenant, net lease necessity-based retail and healthcare assets;
- changes in consumer trends and preferences that affect the demand for products and services offered by certain of our tenants;
- inability to lease or sell properties upon expiration or termination of existing leases;
- changes in interest rates and availability of permanent mortgage financing that may render the sale of a property difficult or unattractive;
- the subjectivity of real estate valuations and changes in such valuations over time;
- the illiquidity of real estate investments generally;
- changes in tax, real estate, environmental and zoning laws; and
- periods of high interest rates and tight money supply.

These risk and other factors may prevent us from being profitable or from maintaining or growing the value of our properties.

We are exposed to risks related to increases in market lease rates and inflation, as income from long-term leases is our primary source of cash flows from operations.

We are exposed to risks related to increases in market lease rates and inflation, as income from long-term leases is the primary source of our cash flows from operations. Leases of long-term duration, or which include renewal options that specify a maximum rental rate increase, may result in below-market lease rates over time if we do not accurately estimate inflation or increases in market lease rates. Provisions of our leases designed to mitigate the risk of inflation and unexpected increases in market lease rates, such as periodic rental rate increases, may not adequately protect us from the impact of inflation or unexpected increases in market lease rates.

Increases in interest rates can negatively impact us.

We are exposed to financial market risks, especially interest rate risk. Interest rates and other factors, such as occupancy, rental rates and the financial condition of our tenants, influence our performance more so than does inflation. Our leases often provide for payments of base rent with scheduled increases, based on a fixed amount and, to a lesser extent, participating rent based on a percentage of the tenant's gross sales to help mitigate the effect of inflation. Changes in interest rates, however, do not necessarily correlate with inflation rates or changes in inflation rates and are highly sensitive to many factors, including government monetary policies, domestic and global economic and political conditions, and other factors which are beyond our control. Our operating results will depend heavily on the difference between the rental revenue from our properties and the interest expense incurred on our borrowings. If interest rates continue to rise, it could increase our interest expense which, without a corresponding increase in our revenue, would have a negative impact on our operating results.

We could be subject to increased property-level operating expenses.

Our properties are subject to property-level operating expenses, such as tax, utility, insurance, repair and maintenance and other operating costs. Though our properties are generally leased under net leases that obligate tenants to pay for all or a significant portion of these expenses, we may be required to pay some of these costs or we may become obligated to pay all of these costs if a tenant defaults on its obligation to pay these expenses. Additionally, we will be responsible for these costs at any vacant property that is not subject to a net lease. Property-level operating expenses may increase, and the likelihood of our need to fund these expenses may increase if property-level expenses exceed the level of revenue a tenant is able to generate at a particular property. Additionally, we may be unable to lease properties on terms that require the tenants to pay all or a significant portion of the properties' operating expenses or property-level expenses that we are obligated to pay may exceed our expectations.

Real estate taxes may increase, and any such increases may not be paid for by our tenants.

Tax rates or the assessed values of our properties may increase, which would result in increased real estate taxes. Although tenants at our properties are obligated to pay these taxes (including any increases thereto) pursuant to net leases, we may be responsible for some or all of these taxes related to certain of our properties upon a property's lease expiration. In addition, if a tenant does not meet its obligation to pay real estate taxes, we likely will be required to pay such taxes to preserve the value of our investment.

Our revenues and expenses are not directly correlated, and because a large percentage of our expenses are fixed, we may not be able to lower our cost structure to offset declines in our revenue.

Most of the expenses associated with the Trust are relatively fixed and generally will not decrease with any reduction in our revenue. Also, many of our expenses will be affected by inflation, and certain expenses may increase more rapidly than the rate of inflation in any given period. Additionally, expense increases may exceed the rent escalation provisions contained in many of our leases. By contrast, our revenue, which primarily comes from long-term leases, is affected by many factors beyond our control, such as tenant creditworthiness, lease term and the economic conditions in the markets where our properties are located. As a result, we may not be able to fully offset rising costs by increasing our rents.

We face significant competition for tenants, which may decrease the occupancy and rental rates of our properties.

We compete for tenants with numerous traded and non-traded public REITs, private REITs, private equity investors, institutional investment funds, individuals, banks and insurance companies, many of which own properties similar to ours in the same markets in which our properties are located. If our competitors offer space at rental rates below current market rates or below the rental rates we currently charge our tenants, we may lose existing or potential tenants and we may be pressured to reduce our rental rates or to offer more substantial rent abatements, tenant improvements, early termination rights or below-market renewal options in order to retain tenants when our leases expire. Competition for tenants could decrease the occupancy and rental rates of our properties.

Challenging economic conditions could increase vacancy rates.

Challenging economic conditions, the availability and cost of credit, turmoil in the mortgage market and declining real estate markets have contributed to increased vacancy rates in the commercial real estate sector. If we experience higher vacancy rates, we may have to offer lower rental rates or increase tenant improvement allowances or concessions. Increased vacancy may have a greater impact on us, as compared to REITs with other investment strategies, as our investment approach relies on long-term leases in order to provide a relatively stable stream of rental income. Increased vacancy could reduce our rental revenue and the values of our properties, possibly below the amounts we paid for them. Any such reduced revenues could make it more difficult for us to meet our payment obligations with respect to any indebtedness associated with the affected properties or limit our ability to refinance such indebtedness.

As leases expire, we may be unable to renew those leases or re-lease the space on favorable terms or at all.

Our success depends, in part, upon our ability to cause our properties to be occupied and generating revenue. Current tenants may decline, or may not have the financial resources available, to renew current leases, and we cannot guarantee you that we will be able to renew leases or re-lease space (i) without an interruption in the rental revenue from those properties, (ii) at or above our current rental rates, (iii) to national creditworthy and/or essential tenants, or (iv) without having to offer substantial rent abatements, tenant improvement allowances, early termination rights or below-market renewal options. The difficulty, delay and cost of renewing leases, re-leasing space and leasing vacant space could materially and adversely affect us.

In addition, all of the leases of our properties contain provisions giving the tenant the right to extend the term of the lease at a rental rate specified in the lease. If such rent is below the level of rent that the property could otherwise be leased for at the termination of the lease and the tenant exercises its right to extend the lease, we will be obligated nevertheless to lease the property for the rent specified in the lease.

Our growth strategy depends on external sources of capital which may not be available to us on commercially reasonable terms or at all.

We expect that over time we will seek additional sources of capital to fund our business. We may not be able to obtain such financing on favorable terms or at all. Any additional debt we incur will increase our leverage and likelihood of default. Our access to third-party sources of capital depends, in part, on:

- general market conditions;
- the market’s perception of our creditworthiness and growth potential;
- our current debt levels and our ability to satisfy financial covenants;
- our current and expected future earnings;
- our cash flow and cash distributions; and
- our ability to offer and sell our common shares or other equity securities.

If we cannot obtain capital from third-party sources, we may not be able to acquire properties when strategic opportunities exist, meet the capital and operating needs of our existing properties, satisfy our debt service obligations or make the cash distributions to our shareholders necessary to maintain our qualification as a REIT.

In addition, in order to maintain our qualification as a REIT, we are generally required under the Code to, among other things, distribute annually at least 90% of our REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gain, and we will be subject to income tax at regular corporate rates to the extent that we distribute less than 100% of our REIT taxable income, determined without regard to the dividends paid deduction and including any net capital gain. Because of these distribution requirements, without access to third-party sources of capital, we may not be able to acquire properties when strategic opportunities exist, meet the capital and operating needs of our existing properties, satisfy our debt service obligations or make the cash distributions to our shareholders necessary to maintain our qualification as a REIT.

Valuations and appraisals of our real estate are estimates of fair value and may not necessarily correspond to realizable value.

For the purposes of calculating our NAV, valuations of the portfolio will be determined based in part on quarterly valuations conducted by an independent third-party and approved by our Trustee. Additionally, the Trustee may in its discretion consider material market data and other information in valuing our assets and liabilities in calculating our NAV for a particular quarter. Although quarterly valuations of each of our real properties will be reviewed and confirmed for reasonableness, such valuations are based on asset and portfolio-level information provided by the Trustee, including historical operating revenues and expenses of the properties, lease agreements on the properties, revenues and expenses of the properties, information regarding recent or planned capital expenditures and any other information relevant to valuing the real property.

Within the parameters of our valuation guidelines, the valuation methodologies used to value our properties involve subjective judgments and projections. Valuation methodologies also involve assumptions and opinions about future events, which may or may not turn out to be correct. Valuations and appraisals of our properties will be only estimates of fair value. Ultimate realization of the value of an asset depends to a great extent on economic, market and other conditions beyond our control and the control of our independent valuation advisor. Further, valuations do not necessarily represent the price at which an asset would sell, since market prices of assets can only be determined by negotiation between a willing buyer and seller. As such, the carrying value of an asset may not reflect the price at which the asset could be sold in the market, and the difference between carrying value and the ultimate sales price could be material. In addition, accurate valuations are more difficult to obtain in times of low transaction volume because there are fewer market transactions that can be considered in the context of the appraisal. There will be no retroactive adjustment in the valuation of such assets, the offering price of our Common Shares, the price we paid to repurchase our Common Shares or NAV-based fees we paid to ExchangeRight. Because the price an investor pays for our Common Shares, and the price at which shares may be repurchased by us pursuant to our share repurchase plan, investors may pay more than realizable value or receive less than realizable value for their investments.

NAV calculations are not governed by governmental or independent securities, financial or accounting rules or standards.

The methods used to calculate our NAV, including the components used in those calculations are not prescribed by rules of the SEC or any other regulatory agency. Further, there are no accounting rules or standards that prescribe which components should be used in calculating NAV, and our NAV is not audited by our independent registered public accounting firm. We calculate and publish NAV solely for purposes of establishing the price at which we sell and repurchase our Common Shares, and investors should not view our NAV as a measure of our historical or future financial condition or performance. The components and methodology used in calculating our NAV may differ from those used by other companies now or in the future.

In addition, calculations of our NAV, to the extent that they incorporate valuations of our assets and liabilities, are not prepared in accordance with generally accepted accounting principles. These valuations may differ from liquidation values that could be realized in the event that we were forced to sell assets.

Additionally, errors may occur in calculating our NAV, which could impact the price at which we sell and repurchase our Common Shares and the amount of asset management fees. Certain policies and procedures have been implemented to address such errors in NAV calculations. If such errors were to occur, depending on the circumstances

surrounding each error and the extent of any impact the error has on the price at which our Common Shares were sold or repurchased or on the amount of the asset management fees, we may determine in its sole discretion to take certain corrective actions in response to such errors, including making adjustments to prior NAV calculations.

We may be unable to secure funds for future tenant improvements or other capital needs.

When tenants do not renew their leases or otherwise vacate their space, it is common that, in order to attract replacement tenants, we will be required to expend substantial funds for tenant improvements to the vacated space. In addition, although our leases generally require tenants to pay for routine property maintenance costs, we are often responsible for any major structural repairs, such as repairs to a property's foundation, exterior walls or roof. In general, we expect to use a significant portion of our cash to invest in additional properties and fund distributions to our shareholders. Accordingly, if we need significant additional capital to improve or maintain our properties or for any other reason, we will likely be required to obtain funds from other sources, such as cash flow from operations, borrowings, property sales or future offerings of our securities. These sources of funding may not be available on attractive terms or at all. If we cannot procure additional funding for tenant improvements or other capital needs, our properties may be less attractive to future tenants or purchasers, generate lower cash flows and/or decline in value.

REIT distribution requirements limit our ability to retain cash.

As a REIT, we are subject to annual distribution requirements, which limit the amount of cash we can retain for other business purposes, including to fund our growth. We generally must distribute annually at least 90% of our REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gain, in order for our distributed earnings not to be subject to corporate income tax. We intend to make distributions to our shareholders to comply with the REIT distribution requirements of the Code. However, timing differences between the recognition of taxable income and the actual receipt of cash could require us to sell assets or borrow funds to meet the 90% distribution requirement of the Code, even if the prevailing market conditions are not favorable for these dispositions or borrowings.

Illiquidity of real estate investments and restrictions imposed by the Code could significantly impede our ability to respond to adverse changes in the performance of our properties.

Relative to many other types of investments, real estate in general, and our properties in particular, are difficult to sell quickly. Therefore, our ability to promptly sell one or more properties in response to changing economic, financial or investment conditions is limited. In particular, our ability to sell a property could be adversely affected by a weaknesses in or even the lack of an established market for a property, changes in the financial condition or prospects of prospective purchasers or changes in national or international economic conditions (such as the most recent economic downturn), and changes in laws, regulations or fiscal policies of the jurisdiction in which the property is located.

In addition, the Code imposes restrictions on a REIT's ability to dispose of properties, which are not applicable to other types of real estate companies. In particular, the tax laws applicable to REITs effectively require that we hold our properties for investment, rather than primarily for sale in the ordinary course of business, which may cause us to forgo or defer sales of properties that otherwise would be in our best interest. Therefore, we may not be able to vary our portfolio in response to economic or other conditions promptly or on favorable terms.

We may be unable to sell a property when we desire to do so.

The real estate market is affected by many factors that are beyond our control, such as general economic conditions, the availability of financing, interest rates, and supply and demand. While the Trust's strategy is not to sell properties individually, it is possible that we could pursue those options on select properties, and for those properties, we cannot predict whether we will be able to sell a property for a price or on other terms that we determine to be acceptable. In connection with selling a property, we may determine that it is necessary to make significant capital expenditures to correct defects or to make improvements in order to facilitate a sale. We may not have the ability to fund these expenditures, which could prevent us from selling the property or adversely affect any selling terms. Additionally, in acquiring a property, we may agree to restrictions that prohibit the sale of that property for a period of time or impose other restrictions, such as a limitation on the amount of debt that can be placed or repaid on such property. To the extent we determine to sell a property, we cannot predict the length of time needed to find a willing purchaser and to

close the sale of the property or that any sale will result in the receipt of net proceeds in excess of the amount we paid for the property.

We may only obtain limited warranties when we purchase a property and may only have limited recourse in the event our due diligence did not identify any issues that lower the value of the property.

The seller of a property often sells such property in its "as is" condition on a "where is" basis and "with all faults," without any warranties of merchantability or fitness for a particular use or purpose. In addition, purchase agreements may contain only limited warranties, representations and indemnifications (including those relating to construction of the building and environmental issues) that will survive only for a limited period after the closing. The purchase of properties with limited warranties, representations or indemnifications increases the risk that we may lose some or all of our invested capital in the property, as well as the loss of rental income from that property.

CC&Rs may restrict the uses of our properties.

Some of our properties are contiguous to other parcels that comprise a single retail center. In connection with such properties, we are often subject to significant covenants, conditions and restrictions ("**CC&Rs**") that limit the use and operation of such properties. Moreover, the operation and management of the contiguous properties may adversely affect the value of our properties. Compliance with CC&Rs or the presence of contiguous businesses may make the affected properties less attractive to potential tenants and adversely affect their value.

We may be negatively affected by potential development and construction delays.

We may invest in properties that are under development or construction. If a builder fails to perform, we may resort to legal action to rescind the purchase or the construction contract or to compel performance. A builder's performance may also be affected or delayed by conditions beyond the builder's control. Delays in completion of construction could also give tenants the right to terminate pre-construction leases.

We also must rely on rental income and expense projections and estimates of the fair market value of property upon completion of construction when agreeing upon a price at the time we acquire the property. If our projections are inaccurate, we may pay too much for a property, and our return on our investment could suffer.

If we purchase an option to acquire a property but do not exercise the option, we likely would forfeit the amount we paid for such option.

In determining whether to purchase a particular property, we may obtain an option to purchase such property. While not anticipated, the amount paid for an option, if any, normally is forfeited if the property is not purchased within the option exercise period and normally is credited against the purchase price if the property is purchased. If we purchase an option to acquire a property but do not exercise the option, we likely would forfeit the amount we paid for such option.

Acquiring or attempting to acquire multiple properties in a single transaction may adversely affect us.

From time to time, we may acquire multiple properties in a single transaction. Portfolio acquisitions are more complex and may be more expensive than single property acquisitions, and the risk that a multiple-property acquisition does not close may be greater than in a single-property acquisition. Portfolio acquisitions may also result in our owning investments in geographically dispersed markets, placing additional demands on our ability to manage the properties in the portfolio. In addition, a seller may require that a group of properties be purchased as a package even though we may not want to purchase one or more properties in the portfolio. In these situations, if we are unable to identify another party to acquire the unwanted properties, we may be required to hold such properties and seek to dispose of them at a later time. Acquiring multiple properties in a single transaction may require us to accumulate a large amount of cash, and holding large cash balances for significant periods of time could reduce our returns, as returns on cash are substantially lower than the returns we target from our investments in properties.

If we sell properties and provide financing to purchasers, we will be subject to the risk of default by the purchasers.

While not anticipated, in some instances, we may sell a property and provide financing to the purchaser for a portion of the purchase price. Though we do not expect to provide a significant amount of financing to purchasers relative to

the overall size of our portfolio, we are not precluded from doing so. If we provide financing to purchasers, we will bear the risk that the purchaser may default on its obligations to us, including payment obligations, under the financing arrangement. Even in the absence of a purchaser default, we will not receive the full cash proceeds from such a sale until such time as our loan is repaid by the purchaser or sold by us, which will result in a delay in our ability to distribute such sales proceeds or reinvest them in other properties.

We may suffer losses that are not covered by insurance or that are in excess of insured amounts.

Generally, each of our tenants is responsible for the cost of insuring the property it leases from us against customary losses (such as casualty, liability, fire and extended coverage) at a specified level or required to reimburse us for a portion of the cost of acquiring such insurance. However, it is possible that we will incur losses in excess of insured amounts. Additionally, there are types of losses, generally of a catastrophic nature, such as losses due to wars, acts of terrorism, earthquakes, floods, hurricanes, pollution or environmental matters, that are either uninsurable or not economically insurable, or may be insured subject to limitations, such as large deductibles or co-payments. It is possible that mortgage lenders may require us to purchase additional insurance covering acts of terrorism, and additional costs associated therewith may be significant and likely would not be paid for by our tenants. Additionally, to the extent such insurance is either unavailable or prohibitively expensive, it could inhibit our ability to finance or refinance our properties. In these instances, we may be required to provide other financial support, either through financial assurances or self-insurance.

Inflation, changes in building codes and ordinances, environmental considerations and other factors may make any insurance proceeds we receive insufficient to repair or replace a property if it is damaged or destroyed. In that situation, the insurance proceeds received may not be adequate to restore our economic position with respect to the affected property. Furthermore, in the event we experience a substantial or comprehensive loss at one of our properties, we may not be able to rebuild such property to its pre-loss specifications without capital expenditures in excess of any insurance proceeds, as repair or reconstruction of the property may require significant upgrades to meet current zoning and building code requirements.

The failure of any bank in which we deposit our funds could reduce the amount of cash we have available to pay distributions and make additional investments.

The Federal Deposit Insurance Corporation only insures amounts up to a maximum level per depositor per insured bank. We likely will have cash (including restricted cash) and cash equivalents deposited in certain financial institutions in excess of federally insured levels. If any of the banking institutions in which we deposit funds ultimately fails, we may lose a certain portion of our deposits. The loss of our deposits could reduce the amount of cash available for distribution to our shareholders or investment in new or existing properties.

Compliance with the Americans with Disabilities Act and fire, safety and other regulations may require us to make significant unanticipated expenditures.

Some of our properties are subject to the Americans with Disabilities Act of 1990, as amended (the "**ADA**"). Under the ADA, all public accommodations must meet federal requirements related to access and use by disabled persons. Compliance with the ADA could require costly modifications at our properties to make them readily accessible to and usable by disabled individuals. In addition, failure to comply with the ADA could result in the imposition of fines or an award of damages to private litigants. Our tenants are generally obligated to maintain and repair the properties they lease from us and to comply with the ADA and other similar laws and regulations. However, if a tenant is unwilling or unable to meet its obligation to comply with the ADA, we may incur significant costs in modifying the property to achieve compliance. Additionally, as the owner of the property we could be liable for failure of one of our properties to comply with the ADA or other similar laws and regulations.

Similarly, our properties are subject to various laws and regulations relating to fire, safety and other regulations, and in some instances, common-area obligations. While our tenants are generally obligated to comply with these laws and regulations at the properties they lease from us, it is possible that our tenants will not have the financial ability to meet these obligations. If a tenant is unwilling or unable to meet its obligation to comply with these laws and regulations, we may incur significant costs to achieve compliance, such that we may not be able to recover from the tenant. We may also face owner liability for failure to comply with these laws and regulations, which may lead to the imposition of fines or an award of damages to private litigants.

Costs of complying with environmental laws and regulations may be costly.

All real property and the operations conducted thereon are subject to federal, state and local laws and regulations relating to environmental protection and human health and safety. These laws and regulations generally govern wastewater discharges, air emissions, the operation and removal of underground and above-ground storage tanks, the use, storage, treatment, transportation and disposal of hazardous materials, and the remediation of contamination associated with disposals. These laws or the interpretations thereof may become more stringent over time and compliance therewith may involve significant costs. Additionally, the cost of defending against claims of liability, complying with environmental requirements, remediating any contaminated property or paying personal injury claims could be substantial. Some of these laws and regulations impose joint and several liability on tenants and current or previous owners or operators of real estate for the costs of investigation and remediation of contaminated properties, regardless of fault or whether the acts causing the contamination were legal. This liability could be substantial. In addition, the presence of hazardous substances, or the failure to properly remediate these substances, may adversely affect our ability to sell or rent a property or to use such property as collateral for future borrowing. Moreover, if contamination is discovered at any of our properties, environmental laws may impose restrictions on the manner in which the affected properties may be used or the businesses that may be operated thereon or give rise to personal injury claims. We typically obtain a third-party environmental site assessment for properties we acquire; however, we may not obtain such an assessment for every property we acquire, and when we do obtain such an assessment it is possible that it will not reveal all environmental liabilities.

Although our leases generally require our tenants to operate in compliance with all applicable laws and to indemnify us against any environmental liabilities arising from a tenant's activities on the property, there can be no assurance that our tenants will be able to meet these obligations. It is possible that we could incur substantial expenditures to remediate environmental conditions at our properties or become subject to liability for environmental liabilities by virtue of our ownership of the property. Furthermore, the discovery of environmental liabilities on any of our properties could lead to significant remediation costs or other liabilities for our tenant, which may affect such tenant's ability to make rental payments to us.

From time to time, we may invest in properties with known adverse environmental conditions where we believe that the environmental liabilities associated with these conditions are quantifiable and that the acquisition will yield an appropriate risk-adjusted return. In such an instance, we will estimate the costs of environmental investigation, clean-up and monitoring when negotiating the purchase price. To the extent we underestimate the costs of environmental matters, we could incur substantial losses. Further, in connection with property dispositions, we may agree to remain responsible for, and to bear the cost of, remediating or monitoring certain environmental conditions.

We may become subject to litigation, which could materially and adversely affect us.

In the future we may become subject to litigation, including claims relating to our operations, properties, security offerings or other aspects of our business. Some of these claims may result in significant investigation, defense or settlement costs and, if we are unable to successfully defend against or settle such claims, may result in significant fines or judgments against us. These costs may not be covered by insurance or may exceed insured amounts. We cannot be certain of the outcomes of any claims that may arise in the future. Certain litigation or the resolution of certain litigation may limit the availability or significantly increase the cost of insurance coverage, which could expose us to increased risks.

We face risks relating to cybersecurity attacks that could cause loss of confidential information and other business disruptions.

We rely extensively on computer systems to process transactions and manage our business, and our business is at risk from and may be impacted by cybersecurity attacks. These could include attempts to gain unauthorized access to our data and computer systems. Attacks can be both individual and/or highly organized attempts organized by very sophisticated hacking organizations. We employ a number of measures to prevent, detect and mitigate these threats, which include password protection, firewall protection systems, frequent backups, and a redundant data system for core applications; however, there is no guarantee such efforts will be successful in preventing a cybersecurity attack. A cybersecurity attack could compromise our confidential information as well as that of our employees, tenants and vendors. A successful attack could disrupt and affect our business operations.

Eminent domain could lead to material losses.

Government authorities may exercise eminent domain to acquire the land on which our properties are built in order to build roads and other infrastructure. Any such exercise of eminent domain would allow us to recover only the fair value of the affected properties. In addition, "fair value" could be substantially less than the real market value of the property, and we could effectively have no profit potential from properties acquired by the government through eminent domain.

Risks Related to our Secured Lending

Bankruptcy of ExchangeRight or any tenant of a property owned by the entity pledged to secure the ExchangeRight Secured Loans may adversely affect the value of the ExchangeRight Secured Loans.

While ExchangeRight and many of the tenants it focuses on have a consistent track record of profitability, bankruptcy proceedings and usual equitable principles may delay or otherwise adversely affect the enforcement of a noteholder's rights in the property granted as security for the note. Federal bankruptcy law permits adoption of reorganization plans even though such plans have not been accepted by the holders of a first lien on property, if such holders are provided with the benefit of their original lien or the "indubitable equivalent." In addition, if the bankruptcy court concludes that the noteholders have "adequate protection," it may (i) substitute other security subject to the lien of the noteholders and (ii) subordinate the lien of the noteholders (A) to claims by persons supplying goods and services to the debtor after bankruptcy and (B) to the administrative expenses of the bankruptcy proceeding. In the event of the bankruptcy of an obligor under a note held by the Trust, the amount realized by the Trust might depend on the bankruptcy court's interpretation of "indubitable equivalent" and "adequate protection" under the then-existing circumstances. It is also possible that debtors could attempt a "cramdown" in Bankruptcy Court pursuant to which the debtor's obligation to the Trust could be reduced below amounts otherwise owed. To confirm a Chapter 11 Plan of Reorganization, the court must find that creditors will receive at least what they would receive in a Chapter 7 liquidation case, and that the plan is either approved by all of the creditors, or the plan is approved by at least one class of creditors and (1) the plan does not discriminate unfairly; (2) holders of secured claims receive property under the plan with a value equal to the "value of the secured creditor's interest in the property of the estate"; and (3) either holders of unsecured claims are paid in full with interest or junior classes with claims receive nothing. Secured creditors are much more likely to be "crammed down" than unsecured creditors.

Investments may include intercompany or affiliate investments.

ExchangeRight may use funds from the ExchangeRight Secured Loans for intercompany or affiliate acquisitions utilized to facilitate acquisitions of properties owned or managed by affiliates of ExchangeRight. There is therefore a risk that ExchangeRight may choose to invest in such affiliated properties and that ExchangeRight or its affiliates may receive compensation under the terms and provisions of such affiliated properties and that such acquisitions may not have underlying collateral that generates income similar to other properties and, thus, interest and fees under the RSLCA may not be paid.

Foreclosure on properties may result in insufficient funds.

In many cases we will need to look solely to the property owned by the Pledged Entity, the interests in which are pledged to secure the RSLCA, to satisfy the indebtedness in accordance with its terms. Timely payment of principal and interest under the RSLCA will primarily depend upon the success of the property underlying the interest pledged pursuant to the RSLCA and the revenues that such property generates from operations. In the event that such revenues are insufficient, our sole recourse will be to foreclose on the underlying properties. In addition to the potential problems inherent in the foreclosure process discussed above, any sale of the properties upon foreclosure may bring a price that is less than the outstanding principal amount of funds drawn under the RSLCA.

Making secured, bridge and other loans subjects us to credit risk and could adversely affect us.

We will make the ExchangeRight Secured Loans and may make bridge and other loans related to net lease properties. However, these loans will subject us to credit risk and there could be defaults under these loans. Defaults may be caused by many factors beyond our control, including local and other economic conditions affecting real estate values, interest rate changes, rezoning and the failure by the borrower to develop the property. If there is a default under one of these loans, the value of our investment in the loan could be impaired or lost in its entirety. In addition, if such a

loan is secured by a mortgage on the related property, we may be delayed in a foreclosure action and any sale of the mortgaged property may generate less net proceeds than we were owed under the defaulted loan.

The value of our ExchangeRight Secured Loans may be impaired, and we may be unable to realize any value upon the foreclosure of the pledges securing the ExchangeRight Secured Loans due to the terms of the underlying mortgage loans.

The properties indirectly held by the entity pledged to secure the ExchangeRight Secured Loans may be subject to first lien mortgage loans, which may contain terms that prohibit the pledge or assignment of the interests in the entity. This could result in the foreclosure of the mortgage on the underlying property and our inability to realize any benefit upon the foreclosure of the pledge. Such provisions may also require us to account for the value we attribute to the ExchangeRight Secured Loan as impaired.

The failure of a secured loan to qualify as a real estate asset could adversely affect our ability to qualify as a REIT.

The Internal Revenue Service ("**IRS**") has issued Revenue Procedure 2003-65, which provides a safe harbor pursuant to which a secured loan that is secured by interests in a pass-through entity will be treated by the IRS as a real estate asset for purposes of the REIT 75% asset test, and interest derived from such loan will be treated as qualifying mortgage interest for purposes of the REIT 75% income test. Although the Revenue Procedure provides a safe harbor on which taxpayers may rely, it does not prescribe rules of substantive tax law. We may make investments in loans secured by interests in pass- through entities in a manner that complies with the various requirements applicable to our qualification as a REIT. To the extent, however, that any such loans do not satisfy all of the requirements for reliance on the safe harbor set forth in the Revenue Procedure, there can be no assurance that the IRS will not challenge the tax treatment of such loans, which could jeopardize our ability to qualify as a REIT.

Risks Related to Our Indebtedness

Our cash flows and operating results could be adversely affected by required payments of debt or related interest and other risks of our debt financing, including an inability to refinance existing indebtedness.

We are generally subject to risks associated with debt financing. These risks include: (1) our cash flow may not be sufficient to satisfy required payments of principal and interest; (2) we may not be able to refinance existing indebtedness or the terms of the refinancing may be less favorable to us than the terms of existing debt; (3) required debt payments are not reduced if the economic performance of any property declines; (4) debt service obligations could reduce cash available for distribution to our shareholders and funds available for investment; (5) any default on our indebtedness could result in acceleration of those obligations and possible loss of property to foreclosure; and the risk that necessary capital expenditures cannot be financed on favorable terms. If a property is pledged to secure payment of indebtedness and we cannot make the applicable debt payments, we may have to surrender the property to the lender with a consequent loss of any prospective income and equity value from such property.

We may incur substantial indebtedness.

We may provide full or partial guarantees of mortgage debt incurred by our subsidiaries that own the mortgaged properties. Under these circumstances, we will be responsible to the lender for satisfaction of the debt if it is not paid by our subsidiary. If any mortgages contain cross-collateralization or cross-default provisions, a default on a single property could affect multiple properties.

Our use of indebtedness could have important consequences to us. For example, it could: (1) result in the acceleration of a significant amount of debt for non-compliance with the terms of such debt or, if such debt contains cross-default or cross-acceleration provisions, other debt; (2) result in the loss of assets, including individual properties or portfolios, due to foreclosure or sale on unfavorable terms, which could create taxable income without accompanying cash proceeds; (3) materially impair our ability to borrow unused amounts under existing financing arrangements or to obtain additional financing or refinancing on favorable terms or at all; (4) require us to dedicate a substantial portion of our cash flow to paying principal and interest on our indebtedness, reducing the cash flow available to fund our business, to make distributions, including those necessary to maintain our REIT qualification, or to use for other purposes; (5) increase our vulnerability to an economic downturn; (6) limit our ability to withstand competitive pressures; or (7) reduce our flexibility to respond to changing business and economic conditions.

Secured indebtedness exposes us to the possibility of foreclosure on our ownership interests in pledged properties.

Incurring mortgage and other secured indebtedness increases our risk of loss of our ownership interests in the pledged property because defaults thereunder, and the inability to refinance such indebtedness, may result in foreclosure action initiated by lenders. For tax purposes, a foreclosure would be treated as a sale of the property for a purchase price equal to the outstanding balance of the debt secured by the mortgage. If the outstanding balance of the debt secured by the mortgage exceeds our tax basis in the property, we would recognize taxable income on foreclosure, but would not receive any cash proceeds from the foreclosure. In such event, we may be unable to pay the amount of distributions required in order to maintain our REIT status.

Financing we utilize may include recourse provisions to the Company.

We intend to obtain financing on the most favorable terms reasonably available to us. We will have substantial discretion with respect to the financing we obtain, subject to our borrowing policies. Lenders may have recourse to assets not securing the repayment of the indebtedness. To the extent permitted by applicable loan agreements, we may refinance properties during the term of a loan.

High interest rates may make it difficult for us to finance or refinance properties, which could reduce the number of properties we can acquire and the amount of cash distributions we can make to our shareholders.

We may be unable to finance or refinance our properties on favorable terms or at all. If interest rates are higher when we desire to mortgage a property or when existing loans mature, we may not be able to obtain suitable mortgage financing or refinance existing indebtedness. If we are unable to refinance existing indebtedness with replacement debt, we may be required to repay a portion of the maturing indebtedness with cash. Our inability to access debt capital on attractive terms to finance new investments or to refinance maturing indebtedness could reduce the number of properties we can acquire and our cash flows. Higher costs of capital also could negatively impact cash flows and returns on our investments.

Variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Variable rate borrowings, if any, expose us to increased interest expense in a rising interest rate environment. Additionally, in the future, we may incur substantial additional indebtedness that bears interest at variable rates. If interest rates were to increase, our debt service obligations on variable rate indebtedness would increase even though the amount borrowed remained the same, and our cash flows would correspondingly decrease.

Interest-only indebtedness may increase our risk of default and ultimately may reduce our cash available for distribution.

We expect to finance at least a portion of our property acquisitions using interest-only mortgage indebtedness. During the interest-only period, the amount of each scheduled payment will be less than that of a traditional amortizing mortgage loan. The principal balance of the mortgage loan will not be reduced (except in the case of prepayments) because there are no scheduled monthly payments of principal during this period. After the interest-only period, we will be required either to make scheduled payments of amortized principal and interest or to make a lump-sum or "balloon" payment at maturity. These required principal or balloon payments will increase the amount of our scheduled payments and may increase our risk of default under the related mortgage loan.

Our ability to make a balloon payment at maturity is uncertain and may depend upon our ability to obtain additional financing or our ability to sell the property. At the time the balloon payment is due, we may or may not be able to refinance the loan on terms as favorable as the original loan or sell the property at a price sufficient to make the balloon payment.

To hedge against interest rate fluctuations, we may use derivative financial instruments that may be costly.

While we do not currently use derivative instruments to hedge our exposure to changes in interest rates, we may choose to do so in the future. Derivative instruments may include interest rate swap contracts, interest rate cap or floor contracts, futures or forward contracts, options or repurchase agreements. Future hedging decisions will depend on

prevailing facts and circumstances and at any point in time we may choose to hedge some, all or none of our variable interest rate exposure.

To the extent that we choose to use derivative financial instruments to hedge against interest rate fluctuations in the future, we will be exposed to credit risk, basis risk and legal enforceability risks. Credit risk refers to the potential failure of our counterparty to perform its obligations under the terms of the derivative contract. If the fair value of a derivative contract is positive, the counterparty generally owes us a payment, which creates credit risk for us. Basis risk occurs when the index upon which the contract is based is more or less variable than the index upon which the hedged asset or liability is based, thereby potentially making the hedge less effective. Finally, legal enforceability risks encompass general contractual risks, including the risk that the counterparty will breach the terms of, or fail to perform its obligations under, the derivative contract.

Income and gain from hedging transactions will be excluded from gross income for purposes of both the REIT qualification gross income tests, provided that we properly identify such hedges. For federal income tax purposes, a "hedging transaction" means either (1) any transaction entered into in the normal course of our trade or business primarily to manage the risk of interest rate, price changes, or currency fluctuations with respect to borrowings made or to be made, or ordinary obligations incurred or to be incurred, to acquire or carry real estate assets, (2) any transaction entered into primarily to manage the risk of currency fluctuations with respect to any item of income or gain that would be qualifying income under the 75% or 95% gross income test (or any property which generates such income or gain), and (3) a transaction entered into to manage the risk of any hedging transaction described in the preceding sentence if we dispose of some or all of the underlying property to which such original hedging transaction relates.

In the event we are unable to enter into a hedging transaction that may not satisfy the definition of a "hedging transaction," or do not properly identify our hedges as such, we risk earning income that is not good income for REIT purposes. Accordingly, we may forego certain hedging opportunities even though commercially it would be beneficial to enter into such a hedge in order to minimize the risk of earning income from a hedge that is not good REIT income for the 75% and 95% tests.

We plan to assume the loans associated with the identified ExchangeRight DST Properties, which may be subject to certain unfavorable provisions.

The ExchangeRight DST Properties are subject to debt, the terms of which include lender-favorable mechanisms in certain events such as cash flow sweeps, recourse provisions, and debt service coverage ratio requirements, and with which compliance may be beyond our control. Our failure to comply with the terms of such debt could impact cash flow available for distribution to shareholders.

Risks Relating to Our Ability to Implement Additional Liquidity

ExchangeRight is not obligated to seek or offer us the opportunity to participate in any aggregation and liquidity transaction.

Our Sponsor is under no obligation to us to pursue an additional liquidity strategy or to offer to us the opportunity to participate in such a transaction involving its other assets under management. Successfully completing an aggregated liquidity transaction may also require the consent of various parties, including investors in other ExchangeRight-managed investment vehicles or mortgage lenders secured by the underlying properties, who may have interests that differ from those of our common shareholders. The availability and potential benefits of such a transaction will depend on the performance of the Trust and our Sponsor's other assets under management, and our Sponsor's ability to acquire additional assets to support the Trust's growth strategy and facilitate such a transaction.

Market conditions may delay the availability of a liquidity transaction, or make such a transaction less desirable for our shareholders.

The ability of our Sponsor to identify a suitable acquirer or merger partner, or the success of a listing or initial public offering, will depend on many factors that we are unable to predict at this time, including general economic conditions, the market conditions applicable to public REITs and net-leased necessity-based retail and healthcare assets, prevailing interest rates and the number of other companies with similar investment strategies seeking to complete

similar transactions at the time. Our sponsor may not be able to identify a suitable acquirer or merger partner, or complete a listing or initial public offering, within any particular time frame or at all.

Our special limited partner will be entitled to incentive distributions from our Operating Partnership only if our investors have received a return of capital plus 7% cumulative, non-compounded annual return, which may discourage ExchangeRight from facilitating a transaction that would provide liquidity for our common shareholders.

Our operating partnership agreement requires us to pay a performance-based termination distribution to our special limited partner, which is wholly-owned by ExchangeRight, if our common shares, or the common equity securities of a successor entity in a business combination, are listed on a national securities exchange or if we engage in a business combination transaction in which our common shareholders receive cash or listed common equity securities. Our special limited partner will become entitled to such an incentive fee only after our investors have received a return of capital plus a 7% cumulative, non-compounded annual return on all such capital contributions, based on the value of the consideration received by our common shareholders or the trading price of our shares after such a listing. ExchangeRight may decide against pursuing or offering us the opportunity to participate in a particular transaction if it would not result in realizing this incentive fee.

If we do not successfully implement a liquidity transaction, you may have to hold your investment for an indefinite period.

Our Declaration of Trust does not require our Trustee to pursue a transaction providing liquidity to you. If our Trustee determines to pursue a liquidity transaction, we would be under no obligation to complete the transaction by a specific time. In addition, we are not restricted from effecting a liquidity transaction with ExchangeRight or an affiliate thereof, which may result in conflicts of interest. If we do not pursue a liquidity transaction or delay such a transaction due to market conditions, our common shares may continue to have limited liquidity and you may, for an indefinite period of time, be unable to convert your shares to cash easily, if at all, and could suffer losses on your investment in our shares.

Risks Related to Our Organization and Structure

We are a holding company with no direct operations and will rely on funds received from our Operating Partnership to pay liabilities and make any distributions declared by our Trustee.

We are a holding company and conduct substantially all of our operations directly and indirectly through our Operating Partnership. We will not have any significant operations or, apart from our interest in the Operating Partnership, any significant assets. As a result, we will rely on distributions from the Operating Partnership to pay any distributions that our Trustee declares on our common shares. We will also rely on distributions from the Operating Partnership to meet any of our obligations, including any tax liability on taxable income allocated to us from the Operating Partnership. In addition, because we are a holding company, your claims as shareholders will be structurally subordinated to all existing and future liabilities and obligations (whether or not for borrowed money) or any preferred equity of the Operating Partnership and its subsidiaries, including ExchangeRight's special limited partnership interest in our Operating Partnership. Therefore, in the event of our bankruptcy, liquidation or reorganization, our assets and those of the Operating Partnership and its subsidiaries will be able to satisfy the claims of our shareholders only after all of our and the Operating Partnership's and its subsidiaries' liabilities and obligations have been paid in full.

We own all of the general partner interests in the Operating Partnership as of the date of this Memorandum. In connection with our future acquisition of properties or otherwise, we may issue OP Units to third parties. Such issuances would reduce our ownership in the Operating Partnership. Because you will not directly own units of the Operating Partnership, you will not have any voting rights with respect to any such issuances or other partnership level activities of the Operating Partnership.

Conflicts of interest could arise between the interests of our shareholders and the interests of holders of OP Units, which may impede business decisions that could benefit our shareholders.

Conflicts of interest could arise as a result of the relationships between us, on the one hand, and our Operating Partnership or any limited partner thereof, on the other. Our Key Principals own, or have the right to acquire in connection with our acquisition of the ExchangeRight DST Properties, cash, additional OP Units, or a combination thereof. Our Trustee and officers have duties to us and our shareholders under applicable Maryland law in connection

with their management of our company. At the same time, we, as the sole general partner of our Operating Partnership, have fiduciary duties and obligations to our Operating Partnership and its limited partners under Delaware law and the Partnership Agreement (as defined herein) of our Operating Partnership in connection with the management of our Operating Partnership. Our duties as the sole general partner to our Operating Partnership and its partners may come into conflict with the duties of our Trustee and officers to our company and our shareholders. These conflicts may be resolved in a manner that is not in the best interests of our shareholders.

The limit on the number of shares a person may own may discourage a takeover that could otherwise result in a premium price to our shareholders.

Our Declaration of Trust, with certain exceptions, authorizes our Trustee to take such actions as are necessary and desirable to preserve our qualification as a REIT. Unless exception is granted by our Trustee, no person may own more than 9.8% in value or in number, whichever is more restrictive, of our outstanding common shares, or 9.8% in value of the aggregate of our outstanding shares of beneficial interest. These restrictions may have the effect of delaying, deferring or preventing a change in control of us, including an extraordinary transaction (such as a merger, tender offer or transfer of all or substantially all of our assets) that might provide a premium to the purchase price of our shares for our shareholders. See the "*Description of Shares—Restrictions on Ownership and Transfer*" section of this Memorandum.

Our Trustee may change our investment policies without shareholder approval, which could alter the nature of your investment.

Our investment policies may change over time. The methods of implementing our investment policies also may vary, as new real estate development trends emerge and new investment techniques are developed. Except as may be required to avoid meeting the definition of an "investment company" under the Investment Company Act, our investment policies, the methods for their implementation, and our other objectives, policies and procedures may be altered by our Trustee without the approval of our shareholders. As a result, the nature of your investment could change without your consent. In addition, a change in our investment policies, including the manner in which we allocate our resources across our portfolio or the types of assets in which we seek to invest, may increase our exposure to interest rate risk, real estate market fluctuations and liquidity risk. Changes to our policies with regard to the foregoing could materially and adversely affect us.

Our Trustee may change our financing policies without shareholder approval, and we may become more highly leveraged, which may increase our risk of default under our debt obligations.

Our financing policies are exclusively determined by our Trustee. Accordingly, our shareholders do not control these policies. Further, our organizational documents do not limit the amount or percentage of indebtedness, funded or otherwise, that we may incur. Our Trustee may adopt, alter or eliminate leverage policies at any time without shareholder approval. We could become more highly leveraged, which could result in an increase in our debt service. Higher leverage also increases the risk of default on our obligations.

You are bound by the vote of other shareholders on matters on which you are entitled to vote, and you will not have the right to vote on certain mergers, consolidations and conversions of the Trust.

You may vote on certain matters at a meeting of shareholders. However, you will be bound by the vote specified in our Declaration of Trust or bylaws on matters requiring approval of the shareholders even if you do not vote in favor of any such matter. Moreover, subject to certain requirements set forth in our Declaration of Trust, holders of common shares will not be entitled to vote on any merger, consolidation or conversion of the Trust with another REIT or REITs so long as the consideration to be received by our common shareholders consists of common equity securities of the surviving REIT at an exchange ratio based on the respective NAVs of the Trust and such other entity, as adjusted for transaction costs, and the only cash paid in the transaction is paid in lieu of fractional shares (a "**Reorganization**"). Therefore, the Trustee will have the unilateral power to effect a Reorganization without the approval of any shareholder of the Trust.

If you do not agree with the decisions of our Trustee, you only have limited control over changes in our policies and operations and may not be able to change such policies and operations.

Our Trustee determines our major policies, including our policies regarding investments, financing, growth, debt capitalization, REIT qualification and distributions. Our Trustee may amend or revise these and other policies without a vote of the shareholders. Under the Maryland law and our Declaration of Trust, our shareholders generally have a right to vote only on the following:

- the removal of the Trustee under limited circumstances and, unless the Trustee has designated its successor, the election of a successor trustee;

- any amendment of our Declaration of Trust that adversely affects the contract rights of our outstanding shares of beneficial interest, except that our Trustee may amend our Declaration of Trust without shareholder approval to increase or decrease the aggregate number of our shares, to increase or decrease the number of our shares of any class or series that we have the authority to issue, to change our name, to classify or reclassify any unissued shares of common shares or preferred shares into one or more classes or series of shares and to establish the terms of such shares, and to change the name or other designation or the par value of any class or series of our shares and the aggregate par value of our shares or to effect certain reverse share splits;

- a merger or consolidation of the Trust, or the sale or other disposition of all or substantially all of our assets, provided that, if such action could be taken by a Maryland corporation without the approval of its shareholders pursuant to Subtitle 1 of Title 3 of the Maryland General Corporation Law (the "**MGCL**") or if such action is a Reorganization (as defined above), no vote of shareholders will be required;

- such other matters as may be provided in our Bylaws;

- such matters that the Trustee has declared advisable and submitted to a vote of the shareholders; and

- any other matters on which shareholders are required to vote by federal law, state law or, following a listing on a national securities exchange, the rules of such exchange.

All other matters are subject to the discretion of our Trustee.

Our Trustee can cause us to engage in a Reorganization transaction, including with an affiliate of ExchangeRight, without your approval.

Our shareholders are not entitled to vote on a business combination involving us and another REIT or REITs if our common shares are exchanged for common shares of the surviving entity at an exchange ratio based on the respective NAV per share of us and the surviving entity, after deductions for transaction expenses. As a result, our Trustee could cause us to enter into a business combination transaction with another REIT, including another REIT that is managed by ExchangeRight, that has different investment objectives and policies, different fees and expenses or different types of assets, and the nature of your investment could change without your consent or the approval of any shareholder.

Our Trustee may be removed only under limited circumstances.

Pursuant to our Declaration of Trust, our Trustee may be removed only for cause, as defined in our Declaration of Trust, and only by the affirmative vote of two-thirds of the votes entitled to be cast generally in the election of trustees.

Our rights and the rights of our shareholders to recover claims against our officers and our Trustee are limited.

Maryland law and our Declaration of Trust provide that the Trustee will have no liability when acting in its capacity as Trustee if it performs its duties in good faith. Our Declaration of Trust requires us to indemnify and advance expenses to (i) the Trustee, (ii) each equity holder, director, officer, employee or agent of the Trustee, and (iii) each officer of the Trust (collectively, the "**Covered Persons**") against any claim or liability to which any Covered Person may become subject because of his, her or its status as such, except for liability for such person's gross negligence or intentional misconduct. Our Declaration of Trust also requires us, to the maximum extent permitted by Maryland law,

to indemnify and advance expenses to each present or former holder of shares of beneficial interest against any claim or liability to which any such person may become subject because of his, her or its status as such. Finally, our Declaration of Trust limits, to the maximum extent permitted by Maryland law, the liability of Covered Persons to us and our shareholders for monetary damages. Although our Declaration of Trust does not allow us to indemnify our Trustee for any liability or loss suffered by them or hold harmless a Covered Person for any loss or liability suffered by us by reason of such person's gross negligence or intentional misconduct, we and our shareholders may have more limited rights against a Covered Person than might otherwise exist under common law, which could reduce your and our recovery against them.

Our Declaration of Trust contains a provision that expressly permits our Trustee, our officers and ExchangeRight, and their affiliates, to compete with us.

The success of the Trust is very important to and is a significant part of the Sponsor's overall business plan, the Sponsor anticipates spending sufficient time and effort on the various aspects of the Trust's business to help it perform successfully, and our Trustee has a fiduciary obligation to act on behalf of our shareholders. However, ExchangeRight and other investment vehicles managed by ExchangeRight have outside business interests and may compete with us for investments in properties, tenants, access to capital and other business opportunities. There is no assurance that any conflicts of interest created by such competition will be resolved in our favor. Our Declaration of Trust provides that none of our Trustee, any of our officers, or any other Covered Person have any duty to present or offer any business opportunity to us or to refrain from competing with us. As a result, the Trustee, our officers and other Covered Persons have no duty to refrain from engaging, directly or indirectly, in the same business activities or similar business activities or lines of business in which we or our subsidiaries engage or propose to engage or to refrain from otherwise competing with us. These individuals also may pursue acquisition opportunities that may be complementary to our business, and, as a result, those acquisition opportunities may not be available to us. These provisions may limit our ability to pursue investment opportunities that we might otherwise have had the opportunity to pursue, which could have an adverse effect on our financial condition, our results of operations, our cash flow, the market value of our common stock and our ability to meet our debt obligations and to make distributions to our shareholders.

If we are required to register as an investment company under the Investment Company Act, we could not continue our current business plan, which may significantly reduce the value of your investment.

We intend to conduct our operations and the operations of our Operating Partnership and any other subsidiaries so that no such entity meets the definition of an "investment company" under Section 3(a)(1) of the Investment Company Act. Under the Investment Company Act, in relevant part, a company is an "investment company" if:

- pursuant to Section 3(a)(1)(A), it is, or holds itself out as being, engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities; or

- pursuant to Section 3(a)(1)(C), it is engaged, or proposes to engage, in the business of investing, reinvesting, owning, holding or trading in securities and owns or proposes to acquire "investment securities" having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis (the 40% test). "Investment securities" excludes U.S. Government securities and securities of majority-owned subsidiaries that are not themselves investment companies and are not relying on the exception from the definition of investment company under Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

We intend to monitor our operations and our assets on an ongoing basis in order to ensure that neither we nor any of our subsidiaries meet the definition of "investment company" under Section 3(a)(1) of the Investment Company Act. If we were obligated to register as an investment company, we would have to comply with a variety of substantive requirements under the Investment Company Act imposing, among other things:

- limitations on capital structure;

- restrictions on specified investments;

- prohibitions on transactions with affiliates;

- compliance with reporting, record keeping, voting, proxy disclosure and other rules and regulations that would significantly change our operations; and

- potentially, compliance with daily valuation requirements.

In order for us to not meet the definition of an "investment company" and avoid regulation under the Investment Company Act, we must engage primarily in the business of buying real estate, and these investments must be made within a year after the offering ends. If we are unable to invest a significant portion of the proceeds of this offering in properties within one year of the termination of the offering, we may avoid being required to register as an investment company by temporarily investing any unused proceeds in certificates of deposit or other cash items with low returns. This would reduce the cash available for distribution to investors and possibly lower your returns.

To avoid meeting the definition of an "investment company" under Section 3(a)(1) of the Investment Company Act, we may be unable to sell assets we would otherwise want to sell and may need to sell assets we would otherwise wish to retain. Similarly, we may have to acquire additional income or loss generating assets that we might not otherwise have acquired or may have to forgo opportunities to acquire interests in companies that we would otherwise want to acquire and would be important to our investment strategy. Accordingly, our Trustee may not be able to change our investment policies as our Trustee may deem appropriate if such change would cause us to meet the definition of an "investment company." In addition, a change in the value of any of our assets could negatively affect our ability to avoid being required to register as an investment company. If we were required to register as an investment company but failed to do so, we would be prohibited from engaging in our business, and criminal and civil actions could be brought against us. In addition, our contracts would be unenforceable unless a court were to require enforcement, and a court could appoint a receiver to take control of us and liquidate our business.

Legislative or regulatory action could adversely affect the returns to our investors.

In recent years, numerous legislative, judicial and administrative changes have been made in the provisions of the federal income tax laws applicable to investments similar to an investment in our common shares. Changes are likely to continue to occur in the future, and these changes could adversely affect our shareholders' investment in our common shares. These changes include but are not limited to the reduction or elimination of the corporate income tax under the Code or revisions to the tax exemptions provided by Section 1031 under the Code. Any of these changes could have an adverse effect on an investment in our common shares or on the market price or resale potential of our common shares. Shareholders are urged to consult with their own tax advisor with respect to the impact that recent legislation may have on their investment and the status of legislative, regulatory or administrative developments and proposals and their potential effect on their investment in our shares.

Risks Related to this Offering

The cash available for distribution to shareholders may not be sufficient to pay distributions at expected levels, nor can we assure you of our ability to make, maintain or increase distributions in the future. We may pay distributions from sources other than cash flow from operations, including borrowed funds or proceeds from asset sales.

All distributions will be made at the discretion of our Trustee and will depend on our earnings, cash flows, liquidity, financial condition, capital requirements, contractual prohibitions or other limitations under our indebtedness, the annual distribution requirements under the REIT provisions of the Code, state law and such other factors as our Trustee considers relevant. With limited prior operating history, we cannot assure you that we will be able to pay our expected annual distribution or that any distribution rate will increase over time. While not anticipated, if we borrow to fund distributions, our future interest costs would increase, thereby reducing our earnings and cash available for distribution from what they otherwise would have been. In addition, while not anticipated, we may make distributions with proceeds from asset sales, which may reduce the amount of capital we have available to invest in our business and adversely affect us.

Past performance of ExchangeRight or the Identified Trust Properties may not be indicative of future performance of an investment in the Trust.

Past performance of ExchangeRight and the Identified Trust Properties is presented for informational purposes only and may not be indicative of future performance of an investment in the Trust. You should not rely on the historical record of ExchangeRight or the Identified Trust Properties' performance as indicative of our future performance of

an investment in the Trust or the returns the Trust will, or is likely to, generate going forward. An investment in us is not an investment in ExchangeRight.

We expect to issue a substantial number of OP Units in order to acquire the Identified Trust Properties, which could result in dilution of shareholders who participate in this offering.

Existing shareholders and potential investors in this offering do not have preemptive rights to any shares issued by us in the future. Our Declaration of Trust currently has authorized an unlimited number of common shares. In connection with our acquisition of the ExchangeRight DST Properties, as June 30, 2026 our Operating Partnership had 11,903,565 OP units outstanding and may issue additional OP Units or cash to the beneficial owners of the DST portfolios that currently own these properties in exchange for the interest in these properties at a future date. Should the current DST owners choose OP Units, these OP Units may become redeemable for cash or, at our option, exchangeable for an equal number of our common shares, subject to adjustment under certain circumstances. Although we do not anticipate that the issuance of these shares will be dilutive to the economic rights of our existing shareholders, a decrease in the value of the Identified Trust Properties before they are acquired could result in dilution of the value of your interest in us, and any issuance of additional common shares will dilute your voting power with respect to the Trust.

Your interest in us may be diluted if we issue additional shares or Operating Partnership interests.

Holders of the shares purchased in this offering will not have preemptive rights to any shares we issue in the future. Under our Declaration of Trust, we are authorized to issue an unlimited number of common shares at a price or prices determined by our Trustee. Our Trustee has the power to classify or reclassify any unissued shares into classes or series of common shares or preferred shares, including preferred shares that may be senior to the shares purchased in this offering, and to authorize us to issue those shares, without obtaining shareholder approval. As the general partner of our Operating Partnership, we may also, without shareholder approval, cause our Operating Partnership to issue additional OP Units or other partnership interests that have rights that are senior to those of our common shares. Investors purchasing shares in this offering likely will suffer dilution of their equity investment in us, in the event that we (1) sell additional shares in this offering or sell additional shares in the future, including in connection with an increase in the maximum aggregate amount of this offering, (2) sell securities, including OP Units, that are convertible into our common shares, (3) issue our securities or partnership interests in our Operating Partnership in a private offering of securities to institutional investors, (4) issue our securities or partnership interests in our Operating Partnership to our Trustee, officers and other employees, or (5) issue our securities or partnership interests in our Operating Partnership, including OP Units, to sellers of properties we acquire. Because the OP Units may, in the discretion of our Trustee, be exchanged for our shares, any merger, exchange or conversion between our Operating Partnership and another entity ultimately could result in the issuance of a substantial number of our shares of beneficial interest, thereby diluting the percentage ownership interest of other shareholders. If we sell additional common shares for a price less than the then-current NAV per share, the issuance of such shares would result in dilution of the value of your interest in us. Because of these and other reasons described in this “Risk Factors” section, you should not expect to be able to own a significant percentage of our shares.

General Solicitation.

This offering is being conducted in reliance on the exemption from registration provided in Rule 506(c) of Regulation D promulgated under the Securities Act and is not being conducted pursuant to Rule 506(b) of Regulation D. As a result, general advertising or general solicitation is permitted in connection with the sale of the shares. As such, a failure to comply with the Rule 506(c) requirements could result in the loss of the private offering exemptions under federal and state securities laws. If we should fail to comply with the requirements of such exemption, investors may have the right, if they desire, to rescind their purchase of our shares and if a number of investors were to be successful in seeking rescission, we would face severe financial demands that would have a direct adverse effect on the Trust and an indirect adverse effect on other investors.

If we fail to comply with the requirements of the private offering exemptions under federal and state securities laws, investors may have rights to seek a return of their investments.

The shares are being offered, and will be sold, in reliance upon a private offering exemption from registration provided in the Securities Act and state securities laws applicable to offers and sales to investors meeting certain suitability requirements discussed herein. If we should fail to comply with the requirements of such exemption, investors may have the right, if they desire, to rescind their purchase of our shares. It is possible that one or more investors seeking

rescission would succeed. This might also occur under applicable state securities or "Blue Sky" laws and regulations in states where our common shares will be offered without registration or qualification pursuant to a private offering or other exemption. If a number of investors were to be successful in seeking rescission, we would face severe financial demands that would have a direct adverse effect on the Trust and an indirect adverse effect on other investors.

Risks Related to Our Tax Status and Other Tax-Related Matters

Our Sponsor has no prior experience operating a REIT and therefore may have difficulty in successfully complying with regulatory requirements.

Prior to this offering, neither our Sponsor nor its Key Principals had experience operating a REIT. As a result, we cannot assure you that the past experience of our Sponsor and its Key Principals will be sufficient to successfully operate the Trust as a REIT, including meeting the requirements relative to maintaining our qualification as a REIT. See "*Certain U.S. Federal Income Tax Considerations—Taxation of the Trust*" for more information regarding the requirements for us to qualify as a REIT.

We would incur adverse tax consequences if we fail to qualify as a REIT.

We have elected to be taxed as a REIT. Our qualification as a REIT requires us to satisfy numerous requirements, some on an annual and quarterly basis, established under highly technical and complex Code provisions for which there are only limited judicial or administrative interpretations, and which involve the determination of various factual matters and circumstances not entirely within our control. We expect that our current organization and methods of operation will enable us to continue to qualify as a REIT, but we may not so qualify or we may not be able to remain so qualified in the future. In addition, U.S. federal income tax laws governing REITs and other corporations and the administrative interpretations of those laws may be amended at any time, potentially with retroactive effect. Future legislation, new regulations, administrative interpretations or court decisions could adversely affect our ability to qualify as a REIT or adversely affect our shareholders.

If we fail to qualify as a REIT in any taxable year, we would be subject to federal (and potentially state and local) income tax on our taxable income at regular corporate rates, and would not be allowed to deduct dividends paid to our shareholders in computing our taxable income. Also, we generally could not re-elect REIT status until the fifth calendar year after the year in which we first fail to qualify as a REIT. The additional tax liability from the failure to qualify as a REIT could be substantial and would reduce or eliminate the amount of cash available for distribution to our shareholders. This would likely have a significant adverse effect on the value of our securities, and consequently, on our ability to raise additional capital.

Complying with REIT requirements may cause us to liquidate or forgo otherwise attractive investment opportunities.

To qualify as a REIT, we generally are required to distribute to our members at least 90% of our taxable income, excluding net capital gains, each year. A REIT is subject to tax at regular corporate rates to the extent that it distributes at least 90% but less than 100% of our taxable income (including net capital gains) each year. In addition, we will be subject to a 4% nondeductible excise tax on the amount, if any, by which certain distributions (or deemed distributions) and the amounts of income retained on which we have paid corporate tax with respect to any calendar year are less than the sum of (i) 85% of our ordinary income for that year, (ii) 95% of our capital gain net income for that year and (iii) 100% of our undistributed taxable income from prior years.

We intend to make distributions to our beneficial owners to comply with the distribution requirements of the Code as well as to reduce our exposure to federal income taxes and the nondeductible excise tax. Differences in timing between the recognition of taxable income and the actual receipt of cash may require us to borrow funds, issue additional shares or sell assets on a short-term basis to meet the 90% distribution requirement and to avoid the 4% nondeductible excise tax. In addition, the requirement to distribute a substantial portion of taxable income could cause us to (i) sell one or more properties in adverse market conditions, (ii) distribute amounts that represent a return of capital or (iii) distribute amounts that would otherwise be spent on future acquisitions, unanticipated capital expenditures or repayment of debt.

To qualify as a REIT, we also must ensure that, at the end of each calendar quarter, at least 75% of the value of our assets consists of cash, cash items, government securities and "real estate assets" (as defined in the Code), including

certain mortgage loans and securities. The remainder of our investments (other than government securities, qualified real estate assets and securities issued by a taxable REIT subsidiary (a "**TRS**")) generally cannot include more than 10% of the outstanding voting securities of any one issuer or more than 10% of the total value of the outstanding securities of any one issuer. In addition, in general, no more than 5% of the value of our total assets (other than government securities, qualified real estate assets and securities issued by a TRS) can consist of the securities of any one issuer, and no more than 25% of the value of our total assets can be represented by securities of one or more TRSs. See "Certain U.S. Federal Income Tax Considerations." If we fail to comply with these requirements at the end of any calendar quarter, we must correct the failure within 30 days after the end of the calendar quarter or qualify for certain statutory relief provisions to avoid losing our REIT qualification and suffering adverse tax consequences. As a result, we may be required to liquidate or forgo otherwise attractive investment opportunities. For example, if we hold an investment that jeopardizes our REIT qualification, we may be forced to liquidate such investment at an unfavorable time or at below market prices in order to retain our REIT qualification. These actions could have the effect of reducing our income and amounts available for distribution to our shareholders. These restrictions also could adversely affect our ability to optimize our portfolio of assets.

In addition to the asset tests set forth above, to qualify as a REIT we must continually satisfy tests concerning, among other things, the sources of our income and the ownership of our shares. We may be unable to pursue investment opportunities that would be otherwise advantageous to us in order to satisfy the source-of-income or asset-diversification requirements for qualifying as a REIT. Thus, compliance with the REIT requirements may hinder our ability to make certain attractive investments.

Re-characterization of sale-leaseback transactions may cause us to lose our REIT status.

We may purchase real properties and lease them back to the sellers of such real properties. The IRS could challenge our characterization of certain leases in any such sale-leaseback transactions as "true leases," which allows us to be treated as the owner of the property for federal income tax purposes. In the event that any sale-leaseback transaction is challenged and re-characterized as a financing transaction or loan for federal income tax purposes, deductions for depreciation and cost recovery relating to such property would be disallowed. If a sale-leaseback transaction were so re-characterized, we might fail to satisfy the REIT qualification "asset tests" or the "income tests" and, consequently, lose our REIT status effective with the year of re-characterization. Alternatively, the amount of our REIT taxable income could be recalculated, which might also cause us to fail to meet the distribution requirement for a taxable year.

Dividends paid by REITs generally do not qualify for reduced tax rates, and the availability of tax deductions in connection with the receipt of certain REIT dividends will automatically expire unless extended by Congress.

In general, the maximum U.S. federal income tax rate for dividends that constitute "qualified dividend income" paid to individuals, trusts and estates is 20%. Unlike dividends received from a corporation that is not a REIT, our distributions generally are not eligible for the reduced rates. Although these rules do not adversely affect the taxation of REITs or dividends payable by REITs, investors who are individuals, trusts and estates may perceive investments in our shares to be relatively less attractive than investments in the shares of non-REIT corporations that pay dividends, which could materially and adversely affect the value of the shares of REITs, including the per share NAV of our common shares.

Moreover, shareholders of a REIT that are individuals, trusts and estates that receive distributions characterized as ordinary dividends for U.S. federal income tax purposes are eligible to claim a tax deduction equal to 20% of the ordinary dividends distributed to them each taxable year.

Complying with REIT requirements may limit our ability to hedge effectively and may cause us to incur tax liabilities.

The REIT provisions of the Code substantially limit our ability to hedge our assets and liabilities. Any income from a hedging transaction that we enter into to manage the risk of interest rate changes with respect to borrowings made or to be made to acquire or carry real estate assets, or from certain terminations of such hedging positions, does not constitute "gross income" for purposes of the 75% or 95% gross income tests that apply to REITs, provided that certain identification requirements are met. To the extent that we enter into other types of hedging transactions or fail to properly identify such transaction as a hedge, the income is likely to be treated as non-qualifying income for purposes of both of the gross income tests. See "*Certain U.S. Federal Income Tax Considerations.*" As a result of these rules, we may be required to limit our use of advantageous hedging techniques or implement those hedges

through a TRS. This could increase the cost of our hedging activities because our TRS may be subject to tax on gains or expose us to greater risks associated with changes in interest rates than we would otherwise want to bear. In addition, losses in our TRS will generally not provide any tax benefit, except that such losses could theoretically be carried back or forward against past or future taxable income in the TRS.

Certain property transfers may generate prohibited transaction income, resulting in a penalty tax on gain attributable to the transaction.

From time to time, we may transfer or otherwise dispose of some of our properties. Under the Code, any gain resulting from transfers of properties that we hold as inventory or primarily for sale to customers in the ordinary course of business would be treated as income from a prohibited transaction and subject to a 100% penalty tax. Since we acquire properties for investment purposes, we do not believe that our occasional transfers or disposals of property are prohibited transactions. However, whether property is held for investment purposes is a question of fact that depends on all the facts and circumstances surrounding the particular transaction. The IRS may contend that certain transfers or disposals of properties by us are prohibited transactions. If the IRS were to argue successfully that a transfer or disposition of property constituted a prohibited transaction, then we would be required to pay a 100% penalty tax on any gain allocable to us from the prohibited transaction and we may jeopardize our ability to retain future gains on real property sales.

We could face possible state and local tax audits and adverse changes in state and local tax laws.

As discussed in the risk factors above, because we are organized and qualify as a REIT, we are generally not subject to federal income taxes, but we are subject to certain state and local taxes. From time to time, changes in state and local tax laws or regulations are enacted, which may result in an increase in our tax liability. A shortfall in tax revenues for states and municipalities in which we own properties may lead to an increase in the frequency and size of such changes. If such changes occur, we may be required to pay additional state and local taxes. These increased tax costs could adversely affect our financial condition and the amount of cash available for the payment of distributions to our shareholders. In the normal course of business, entities through which we own real estate may also become subject to tax audits. If such entities become subject to state or local tax audits, the ultimate result of such audits could have an adverse effect on our financial condition.

Non-U.S. shareholders may be subject to U.S. federal income tax upon their receipt of certain distributions from us or upon their disposition of our shares.

In addition to any potential withholding tax on ordinary dividends, a non-U.S. person, other than certain "qualified shareholders" or a "qualified foreign pension fund," that disposes of a "U.S. real property interest" ("**USRPI**") (which includes shares of stock of a U.S. corporation whose assets consist principally of USRPIs), or that receives a distribution from a REIT that is attributable to gains from such a disposition, is generally subject to U.S. federal income tax under the Foreign Investment in Real Property Tax Act of 1980, as amended ("**FIRPTA**"), on the amount received from (or, in the case of a distribution, to the extent attributable to gains from) such disposition. Such tax does not apply, however, to the disposition of stock in a REIT that is "domestically controlled." Generally, a REIT is domestically controlled if less than 50% of its stock, by value, has been owned directly or indirectly by non-U.S. persons during a continuous five-year period ending on the date of disposition or, if shorter, during the entire period of the REIT's existence. While we intend to primarily target the sale of our shares to U.S. persons, we cannot control the composition of our ultimate shareholders, and therefore cannot assure you that we will qualify as a domestically-controlled REIT. If we were to fail to so qualify, amounts received by a non-U.S. shareholder on certain dispositions of our shares would be subject to tax under FIRPTA, unless (a) our shares are regularly traded on an established securities market and (b) the non-U.S. shareholder did not, at any time during a specified testing period, hold more than 10% of our stock. For additional information, see the discussion related to non-U.S. shareholders under "*Certain* U.S. Federal Income Tax Considerations."

Legislative or other actions affecting REITs could materially and adversely affect us and our investors as well as the Operating Partnership.

The rules dealing with federal income taxation are constantly under review by persons involved in the legislative process and by the IRS and the U.S. Department of the Treasury. Changes to the tax laws, with or without retroactive application, could materially and adversely affect us (including our qualification as a REIT) and our investors as well as the Operating Partnership.

If our Operating Partnership fails to maintain its status as a partnership, its income may be subject to taxation, which would reduce the cash available to us for distribution to you.

We intend to maintain the status of our Operating Partnership as a partnership for federal income tax purposes. However, if the IRS were to successfully challenge the status of our Operating Partnership as an entity taxable as a partnership, our Operating Partnership would be taxable as a corporation and would be subject to federal, state and local income taxes on its income (currently a 21% federal rate), thereby reducing the amount of distributions that our Operating Partnership could make to us. If our interest in the Operating Partnership were no longer treated as a good REIT asset, or if the income we derive from our Operating Partnership does not qualify as good REIT income, we could lose our REIT status, and become subject to a corporate level tax on our income. This would substantially reduce the cash available to us to make distributions to you and the return on your investment. In addition, if any of the partnerships or limited liability companies through which our Operating Partnership owns its properties, in whole or in part, loses its characterization as a partnership for federal income tax purposes, it would be subject to taxation as a corporation, thereby reducing distributions to our Operating Partnership. Such a recharacterization of an underlying property-owning entity also could threaten our ability to maintain REIT status.

Our ability, and the Operating Partnership's ability, to deduct interest expense may be limited.

The Tax Cuts and Jobs Act of 2017 (the "**TCJA**"), as revised by the Coronavirus Aid, Relief, and Economic Security Act of 2020 (the "**CARES Act**") and the One Big Beautiful Bill Act of 2025 (the "**OBBBA**"), also provides a new limitation on the deduction of business interest (i.e., interest paid or accrued on indebtedness allocable to a trade or business) for U.S. federal income tax purposes. In general, and subject to certain exceptions, including for a real estate trade or business if an election is made, business interest expense (i.e., business interest in excess of a taxpayer's business interest income for the taxable year) is not deductible to the extent such interest exceeds 30% of a taxpayer's adjusted taxable income (as defined in Section 163(j) of the Code, as revised by the TCJA, the CARES Act, and the OBBBA). With respect to entities taxed as partnerships (including the Operating Partnership), the deduction for business interest is determined at the level of the entity incurring the expense and the amount deductible by a beneficial owner of such entity is generally calculated based on the entity's adjusted taxable income. Business interest not allowed as a deduction by an entity taxed as a partnership is allocated to each entity owner and may be deducted in any future year against excess taxable income attributed by the entity to the entity owner for such future year. Note that the limitation on the deductibility of business interest does not apply to investment interest.

Adjusted taxable income means the taxable income of the taxpayer computed without regard to (i) any item of income, gain, deduction, or loss which is not properly allocable to a trade or business; (ii) any business interest deductions or business interest income; (iii) the amount of any net operating loss deduction; and (iv) any deduction for depreciation and amortization. As mentioned above, for debt of a partnership, such as the Operating Partnership, the limitation is applied at the partnership level. Similarly, for a REIT, the limitation applies at the REIT level. Any net business interest expense of a taxpayer in excess of the limitation is not currently deductible by the taxpayer, and is carried forward to future years.

If we are subject to this interest expense limitation, our REIT taxable income for a taxable year may be increased. Taxpayers that conduct certain real estate businesses may elect not to have this interest expense limitation apply to them, provided that they use an alternative depreciation system to depreciate certain property. We believe that we will be eligible to make this election. If we make this election, although we would not be subject to the interest expense limitation described above, our depreciation deductions may be reduced and, as a result, our REIT taxable income for a taxable year may be increased.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Memorandum contains forward-looking statements. Such statements include, in particular, statements about our plans, strategies and prospects. These forward-looking statements are not historical facts but are the intent, belief or current expectations of our business and industry. You can generally identify forward-looking statements by our use of forward-looking terminology, such as "may," "anticipate," "expect," "intend," "plan," "believe," "seek," "estimate," "would," "could," "should," "target" and variations of these words and similar expressions.

You should not rely on our forward-looking statements because the matters they describe are subject to known and unknown risks, uncertainties and other unpredictable factors, many of which are beyond our control. Our actual results, performance and achievements may be materially different from that expressed or implied by these forward-looking statements.

Factors that could cause actual results, performance or achievements to differ materially from current expectations include, but are not limited to:

- risks inherent in the real estate business, including tenant defaults, illiquidity of real estate investments, potential liability relating to environmental matters and potential damages from natural disasters;
- general business and economic conditions;
- the accuracy of our assessment that certain businesses are e-commerce resistant and recession-resilient;
- the accuracy of the tools we use to determine the creditworthiness of our tenants;
- concentration of our business within certain tenant categories;
- ability to renew leases, lease vacant space or re-lease space as existing leases expire;
- our ability to successfully execute our acquisition strategies;
- the degree and nature of our competition;
- inflation and interest rate fluctuations;
- failure, weakness, interruption or breach in security of our information systems;
- our failure to generate sufficient cash flows to service our outstanding indebtedness;
- continued volatility and uncertainty in the credit markets and broader financial markets;
- our ability to maintain our qualification as a real estate investment trust ("REIT") for federal income tax purposes;
- our limited operating history as a REIT, which may adversely affect our ability to make distributions to our shareholders;
- changes in, or the failure or inability to comply with, applicable laws or regulations; and
- future sales or issuances of our common shares or other securities convertible into our common shares, or the perception thereof, could cause the value of our common shares to decline and could result in dilution.

The foregoing list is only a summary of the principal risks that may materially adversely affect our business, financial condition, results of operations and cash flows.

You should carefully review the "*Risk Factors*" section of this Memorandum for a discussion of the risks and uncertainties that we believe are material to our business, operating results, prospects and financial condition. Except as otherwise required by federal securities laws, we do not undertake to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

MANAGEMENT

General

Our business and affairs are managed under the direction of our Trustee. Our Key Principals, officers and other employees manage our day-to-day affairs and the acquisition and disposition of our investments, subject to our Trustee's supervision.

Our Declaration of Trust and bylaws have been adopted by our Trustee. Our Declaration of Trust and bylaws provide that the number of our Trustees will be one, which is currently ExchangeRight Income Fund Trustee, LLC, a Delaware limited liability company. Our Trustee was formed on January 9, 2019 and is wholly-owned by ExchangeRight.

The Trustee may be removed by our shareholders only for Cause (as defined below) by the shareholders upon the affirmative vote of not less than two-thirds of the shares of beneficial interest then outstanding at a meeting properly called for the purpose of the proposed removal. "**Cause**" is defined as: (i) fraud or embezzlement with respect to the Trust or its affiliates; (ii) willful misconduct as determined by a court.

If at any time there are no trustees in office, a successor trustee will be elected by the shareholders.

The success of the Trust is very important to and is a significant part of the Sponsor's overall business plan and the Sponsor anticipates spending sufficient time and effort on the various aspects of the Trust's business to help it perform successfully. Our Trustee has a fiduciary obligation to act on behalf of our shareholders. Under Maryland law and our Declaration of Trust, our Trustee must act in good faith, in a manner it reasonably believes to be in our best interests and with the care that an ordinarily prudent person in a like position would use under different circumstances. However, our Trustee is not required to devote all of its time to our business and is required to devote the time to our affairs as its duties require. Although our Sponsor intend to provide us with the opportunity to participate in acquisitions, or an aggregated sale/merger, perpetual REIT, listing on national or international exchange, an initial public offering, or other options that our Sponsor pursues for its net-leased assets under management or future acquisition pipeline, our Sponsor is under no obligation to us to pursue such a strategy or to offer to us the opportunity to participate in such acquisitions or a transaction involving its other assets under management. Additionally, our Trustee, our officers (who are also our Key Principals), ExchangeRight and its affiliates and other officers, employees and agents of ExchangeRight will not have any duty, fiduciary or otherwise, or obligation to present or offer any business opportunity to the Trust or to refrain from acquiring net-leased properties or seeking to execute an aggregation strategy as a part of its other businesses unrelated to the Trust, or other activities that could compete with the Trust.

The Trustee will rely heavily on our officers and on information provided by our officers. Each of our officers also provides services to ExchangeRight and its affiliates. ExchangeRight and our Key Principals own and manage in excess of $7.5 billion dollars in assets under management and are actively engaged in acquiring, syndicating, managing, and selling stabilized commercial real estate on a nationwide basis on behalf of their own accounts and for real estate investors across the country. ExchangeRight is vertically integrated to perform all real estate functions including underwriting and acquisition, financing and structuring, leasing and tenant retention, marketing and dispositions, asset and property management, analysis and legal, institutional-quality investor reporting, and monthly investor distributions. In addition to ExchangeRight, our Key Principals own and operate Telos Capital, a sister company to ExchangeRight that is focused on the acquisition, development, redevelopment, repositioning, management and dispositions of value-added commercial real estate. Warren Thomas and Joshua Ungerecht also own a majority interest in and operate ExchangeRight Securities, LLC and Lighthouse Capital Group, LLC, each a FINRA member broker-dealer, and JRW Realty, Inc., a licensed real estate brokerage company. Each of our Key Principals provides services to ExchangeRight and its affiliates that preclude them from devoting substantially all of their time to the Trust, and that may present certain potential conflicts of interest or duties associated with their roles at the Trust and the affiliated entities.

Neither our Trustee nor our officers receive compensation for their services to the Trust, however, our Trustee and our officers are entitled to reimbursement of expenses incurred in connection with services on behalf of the Trust.

Our Trustee intends to adopt written policies on investments and borrowing, the general terms of which are set forth in this Memorandum. The Trustee may monitor our administrative procedures, investment operations and performance to ensure that the policies are fulfilled and are in the best interests of our shareholders.

In addition, our Trustee is responsible for reviewing our expenses on at least an annual basis and with sufficient frequency to determine that the expenses incurred are in the best interests of the shareholders. In addition, the Trustee must approve all transactions with our affiliates.

Organizational Chart

The Trustee, the Property Manager and the Asset Manager are affiliates all of which are wholly-owned by ExchangeRight. See also "*Conflicts of Interest*."

The Trustee's Management Team

The following persons comprise the key management of the Trustee's management team, and hold the positions indicated below.

Name	Position	Entity
David Fisher	**Manager and Executive Managing Principal**	**ExchangeRight**
Joshua Ungerecht	**Manager**	**ExchangeRight**
Warren Thomas	**Manager**	**ExchangeRight**
David Van Steenis	**President and Chief Financial Officer**	**ExchangeRight**
Susana Dryden	**Chief Compliance Officer and Chief People Officer**	**ExchangeRight**
Kevin Steines	**Chief Accounting Officer**	**ExchangeRight**
Timothy Williams	**Director of Asset Management and Senior Controller**	**ExchangeRight**

David Fisher – Manager and Executive Managing Principal – *David Fisher* is a Founder and Manager of ExchangeRight Real Estate, LLC, a position he has held since 2012, and in that capacity serves as a director of the Company. David began his career with KPMG in the Tax department from 1993 to 1996, and then worked in tax, treasury, and acquisitions for Wells Fargo for over nine years from 1996 to 2005. He was North American Head of Asset and Structured Finance for HSBC's Investment Banking division from 2005 to 2012. David and his banking teams executed international financings totaling in excess of $8 billion. He graduated from the University of Northern Iowa in 1993, Magna Cum Laude in Accounting, and earned national honors with the Elijah Watt Sells Award on the May 1993 CPA exam. David is primarily responsible for the acquisition, asset management, and financing aspects of the businesses.

Joshua Ungerecht – Manager – *Joshua Ungerecht* is a Founder and Manager of ExchangeRight Real Estate, LLC, a position he has held since 2012, and in that capacity serves as a director of the Company. Together with Warren Thomas, Joshua has overseen the stewardship of over $1.75 billion of client equity in commercial real estate investments since 2006. Joshua graduated from The Master's College, Summa Cum Laude with a B.A. in Theology, Apologetics, and Missions, and is currently on leave from Talbot Graduate School, where he was pursuing an M.A. in Philosophy of Religion and Ethics. He also maintains Series 7, 22, 24, 63, 65, 66, and 79 Securities Licenses and an active California real estate broker license.

Warren Thomas, CPA – Manager – *Warren Thomas, CPA,* is a Founder and Manager of ExchangeRight Real Estate, LLC, a position he has held since 2012, and in that capacity serves as a director of the Company. Warren has over 40 years of experience as a Certified Public Accountant and has been an active commercial real estate investor

for the past 30 years. Prior to focusing on the securitized 1031 exchange market in 2003, he developed an extensive tax practice including estate planning, financial planning, and real estate advisory services. He graduated in 1978 from Biola University with a B.S. in Business Administration, specializing in Accounting. He also earned a master's degree in Taxation from Golden Gate University in 1993. He maintains Series 6, 7, 22, 24, 39, 63, 66 and 79 Securities Licenses.

David Van Steenis, CFA, CPA – President and Chief Financial Officer – *David Van Steenis, CFA, CPA*, currently serves as President and Chief Financial Officer for ExchangeRight. David has held the position of Chief Financial Officer since 2015, and in that capacity also serves as the President and Chief Financial Officer of the Company. David also serves as the Chief Financial Officer of Telos Capital, LLC, a position he has held since 2015. David is focused on acquisitions including the analysis, legal, closing, and syndication functions of the business as well as certain aspects of asset management and financial reporting for ExchangeRight and its affiliates. David began his career with KPMG in the financial services audit practice from 2007 to 2011, where he served both private and public banking and investment management clients. Most recently, David was with Kaufman Jacobs Real Estate Investments from 2011 to 2015 where he was involved in the investment acquisition, capital markets, and financial reporting aspects of their real estate private equity business. Mr. Van Steenis graduated from Trinity Christian College with highest honors with a B.S. in Accounting and a Finance concentration. David is a Certified Public Accountant and a CFA Charterholder.

Susana Dryden – Chief Compliance Officer and Chief People Officer – *Susana Dryden* currently serves as the Chief People Officer and Chief Compliance Officer for ExchangeRight. Susana has been with ExchangeRight since 2016, and also serves as the Chief People Officer of the Company. Susana is focused on the development, training and expansion of the firm's departments. Susana also serves as a Registered Principal and the Chief Compliance Officer for ERS, that oversees certain wholesale activities of ExchangeRight. Susana began her career in the industry in 2007 with JRW Investments, Inc., where she held the position of Director of Operations. In 2014, Susana was primarily responsible for forming the broker-dealer firm LCG which now oversees JRW Investments. She serves as a Registered Principal and CCO of these firms as well. Susana has been critical to the growth and development of ExchangeRight and its affiliate firms, and assists the various companies with their compliance and regulatory functions under FINRA and SEC rules.

Kevin Steines, CPA – Chief Accounting Officer – *Kevin Steines, CPA*, currently serves as Chief Accounting Officer for ExchangeRight, a position he has held since December 2020 and in that capacity serves as the Chief Accounting Officer of the Company. Kevin also serves as the Chief Accounting Officer of Telos Capital, LLC, a position he has held since December 2020. Prior to becoming Chief Accounting Officer of each company, Kevin served as the Controller of each company for over five years. Kevin is focused on the financial reporting functions of ExchangeRight and its affiliates. Prior to joining ExchangeRight, Kevin enjoyed a successful career in public accounting. He started his career at Gabelmann & Associates in their audit practice from 2006 to 2008. Kevin then spent seven years with Honkamp Krueger & Co, P.C. from 2008 to 2015, a regional CPA firm based out of Dubuque, IA. Kevin oversaw the day to day operations of the accounting and tax practice for one of Honkamp Krueger's satellite offices. His focus was on corporate and individual tax planning and preparation, financial statement preparation, general business consulting, strategic planning, and franchise services. Kevin graduated in 2006 from Ashford University with a B.S. in Business Administration and Accounting with a Finance concentration, where he was awarded Outstanding Accounting Student for his class. Kevin is a Certified Public Accountant.

Timothy Williams, CPA (inactive) — Director of Asset Management and Senior Controller — *Timothy Williams, CPA (inactive)*, currently serves as the Director of Asset Management and Senior Controller at ExchangeRight. He joined the company in 2021 as Senior Controller and expanded his role to oversee asset management in 2023. Timothy is focused on leading his team to proactively manage ExchangeRight's assets by overseeing tenant relations, strategic leasing initiatives, and stewardship of the physical properties. Timothy began his career at PricewaterhouseCoopers in the private company services audit practice, where he served family-owned and private equity-backed organizations in the Minneapolis, MN area. He later spent six years at McCoy Group, where he led the accounting function for the transportation division and contributed to strategic acquisitions and divestitures. Timothy holds both B.A. and Master degrees in Accounting from the University of Northern Iowa, graduating in 2013. He also earned national recognition with the prestigious Elijah Watt Sells Award for outstanding performance on the May 2013 CPA exam.

Other Key Personnel. The Manager has the exclusive authority to manage and control all aspects of the business of the Trust. In the course of its management, the Manager may, in its absolute discretion, employ such persons, including affiliates of the Manager, as it deems necessary for the efficient operation of the Trust.

Family Relationships

There are no family relationships among any of our Trustee or executive officers.

Prior Performance of ExchangeRight and its Affiliates

The Trust, the Property Manager and the Asset Manager are all newly-formed entities with limited operating history and the Trustee is a recently-formed entity with limited operating history. The Key Principals have been collectively engaged in the real estate business for over 70 years and during that time have consummated a significant amount of real estate transactions. The principal business of the sole member of the Trustee, ExchangeRight, is the acquisition and management of investment property. ExchangeRight is a private real estate investment firm focused on the acquisition and investment management of single-tenant, net-leased necessity-based retail and healthcare assets and value-add multifamily properties nationwide. The Key Principals directly oversee all investment functions, including acquisition due diligence, financing, asset management and dispositions. ExchangeRight and affiliates previously acquired over $7.5 billion of primarily ExchangeRight DST Properties, including over 1,400 properties primarily composed of single-tenant properties net-leased to essential, Investment-Grade tenants operating in the necessity-based retail and healthcare industries. The portfolio features primarily Investment-Grade tenants and approximately 94% of the portfolio's NOI is derived from tenants that are essential as of June 30, 2026. The portfolio totals over 30 million square feet and is diversified across 98 national tenants, 19 recession-resilient industry segments, 917 distinct markets, and 47 different states. The portfolio also benefits from significant lease and debt laddering that avoids significant concentrations of rollover in any one year. In addition, the Sponsor is currently operating three preferred equity funds and two companies that make short-term debt investments into investment properties. All completed ExchangeRight offerings met or exceeded original return projections and all active ExchangeRight offerings are meeting or exceeding expectations as of June 30, 2026. Past performance is no guarantee of future results.

Completed Prior Programs

Offering	Description	Program Offering Date	Targeted Annualized Return	Program Close Date	Actual Annualized Return	Investment Multiple
Net-Leased Preferred Equity Fund 1	**Shorter-term fund to acquire and sell net-leased assets for the Sponsor.**	**4/30/2012**	**12%-20%**	**12/31/2016**	**12.93%**	**1.28X**
Net-Leased Preferred Equity Fund 2	**Shorter-term fund to acquire and sell net-leased assets for the Sponsor.**	**12/5/2014**	**8%-12%**	**7/25/2018**	**10.11%**	**1.24X**
Net-Leased Preferred Equity Fund 3	**Shorter-term fund to acquire and sell net-leased assets for the Sponsor.**	**7/27/2016**	**8.25%-9.75%**	**6/30/2023**	**8.37%**	**1.30X**
Acquisition Notes	**Company that issued short term debt capital to the Sponsor to acquire and sell net-leased assets.**	**6/1/2012**	**12%-14%**	**10/16/2017**	**12.00%**	**1.39X**
Acquisitions Notes 2	**Company that issued short term debt capital to the**	**2/9/2015**	**10.00%**	**8/14/2020**	**10.00%**	**1.31X**

	Sponsor to acquire and sell net-leased assets.					
Acquisition Notes 3	**Company that issued short term debt capital to the Sponsor to acquire and sell assets.**	**7/1/2017**	**8.25%-10%**	**8/14/2020**	**10.00%**	**1.18X**
Multifamily 1 – Van Mark Creek Apartments	**One apartment community consisting of 144 units.**	**4/27/2015**	**7.16%**	**4/5/2019**	**7.27% - 8.84%**	**1.29X – 1.35X**
Multifamily 2 – Mira Bella and San Martin Apartments	**Two apartment communities consisting of 378 units.**	**7/31/2015**	**6.68%**	**11/13/2019**	**6.82% - 8.27%**	**1.29X – 1.33X**
Multifamily 3 – Lakeside at Arbor Place Apartments	**One apartment community consisting of 246 units.**	**7/1/2016**	**6.54%**	**9/12/2019**	**11.08% - 14.51%**	**1.35X – 1.46X**
Multifamily 4 – North Austin Apartment Portfolio	**Three apartment communities consisting of 442 units.**	**10/27/2016**	**6.52%**	**1/28/2021**	**6.80% - 9.71%**	**1.29X – 1.37X**
Multifamily 5 – Crystal Lake Florida Apartments	**One apartment community consisting of 224 units.**	**1/25/2017**	**6.44%**	**8/23/2019**	**8.51% - 12.55%**	**1.22X – 1.29X**
Multifamily 6 – El Paso Apartment Portfolio	**Two apartment communities consisting of 393 units in El Paso, Texas.**	**1/30/2018**	**5.96%**	**11/17/2021**	**14.52% - 17.91%**	**1.55X – 1.68X**
Net-Leased Portfolio 1	**Portfolio of two long-term net-leased properties leased to Family Dollar. One of the two properties sold in January 2015 and the other sold in August 2019.**	**4/5/2012**	**7.25%**	**8/29/2019**	**9.40% – 10.58%**	**1.46X – 1.51X**
Net-Leased Portfolio 2	**Portfolio of seven long-term net-leased properties leased to Family Dollar (6) and Dollar General (1).**	**9/1/2012**	**7.33%**	**9/26/2019**	**9.22% – 12.12%**	**1.65X – 1.79X**
Net-Leased Portfolio 3	**Portfolio of nine long-term net-leased properties leased to Family Dollar (8) and Dollar General (1).**	**2/8/2013**	**7.37%**	**9/29/2020**	**9.10% – 11.50%**	**1.69X – 1.88X**

Net-Leased Portfolio 4	**Portfolio of 11 long-term net-leased properties leased to Family Dollar (8), Dollar General (1), Aaron's (1) and Advance Auto Parts (1).**	**9/23/2013**	**7.70%**	**3/30/2021**	**7.73% - 9.98%**	**1.58X – 1.74X**
Net-Leased Portfolio 5	**Portfolio of 14 long-term net-leased properties leased to Family Dollar (5), Dollar General (4), Advance Auto Parts (2), AutoZone (1), Sherwin-Williams (1) and The Christ Hospital (1).**	**2/4/2014**	**7.24%**	**12/9/2021**	**7.34% - 9.43%**	**1.57X – 1.72X**
Net-Leased Portfolio 6	**Portfolio of 16 long-term net-leased properties leased to Family Dollar (3), Dollar General (8), Advance Auto Parts (1), AutoZone (1), CVS (1), Dollar Tree (1) and Tractor Supply (1).**	**5/9/2014**	**7.65%**	**4/1/2022**	**7.67% - 8.91%**	**1.60X – 1.68X**
Net-Leased Portfolio 7	**Portfolio of 16 long-term net-leased properties leased to Family Dollar (4), Dollar General (8), Advance Auto Parts (1), CVS (1), Napa Auto Parts (1), and O'Reilly Auto Parts (1).**	**9/24/2014**	**7.79%**	**2/9/2022**	**7.81% - 10.57%**	**1.57X – 1.76X**
Net-Leased Portfolio 8	**Portfolio of 13 long-term net-leased properties leased to Advance Auto Parts (3), AutoZone (2), CVS (1), Dollar General (2), Family Dollar (1), Franciscan Alliance (1), Ross Stores (1) and Tractor Supply (2).**	**2/2/2015**	**7.35%**	**10/15/2019**	**7.69% - 11.23%**	**1.36X – 1.51X**
Net-Leased Portfolio 9	**Portfolio of 22 long-term net-leased properties leased to Advance Auto Parts (4), AutoZone (4), CVS (1), Dollar General (9), Hobby Lobby (1), Napa Auto Parts (2) and TCF National Bank (1).**	**4/21/2015**	**7.24%**	**9/7/2022**	**7.25% - 8.27%**	**1.53X – 1.59X**
Net-Leased Portfolio 10	**Portfolio of 22 long-term net-leased properties leased to Advance Auto Parts (3), AutoZone (1),**	**9/3/2015**	**7.14%**	**10/27/2022**	**7.26% - 8.24%**	**1.52X – 1.58X**

	CVS (1), Dollar General (5), Dollar Tree (1), Family Dollar (4), Napa Auto Parts (2), O'Reilly Auto Parts (2), PNC Bank (1) and Tractor Supply (2).					
Net-Leased Portfolio 11	**Portfolio of 17 long-term net-leased properties leased to Advance Auto Parts (3), CVS (1), Dollar General (5), Family Dollar (2), Hobby Lobby (1), Napa Auto Parts (3), Sherwin-Williams (1) and Walgreens (1).**	**12/4/2015**	**6.78%**	**8/31/2022**	**6.81% - 7.63%**	**1.46X – 1.51X**
Net-Leased Portfolio 12	**Portfolio of 19 long-term net-leased properties leased to Advance Auto Parts (3), Dollar General (9), Family Dollar (1), Fresenius Medical Care (1), Kroger (1), Napa Auto Parts (2), Tractor Supply (1), and Walgreens (1).**	**4/14/2016**	**6.30%**	**12/18/2019**	**7.01% - 11.30%**	**1.25X – 1.40X**
Net-Leased Portfolio 13	**Portfolio of 20 long-term net-lease properties leased to Advance Auto Parts (1), CVS (1), Dollar General (5), Family Dollar (4), Hobby Lobby (1), Napa Auto Parts (1), Sherwin-Williams (4), Tractor Supply (1) and Walgreens (2).**	**9/1/2016**	**6.80%**	**10/29/2020**	**7.35% - 10.74%**	**1.31X – 1.43X**
Net-Leased Portfolio 14	**Portfolio of 17 long-term net-lease properties leased to Advance Auto Parts (1), Athletico Physical Therapy (1), Dollar General (6), Fresenius Medical Care (2), MedSpring (1), Napa Auto Parts (1), O'Reilly Auto Parts (1), Tractor Supply (1) and Walgreens (3).**	**12/2/2016**	**6.55%**	**3/25/2021**	**6.77% - 10.73%**	**1.29X – 1.46X**
Net-Leased Portfolio 15	**Portfolio of 16 long-term net-lease properties leased to Advance Auto Parts (2), CVS (1), Dollar General (6), Family Dollar (1), Fresenius Medical Care**	**3/2/2017**	**6.53%**	**11/1/2021**	**6.54% - 10.82%**	**1.30X- 1.47X**

	(1), Goodwill (1), Hobby Lobby (1), Indianapolis Osteopathic Hospital (1) and Walgreens (2).					
Net-Leased Portfolio 16	**Portfolio of 19 long-term net-lease properties leased to Advance Auto Parts (3), Dollar General (7), Family Dollar (1), Hobby Lobby (1), Sherwin-Williams (1), Tractor Supply (2) and Walgreens (4).**	**5/31/2017**	**6.79%**	**3/2/2022**	**7.08% - 11.25%**	**1.34X – 1.51X**
Net-Leased Portfolio 17	**Portfolio of 16 long-term net-leased properties leased to Advance Auto Parts (1), Dollar General (7), Goodwill (1), Pick 'n Save (1), Napa Auto Parts (1), Tractor Supply (2), Verizon Wireless (1) and Walgreens (2).**	**8/10/2017**	**6.91%**	**6/24/2022**	**7.04% - 10.34%**	**1.34X – 1.49X**
Net-Leased Portfolio 18	**Portfolio of 17 long-term net-leased properties leased to Advance Auto Parts (1), CVS (1), Dollar General (6), Fresenius Medical Care (1), Hobby Lobby (1), Napa Auto Parts (1), Tractor Supply (2) and Walgreens (4).**	**11/10/2017**	**6.65%**	**7/26/2022**	**6.67% - 10.00%**	**1.31X – 1.46X**
Net-Leased Portfolio 19	**Portfolio of 21 long-term net-leased properties leased to Advance Auto Parts (2), CVS (1), Dollar General (9), Fresenius Medical Care (2), Hobby Lobby (1), Napa Auto Parts (2), Verizon Wireless (1) and Walgreens (3).**	**12/21/2017**	**6.78%**	**8/24/2022**	**6.93% - 10.29%**	**1.32X – 1.48X**
Net-Leased Portfolio 21	**Portfolio of 20 long-term net-leased properties leased to Advance Auto Parts (1), Dollar General (6), Fresenius Medical Care (3), Hobby Lobby (1), Napa Auto Parts (2), O'Reilly Auto Parts (1), Tractor Supply (3) and Walgreens (3).**	**4/9/2018**	**6.44%**	**9/14/2022**	**6.68% - 8.88%**	**1.30X – 1.38X**

Net-Leased Portfolio 22	**Portfolio of 15 long-term net-leased properties leased to BioLife Plasma Services (1), CVS (1), Dollar General (4), Family Dollar (1), First Midwest Bank (1), Fresenius Medical Care (1), Pick 'n Save (1), Tractor Supply (2) and Walgreens (3).**	**6/7/2018**	**6.37%**	**8/31/2023**	**6.37% - 8.29%**	**1.33X – 1.42X**
Net-Leased Portfolio 28	**Portfolio of 23 long-term net-leased properties leased to Dollar General (6), Dollar Tree (1), Fresenius Medical Care (1), Hobby Lobby (2), O'Reilly (1), Pick 'n Save (2), Tractor Supply (2), and Walgreens (8).**	**7/10/2019**	**6.73%**	**11/19/2024**	**6.96% - 9.02%**	**1.35X – 1.48X**

*Certain DSTs have completed an initial transition into the REIT's Operating Partnership through a tax-deferred 721 exchange and now hold Operating Partnership Units. These transactions represent an initial exit to protect investor capital and income and will be updated to reflect a full-cycle disposition once liquidity is provided for those portfolios.

Current Programs

Offering	Description	Program Offering Date	Targeted Annualized Return*	Actual Annualized Return
Essential Income REIT – Class I	**Income REIT offering of an identified portfolio of single-tenant, net-leased properties with primarily investment-grade tenants.**	**2/28/2019**	**6.29%**	**6.29%**
Essential Income REIT – Class D	**Income REIT offering of an identified portfolio of single-tenant, net-leased properties with primarily investment-grade tenants.**	**6/10/2025**	**6.04%**	**6.04%**
Essential Income REIT – Class A	**Income REIT offering of an identified portfolio of single-tenant, net-leased properties with primarily investment-grade tenants.**	**4/16/2019**	**5.92%**	**5.92%**
Essential Income REIT – Class S	**Income REIT offering of an identified portfolio of single-tenant, net-leased properties**	**4/3/2022**	**5.22%**	**5.22%**

	with primarily investment-grade tenants.			
Essential Income REIT – Class ER-I	**Income REIT offering of an identified portfolio of single-tenant, net-leased properties with primarily investment-grade tenants.**	**6/13/2024**	**6.29%**	**6.29%**
Essential Income REIT – Class ER-D	**Income REIT offering of an identified portfolio of single-tenant, net-leased properties with primarily investment-grade tenants.**	**7/7/2025**	**6.04%**	**6.04%**
Essential Income REIT – Class ER-A	**Income REIT offering of an identified portfolio of single-tenant, net-leased properties with primarily investment-grade tenants.**	**6/13/2024**	**5.92%**	**5.92%**
ExchangeRight Essential Income 1	**All-cash offering of a portfolio of 13 net-leased properties leased to Dollar General (8), Dollar Tree (1), Family Dollar (3), and Napa Auto Parts (1).**	**11/7/2024**	**5.00%**	**5.00%**
ExchangeRight Essential Income 3	**All-cash offering of a portfolio of seven net-leased properties leased to AutoZone (2), Dollar General (2), Dollar Tree (1), Tractor Supply (1), and Truist Bank (1).**	**4/14/2025**	**5.50%**	**5.50%**
ExchangeRight Essential Income 4	**All-cash offering of a portfolio of eight net-leased properties leased to Advance Auto Parts (2), CVS (1), Dollar General (4) and Sprouts Farmers Market (1).**	**6/18/2025**	**5.50%**	**5.50%**
ExchangeRight Essential Income 5	**All-cash offering of a portfolio of seven net-leased properties leased to Dollar General (3), Hy-Vee (1), and Tractor Supply (3).**	**8/22/2025**	**5.50%**	**5.50%**
ExchangeRight Essential Income 6	**All-cash offering of a portfolio of five net-leased properties leased to CVS (1), Dollar General (2), Quest Diagnostics (1) and Verizon (1).**	**10/16/2025**	**5.50%**	**5.50%**
ExchangeRight Essential Income 7	**All-cash offering of a portfolio of five net-leased properties leased to BioLife Plasma**	**12/2/2025**	**5.50%**	**5.50%**

	Services (1), Hobby Lobby (1) and Tractor Supply (3).			
ExchangeRight Essential Income 8	**All-cash offering of a portfolio of five net-leased properties leased to AutoZone(1), Dollar General (2), Dollar General Market (1) and Tractor Supply (1).**	**1/23/2026**	**5.50%**	**5.50%**
ExchangeRight Essential Income 9	**All-cash offering of a portfolio of three net-leased properties leased to Pepsi Bottling Ventures (1) and Tractor Supply (2).**	**2/11/2026**	**5.35%**	**5.35%**
ExchangeRight Essential Income 10	**All-cash offering of a portfolio of four net-leased properties leased to CVS (1), Dollar Tree (1), Hobby Lobby (1), Mardel (1), and Maverik (1).**	**4/2/2026**	**5.35%**	**5.35%**
ExchangeRight Essential Income 11	**All-cash offering of a portfolio of one net-leased property leased to Amazon (1).**	**5/29/2026**	**5.15%**	**5.15%**
ExchangeRight Essential Income 12	**All-cash offering of a portfolio of one net-leased property leased to Amazon (1).**	**6/12/2026**	**5.20%**	**5.20%**
ExchangeRight Tax-Efficient Growth and Income Fund	**Fund to invest in the ExchangeRight REIT to primarily participate in its income, growth potential, and tax-efficiency benefits.**	**3/19/2024**	**6.00%**	**6.00%**
Net-Leased Preferred Equity Fund 4	**Shorter-term fund to acquire and sell net-leased assets for the Sponsor.**	**11/28/2018**	**7.00%**	**7.00%**
Net-Leased Preferred Equity Fund 5	**Shorter-term fund to acquire and sell net-leased assets for the Sponsor.**	**10/15/2020**	**5.25%**	**5.25%**
Net-Leased Preferred Equity Fund 6	**Shorter-term fund to acquire and sell net-leased assets for the Sponsor.**	**9/15/2025**	**5.25% - 6.50%**	**5.25% - 6.50%**
Net-Leased Preferred Equity Income Fund	**Preferred equity investment to acquire single-tenant, net-leased properties with primarily investment-grade tenants.**	**4/4/2019**	**6.95%**	**6.95%**
Net-Leased Portfolio 24	**Portfolio of 24 long-term net-leased properties leased to Advance Auto Parts (2), BioLife Plasma Services (2), CVS (1),**	**10/23/2018**	**6.50%**	**6.50%**

	Dollar General (5), Dollar Tree (1), Fresenius Medical Care (1), Pick ‘n Save (1), Sherwin-Williams (1), Tractor Supply (3) and Walgreens (7).			
Net-Leased Portfolio 25	**Portfolio of 21 long-term net-leased properties leased to BioLife Plasma Services (2), Dollar General (8), Family Dollar (2), Hobby Lobby (1), Hy-Vee (1), Tractor Supply (3) and Walgreens (4).**	**12/20/2018**	**6.41%**	**6.45%**
Net-Leased Portfolio 26	**Portfolio of 19 long-term net-leased properties leased to Advance Auto Parts (1), AutoZone (1), CVS (1), Dollar General (5), Hy-Vee (1), Pick ‘n Save (1), Tractor Supply (4), and Walgreens (5).**	**3/6/2019**	**6.38%**	**6.39%**
Net-Leased Portfolio 27	**Portfolio of 18 long-term net-leased properties leased to Advance Auto Parts (1), BioLife Plasma Services (1), Dollar General (4), Dollar Tree (1), Hy-Vee (1), O’Reilly Auto Parts (2), Pick ‘n Save (1), Tractor Supply (1), and Walgreens (6).**	**5/7/2019**	**6.57%**	**6.57%**
Net-Leased Portfolio 29	**Portfolio of 24 long-term net-leased properties leased to BioLife Plasma Services (1), CVS (1), Dollar General (10), Fresenius Medical Care (2), Hobby Lobby (1), Tractor Supply (2), and Walgreens (7).**	**9/5/2019**	**7.13%**	**7.20%**
Net-Leased Portfolio 30	**Portfolio of 21 long-term net-leased properties leased to AutoZone (1), Dollar General (8), Fresenius Medical Care (1), Giant Eagle (1), Hobby Lobby (1), Tractor Supply (4), and Walgreens (5).**	**10/23/2019**	**7.10%**	**7.15%**
Net-Leased Portfolio 31	**Portfolio of 25 long-term net-leased properties leased to Advance Auto Parts (1), BioLife Plasma Services (1), CVS (4), Dollar General (7), Giant Eagle (1), Hobby Lobby (2), Hy-Vee (1), Tractor Supply (5), and Walgreens (3).**	**12/9/2019**	**6.95%**	**6.99%**

Net-Leased Portfolio 32	**Portfolio of 27 long-term net-leased properties leased to Advance Auto Parts (1), BioLife Plasma Services (1), CVS (7), Dollar General (7), Fresenius Medical Care (2), Hobby Lobby (2), Tractor Supply (4), and Walgreens (3).**	**2/11/2020**	**7.01%**	**7.03%**
Net-Leased Portfolio 33	**Portfolio of 11 long-term net-leased properties leased to Dollar General (7), Tractor Supply (2) and Walgreens (2).**	**3/24/2020**	**5.23%**	**5.23%**
Net-Leased Portfolio 34	**Portfolio of 4 long-term net-leased properties leased to Ballad Health (1), Dollar General (1), FedEx (1) and Walgreens (1).**	**4/30/2020**	**5.44%**	**5.44%**
Net-Leased Portfolio 35	**Portfolio of 4 long-term net-leased properties leased to Tractor Supply (2) and Walgreens (2).**	**6/17/2020**	**6.10%**	**6.11%**
Net-Leased Portfolio 36	**Portfolio of 2 long-term net-leased properties leased to Pick ‘n Save (2).**	**7/1/2020**	**6.21%**	**6.21%**
Net-Leased Portfolio 37	**Portfolio of 11 long-term net-leased properties leased to CVS (1), Dollar General (2), Dollar Tree (1), Fresenius Medical Care (4), Tractor Supply (1) and Walgreens (2).**	**7/10/2020**	**6.35%**	**6.35%**
Net-Leased Portfolio 38	**Portfolio of 13 long-term net-leased properties leased to CVS (2), Dollar General (7), Pick ‘n Save (1), Tractor Supply Co. (2) and Walgreens (1).**	**7/29/2020**	**6.32%**	**6.33%**
Net-Leased Portfolio 39	**Portfolio of 18 long-term net-leased properties leased to BioLife Plasma Services (1), Dollar General (7), Dollar Tree (2), Giant Eagle (1), Pick ‘n Save (1), Tractor Supply (2) and Walgreens (4).**	**9/2/2020**	**6.44%**	**6.46%**
Net-Leased Portfolio 40	**Portfolio of 21 long-term net-leased properties leased to AutoZone (1), CVS (5), Dollar General (5), Dollar Tree (1), Kroger (1), O’Reilly Auto Parts (1), Sherwin-Williams (1),**	**10/19/2020**	**6.31%**	**6.36%**

	Tractor Supply (2) and Walgreens (4).			
Net-Leased Portfolio 41	**Portfolio of 18 long-term net-leased properties leased to BioLife Plasma Services (2), CVS (1), Dignity Health (1), Dollar General (4), Dollar Tree (1), Fresenius Medical Care (1), Hobby Lobby (1), Natural Grocers (1), Tractor Supply (2), Walgreens (2) and Walmart Neighborhood Market (2).**	**11/24/2020**	**6.70%**	**6.73%**
Net-Leased Portfolio 42	**Portfolio of 14 long-term net-leased properties leased to CVS (1), Dollar General (3), Family Dollar (2), Fresenius Medical Care (1), Tractor Supply (1), Walgreens (4) and Walmart Neighborhood Market (2).**	**12/22/2020**	**6.48%**	**6.52%**
Net-Leased Portfolio 43	**Portfolio of 16 long-term net-leased properties leased to Dollar Tree (1), Fresenius Medical Care (2), Lowe's (1), M&T Bank (1), Natural Grocers (1), Sherwin-Williams (3), Tractor Supply (2), Walgreens (4) and Whole Foods Market (1).**	**2/9/2021**	**6.29%**	**6.34%**
Net-Leased Portfolio 44	**Portfolio of 5 long-term net-leased properties leased to Dollar General (2), Natural Grocers (2), and Walgreens (1).**	**2/16/2021**	**5.22%**	**5.25%**
Net-Leased Portfolio 45	**Portfolio of 17 long-term net-leased properties leased to BioLife Plasma Services (2), Dollar General (5), Family Dollar (1), Fresenius Medical Care (3), Sherwin-Williams (4), Tractor Supply (1) and Walgreens (1).**	**3/22/2021**	**6.59%**	**6.59%**
Net-Leased Portfolio 46	**Portfolio of 16 long-term net-leased properties leased to CVS (2), Dollar General (2), Dollar Tree (3), Family Dollar (1), Fresenius Medical Care (2), Giant Foods (1), PNC Bank (1), Publix Super Market (1) and Walgreens (3).**	**4/30/2021**	**6.38%**	**6.38%**
Net-Leased Portfolio 48	**Portfolio of 21 long-term net-leased properties leased to CVS**	**6/30/2021**	**6.33%**	**6.34%**

	(3), Dollar General (5), Dollar Tree (1), First Midwest Bank (3), Food 4 Less (1), Fresenius Medical Care (1), Memorial Health System (1), Sherwin-Williams (1), Verizon Wireless (1) and Walgreens (4).			
Net-Leased Portfolio 50	**Portfolio of 30 long-term net-leased properties leased to CVS (1), Dollar General (7), Dollar Tree (2), Family Dollar (2), First Midwest Bank (4), Fresenius Medical Care (1), Octapharma Plasma (2), Publix (1), Sherwin-Williams (2), Walgreens (5) and WellMed (3).**	**9/10/2021**	**6.23%**	**6.25%**
Net-Leased Portfolio 51	**Portfolio of 24 long-term net-leased properties leased to 27 tenants as follows: Bank of America (2), Citizens Bank (1), Dollar General (7), Dollar Tree (1), Family Dollar (2), Fresenius Medical Care (1), Hy-Vee (1), O'Reilly Auto Parts (1), Sherwin-Williams (1), Tractor Supply (1), Verizon Wireless (1), Walgreens (6) and WellMed (2).**	**10/27/2021**	**6.22%**	**6.22%**
Net-Leased Portfolio 52	**Portfolio of 26 long-term net-leased properties leased to CVS (3), Dollar General (5), Dollar Tree (1), Family Dollar (2), First Midwest Bank (3), Fresenius Medical Care (1), Hobby Lobby (1), Natural Grocers (1), Octapharma (1), Sam's Club (1), Tractor Supply (2), and Walgreens (5).**	**11/30/2021**	**6.17%**	**6.17%**
Net-Leased Portfolio 53	**Portfolio of 25 long-term net-leased properties leased to CVS (1), Dollar General (7), Dollar Tree (3), Family Dollar (1), Kroger (1), Schnucks (1), Sherwin-Williams (2), Walgreens (7), Webster Bank (1) and WellMed (1).**	**12/22/2021**	**5.78%**	**5.83%**
Net-Leased Portfolio 54	**Portfolio of 36 long-term net-leased properties leased to 37 tenants as follows: Bank of America (1), CVS (3), Dollar General (12), Dollar Tree (3), Family Dollar (4), Fresenius Medical Care (1), Hannaford**	**2/18/2022**	**5.71%**	**5.71%**

	Grocery (1), Kum & Go (1), Market 32 (1), Novant Health (2), Price Chopper (1), Sherwin-Williams (2), Tractor Supply (3) and Walgreens (2).			
Net-Leased Portfolio 55	**Portfolio of 34 long-term net-leased properties leased to 7-Eleven (1), Citizens (1), CVS (3), Dollar General (7), Dollar Tree (1), Family Dollar (1), Huntington Bank (1), Napa Auto Parts (1), O'Reilly Auto Parts (2), Pick 'n Save (1), PNC Bank (2), Publix (1), Schnucks (1), Sherwin-Williams (2), U.S. Bank (3) and Walmart Neighborhood Market (6).**	**4/8/2022**	**5.15%**	**5.15%**
Net-Leased Portfolio 56	**Portfolio of 33 long-term net-leased properties leased to CVS Pharmacy (9), Dollar General (4), Dollar Tree (1), Family Dollar (7), Food Lion (1), Hobby Lobby (3), O'Reilly (2), PNC Bank (1), Scheels All Sports (1), Sherwin-Williams (1), TJ Maxx (1), Walgreens (1), Woods Supermarket (1).**	**6/21/2022**	**4.48%**	**4.48%**
Net-Leased Portfolio 57	**Portfolio of 6 long-term net-leased properties leased to Fresenius Medical Care (1), Kroger (2), Kroger Fuel Station (1), Walgreens (2), Wegmans Food Market (1).**	**7/29/22**	**5.05%**	**5.05%**
Net-Leased Portfolio 58	**Portfolio of 25 long-term net-leased properties leased to Aldi (1), CVS Pharmacy (2), Dollar General (6), Dollar Tree (8), Family Dollar (3), Family Dollar and Dollar Tree combo store (1), Hobby Lobby (1), Huntington Bank (1), Walgreens (2).**	**8/31/2022**	**5.01%**	**5.01%**
Net-Leased Portfolio 59	**Portfolio of 15 long-term net-leased properties leased to CVS Pharmacy (2), Dollar General (5), Dollar Tree (3), Fresenius Medical Care (1), Mariano's (1), Tractor Supply (1), Walgreens (2)**	**10/13/2022**	**4.97%**	**4.97%**
Net-Leased Portfolio 60	**Portfolio of 14 long-term net-leased properties leased to 16**	**12/7/2022**	**4.94%**	**4.94%**

	tenants as follows: BioLife Plasma Services (1), CVS (1), Dollar General (3), Dollar Tree (3), Family Dollar (2), GIANT Company (1), Hobby Lobby (1), Inspira Health Network (1), ShopRite (2)and ShopRite Liquor (1)			
Net-Leased Portfolio 61	**Portfolio of 16 long-term net-leased properties leased to AutoZone (1), BioLife Plasma Services (1), CVS (3), Dollar General (1), Dollar General Market (1), Dollar Tree (1), Family Dollar (3), Giant Eagle (1), Giant Food (1), Metro Market (1), Tractor Supply (1) and UnityPoint Health (1)**	**1/20/23**	**5.12%**	**5.12%**
Net-Leased Portfolio 62	**Portfolio of 17 long-term net-leased properties leased to BioLife Plasma Services (1), CVS (1), Dollar General (9), Family Dollar (2), FedEx (1), Food Lion (1), Fresenius Medical Care (1) and Pick 'n Save (1)**	**3/14/23**	**5.06%**	**5.06%**
Net-Leased Portfolio 63	**Portfolio of 15 long-term net-leased properties leased to BioLife Plasma Services (1), Daybreak Market & Fuel (1), Dollar General (6), Dollar General Plus (1), Dollar Tree (2), FedEx (1), Schnucks (1), Tops Friendly Market (1) and Tractor Supply (1)**	**5/24/23**	**5.04%**	**5.04%**
Net-Leased Portfolio 64	**Portfolio of 15 long-term net-leased properties leased to Dollar General (5), Dollar General Plus (1), Family Dollar/Dollar Tree Combo (2), FedEx (1), Hobby Lobby (1) and Tractor Supply (5)**	**8/11/23**	**5.04%**	**5.04%**
Net-Leased Portfolio 65	**Portfolio of 13 long-term net-leased properties leased to Dollar General (6), Dollar Tree (1), Family Dollar (1), FedEx (1) and Tractor Supply (4)**	**10/30/23**	**5.02%**	**5.02%**
Net-Leased Portfolio 66	**Portfolio of 11 long-term net-leased properties leased to Dollar General (4), Dollar Tree (2), Family Dollar/Dollar Tree**	**1/17/24**	**5.01%**	**5.01%**

	Combo (1), FedEx (1), Hy-Vee (1), Stop & Shop (1) and Tractor Supply (1)			
Net-Leased Portfolio 67	**Portfolio of 8 long-term net-leased properties leased to Bank of America (1), BJC HealthCare (1), Dollar Tree (1), Family Dollar/Dollar Tree Combo (1), FedEx (1), Metro Market (1), and Tractor Supply (2)**	**6/11/24**	**5.05%**	**5.05%**
Net-Leased Portfolio 68	**Portfolio of 16 long-term net-leased properties leased to Dollar General (1), Dollar General Market (2), Dollar Tree (4), FedEx (1), O'Reilly Auto Parts (2), Sherwin-Williams (1) and Tractor Supply (5)**	**8/22/24**	**5.00%**	**5.00%**
Net-Leased Portfolio 69	**Portfolio of 11 long-term net-leased properties leased to Dollar General Plus (2), Dollar Tree (4), Kroger (1), Sherwin-Williams (1) and Tractor Supply (3)**	**1/14/25**	**5.00%**	**5.00%**
Net-Leased Portfolio 70	**Portfolio of 15 long-term net-leased properties leased to Daybreak Market & Fuel (1), Dollar General (2), Dollar General Market (1), Dollar Tree (6), Sherwin-Williams (1) and Tractor Supply (4)**	**4/29/25**	**5.00%**	**5.00%**
Net-Leased Portfolio 71	**Portfolio of 12 long-term net-leased properties leased to Aldi (1), Conviva (1), Dollar General Market (2), Dollar Tree (1), Memorial Hermann (1), Natural Grocers (2), Oak Street Health (1), O'Reilly (1), Verizon (1), and WaWa (1)**	**7/28/25**	**5.09%**	**5.09%**
Net-Leased Portfolio 72	**Portfolio of 15 long-term net-leased properties leased to AutoZone (1), Dollar General (5), Dollar General Market (1), Dollar Tree (2), Sutter Healthcare (1), Tractor Supply (4), and Wild Fork Foods (1)**	**9/30/25**	**5.00%**	**5.00%**
Net-Leased Portfolio 73	**Portfolio of 11 long-term net-leased properties leased to BioLife (3), Dollar General (1), Dollar General Market (1),**	**11/20/25**	**5.00%**	**5.00%**

	Hobby Lobby (1) and Tactor Supply (5)			
Net-Leased Portfolio 74	**Portfolio of 11 long-term net-leased properties leased to CVS (2), Dollar General (1), Dollar General Market (1) and Tactor Supply (7)**	**12/23/25**	**5.00%**	**5.00%**
Net-Leased Portfolio 75	**Portfolio of 6 long-term net-leased properties leased to BioLife Plasma Services (1), Dollar General (2), FedEx (1), Hobby Lobby (1), and Tractor Supply (1)**	**4/23/26**	**5.00%**	**5.00%**
Net-Leased Portfolio 76	**Portfolio of 8 long-term net-leased properties leased to BJ's Wholesale Club (1), Dollar General (3), Dollar General Market (1), Hobby Lobby (1), Interstate Batteries (1), and O'Reilly (1).**	**7/21/2026**	**5.00%**	**5.00%**
Essential Grocery	**All-cash offering of a long-term net-leased property to Shoprite in Uniondale, NY.**	**7/26/2022**	**4.51%**	**4.51%**
Net-Leased High LTV 1 DST	**Portfolio of two long-term net-leased properties leased to CVS Pharmacy (1) and Dollar General (1)**	**8/25/2022**	**4.00%**	**4.00%**
Net-Leased High LTV 2 DST	**Portfolio of two long-term net-leased properties leased to Dollar General (2) and SSM Health Care System (1)**	**11/18/2022**	**0.51%**	**0.51%**
Value-Add Portfolio 1	**Portfolio of five 99-year ground leasehold interests in certain in-line retail space properties and outparcel retail spaces shadow-anchored by national grocery stores (not included in the offering) diversified across the Eastern U.S.**	**9/24/2021**	**5.75%**	**6.15%**
Value-Add Portfolio 2	**Portfolio of two fee simple interests and ten 99-year ground leasehold interests for an aggregate of 12 property interests in certain in-line retail space properties and outparcel retail spaces shadow-anchored by national grocery and retail tenants (not included in the offering) diversified across 12**	**6/10/2022**	**5.40%**	**5.49%**

	shopping center properties across the United States.			
Value-Add Portfolio 3	**Portfolio of eight fee and/or 99-year ground leasehold interests in certain in-line retail space properties and outparcel retail spaces shadow-anchored by national grocery and retail tenants (not included in the offering) diversified across eight shopping center properties across the United States.**	**6/5/2023**	**5.40%**	**5.60%**
All-Cash	**All-cash offering of a portfolio of 2 long-term net-leased properties to Family Dollar/Dollar Tree Combo (1) and Tractor Supply (1)**	**9/18/2023**	**5.12%**	**5.12%**
Net-Leased All-Cash 2	**All-cash offering of a portfolio of 4 long-term net-leased properties to BioLife Plasma Services (1), Dollar General (1), Dollar Tree (1) and Tractor Supply (1)**	**11/30/2023**	**5.21%**	**5.21%**
Net-Leased All-Cash 3	**All-cash offering of a portfolio of 3 long-term net-leased properties to Daybreak Market & Fuel (1), Dollar General (1), and Dollar Tree (1)**	**3/5/2024**	**5.15%**	**5.15%**
Net-Leased All-Cash 4	**All-cash offering of a portfolio of 3 long-term net-leased properties leased to Daybreak Market & Fuel (1), Dollar Tree (1), and Tractor Supply (1)**	**4/12/2024**	**5.15%**	**5.15%**
Net-Leased All-Cash 5	**All-cash offering of a portfolio of 4 long-term net-leased properties leased to Dollar General (2), Dollar Tree (1), and GIANT Company (1)**	**5/22/2024**	**5.15%**	**5.30%**
Net-Leased All-Cash 6	**All-cash portfolio of 3 long-term net-leased properties leased to Daybreak Market & Fuel (1), Dollar General Market (1), and Tractor Supply (1)**	**7/9/2024**	**5.15%**	**5.20%**
Net-Leased All-Cash 7	**All-cash portfolio of 3 long-term net-leased properties leased to BioLife Plasma Services (1), Dollar Tree (1), and Tractor Supply (1)**	**8/5/2024**	**5.22%**	**5.22%**

Net-Leased All-Cash 8	**All-cash offering of a portfolio of 3 long-term net-leased properties leased to Daybreak Market & Fuel (1), Dollar Tree (1) and Tractor Supply (1)**	**9/30/2024**	**5.20%**	**5.20%**
Net-Leased All-Cash 9	**All-cash offering of a portfolio of 5 long-term net-leased properties leased to Dollar General Market (1), Dollar Tree (2) and Tractor Supply (2)**	**10/23/2024**	**5.20%**	**5.20%**
Net-Leased All-Cash 10	**All-cash offering of a portfolio of 5 long-term net-leased properties leased to Dollar General Market (1), Dollar Tree (1), Hobby Lobby (1) and Tractor Supply (2)**	**11/15/2024**	**5.20%**	**5.20%**
Net-Leased All-Cash 11	**All-cash offering of a portfolio of 6 long-term net-leased properties leased to Dollar General Market (2), Reasor's (1), Sherwin-Williams (1) and Tractor Supply (2)**	**11/26/2024**	**5.20%**	**5.20%**
Net-Leased All-Cash 12	**All-cash offering of a portfolio of 6 long-term net-leased properties leased to Dollar Tree (2), Sherwin-Williams (1), St. Luke's Health Center (1) and Tractor Supply (2)**	**2/5/2025**	**5.22%**	**5.22%**
Net-Leased All-Cash 13	**All-cash offering of a portfolio of 6 long-term net-leased properties leased to Dollar Tree (3), Reasor's (1) and Tractor Supply (2)**	**3/27/2025**	**5.20%**	**5.20%**
Net-Leased All-Cash 14	**All-cash offering of a portfolio of 4 long-term net-leased properties leased to the following 5 tenants: Dollar General (2), Dollar Tree (1), Tractor Supply (1) and Wawa (1)**	**5/14/2025**	**5.25%**	**5.25%**
Net-Leased All-Cash 15	**All-cash offering of a portfolio of 5 long-term net-leased properties leased to Dollar General Market (1), Dollar General (1), Dollar Tree (1), Hobby Lobby (1) and Napa Auto Parts (1)**	**6/26/2025**	**5.22%**	**5.22%**
Net-Leased All-Cash 16	**All-cash offering of a portfolio of 4 long-term net-leased**	**8/28/2025**	**5.08%**	**5.08%**

	properties leased to Dollar General Market (1), Hy-Vee (1), Sprouts Farmers Market (1) and Tractor Supply (1)			
Net-Leased All-Cash 17	**All-cash offering of a portfolio of 6 long-term net-leased properties leased to Dollar Tree (1), Hobby Lobby (1), Sprouts Farmers Market (1), Tractor Supply (2) and WellMed (1)**	**9/30/2025**	**5.15%**	**5.15%**
Net-Leased All-Cash 18	**All-cash offering of a portfolio of 6 long-term net-leased properties leased to BioLife Plasma Services (3) and Tractor Supply (3)**	**10/31/2025**	**5.15%**	**5.15%**
Net-Leased All-Cash 19	**All-cash offering of a portfolio of 3 long-term net-leased properties leased to Fred Meyer (1), Hobby Lobby (1) and Verizon Wireless (1)**	**3/4/2025**	**5.15%**	**5.15%**
Net-Leased All-Cash 20	**All-cash offering of a portfolio of 6 long-term net-leased properties leased to Dollar General (2), Dollar Tree (1), Napa Auto Parts (1), O'Reilly Auto Parts (1) and Tractor Supply (1)**	**5/8/2025**	**5.20%**	**5.20%**
Net-Leased All-Cash 21	**All-cash portfolio of 6 long-term net-leased properties leased to Dollar Tree (1), Hobby Lobby (1), Lowe's (1), and Novant Health (3).**	**7/29/2026**	**5.05%**	**5.05%**

The return ranges presented above for the offerings that have been taken full cycle reflect the difference of whether an investment was made through a broker-dealer with upfront commissions or through a Registered Investment Advisor that did not have the upfront commission associated with the investment.

*Target annualized returns are presented as of the most recent offering memorandum date or supplement date that was released related to the respective offering. REIT target returns are based on the current distribution targets for each share class.

Investment Decisions

The primary responsibility for our investment decisions, the negotiation for the purchase and sale of these investments, and the management of our assets resides with the Trustee, Key Principals and our other executive officers and key personnel. Our Trustee is responsible for supervising and monitoring the activities of our officers.

MANAGEMENT COMPENSATION

The following is a general description of the reimbursement and compensation that the Trustee, the Asset Manager, the Property Manager and their affiliates currently expect to receive in connection with this offering or the management of the Trust, including the identified properties. ExchangeRight is the sole member of the Trustee, the Asset Manager and the Property Manager. Accordingly, the Trustee, the Asset Manager and the Property Manager are affiliates ultimately owned by the same entity. The agreements between the Trust, the Trustee, the Asset Manager and the Property Manager are not the result of arm's-length negotiations, and they should not be considered as such. Certain conflicts of interest may arise between these entities and the shareholders. See "*Conflicts of Interest*."

Form of Compensation	Description
Offering and Organization Stage:	
Reimbursement of Sponsor's Expenses	The Trust will reimburse the Sponsor on a nonaccountable basis for out-of-pocket expenses incurred in connection with the offering and the organization of the Trust in an amount equal to 1% of the net proceeds to the Trust of the offering.
Selling Commissions and Expenses to ERS	ERS, an affiliate of the Trustee and the Sponsor and a member of FINRA, has been engaged by the Sponsor to oversee ExchangeRight personnel as it relates to potential limited interactions with retail investors in connection with this offering and will earn up to $11,509,835 (0.5%) of the gross offering price of shares sold in this offering; provided, however, any such fees that are not paid to ERS will be retained by the Sponsor on a nonaccountable basis, which up to half of such amount may be reallowed to the Broker-Dealers at the discretion of ERS. For Class D and I shares, ERS may act as the Broker-Dealer of record for investors of RIAs and may receive a fee of 0.25% of the gross offering price from the Sponsor in consideration for this role; this fee will be paid directly by the Sponsor and will not be reimbursed by the Trust or paid from offering proceeds. For Class D shares, there are no upfront Selling Commissions or upfront fees paid by the Trust; however, ERS may receive an ongoing Dealer Manager Fee of 0.25% per annum of the initial subscription price from declared distributions, not from offering proceeds, to reimburse the Sponsor for its costs associated with providing shareholders and their Registered Investment Advisors or Representatives with access to various custodians and/or platforms. Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the investor. For Class S shares, the Trust will pay Selling Commissions of up to 3.50% of the gross offering price to Broker-Dealers. In addition, each shareholder subscribing for Class S shares shall directly pay their respective Broker-Dealer 0.60% per annum of the initial subscription price for the Class S shares for their financial advisor or registered representative and 0.25% to ERS as the Managing Broker-Dealer. Such 0.25% per annum shall be utilized by ERS to reimburse the Sponsor for its costs associated with providing a shareholder and its Broker-Dealer with access to various custodians and/or platforms. Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the Broker-Dealers. The total of such fees paid to the Broker-Dealer will not exceed the Stockholder Servicing Fee of 0.85% per annum.

Operating Stage:	
Reimbursement of Trustee's Expenses:	The Trust will reimburse the Trustee for all reasonable expenses incurred in connection with performing its duties on behalf of the Trust.
Acquisition Fee:	In the event that we acquire a new property other than an ExchangeRight DST Property, the Asset Manager will receive an Acquisition Fee equal to one percent (1%) of the purchase price of each property payable to the Asset Manager by the Operating Partnership.
Property Management Fee:	An annual Property Management Fee will be payable by the Operating Partnership to the Property Manager, an affiliate of the Trustee, in an amount equal to 1.10% of the gross revenues earned by the Trust, but excluding reimbursements relating to real estate taxes, insurance and common area maintenance charges and the fees earned by the Trust from the RSLCA.
Asset Management Fee:	The Operating Partnership will pay the Asset Management Fee to the Asset Manager for services rendered or to be rendered to the Operating Partnership. The Asset Management Fee will be 0.15% of the Trust's assets under management, calculated as the total value of the Trust's properties, based on the midpoint of the range of real estate values determined by the Independent Valuation Firm as of the last day of the most recent calendar quarter, plus the value of the Trust's cash and other assets, including the ExchangeRight Secured Loans, as of such date. The Asset Management Fee will be payable quarterly (0.0375% each quarter) and in arrears.

Form of Compensation	Description
ExchangeRight's Interest in Operating Profit:	In addition to distributions payable on any common shares that ExchangeRight, its Key Principals or any of their affiliates may acquire in this offering or otherwise, an affiliate of ExchangeRight will acquire a special limited partnership interest in our Operating Partnership, which entitles that affiliate to receive an interest in the profits of our Operating Partnership in accordance with the following waterfall: (1) *First*, 100% to the holders of OP Units (including Class A OP Units held by the Trust, with respect to common shares issued by the Trust) until they have received distributions, in cash, equal to a seven percent (7.0%) cumulative, non-compounding annual return on all capital contributions made, or deemed to have been made, to our Operating Partnership; (2) *Second*, 100% to the holders of OP Units (including the Class A OP Units), pro rata in accordance with their respective capital accounts, until all of the holders of shares have received cumulative distributions, in cash, equal to their respective capital contributions made, or deemed to have been made, to our Operating Partnership; and (3) *Third*, (i) 80% to the holders of OP Units, pro rata in accordance with their respective capital accounts, and (ii) 20% to the special limited partner. If our common shares, or the common equity securities of our successor, have been listed on a national securities exchange and free from contractual lockup restrictions for 180 days, the special limited partner will become entitled to receive the incentive fee in complete redemption of its interest in our Operating Partnership, payable, at our option, in cash or common equity, having a market value equal to 20% of the amount by which (i) the sum of the market value of our outstanding common shares and OP Units, plus total cash distributions made on our common shares and OP Units, exceeds (ii) the sum of our common shareholders' and OP Unitholders' invested capital plus total distributions required to be made to our common shareholders and OP Unitholders in order to pay the shareholders and OP Unitholders a 7% cumulative, non-compounded annual return on invested capital, reduced by any distributions previously made to the special limited partner. If we merge or we engage, or our Operating Partnership engages, in a business combination in which our common shareholders receive only cash or common equity securities that have been, as of the closing date of such transaction, listed on a national securities exchange for at least 180 days, the special limited partner will become entitled to receive the incentive fee in complete redemption of its interest in our Operating Partnership, payable in the same form as is received by our common shareholders in such transaction (and if our common shareholders receive a mix of cash and listed securities, or have the right to elect the form of consideration to be received in such transaction, in the combination of types received by a plurality of our common shareholders), having a value equal to 20% of the amount by which (i) the value of all consideration paid to our common shareholders and limited partners in exchange for outstanding common shares and OP Units, plus total cash distributions made on our common shares and OP Units prior to such transaction, exceeds (ii) the sum of our common shareholders' and OP Unitholders' invested capital plus total distributions required to be made to our common shareholders and OP Unitholders in order to pay the shareholders and OP Unitholders a 7% cumulative, non-compounded annual return on invested capital, reduced by the amount of any distributions previously made to the special limited partner. Such calculation shall be performed individually based on the dates corresponding to an investor's investment that is being redeemed. The special limited partner will be entitled to receive cash distributions in amounts sufficient to enable the special limited partner and its individual members to pay federal, state and local tax liability arising as a result of allocations of tax items of

Form of Compensation	Description
	partnership income or gain to the special limited partner, if and to the extent that the amount of such tax liability exceeds the total amount of cash distributed to the special limited partner in the taxable year. Any tax distributions paid to the special limited partner will reduce any future incentive distributions to the special limited partner, and the estimated amount of any tax distributions payable to the special limited partner will reduce the redemption price paid for the special limited partner's interest in our operation partnership in connection with a listing of our common shares or a business combination involving us or our Operating Partnership. See "*Our Operating Partnership Agreement—Special Limited Partner Interest*".

Limited Liability and Indemnification of Our Trustees, Officers and Other Agents

Maryland law permits a Maryland statutory trust, such as the Trust, to eliminate the liability of its trustees and the officers to the trust and its beneficial owners for money damages except for liability resulting from:

- actual receipt of an improper benefit or profit in money, property or services; or
- active and deliberate dishonesty that is established by a final judgment and is material to the cause of action.

Our Declaration of Trust contains a provision that eliminates the liability of a Covered Person to the maximum extent permitted by Maryland law.

As permitted by Maryland law, our Declaration of Trust requires the Trust to indemnify each Covered Person (including any individual or entity who, while serving as the Covered Person, at the request of the Trust, serves or has served any other enterprise in any management or agency capacity) against any claim or liability to which he, she or it may become subject by reason of such status, except for liability for such person's gross negligence or intentional misconduct.

Our Declaration of Trust also requires us, without requiring a preliminary determination of the ultimate entitlement to indemnification, to pay or reimburse the reasonable expenses of each Covered Person in advance of final disposition of a proceeding upon receipt of:

- a written affirmation by the Covered Person of his, her or its good faith belief that he, she or it has met the standard of conduct necessary for indemnification; and
- a written undertaking by the Covered Person or on his, her or its behalf to repay the amount paid or reimbursed if it is ultimately determined that the standard of conduct was not met.

However, we will not be required to indemnify or advance funds to any person entitled to indemnification under our Declaration of Trust:

- with respect to any action initiated or brought voluntarily by such indemnified person (and not by way of defense) unless approved or authorized by the Trustee or incurred to establish or enforce such person's right to indemnification under our Declaration of Trust; or
- in connection with any claim with respect to which such person is found to be liable to the Trust.

These provisions of our Declaration of Trust may limit the remedies available to our shareholders against Covered Persons.

In addition, the Trust has entered into an Indemnity Agreement with the Key Principals whereby the Trust has agreed to indemnify the Key Principals with respect to their obligations pursuant to any guaranty agreements that any lenders required the Key Principals to execute, among other things, certain guaranty agreements, environmental indemnity

agreements or other agreements guarantying or agreeing to certain obligations required by such lenders in connection with the loan documents, including any related to Properties that were prior ExchangeRight DST Properties that have been subsequently acquired by the Trust through merger agreements. This indemnity will apply to any future ExchangeRight DST Properties acquired by the Trust.

Our Trustee has a fiduciary obligation to act on behalf of our shareholders. Under Maryland law and our Declaration of Trust, our Trustee must act in good faith, in a manner it reasonably believes to be our best interests and with the care that an ordinarily prudent person in a like position would use under different circumstances. The Trust will, in its Declaration of Trust, provide that, to the maximum extent permitted by Maryland law, no Covered Person (including the Trustee) will have any duty, fiduciary or otherwise, or obligation to present or offer any business opportunity to the Trust or to refrain from competing with the Trust. Thus, the Trustee and any other Covered Person may have business interests and engage in business activities similar, in addition to or in competition with those of or relating to the Trust, so long as they act in good faith.

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CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Related party transactions are transactions in which we are a participant where the amount involved exceeds $120,000, and a member of our Trustee, an executive officer or a holder of more than 5% of our voting securities (or an immediate family member of any of the foregoing) has a direct or indirect material interest. Our Trustee will consider all relevant facts and circumstances when considering such transactions, including whether the terms of the transaction are fair to us and whether the transaction is consistent with, and contributes to, the interests of the Trust.

The following is a summary of certain related party transactions entered into prior to the date of this Memorandum, other than compensation arrangements described under "*Management Compensation*." The related party transactions listed below were all approved by our Trustee.

Acquisition of Properties from ExchangeRight and its Affiliates

We have acquired properties from prior ExchangeRight sponsored offerings, pursuant to which certain portfolios were contributed or merged with and into a wholly-owned subsidiary of our Operating Partnership. In each such transaction, the beneficial owners of the portfolio received the right to elect either cash or OP Units in exchange for their interest in the portfolio. As of June 30, 2026, there are 11,903,565 OP Units outstanding pursuant to such agreements.

The Key Principals own minority interests in the entities that owned the ExchangeRight DST Properties. In connection with our acquisition of the ExchangeRight DST Properties, the Key Principals will have the right to elect to receive cash, additional OP Units, or a combination thereof, in exchange for their interests in the Identified Trust Properties. Regardless of whether the Key Principals elect to receive OP Units or cash, the Sponsor, its Key Principals, or their affiliates have already acquired over $19,000,000 of Class I shares and OP Units offered on the same terms as was presented to shareholders and unitholders at the time of acquisition.

We may also acquire properties from third-party sellers that are not part of the Identified Trust Properties. Such net leased necessity-based retail and healthcare assets would have similar characteristics to the Identified Trust Properties, consistent with our investment objectives; provided, however, when considering portfolio acquisitions, the Trust will consider the portfolio composition and its investment metrics as a whole and particular portfolios may include individual properties that are vacant; however, when considering portfolio acquisitions that include such properties, the Trust will consider the portfolio composition as a whole and will adjust the pricing for a future retenanting event.

The identified properties are anticipated to provide several distinct advantages to the Trust:

- They provide the Trust with a pre-identified and pre-determined portfolio of properties to enhance diversification and help to accelerate the Trust's aggregation strategy;
- There is reduced blind pool risk or counterparty execution risk for the identified properties, which are already controlled and managed by ExchangeRight;
- The ExchangeRight DST Properties have a proven history as they are currently managed by ExchangeRight with a long-term track record of performance, including strong performance through the height of the COVID-19 crisis;
- The tenants and lease terms are known, providing the Trust with more certainty regarding operating and management history, potential rental increases and inflation protection, and underwritten projections of cash flows to investors;
- The Trust has flexibility to acquire the properties in stages and over a period of time, thereby improving the Trust's ability to put investor capital to work efficiently and increasing potential cash flow from operations to fully cover investor distributions; and
- There will be no acquisition or disposition fees charged to the Trust to acquire the ExchangeRight assets.

ExchangeRight Investment

ExchangeRight Income Fund GP, LLC, an affiliate of ExchangeRight, acquired an aggregate of $15,000,000 of the shares offered hereby on the same terms as was presented to shareholders at the time of acquisition. In total, the Sponsor and its affiliates have acquired over $19,000,000 of the Class I shares of the Trust and OP Units alongside investors as of June 30, 2026.

In addition, the Key Principals may invest in common units of limited partnership interest in our Operating Partnership ("**OP Units**") in exchange for their minority interests in the ExchangeRight DST Properties, unless the Key Principals elect to receive cash in exchange for such interests.

ExchangeRight Secured Loans

In an effort to provide an enhanced risk-adjusted return on funds invested in the Trust pending acquisition of the Identified Trust Properties, and, after acquisition of the Identified Trust Properties, on the cash that the Trust may need for quarterly investor redemption requests, we will also make the ExchangeRight Secured Loans under the RSLCA to ExchangeRight. ExchangeRight and its affiliates will use the capital from the ExchangeRight Secured Loans for the acquisition, financing, or inventorying of single-tenant, net-leased necessity-based retail and healthcare real estate similar to the ExchangeRight DST Properties.

The RSLCA is a 5-year commitment with ExchangeRight with a current maximum borrowing capacity of $250 million, which will be increased automatically proportionally to any increase in the Maximum Offering Amount. However, the Trust, through the Operating Partnership, has a right to either increase or lower the amount of the aggregate loan commitment with 60 days' notice to ExchangeRight.

On September 18, 2024, the Company entered into the first amendment to the Restated and Uncommitted Senior Revolving Line of Credit Agreement (the "Amendment") with ExchangeRight. Under the Amendment, the following fees shall be payable to the Company beginning July 1, 2024:

(i) a one quarter percent (0.25%) unused facility fee (the "Unused Facility Fee"), which Unused Facility Fee shall be calculated as the total available facility amount (i.e., $250,000,000) less the drawn amount and taking the average of that unused facility balance on a daily basis and multiplying it by an annualized one quarter percent (0.25%) rate, which Unused Facility Fee shall be payable by ExchangeRight quarterly in arrears; and

(ii) a one quarter percent (0.25%) annual access fee (the "Annual Access Fee"), which shall be calculated as the total available facility amount (i.e., $250,000,000) multiplied by an annualized one quarter percent (0.25%) rate on a daily basis, which Annual Access Fee shall be payable by ExchangeRight quarterly in arrears.

Our Trustee believes that the existence of the ExchangeRight Secured Loan program provides three significant advantages to the Trust:

1) The Trust is able to utilize the ExchangeRight Secured Loan program to put capital to work as soon as possible after equity is invested and until the Trust raises sufficient capital through this offering to acquire tranches of the identified properties;

2) The ExchangeRight Secured Loan program provides the Trust with access to shorter-term investments and the liquidity that the Trust anticipates it will require while it raises sufficient capital to purchase the identified properties and, thereafter, in order to fulfill future shareholder redemption requests; and

3) The ExchangeRight Secured Loan program is structured to generate a 12% return while funds are deployed, which is anticipated to be accretive to shareholder distributions at a risk profile similar to the current properties and our other targeted identified properties.

ExchangeRight has utilized acquisition debt and preferred equity capital structured similarly to the ExchangeRight Secured Loans, from nine funds since its inception in order to assist the Sponsor in acquiring and syndicating assets to 1031 Exchange investors. Six of these funds have gone full cycle for investors. All such funds have met all redemption requests received as of the date of this Memorandum. ExchangeRight has successfully sponsored 134 total offerings, all of which are either meeting or exceeding investor cash flow distribution projections, including these nine debt and preferred equity capital funds. Past performance is not indicative of future results.

Asset Management Fees to the Asset Manager

The annual Asset Management Fee will be payable by the Operating Partnership to the Asset Manager, an affiliate of the Trustee, pursuant to the Asset Management Agreement between the Asset Manager and our Operating Partnership. See "*Management Compensation*." The Asset Management Fee will be 0.15% of the Trust's assets under management, calculated as the total value of the Trust's properties, based on the midpoint of the range of real estate values determined by the Independent Valuation Firm as of the last day of the most recent calendar quarter, plus the value of the Trust's cash and other assets, including the ExchangeRight Secured Loans, as of such date. The Asset Management Fee will be payable quarterly (0.0375% each quarter) and in arrears. The Asset Management Agreement has an initial term of five years and will automatically renew at the expiration of the initial or any subsequent five-year term for an additional five-year term. Our Operating Partnership may terminate the Asset Management Agreement at any time in the event of certain actions by the Asset Manager, including fraud or theft with respect to any of our properties or in connection with Asset Manager's performance of its services under the Asset Management Agreement or upon breach of the performance of any of Asset Manager's obligations under the Asset Management Agreement. The Asset Management Agreement will also terminate upon the transfer of all of our properties to a third party or the foreclosure or transfer in lieu of foreclosure of all of our properties, in connection with certain insolvency proceedings on behalf of the Asset Manager or our Operating Partnership, the sale of the Asset Manager, at the option of a mortgagee, upon 30 days' notice or less (as designated by the mortgagee) on the terms set forth in any such mortgage.

Property Management Fees to the Property Manager

The annual Property Management Fee will be payable by the Operating Partnership to the Property Manager, an affiliate of the Trustee, pursuant to the Property Management Agreement between the Property Manager and our Operating Partnership. See "*Management Compensation*." The Property Management Fee will be equal to 1.10% of the gross revenues earned by the Trust, but excluding reimbursements relating to real estate taxes, insurance and common area maintenance charges and the fees earned by the Trust from the RSLCA. The Property Management Agreement has an initial term of three years and will automatically renew at the expiration of the initial or any subsequent three-year term for an additional three-year term. Our Operating Partnership may terminate the Property Management Agreement at any time in the event of certain actions by the Property Manager, including fraud or theft with respect to any of our properties or in connection with Property Manager's performance of its services under the Property Management Agreement or upon breach of the performance of any of Property Manager's obligations under the Property Management Agreement. The Property Management Agreement will also terminate upon the transfer of all of our properties to a third party or the foreclosure or transfer in lieu of foreclosure of all of our properties, in connection with certain insolvency proceedings on behalf of the Property Manager or our Operating Partnership, the sale of the Property Manager, at the option of a mortgagee, upon 30 days' notice or less (as designated by the mortgagee) on the terms set forth in any such mortgage.

Distributions Related to Special Limited Partner Interest

An affiliate of ExchangeRight will acquire a special limited partnership interest in our Operating Partnership, which entitles that affiliate to receive a promote interest in the profits of our Operating Partnership in accordance with the following waterfall:

(1) First, 100% to the holders of OP Units (including OP Units held by the Trust, with respect to common shares issued by the Trust) until they have received distributions, in cash or registered securities listed on a national securities exchange, equal to a seven percent (7.0%) cumulative, non-compounding annual return on all capital contributions made, or deemed to have been made, to our Operating Partnership;

(2) Second, 100% to the holders of OP Units, pro rata in accordance with their respective capital accounts, until all of the holders of shares have received cumulative distributions, in cash or registered securities listed on a national securities exchange, equal to their respective Capital Contributions; and

(3) Third, (i) 80% to the holders of OP Units, pro rata in accordance with their respective capital accounts, and (ii) 20% to the special limited partner.

Such calculation shall be performed individually based on the dates corresponding to an investor's investment that is being redeemed. The promote will also become payable in common shares or, under certain circumstances, cash, if our common shares, or the common equity securities of a successor entity in a business combination, are listed on a

national securities exchange or if we engage in a business combination transaction in which our common shareholders receive cash or listed common equity securities of the surviving entity. See "*Our Operating Partnership Agreement—Special Limited Partner Interest*".

Compliance Fee to ERS

ERS, an affiliate of the Trustee and ExchangeRight and a member of FINRA, has been engaged by the Sponsor to oversee ExchangeRight personnel as it relates to potential limited interactions with retail investors in connection with this offering and may earn a compliance fee from the Sponsor for its services. Any such compliance fee will be paid directly by the Sponsor and will not be reimbursed by the Trust or paid out of offering proceeds.

Selling Commissions and Expenses to ERS

ERS, an affiliate of the Trustee and the Sponsor and a member of FINRA, has been engaged by the Sponsor to oversee ExchangeRight personnel as it relates to potential limited interactions with retail investors in connection with this offering and will earn up to $11,509,835 (0.5%) of the gross offering price of shares sold in this offering; provided, however, any such fees that are not paid to ERS will be retained by the Sponsor on a nonaccountable basis, which up to half of such amount may be reallowed to the Broker-Dealers at the discretion of ERS. In addition, the Sponsor may pay up to 1.50% in additional commission based on the gross offering price of any shares sold in this offering to ERS, in the Sponsor's sole discretion. Any such additional commissions due to ERS will be paid by the Sponsor and will not be reimbursed by the Trust or paid out of offering proceeds.

For Class D and I shares, ERS may act as the Broker-Dealer of record for investors of RIAs and may receive a fee of 0.25% of the gross offering price from the Sponsor in consideration for this role; this fee will be paid directly by the Sponsor and will not be reimbursed by the Trust or paid from offering proceeds. For Class D shares, there are no upfront Selling Commissions or upfront fees paid by the Trust; however, ERS may receive an ongoing Dealer Manager Fee of 0.25% per annum of the initial subscription price from declared distributions, not from offering proceeds, to reimburse the Sponsor for its costs associated with providing shareholders and their Registered Investment Advisors or Representatives with access to various custodians and/or platforms. Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the investor. For Class S shares, the Trust will pay Selling Commissions of up to 3.50% of the gross offering price to Broker-Dealers. In addition, each shareholder subscribing for Class S shares shall directly pay their respective Broker-Dealer 0.60% per annum of the initial subscription price for the Class S shares for their financial advisor or registered representative and 0.25% to ERS as the Managing Broker-Dealer. Such 0.25% per annum shall be utilized by ERS to reimburse the Sponsor for its costs associated with providing a shareholder and its Broker-Dealer with access to various custodians and/or platforms. Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the Broker-Dealers. The total of such fees paid to the Broker-Dealer will not exceed the Stockholder Servicing Fee of 0.85% per annum.

Selling Commissions to Key Principals

Warren Thomas and Joshua Ungerecht also own and operate ERS and Lighthouse Capital Group, LLC, each a FINRA member Broker-Dealer and may also be acting as a prospective Investor's registered representative or registered supervisor (or both), in which case they may receive Selling Commissions and Expenses as a result of their sales efforts with respect to the shares.

Real Estate Commissions to JRW Realty, Inc.

JRW Realty, Inc., a licensed real estate broker and an affiliate of ExchangeRight, may act as our real estate broker in connection with the identification and purchase of real estate properties other than the ExchangeRight DST Properties and any other identified properties we acquire from an ExchangeRight affiliate. The amount of these commissions will be fixed by the sellers of the properties, and all commissions will be paid by the sellers of properties and not by the Trust. JRW Realty does not expect to act in a "dual agency" capacity or represent the seller of any properties sold to us or to be involved in setting the total amount of commission payable in connection with the sale of the property or the amount reallowed to JRW Realty, as the buyer's broker. A portion of any commissions received by JRW Realty may be reallowed to ExchangeRight.

Disposition Fees to ExchangeRight and its Affiliates

A majority of the owned properties were ExchangeRight DST Properties acquired from affiliates of ExchangeRight, and we may, in the future, acquire other properties from ExchangeRight or its affiliates, including other DST programs sponsored by ExchangeRight. These DST programs include the payment of certain disposition fees to ExchangeRight or its affiliates from the net proceeds to our exchange investors. ExchangeRight is entitled to receive a disposition fee of up to 2% of the gross sale price of a DST property, which is payable only after a full return of capital to the DST investors, and such fee would be paid by the exchange investors. Each of the ExchangeRight DST Properties were included in the valuation performed by the Independent Valuation Firm to determine the NAV of the Identified Trust Properties.

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CONFLICTS OF INTEREST

Some of the potential conflicts of interest in our transactions with our officers, Trustee and their respective affiliates, and certain conflict resolution procedures set forth in our Declaration of Trust or bylaws, are described below.

Our officers and Trustee will try to balance our interests with the interests of others to whom they owe duties. However, to the extent that these persons take actions that are more favorable to other entities than to us, these actions could have a negative impact on our financial performance and, consequently, on distributions to you and the value of your investment. In addition, our Trustee, officers and certain of our shareholders may engage for their own account in business activities of the types conducted or to be conducted by our subsidiaries and us. For a description of some of the risks related to these conflicts of interest, see "*Risk Factors—Risks Related to Our Organization and Structure.*"

Our Trustee has a fiduciary obligation to act on behalf of our shareholders. Under Maryland law and our Declaration of Trust, our Trustee must act in good faith, in a manner it reasonably believes to be in our best interests and with the care that an ordinarily prudent person in a like position would use under different circumstances. The Trust will, in its Declaration of Trust, provide that, to the maximum extent permitted by Maryland law, no Covered Person (including the Trustee) will have any duty, fiduciary or otherwise, or obligation to present or offer any business opportunity to the Trust or to refrain from competing with the Trust. Thus, the Trustee and any other Covered Person may have business interests and engage in business activities similar, in addition to or in competition with those of or relating to the Trust, so long as they act in good faith.

The Trustee, the Asset Manager and the Property Manager are Wholly-Owned by ExchangeRight

ExchangeRight is owned by the Key Principals and it is the sole member of the Trustee, the Asset Manager and the Property Manager, which can create a conflict of interest among the multiple roles it, its principals and its affiliates fulfill. Accordingly, the Trustee, the Asset Manager and the Property Manager are affiliates owned by the same entity and, thus, any agreements between the parties are not the result of arm's-length negotiations. In addition, ExchangeRight may act as the manager of other limited liability companies and/or as the general partner of limited partnerships and may form other business entities. ExchangeRight may have additional responsibilities to provide management and services to a number of other entities in addition to the Trustee, the Asset Manager and the Property Manager. There can be no assurances there may not be other conflicts.

Acquisition of Properties from ExchangeRight and its Affiliates

We expect that a significant number of the additional properties identified for us to acquire by our Trustee will be, owned or managed by ExchangeRight or its affiliates. We will not increase the amount of the offering unless we obtain an independent valuation of the portfolio of properties, and determine that the acquisition, on a portfolio basis, will result in a projected NAV per share (determined using the same principles used to determine the Projected Trust NAV) that is equivalent to or at a premium to the then-current NAV per share of the Trust, we have not, and do not intend to, obtain an independent valuation each additional property before its acquisition. As a result, we may acquire one or more properties from ExchangeRight or its affiliates at a price that exceeds the fair value of that property.

Other Activities of Our Key Principals and Officers

We rely on our Key Principals, officers and other key employees for the day-to-day operation of our business. ExchangeRight and our Key Principals own and manage in excess of $7.5 billion dollars in assets under management and are actively engaged in acquiring, syndicating, managing, and selling stabilized commercial real estate on a nationwide basis on behalf of their own accounts and for real estate investors across the country. In addition to ExchangeRight, our Key Principals own and operate Telos Capital, a sister company to ExchangeRight that is focused on the acquisition, development, redevelopment, repositioning, management and sales of value-added commercial real estate. Warren Thomas and Joshua Ungerecht also own and operate ExchangeRight Securities, LLC and Lighthouse Capital Group, LLC, each a FINRA member broker-dealer, and JRW Realty, Inc., a licensed real estate broker. David Fisher is also the owner and President/CEO of the family office investment entity DLF Investments, LLC, which focuses on a variety of real estate ownership investments. David is also the President and CEO of Rise Capital Partners, which is his family business primarily focused on the development and management of apartment communities currently primarily in Southern Minnesota. As a result of the interests of members of our management team in other ventures and the fact that they also are engaged, and will continue to engage, in other business activities, our officers and other key persons may have conflicts of interest in allocating their time between us and other activities in which

they are involved. However, we believe that our officers and other key employees have sufficient time to discharge fully their responsibilities to all other ventures in which they are involved.

Lack of Separate Legal Representation

Legal counsel, including Barnes & Thornburg, Venable, LLP, Fidazzo Cohen, and Belice, Inc., act as counsel, and may in the future act, as counsel to us and ExchangeRight and its affiliates, in connection with this offering or otherwise. There is a possibility that in the future the interests of the various parties may become adverse, and under the Code of Professional Responsibility of the legal profession, these firms may be precluded from representing any one or all of such parties. In the event that a dispute were to arise between us, these firms or any of their affiliates, separate counsel for such matters will be retained as and when appropriate.

Interests in Other Activities

ExchangeRight and its affiliates, including the Trustee, may engage in other business ventures for their own account or for the account of others. These ventures may or may not be related to the business of the Trust and may include properties that compete with the properties owned by the Trust.

Obligations to Other Entities and Other Opportunities

None of the Trustee, the Asset Manager, the Property Manager or any of their affiliates or members of their management is required to devote its full time and effort to the affairs of the Trust. Conflicts of interest may occur with respect to the obligations that the Trustee owes to the Trust, as well as similar obligations of its affiliates to other entities. Each member of management of the Trustee, the Asset Manager, the Property Manager or any of their affiliates reserves the right to invest in, pursue, develop, own, manage, operate or otherwise participate in (including, without limitation, as an investor in, lender to or consultant or advisor to, or director, officer or manager of, any other entity) all business opportunities of any nature for its own account, including opportunities that may directly or indirectly compete with the Trust. No such member of management will have any obligation to first present such business opportunities to the Trust or allow the Trust or the shareholders to share or participate in such other investments or activities or to the income or proceeds derived therefrom.

Moreover, the Trust and its properties will not have independent management, as the Trust will rely on the Trustee, the Asset Manager and the Property Manager, all of which are wholly-owned by the same entity, ExchangeRight. Other investment projects in which ExchangeRight and its affiliates participate may compete with the Trust, the Trustee, the Asset Manager and the Property Manager for the time and resources of ExchangeRight and its affiliates. The Trustee, the Asset Manager and the Property Manager and their affiliates will very likely have conflicts of interest in allocating management time, services and functions among the Trust and its properties and other existing companies and businesses, as well as any future companies or business entities. The Trustee is not required to manage the Trust as its sole and exclusive function and may have other business interests and engage in activities in addition to those relating to the Trust. The Trustee, the Asset Manager and the Property Manager and their affiliates presently believe that they currently have the capacity to discharge their responsibilities to the Trust and with respect to the properties, notwithstanding their participation in other present and future investment programs and projects, but there can be no assurance of this and prospective investors should consider these actual and potential conflicts of interest carefully prior to making any investment in the shares.

Resolution of Conflicts of Interest

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

DESCRIPTION OF SHARES

We were formed under the laws of the State of Maryland. The rights of our shareholders are governed by Maryland law as well as our Declaration of Trust and bylaws. The following is a summary of the material terms of our Declaration of Trust, which will be effective on or prior to our initial closing of this offering, as set forth in our Declaration of Trust, as supplemented, and bylaws, and is qualified by reference to our Declaration of Trust and bylaws, which are available upon request. A copy of our Declaration of Trust is attached as Exhibit B to this Memorandum.

General

Under our Declaration of Trust, we are authorized to issue an unlimited number of common shares, $0.01 par value per share, an unlimited number of which are classified as Class A Common Shares (the "**Class A Common Shares**"), an unlimited number of which are classified as Class ER-I Common Shares (the "**Class ER-I Common Shares**"), an unlimited number of which are classified as Class ER-D Common Shares (the "**Class ER-D Common Shares**"), an unlimited number of which are classified as Class ER-A Common Shares (the "**Class ER-A Common Shares**"), an unlimited number of which are classified as Class ER-S Common Shares (the "**Class ER-S Common Shares**"), an unlimited number of which are classified as Class I Common Shares (the "**Class I Common Shares**"), an unlimited number of which are classified as Class S Common Shares (the "**Class S Common Shares**"), and an unlimited number of which are classified as Class D Common Shares (the "**Class D Common Shares**"). Subject to the rights of holders of any class or series of shares of beneficial interest, our Trustee has the power, without approval of our shareholders, to classify and reclassify any of the Trust's unissued beneficial interests, which are divided into shares of beneficial interest (all such classes or series of shares, including the Class A Common Shares, Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, Class ER-S Common Shares, Class I Common Shares, Class S Common Shares, and the Class D Common Shares collectively, the "**Equity Shares**"), into other classes or series of common or preferred Equity Shares. The Trustee may, without any action by the Shareholders, set the number, par value, designations, preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption for each new class or series of Equity Shares. The Trust currently has no preferred Equity Shares outstanding. If shares of one class or series are classified or reclassified into shares of another class or series pursuant to our Declaration of Trust, then, except to the extent that the Trust is authorized to issue an unlimited number of shares of any such class or series, the number of authorized shares of the former class or series shall be automatically decreased and the number of authorized shares of the latter class or series shall be automatically increased, in each case by the number of shares so classified or reclassified.

Common Shares

General. The preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of the Equity Shares are identical except for certain conversion rights with respect to the Class A Common Shares, the Class ER-I Common Shares, the Class ER-D Common Shares, the Class ER-A Common Shares, the Class ER-S Common Shares, and the Class S Common Shares, as set forth below in the section entitled "*Conversion Rights of Class A Common Shares, Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, Class ER-S Common Shares, and Class S Common Shares.*" Subject to the provisions of applicable law and the rights of the holders of any outstanding Equity Shares of any other class or series and except as may be provided with respect to any class or series of our common shares the holders of the Equity Shares are entitled to receive ratably such dividends and other distributions as may be authorized by our Trustee of the Trust, in its discretion, from funds legally available therefor, and declared by the Trust. We must generally distribute annually to our shareholders an amount that equals at least 90% of its REIT taxable income before the deduction of dividends paid and excluding any net capital gain. In the event we have more REIT taxable income than cash on hand, the Trustee is authorized to declare a "consent dividend" procedure to satisfy the distribution requirement, which consists of deeming a dividend having been made to the holders of common shares. Such consent dividend is generally treated as a taxable dividend even though no cash or property is actually distributed by us. In the event of the dissolution of the Trust, holders of common shares are entitled to receive the net assets of the Trust after any preferential amounts required to be paid or distributed to holders of outstanding Equity Shares of any other class or series. Holders of common shares do not have any preemptive, appraisal, redemption or conversion rights.

Conversion Rights of Class A Common Shares, Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, Class ER-S Common Shares, Class S Common Shares, and Class D Common Shares. Each Class A Common Share, Class ER-I Common Share, Class ER-D Common Share, Class ER-A Common Share, Class

ER-S Common Share, and Class S Common Share held in a shareholder's account shall automatically and without any action on the part of the shareholder thereof convert into a number of Class I Common Shares equal to the Conversion Rate (as defined below) upon a listing ("**Listing**") of any class of common shares pursuant to an effective registration statement on any securities exchange registered with the Securities and Exchange Commission under the Securities Act, or any merger, consolidation, transfer of all or substantially all of the assets or other business combination of the Trust, as a result of which all outstanding common shares are cancelled in exchange for the right to receive cash or securities, or a combination thereof (an "**Extraordinary Transaction**" and, together with a Listing, a "**Conversion Event**") unless, at least five (5) days before the effective date of such Conversion Event, the sole trustee of the Trust determines, in its sole and absolute discretion, that such conversion shall not occur in connection with such Conversion Event, but any such determination shall not preclude the conversion of Class A Common Shares, Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, Class ER-S Common Shares, Class S Common Shares, or Class D Common Shares into Class I Common Shares in connection with the occurrence of any successive Conversion Event. The "**Conversion Rate**" shall mean a fraction, the numerator of which is the NAV of the Trust allocable to the Class A Common Shares, Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, Class ER-S Common Shares, Class S Common Shares, or Class D Common Shares, as applicable, divided by the number of outstanding Class A Common Shares, Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, Class ER-S Common Shares, Class S Common Shares, or Class D Common Shares, as applicable, and the denominator of which is the NAV of the Trust allocable to the Class I Common Shares, divided by the number of outstanding Class I Common Shares immediately prior to the Event.

Voting Rights. Under Maryland law and our Declaration of Trust, our shareholders generally have a right to vote only on the following:

- the removal of the Trustee under limited circumstances and the election of a successor trustee;
- any amendment of our Declaration of Trust that adversely affects the contract rights of our outstanding shares of beneficial interest, except that our Trustee may amend our Declaration of Trust without shareholder approval to increase or decrease the aggregate number of our shares, to increase or decrease the number of our shares of any class or series that we have the authority to issue, to change our name, to classify or reclassify any unissued shares of common shares or preferred shares into one or more classes or series of shares and to establish the terms of such shares, and to change the name or other designation or the par value of any class or series of our shares and the aggregate par value of our shares or to effect certain reverse share splits;
- a merger or consolidation of the Trust, or the sale or other disposition of all or substantially all of our assets, provided, that, if such action could be taken by a Maryland corporation without the approval of its shareholders pursuant to Subtitle 1 of Title 3 of the Maryland General Corporation Law (the "MGCL") or if such action is a Reorganization (as defined above), no vote of shareholders will be required;
- such other matters as may be provided in our Bylaws;
- such matters that the Trustee has declared advisable and submitted to a vote of the shareholders; and
- any other matters on which shareholders are required to vote by federal law, state law or, following a listing on a national securities exchange, the rules of such exchange.

All other matters are subject to the discretion of our Trustee. Thus, except as set forth above or in any class or series of Equity Shares and subject to the restrictions on transfer and ownership of Equity Shares contained in our Declaration of Trust, holders of common shares will not have the right to vote on any matter.

Restrictions on Ownership and Transfer

The common shares have not been, and will not be, registered under the Securities Act in reliance on the exemption provided by Section 4(a)(2) thereof and Rule 506 promulgated thereunder. Therefore, the common shares are "restricted securities" for purposes of the Securities Act. Accordingly, common shares may not be offered, sold, transferred or delivered, directly or indirectly, unless (i) such common shares are registered or qualified under the Securities Act and any applicable state securities laws or (ii) an exemption from registration or qualification under the

Securities Act and any applicable state securities laws is available. Holders of common shares will have no rights to require registration or qualification of the common shares under the Securities Act or other applicable securities laws and no such registration or qualification is presently contemplated. No transfer of shares may be effected unless the potential transferee completes, executes and delivers a subscription agreement and agrees to be bound by its terms.

For the Trust to qualify as a REIT, our Equity Shares must be beneficially owned by 100 or more persons during at least 335 days of a taxable year of twelve months (other than the first year for which an election to be a REIT has been made) or during a proportionate part of a shorter taxable year, which has already been satisfied as of the date of this Memorandum. Also, not more than 50% of the value of the outstanding Equity Shares may be owned, directly or indirectly, by five or fewer individuals (as defined in Code) to include certain entities during the last half of a taxable year (other than the first year for which an election to be a REIT has been made).

Subject to the exemptions and waivers described below, no person or entity may beneficially own, or be deemed to own by virtue of the applicable constructive ownership provisions of the Code, more than 9.8% (in value or by number of shares, whichever is more restrictive) of our outstanding common shares or 9.8% in value of our outstanding Equity Shares. These restrictions are collectively referred to herein as the "**ownership limit**."

The constructive ownership rules under the Code are complex and may cause Equity Shares owned actually or constructively by a group of related individuals and/or entities to be owned constructively by one individual or entity. As a result, the acquisition of less than 9.8% of our outstanding common shares or 9.8% of our outstanding Equity Shares, or the acquisition of an interest in an entity that owns Equity Shares, could cause the acquirer or another individual or entity to own Equity Shares in excess of the ownership limit.

Our Trustee may, upon receipt of certain representations and agreements and in its sole discretion, prospectively or retroactively, exempt a person from the ownership limit or establish a different limit on ownership for a person if the person's ownership in excess of the ownership limit would not result in us being "closely held" under Section 856(h) of the Code (without regard to whether the interest is held during the last half of a taxable year) or otherwise failing to qualify as a REIT. As a condition of granting a waiver of the ownership limit or creating an excepted holder limit, our Trustee may, but is not required to, require an opinion of counsel or IRS ruling satisfactory to our Trustee as it may deem necessary or advisable to determine or ensure the Trust's status as a REIT and may impose any conditions or restrictions on such a waiver or excepted holder limit as it deems appropriate.

The Trustee may, at any time, increase or decrease the ownership limit for one or more persons unless, after giving effect to any increased or decreased ownership limit, five or fewer persons could beneficially own, in the aggregate, more than 49.9% in value of the aggregate outstanding Equity Shares or the Trust would otherwise fail to qualify as a REIT. A decreased ownership limit will not apply to any person whose ownership of Equity Shares at the time the ownership limit is decreased exceeds the decreased ownership limit until the person's ownership of Equity Shares equals or falls below the decreased ownership limit, but any acquisition of Equity Shares by such a person after the decrease in the ownership limit will violate the decreased ownership limit.

In addition to the ownership limit our Declaration of Trust prohibits:

- any person from beneficially or constructively owning Equity Shares that would result in the Trust being "closely held" under Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of a taxable year) or otherwise cause the Trust to fail to qualify as a REIT;

- for so long as the Equity Shares do not qualify as a class of publicly offered securities (and we do not meet an alternative exemption to avoid our assets being deemed to be "plan assets" under ERISA), any person from transferring Equity Shares if the transfer would result in the Trust failing to meet the Insignificant Participation Exception (as defined below under "*Investment By Tax-Exempt Entities and ERISA Considerations—Plan Assets—Not Significant Investment Exception*");

- any person from beneficially owning common shares to the extent such ownership would result in our failing to qualify as a "domestically controlled qualified investment entity" within the meaning of Section 897(h) of the Code; and

- any person from transferring any Equity Shares if the transfer would result in Equity Shares being beneficially owned by fewer than 100 persons, and any transfer that would result in Equity Shares being so owned by fewer than 100 persons will be void and the intended transferee will acquire no rights in the Equity Shares.

If any transfer of Equity Shares occurs which, if effective, would: (i) result in a violation of the ownership limit, (ii) result in the Trust being "closely held" under Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of a taxable year), (iii) for so long as the Equity Shares do not qualify as a class of publicly offered securities, result in any person from transferring Equity Shares if the transfer would result in the Trust failing to meet the Insignificant Participation Exception, (iv) result in any person beneficially owning common shares to the extent such ownership would result in our failing to qualify as a "domestically controlled qualified investment entity" within the meaning of Section 897(h) of the Code, or (v) would otherwise cause the Trust to fail to qualify as a REIT, then that number of Equity Shares, the beneficial or constructive ownership of which otherwise would violate such limitations (rounded up to the nearest whole Equity Share), will automatically be transferred to a trust for the exclusive benefit of one or more charitable beneficiaries (the "**Charitable Trust**") and the purported transferee will not have any rights in such Equity Shares. The Trustee of the Charitable Trust (the "**Charitable Trustee**") will be appointed by the Trust and be unaffiliated with the Trust and will have all voting rights and rights to dividends or other distributions with respect to Equity Shares held in the Charitable Trust, which the Charitable Trustee must exercise for the exclusive benefit of the charitable beneficiary. The Trust or its designee may purchase any Equity Shares held in its Charitable Trust at a price per share equal to the lesser of (i) the price per share in the transaction that resulted in the transfer of the Equity Shares to the Charitable Trust or, if the event causing the Equity Shares to be held in the Charitable Trust did not involve a purchase of the Equity Shares at market price, the market price of the Equity Shares on the day of the event causing the Equity Shares to be held in the Charitable Trust, and (ii) the market price of the Equity Shares on the date the Trust or its designee agrees to purchase the Equity Shares. Upon a sale to the Trust, our Trustee must distribute the net proceeds of the sale and any dividends and other distributions held in the Charitable Trust to the purported transferee.

Unless purchased by the Trust, the Charitable Trustee must sell any Equity Shares held in the Charitable Trust to a person whose ownership of the Equity Shares would not violate the limitations on transfer and ownership of Equity Shares contained in our Declaration of Trust. Upon such a sale, the Charitable Trustee must distribute to the purported transferee the lesser of (i) the price paid by the purported transferee for the Equity Shares (or, if the event causing the shares to be held in the trust did not involve a purchase of the shares at market price, the market price of the Equity Shares on the day of the event causing the transfer to the Charitable Trust) and (ii) the price per share received by the Charitable Trustee from the sale or other disposition of the Equity Shares held in the trust. The charitable beneficiary will be entitled to any net sale proceeds in excess of the amount payable to the purported transferee and any dividends and other distributions held in the Charitable Trust.

If a transfer of Equity Shares to the Charitable Trust as described above is not automatically effective to prevent a violation of the restrictions on ownership and transfer of Equity Shares contained in our Declaration of Trust, then the transfer of such Equity Shares will be void.

Any person who acquires or attempts or intends to acquire beneficial or constructive ownership of Equity Shares that will or may violate any of the foregoing restrictions on transfer and ownership of Equity Shares, and any person who would have owned Equity Shares that were transferred to the Charitable Trust, must give notice to us and provide us with any other information that we request in order to determine the effect of such transfer on the Trust's status as a REIT.

Every owner of more than 5% (or such lower percentage as required by the Code or the regulations promulgated thereunder) of all classes or series of our Equity Shares must give us written notice within 30 days after the end of each taxable year stating the owner's name and address, the number of the Equity Shares of each class and series beneficially owned, a description of the manner in which the Equity Shares are held and any additional information that we request in order to determine the effect, if any, of such ownership on the Trust's status as a REIT and compliance with the ownership and transfer restrictions set forth in our Declaration of Trust. In addition, each beneficial owner or constructive owner and each person (including the holder of record) who is holding Equity Shares for a beneficial or constructive owner must, upon demand, provide us with any information that we request, in good faith, in order to determine the Trust's status as a REIT and to comply with the requirements of any taxing authority or governmental authority or to determine such compliance.

These restrictions on ownership and transfer will cease to apply to Equity Shares if our Trustee determines that it is no longer in the best interests of the Trust to attempt to, or to continue to, qualify as a REIT or that compliance is no longer required in order for the Trust to qualify as a REIT.

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PROVISIONS OF MARYLAND LAW AND OF OUR DECLARATION OF TRUST AND BYLAWS

The following is a summary of provisions of Maryland law, our Declaration of Trust and our Bylaws. This summary does not completely describe Maryland law, our Declaration of Trust or the Bylaws. For a complete description of each of the foregoing, we refer you to the Maryland statutes applicable to REITs, and our Declaration of Trust and Bylaws, each of which is available upon request.

Duration

Under our Declaration of Trust, we have a perpetual term of existence and will continue perpetually until dissolved in accordance with our Declaration of Trust. The Trust may be dissolved only the approval of our Trustee and shareholders entitled to cast a majority of all of the votes entitled to be cast on the matter.

Trustee

Our Declaration of Trust provides that the number of our trustees will be one. Subject only to the express rights of our shareholders to vote on certain matters described herein, our business and affairs will be managed by or under the direction of our Trustee, our Trustee will have full, exclusive and absolute power, control and authority over our business and affairs and any and all of our property, and no shareholder will have any right to participate in or exercise control or management power over the business and affairs of the Trust. The Trustee will serve until his, her or its resignation, removal, death, dissolution, termination of legal existence or adjudication of incompetence. Our Trustee will have the power to designate its successor unless the Trustee has been removed by our shareholders for Cause, as defined below. If for any reason our Trustee ceases to serve and no successor has been identified by the former Trustee, such event will not terminate the Trust, and our shareholders will be entitled to elect a successor Trustee. Our Declaration of Trust provides that our Trustee may be removed only for Cause and only by the affirmative vote of at least two-thirds of the outstanding common shares. "**Cause**" is defined in our Declaration of Trust as: (a) fraud or embezzlement with respect to the Trust or its affiliates; or (b) willful misconduct as determined by a court.

Amendment to our Declaration of Trust and Bylaws

Subject to the terms of any outstanding class or series of our Shares, our Declaration of Trust may be amended by our Trustee without the consent of our shareholders; provided that, amendments to our Declaration of Trust that adversely affect the contract rights of our outstanding Shares must be approved by our Trustee and shareholders entitled to cast a majority of all of the votes entitled to be cast on the matter.

Merger, Consolidation or Sale of Trust Property

We may (a) merge with or into or convert into another entity, (b) consolidate with one or more other entities into a new entity or (c) transfer all or substantially all of its assets to another person. Subject to the terms of any series or class of Shares at the time outstanding, any such action must be approved by our Trustee and, unless such action could be taken by a Maryland corporation without the approval of its shareholders pursuant to Subtitle 1 of Title 3 of the MGCL or if such action is a Reorganization, shareholders entitled to cast a majority of all of the votes entitled to be cast on the matter. Shareholders will not have any right to vote on a Reorganization.

Meetings of Shareholders

There is no requirement to hold an annual meeting of our shareholders in any year. The Trustee may cause the Trust to call meetings of our shareholders to act on any matter that may properly be brought before our shareholders. If there is no Trustee, the officers of the Trust will promptly call a special meeting of our shareholders for the purpose of electing a successor Trustee.

Limitation of Liability; Indemnification; Duties

Maryland law permits a Maryland statutory trust, such as the Trust, to eliminate the liability of its trustees and the officers to the trust and its beneficial owners for money damages except for liability resulting from:

- actual receipt of an improper benefit or profit in money, property or services; or
- active and deliberate dishonesty that is established by a final judgment and is material to the cause of action.

Our Declaration of Trust contains a provision that eliminates the liability of a Covered Person to the maximum extent permitted by Maryland law.

As permitted by Maryland law, our Declaration of Trust requires the Trust to indemnify each Covered Person (including any individual or entity who, while serving as the Covered Person, at the request of the Trust, serves or has served any other enterprise in any management or agency capacity) against any claim or liability to which he, she or it may become subject by reason of such status, except for liability for such person's gross negligence or intentional misconduct.

Our Declaration of Trust also requires us, without requiring a preliminary determination of the ultimate entitlement to indemnification, to pay or reimburse the reasonable expenses of each Covered Person in advance of final disposition of a proceeding upon receipt of:

- a written affirmation by the Covered Person of his, her or its good faith belief that he, she or it has met the standard of conduct necessary for indemnification; and
- a written undertaking by the Covered Person or on his, her or its behalf to repay the amount paid or reimbursed if it is ultimately determined that the standard of conduct was not met.

However, we will not be required to indemnify or advance funds to any person entitled to indemnification under our Declaration of Trust:

- with respect to any action initiated or brought voluntarily by such indemnified person (and not by way of defense) unless approved or authorized by the Trustee or incurred to establish or enforce such person's right to indemnification under our Declaration of Trust; or
- in connection with any claim with respect to which such person is found to be liable to the Trust.

These provisions of our Declaration of Trust may limit the remedies available to our shareholders against Covered Persons.

The success of the Trust is very important to and is a significant part of the Sponsor's overall business plan and the Sponsor anticipates spending sufficient time and effort on the various aspects of the Trust's business to help it perform successfully. Our Trustee has a fiduciary obligation to act on behalf of our shareholders. Under Maryland law and our Declaration of Trust, our Trustee must act in good faith, in a manner it reasonably believes to be in our best interests and with the care that an ordinarily prudent person in a like position would use under different circumstances. However, our Trustee is not required to devote all of its time to our business and is required to devote the time to our affairs as its duties require. Although our Sponsor's aggregation strategy is intended to leverage the significant synergies between its net lease DST and REIT platforms in order to provide stable monthly income; reduce risk and enhance value through increased diversification; expand capacity to accommodate liquidity needs; provide ongoing tax deferral; unlock additional access to capital; and optimize estate planning benefits on behalf of investors across both DST and REIT platforms, our Sponsor is under no obligation to us to pursue such a strategy or to offer to us the opportunity to participate in such acquisitions or a transaction involving its other assets under management. Additionally, our Trustee, our officers (who are also our Key Principals), ExchangeRight and its affiliates and other officers, employees and agents of ExchangeRight will not have any duty, fiduciary or otherwise, or obligation to present or offer any business opportunity to the Trust or to refrain from acquiring net-leased properties or seeking to execute strategic aggregation and liquidity strategies as a part of its other businesses unrelated to the Trust, or other activities that could compete with the Trust.

SHARE REPURCHASE PROGRAM AND SECURED LOANS

Our share repurchase program, as described below, may provide eligible shareholders with limited, interim liquidity by enabling them to sell shares back to us, subject to restrictions and applicable law, if such repurchases do not impair the capital or operations of the Trust.

General Restrictions and Limitations of Program

While you should view your investment as long term with limited liquidity, we have adopted a share repurchase plan, whereby on a quarterly basis, shareholders may request that we repurchase all or any portion of their shares. Due to the illiquid nature of investments in real estate, we may not have sufficient liquid resources to fund repurchase requests. In addition, we have established limitations on the amount of funds we may use for repurchases during any calendar quarter. See "*—Early Repurchase Prices and Amounts*" below.

Sources of Funds for Repurchases

We may fund repurchase requests from sources other than cash flow from operations, including, without limitation, the sale of assets, borrowings, return of capital or offering proceeds (including from future sales of our shares or OP Units), and we have no limits on the amounts we may pay from such sources.

In an effort to have adequate cash available to support our share repurchase plan, we may reserve borrowing capacity under a line of credit. We could then elect to borrow against this line of credit in part to repurchase shares presented for repurchase during periods when we do not have sufficient proceeds from operating cash flows or the sale of shares or OP Units to fund all repurchase requests. If we determine to obtain a line of credit, we would expect that it would afford us borrowing availability to fund repurchases.

Early Repurchase Prices and Amounts

Holders of shares may request that we repurchase shares through redemptions on a quarterly basis of up to five percent (5%) of the Trust's issued and outstanding shares per fiscal year. The repurchase price will be:

(i) beginning from the date of original subscription for the shares to be repurchased, the lower of 95% of the net original purchase price of $27.63 or NAV/share (net purchase price being measured as purchase price less Selling Commissions and Expenses);

(ii) beginning one year from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price ($27.63) or NAV/share;

(iii) beginning two years from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price plus a 40 bps premium ($27.74), or NAV/share;

(iv) beginning three years from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price plus a 60 bps premium ($27.80), or NAV/share;

(v) beginning four years from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price plus an 80 bps premium ($27.85), or NAV/share; and

(vi) beginning five years from the date of original subscription for the shares, the shares will be purchased at NAV/share.

The current NAV is $27.63 per share as of June 30, 2026. An investor's repurchase price schedule shall be based on the figures presented in the memorandum that is effective as of their subscription date regardless of any changes to the offering purchase price in subsequent memorandums. The limitations on the repurchase price set forth above will inure indirectly to the benefit of our remaining shareholders and is intended to offset the trading costs, market impact and other costs associated with short-term holding of our shares of beneficial interest. Upon the death or qualifying disability (as such term is defined in Section 72(m)(7) of the Code) of a shareholder, upon request, we may waive the five percent volume limitation noted above and the five percent deduction, if the death or disability occurs prior to the

one year anniversary date of original subscription for the shares to be repurchased (i.e., repurchases requested as a result of death or disability prior to the second anniversary date of the original subscription would be repurchased at a repurchase price equal to the lower of the net original purchase price ($27.63) or NAV/share) and such repurchases will be subject to the other conditions and limitations described below under "*—Death or Qualifying Disability*."

Any such redemptions will be subject to the waterfall outlined in our Operating Partnership which entitles an ExchangeRight affiliate to receive a promote interest in the profits of our Operating Partnership in accordance with the following waterfall:

(1) First, 100% to the holders of OP Units (including OP Units held by the Trust, with respect to common shares issued by the Trust) until they have received distributions, in cash or registered securities listed on a national securities exchange, equal to a seven percent (7.0%) cumulative, non-compounding annual return on all capital contributions made, or deemed to have been made, to our Operating Partnership;

(2) Second, 100% to the holders of OP Units, pro rata in accordance with their respective capital accounts, until all of the holders of shares have received cumulative distributions, in cash or registered securities listed on a national securities exchange, equal to their respective Capital Contributions; and

(3) Third, (i) 80% to the holders of OP Units, pro rata in accordance with their respective capital accounts, and (ii) 20% to the special limited partner.

Such calculation shall be performed individually based on the dates corresponding to an investor's investment that is being redeemed. The promote will also become payable in common shares or, under certain circumstances, cash, if our common shares, or the common equity securities of a successor entity in a business combination, are listed on a national securities exchange or if we engage in a business combination transaction in which our common shareholders receive cash or listed common equity securities of the surviving entity. See "*Our Operating Partnership Agreement—Special Limited Partner Interest*".

There are several additional restrictions and limitations on a shareholder's ability to sell shares to us under our share repurchase program.

a. *Direct Purchasers Only*: Only those shareholders who purchased their shares from us or received their shares from us (directly or indirectly) through one or more non-cash transactions (e.g., upon exchange of OP Units) may be able to participate in the share repurchase program. In other words, once our shares are transferred for value by a shareholder, the transferee and all subsequent holders of the shares are not eligible to participate in the share repurchase program.

b. *Limited Closing Dates*: We plan to repurchase shares on the first business day of any fiscal quarter. Each shareholder whose repurchase request is granted will receive the repurchase amount within 15 days after the end of the fiscal quarter in which we grant his or her repurchase request.

c. *Compliance with Laws*: Repurchases of shares under our share repurchase program will be subject to our compliance with applicable federal and state securities laws and restrictions applicable to preserve the status of the Trust as a REIT under the Code.

d. *ERISA Limitations*: If, in the Trustee's reasonable judgement, the assets of the Trust could be deemed to be plan assets of one or more benefit plan investors, the Trustee shall have the authority to decline to repurchase any shares of any shareholder.

Death or Qualifying Disability

Upon the death or qualifying disability (as such term is defined in Section 72(m)(7) of the Code) of a shareholder, upon request, we may waive the five percent volume limitation noted above and the five percent deduction, if the death or disability occurs prior to the one year anniversary date of original subscription for the shares to be repurchased (i.e., repurchases requested as a result of death or disability prior to the second anniversary date of the original subscription would be repurchased at a repurchase price equal to the lower of the net original purchase price ($27.63) or NAV/share). A shareholder (or his or her estate, heir or beneficiary in the event of the death of the shareholder)

must provide such evidence as the Trustee may reasonably require in connection with such a waiver. Such repurchases will be subject to all of the other conditions and limitations described herein.

In order for a disability to be considered a "qualifying disability," (1) the shareholder must receive a determination of disability based upon a physical or mental condition or impairment arising after the date the shareholder acquired the shares to be redeemed, and (2) such determination of disability must be made by the applicable governmental agency responsible for reviewing the disability retirement benefits that the shareholder could be eligible to receive. The "applicable governmental agencies" are limited to the following: (1) the Social Security Administration; (2) the U.S. Office of Personnel Management; or (3) the Veterans Benefits Administration.

Share Repurchase Program Generally

Our share repurchase program is subject to the terms and conditions described below.

We may repurchase fewer shares than have been requested in any particular quarter to be repurchased under our share repurchase plan, or none at all, in our discretion at any time. In addition, the total amount of aggregate repurchases of shares of beneficial interest will be limited to five percent (5%) per fiscal year of the issued and outstanding shares of beneficial interest.

Should repurchase requests, in our judgment, place an undue burden on our liquidity, adversely affect our operations or risk having an adverse impact on the Trust as a whole, or should we otherwise determine that investing our liquid assets in real properties or other illiquid investments rather than repurchasing our shares is in the best interests of the Trust as a whole, we may choose to repurchase fewer shares in any particular quarter than have been requested to be repurchased, or none at all. Further, our Trustee may modify, suspend or terminate our share repurchase plan if it deems such action to be in our best interest and the best interest of our shareholders. Material modifications, including any amendment to the annual limitations on repurchases, to and suspensions of the share repurchase plan will be promptly disclosed to shareholders. In addition, we may determine to suspend the share repurchase plan due to regulatory changes, changes in law or if we become aware of undisclosed material information that we believe should be disclosed before shares are repurchased. Once the share repurchase plan is suspended, our Trustee must affirmatively authorize the recommencement of the plan before shareholder requests will be considered again.

Our Trustee reserves the right, in its sole discretion, at any time and from time to time, to:

a. reject any request for repurchase;

b. change the purchase price for repurchases; or

c. otherwise amend, suspend or terminate the terms of our share repurchase program.

Additionally, the Trust will not repurchase shares if such repurchase would result in a violation of the restrictions on ownership and transfer set forth in our Declaration of Trust. For more information, see "*Description of Shares—Restrictions on Ownership and Transfer*."

Subject to the foregoing limitations and conditions, in the event that we determine to repurchase some but not all of the shares submitted for repurchase during any quarter, shares will generally be repurchased as follows: (i) first, pro rata as to repurchases upon the death of a shareholder; (ii) next, pro rata as to repurchases from shareholders who demonstrate, in the discretion of our Trustee, another involuntary exigent circumstance, such as bankruptcy; (iii) next, pro rata as to repurchases from shareholders subject to a mandatory distribution requirement under such shareholder's IRA; and (iv) finally, pro rata as to all other repurchase requests. All unsatisfied repurchase requests must be resubmitted after the start of the next quarter, or upon the recommencement of the share repurchase program, as applicable.

In general, a shareholder or his or her estate, heir or beneficiary may present to us fewer than all of the shares then-owned for repurchase.

Under our share repurchase program, to the extent we choose to repurchase shares in any particular quarter we will only repurchase shares as of the opening of the first calendar day of the following quarter. Repurchase requests and required documentation must be received in good order by 4:00 p.m. (Pacific time) on the 5th business day prior to the

end of each quarter. A shareholder may withdraw his or her repurchase request by notifying us in writing before 4:00 P.M (Pacific time) on the 5th business day prior to the end of the applicable quarter. We will determine the repurchase price set forth above under "*—Early Repurchase Prices and Amounts*" based on our last published NAV (which will generally be the NAV we publish in the preceding quarter).

A shareholder who wishes to have shares repurchased must mail or deliver to us a written request on a form attached to this Memorandum as Exhibit H, or such other form as we may require, and executed by the shareholder, its trustee or authorized agent. An estate, heir or beneficiary that wishes to have shares repurchased following the death of a shareholder must mail or deliver to us a written request on a form provided by us, including evidence acceptable to our Trustee of the death of the shareholder, and executed by the executor or executrix of the estate, the heir or beneficiary, or their trustee or authorized agent. Unrepurchased shares may be passed to an estate, heir or beneficiary following the death of a shareholder. In the event of a qualifying disability, we must receive the written repurchase request within 12 months of the initial determination of the shareholder's disability in order for the shareholder to rely on any of the waivers described above that may be granted in the event of the disability of a shareholder. If the shares are to be repurchased under any conditions outlined herein, we will forward the documents necessary to effect the repurchase, including any signature guaranty we may require.

The share repurchase program immediately will terminate if our shares are listed on any national securities exchange. Any material modifications, suspension or termination of our share repurchase program by our Trustee will be disclosed to shareholders promptly in a supplement to this Memorandum, an email or other written notification to our shareholders or via our website.

Shareholders are not required to sell their shares to us. The share repurchase program is only intended to provide interim liquidity for shareholders until a liquidity event occurs, such as the listing of the shares on a national stock exchange or our merger with another REIT. We cannot guarantee that a liquidity event will occur.

Shares we purchase under our share repurchase program will have the status of authorized but unissued shares.

Secured Loan Program

In an effort to provide an enhanced risk-adjusted return on funds invested in the Trust pending acquisition of additional properties, and, after acquisition of additional properties, while maintaining liquidity to fund quarterly investor redemption requests, our Operating Partnership will make ExchangeRight Secured Loans under the RSLCA. ExchangeRight will pay a drawn rate of interest equal to 12% per annum to our Operating Partnership. When funds under the RSLCA are drawn by ExchangeRight, they will be available to be invested into single-tenant, net- leased necessity-based retail and healthcare real estate properties throughout the United States, net leased under leases to primarily Investment-Grade tenants similar to the current properties and our other target assets. When the properties are "sold" wholly or partially (i.e., through a DST syndication), then ExchangeRight must repay all of the funds utilized pursuant to the RSLCA by the day before the last day of the calendar quarter in which the sale occurs.

On September 18, 2024, the Company entered into the first amendment to the Restated and Uncommitted Senior Revolving Line of Credit Agreement (the "Amendment") with ExchangeRight. Under the Amendment, the following fees shall be payable to the Company beginning July 1, 2024:

(i) a one quarter percent (0.25%) unused facility fee (the "Unused Facility Fee"), which Unused Facility Fee shall be calculated as the total available facility amount (i.e., $250,000,000) less the drawn amount and taking the average of that unused facility balance on a daily basis and multiplying it by an annualized one quarter percent (0.25%) rate, which Unused Facility Fee shall be payable by ExchangeRight quarterly in arrears; and

(ii) a one quarter percent (0.25%) annual access fee (the "Annual Access Fee"), which shall be calculated as the total available facility amount (i.e., $250,000,000) multiplied by an annualized one quarter percent (0.25%) rate on a daily basis, which Annual Access Fee shall be payable by ExchangeRight quarterly in arrears.

Our Trustee believes that the existence of the ExchangeRight Secured Loan program provides three significant advantages to the Trust:

1) The Trust is able to utilize the ExchangeRight Secured Loan program to put capital to work as soon as possible after equity is invested and until the Trust raises sufficient capital through this offering to acquire tranches of the identified properties;

2) The ExchangeRight Secured Loan program provides the Trust with access to shorter-term investments and the liquidity that the Trust anticipates it will require while it raises sufficient capital to purchase the identified properties and, thereafter, in order to fulfill future shareholder redemption requests; and

3) The ExchangeRight Secured Loan program is structured to generate a 12% return while funds are deployed, which is anticipated to be accretive to shareholder distributions at a risk profile similar to the current properties and our other targeted identified properties.

Funds we invest in ExchangeRight Secured Loans are anticipated to be utilized by the Sponsor for investment in properties similar to the Identified Trust Properties, and thus are anticipated to provide a higher potential return to the Trust but with a risk profile similar to an equity investment in the Identified Trust Properties, with readily determinable cash flows backed by long-term leases primarily to Investment-Grade tenants. The Operating Partnership will have a security interest in an entity that owns an interest in the underlying properties owned by the Sponsor and its affiliates that were acquired with the funds from the ExchangeRight Secured Loan program, which is further detailed in the Collateral section below. We believe that the risk-adjusted return available to the Trust through investments in ExchangeRight Secured Loans exceeds the returns available from investments with similar liquidity that are consistent with our intent to qualify as a REIT.

Since its inception, ExchangeRight has successfully operated multiple capital funds structured similarly to the ExchangeRight Secured Loans in order to assist the Sponsor in acquiring and syndicating over $7.2 billion of assets under management, the vast majority of which are net-leased portfolios for Section 1031 investors. This structure provides ExchangeRight with additional capitalization to inventory assets on a short-term basis in advance of net-leased-portfolio syndications for 1031 investors. Typically, the average hold period range from initial inventory acquisition and syndication is approximately 60 to 120 days. Once the net-leased portfolio is fully syndicated, the funds are repaid and the process is repeated with each syndication cycle.

The RSLCA is a 5-year commitment with ExchangeRight with a current maximum borrowing capacity of $250 million, which will be increased automatically proportionally to any increase in the Maximum Offering Amount. However, the Trust, through the Operating Partnership, has a right to either increase or lower the amount of the aggregate loan commitment with 60 days' notice to ExchangeRight. In order to provide enhanced, recession-resilient returns on funds invested in the Trust during the period during which we are acquiring properties, our total investments in ExchangeRight Secured Loans may be as much as $250 million (which will be increased automatically proportionally to any increase in the Maximum Offering Amount). Though it is not anticipated, if total investments in ExchangeRight Secured Loans exceed the maximum amount allowed, we will amend the RSLCA to provide additional borrowing capacity.

As collateral for the ExchangeRight Secured Loans, we will receive (collectively, the "**Collateral**"): (i) an amended and restated subordination agreement dated as of the date of this Memorandum by and between ExchangeRight's common equity members and our Operating Partnership, which provides that the payment of any interest, which has been accrued and is currently owed to us, will be senior to the payment of any profit distributions to ExchangeRight's common equity members; and (ii) an amended and restated pledge agreement dated as of the date of this Memorandum by and between ExchangeRight and our Operating Partnership, whereby ExchangeRight will pledge to our Operating Partnership its membership interest in the entity ("**Pledged Entity**") that indirectly owns the properties acquired by ExchangeRight, which pledge provides that, in the event ExchangeRight defaults in the payment of any interest, which has been accrued and is currently owed to us, we will receive the right to execute an assignment of the limited liability company membership interest in the Pledged Entity (such pro rata interest will be based on the actual amount of our capital utilized by the Pledged Entity). The investments in properties may be grouped by ExchangeRight into portfolios at ExchangeRight's discretion and, if additional debt financing is used to acquire or inventory the properties by ExchangeRight, the ExchangeRight Secured Loans will remain backed by the Collateral, but junior to any such debt financing. ExchangeRight expects our loans into the properties to be typically outstanding for approximately 60 to 120 days at a time, which could be longer based on the type of securities offering being made by ExchangeRight and the use of the ExchangeRight Secured Loans by ExchangeRight.

We intend to structure the ExchangeRight Secured Loans in a manner that allows them to be treated as real estate assets for purposes of the REIT asset tests and the interest income that the Trust earns on such loans to be treated as qualifying income for purposes of both the 75% and 95% REIT gross income tests pursuant to the safe harbor set forth in Revenue Procedure 2003-65 (the "**Mezz Safe Harbor**"). If we are unable to structure the ExchangeRight Secured Loans in a manner that satisfies the Mezz Safe Harbor, these loans may still be treated as qualifying real estate assets and the interest income derived from them may still be treated as qualifying income for REIT qualification purposes, but this conclusion is not free from doubt. Although the Trust intends to structure the ExchangeRight Secured Loans in a manner that complies with the REIT requirements, there can be no guarantee the IRS will agree with the intended treatment set forth above in the event we do not strictly comply with the Mezz Safe Harbor.

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OUR OPERATING PARTNERSHIP AGREEMENT

General

Our Operating Partnership was formed on January 9, 2019 to acquire, own and operate properties on our behalf. As part of an UPREIT structure, a property owner may contribute property to our Operating Partnership in exchange for OP Units on a tax deferred basis, allowing them to defer taxable gain that would otherwise be recognized by them upon the disposition of their property. Our Operating Partnership is structured to make distributions with respect to OP Units that are intended to be equivalent to the distributions made to holders of our common shares. As described below, a limited partner in our Operating Partnership may require our Operating Partnership to redeem his or her OP Units for cash or, in our sole discretion, common shares in a taxable transaction exchangeable for an equal number of our common shares, subject to adjustment under certain circumstances.

We are the sole general partner of our Operating Partnership. As the sole general partner of our Operating Partnership, we have the exclusive power to manage and conduct the business of our Operating Partnership. Generally, we must hold substantially all of our assets through our Operating Partnership, including through subsidiaries of our Operating Partnership, and we must contribute the proceeds of all securities that we issue, either in this offering or in the future, to our Operating Partnership in exchange for OP Units with equivalent distribution rights. We may also cause our Operating Partnership to issue additional OP Units or other partnership interests having such terms and conditions as we, as the general partner of our Operating Partnership, may approve and, under certain circumstances, we may permit other persons, including the DST programs sponsored by ExchangeRight that own the ExchangeRight DST Properties or other programs sponsored by our Sponsor, to merge into our Operating Partnership or cause the exchange or conversion of interests in such programs for additional OP Units or other classes or series of partnership interest in our Operating Partnership.

Any such issuance of securities in us, including additional common shares or additional OP Units, including by merger, exchange or conversion, ultimately could result in the issuance of a substantial number of common shares or OP Units, thereby diluting the percentage ownership interest of our limited partners or common shareholders.

The following is a summary of certain provisions of the Amended and Restated Agreement of Limited Partnership of our Operating Partnership, as amended (the "**OP Agreement**"). This summary is not complete and is qualified by the specific language in our OP Agreement. You may obtain a copy of our OP Agreement free of charge upon your request.

General Partner

We are the general partner of our Operating Partnership. We have the exclusive power to manage and conduct the business and affairs of our Operating Partnership except where the consent of limited partners is expressly required by the OP Agreement. We may not be removed as the general partner of our Operating Partnership without our consent unless we dissolve or file for bankruptcy. Except in connection with a permitted transfer of our general partnership interest in the Operating Partnership described below under "*—Transferability of Interests*," we may not withdraw as the general partner of our Operating Partnership or transfer our interest as general partner without the approval of limited partners holding a majority of the OP Units then held by limited partners (including us and our affiliates).

We hold one percent of the total OP Units that we own as a general partnership interest. We hold the remaining OP Units as a limited partner and, as such, are entitled to vote together with the limited partners with respect to such OP Units.

Capital Contributions

As we accept subscriptions for common shares, we will transfer the net investment proceeds of the offering to our Operating Partnership. We will be deemed to have made capital contributions in the amount of the gross offering proceeds received from investors and our Operating Partnership will be deemed to have simultaneously paid any commissions, fees or other costs associated with the offering deducted from the gross offering proceeds received by us from investors. If our Operating Partnership requires additional funds at any time in excess of capital contributions made by us, or from borrowings, we may cause our Operating Partnership to borrow funds from a financial institution or other lender or we may elect to borrow funds and lend such funds to our Operating Partnership on the same terms

and conditions as are applicable to our borrowing of such funds. In addition, we are authorized to cause our Operating Partnership to issue OP Units or partnership interests of any other class or series (a) in connection with our issuance of common shares or shares of beneficial interest of any other class or series authorized by our Trustee, (b) upon the conversion, redemption, or exchange of any debt or securities issued by our Operating Partnership, (c) for less than fair market value or for no consideration, (d) in connection with a merger or consolidation of our Operating Partnership or (e) upon contribution of property or assets to our Operating Partnership.

Classes of Units

Our Operating Partnership is currently authorized to issue partnership interests, OP Units, which have been separated into Class A Common Units, Class ER-I Common Units, Class ER-D Common Units, Class ER-A Common Units, Class ER-S Common Units, Class I Common Units, Class S Common Units, and Class D Common Units, NLP Common Units, which shall be issued in separate series (each, a "**Series**") and the special limited partner interest held by an affiliate of ExchangeRight. In general, the OP Units are intended to correspond on a one-for-one basis with our common shares, so that each Class I Common Unit entitles the holder thereof to the rights of a holder of a Class I Common Unit as provided in the OP Agreement and which corresponds to a Class I Common Share of the Trust and each Class A Common Unit, Class ER-I Common Units, Class ER-D Common Units, Class ER-A Common Units, Class ER-S Common Units, Class S Common Unit, and Class D Common Unit, entitles the holder thereof to the rights of a holder of a Class A Common Unit, Class ER-I Common Unit, Class ER-D Common Unit, Class ER-A Common Unit, Class ER-S Common Unit, Class S Common Unit, and Class D Common Unit, as provided in the OP Agreement and which corresponds to a Class A Common Share, Class ER-I Common Share, Class ER-D Common Share, Class ER-A Common Share, Class ER-S Common Share, Class S Common Share, or and Class D Common Share of the Trust, and which Class A Common Units, Class ER-I Common Units, Class ER-D Common Units, Class ER-A Common Units, Class ER-S Common Units, Class I Common Units, Class S Common Units, and Class D Common Units are identical except for the Class A Common Share, Class ER-I Common Share, Class ER-D Common Share, Class ER-A Common Share, Class ER-S Common Share, Class S Common Share, and Class D Common Share Conversion Rights. When we receive proceeds from the sale of our common shares, we must contribute such proceeds to the Operating Partnership and receive OP Units. When we receive proceeds from the sale of shares of beneficial interest of any other class or series, we must contribute such proceeds to the Operating Partnership and receive Operating Partnership units with distribution rights that correspond to the class of shares of beneficial interest sold.

In general, each OP Unit will share in distributions from the Operating Partnership when such distributions are declared by us, the general partner, which decision will be made in our sole discretion. Upon liquidation of the Operating Partnership, after payment of, or adequate provision for, debts and obligations of the Operating Partnership, including any partner loans or preferred returns owed to holders of any preferred units of limited partnership interest, and after payment of any accrued performance distribution to our affiliate as holder of the special limited partner interest, any remaining assets of the Operating Partnership shall be distributed among the holders of OP Units ratably in proportion to their respective capital accounts. In addition, a portion of the items of income, gain, loss and deduction of the Operating Partnership for U.S. federal income tax purposes will be allocated to each partnership unit, regardless of whether any distributions are made by the Operating Partnership.

For each OP Unit, investors generally will be required to contribute money or property, with a net equity value determined by the general partner. Holders of OP Units will not be obligated to make additional capital contributions to the Operating Partnership. Further, these holders will not have the right to make additional capital contributions to the Operating Partnership or to purchase additional OP Units without our consent as general partner.

NLP Common Units

The NLP Common Units were created to facilitate the acquisition by the Operating Partnership of certain DSTs through the issuance of units of Series of NLP Common Units as consideration for the acquisition of such DSTs to support the Operating Partnership's anticipated future growth. The NLP Common Units are a new class of common unit of the Operating Partnership, which also constitute Junior Units of the Operating Partnership (as defined in the OP Agreement), entitling the holder thereof to the rights of a common unit as provided in the OP Agreement. The NLP Common Units will be issued in separate Series. Each Series of NLP Common Units designated is considered a separate Series of NLP Common Units for purposes of the OP Agreement, entitling the holders of each Series, except as otherwise set forth in the OP Agreement, with the rights and obligations of the holders of an NLP Common Unit.

With respect to distributions payable to Junior Units under the OP Agreement, the holders of each Series of NLP Common Units are entitled to share in amounts distributable to the holders of Junior Units, with the amount(s) of such distribution(s) to the holders of each Series of NLP Common Units to be determined by the Trust, as general partner, in its sole and absolute discretion including whether to determine or change, at any time or from time to time, the amount or rate of, or manner of calculating, the distribution(s) payable to holders of each Series of NLP Common Units. Each distribution payable to the holders of each Series of NLP Common Units will be made among such holders, pro rata, in accordance with their respective percentage interests in the applicable Series of NLP Common Units, in each case as of the record date for such distribution. The amount of any distribution payable to a holder of a Series of NLP Common Units may be different than the amount of any distribution payable to the holders of any other class or Series of Junior Units. The holders of each Series of NLP Common Units do not have any rights to convert their units into units of any other class or Series of units of, or any other securities or partnership interests in, the Operating Partnership. Notwithstanding any contrary provision in the OP Agreement, the holders of each Series of the NLP Common Units will not have any redemption rights as set forth in Section 8.5 of the OP Agreement. The Trust, as the general partner, will have the authority, exercisable at any time in its sole and absolute discretion to provide redemption rights pursuant to Section 8.5 of the OP Agreement to the holders of one or more Series of NLP Common Units. Upon a determination by the Trust to provide redemption rights, the Trust will give prompt written notice thereof to each holder of the Series of NLP Common Units to which redemption rights are granted, but in no event later than five business days after the date the Trust takes action to provide such redemption rights.

Special Limited Partner Interest

ExchangeRight Income Fund GP, LLC, an affiliate of ExchangeRight, holds a special limited partner interest in the Operating Partnership that entitles it to receive 20% of all amounts otherwise available for distribution from our Operating Partnership to holders of OP Units, after holders of OP Units have received a 7% non-compounded return on all such capital contributions (the "**Hurdle Amount**") and a return of all capital contributions with respect to such OP Units.

Specifically, distributions from our Operating Partnership shall be allocated as follows:

- *First*, to any partnership interests that may hereafter be issued by our Operating Partnership that are entitled to any preference in distribution ("**Preferred Units**"), in accordance with the respective rights of the holders of such class of Preferred Units, and, within each such class of Preferred Units, among the holders of such class, pro rata in proportion to their respective percentage interests of such class;

- *Second*, to any OP Units in accordance with the respective rights of the holders of each such class of OP Units, and, within each such class of Junior Units, among the holders of each such class, pro rata in proportion to their respective percentage interests of such class, until the holders of OP Units have received, in the aggregate, cash distributions from our Operating Partnership equal to the Hurdle Amount;

- *Third*, to any OP Units in accordance with the respective rights of the holders of each such class of OP Units, and, within each such class of OP Units, among the holders of each such class, pro rata in proportion to their respective percentage interests of such class, until the holders of OP Units have received, in the aggregate, cash distributions from our Operating Partnership equal to their initial capital contribution; and

- *Thereafter*, 80% to the holders of OP Units in accordance with the respective rights of the holders of each class of OP Units, and, within each such class of OP Units, among the holders of each such class, pro rata in proportion to their respective percentage interests of such class, and 20% to the special limited partner.

At such time as our common shares, or of the common equity securities of a successor entity in a business combination involving us, have been listed on a national securities exchange and any contractual lockup restrictions entered into by our shareholders in connection with such listing have expired for 180 days, our Operating Partnership will be required to redeem the interest of the special limited partner in our Operating Partnership in exchange for, at our option, cash or a number of common shares (or such common equity securities) having a market value equal to 20% of the amount by which (i) the sum of the market value of our outstanding common shares and OP Units plus total cash distributions made on our common shares and OP Units (including any cash paid upon redemption of any OP Units as described below) exceeds (ii) the sum of our common shareholders' and OP Unitholders' invested capital plus total distributions required to be made to our common shareholders and OP Unitholders in order to pay the

shareholders and OP Unitholders a 7% cumulative, non-compounded annual return on invested capital, reduced by any amounts previously distributed to the special limited partner. The market value of a common share or OP Unit for purposes of determining the redemption price of the special limited partner's interest in our Operating Partnership will be the volume-weighted average trading price per common share over the 30-day period ending on the redemption date.

Upon a merger or other business combination of us or our Operating Partnership, or both, in which our common shareholders receive only cash, securities that have been, as of the closing date of such transaction, listed on a national securities exchange for at least 180 days, or a combination thereof, our Operating Partnership will be required to redeem the interest of the special limited partner in our Operating Partnership in exchange for consideration of the same type as is received by our common shareholders in such transaction (and if our common shareholders receive a mix of cash and listed securities, or have the right to elect the form of consideration to be received in such transaction, consideration in the combination of types received by a plurality of our common shareholders), having a value equal to 20% of the amount by which (i) the value of all consideration paid to our common shareholders and limited partners in exchange for outstanding common shares and OP Units, plus total cash distributions made on our common shares and OP Units prior to such transaction (including any cash paid upon redemption of any OP Units as described below), exceeds (ii) the sum of our common shareholders' and OP Unitholders' invested capital plus total distributions required to be made to our common shareholders and OP Unitholders in order to pay the shareholders and OP Unitholders a 7% cumulative, non-compounded annual return on invested capital, reduced by any amounts previously distributed to the special limited partner. The value of any consideration paid to our common shareholders and limited partners in the form of listed securities for purposes of determining the redemption price of the special limited partner's interest in our Operating Partnership will be the volume-weighted average trading price per share over the 30-day period ending on the redemption date.

The special limited partner will be entitled to cash distributions in amounts sufficient to enable the special limited partner and its individual members to pay federal, state and local tax liability arising as a result of allocations of tax items of partnership income or gain to the special limited partner if and to the extent that the amount of such tax liability exceeds the total amount of cash distributed to the special limited partner for such taxable year, and any amount so distributed will reduce future distributions to the special limited partner. If the special limited partner's interest in our Operating Partnership is redeemed as described above in exchange for consideration other than cash, the redemption price paid to the special limited partner will be reduced for the reasonably estimated amount of such cash distributions.

OP Units held by us will not be treated as outstanding or having received any distributions for purposes of calculating the redemption price for the special limited partnership interest.

Operations

Our OP Agreement requires that our Operating Partnership be operated in a manner that will enable us to (1) satisfy the requirements for being classified as a REIT for tax purposes, (2) avoid any federal income or excise tax liability, and (3) ensure that our Operating Partnership will not be classified as a "publicly-traded partnership" for purposes of Section 7704 of the Code, which classification could result in our Operating Partnership being taxed as a corporation, rather than as a partnership. See "Certain U.S. Federal Income Tax Considerations—Tax Aspects of Our Operating Partnership—Classification as a Partnership."

Provisions in our OP Agreement may delay or make more difficult unsolicited acquisitions of us or changes in our control. These provisions could discourage third parties from making proposals involving an unsolicited acquisition of us or change of our control, although some shareholders might consider such proposals, if made, desirable. These provisions also make it more difficult for third parties to alter the management structure of our Operating Partnership without the concurrence of our Trustee. These provisions include, among others:

- redemption rights of limited partners and certain assignees of OP Units;
- transfer restrictions on partnership interests, including the OP Units;
- a requirement that we may not be removed as the general partner of our Operating Partnership without our consent;

- our ability in some cases to amend the OP Agreement and to cause our Operating Partnership to issue preferred partnership interests in our Operating Partnership with terms that we may determine, in either case, without the approval or consent of any limited partner; and

- the right of the limited partners to consent to certain transfers of our general partnership interest (whether by merger, consolidation or other business combination).

Distributions and Allocations of Profits and Losses

Our OP Agreement provides that our Operating Partnership will distribute cash to its partners at such times and in such amounts we, as general partner, determine. We expect that our Operating Partnership will make monthly distributions at the same times as distributions are made to holders of our common shares. See "*Distribution Policy*." The effect of these distributions is intended to be that a holder of one OP Unit will receive the same amount of annual cash flow distributions as the amount of annual distributions made to the holder of one common share.

Similarly, our OP Agreement provides that profits and taxable income are allocated to the partners of our Operating Partnership in accordance with their relative percentage interests. Subject to compliance with the provisions of Sections 704(b) and 704(c) of the Code and corresponding Treasury Regulations, the effect of these allocations will be that a holder of one OP Unit will be allocated, to the extent possible, taxable income for each taxable year in an amount equal to the amount of taxable income to be recognized by a holder of one of our common shares. Losses, if any, will generally be allocated among the partners in accordance with their respective percentage interests in our Operating Partnership.

If our Operating Partnership liquidates, debts and other obligations must be satisfied before the partners may receive any distributions. Any distributions to partners then will be made to partners in accordance with their respective positive capital account balances. If we were to have a negative balance in our capital account following a liquidation, we would be obligated to contribute cash to our Operating Partnership equal to such negative balance for distribution to other partners, if any, having positive balances in such capital accounts.

Rights, Obligations and Powers of the General Partner

As our Operating Partnership's general partner, we generally have complete and exclusive discretion to manage and control our Operating Partnership's business and to make all decisions affecting its assets. This authority generally includes, among other things, the authority to:

- enter into agreements or engage in transactions with affiliates of our Operating Partnership or the general partner;
- issue additional partnership interests in one or more classes or series, including any class or series of Preferred Units and additional series of OP Units, and to set the terms of such class or series of units;

- make distributions;

- incur or guarantee debt;

- maintain insurance coverage in amounts and types as we determine is necessary;

- sell, pledge, lease, mortgage or otherwise dispose of all, substantially all or any portion of our Operating Partnership's assets; and

- form or acquire interests in joint ventures.

In addition to the administrative and operating costs and expenses incurred by our Operating Partnership in acquiring and operating real properties, we, as general partner of our Operating Partnership, in our sole discretion, shall be

reimbursed for all of our administrative and operating costs and expenses, and such expenses will be treated as expenses of our Operating Partnership. Such expenses will include:

- all expenses relating to the formation and continuity of our existence;
- all expenses relating to this or any future offering of our securities;
- all expenses associated with the preparation and filing of any periodic reports by us under federal, state or local laws or regulations;
- all expenses associated with compliance by us with applicable laws, rules and regulations;
- all costs and expenses relating to any issuance or redemption of partnership interests; and
- all of our other operating or administrative costs incurred in the ordinary course of our business on behalf of our Operating Partnership.

Redemption Rights

Subject to certain limitations described below, limited partners and certain other holders of OP Units have the right to cause their OP Units to be redeemed by our Operating Partnership for cash, unless we, in our sole discretion, elect to purchase such OP Units for cash or in exchange for common shares. Unless we elect to acquire the OP Units tendered for redemption in exchange for common shares as described below, the cash redemption price or purchase price, as the case may be, will be equal to the cash value, determined as described in our OP Agreement, of an equal number of our common shares, subject to adjustment under certain circumstances. Alternatively, at our sole discretion, we may elect to purchase OP Units tendered for redemption in exchange for an equal number of our common shares, subject to adjustment under certain circumstances. These redemption rights may not be exercised, however, if and to the extent that the delivery of common shares upon our election to acquire the OP Units in exchange for common shares (and regardless of whether we elect to exercise such option) would (1) result in any person owning common shares in excess of our ownership limits, (2) result in shares of beneficial interest in us being owned by fewer than 100 persons, (3) cause us to be "closely held" within the meaning of Section 856(h) of the Code or otherwise fail to qualify as a REIT, or (4) cause us to cease to qualify as a "domestically-controlled REIT"; or (5) until our common shares are listed or traded on a national securities exchange (or we meet an alternative exemption to avoid our assets being deemed to be "plan assets" under ERISA), result in the Trust failing to meet the Insignificant Participation Exception. See "*Description of Shares—Restrictions on Ownership and Transfer*."

Subject to the foregoing, limited partners of our Operating Partnership may exercise their redemption rights at any time after the date such limited partner first became a limited partner of our Operating Partnership. However, a limited partner may not deliver more than two redemption notices each calendar year and may not exercise a redemption right for less than 1,000 OP Units, unless such limited partner holds less than 1,000 OP Units, in which case, it must exercise its redemption right for all of its OP Units.

At any time when the aggregate partnership interests of the limited partners of our Operating Partnership (other than partnership interests held by us and other affiliates of our Sponsor) are less than 1% of the outstanding percentage interests of all classes and series of interests in our Operating Partnership, we shall have the right, but not the obligation to purchase any and all outstanding OP Units held by a limited partner by delivering written notice to the limited partner of our election thereof. We may elect to pay cash or common shares for the OP Units pursuant to the procedures applicable to a redemption exercised by the limited partner, except that the limitations with respect to the length of time such limited partner held its OP Units or the number of OP Units held by such limited partner shall not apply to a purchase initiated by us.

Amendments to Our Operating Partnership Agreement

Our consent, as the general partner of our Operating Partnership, is required for any amendment to our OP Agreement. We, as the general partner of our Operating Partnership, and without the consent of any limited partner, may amend our OP Agreement in any manner, except that the consent of limited partners holding a majority of the OP Units then

held by limited partners (including us) is required to amend the OP Agreement, whether by merger, consolidation or otherwise, if the amendment:

- affects the redemption right of OP Units in a manner adverse to the limited partners;
- would adversely affect the rights of the limited partners to receive the distributions payable to them pursuant to our OP Agreement (other than the issuance of additional limited partnership interests);
- would alter the allocations of our Operating Partnership's profit and loss to the limited partners (other than the issuance of additional limited partnership interests); or
- would impose on the limited partners any obligation to make additional capital contributions to our Operating Partnership.

In addition, any amendment to our OP Agreement, whether by merger, consolidation or otherwise, that would materially and adversely affect the rights of our special limited partner to receive the distributions payable to it pursuant to our OP Agreement (other than the issuance of additional limited partnership interests) must be approved by our special limited partner.

Mergers and Other Business Combinations

Any merger, consolidation, conversion, division or sale of all or substantially all of the assets of our Operating Partnership outside of the ordinary course of its business must be approved by us, as the general partner of our Operating Partnership, and the limited partners holding a majority of the outstanding OP Units then held by limited partners (including us) unless:

- Substantially all of our Operating Partnership's assets will continue to be owned by the surviving or successor entity, the limited partners holding OP Units immediately before the transaction will hold a percentage interest in the surviving or successor entity based on the relative fair market value of the net assets of our Operating Partnership and the other net assets of the surviving or successor entity immediately before the event, and the rights of the limited partners that hold OP Units following the transaction will be at least as favorable as the rights of the limited partners that hold OP Units in our Operating Partnership immediately before the transaction; or
- The merger, consolidation, conversion, division or sale of assets in connection with a transfer of our general partnership interest in the Operating Partnership that may be effected without approval of the limited partners, as described below under "*—Transferability of Interests.*"

Termination of Our Operating Partnership

Our Operating Partnership will have perpetual duration, unless it is dissolved earlier upon the first to occur of the following:

- we declare for bankruptcy or withdraw from the partnership, unless the remaining partners decide to continue the partnership; or
- we, as the general partner, elect to dissolve our Operating Partnership.

Transferability of Interests

We may not engage in any merger, consolidation or other business combination or otherwise transfer our general partnership interest in our Operating Partnership (except to a wholly-owned subsidiary or pursuant to a transaction that does not require the approval of our common shareholders under applicable law or the rules of any national securities exchange on which our common shares are listed or traded), without the approval of the limited partners holding a majority of the outstanding OP Units then held by limited partners (including us), unless the transaction in which such withdrawal, business combination or transfer occurs results in either:

- Holders of OP Units receive or have the right to elect to receive, for each OP Unit, the greatest amount of cash, securities or other property paid to a holder of one common share (subject to adjustment in accordance with the partnership agreement) in the transaction and, if a purchase, tender or exchange offer is made and accepted by holders of our common shares in connection with the event, each holder of OP Units receives, or has the right to elect to receive, the greatest amount of cash, securities or other property that the holder would have received if it had exercised its redemption right and received common shares in exchange for its OP Units immediately before the expiration of the purchase, tender or exchange offer and had accepted the purchase, tender or exchange offer; or

- Substantially all of our Operating Partnership's assets will continue to be owned by the surviving or successor entity following the transaction (which may be our Operating Partnership), the limited partners holding OP Units immediately before the transaction will hold a percentage interest in the surviving or successor entity based on the relative fair market value of the net assets of our Operating Partnership and the other net assets of the surviving or successor entity immediately before the event, and the rights of the limited partners that hold OP Units in our Operating Partnership or the successor entity following the transaction are at least as favorable as the rights of the limited partners that hold OP Units in our Operating Partnership immediately prior to the transaction, which rights must include a right to require the surviving or successor entity to redeem their interests in exchange for cash or listed common equity securities of the successor general partner or other person controlling the surviving or successor entity having a value equal to the consideration described in the preceding bullet, or, if the common equity securities of the person controlling the surviving or successor entity are not publicly traded, cash in an amount equal to the fair market value of their OP Units at the time of such redemption, as determined at least once every calendar quarter by an independent appraisal firm.

With certain exceptions for transfers to certain immediate family members or entities controlled by the limited partner or his or her immediate family members, a limited partner may not transfer its interests in our Operating Partnership, in whole or in part, without our written consent as general partner.

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CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

General

The following is a summary of material U.S. federal income tax considerations relating to our qualification and taxation as a REIT which may be material to a purchaser of our shares. This summary is based on current law, is for general information only, does not address all possible tax considerations that may be material or relevant to such a purchaser and is not tax or legal advice. Also, this summary does not deal with all tax aspects that might be relevant to any such purchaser in light of the purchaser's particular circumstances, nor does it deal with particular types of purchasers that may be subject to special treatment under the U.S. federal income tax laws, such as insurance companies, those acquiring securities through the exercise of stock options or otherwise as compensation, tax-exempt organizations (except as provided below), financial institutions or broker-dealers, persons purchasing our equity as part of a hedge, straddle or other risk reduction, constructive sale or conversion transaction, or shareholders that are not "U.S. stockholders" except as expressly set forth below. Accordingly, this summary may not contain all of the information that may be pertinent to you.

EACH PROSPECTIVE PURCHASER IS ADVISED TO CONSULT WITH SUCH PROSPECTIVE PURCHASER'S TAX ADVISOR REGARDING THE SPECIFIC TAX CONSEQUENCES TO SUCH PROSPECTIVE PURCHASER OF THE PURCHASE, OWNERSHIP AND SALE OF SECURITIES OF THE TRUST, INCLUDING THE U.S. FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX CONSEQUENCES OF SUCH PURCHASE, OWNERSHIP OR SALE AND OF POTENTIAL CHANGES IN APPLICABLE TAX LAWS.

Taxation of the Trust

We have elected to be taxed as a REIT under Sections 856 through 860 of the Code, which are highly complex, beginning with our taxable year ending 2019.

We intend to conduct our business operations as of the inception of our activities in a manner that allows to operate as REIT, and we intend to operate our business in conformity with these requirements so as to maintain our status as a REIT. Given the highly complex nature of the rules governing REITs, the ongoing importance of factual determinations, and the possibility of future changes in our circumstances, however, no assurance can be given by us that we will be able to maintain our REIT status for any particular year.

If we continue to qualify for taxation as a REIT, we generally will not be subject to federal corporate income taxes on that portion of our ordinary income or capital gain that we distribute currently to our shareholders, because the REIT provisions of the Code generally allow a REIT to deduct distributions paid to its shareholders. This substantially eliminates the federal "double taxation" on earnings (taxation at both the corporate level and the shareholder level) that usually results from an investment in a corporation.

We intend to continue to operate in such a manner so as to qualify for taxation as a REIT, but no assurance can be given that we will qualify or remain qualified as a REIT. Pursuant to our Declaration of Trust, our Trustee has the authority to make any tax elections on our behalf that, in its sole judgment, are in our best interest. This authority includes the ability to elect for us not to qualify as a REIT for federal income tax purposes or, after qualifying as a REIT to revoke or otherwise terminate our status as a REIT. In addition, our Trustee has the authority to waive any restrictions and limitations contained in our Declaration of Trust that are intended to preserve our status as a REIT during any period in which our Trustee determines not to pursue or preserve our status as a REIT.

Although REITs continue to receive favorable tax treatment unavailable to other entities taxed as corporations, it is possible that future legislation would cause REIT status to be a less advantageous tax status for entities that invest in real estate, and it could become more advantageous for such companies to elect to be taxed as a corporation for federal income tax purposes. As a result, our Declaration of Trust provides our Trustee with the ability, under certain

circumstances, to elect not to qualify us as a REIT or, after we have qualified as a REIT, to revoke or otherwise terminate our REIT election and cause us to be taxed as a corporation, without the vote of our shareholders. Our Trustee has fiduciary duties to us and to all investors and could only cause such changes in our tax treatment if it determines in good faith that such changes are in the best interest of our shareholders.

In addition to the tax treatment described above, as a result of the TCJA and the OBBBA, our non-corporate shareholders are eligible to receive a tax deduction equal to 20% of the distributions we make that are characterized as ordinary dividends for purposes of computing their federal income taxes.

If we continue to qualify for taxation as a REIT, we are subject to federal income taxation as follows:

- we are taxed at regular corporate rates on our undistributed REIT taxable income, including undistributed net capital gains;

- if we have net income from the sale or other disposition of "foreclosure property" that is held primarily for sale to customers in the ordinary course of business or other non-qualifying income from foreclosure property, we will be subject to tax at the highest corporate rate on that income. Foreclosure property generally is property acquired on foreclosure or otherwise as a result of a default on a loan secured by such real property or on a lease of such property;

- if we have net income from prohibited transactions (which are, in general, sales or other dispositions of property other than foreclosure property held primarily for sale to customers in the ordinary course of business), our income from such prohibited transaction will be subject to a 100% tax;

- if we fail to satisfy either of the 75% or 95% gross income tests (discussed below) but have nonetheless maintained our qualification as a REIT because applicable conditions have been met, we will be subject to a 100% tax on an amount equal to the greater of the amount by which we fail the 75% or 95% test multiplied by a fraction calculated to reflect our profitability;

- if we fail to distribute during each year at least the sum of (a) 85% of our REIT ordinary income for the year, (b) 95% of our REIT capital gain net income for such year and (c) any undistributed taxable income from prior periods, we will be subject to a 4% excise tax on the excess of the required distribution over the amounts actually distributed;

- if we fail to satisfy the asset requirements that are required to be satisfied for REIT qualification but nonetheless maintain our qualification as a REIT because certain other requirements have been met, we may be subject to a U.S. federal tax that would be the greater of (a) $50,000 or (b) an amount determined by multiplying the highest rate of U.S. federal income tax for corporations by the net income generated by the assets which caused us to fail to satisfy the applicable requirements for the period beginning on the first date of the failure and ending on the day we dispose of such assets (or otherwise satisfy the requirements for maintaining REIT qualification);

- if we fail to satisfy one or more requirements for REIT qualification, other than the 95% and 75% gross income requirements and other than the asset requirements, but nonetheless maintain our qualification as a REIT because certain other requirements have been met, we may be subject to a $50,000 penalty for each failure;

- if we engage in any transactions with our subsidiaries that are not at arm's length, we may be subject to a 100% excise tax;

- if we hold an interest in a TRS, that subsidiary will be taxable at the ordinary corporate income taxes applicable to corporations; and

- if we acquire any asset from a C corporation (i.e., a corporation generally subject to corporate-level tax) in a carryover-basis transaction and we subsequently recognize gain on the disposition of the asset during the five-year period beginning on the date on which we acquired the asset, then a portion of the gains may be subject to tax at the highest regular corporate rate, pursuant to guidelines issued by the IRS.

In addition, we may be subject to a variety of other taxes, including payroll taxes and state, local and foreign income, property and other taxes on assets and operations. We also could be subject to tax in situations and on transactions not presently contemplated.

Requirements for Qualification as a REIT

In order for us to continue to qualify as a REIT, we must continue to meet the requirements discussed below relating to our organization, sources of income, nature of assets, distributions of income to our shareholders and recordkeeping.

Organizational Requirements

In order to continue to qualify for taxation as a REIT under the Code, we must:

- be a domestic corporation or other association otherwise taxed as a corporation;

- elect to be taxed as a REIT and satisfy relevant filing and other administrative requirements;

- be managed by one or more trustees;

- have transferable shares or other certificates of beneficial interest;

- not be a financial institution or an insurance company;

- use a calendar year for federal income tax purposes;

- have at least 100 shareholders for at least 335 days of each taxable year of twelve months;

- satisfy certain asset, gross income, distribution and other requirements; and

- not be closely held (i.e., at any time during the last half of any taxable year, more than 50% in value of our outstanding capital stock must not be owned, directly or indirectly through the application of certain attribution rules, by five or fewer "individuals," as such term is defined in the Code to include certain entities).

As a Maryland statutory trust, we satisfy the first requirement, and we have elected to be taxed as a REIT with the IRS. In addition, we are managed by our Trustee, we have transferable shares (subject to allowable restrictions to maintain REIT qualification) and we do not intend to operate as a financial institution or insurance company. We utilize the calendar year for federal income tax purposes. We would be treated as closely held only if five or fewer individuals or certain tax-exempt entities own, directly or indirectly, more than 50% (by value or number) of our shares at any time during the last half of our taxable year. For purposes of the closely held test, the Code generally requires a look-through for pension funds and certain other tax-exempt entities to the beneficiaries of the entity to determine if a REIT is closely held. We met the requirement of having more than 100 shareholders by January 30, 2020, the first taxable year in which the requirement applied to us, and we have met, or intend to meet, such requirement for each subsequent taxable year. In addition, our Declaration of Trust provides for restrictions regarding the restrictions on ownership and transfer of shares that are intended to assist us in continuing to satisfy these share ownership requirements. Such transfer restrictions are described in "*Description of Shares—Restrictions on Ownership and Transfer*." These restrictions provide that any shares owned in excess of certain limitations will be automatically transferred to a charitable trust for the benefit of one or more charitable beneficiaries, and that transfers in violation of these restrictions may result in the transferred shares being transferred to a charitable trust or the transfer

being void. Based on the foregoing, we believe that we currently satisfy the organizational requirements, including the share ownership requirements, required for qualifying as a REIT under the Code. Notwithstanding compliance with the share ownership requirements outlined above, tax-exempt shareholders may be required to treat all or a portion of their distributions from us as unrelated business taxable income ("**UBTI**") if tax-exempt shareholders, in the aggregate, exceed certain ownership thresholds set forth in the Code. See "*—Treatment of Tax-Exempt Shareholders*" below.

Ownership of Interests in Partnerships and Qualified REIT Subsidiaries

In the case of a REIT that is a partner in a partnership, Treasury Regulations provide that the REIT is deemed to own its proportionate share, based on its interest in partnership capital, of the assets of the partnership and is deemed to have earned its allocable share of partnership income. Also, if a REIT owns a qualified REIT subsidiary, which is defined as a corporation wholly-owned by a REIT that does not elect to be taxed as a TRS under the Code, the REIT will be deemed to own all of the subsidiary's assets and liabilities and it will be deemed to be entitled to treat the income of that subsidiary as its own (i.e., the subsidiary is disregarded). In addition, the character of the assets and gross income of the partnership or qualified REIT subsidiary will retain the same character in the hands of the REIT for purposes of satisfying the gross income tests and asset tests set forth in the Code. While we intend to continue to operate in conformity with the REIT requirements and in a manner that will allow us to maintain our REIT status, no assurance can be given that the actual results of our (and the Operating Partnership's) operations for any taxable year will allow us to satisfy such requirements or that we will be able to maintain our status as a REIT. Moreover, while we believe our Operating Partnership will be a partnership for federal income tax purposes, no assurances can be given that the IRS will not challenge the classification of our Operating Partnership as a partnership for U.S. federal income tax purposes.

Operational Requirements—Gross Income Tests

To maintain our qualification as a REIT, we must, on an annual basis, satisfy the following gross income requirements:

- At least 75% of our gross income, excluding gross income from prohibited transactions, for each taxable year must be derived directly or indirectly from investments relating to real property or mortgages on real property. Gross income includes "rents from real property" and, in some circumstances, interest, but excludes gross income from dispositions of property held primarily for sale to customers in the ordinary course of a trade or business. Such dispositions are referred to as "prohibited transactions." This is known as the "**75% Income Test**".

- At least 95% of our gross income, excluding gross income from prohibited transactions, for each taxable year must be derived from the real property investments described above and from distributions, interest and gains from the sale or disposition of stock or securities or from any combination of the foregoing. This is known as the "**95% Income Test**".

The rents we receive, or that we are deemed to receive, qualify as "rents from real property" for purposes of satisfying the gross income requirements for a REIT only if the following conditions are met:

- the amount of rent received from a tenant generally must not be based in whole or in part on the income or profits of any person; however, an amount received or accrued generally will not be excluded from the term "rents from real property" solely by reason of being based on a fixed percentage or percentages of gross receipts or sales;

- rents received from a tenant will not qualify as "rents from real property" if an owner of 10% or more of the Trust directly or constructively owns 10% or more of the tenant or a subtenant of the tenant (in which case only rent attributable to the subtenant is disqualified);

- if rent attributable to personal property leased in connection with a lease of real property is greater than 15% of the total rent received under the lease, then the portion of rent attributable to the personal property will not qualify as "rents from real property"; and the Trust must not operate or manage the property or furnish or render services to tenants, other than through an "independent contractor" who is adequately compensated and from whom the Trust does not derive any income. However, we may provide services with respect to its

properties, and the income derived therefrom will qualify as "rents from real property," if the services are "usually or customarily rendered" in connection with the rental of space only and are not otherwise considered "rendered to the occupant." Even if the services with respect to a property are impermissible tenant services, the income derived therefrom will qualify as "rents from real property" if such income does not exceed 1% of all amounts received or accrued with respect to that property.

We will be paid interest on the loans that we make or acquire and we intend to make or acquire loans (including the ExchangeRight Secured Loans) in a manner such that all of the interest earned therefrom should qualify under the 95% Income Test. If a mortgage loan is secured exclusively by real property, all of such interest will also qualify for the 75% Income Test. If both real property and other property secure the mortgage loan, then all of the interest on such mortgage loan will also qualify for the 75% Income Test if the amount of the loan did not exceed the fair market value of the real property at the time of the loan commitment.

We will originate or acquire secured loans, including the ExchangeRight Secured Loans. Secured loans are loans secured by equity interests in an entity that directly or indirectly owns real property, rather than by a direct mortgage of the real property. In Revenue Procedure 2003-65, the IRS established a safe harbor under which loans secured by a first priority security interest in ownership interests in a partnership or limited liability company owning real property will be treated as real estate assets for purposes of the REIT asset tests described below, and interest derived from those loans will be treated as qualifying income for both the 75% and 95% Income Tests, provided several requirements are satisfied. Although Revenue Procedure 2003-65 provides a safe harbor on which taxpayers may rely, it does not prescribe rules of substantive tax law. We will attempt to structure our secured loans, including the ExchangeRight Secured Loans, to meet all of the requirements for reliance on the safe harbor. However, even if some of our secured loans do not meet all of these requirements, and to the extent any secured loans that we originate or acquire do not qualify for the safe harbor described above, the interest income from such loans will be qualifying income for purposes of the 95% Income Test, but there is a risk that such interest income will not be qualifying income for purposes of the 75% Income Test.

If we acquire ownership of property by reason of the default of a borrower on a loan or possession of property by reason of a tenant default, and if the property qualifies and we elect to treat it as foreclosure property, the income from the property will qualify under the 75% Income Test and the 95% Income Test notwithstanding its failure to satisfy these requirements for three years, or if extended for good cause, up to a total of six years. In that event, we must satisfy a number of complex rules, one of which is a requirement that we operate the property through an independent contractor. We will be subject to tax on that portion of our net income from foreclosure property that does not qualify under the 75% Income Test.

Prior to investing the offering proceeds in properties, we may satisfy the 75% Income Test and the 95% Income Test by investing in liquid assets such as government securities or certificates of deposit, but earnings from those types of assets are qualifying income under the 75% Income Test only for one year from the receipt of proceeds. Accordingly, to the extent that offering proceeds have not been invested in properties prior to the expiration of this one-year period, in order to satisfy the 75% Income Test, we may invest the offering proceeds in less liquid investments such as mortgage-backed securities, maturing mortgage loans purchased from mortgage lenders or shares in other REITs. We expect to receive proceeds from the offering in a series of closings and to trace those proceeds for purposes of determining the one-year period for "new capital investments." No rulings or regulations have been issued under the provisions of the Code governing "new capital investments," however, so there can be no assurance that the IRS will agree with this method of calculation.

Except for amounts received with respect to certain investments of cash reserves, we anticipate that substantially all of our gross income will be derived from sources that will allow us to satisfy the income tests described above. We can give no assurance in this regard, however. Notwithstanding our failure to satisfy one or both of the 75% and 95% Income Tests for any taxable year, we may still qualify as a REIT for that year if we are eligible for relief under specific provisions of the Code. These relief provisions generally will be available if:

- our failure to meet these tests was due to reasonable cause and not due to willful neglect;
- we attach a schedule of our income sources to our federal income tax return; and

- any incorrect information on the schedule is not due to fraud with intent to evade tax.

It is not possible, however, to state whether, in all circumstances, we would be entitled to the benefit of these relief provisions. For example, if we fail to satisfy the gross income tests because non-qualifying income that we intentionally earn exceeds the limits on this income, the IRS could conclude that our failure to satisfy the tests was not due to reasonable cause. As discussed above in "*—Taxation of the Trust*," even if these relief provisions apply, a tax would be imposed with respect to the excess net income.

Operational Requirements—Asset Tests

At the close of each quarter of our taxable year, we also must satisfy the following tests relating to the nature and diversification of our assets:

- First, at least 75% of the value of our total assets must be represented by real estate assets, cash, cash items and government securities. The term "real estate assets" includes real property, mortgages on real property, shares in other qualified REITs and a proportionate share of any real estate assets owned by a partnership in which we are a partner or of any qualified REIT subsidiary of ours.

- Second, no more than 25% of our total assets may be represented by securities other than those in the 75% asset class.

- Third, except for certain investments in REITs, TRSs and other securities in the 75% asset class, the value of any one issuer's securities that we own may not exceed 5% of the value of our total assets. Additionally, except for certain investments in REITs, TRSs and other securities in the 75% asset class, we may not own more than 10% (by vote or value) of any one issuer's outstanding securities.

- Fourth, the aggregate value of all securities of TRSs held by us may not exceed 25% of the value of our gross assets.

- Fifth, not more than 25% of the value of our total assets may consist of debt instruments issued by "publicly offered REITs" (as defined in the Code) to the extent such debt instruments are not secured by real property or interests in real property.

The 5% test must generally be met for any quarter in which we acquire securities. Further, if we meet the asset tests at the close of any quarter, we will not lose our REIT status for a failure to satisfy the asset tests at the end of a later quarter if such failure occurs solely because of changes in asset values. If our failure to satisfy the asset tests results from an acquisition of securities or other property during a quarter, we can cure the failure by disposing of a sufficient amount of non-qualifying assets within 30 days after the close of that quarter. We maintain, and will continue to maintain, adequate records of the value of our assets to ensure compliance with the asset tests and will take other action within 30 days after the close of any quarter as may be required to cure any noncompliance.

In addition, certain relief provisions are available to REITs to satisfy the asset requirements or to maintain REIT qualification notwithstanding certain violations of the asset and other requirements. One such provision allows a REIT which fails one or more of the asset requirements to nevertheless maintain its REIT qualification if (a) it provides the IRS with a description of each asset causing the failure, (b) the failure is due to reasonable cause and not willful neglect, (c) the REIT pays a tax equal to the greater of (i) $50,000 per failure and (ii) the product of the net income generated by the assets that caused the failure multiplied by the highest applicable corporate tax rate (currently a 21% federal rate), and (d) the REIT either disposes of the assets causing the failure within six months after the last day of the quarter in which it identifies the failure, or otherwise satisfies the relevant asset tests within that time period.

In the case of de minimis violations of the 10% and 5% asset tests, a REIT may maintain its qualification despite a violation of such requirements if (a) the value of the assets causing the violation does not exceed the lesser of 1.0% of the REIT's total assets and $10,000,000, and (b) the REIT either disposes of the assets causing the failure within six months after the last day of the quarter in which it identifies the failure, or the relevant tests are otherwise satisfied within that time period.

We believe that we will comply with the foregoing REIT asset requirements, and we intend to monitor compliance on an ongoing basis. No independent appraisals will be obtained, however, to support our conclusions as to the value of total assets, or the value of any particular security or securities. Moreover, values of some assets may not be susceptible to a precise determination, and values are subject to change in the future. Accordingly, there can be no assurance that the IRS will not contend that our asset holdings do not meet one or more of the REIT asset tests.

Operational Requirements—Annual Distribution Requirement

In order to be taxed as a REIT, we are required to make distributions, other than capital gain distributions, to our shareholders each year in the amount of at least 90% of our REIT taxable income, which is computed without regard to the dividends paid deduction and our capital gain, and at least 90% of our net income, if any (after tax), from foreclosure property, subject to certain other potential adjustments.

While we must generally make distributions in the taxable year to which they relate, we may also pay distributions in the following taxable year if (a) they are declared before we timely file our federal income tax return for the taxable year in question, and (b) they are made on or before the first regular distribution payment date after the declaration, see *"Distribution Policy."* For distributions to be counted for this purpose, and to give rise to a tax deduction, they must not be "preferential dividends." A dividend is not a preferential dividend if it is pro rata among all our outstanding shares within a particular class and is in accordance with the preferences among different classes of our shares as set forth in our organizational documents.

Even if we satisfy the foregoing distribution requirement and, accordingly, continue to qualify as a REIT for tax purposes, we will still be subject to tax on the excess of our net capital gain and our REIT taxable income, as adjusted, over the amount of distributions made to shareholders.

In addition, if we fail to distribute during each calendar year at least the sum of:

- 85% of our ordinary income for that year;
- 95% of our capital gain net income other than the capital gain net income that we elect to retain and pay tax on for that year; and
- any undistributed taxable income from prior periods,

we will be subject to a 4% excise tax on the excess of the amount of such required distributions over amounts actually distributed during such year.

We intend to make timely distributions sufficient to satisfy this requirement; however, it is possible that we may experience timing differences between (a) the actual receipt of income and payment of deductible expenses, and (b) the inclusion of that income. It is also possible that we may be allocated a share of net capital gain attributable to the sale of depreciated property that exceeds our allocable share of cash attributable to that sale.

In such circumstances, we may have less cash than is necessary to meet our annual distribution requirement or to avoid income or excise taxation on certain undistributed income. We may find it necessary in such circumstances to arrange for financing or raise funds through the issuance of additional shares in order to meet our distribution requirements, or we may pay taxable share distributions to meet the distribution requirement.

If we fail to satisfy the distribution requirement for any taxable year by reason of a later adjustment to our taxable income made by the IRS, we may be able to pay "deficiency distributions" in a later year and include such distributions in our deductions for distributions paid for the earlier year. In such event, we may be able to avoid being taxed on amounts distributed as deficiency distributions, but we would be required in such circumstances to pay interest to the IRS based upon the amount of any deduction taken for deficiency distributions for the earlier year.

We may also elect to retain, rather than distribute, our net long-term capital gains. The effect of such an election would be as follows:

- we would be required to pay the tax on these gains;

- our shareholders, while required to include their proportionate share of the undistributed long-term capital gains in income, would receive a credit or refund for their share of the tax paid by us; and

- the basis of a shareholder's shares would be increased by the difference between the designated amount included in the shareholder's long-term capital gains and the tax deemed paid with respect to such shares.

In computing our REIT taxable income, we will use the accrual method of accounting and depreciate depreciable property under the alternative depreciation system. We are required to file an annual federal income tax return, which, like other corporate returns, is subject to examination by the IRS. Because the tax law requires us to make many judgments regarding the proper treatment of a transaction or an item of income or deduction, it is possible that the IRS will challenge positions we take in computing our REIT taxable income and our distributions. Issues could arise, for example, with respect to the allocation of the purchase price of properties between depreciable or amortizable assets and non-depreciable or non-amortizable assets such as land. Were the IRS successfully to challenge our characterization of a transaction or determination of our REIT taxable income, we could be found to have failed to satisfy a requirement for qualification as a REIT. If, as a result of a challenge, we are determined to have failed to satisfy the distribution requirements for a taxable year, we would be disqualified as a REIT unless we were permitted to pay a deficiency distribution to our shareholders and pay interest thereon to the IRS, as provided by the Code. A deficiency distribution cannot be used to satisfy the distribution requirement, however, if the failure to meet the requirement is not due to a later adjustment to our income by the IRS.

Operational Requirements—Recordkeeping

In order to continue to qualify as a REIT, we must maintain records as specified in applicable Treasury Regulations. Further, we must request, on an annual basis, information designed to disclose the ownership of our outstanding shares. We intend to comply with such requirements.

Failure to Qualify as a REIT

If we fail to qualify as a REIT for any reason in a taxable year and applicable relief provisions do not apply, we will be subject to tax on our taxable income at regular corporate rates. We will not be able to deduct distributions paid to our shareholders in any year in which we fail to qualify as a REIT. We also will be disqualified for the four taxable years following the year during which qualification was lost unless we are entitled to relief under specific statutory provisions. See "*Risk Factors—Risks Related to Our Tax Status and Other Tax-Related Matters*."

Prohibited Transactions

Net income derived by a REIT from a prohibited transaction is subject to a 100% tax. The term "prohibited transaction" generally includes a sale or other disposition of property (other than foreclosure property, as discussed below) that is held primarily for sale to customers in the ordinary course of a trade or business. We intend to conduct our operations so that no asset owned by us will be held for sale to customers, and that a sale of any such asset will not be in the ordinary course of business. Whether property is held "primarily for sale to customers in the ordinary course of a trade or business" depends, however, on the particular facts and circumstances. No assurance can be given that any property sold by us will not be treated as property held for sale to customers, or that we can comply with certain safe harbor provisions of the Code that would prevent such treatment.

Business Interest

The TCJA, as revised by the CARES Act and the OBBBA, provides a new limitation on the deduction of business interest (i.e., interest paid or accrued on indebtedness allocable to a trade or business) for U.S. federal income tax purposes. In general, and subject to certain exceptions, business interest expense (i.e., business interest in excess of a taxpayer's business interest income for the taxable year) is not deductible to the extent such interest exceeds 30% of a taxpayer's adjusted taxable income (as defined in Section 163(j) of the Code, as revised by the TCJA, the CARES Act and the OBBBA). With respect to entities taxed as partnerships (including the Operating Partnership), the deduction for business interest is determined at the level of the entity incurring the expense and the amount deductible by a beneficial owner of such entity is generally calculated based on the entity's adjusted taxable income. Business interest not allowed as a deduction by an entity taxed as a partnership is allocated to each entity owner and may be deducted

in any future year against excess taxable income attributed by the entity to the entity owner for such future year. Note that the limitation on the deductibility of business interest does not apply to investment interest.

Adjusted taxable income means the taxable income of the taxpayer computed without regard to (i) any item of income, gain, deduction, or loss which is not properly allocable to a trade or business; (ii) any business interest deductions or business interest income; (iii) the amount of any net operating loss deduction; and (iv) any deduction for depreciation and amortization. As mentioned above, for debt of a partnership, such as the Operating Partnership, the limitation is applied at the partnership level. Similarly, for a REIT, the limitation applies at the REIT level. Any net business interest expense of a taxpayer in excess of the limitation is not currently deductible by the taxpayer, and is carried forward to future years.

If we are subject to this interest expense limitation, our REIT taxable income for a taxable year may be increased. Taxpayers that conduct certain real estate businesses may elect not to have this interest expense limitation apply to them, provided that they use an alternative depreciation system to depreciate certain property. We believe that we will be eligible to make this election. If we make this election, although we would not be subject to the interest expense limitation described above, our depreciation deductions may be reduced and, as a result, our REIT taxable income for a taxable year may be increased.

Sale-Leaseback Transactions

Some of our investments may be in the form of sale-leaseback transactions. In most instances, depending on the economic terms of the transaction, we will be treated for federal income tax purposes as either the owner of the property or the holder of a debt secured by the property. We do not expect to request an opinion of counsel concerning the status of any leases of properties as true leases for federal income tax purposes.

The IRS may take the position that a specific sale-leaseback transaction that we treat as a lease is not a lease for federal income tax purposes but is, instead, a financing arrangement or loan. We may also structure some sale-leaseback transactions as loans. In this event, for purposes of the asset tests and the 75% Income Test, each such loan likely would be viewed as secured by real property to the extent of the fair market value of the underlying property. We expect that, for this purpose, the fair market value of the underlying property would be determined without taking into account our lease. If a sale-leaseback transaction were so re-characterized, we might fail to satisfy the asset tests or the income tests and, consequently, lose our REIT status effective with the year of re-characterization. Alternatively, the amount of our REIT taxable income could be recalculated, which might also cause us to fail to meet the distribution requirement for a taxable year.

Taxation of U.S. Shareholders

The following summary describes the principal federal income tax consequences to you of purchasing, owning and disposing of our shares. This summary assumes you will hold shares of our stock as a “capital asset” (generally, property held for investment within the meaning of Section 1221 of the Code). It does not address all the tax consequences that may be relevant to you in light of your particular circumstances. In addition, this discussion does not address the tax consequences relevant to persons who receive special treatment under the federal income tax law, except where specifically noted. Holders receiving special treatment include, without limitation:

- financial institutions, banks and thrifts;
- insurance companies;
- tax-exempt organizations;
- “S” corporations;
- traders in securities that elect to mark to market;
- partnerships, pass-through entities and persons holding our stock through a partnership or other pass-through entity;

- stockholders subject to the alternative minimum tax;
- regulated investment companies and REITs;
- non-U.S. governments and international organizations;
- non-U.S. stockholders that are passive foreign investment companies or controlled foreign corporations;
- broker-dealers or dealers in securities or currencies;
- U.S. expatriates;
- persons holding our stock as part of a hedge, straddle, conversion, integrated or other risk reduction or constructive sale transaction; or
- U.S. stockholders (as defined below) whose functional currency is not the U.S. dollar.

If you are considering purchasing our shares, you should consult your tax advisors concerning the application of federal income tax laws to your particular situation as well as any consequences of the purchase, ownership and disposition of our shares arising under the laws of any state, local or non-U.S. taxing jurisdiction.

Definition

In this section, the phrase "**U.S. shareholders**" means a holder of shares that for federal income tax purposes:

- is a citizen or resident of the United States;
- is a corporation, partnership or other entity created or organized in or under the laws of the United States or of any political subdivision thereof;
- is an estate or trust, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust.

For any taxable year for which we qualify for taxation as a REIT, amounts distributed to taxable U.S. shareholders will be taxed as described below.

Distributions Generally

Distributions to U.S. shareholders, other than capital gain distributions discussed below, will constitute distributions up to the amount of our current or accumulated earnings and profits and will be taxable to the shareholders as ordinary income. Individuals receiving "qualified dividends," distributions from domestic and certain qualifying foreign subchapter C corporations, may be entitled to lower rates on distributions (at rates applicable to long-term capital gains, currently at a maximum federal rate of 20%) provided certain holding period requirements are met. However, individuals receiving distributions from us, a REIT, will generally not be eligible for the lower rates on distributions except with respect to the portion of any distribution which (a) represents distributions being passed through to us from a corporation in which we own shares (but only if such distributions would be eligible for the new lower rates on distributions if paid by the corporation to its individual shareholders), (b) is equal to our REIT taxable income (taking into account the distributions paid deduction available to us) less any taxes paid by us on these items during our previous taxable year, or (c) is attributable to built-in gains realized and recognized by us from disposition of properties acquired by us in non-recognition transaction, less any taxes paid by us on these items during our previous taxable year.

Non-corporate shareholders to which we distribute ordinary dividends will be able to deduct 20% of such ordinary dividend received from us. As long as we qualify as a REIT, our distributions will not be eligible for the distributions received deduction generally available to corporations. To the extent that we make a distribution in excess of our

current or accumulated earnings and profits, the distribution will be treated first as a tax-free return of capital, reducing the tax basis in each U.S. shareholder's shares, and the amount of each distribution in excess of a U.S. shareholder's tax basis in its shares will be taxable as gain realized from the sale of its shares. Distributions that we declare in October, November or December of any year that are payable to a shareholder of record on a specified date in any of these months will be treated as both paid by us and received by the shareholders on December 31 of that year, provided that we actually pay the distribution during January of the following calendar year. U.S. shareholders may not include any of our losses on their own federal income tax returns.

We intend to make all of our dividend distributions in a manner that avoids the imposition of the 4% excise tax arising from the failure to distribute ordinary income, capital gains, or prior accumulated earnings as further discussed above. Moreover, any "deficiency dividend" will be treated as an ordinary or capital gain distribution, as the case may be, regardless of our earnings and profits. As a result, in certain instances, shareholders may be required to treat as taxable some distributions that would otherwise result in a tax-free return of capital.

Capital Gain Distributions

Distributions to U.S. shareholders that we properly designate as capital gain distributions will be treated as long-term capital gains, to the extent they do not exceed our actual net capital gain, for the taxable year without regard to the period for which the U.S. shareholder has held his or her shares. To the extent that we elect under the applicable provisions of the Code to retain our net capital gains, U.S. shareholders will be treated as having received, for U.S. federal income tax purposes, our undistributed capital gains as well as a corresponding credit for taxes paid by us on such retained capital gains. U.S. shareholders will increase their adjusted U.S. federal income tax basis in their shares by the difference between their allocable share of such retained capital gain and their share of the tax paid by us. Long-term capital gain is generally taxable at a maximum U.S. federal income tax rate of 20% for individuals and 21% for corporations, except that for shareholders who are individuals, long-term capital gain attributable to the sale of depreciable real property held for more than 12 months is subject to a 25% maximum U.S. federal income tax rate to the extent of previously claimed depreciation deductions. Distributions that qualify for capital gain rates do not qualify for the new 20% deduction for individual, trust and estate shareholders described above.

Retention of Net Capital Gains

We may elect to retain, rather than distribute as a capital gain dividend, all or a portion of our net capital gains. If we make this election, we would pay tax on our retained net capital gains. In addition, to the extent we so elect, our earnings and profits (determined for federal income tax purposes) would be adjusted accordingly, and a U.S. stockholder generally would:

- include its pro rata share of our undistributed net capital gains in computing its long-term capital gains in its return for our taxable year in which the last day of our taxable year falls, subject to certain limitations as to the amount that is includable;

- be deemed to have paid its share of the capital gains tax imposed on us on the designated amounts included in the U.S. stockholder's income as long-term capital gain;

- receive a credit or refund for the amount of tax deemed paid by it;

- increase the adjusted basis of its stock by the difference between the amount of includable gains and the tax deemed to have been paid by it; and

- in the case of a U.S. stockholder that is a corporation, appropriately adjust its earnings and profits for the retained capital gains in accordance with Treasury Regulations to be promulgated by the IRS.

Passive Activity Loss and Investment Interest Limitations

Our distributions and any gain you realize from a disposition of shares will not be treated as passive activity income, and shareholders may not be able to utilize any of their "passive losses" to offset this income on their personal tax

returns. Our distributions (to the extent they do not constitute a return of capital) will generally be treated as investment income for purposes of the limitations on the deduction of investment interest. Net capital gain from a disposition of shares and capital gain distributions generally will be included in investment income for purposes of the investment interest deduction limitations only if, and to the extent, you so elect, in which case any such capital gains will be taxed as ordinary income.

Certain Dispositions of the Shares

In general, for U.S. federal income tax purposes, a shareholder will realize gain or loss upon the sale or other taxable disposition of our stock in an amount equal to the difference between the sum of the fair value of any property and the amount of cash received in such disposition and the U.S. shareholder's adjusted U.S. federal income tax basis in the shares at the time of the disposition. Capital gain recognized by individuals upon the sale or disposition of shares is subject to a maximum federal income tax rate of 20% if such stock is held for more than 12 months, and will be taxed at ordinary federal income tax rates of up to 37% if such stock is held for 12 months or less. The IRS has the authority to prescribe, but has not yet prescribed, regulations that would apply a federal capital gain tax rate of 25% (which is generally higher than the long-term federal capital gain tax rates for non-corporate stockholders) to a portion of a capital gain realized by a non-corporate stockholder on the sale of REIT shares that would correspond to the REIT's "unrecaptured Section 1250 gain." Gains recognized by corporations are subject to a maximum U.S. federal income tax of 21%, whether or not classified as long-term capital gains. Losses recognized by a shareholder upon the disposition of our shares will be considered capital losses, and are generally available only to offset capital gain income of the shareholder but not ordinary income (except in the case of individuals, who may offset up to $3,000 of ordinary income each year). In addition, any loss upon a sale or exchange of our shares by a shareholder who has held such shares for six months or less, after applying holding period rules, will be treated as a long-term capital loss to the extent of distributions received from us that are required to be treated by the shareholder as long-term capital gain. In general, any gain or loss realized upon a taxable disposition of shares by a U.S. shareholders who is not a dealer in securities, including any disposition pursuant to our proposed share repurchase program, will be treated as long-term capital gain or loss if the shares have been held for more than twelve months and as short-term capital gain or loss if the shares have been held for twelve months or less. If, however, a U.S. shareholder has received any capital gains distributions with respect to his shares, any loss realized upon a taxable disposition of shares held for six months or less, to the extent of the capital gains distributions received with respect to his shares, will be treated as long-term capital loss. Also, the IRS is authorized to issue Treasury Regulations that would subject a portion of the capital gain a U.S. shareholder recognizes from selling his shares or from a capital gain distribution to a tax at a 25% federal income tax rate, to the extent the capital gain is attributable to depreciation previously deducted.

Information Reporting Requirements and Backup Withholding for U.S. Shareholders

Under some circumstances, U.S. shareholders may be subject to backup withholding at a rate of 24% on payments made with respect to, or cash proceeds of a sale or exchange of, our shares. Backup withholding will apply only if the shareholders:

- fails to furnish his or her taxpayer identification number, which, for an individual, would be his or her Social Security Number;
- furnishes an incorrect tax identification number;
- is notified by the IRS that he or she has failed properly to report payments of interest and distributions or is otherwise subject to backup withholding; or
- under some circumstances, fails to certify, under penalties of perjury, that he or she has furnished a correct tax identification number and that (a) he or she has not been notified by the IRS that he or she is subject to backup withholding for failure to report interest and distribution payments or (b) he or she has been notified by the IRS that he or she is no longer subject to backup withholding.

Backup withholding will not apply with respect to payments made to some shareholders, such as corporations and tax-exempt organizations. Backup withholding is not an additional tax. Rather, the amount of any backup withholding with respect to a payment to a U.S. shareholder will be allowed as a credit against the U.S. shareholder's U.S. federal income tax liability and may entitle the U.S. shareholder to a refund, provided that the required information is furnished

to the IRS. U.S. shareholders should consult their own tax advisors regarding their qualifications for exemption from backup withholding and the procedure for obtaining an exemption.

Medicare Tax on Unearned Income

A U.S. shareholder who is an individual is subject to a 3.8% tax on the lesser of (1) "net investment income" for the relevant taxable year or (2) the excess of modified gross income for the taxable year over a certain threshold (between $125,000 and $250,000 depending on the individual's U.S. federal income tax filing status). A similar regime applies to certain estates and trusts. Net investment income generally would include dividends on our stock and gain from the sale of our stock. If you are a U.S. stockholder that is an individual, an estate or a trust, you are urged to consult your tax advisors regarding the applicability of this tax to your income and gains in respect of your investment in our stock.

WE URGE THOSE OF YOU THAT ARE, OR WOULD BE IF PURCHASING OUR SHARES, A U.S. STOCKHOLDER TO CONSULT YOUR OWN TAX ADVISOR(S) TO DETERMINE THE IMPACT OF UNITED STATES FEDERAL, STATE AND LOCAL INCOME AND OTHER TAX LAWS ON THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR SHARES IN LIGHT OF YOUR OWN PARTICULAR CIRCUMSTANCES.

Treatment of Tax-Exempt Shareholders

Tax-exempt entities such as employee pension benefit trusts, individual retirement accounts and charitable remainder trusts generally are exempt from federal income taxation. Such entities are subject to taxation, however, on any UBTI. Our payment of distributions to a tax-exempt employee pension benefit trust or other domestic tax-exempt shareholders generally will not constitute UBTI to such shareholder unless such shareholder has borrowed to acquire or carry its shares.

In the event that we were deemed to be "predominately held" by qualified employee pension benefit trusts that each hold more than 10% (in value) of our shares, such trusts would be required to treat a certain percentage of the distributions paid to them as UBTI. We would be deemed to be "predominately held" by such trusts if either (a) one employee pension benefit trust owns more than 25% in value of our shares, or (b) any group of employee pension benefit trusts, each owning more than 10% in value of our shares, holds in the aggregate more than 50% in value of our shares. If either of these ownership thresholds were ever exceeded, any qualified employee pension benefit trust holding more than 10% in value of our shares would be subject to tax on that portion of our distributions made to it which is equal to the percentage of our income that would be UBTI if we were a qualified trust, rather than a REIT. We will attempt to monitor the concentration of ownership of employee pension benefit trusts in our shares, and we do not expect our shares to be deemed to be "predominately held" by qualified employee pension benefit trusts, as defined in the Code, to the extent required to trigger the treatment of our income as to such trusts.

For social clubs, voluntary employee benefit associations, supplemental unemployment benefit trusts and qualified group legal services plans exempt from federal income taxation under Sections 501(c)(7), (c)(9), (c)(17) and (c)(20) of the Code, respectively, income from an investment in our shares will constitute UBTI unless the shareholders in question is able to deduct amounts "set aside" or placed in reserve for certain purposes so as to offset the UBTI generated. Any such organization that is a prospective shareholder should consult its own tax advisor concerning these "set aside" and reserve requirements.

Special Tax Considerations for Non-U.S. Shareholders

The rules governing U.S. income taxation of non-resident alien individuals, foreign corporations, foreign partnerships and foreign trusts and estates (non-U.S. shareholders) are complex. The following discussion is intended only as a summary of these rules. No attempt is made herein to provide more than a brief summary of such rules. Accordingly, the discussion does not address all aspects of federal income taxation and does not address state, local or non-U.S. tax consequences that may be relevant to a non-U.S. stockholder in light of its particular circumstances. Non-U.S. shareholders should consult with their own tax advisors to determine the impact of federal, state and local income tax laws on an investment in our shares, including any reporting requirements.

Income Effectively Connected with a U.S. Trade or Business

In general, non-U.S. shareholders will be subject to regular U.S. federal income taxation with respect to their investment in our shares if the income derived therefrom is "effectively connected" with the non-U.S. shareholder's conduct of a trade or business in the United States. A corporate non-U.S. shareholder that receives income that is (or is treated as) effectively connected with a U.S. trade or business also may be subject to a branch profits tax under Section 884 of the Code, which is payable in addition to the regular U.S. federal corporate income tax.

The following discussion will apply to non-U.S. shareholders whose income derived from ownership of our shares is deemed to be not "effectively connected" with a U.S. trade or business.

Distributions Not Attributable to Gain from the Sale or Exchange of a United States Real Property Interest

A distribution to a non-U.S. shareholders that is not attributable to gain realized by us from the sale or exchange of a "United States real property interest" within the meaning of FIRPTA and that we do not designate as a capital gain distribution will be treated as an ordinary income distribution to the extent that it is made out of current or accumulated earnings and profits. Generally, any ordinary income distribution will be subject to U.S. federal income tax withholding equal to 30% of the gross amount of the distribution unless this tax is reduced by the provisions of an applicable tax treaty. Under certain treaties, however, lower withholding rates generally applicable to dividends do not apply to dividends from a REIT. Any such distribution in excess of our earnings and profits will be treated first as a return of capital that will reduce each non-U.S. shareholder's basis in its shares (but not below zero) and then as gain from the disposition of those shares, the tax treatment of which is described under the rules discussed below with respect to dispositions of shares. For withholding purposes, we expect to treat all distributions as made out of our current or accumulated earnings and profits. However, amounts withheld may be refundable if it is subsequently determined that the distribution was, in fact, in excess of our current and accumulated earnings and profits, provided that certain conditions are met.

We expect to withhold U.S. tax at the rate of 30% on the gross amount of any distributions of ordinary income made to a non-U.S. shareholder unless (1) a lower treaty rate applies and proper certification is provided on IRS Form W-8 (i.e., IRS Form W-8BEN, IRS Form W-8BEN-E, IRS Form W-8IMY or IRS Form W-8EXP) or (2) the non-U.S. shareholder submits an IRS Form W-8ECI claiming that the distribution is effectively connected with the non-U.S. shareholder's conduct of a U.S. trade or business (or, if an income tax treaty applies, is attributable to a U.S. permanent establishment of the non-U.S. shareholder). However, the non-U.S. shareholder may seek a refund of such amounts from the IRS if it is subsequently determined that such distribution was, in fact, in excess of our current and accumulated earnings and profits.

Capital Gain Distributions and Distributions Attributable to Gain from the Sale or Exchange of a United States Real Property Interest

Distributions to a non-U.S. stockholder that we properly designate as capital gain dividends, other than those arising from the disposition of a U.S. real property interest, generally should not be subject to federal income taxation, unless (1) the investment in our stock is treated as effectively connected with the non-U.S. stockholder's U.S. trade or business, in which case the non-U.S. stockholder will be subject to the same treatment as U.S. stockholders with respect to such gain, except that a non-U.S. stockholder that is a non-U.S. corporation may also be subject to a branch profits tax of up to 30%; or (2) the non-U.S. stockholder is a nonresident alien individual who is present in the United States for 183 days or more during the taxable year and certain other conditions are met, in which case the nonresident alien individual will be subject to a 30% tax on the individual's capital gains. We will be required to withhold and to remit to the IRS 21% (or at a lower rate as provided for in Treasury Regulations, which to date have not been issued) of any distribution to non-U.S. stockholders that is designated as a capital gain dividend or, if greater, 21% of any distribution to non-U.S. stockholders that could have been designated as a capital gain dividend. The amount withheld is creditable against the non-U.S. stockholder's federal income tax liability. However, any distribution with respect to any class of stock that is "regularly traded" on an established securities market located in the United States is not subject to FIRPTA, and therefore, not subject to the 21% U.S. withholding tax described above, if the non-U.S. stockholder did not own more than 5% of such class of stock at any time during the one-year period ending on the date of the distribution. Instead, such distributions will generally be treated as ordinary dividend distributions and be subject to withholding in the manner described above with respect to ordinary dividends.

Distributions to a non-U.S. shareholder that are attributable to gain from the sale or exchange of a United States real property interest, whether or not designated as capital gain dividends, will be taxed to a non-U.S. shareholder under Code provisions enacted by FIRPTA. Under FIRPTA, such distributions are taxed to a non-U.S. shareholder as if the distributions were gains "effectively connected" with a U.S. trade or business. Accordingly, a non-U.S. shareholder will be taxed at the normal federal capital gain rates applicable to a U.S. shareholder (subject to any applicable alternative minimum tax and a special alternative minimum tax in the case of non-resident alien individuals). Distributions subject to FIRPTA also may be subject to a 30% federal branch profits tax when made to a corporate non-U.S. shareholder that is not entitled to a treaty exemption. In cases where the dividend income from a non-U.S. shareholder's investment is effectively connected with such shareholder's conduct of a U.S. trade or business (or, if an income tax treaty applies, is attributable to a U.S. permanent establishment of the non-U.S. shareholder), the non-U.S. shareholder generally will be subject to U.S. tax at graduated rates, in the same manner as U.S. shareholders are taxed with respect to such dividends (a corporate non-U.S. shareholder may also be subject to a "branch profits tax" at a federal rate of 30% or lower under an applicable treaty).

Withholding Obligations with Respect to Distributions to Non-U.S. Shareholders

Although tax treaties may reduce our withholding obligations, based on current law, we will generally be required to withhold from distributions to non-U.S. shareholders, and remit to the IRS:

- 21% of designated capital gain distributions or, if greater, 21% of the amount of any distributions that could be designated as capital gain distributions; and

- 30% of ordinary income distributions (i.e., distributions paid out of our earnings and profits).

In addition, if we designate prior distributions as capital gain distributions, subsequent distributions, up to the amount of the prior distributions, will be treated as capital gain distributions for purposes of withholding. A distribution in excess of our earnings and profits will be subject to 30% withholding if at the time of the distribution it cannot be determined whether the distribution will be in an amount in excess of our current or accumulated earnings and profits. If the amount of tax we withhold with respect to a distribution to a non-U.S. shareholder exceeds the shareholder's U.S. tax liability with respect to that distribution, the non-U.S. shareholder may file a claim with the IRS for a refund of the excess.

Sale of Our Shares by a Non-U.S. Shareholder

A sale of our shares by a non-U.S. shareholder will generally not be subject to U.S. federal income taxation unless our shares constitute a United States real property interest. Our shares will not constitute a United States real property interest if we are a "domestically controlled REIT." A "domestically controlled REIT" is a REIT that at all times during a specified testing period has less than 50% in value of its shares held directly or indirectly by non-U.S. shareholders. We currently anticipate that we will be a domestically controlled REIT. Therefore, sales of our shares should not be subject to taxation under FIRPTA. However, we do expect to sell our shares to non-U.S. shareholders and we cannot assure you that we will continue to be a domestically controlled REIT. If we were not a domestically controlled REIT, whether a non-U.S. shareholder's sale of our shares would be subject to tax under FIRPTA as a sale of a United States real property interest would depend on whether our shares were "regularly traded" on an established securities market and on the size of the selling shareholder's interest in us. Our shares currently are not "regularly traded" on an established securities market.

If the gain on the sale of shares were subject to taxation under FIRPTA, a non-U.S. shareholder would be subject to the same treatment as a U.S. shareholder with respect to the gain, subject to any applicable alternative minimum tax and a special alternative minimum tax in the case of non-resident alien individuals. In addition, distributions that are treated as gain from the disposition of shares and are subject to tax under FIRPTA also may be subject to a 30% branch profits tax when made to a corporate non-U.S. shareholder that is not entitled to a treaty exemption. Under FIRPTA, the purchaser of our shares may be required to withhold 10% of the purchase price and remit this amount to the IRS.

Even if not subject to FIRPTA, capital gains will be taxable to a non-U.S. shareholders if the non-U.S. shareholders is a non-resident alien individual who is present in the United States for 183 days or more during the taxable year and some other conditions apply, in which case the non-resident alien individual will be subject to a 30% tax on his or her U.S. source capital gains.

Information Reporting Requirements and Backup Withholding for Non-U.S. Shareholders

Additional issues may arise for information reporting and backup withholding for non-U.S. shareholders. Non-U.S. shareholders should consult their tax advisors with regard to U.S. information reporting and backup withholding requirements under the Code.

Statement of Share Ownership

We are required to demand annual written statements from the record holders of designated percentages of our shares disclosing the actual owners of the shares. Any record shareholders who, upon our request, does not provide us with required information concerning actual ownership of the shares is required to include specified information relating to his or her shares in his or her federal income tax return. We also must maintain, within the Internal Revenue District in which we are required to file, our federal income tax return, permanent records showing the information we have received about the actual ownership of shares and a list of those persons failing or refusing to comply with our demand.

State and Local Taxation

We and any operating subsidiaries that we may form may be subject to state and local tax in states and localities in which they or we do business or own property. The tax treatment of us, our Operating Partnership, any operating subsidiaries we may form and the holders of our shares in local jurisdictions may differ from the federal income tax treatment described above.

Tax Aspects of Our Operating Partnership

The following discussion summarizes certain material federal income tax considerations applicable to an investment in ExchangeRight Income Fund Operating Partnership, LP, our Operating Partnership. The discussion does not cover state or local tax laws or any federal tax laws other than income tax laws.

Classification as a Partnership

We will be entitled to include in our income a distributive share of the Operating Partnership's income and to deduct our distributive share of the Operating Partnership's losses only if the Operating Partnership is classified for federal income tax purposes as a partnership, rather than as an association taxable as a corporation. Under applicable Treasury Regulations known as "**Check-the-Box-Regulations**", an unincorporated entity with at least two members may elect to be classified either as an association taxable as a corporation or as a partnership. If such an entity fails to make an election, it generally will be treated as a partnership for federal income tax purposes. The Operating Partnership intends to be classified as a partnership for federal income tax purposes and will not elect to be treated as an association taxable as a corporation under the Check-the-Box-Regulations.

Even though the Operating Partnership intends to be treated as a partnership for federal income tax purposes, it may be taxed as a corporation if it is deemed to be a "publicly traded partnership." A publicly traded partnership is a partnership whose interests are traded on an established securities market or are readily tradable on a secondary market, or the substantial equivalent thereof.

We and the Operating Partnership intend to take the reporting position for U.S. federal income tax purposes that the Operating Partnership is not a publicly traded partnership. There is a risk, however, that the right of a holder of OP Units to redeem the OP Units for cash or our common shares could cause interests in the Operating Partnership to be considered readily tradeable on the substantial equivalent of a securities market. Under the relevant Treasury Regulations, interests in a partnership will not be considered readily tradeable on a secondary market or the substantial equivalent of a secondary market if the partnership qualifies for one of a limited number of specified "safe harbors," which are based on the specific facts and circumstances relating to the partnership. Although we intend to operate the Operating Partnership in a manner that will cause it not to be treated as a publicly traded partnership, we cannot provide any assurance that it will qualify for one of these safe harbors at all times.

Even if the Operating Partnership is a publicly traded partnership, it will not be treated as a corporation for federal income tax purposes if at least 90% of its gross income for a taxable year consists of "qualifying income" under Section 7704(d) of the Code. Qualifying income generally includes any income that is qualifying income for purposes of the 95% Income Test applicable to REITs. The applicable income requirements in order for us to qualify as a REIT

under the Code and the definition of qualifying income for purposes of the 90% passive income exception under the publicly traded partnership rules are very similar. Although differences exist under these two income tests, we do not believe that these differences would cause the Operating Partnership to fail to satisfy the 90% passive income exception. Accordingly, it is possible that despite being treated as a publicly traded partnership, the Operating Partnership will earn sufficient passive income that allows it to continue being treated as a partnership for federal income tax purposes. See "*—Requirements for Qualification as a REIT—Operational Requirements—Gross Income Tests*."

We have not requested, and do not intend to request, a ruling from the IRS that the Operating Partnership will be classified as a partnership for federal income tax purposes. Although we believe that the Operating Partnership will be treated for federal income tax purposes as a partnership and not as an association taxable as a corporation we can offer no assurance that the IRS will not challenge the status of the Operating Partnership as a partnership for federal income tax purposes. If such challenge were sustained by a court, the Operating Partnership would be treated as a corporation for federal income tax purposes, as described below. In addition, our belief as to the classification of the Operating Partnership as a partnership for federal income tax purposes is based on existing law, including administrative and judicial interpretation. No assurance can be given that subsequent administrative or judicial changes would not modify such classification.

If for any reason the Operating Partnership were taxable as a corporation, rather than a partnership, for federal income tax purposes, we would not be able to qualify as a REIT. See "*—Requirements for Qualification as a REIT—Operational Requirements—Gross Income Tests*" and "*—Requirements for Qualification as a REIT—Operational Requirements—Asset Tests*" above. In addition, any change in the Operating Partnership's status for tax purposes might be treated as a taxable event, in which case we might incur a tax liability without any related cash distribution. Further, items of income and deduction of the Operating Partnership would not pass through to its partners, and its partners would be treated as shareholders for tax purposes. Consequently, the Operating Partnership would be required to pay income tax at corporate tax rates on its net income, and distributions to its partners would not be deductible in computing the Operating Partnership's taxable income.

Income Taxation of the Operating Partnership and Its Partners

Partners, Not a Partnership, Subject to Tax

A partnership is not a taxable entity for federal income tax purposes. As a partner in the Operating Partnership, we will be required to take into account our allocable share of the Operating Partnership's income, gains, losses, deductions and credits for any taxable year of the Operating Partnership ending within or with our taxable year, without regard to whether we have received or will receive any distribution from the Operating Partnership.

Partnership Allocations

Although a partnership agreement generally determines the allocation of income and losses among partners, such allocations will be disregarded for tax purposes under Section 704(b) of the Code if they do not comply with the provisions of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder. If an allocation is not recognized for federal income tax purposes, the item subject to the allocation will be reallocated in accordance with the partner's interests in the partnership, which will be determined by taking into account all of the facts and circumstances relating to the economic arrangement of the partners with respect to such item. The Operating Partnership's allocations of taxable income and loss are intended to comply with the requirements of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder.

Tax Allocations with Respect to Contributed Properties

Pursuant to Section 704(c) of the Code, income, gain, loss and deductions attributable to appreciated or depreciated property that is contributed to a partnership in exchange for an interest in the partnership must be allocated for federal income tax purposes in a manner such that the contributor is charged with, or benefits from, the unrealized gain or unrealized loss associated with the property at the time of the contribution. The amount of such unrealized gain or unrealized loss is generally equal to the difference between the fair market value of the contributed property at the time of contribution and the adjusted tax basis of such property at the time of contribution. Under applicable Treasury Regulations, partnerships are required to use a "reasonable method" for allocating items subject to Section 704(c) of the Code, and several reasonable allocation methods are described therein.

Under the partnership agreement for the Operating Partnership, depreciation or amortization deductions of the Operating Partnership generally will be allocated among the partners in accordance with their respective interests in the Operating Partnership, except to the extent that the Operating Partnership is required under Section 704(c) of the Code to use a method for allocating depreciation deductions attributable to its properties that results in us receiving a disproportionately large share of such deductions. We may possibly be allocated lower amounts of depreciation deductions for tax purposes with respect to contributed properties than would be allocated to us if each such property were to have a tax basis equal to its fair market value at the time of contribution. These allocations may cause us to recognize taxable income in excess of cash proceeds received by us, which might adversely affect our ability to comply with the REIT distribution requirements, although we do not anticipate that this event will occur. The foregoing principles also will affect the calculation of our earnings and profits for purposes of determining which portion of our distributions is taxable as a distribution. The allocations described in this paragraph may result in a higher portion of our distributions being taxed as a distribution if we acquire properties in exchange for units of the Operating Partnership than would have occurred had we purchased such properties for cash.

Basis in Operating Partnership Interest

The adjusted tax basis of our partnership interest in the Operating Partnership generally is equal to (a) the amount of cash and the basis of any other property contributed to the Operating Partnership by us, (b) increased by (i) our allocable share of the Operating Partnership's income and (ii) our allocable share of indebtedness of as determined under the rules governing the allocation of partnership liabilities, and (c) reduced, but not below zero, by (i) our allocable share of the Operating Partnership's loss and (ii) the amount of cash distributed to us, including constructive cash distributions resulting from a reduction in our share of indebtedness of the Operating Partnership.

If the allocation of our distributive share of the Operating Partnership's loss would reduce the adjusted tax basis of our partnership interest in the Operating Partnership below zero, the recognition of such loss will be deferred until such time as the recognition of such loss would not reduce our adjusted tax basis below zero. If a distribution from the Operating Partnership or a reduction in our share of the Operating Partnership's liabilities (which is treated as a constructive distribution for tax purposes) would reduce our adjusted tax basis below zero, any such distribution, including a constructive distribution, would constitute taxable income to us. The gain realized by us upon the receipt of any such distribution or constructive distribution would normally be characterized as capital gain, and if our partnership interest in the Operating Partnership has been held for longer than the required long-term capital gain holding period (currently one year), the distribution would constitute long-term capital gain.

Depreciation Deductions Available to the Operating Partnership

The Operating Partnership will use a portion of contributions made by us from offering proceeds to acquire interests in properties. To the extent that the Operating Partnership acquires properties for cash, the Operating Partnership's initial basis in such properties for federal income tax purposes generally will be equal to the purchase price paid by the Operating Partnership. The Operating Partnership generally will depreciate such buildings and improvements in a manner that is most tax efficient, taking into account any special considerations for electing out of the regime that limits any interest deductions associated with debt incurred by the Operating Partnership. To the extent that the Operating Partnership acquires properties in exchange for units of the Operating Partnership, the Operating Partnership's initial basis in each such property for federal income tax purposes should be the same as the transferor's basis in that property on the date of acquisition by the Operating Partnership.

Sale of the Operating Partnership's Property

Generally, any gain realized by the Operating Partnership on the sale of property held for more than one year will be long-term capital gain, except for any portion of such gain that is treated as depreciation or cost recovery recapture. Any gain recognized by the Operating Partnership upon the disposition of a property acquired by the Operating Partnership for cash will be allocated among the partners in accordance with their respective interests in the Operating Partnership.

Our share of any gain realized by the Operating Partnership on the sale of any property held by the Operating Partnership as inventory or other property held primarily for sale to customers in the ordinary course of the Operating Partnership's trade or business will be treated as income from a prohibited transaction that is subject to a 100% penalty tax. We, however, do not currently intend to acquire or hold or allow the Operating Partnership to acquire or hold any

property that represents inventory or other property held primarily for sale to customers in the ordinary course of our or the Operating Partnership's trade or business.

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INVESTMENT BY TAX-EXEMPT ENTITIES AND ERISA CONSIDERATIONS

General

The following is a summary of certain non-tax considerations associated with an investment in our shares by tax-qualified pension, stock bonus or profit-sharing plans, employee benefit plans described in Section 3(3) and subject to Title I of ERISA, annuities described in Section 403(a) or (b) of the Code, a Keogh Plan, an individual retirement account or annuity described in Sections 408 or 408A of the Code, an Archer MSA described in Section 220(d) of the Code, a health savings account described in Section 223(d) of the Code, a Coverdell education savings account described in Section 530 of the Code, or entities deemed to hold "plan assets" of any of the foregoing, which are referred to as "Plans" and "IRAs", as applicable. This summary is based on provisions of ERISA and the Code, including amendments thereto through the date of this Memorandum, and relevant regulations and opinions issued by the U.S. Department of Labor and the IRS through the date of this Memorandum. We cannot assure you that adverse tax decisions or legislative, regulatory or administrative changes that would significantly modify the statements expressed herein will not occur. Any such changes may or may not apply to transactions entered into prior to the date of their enactment.

Our management has attempted to structure us in such a manner that we will be an attractive investment vehicle for Plans and IRAs. However, in considering an investment in our shares, those involved with making such an investment decision should consider applicable provisions of the Code and ERISA. While each of the ERISA and Code issues discussed below may not apply to all Plans and IRAs, individuals involved with making investment decisions with respect to Plans and IRAs should carefully review the rules and exceptions described below, and determine their applicability to their situation.

In general, individuals making investment decisions with respect to Plans and IRAs should, at a minimum, consider:

- whether the investment is in accordance with the documents and instruments governing such Plan or IRA;
- whether the investment satisfies the prudence and diversification and other fiduciary requirements of ERISA, if applicable;
- whether the investment will result in UBTI to the Plan or IRA (See "*Certain U.S. Federal Income Tax Considerations—Treatment of Tax-Exempt Shareholders*");
- whether there is sufficient liquidity for the Plan or IRA, considering the minimum and other distribution requirements under the Code and the liquidity needs of such Plan or IRA, after taking this investment into account;
- the need to value the assets of the Plan or IRA annually or more frequently; and
- whether the investment would constitute or give rise to a prohibited transaction under ERISA or the Code, if applicable.

Additionally, individuals making investment decisions with respect to Plans and IRAs must remember that ERISA requires that the assets of an employee benefit plan must generally be held in trust, and that the trustee, or a duly authorized named fiduciary or investment manager, must have authority and discretion to manage and control the assets of an employee benefit plan. Governmental plans, certain church plans and non-U.S. plans, while not subject to Title I of ERISA or Section 4975 of Code, may nevertheless be subject to similar laws. Fiduciaries of such plans should consult with their counsel before an investment in our shares.

Minimum and Other Distribution Requirements—Plan Liquidity

Potential Plan or IRA investors who intend to purchase our shares should consider the limited liquidity of an investment in our shares as it relates to the minimum distribution requirements under the Code, if applicable, and as it relates to other distributions (such as, for example, cash out distributions) that may be required under the terms of the Plan or IRA from time to time. If the shares are held in an IRA or Plan and, before we sell our properties, mandatory or other distributions are required to be made to the participant or beneficiary of such IRA or Plan, pursuant to the

Code, then this would require that a distribution of the shares be made in kind to such participant or beneficiary or that a rollover of such shares be made to an IRA or other plan, which may not be permissible under the terms and provisions of IRA or Plan. Even if permissible, a distribution of shares in kind to a participant or beneficiary of an IRA or Plan must be included in the taxable income of the recipient for the year in which the shares are received at the then current fair market value of the shares, even though there would be no corresponding cash distribution with which to pay the income tax liability arising because of the distribution of shares. See "*Risk Factors—Risks Related to Our Tax Status and Other Tax-Related Matters*." The fair market value of any such distribution-in-kind can be only an estimated value per share because no public market for our shares exists or is likely to develop. See "*—Annual or More Frequent Valuation Requirement*" below. Further, there can be no assurance that such estimated value could actually be realized by a shareholders because estimates do not necessarily indicate the price at which our shares could be sold. Also, for distributions subject to mandatory income tax withholding under Section 3405 or other tax withholding provisions of the Code, the trustee of a Plan may have an obligation, even in situations involving in-kind distributions of shares, to liquidate a portion of the in-kind shares distributed in order to satisfy such withholding obligations, although there might be no market for such shares. There may also be similar state and/or local tax withholding or other tax obligations that should be considered.

Annual or More Frequent Valuation Requirement

Fiduciaries of Plans may be required to determine the fair market value of the assets of such Plans on at least an annual basis and, sometimes, as frequently as quarterly. If the fair market value of any particular asset is not readily available, the fiduciary is required to make a good faith determination of that asset's value. Also, a trustee or custodian of an IRA must provide an IRA participant and the IRS with a statement of the value of the IRA each year. However, currently, neither the IRS nor the U.S. Department of Labor has promulgated regulations specifying how "fair market value" should be determined.

Unless and until our shares are listed on a national securities exchange it is not expected that a public market for our shares will develop. To assist fiduciaries of Plans subject to the annual reporting requirements of ERISA and IRA trustees or custodians to prepare reports relating to an investment in our shares, we intend to provide reports of our quarterly and annual determinations of the current estimated share value to those fiduciaries (including IRA trustees and custodians) who identify themselves to us and request the reports.

There can be no assurance, however, with respect to any estimate of value that we prepare, that:

- the estimated value per share would actually be realized by our shareholders upon liquidation, because these estimates do not necessarily indicate the price at which properties can be sold;

- our shareholders would be able to realize estimated net asset values if they were to attempt to sell their shares, because no public market for our shares exists or is likely to develop; or

- that the value, or method used to establish value, would comply with ERISA or Code requirements described above.

Fiduciary Obligations—Prohibited Transactions

Any person identified as a "fiduciary" with respect to a Plan incurs duties and obligations under ERISA as discussed herein. For purposes of ERISA, any person who exercises any authority or control with respect to the management or disposition of the assets of a Plan is considered to be a fiduciary of such Plan. Further, many transactions between a Plan or an IRA and a "party-in-interest" or a "disqualified person" with respect to such Plan or IRA are prohibited by ERISA and/or the Code, respectively. ERISA also requires generally that the assets of Plans be held in trust and that the trustee, or a duly authorized investment manager, have exclusive authority and discretion to manage and control the assets of the Plan.

In the event that our properties and other assets were deemed to be assets of a Plan or IRA, referred to herein as "plan assets," our Trustee would, and employees of our affiliates might be deemed fiduciaries of any Plans or IRAs investing as shareholders. If this were to occur, certain contemplated transactions between us and our Trustee and employees of

our affiliates could be deemed to be "prohibited transactions." Additionally, ERISA's fiduciary standards applicable to investments by Plans would extend to our Trustee and possibly employees of our affiliates as Plan fiduciaries with respect to investments made by us, and the requirement that plan assets be held in trust could be deemed to be violated.

Plan Assets—Definition

After the passage of the Pension Protection Act of 2006 (the "**PPA**"), new Section 3(42) of ERISA defines "plan assets" in accordance with U.S. Department of Labor regulations with certain express exceptions. A U.S. Department of Labor regulation, referred to in this discussion as the plan asset regulation, as modified by the express exceptions noted in the PPA (the "**Plan Asset Regulation**"), provides guidelines as to whether, and under what circumstances, the underlying assets of an entity will be deemed to constitute plan assets. Under the Plan Asset Regulation, the assets of an entity in which a Plan or IRA makes an equity investment will generally be deemed to be assets of such Plan or IRA unless the entity satisfies one of the exceptions to this general rule. Generally, the exceptions require that the investment in the entity be one of the following:

- in securities issued by an investment company registered under the Investment Company Act;
- in "publicly offered securities," defined generally as interests that are "freely transferable," "widely held" and registered with the Securities and Exchange Commission;
- in an "operating company," which includes "venture capital operating companies" and "real estate operating companies;" or
- in which equity participation by "benefit plan investors" is not significant.

Plan Assets—Operating Company Exception

The Plan Asset Regulation provides an exception with respect to securities issued by an "operating company," which includes "venture capital operating companies" and "real estate operating companies." To constitute a venture capital operating company, 50% or more of the assets of the entity must be invested in "venture capital investments." A venture capital investment is an investment in an operating company (other than a venture capital operating company but including a real estate operating company) as to which the entity has or obtains direct management rights. To constitute a real estate operating company, 50% or more of the assets of an entity must be invested in real estate which is managed or developed and with respect to which such entity has the right to substantially participate directly in the management or development activities.

While the Plan Asset Regulation and relevant opinions issued by the U.S. Department of Labor regarding real estate operating companies are not entirely clear as to whether an investment in real estate must be "direct", it is common practice to insure that an investment is made either (a) "directly" into real estate, (b) through wholly-owned subsidiaries, or (c) through entities in which all but a *de minimis* interest is separately held by an affiliate solely to comply with the minimum safe harbor requirements established by the IRS for classification as a partnership for federal tax purposes. We have structured ourselves in a manner in that may enable us to meet the venture capital operating company exception and our Operating Partnership to meet the real estate operating company exception.

Notwithstanding the foregoing, 50% of our Operating Partnership's investments must be in real estate over which it maintains the right to substantially participate in the management and development activities. An example in the Plan Asset Regulation indicates that if 50% or more of an entity's properties are subject to long-term leases under which substantially all management and maintenance activities with respect to the properties are the responsibility of the lessee, such that the entity merely assumes the risk of ownership of income-producing real property, then the entity may not be eligible for the "real estate operating company" exception. By contrast, a second example in the Plan Asset Regulation indicates that if 50% or more of an entity's investments are in shopping centers in which individual stores are leased for relatively short periods to various merchants, as opposed to long-term leases where substantially all management and maintenance activities are the responsibility of the lessee, then the entity will likely qualify as a real estate operating company. The second example further provides that the entity may retain contractors, including affiliates, to conduct the management of the properties so long as the entity has the responsibility to supervise and the

authority to terminate the contractors. We intend to use contractors over which we have the right to supervise and the authority to terminate. Due to the uncertainty of the application of the standards set forth in the Plan Asset Regulation, there can be no assurance as to our ability to structure our operations, or the operations of our Operating Partnership, as the case may be, to qualify for the "venture capital operating company" and "real estate operating company" exceptions.

Plan Assets—Not Significant Investment Exception

The Plan Asset Regulation provides that equity participation in an entity by benefit plan investors is "significant" if at any time 25% or more of the value of any class of equity interests is held by benefit plan investors. As modified by the PPA, a "benefit plan investor" is now defined to mean an employee benefit plan subject to Part 4 of Title I of ERISA, any plan to which Section 4975 of the Code applies and any entity whose underlying assets include plan assets by reason of a plan's investment in such entity. In the event we cannot ultimately establish that we are an operating company, we intend to restrict ownership of each class of equity interests held by benefit plan investors to an aggregate value of less than 25% and thus qualify for the exception for investments in which equity participation by benefit plan investors is not significant (the "**Insignificant Participation Exception**").

Consequences of Holding Plan Assets

In the event that our underlying assets were treated by the U.S. Department of Labor as plan assets, our management would be treated as fiduciaries with respect to each Plan or IRA shareholders, and an investment in our shares might expose the fiduciaries of the Plan or IRA to co-fiduciary liability under ERISA for any breach by our management of the fiduciary duties mandated under ERISA. Further, if our assets are deemed to be plan assets, an investment by a Plan or IRA in our shares might be deemed to result in an impermissible commingling of plan assets with other property.

If our management or affiliates were treated as fiduciaries with respect to Plan or IRA shareholders, the prohibited transaction restrictions of ERISA would apply to any transaction involving our assets. These restrictions could, for example, require that we avoid transactions with entities that are affiliated with our affiliates or us or restructure our activities in order to obtain an administrative exemption for the U.S. Department of Labor from the prohibited transaction restrictions. Alternatively, we might have to provide Plan or IRA shareholders with the opportunity to sell their shares to us or we might dissolve or terminate.

Prohibited Transactions

Generally, both ERISA and the Code prohibit Plans and IRAs from engaging in certain transactions involving plan assets with specified parties, such as sales or exchanges or leasing of property, loans or other extensions of credit, furnishing goods or services, or transfers to, or use of, plan assets. The specified parties are referred to as "parties-in-interest" under ERISA and as "disqualified persons" under the Code. These definitions generally include both parties owning threshold percentage interests in an investment entity and "persons providing services" to the Plan or IRA, as well as employer sponsors of the Plan or IRA, fiduciaries and other individuals or entities affiliated with the foregoing.

A person generally is a fiduciary with respect to a Plan or IRA for these purposes if, among other things, the person has discretionary authority or control with respect to plan assets or provides investment advice for a fee with respect to plan assets. Under U.S. Department of Labor regulations, a person will be deemed to be providing investment advice if that person renders advice as to the advisability of investing in our shares, and that person regularly provides investment advice to the Plan or IRA pursuant to a mutual agreement or understanding that such advice will serve as the primary basis for investment decisions, and that the advice will be individualized for the Plan or IRA based on its particular needs. Thus, if we are deemed to hold plan assets, our management could be characterized as fiduciaries with respect to such assets, and each would be deemed to be a party-in-interest under ERISA and a disqualified person under the Code with respect to investing Plans and IRAs. Whether or not we are deemed to hold plan assets, if we or our affiliates are affiliated with a Plan or IRA investor, we might be a disqualified person or party-in-interest with respect to such Plan or IRA investor, resulting in a prohibited transaction merely upon investment by such Plan or IRA in our shares.

Prohibited Transactions—Consequences

Absent an exemption, ERISA forbids Plans from engaging in prohibited transactions. Fiduciaries of a Plan that allow a prohibited transaction to occur will breach their fiduciary responsibilities under ERISA, and may be liable for any damage sustained by the Plan, as well as civil (and criminal, if the violation was willful) penalties. If it is determined by the U.S. Department of Labor or the IRS that a prohibited transaction has occurred, any disqualified person or party-in-interest involved with the prohibited transaction would be required to reverse or unwind the transaction and, for a Plan, compensate the Plan for any loss resulting therefrom. Additionally, the Code requires that a disqualified person involved with a prohibited transaction must pay an excise tax equal to a percentage of the "amount involved" in the transaction for each year in which the transaction remains uncorrected. The percentage is generally 15%, but is increased to 100% if the prohibited transaction is not corrected promptly. For IRAs, if an IRA engages in a prohibited transaction, the tax-exempt status of the IRA may be lost.

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PLAN OF DISTRIBUTION

The Offering

We are hereby offering pursuant to the terms of this Memorandum, a maximum of $2,165,000,000 of our common shares, par value $0.01 per share; provided that the price per share may change in future quarters, in the sole discretion of the Trustee, as determined using the same principles as used to determine the Projected Trust NAV. As of June 30, 2026, there was up to $1.185 billion of Common Shares available for future issuance in the Private Offering, before selling commissions and expenses after calculating capital raise from other sources and issuance of Operating Partnership units. The Company intends to continue selling Common Shares in the Private Offering on a monthly basis. Our Trustee may increase the maximum aggregate amount of this offering, in its sole discretion, to acquire additional properties consistent with our investment objectives, which are intended to include properties owned or controlled by ExchangeRight to take advantage of ExchangeRight's diversification and scale as well as its aggregation strategy. Our Trustee may expand the offering to achieve those objectives if such an expansion would result in a projected NAV per share (determined using the same principles as used to determine the Projected Trust NAV) that is equivalent to or at a premium to the then-current NAV per share of the Trust based in part on an independent real estate valuation from the Independent Valuation Firm, or a successor independent appraiser.

We intend to offer the shares from time to time, on a continuous basis, up to the maximum aggregate offering amount from time to time; however, we may suspend or terminate this offering at any time. The amount of shares available may be reduced as a result of other share classes being offered as well as issuance of OP units in exchange for an interest in certain properties. Upon the total capital raised from these sources being the equivalent of the $2,165,000,000 maximum offering, net of selling commissions, we will expand the offering regardless of the amount of Class D, Class I, Class A, Class S, Class ER-D, Class ER-I, Class ER-A, or Class ER-S shares that are issued and outstanding.

The minimum purchase for Class D shares, Class A shares, and Class S shares is $25,000. The minimum purchase for Class I shares is $25,000,000. The Sponsor reserves the right, at its sole discretion, to lower this minimum investment. The offering price per share may change in future quarters at the sole discretion of the Trustee. The Trust has not set a minimum offering amount for this offering. All proceeds from the sale of shares will be delivered directly to the Trust's operating account and be available for immediate use by the Trust at its discretion. See "*Estimated Use of Proceeds*."

Marketing of Shares

Offers and sales of shares will be made on a "best efforts" basis by Broker-Dealers who are members of FINRA. The four share classes have different minimum investment amounts, selling commissions and ongoing fees. We are offering to sell any combination of Class D, Class I, Class A, and Class S shares with a dollar value up to the maximum offering amount. The following fees will be paid from the gross offering price of shares sold in this offering, except where otherwise noted. For Class D and I shares, ERS, an Affiliate of the Sponsor, may act as the Broker-Dealer of record for investors of RIAs and may receive a fee of 0.25% of the gross offering price from the Sponsor in consideration for this role; this fee will be paid directly by the Sponsor and will not be reimbursed by the Trust or paid from offering proceeds. For Class A shares, the Trust will pay the following Selling Commissions and Expenses: (i) Selling Commissions of up to 6.00% of the gross offering price to participating Broker-Dealers; (ii) a nonaccountable marketing and due diligence allowance of up to 1.25% of the gross offering price of shares sold in this offering to the Broker-Dealers; and (iii) 0.50% of the gross offering price to ERS to oversee the sale of the Sponsor's offerings. Any portion of this 0.50% not paid to ERS may be retained by the Sponsor on a nonaccountable basis, up to half of which may be reallowed to Broker-Dealers at ERS's discretion. In addition, the Sponsor has agreed to pay a portion of the Selling Commissions and Expenses in an amount up to approximately 1.80% of the gross offering price of shares sold in this offering. Our Sponsor has agreed that under no circumstances may proceeds from this offering be used to pay the Sponsor support reimbursement. As a result, the aggregate amount of the Selling Commissions and Expenses paid by the Trust will not exceed 5.95% of the maximum offering amount. For Class D shares, there are no upfront Selling Commissions or upfront fees paid by the Trust; however, ERS may receive an ongoing Dealer Manager Fee of 0.25% per annum from declared distributions, not from offering proceeds, to reimburse the Sponsor for its costs associated with providing shareholders and their Registered Investment Advisors or Representatives with access to various custodians and/or platforms Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the investor. For Class S shares, the Trust will pay Selling Commissions of up to 3.50% of the gross offering price to Broker-Dealers. In addition, each shareholder subscribing for Class S

shares shall directly pay their respective Broker-Dealer 0.60% per annum of the initial subscription price for the Class S shares for their financial advisor or registered representative and 0.25% to ERS as the Managing Broker-Dealer. Such 0.25% per annum shall be utilized by ERS to reimburse the Sponsor for its costs associated with providing a shareholder and its Broker-Dealer with access to various custodians and/or platforms. Should the custodians and/or platforms and related expenses not be required, the 0.25% per annum shall be eligible to be rebated to the Broker-Dealers. The total of such fees paid to the Broker-Dealer will not exceed the Stockholder Servicing Fee of 0.85% per annum. The stockholder servicing fee may be other amounts, provided that the sum of such fees will not exceed the 0.85% per annum of the initial subscription price of such shares. The Stockholder Servicing Fee shall only be payable directly to the Broker-Dealers through distributions declared by the Trust, and shall not be accrued or impact shareholder equity. As a result, the Class S shares are anticipated to have the same NAV as the Trust's other share classes. In the event the Trust does not declare a distribution or if such distribution is not sufficient to cover the Stockholder Servicing Fee, then no such Stockholder Servicing Fee shall be paid to the Broker-Dealer in that current period. We will cease paying the Stockholder Servicing Fee to the shareholder's Broker-Dealer of record with respect to any Class S share held in a shareholder's account upon the sooner of 1) a redemption of the Class S share by the shareholder or 2) at the end of the month in which we determine that total upfront Selling Commissions and Expenses and Stockholder Servicing Fees paid to the shareholder's Broker-Dealer of record with respect to the shares held by such shareholder within such account would exceed, in the aggregate, 8.75% of the gross proceeds from the sale of such shares. At the end of such month, such Class S share will convert into a number of Class D shares (including any fractional shares) with an equivalent aggregate NAV for any such share. Although we cannot predict the length of time over which the stockholder servicing fee will be paid, this fee would be paid with respect to a Class S share over approximately 6.18 – 8.75 years from the date of purchase, assuming payment of the full upfront selling commissions and consistent payment of the Stockholder Servicing Fee. The Sponsor may pay higher marketing and due diligence allowances for certain Broker-Dealers, which Broker-Dealers would accept reduced Selling Commissions on a pro rata basis. The Sponsor may, at its sole discretion, pay up to an additional 1.50% in commissions to Broker-Dealers, which will be paid by the Sponsor and will not be reimbursed by the Trust or paid out of offering proceeds. The Sponsor may pay reduced Selling Commissions and Expenses or waive such sums with respect to shares purchased by Affiliates and other persons.

Principals of the Sponsor are Affiliates of Lighthouse Capital Group, LLC who also may be representing investors considering investment in the shares, which may be making offers and sales of shares and will receive an economic benefit from the sale of shares.

Subscription Process

To purchase shares in this offering, you must complete and sign a subscription agreement, like the one contained in this Memorandum as Exhibit A. Subscriptions will be effective only upon our acceptance, and we reserve the right to reject any subscription in whole or in part. We intend to accept subscriptions only on (or as of) the first day of any calendar month. We will accept or reject subscriptions within 30 days after we receive them. If your subscription agreement is rejected, your funds, without interest, or reductions for offering expenses, commissions or fees will be returned to you within ten business days after the date of such rejection. If your subscription is accepted, we will send you a confirmation of your purchase after you have been admitted as an investor, which we expect to be the first day of the calendar month next following our acceptance of your subscription. We may admit new investors at least monthly, and we may admit new investors more frequently.

Transfers

No transfer of shares may be effected unless the transfer is made in compliance with applicable law, our suitability standards and the potential transferee executes completes, executes and delivers a subscription agreement and agrees to be bound by its terms.

LEGAL AND ACCOUNTING MATTERS

Legal counsel, including Barnes & Thornburg LLP, Venable, LLP, Fidazzo Cohen, and Belice, Inc., represent the Trust, ExchangeRight, the Asset Manager and the Property Manager and their affiliates and do not purport to represent our shareholders or potential investors, who should consult their own counsel.

We engaged auditors beginning in 2019 to complete a year-end audit and to also prepare and oversee tax reporting requirements on behalf of the Trust and shareholders. We have selected Grant Thornton LLP as our independent accountants as of the date of this Memorandum. We may subsequently change accountants in our sole discretion.

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HOW TO SUBSCRIBE

Persons who meet the applicable minimum suitability standards described in the "*Suitability Standards*" section of this Memorandum and suitability standards determined by such persons' broker or financial advisor may purchase our shares. After you have read the entire Memorandum and the current supplement(s), if any, accompanying this Memorandum, if you want to purchase shares, you must proceed as follows:

(1) Complete the execution copy of the applicable subscription agreement. A specimen copy of the subscription agreement, including instructions for completing it for new investors, is included in this Memorandum as Exhibit A. You should deliver your completed and signed subscription agreement (including its financial statement as required by the subscription agreement) to the Trustee at:

Investor Relations ExchangeRight Income Fund Trustee, LLC
c/o ExchangeRight Essential Income REIT
9215 Northpark Drive
Johnston, IA 50131

(2) Deliver an amount equal to the full amount of your purchase price for your shares to the Trust either by (i) a check payable to "**ExchangeRight Essential Income REIT**" or (ii) a wire transfer to ExchangeRight Essential Income REIT.

For increased security, we will provide wiring instructions to all investors separately. Please call in advance of initiating any wire to verify account information. **No investor or their representatives should initiate a wire until such wiring instructions have been verified by phone with ExchangeRight's Investor Relations department at 855-379-8172.**

(3) By executing the subscription agreement and paying the full purchase price for the shares subscribed for, you will attest that you meet the minimum net worth and/or income standards as provided in the "*Suitability Standards*" section of this Memorandum and as stated in the subscription agreement.

An approved trustee must process through us and forward to us subscriptions made through IRAs, 401(k) plans and other tax-deferred plans.

Subscriptions will be effective only upon our acceptance, and we reserve the right to reject any subscription in whole or in part. We intend to accept subscriptions only on (or as of) the first day of any calendar month.

We will accept or reject subscriptions within 30 days after we receive them. If your subscription agreement is rejected, your funds, without interest, or reductions for offering expenses, commissions or fees will be returned to you within ten business days after the date of such rejection. If your subscription is accepted, we will send you a confirmation of your purchase after you have been admitted as an investor, which we expect to be the first day of the calendar month next following our acceptance of your subscription. We may admit new investors monthly, and we may admit new investors more frequently. It is our intention to admit investors as of the first day of any calendar month.

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ADDITIONAL INFORMATION

This Memorandum contains references to or summaries of certain provisions of the investment documents and certain other documents. All such summaries are qualified in their entirety by reference to said documents, copies of which will be made available (subject to certain limitations and requirements) by us upon request, and reference is made to such documents for complete information concerning the rights and obligations of the parties thereto. Those agreements and the various other documents referred to in this Memorandum or included in the exhibits and appendices may be subject to further negotiation or changes. Such negotiations and changes will not, however, result in changes that, in the aggregate, are materially adverse to our shareholders. It is not anticipated that revised drafts of documents will be distributed to investors prior to the time an investor's subscription for our common shares is accepted by us. However, prospective investors and their authorized representatives are invited to review any such materials from time to time at our offices or to make inquiry of us with respect thereto. Information contained herein has been obtained from sources deemed reliable. Such information necessarily incorporates significant assumptions as well as factual matters.

During the course of the offering of our shares of beneficial interest, each prospective investor is invited to examine documents relating to this investment and to ask questions of and obtain additional information from us concerning the terms and conditions of the offering or any other relevant matters (including, but not limited to, additional information necessary to verify the accuracy of the information set forth herein) to the extent we possesses such information or can acquire it without unreasonable effort or expense. Our offices are located at 1055 E. Colorado Blvd., Suite 310, Pasadena, CA 91106, telephone number: (626) 696-2918, facsimile number: (877) 711-4047, email: investors@exchangeright.com.

Our internet website includes all of our public filings and is accessible at https://www.exchangeright.com/the-essential-income-reit/.

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EXHIBIT A
FORM OF SUBSCRIPTION DOCUMENTS

Subscription Agreement

Any person or entity desiring to subscribe ("Subscriber") for common shares of beneficial interest (the "Shares") in the ExchangeRight Essential Income REIT (the "Trust") must carefully read and review the confidential private placement memorandum relating to the offering of the Shares, dated July 30, 2026 (collectively, the "Memorandum") and as may be supplemented from time to time. The Trust is offering multiple classes of Shares at the following offering prices per share:

CLASS I	CLASS D	CLASS S	CLASS A
$27.63 per share	**$27.63 per share**	**$28.63 per share**	**$29.38 per share**

Any person or entity desiring to subscribe for any class of Shares must complete the purchaser questionnaire that follows these instructions. Please follow the appropriate instructions listed below for the items indicated. If not submitting electronically, please use a ballpoint pen to fill out the form. Please respond to each question for each applicable section, even if the response is "None" or "Not Applicable," unless directed otherwise. Capitalized terms not defined herein shall have the meaning set forth in the Memorandum. All information provided is confidential and will be used solely for investment purposes.

MINIMUM INVESTMENT

Shares will be sold only to prospective investors who: (i) have read the Private Placement Memorandum, including all supplements and exhibits, (ii) purchase at least the minimum initial subscription amount for the applicable share class, subject to certain exceptions at the discretion of the Trust, as follows:

SHARE CLASS	PRICE PER SHARE	MINIMUM INVESTMENT	NUMBER OF SHARES
Class I	$27.63	$25,000,000	Approximately 904,813.61
Class D	$27.63	$25,000	Approximately 904.81
Class S	$28.63	$25,000	Approximately 873.21
Class A	$29.38	$25,000	Approximately 850.92

(iii) meet the requirements and make the representations set forth in the Memorandum and this Subscription Agreement, including that each investor is an "Accredited Investor" as defined in Section 501(a) of Regulation D of the Securities Act of 1933, as amended.

SUBMISSION & DELIVERY

EMAIL
investors@exchangeright.com

FAX
(877) 711-4047

MAIL
9215 Northpark Dr
Johnston, IA 50131

SECURE LINK
Available upon request

WIRE
Instructions available upon request

CHECK
Payable to "ExchangeRight Essential Income REIT"

CUSTODIAN All paperwork and funding for custodian-held investments must be submitted through your Custodian. Please contact your custodian for their instructions and any additional paperwork that may be required to accompany our Subscription Agreement.

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Investment Checklist

Required sections and supporting documents by account type

INDIVIDUAL / JOINT TENANTS

REQUIRED SECTIONS

1 2 3 4 5* 6 7 8 9^ 12 13 14 15 16

**Section 5 is required only for custodian-held accounts.*
^Section 9 (Transfer on Death) is optional for Non-Custodian Held Individual and JTWROS accounts that wish to designate beneficiaries.

CUSTODIAN HELD

- ✓ Valid ID (Driver's License or Passport) of Authorized signer(s)

NON-CUSTODIAN HELD (DIRECT INVESTMENTS)

- ✓ Valid ID (Driver's License or Passport) of Authorized signer(s)
- ✓ Voided Check, Bank Statement, or Similar Document

IRA ACCOUNT TYPES

REQUIRED SECTIONS

1 2 3 4 5 6 7 8 12 13 15 16

W-9 (Section 14) should be left blank as the custodian will provide a copy.

CUSTODIAN HELD

- ✓ Valid ID (Driver's License or Passport) of Authorized signer(s)

TRUSTS

REQUIRED SECTIONS

1 2 3 4 5* 6 7 8 10 12 13 14 15 16

**Section 5 is required only for custodian-held accounts.*

CUSTODIAN HELD

- ✓ Trust Agreement or Trust Certificate
- ✓ Valid ID (Driver's License or Passport) of Authorized signer(s)

NON-CUSTODIAN HELD (DIRECT INVESTMENTS)

- ✓ Trust Agreement or Trust Certificate
- ✓ Valid ID (Driver's License or Passport) of Authorized signer(s)
- ✓ Voided Check, Bank Statement, or Similar Document

LLC / CORPORATIONS / OTHER LEGAL ENTITIES

REQUIRED SECTIONS

1 2 3 4 5* 6 7 8 11 12 13 14 15 16

**Section 5 is required only for custodian-held accounts.*

CUSTODIAN HELD

- ✓ Operating Agreement, Resolution, Bylaws, or Similar Agreement
- ✓ Valid ID (Driver's License or Passport) of Authorized signer(s)

NON-CUSTODIAN HELD (DIRECT INVESTMENTS)

- ✓ Operating Agreement, Resolution, Bylaws, or Similar Agreement
- ✓ Valid ID (Driver's License or Passport) of Authorized signer(s)
- ✓ Voided Check, Bank Statement, or Similar Document

Quick Reference

Investing Through a Custodian

1 Custodian Availability

The ExchangeRight Essential Income REIT is available for custody services through a wide range of custodian platforms. For details on current custodial relationships or assistance onboarding a new custodian, please contact Investor Relations at investors@exchangeright.com or reach out to your Wholesaler. Many custodians assign unique identifiers/CUSIPs for each share class. Our team can provide the correct identifier upon request to ensure accurate processing. Subscription documents may also be completed via approved third-party platforms such as AIX and Altigo, which offer custodian integrations.

2 Submit Required Paperwork to Custodian

To initiate the investment, submit the REIT's Subscription Agreement along with any custodian-required forms and supporting documents directly to your custodian using their preferred method. As each custodian has its own signature and documentation standards, confirm acceptable formats and authorization requirements directly with them if needed. Upon receipt, the custodian will begin its review process.

3 Custodian Submission to ExchangeRight

After review and approval, the custodian forwards the fully executed subscription documents, along with their countersignature or official stamp directly to ExchangeRight. Custodians typically provide an estimated funding timeline, allowing us to anticipate when investment proceeds will be received.

4 Transaction Coordinator Assigned & Paperwork Reviewed

Once documents are received, a dedicated transaction coordinator is assigned to manage the investment from start to finish. While the custodian may have approved the submission, our internal review may identify outstanding items, such as missing information or additional documentation. Any required updates are promptly communicated to the advisor to help avoid delays and keep the process moving efficiently.

5 Closing Confirmation

The REIT processes closings on the 1st of each month. After documents are finalized and funds have cleared, a formal closing email is sent to the investor(s), advisor, and custodian. This communication includes a trade confirmation and an investor welcome letter detailing key information such as shares owned and current investment value.

Need assistance or have custodian questions? Contact our Investor Relations Team.

investors@exchangeright.com · 626-204-8159 · Operating hours 9am – 5pm CT

SECTION 1 ACCOUNT REGISTRATION
Required By All Subscribers

INVESTING ENTITY NAME

This is the (Individual, Joint, Trust, Legal Entity, Custodian Registration) name under which the investment will be registered.

PRIMARY TAX ID

The number provided will be used on required tax documents and should match the IRS Form W-9 provided. If your account is qualified (non-taxable), use the custodian's tax ID instead.

SECTION 2 SHARE CLASS CONFIRMATION
Required By All Subscribers

☐ **CLASS I** ☐ **CLASS D** ☐ **CLASS S** ☐ **CLASS A**

SECTION 3 INVESTMENT INFORMATION
Required By All Subscribers

INVESTMENT AMOUNT

$ _____

RIA TRANSACTION ☐ Yes ☐ No

HOW SHARES WILL BE PURCHASED ☐ Wire ☐ Check ☐ Custodian

SECTION 4 TYPE OF ACCOUNT
Required By All Subscribers

Please refer to the Investment Checklist provided on Page 2 for the list of supporting documents required per entity type.

☐ Individual
☐ Joint Tenants w/ Rights of Survivorship
☐ Community Property
☐ Community Property w/ Rights of Survivorship
☐ Tenants in Common # OF TENANTS _____
☐ Revocable Trust
☐ Irrevocable Trust
☐ Single Member LLC
☐ Multiple Member LLC
☐ Partnership
☐ Corporation
☐ Benefit Plan Investor
☐ 401K Plan
☐ IRA
☐ SEP IRA
☐ ROTH IRA
☐ Inherited IRA

☐ Other - please specify: _____

SECTION 5 CUSTODIAN INFORMATION
Required For Custodian-Held Investments

CUSTODIAN NAME

CUSTODIAN ACCOUNT NUMBER

ACCOUNT TYPE ☐ Qualified (Non-Taxable) ☐ Non-Qualified (Taxable)

SECTION 6 INVESTOR INFORMATION
Required By All Subscribers

PRIMARY INVESTOR / AUTHORIZED SIGNATORY / TRUSTEE

Copy of Valid ID (Driver's License or Passport) required.

PREFIX **FIRST NAME** **MIDDLE NAME**

LAST NAME **SUFFIX** **DATE OF BIRTH**

SSN **OCCUPATION (FORMER, IF RETIRED)**

EMPLOYMENT STATUS ☐ Employed ☐ Unemployed ☐ Retired **CITIZENSHIP** ☐ US Citizen ☐ Resident Alien ☐ Non-Resident Alien

RESIDENCE ADDRESS *(No P.O. Boxes.)* **CITY** **STATE** **ZIP**

EMAIL ADDRESS **PHONE**

SECTION 6 INVESTOR INFORMATION - CONTINUED
Co-Investor, Power of Attorney

CO-INVESTOR / CO-AUTHORIZED SIGNATORY / CO-TRUSTEE

Copy of Valid ID (Driver's License or Passport) required.

PREFIX **FIRST NAME** **LAST NAME**

DATE OF BIRTH **SSN** **OCCUPATION**

EMAIL **PHONE**

RESIDENCE ADDRESS *(No P.O. Boxes.)* **CITY** **STATE** **ZIP**

POWER OF ATTORNEY

Complete only if acting under a valid POA. POA Documents and Copy of Valid ID (Driver's License or Passport) required.

PREFIX **FIRST NAME** **MIDDLE NAME**

LAST NAME **SUFFIX** **DATE OF BIRTH**

EMAIL ADDRESS **PHONE**

MAILING ADDRESS **CITY** **STATE** **ZIP**

SECTION 7 MAILING ADDRESS
Required By All Subscribers

☐ **SAME AS PRIMARY INVESTOR'S RESIDENCE ADDRESS ABOVE** *(check this box to skip the fields below)*

MAILING ADDRESS **CITY** **STATE** **ZIP**

SECTION 8 AFFILIATIONS AND CONTROL
Required By All Subscribers

Please answer the following questions. If you select "Yes," please provide the requested information beneath the applicable question.

1. AFFILIATION WITH EXCHANGERIGHT OR RELATED ENTITIES

Are any account owners, employees or members of ExchangeRight Real Estate, LLC, ExchangeRight Securities, LLC, FINRA, or a stock exchange, or immediate family members of such individuals?

☐ Yes ☐ No

If Yes, provide the individual's name and the affiliated company

2. SENIOR OFFICER, DIRECTOR, OR LARGE SHAREHOLDER STATUS

Are any account owners or their immediate family members a senior officer, director, or large shareholder (owning 10% or more) of a publicly traded company?

☐ Yes ☐ No

If Yes, provide individual's name, percentage of ownership, and company name

3. FIRM AUTHORIZATION REQUIREMENT

If your client answered "Yes" to questions 1 or 2 above, does your firm require the advisor to obtain approval before placing this transaction?

☐ Yes ☐ No

If Yes, please provide evidence of authorization from your firm

SECTION 9

TRANSFER ON DEATH

Optional for Non-Custodian Held Individual and JTWROS Subscribers

A Transfer on Death (TOD) designation transfers ownership of shares to the named beneficiary(ies) upon the registered owner's death, subject to receipt of required proof and documentation. TOD designations are not accepted for residents of Louisiana or Puerto Rico and may not be used with custodial registrations, as beneficiaries for custodial accounts are designated through the custodian.

INSTRUCTIONS

Primary percentages must total 100%. Contingent percentages must also total 100%. Contingent beneficiaries inherit only if all primary beneficiaries predecease the owner.

This section does not apply to custodian-held registrations or entity subscribers (such as trusts, LLCs, partnerships, or corporations); beneficiaries for those accounts are designated through the custodian or governing entity documents.

PRIMARY BENEFICIARIES

First in line to receive the shares upon the owner's death.

	FULL NAME	DOB	SSN	SHARE %
PRIMARY 1				
	EMAIL		PHONE	
PRIMARY 2				
	EMAIL		PHONE	
PRIMARY 3				
	EMAIL		PHONE	
PRIMARY 4				
	EMAIL		PHONE	

CONTINGENT BENEFICIARIES

Receive the shares only if all primary beneficiaries predecease the owner.

	FULL NAME	DOB	SSN	SHARE %
CONTINGENT 1				
	EMAIL		PHONE	
CONTINGENT 2				
	EMAIL		PHONE	
CONTINGENT 3				
	EMAIL		PHONE	
CONTINGENT 4				
	EMAIL		PHONE	

SECTION 10 TRUST INFORMATION
Required for Trust Subscribers

Copy of Trust Agreement or Trust Certificate required.

FULL LEGAL TRUST NAME

TAX ID | **EFFECTIVE DATE OF TRUST** | **STATE OF FORMATION**

SECTION 11 ENTITY INFORMATION
Required for Entity Subscribers

Copy of Entity Documents confirming signing authority required (e.g., operating agreement, bylaws, resolution, etc.).

FULL LEGAL ENTITY NAME

TAX ID | **EFFECTIVE DATE OF ENTITY** | **STATE OF FORMATION**

PRINCIPAL PLACE OF BUSINESS

CITY | **STATE** | **ZIP CODE**

BENEFICIAL OWNERS (25% OR MORE)

Complete for each individual who directly or indirectly owns 25% or more of the entity listed above.

OWNER 1 · FULL NAME	SSN	OWNERSHIP %	DATE OF BIRTH
OWNER 2 · FULL NAME	SSN	OWNERSHIP %	DATE OF BIRTH
OWNER 3 · FULL NAME	SSN	OWNERSHIP %	DATE OF BIRTH
OWNER 4 · FULL NAME	SSN	OWNERSHIP %	DATE OF BIRTH

CONTROLLING INDIVIDUAL

Please enter the following information for one individual with significant responsibility for managing the entity listed above (e.g. Chief Executive Officer, Chief Financial Officer, Managing Member, General Partner, President, etc.) or any other individual who regularly performs similar functions.

FULL NAME | **TITLE**

SOCIAL SECURITY NUMBER | **DATE OF BIRTH**

CONTROLLING INDIVIDUAL SIGNATURE

I, _____

(name of person authorized to sign on behalf of investing entity), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

SIGNATURE | **DATE**

SECTION 12

506(C) ACCREDITED INVESTOR CERTIFICATION

Required By All Subscribers

INVESTING ENTITY NAME

This is the (Individual, Joint, Trust, Custodian Registration, Legal Entity) name under which the investment will be registered.

This offering is conducted under Rule 506(c) of Regulation D under the Securities Act of 1933. All subscribers must be accredited investors, and the issuer is required to take reasonable steps to verify each investor's accredited status. If you do not see a category that applies to you, please contact your financial advisor.

INSTRUCTIONS

All investors are required to review and complete Steps 1, 2, and 3 below to be eligible to subscribe to the Trust.
Step 1: Confirm that the investment is not financed by any third party, and indicate your acknowledgment by initialing.
Step 2: Select the applicable accredited investor category and initial next to your selection.
Step 3: Select a third-party verification method for accredited investor status in accordance with Rule 506(c).

1 STEP 1
Confirm Your Investment Is Not Third-Party Financed

Required By All Subscribers

All investors must review and initial the “Investor Certification of Non-Financed Investment” below. If securities are held jointly, each investor **must initial**.

INVESTOR _____ CO-INVESTOR _____

INVESTOR CERTIFICATION OF NON-FINANCED INVESTMENT

The investment amount is not financed, in whole or in part, by any third party for the specific purpose of making this investment.

2 STEP 2
Confirm Your Accredited Investor Status

Required By All Subscribers

All investors **must initial** the applicable category under the “Accredited Investor Status” section that reflects the basis for their accredited investor status. If securities are held jointly, each investor **must initial**.

ACCREDITED INVESTOR STATUS *Find your investor type below and initial the statement(s) that apply.*

INDIVIDUAL INVESTORS *Individual and Joint Tenant account types*

INVESTOR _____ CO-INVESTOR _____

Net Worth - I am a natural person whose individual net worth, or joint net worth with my spouse or spousal equivalent, exceeds $1,000,000, excluding the value of my primary residence.

INVESTOR _____ CO-INVESTOR _____

Income - I am a natural person who had income in excess of $200,000 in each of the two most recent years (or $300,000 jointly with my spouse or spousal equivalent) and reasonably expect to reach the same income level in the current year.

INVESTOR _____ CO-INVESTOR _____

Professional Certification - I am a natural person who holds in good standing a Series 7, Series 65, or Series 82 license or other qualifying professional certification designated by the SEC and therefore qualify as an Accredited Investor.

REVOCABLE TRUSTS

INVESTOR _____ CO-INVESTOR _____

Grantors are Accredited - The Investor is a revocable trust, and each grantor of the trust is an Accredited Investor.

INVESTOR _____ CO-INVESTOR _____

Assets > $5M - The Investor is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered hereby, and the investment decision is directed by a person with such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment.

INVESTOR _____ CO-INVESTOR _____

Institutional Trustee - The Investor is a trust with a trustee or co-trustee that is a bank, insurance company, registered investment company, business development company, or small business investment company.

IRREVOCABLE TRUSTS

INVESTOR CO-INVESTOR

Assets > $5M - The Investor is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered hereby, and the investment decision is directed by a person with such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment.

Institutional Trustee - The Investor is a trust with a trustee or co-trustee that is a bank, insurance company, registered investment company, business development company, or small business investment company.

INVESTOR CO-INVESTOR

ENTITIES *LLC, Corporation, Partnership, and other Legal Entities*

All Equity Owners Accredited - The Investor is an entity in which all equity owners are Accredited Investors.

INVESTOR CO-INVESTOR

501(c)(3) / Business Trust / Partnership / LLC > $5M - Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

INVESTOR CO-INVESTOR

Entity with Investments > $5M - The Investor is an entity of any type that owns investments in excess of $5,000,000 (as defined in Rule 2a51-1(b) under the Investment Company Act) and was not formed for the specific purpose of investing in the securities offered hereby.

INVESTOR CO-INVESTOR

Financial Institution - The Investor is a bank, savings and loan association, insurance company, registered investment company, business development company, small business investment company, or rural business investment company.

INVESTOR CO-INVESTOR

Family Office > $5M AUM - The Investor is a family office with at least $5,000,000 in assets under management, not formed for the specific purpose of acquiring these securities, and whose investment is directed by a person capable of evaluating the merits and risks of the investment, or a family client of such a family office.

INVESTOR CO-INVESTOR

3 STEP 3
Select Your 506(c) Accredited Investor Verification Method

Required By All Subscribers

CHOOSE ONLY ONE of the three options below to satisfy the Rule 506(c) accredited investor verification requirement.

OPTION 1 Minimum Investment Exception

Available to investors meeting the qualifying investment minimum

Investors who meet the applicable minimum investment thresholds listed below may rely on the Minimum Investment Exception to satisfy the Rule 506(c) accredited investor verification requirement. If you do not meet the required minimum investment, you must complete one of the Rule 506(c) Accredited Investor Verification methods described in Options 2, 3, or 4 below.

Qualifying minimums:

- Individual investors: $200,000 minimum investment
- Legal entities (trust, LLC, corporation, partnership): $1,000,000 minimum investment

All investors **must initial** *the applicable category. If securities are held jointly, each investor* **must initial**.

INDIVIDUAL INVESTORS - $200,000 MINIMUM

Individual, Joint Tenants, Community Property, and certain non-entity trusts

INVESTOR CO-INVESTOR

I am a natural person (or the grantor of a trust not treated as a separate legal entity) investing at least $200,000 in this offering. I qualify as an accredited investor under Rule 501(a)(5) and/or Rule 501(a)(6).

LEGAL ENTITY INVESTORS - $1,000,000 MINIMUM

Trusts (treated as legal entities), LLCs, Corporations, Partnerships, and other legal entities

INVESTOR CO-INVESTOR

The Investor is a legal entity investing at least $1,000,000 in this offering and qualifies as an accredited investor under Rule 501(a)(3), (7), (8), (9), or (12), as applicable.

OPTION 2 — Verification Letter from a Qualified Professional

A licensed third-party professional confirms your accredited status

This option is for investors relying on a qualified third-party professional to complete and sign a verification letter confirming that reasonable steps have been taken to verify the investor's accredited status, based on supporting documentation.

IMPORTANT

The Verification Letter to be filled out by the Qualified Professional is included on the following page of this Subscription Agreement (Page 10).

All investors selecting this option must initial the applicable category in the "Supporting Documentation – Investor Confirmation" section below to confirm that the required documentation has been provided to the verifying professional.

The verifying professional must be one of the following:

- a registered broker-dealer as that term is defined under the Securities Exchange Act of 1934, as amended; or
- an SEC-registered investment adviser, registered under the Investment Advisers Act of 1940, as amended; or
- a licensed attorney in good standing; or
- a certified public accountant, duly registered and in good standing.

All investors **must initial** *the statement that applies to your account type. If securities are held jointly, each investor* **must initial**.

INVESTOR _____ CO-INVESTOR _____

INDIVIDUAL INVESTORS

Individual, Joint Tenants, and Community Property Accounts

I/we have provided Supporting Documents to the verifying third party to show my individual net worth, or my joint net worth together with my spouse or Spousal Equivalent. I affirm that I have completely and accurately disclosed all liabilities necessary to the verifying third party to determine my individual net worth, or my joint net worth together with my spouse or Spousal Equivalent.

INVESTOR _____ CO-INVESTOR _____

ENTITY INVESTORS

Trusts, LLCs, Corporations, Partnerships, and other legal entities

I/we have provided Supporting Documents to the verifying third party to show the entity's net worth. I affirm that I have completely and accurately disclosed all liabilities necessary to the verifying third party to determine the entity's net worth.

OPTION 3 — Third-Party Verification via Verify Investor, Inc.

Online 506(c) verification service

If you do not meet the Minimum Investment Exception (Option 1) or do not have a qualified professional to complete the verification letter (Option 2), you may request verification through Verify Investor, Inc.

You will receive an email from Verify Investor, Inc. with instructions to create a secure account at verifyinvestor.com and complete the verification process by uploading various supporting documents. Initial below to select this option. If securities are held jointly, each investor **must initial**.

INVESTOR _____ CO-INVESTOR _____

VERIFY INVESTOR

I would like to verify my accredited investor status through Verify Investor, Inc.

STEP 3 | OPTION 2

THIRD-PARTY ACCREDITED INVESTOR VERIFICATION LETTER

For the Verifying Professional Only

INSTRUCTIONS

To be completed and signed by a qualified third-party (broker-dealer, RIA, attorney, or CPA) on behalf of the investor. This verification letter is only required for investors who choose Option 2 in Step 3 (verification by a qualified professional) and are not using the Minimum Investment Exception (Option 1) or Option 3.

The undersigned understands that this certificate will be relied upon to determine the status of the Investor identified below as an "accredited investor." The undersigned understands that no sale of securities will be made to such investor unless such person is an "accredited investor" as that term is defined in Rule 501 under the Securities Act of 1933, as amended (the "Securities Act"). The undersigned understands that the Trust intends to rely on Rule 506(c) of the Securities Act as a safe harbor from the registration requirements under the Securities Act.

The undersigned hereby certifies as follows:

1. [The undersigned is authorized to sign this Certificate on behalf of my firm and that] [the undersigned is]/[the undersigned's firm is] one of the following (please check one):

- ☐ a registered broker-dealer as that term is defined under the Securities Exchange Act of 1934, as amended; or
- ☐ an SEC-registered investment adviser, registered under the Investment Advisers Act of 1940, as amended; or
- ☐ a licensed attorney in good standing under the laws of _____; or
- ☐ a certified public accountant, duly registered and in good standing under the laws of _____.

2. Within the last 90 days, the undersigned has taken all reasonable steps necessary to verify that the following investor (the "Investor") is an "accredited investor" as that term is defined in Rule 501(a) under the Securities Act.

INVESTING ENTITY NAME

This is the (Individual, Joint, Trust, Custodian Registration, Legal Entity) name under which the investment will be registered.

3. When determining that the Investor identified in paragraph (2) above is an accredited investor, the undersigned considered a number of factors, including but not limited to: (i) the nature of the person and the type of accredited investor that such person claims to be; and (ii) the amount and type of information that the undersigned has about such person.

4. The undersigned's performance of reasonable steps to verify the Investor's accredited investor status included verification of supporting documents (collectively, as applicable, the "Supporting Documents"):

5. The statements contained in this Certificate are based upon the undersigned's familiarity with the documentation obtained and actions taken by the undersigned to verify accredited investor status. While the undersigned is not aware of any facts that would lead it to believe that the Supporting Documents are incomplete or inaccurate, the undersigned makes no affirmative representation as to their completeness or accuracy.

6. The undersigned will retain adequate records that document the steps taken to verify that the above-identified Investor is an accredited investor. The undersigned confirms that (a) all supporting documentation will be made available to the Trust upon written request; and (b) the undersigned will retain the supporting documentation for a period of six (6) years from the date set forth below.

7. The undersigned knows of no facts, circumstances or events that are contrary to or inconsistent with the statements contained in this Certificate.

8. The undersigned will notify the Trust if anything in this Certificate ceases to be true prior to the Trust accepting the Investor's investment.

9. The undersigned acknowledges that this Certificate and any supporting documentation may be furnished to regulatory or government agencies upon their request.

For verification based on income, the following documents are applicable: obtaining any IRS form issued to the Investor (an "Income Verification Form") that reports income, including but not limited to Form W-2 (Wage and Tax Statement), Form 1099 (report of various types of income), Schedule K-1 of Form 1065 (Partner's Share of Income, Deduction, Credits, etc.) and a copy of a filed Form 1040 ("U.S. Individual Income Tax Return") for each of the two most recent years, (iii) receiving a written representation from the Investor that it has a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current and subsequent years.

For verification based on the basis of net worth, the following documents are applicable: (i) with respect to assets, obtaining any of the following documentation for each of the prior three months: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments and appraisal reports issued by independent third parties, (ii) with respect to liabilities, obtaining a recent consumer/credit report from at least one of the nationwide consumer reporting agencies.

By signing this Certificate, the undersigned affirms that the above statements are accurate.
IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate on the date set forth below.

SIGNATURE **DATE**

PRINTED NAME **TITLE**

FIRM NAME (LAW FIRM, ACCOUNTING FIRM, BROKER-DEALER, OR SEC-REGISTERED INVESTMENT ADVISER)

SECTION 13 — DISTRIBUTION PAYMENT INSTRUCTIONS

Required By All Subscribers

Select ONE of the two options below based on how your investment is held. Option A applies to custodian-held investments. Option B applies to direct (non-custodian) investments.

OPTION A — CUSTODIAN-HELD INVESTMENTS

Complete this option if your shares are held through a custodian (IRA, etc.)

☐ Send distributions directly to my custodian.

CUSTODIAN ACCOUNT NUMBER

OPTION B — NON-CUSTODIAN-HELD (DIRECT) INVESTMENTS

Choose ONE of the two methods below - either Direct Deposit or Third-Party Brokerage Check.

☐ OPTION 1 - DIRECT DEPOSIT

Provide a voided check, bank statement, or similar document confirming the routing and account numbers.

ACCOUNT TYPE ☐ Checking ☐ Savings

FINANCIAL INSTITUTION / BANK NAME

ROUTING NUMBER (9 DIGITS)

ACCOUNT NUMBER

Routing numbers must include all 9 digits.

☐ OPTION 2 - MAIL DISTRIBUTIONS TO A THIRD-PARTY BROKERAGE ACCOUNT

Provide a brokerage statement, bank letter, or similar document confirming the account number.

BROKERAGE FIRM NAME

ACCOUNT NUMBER

MAILING ADDRESS

CITY

STATE

ZIP CODE

PAYABLE NAME INSTRUCTIONS (IF APPLICABLE)

MEMO FIELD INSTRUCTIONS (IF APPLICABLE)

INVESTOR SIGNATURE

NAME

TITLE (IF APPLICABLE)

SIGNATURE

DATE

CO-INVESTOR SIGNATURE (IF APPLICABLE)

NAME

TITLE (IF APPLICABLE)

SIGNATURE

DATE

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SECTION 15

AGREEMENT
Required By All Subscribers

A. SUBSCRIPTION

1. Subject to the terms and conditions of this Subscription Agreement ("Subscription Agreement"), the Subscriber hereby subscribes for REIT common shares of beneficial interest, par value $0.01 per share (the "Shares"), in the ExchangeRight Essential Income REIT, a Maryland statutory trust (the "Trust"). The Shares are being offered in multiple classes, each with its own offering price per share and minimum initial subscription amount, as set forth below:

- Class I Shares: Offering price of $27.63 per share, subject to a $25,000,000 minimum initial subscription (approximately 904,813.61 shares).
- Class D Shares: Offering price of $27.63 per share, subject to a $25,000 minimum initial subscription (approximately 904.81 shares).
- Class S Shares: Offering price of $28.63 per share, subject to a $25,000 minimum initial subscription (approximately 873.21 shares).
- Class A Shares: Offering price of $29.38 per share, subject to a $25,000 minimum initial subscription (approximately 850.92 shares).

The Subscriber's aggregate purchase price and selected share class(es) shall be indicated in Section 2 and 3 hereof.

2. The Trust shall have the sole right, at its complete discretion, to accept or reject this application for a subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Trust only when it is signed by a duly authorized officer of the Trust or its Trustee (the "Trustee") and delivered to the undersigned at the Closing referred to in Section 8, subsection 1(c) hereof. Notwithstanding anything in this Subscription Agreement to the contrary, the Trust shall have no obligation to issue any of the Shares to any person who is a resident of a jurisdiction in which the issuance of the Shares to such person would constitute a violation of the securities, "blue sky", Patriot Act, or other similar laws of such jurisdiction.

3. The closing of the purchase and sale of the Shares (the "Closing") shall take place at such time and place as the Trust may designate, which the Trust expects will be the first day of the calendar month next following the date on which the Trust accepts or rejects Subscriber's subscription, but may be on any other date selected by the Trust in its sole discretion.

4. Payment for the Shares shall be received by the Trust from the Subscriber by cashier's check, wire transfer of immediately available funds in accordance with the procedures set forth in the Memorandum (as defined below), in the amount as set forth on the signature page hereto. The Trust will accept or reject subscriptions within 30 days after receipt of a fully executed and completed copy of this Subscription Agreement. If Subscriber's subscription is rejected, Subscriber's funds, without interest, shall be returned to Subscriber within ten business days after the date of such rejection.

B. PRIVACY POLICY

1. In accordance with securities law requirements and Patriot Act compliance, the Trust and its affiliates collects nonpublic personal information about investors from information received on subscription documents and other forms and information required in connection with a subscription for Shares and information concerning Subscriber's transaction with the Trust.

2. The Trust and its affiliates will not disclose any nonpublic personal information relating to current or former investors except in connection with:

- the administration, processing, and servicing of Shares;
- services provided to the Trust, such as those provided by auditors, tax advisers, legal advisers, or other Trust service providers;
- banks and other financial institutions, lenders, or providers of financing; or
- government agencies, regulatory authorities, courts and the like.

In each such case, the Trust and its affiliates' disclosure of any nonpublic personal information will be subject to customary undertakings and requirements of confidentiality.

3. The Trust and its affiliates restrict access to nonpublic personal information relating to investors to personnel of the Trust and its affiliates, and other personnel covered by appropriate confidentiality requirements who need to know that information in connection with the operation of the Trust, including for purposes of complying with anti-money-laundering laws, the Patriot Act, and Know Your Customer regulations.

4. The Trust and its affiliates maintain physical, electronic, and procedural controls in keeping with U.S. federal standards to reasonably safeguard the Trust's nonpublic personal information relating to investors.

C. REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER

As an inducement to the Trust to approve the sale to the Subscriber the Shares for which it has subscribed, the Subscriber represents and warrants to the Trust as follows:

1. The Subscriber has received a copy of the Trust's Memorandum, and has subscribed for and will hold all Shares subject to the terms of the Memorandum, Purchase Agreement, and Trust Agreement. The Subscriber has read and understands the Memorandum. In making this subscription, the Subscriber has not relied on any information (whether oral or written) that is inconsistent with the information contained in the Memorandum, the Purchase Agreement, or the Trust Agreement.

2. The Subscriber has reviewed and meets the applicable investor suitability and eligibility requirements set forth in the Memorandum under "Suitability Standards". Subscriber is an "Accredited Investor" as defined by Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "Securities Act").

3. The Subscriber represents that all the information set forth herein regarding the Subscriber (including, but not limited to its financial position), is correct and complete as of the date of this Subscription Agreement, and if there should be any material change in such information prior to the Subscriber becoming a shareholder of the Trust, the Subscriber will immediately furnish such revised or corrected information to the Trust.

4. The Subscriber is acquiring Shares for its own account for investment and not with a view to the resale or distribution thereof.

5. Investment in the Trust is speculative and includes the risks summarized under "Risk Factors" in the Memorandum. The Subscriber is able to afford the risks of an investment in the Trust, which include illiquidity and the potential disruption or loss of income, or principal, or both.

6. The Subscriber understands that restrictions on the transfer, sale, hypothecation, or encumbrance of the Shares are required by various provisions of law, including the federal securities laws, tax requirements and ERISA, among others, and the provisions of the Declaration, including requirements to permit the Trust to qualify as a real estate investment trust under the Code (a "REIT") that Shares must be beneficially owned by 100 or more persons during at least 335 days of a taxable year of 12 months (other than the first year for which an election to be a REIT has been made) or during a proportionate part of a shorter taxable year, and not more than 50% of the value of the outstanding Shares may be owned, directly or indirectly, by five or fewer individuals during the last half of a taxable year. Subscriber represents that the acquisition of the Shares will not, and Subscriber agrees that Subscriber will not transfer, or attempt to transfer, any Shares, and that the Trust may refuse to permit such transfer, if the transfer could, result in any violation of the restrictions on ownership and transfer of Shares set forth in the Declaration, including the requirements that (i) no person or entity may beneficially own, or be deemed to own by virtue of the applicable constructive ownership provisions of the Code, more than 9.8% (in value or by number of shares, whichever is more restrictive) of our outstanding common shares of all classes and series or (ii) Benefit Plan Investors (described below) may not own 25% or more of any class of Shares. An authorized transferee will be required to complete, execute, and deliver a subscription agreement and agree to be bound by its terms. Any attempted transfer of Shares in violation of this Section shall be null and void.

7. The Subscriber agrees to furnish the Trust with any information, representations and forms as shall reasonably be requested by the Trust or the Trustee from time to time to assist it in complying with any applicable law or tax requirements or determining the extent of, and in fulfilling, its withholding obligations. The Subscriber agrees to furnish the Trust with any representations and forms as shall reasonably be requested by the Trust to assist it in obtaining any exemption, reduction or refund of any withholding or other taxes imposed by any taxing authority or other governmental agency upon the Trust or amounts paid to the Trust. The Subscriber represents that it has provided the Trust with a completed and executed Form W-9.

8. The Subscriber has sufficient knowledge and experience in financial matters so as to be capable of evaluating the merits and risks of purchasing Shares and is able to bear the economic risk of such investment, including a complete loss. In this regard, the Subscriber acknowledges that an investment for Shares will be illiquid and that there is no guarantee that the Trust may offer to repurchase its Shares periodically as described in the Memorandum, it is not required to do so and may limit the amounts repurchased. The Subscriber has determined that the Shares subscribed for are a suitable investment. The Subscriber understands that it must bear the economic risk of an investment in the Trust for an indefinite period of time and represents and warrants that it can bear the economic risk of losing its entire investment in the Trust. The Subscriber understands that an investment in the Trust is illiquid and there is presently no public market for Shares (nor is it anticipated that any public market for such Shares will develop). The Subscriber's overall commitment to the Trust and other investments that are not readily marketable is not disproportionate to the Subscriber's net worth and the Subscriber has no need for immediate liquidity in the Subscriber's investment in Shares.

9. If the Subscriber is not a natural person, the Subscriber is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and has the power and authority to enter into this Subscription Agreement and each other document required to be or otherwise executed and delivered by the Subscriber in connection with this subscription for Shares, and to perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby, and the person(s) signing this Subscription Agreement on behalf of the Subscriber has been duly authorized to execute and deliver this Subscription Agreement and each other document required to be or otherwise executed and delivered by the Subscriber in connection with this subscription for Shares. If the Subscriber is an individual, the Subscriber has all requisite legal capacity to acquire and hold the Shares and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by the Subscriber in connection with this subscription for Shares.

10. The execution and delivery by the Subscriber, and compliance by the Subscriber with this Subscription Agreement and each other document required to be executed and delivered by the Subscriber in connection with this subscription for Shares does not conflict with, or constitute a default under, any instruments governing the Subscriber, any law, regulation or order, or any agreement to which the Subscriber is a party or by which the Subscriber is bound. This Subscription Agreement is valid and binding on and enforceable against the Subscriber in accordance with its terms.

11. If the Subscriber's subscription for Shares is accepted, the Subscriber will execute and/or supply any additional documentation or information that the Trustee, a placement agent or the Trustee determines is reasonably required to determine suitability and/or eligibility to acquire and hold Shares.

12. The Subscriber has read and agrees to the terms of the Privacy Notice included herein as Section 8 Subsection B ("Privacy Policy"). The Subscriber understands that all information provided in connection with the Trust is confidential and proprietary and may include trade secrets and other commercially sensitive information. The Subscriber agrees that it will not disclose or use any of the information provided in connection with the Trust or the subscription of Shares, or permit any of its representatives or advisors to disclose or use such information, unless it has received the prior written consent of the Trust.

13. The Subscriber has not ever filed (or had filed against Subscriber) a petition under the federal bankruptcy laws or any state insolvency law or had a receiver, fiscal agent or similar officer appointed by a court for your business or property; has not filed any litigation or had any litigation filed against Subscriber at any time during the last five years; is not a party to any pending litigation; and is not in the process of being charged and/or has not been convicted or had any partner in a management or principal ownership role been convicted of or charged with a criminal act or been the subject of a pending criminal proceeding (excluding traffic violations and other minor offenses). If any of the prior statements are not true of Subscriber, Subscriber must notify Trust and provide details PRIOR to proceeding with an investment in the Offering.

14. The Subscriber understands that the Shares have not been registered under the laws of any jurisdiction (including the Securities Act, the laws of any state of the United States of America or the laws of any foreign jurisdiction), nor is such registration contemplated. The Subscriber understands and agrees further that the Shares may not be offered, resold, pledged or otherwise transferred unless they have been registered under the Securities Act and any applicable state or other securities laws or unless an exemption from such registration is available. Even if such an exemption is available, the assignability and transferability of the Shares will be governed by the Declaration and this Subscription Agreement, which imposes other substantial restrictions on transfer. The Subscriber understands that legends stating that the Shares have not been registered under the Securities Act and any applicable state or other laws and setting out or referring to the restrictions on the transferability and resale of the Shares will be placed on documents evidencing the Shares, if any.

15. If the Subscriber is a "Benefit Plan Investor" as defined in Section 4 of ERISA, which includes, for example, tax-qualified pensions, stock bonus or profit-sharing plans, employee benefit plans described in Section 3(3) and subject to Title I of ERISA, annuities described in Section 403(a) or (b) of the Code, a Keogh Plan, an individual retirement account or annuity described in Sections 408 or 408A of the Code, an Archer MSA described in Section 220(d) of the Code, a health savings account described in Section 223(d) of the Code, a Coverdell education savings account described in Section 530 of the Code, or entities deemed to hold "plan assets" of any of the foregoing, the Subscriber has so indicated in Section 4 hereof. If Subscriber is a Benefit Plan Investor, Subscriber (i) acknowledges that the person causing the Subscriber to purchase Shares (a "Plan Fiduciary") has exercised independent judgment in evaluating for itself the merits of such investment, and (b) the Plan Fiduciary has not solicited and has not received from the Trust, the Trustee or any of their respective affiliates any evaluation or other impartial investment advice on any basis in respect of the advisability of this or any other investment in light of the plan's assets, cash needs, investment policies or strategy, overall portfolio composition or plan for diversification of assets, and it is not relying and has not relied on any such persons for any such advice and (ii) represents that neither the execution and delivery of this Subscription Agreement nor the purchase or holding of the Shares constitutes a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code. The Plan Fiduciary (i) is a "fiduciary" within the meaning of Section 3(21) of ERISA or Section 4975 of the Code; (ii) is responsible for the Subscriber's decision to purchase Shares; (iii) is capable of evaluating investment risks independently, both in general and with regard to the Subscriber's purchase of Shares; (iv) is independent of the Trust, the Trustee and any of their respective affiliates; (v) is qualified to make such investment decision; and (vi) if the Subscriber is an "individual retirement account" or "individual retirement annuity" within the meaning of Section 408 of the Code, is not the owner of such "individual retirement account" or "individual retirement annuity" or a relative thereof.

D. INDEMNIFICATION FOR SUBSCRIBER'S MISREPRESENTATIONS OR FAILURES TO PERFORM

1. Subscriber shall indemnify, defend and hold harmless the Trust, Trustee, ExchangeRight Real Estate, LLC (the "Sponsor"), and all of their respective limited partners, general partners, members, managers, officers, directors, affiliates, representatives and advisors from any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) that they may incur by reason of Subscriber's failure to fulfill all of the terms and conditions of this Subscription Agreement or by reason of the untruth or inaccuracy of any of the representations, warranties or agreements contained herein or in any other documents Subscriber has furnished to any of the foregoing in connection with the transactions described herein. This indemnification includes, but is not limited to, any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) incurred by the Trust, Trustee, Sponsor or any of their respective general partners, limited partners, members, managers, officers, directors, affiliates, representatives or advisors defending against any alleged violation of federal or state securities laws which is based upon or related to any untruth or inaccuracy of any of the representations, warranties or agreements contained herein or in any other documents that Subscriber has furnished to any of the foregoing in connection with this transaction.

2. The Subscriber certifies that: (i) the Subscriber's name, taxpayer identification or social security number and address provided in this Subscription Agreement are correct; and (ii) the Investor will complete and return with this Subscription Agreement an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

3. All representations, warranties and covenants of the Subscriber contained herein shall survive the acceptance of this subscription.

E. PATRIOT ACT COMPLIANCE

As a material condition of investing in the Trust, and without limiting the other provisions of this Subscription Agreement, each Subscriber represents, warrants, covenants and agrees with, and certifies to, the Trust as follows (collectively, the "Patriot Act Compliance Provisions"):

1. Subscriber, and any direct or indirect beneficial owner of Subscriber, has not committed any Patriot Act Offense. "Patriot Act Offense" means any violation of any of the following (collectively, "Applicable Laws") (a) the Patriot Act[1]; or (b) the federal criminal laws of the United States of America or the state criminal laws of any state or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of such states, relating to terrorism or the laundering of monetary instruments; or (c) the requirements of any Executive Order[2] or OFAC (Office of Foreign Assets Control) Laws and Regulations;[3] or (d) crimes of conspiracy to commit, or aiding and abetting another to commit, any Patriot Act Offense.

2. Legal Source of Funds: The funds invested by Subscriber in the Trust, and all funds received, directly or indirectly, by Subscriber from any direct or indirect beneficial owner of Subscriber, are derived from legal sources and without violation of Applicable Laws.

3. Identity of Subscriber: Subscriber, and any direct or indirect beneficial owner of Subscriber, (i) is not listed on any Governmental Lists,[4] or a person who acts for or on behalf of, any person, group or entity on the Governmental Lists; or (ii) is not a person who has been determined by competent authority to be subject to the prohibitions contained in any Executive Orders, including without limitation being a person designated under Section 1(b), (c) or (d) of Executive Order 13224; or (iii) is not and has not in the past been under investigation by any governmental authority for, or has been charged with or convicted of, any Patriot Act Offense, or assessed civil penalties under Applicable Laws or related laws, or subject to seizure or forfeiture of its funds in any action under Applicable Laws or related laws.

4. Prohibited Activities: Subscriber, and any direct or indirect beneficial owner of Subscriber, has not been, and will not in the future be (i) a person who is located in a country with which dealings are prohibited or restricted by the United States federal government; (ii) dealing in a prohibited manner with a country or person or entity in a country with which dealings are prohibited or restricted by the United States government; or (iii) a person who commits a Patriot Act Offense.

5. Consent to Disclosure of Information: Subscriber consents to the Trust performing a search of applicable Governmental Lists prior to acceptance of any subscription for Shares, which search may be performed by a third party. Subscriber shall provide to the Trust prior to acceptance of its subscription, and from time to time thereafter as requested by the Trust, all information reasonably required by the Trust to establish compliance with these Patriot Act Compliance Provisions.

6. Notice of Violation: Subscriber shall immediately notify the Trust in writing of the relevant facts and circumstances if any representation or warranty set forth in these Patriot Act Compliance Provisions is no longer true or accurate in any respect, including becoming a person who is listed on any of the Governmental Lists, or who has become a designated person pursuant to any of the Executive Orders, or who is under investigation by any governmental entity for or has been charged with or convicted of, any Patriot Act Offense.

7. Further Restriction on Transfers: Without limiting any provisions in the Declaration of Trust or the Bylaws of the Trust, it is further agreed that no transfer of any direct or indirect interest in the Trust, or of the equity or other beneficial ownership interests in any Subscriber that is an entity, shall be effective until the transferee has provided a written certification by the transferee to the Trust that the transferee shall be bound by, subject to and shall comply with all of the Patriot Act Compliance Provisions set forth in this Section 8 Subsection E.

8. Indemnification and Consequences of Breach: Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations, warranties and covenants of these Patriot Act Compliance Provisions set forth in this Section 8 Subsection E, and understands that the Trust has relied upon such representations, warranties and covenants, in connection with any sale of Shares pursuant thereto and Subscriber hereby agrees to indemnify and hold harmless the Trust, the Trustee and their affiliates and their officers, managers, controlling persons, agents and employees, from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation, warranty or covenant made by Subscriber herein (including losses, damages or liabilities under agreements with lenders or mezzanine financiers to and/or equity partners). Without limiting the foregoing, in the event of a breach by Subscriber (or its successors and assigns) of any of the representations, warranties, covenants and agreements set forth in these Patriot Act Compliance Provisions, the Trust shall have, in addition to and without limiting all of the rights and remedies otherwise available at law or in equity, the right to purchase Subscriber's Shares for cash at a purchase price equal to the lesser of (a) 70% of the purchase price of the Share and (b) 70% of the NAV of such Shares (as determined in accordance with the Memorandum), regardless of the current fair value of the Shares or the Trust's assets.

9. Acknowledgement of Terms: Subscriber understands and acknowledges that these Patriot Act Compliance Provisions are fair and reasonable in light of the Trust's business and operation, and that they (i) are a material condition precedent of the Trust's acceptance of Subscriber's subscription; (ii) are in addition to the other representations, warranties, covenants and agreements set forth in this Subscription Agreement (and to the extent of a conflict, the terms of these Patriot Act Compliance Provisions shall control); (iii) shall survive the Trust's acceptance of Subscriber's subscription; and (iv) shall be binding upon Subscriber's successors and assigns.

[1] "Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Public Law 107-56 (October 26, 2001), as the same may be amended from time to time, and corresponding provisions of future laws.

[2] "Executive Order" means any Presidential Executive Orders, including, without limitation, Presidential Executive Order No. 13224 (September 24, 2001).

[3] "OFAC Laws and Regulations" means any lists, laws, rules, sanctions and regulations maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation, including the Trading with the Enemy Act, 50 App. U.S.C. § 1 et seq., as amended from time to time, the International Emergency Economic Powers Act, 50 U.S.C. § 1Working Interest1 et seq., as amended from time to time, the un-repealed provisions of the Iraqi Sanctions Act, Publ. L. No. 101-513, United Nations Participation Act, 22 U.S.C. § 287c et seq., as amended from time to time, the International Security and Development Cooperation Act, 22 U.S.C. § 2349aa-9 et seq., as amended from time to time, The Cuban Democracy Act, 22 U.S.C. § 6001 et seq., as amended from time to time, The Cuban Liberty and Democratic Solidarity Act, 22 U.S.C. § 6021 et seq., as amended from time to time, The Antiterrorism and Effective Death Penalty Act, 8 U.S.C. § 1189 et seq., and The Foreign Narcotics Kingpin Designation Act, 21 U.S.C. § 1901 et seq., as amended from time to time.

[4] "Governmental Lists" means (1) the SDN List (Specially Designated Nationals and Blocked Persons Lists maintained by OFAC, as such list is amended from time to time), (2) the Denied Persons List and the Entity List maintained by the United States Department of Commerce, (3) the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (4) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the OFAC Laws and Regulations, (5) any other similar list maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America, and (6) any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, as all such Governmental Lists may be updated from time to time.

SECTION 16

SIGNATURES
Required By All Subscribers

The Subscriber(s) has read and understood this Subscription Agreement's terms in Section 12 as well as the Memorandum for the Trust, including particularly the "Risk Section," prior to proceeding with a purchase of Shares. If Subscriber(s) does not have a Broker-Dealer to approve the subscription, then ExchangeRight Securities, LLC ("ERS") may provide Broker-Dealer of Record Services for Subscriber(s) and their Investment Advisor. For important information related to this service, please see the Broker-Dealer and Registered Investment Advisor section below. By signing below, the Subscriber(s) acknowledges that the Sponsor and ERS have not acted in a fiduciary capacity under the Employee Retirement Income Security Act of 1974 to the Subscriber(s) or their financial advisor, and any communications made by either the Sponsor, Trust, or ERS are not intended to be, and should not be considered investment advice or a recommendation to purchase Shares. ERS will not monitor the investment and does not hold or have access to the funds or accounts of the Subscriber(s). If Subscriber(s) wants to receive financial advice regarding a prospective investment in the Trust, the Subscriber(s) should contact their financial advisor. Subscriber(s) hereby subscribes for the Shares on the terms and conditions set forth in this agreement. The Subscriber(s) acknowledge that the Trust and its counsel are relying on the truth and accuracy of the foregoing information in reliance on the exemption contained in Subsection 4(2) of the Securities Act and Regulation D promulgated thereunder. The Subscriber(s) attests that to the best of their knowledge, information, and belief, the foregoing information supplied by the Subscriber(s) is true and correct in all respects and the Subscriber(s) represent that they will notify the Trust promptly of any changes in the foregoing information that may occur prior to the acceptance of the Subscription.

INVESTING ENTITY NAME

This is the (Individual, Joint, Trust, Legal Entity) name under which the investment will be registered.

INVESTOR SIGNATURE
NAME | **TITLE (IF APPLICABLE)**

SIGNATURE | **DATE**

CO-INVESTOR SIGNATURE (IF APPLICABLE)
NAME | **TITLE (IF APPLICABLE)**

SIGNATURE | **DATE**

CONSENT OF SPOUSE TO BE BOUND BY SUBSCRIPTION AGREEMENT

Required for Individual Subscribers (Non-IRA Account Types) residing in community property states only: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin.

I, _____ the spouse of _____, a party to the foregoing Subscription Agreement, acknowledge that I have reviewed the Subscription Agreement and that I hereby agree to be bound by each and every term and condition of the Subscription Agreement. I consent to such purchase, approve the provisions of the Subscription Agreement relating thereto, and agree to be bound by the terms and provisions thereof.

CONSENT OF SPOUSE SIGNATURE (IF APPLICABLE)
NAME

SIGNATURE | **DATE**

CUSTODIAN STAMP / SIGNATURE (IF APPLICABLE)
SIGNATURE | **STAMP**

BROKER-DEALER AND REGISTERED REPRESENTATIVE ATTESTATION AND APPROVAL

All subscriptions must be made through a Broker-Dealer and this section must be completed by the Registered Representative and the appropriate Principal for the Broker-Dealer approving the Subscription. The Registered Representative introducing the Subscriber(s) in this Subscription Agreement acknowledge and confirm the following:

They (i) have reasonable grounds to believe that the information and representations concerning the Subscriber(s) identified within this Subscription Agreement are true, correct and complete in all respects; (ii) have discussed the purchase of the Shares with such Subscriber(s); (iii) have made no representations other than those contained in the Memorandum or applicable supplements and have advised such Subscriber(s) of all pertinent facts including the liquidity provisions and marketability of the Shares; (iv) have delivered or made available a current Memorandum and applicable supplements, to such Subscriber(s); (v) have conducted their own investigation and have reasonable grounds to believe, based on the information provided in the Memorandum, that all material facts are adequately and accurately disclosed and provide a basis for evaluating the interests; (vi) have verified, on the basis of information supplied by the Subscriber(s) and will maintain for a period of six (6) years, and make available to the Trust upon request, the records concerning the investment objectives, other investments, financial situation and needs, and all other pertinent information that evidences: (a) the Subscriber(s) is an "Accredited Investor" as defined in Section 501(a) of Regulation D of the Securities Act and meets the "Suitability Standards" set forth in the Memorandum and this Subscription Agreement; (b) the Subscriber(s) has a net worth and income sufficient to sustain the risks inherent in the shares, including loss of investment and limits on liquidity; and (c) that all applicable recommendations complied with the requirements of Reg BI.

The undersigned further represents and confirms that, in connection with the Subscriber(s) investment in Shares they (i) have complied with all of their firm's policies and procedures including their existing Anti-Money Laundering and Customer Identification Programs, (ii) are appropriately registered, licensed, and have complied with all applicable state and federal laws and securities laws of applicable jurisdiction, and all regulations and rules pertaining to their business activities (iii) are an entity organized and presently in good standing under the laws of its state of formation, and (iv) are not a "bad actor" as defined under Rule 506(d) and 506(e) of Regulation D under the Securities Act.

If you do not have another broker-dealer, then ExchangeRight Securities, LLC ("ERS") may be deemed to act as your broker of record in connection with any investment in the Trust. ERS is not a full-service broker-dealer and may not provide the kinds of financial services that you might expect from another financial intermediary, such as holding securities in an account. If ERS is the broker of record, then the Subscriber(s) Interests will be held in your name on the books of the Trust. ERS will not monitor the Subscriber(s) investments and has not and will not make any recommendation regarding such investments. We verify that the above subscription either does not involve a discretionary account or, if so, that the prospective investor's prior written approval was obtained relating to the liquidity and marketability of the Interests during the term of the purchase.

INVESTMENT ADVISOR OR REGISTERED REPRESENTATIVE

RIA / BROKER-DEALER FIRM NAME

NAME | **CRD NUMBER**

EMAIL ADDRESS | **PHONE NUMBER**

SIGNATURE | **DATE**

IMPORTANT **FOR RIAs WITHOUT A BROKER-DEALER**

☐ Please check this box to indicate that you do not have a broker-dealer and that ExchangeRight Securities, LLC ("ERS") will serve as your broker-dealer of record in connection with any investment in the Trust.

If checked, the "Principal Officer of Broker-Dealer" section should be left blank.

PRINCIPAL OF BROKER-DEALER

BROKER-DEALER NAME

PRINCIPAL / OFFICER NAME | **EMAIL ADDRESS**

SIGNATURE | **DATE**

EXCHANGERIGHT ESSENTIAL INCOME REIT SIGNATURE

The Trust hereby accepts the above application for subscription for Interests and the Subscriber is admitted to the Trust as an Owner as of the effective date of closing provided on the fully executed closing statement (the "Effective Date of Closing").

ENTITY NAME: ExchangeRight Essential Income REIT, a Maryland statutory trust

NAME | **SIGNATURE** | **TITLE**

EXHIBIT B
DECLARATION OF TRUST

EXCHANGERIGHT INCOME FUND

THIRD AMENDED AND RESTATED DECLARATION OF TRUST

June 10, 2025

This THIRD AMENDED AND RESTATED DECLARATION OF TRUST is made effective as of the date set forth above by the undersigned trustee of the Trust (the "Trust"), in order to amend and restate the Declaration of Trust in the manner set forth herein.

ARTICLE I

FORMATION; CERTIFICATE OF TRUST

The Trust is a statutory trust within the meaning of the Maryland Statutory Trust Act, as amended from time to time (the "Act"). The Trust shall not be deemed to be a general partnership, limited partnership, joint venture, joint stock company or a corporation, but nothing herein shall preclude the Trust from being treated for tax purposes as a partnership, association, corporation or real estate investment trust or being disregarded for tax purposes as an entity separate from its owners under the Internal Revenue Code of 1986, as amended from time to time (the "Code"). The Trust intends to elect to be treated as a REIT, as of its first taxable year, for federal, and applicable state and local, income tax purposes, and has the right to change such election at any time subject to any restrictions set forth in this Declaration of Trust (as defined below). The undersigned trustee has formed the Trust by filing a Certificate of Trust with the State Department of Assessments and Taxation of Maryland (as amended, restated or corrected from time to time, the "Certificate"). The governing instrument of the Trust, as that term is defined in the Act, shall be this Declaration of Trust, as it may hereafter be amended or restated (the "Declaration of Trust"), together with any bylaws adopted in accordance herewith for the regulation and management of the affairs of the Trust (the "Bylaws").

ARTICLE II

NAME

The name of the Trust is "ExchangeRight Income Fund". The Trustee (as defined below) may cause the Trust to use any other designation or name for the Trust.

ARTICLE III

PURPOSES AND POWERS

Section 3.1 Purposes. The purposes for which the Trust is formed are to engage in any lawful act or activity for which a statutory trust may be formed under the general laws of the State of Maryland as now or hereafter in force, including, without limitation or obligation, engaging in business as a real estate investment trust within the meaning of Sections 856-859 of the Code (a "REIT").

Section 3.2 Powers. The Trust shall have all of the powers granted to a statutory trust by the Act and all other powers that are not inconsistent with law and are appropriate to promote and attain the purposes of the Trust set forth in the Declaration of Trust.

ARTICLE IV

RESIDENT AGENT; PRINCIPAL OFFICE

The name and address of the resident agent of the Trust in the State of Maryland are CSC – Lawyers Incorporating Service Company, 7 St. Paul Street, Suite 820, Baltimore, Maryland 21202, or such other name and address as may be determined by the Trustee or any officer of the Trust. The resident agent is a Maryland corporation. The address of the Trust's principal office in the State of Maryland is c/o CSC – Lawyers Incorporating Service Company, 7 St. Paul Street, Suite 820, Baltimore, Maryland 21202, or such other place as may be determined by the Trustee or any officer of the Trust. The Trust may have such offices or places of business within or outside the State of Maryland as the Trustee may from time to time determine.

ARTICLE V

DEFINITIONS

As used in the Declaration of Trust, the following terms shall have the following meanings:

"Aggregate Share Ownership Limit" means 9.8 percent (in value) of the aggregate of the outstanding Shares, or such other percentage determined by the Trustee in accordance with Section 8.1.8.

"Beneficial Ownership" means ownership of Shares by a Person, whether the interest in Shares is held directly or indirectly (including by a nominee), and shall include interests that would be treated as owned through the application of Section 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code. The terms "Beneficial Owner," "Beneficially Owns," "Beneficially Own" and "Beneficially Owned" shall have the correlative meanings.

"Benefit Plan Investor" means any holder of Shares that is (a) an employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) that is subject to the provisions of Title I of ERISA; (b) a plan as defined in and is subject to Section 4975(e) of the Code (any such employee benefit plan or "plan" described in clause (a) or this clause (b) being referred to herein as a "Plan"); (c) an entity whose underlying assets include (or are deemed to include under ERISA or Section 4975(e) of the Code) assets of a Plan by reason of such Plan's investment in such entity; or (d) any other entity that otherwise constitutes a benefit plan investor for purposes of the Plan Asset Regulations.

"Business Day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions in Iowa are authorized or required by law, regulation or executive order to close.

"Charitable Beneficiary" means one or more beneficiaries of the Charitable Trust as determined pursuant to Section 8.2.7.

"Charitable Trust" means any trust provided for in Section 8.2.1.

"Charitable Trustee" means the Person unaffiliated with the Trust and any Prohibited Owner that is appointed by the Trust to serve as trustee of the Charitable Trust.

"Class A Conversion Rate" means a fraction, the numerator of which is the net asset value of the Trust allocable to the Class A Common Shares determined as described in the PPM, divided by the number of outstanding Class A Common Shares, and the denominator of which is the net asset value of the Trust allocable to the Class I Common Shares determined as described in the PPM, divided by the number of outstanding Class I Common Shares immediately prior to the Conversion Event.

"Class D Conversion Rate" means a fraction, the numerator of which is the net asset value of the Trust allocable to the Class D Common Shares determined as described in the PPM, divided by the number of outstanding Class D Common Shares, and the denominator of which is the net asset value of the Trust allocable to the Class I Common Shares determined as described in the PPM, divided by the number of outstanding Class I Common Shares immediately prior to the Conversion Event.

"Class ER Common Shareholder" means a Shareholder that owns Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, or Class ER-S Common Shares, or any combination thereof.

"Class ER Common Shares Redemption Date" means the closing date of a redemption of Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, or Class ER-S Common Shares by the Trust pursuant to Section 7.1(d)(i).

"Class ER Conversion Trigger Date" means the date that is the fifth anniversary of the closing date of a Class ER Common Shareholder's purchase of Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, or Class ER-S Common Shares, as applicable.

"Class ER Redemption Price" means, as to any Class ER-I Common Share, Class ER-D Common Share, Class ER-A Common Share, or Class ER-S Common Share, the purchase price per Class ER-I Common Share, Class ER-D Common Shares, Class ER-A Common Share, or Class ER-S Common Share, as applicable, paid by the applicable Class ER Common Shareholder upon the original issuance of such Class ER Common Share by the Trust.

"Class ER Redemption Trigger Date" means the date that is the seventh anniversary of the closing date of a Class ER Common Shareholder's purchase of Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, or Class ER-S Common Shares, as applicable; *provided that*, notwithstanding the foregoing clause, such date may be extended by the Trustee for up to three successive periods of one year each, in the Trustee's sole and absolute discretion, and upon written notice delivered to the Class ER Common Shareholders not less than thirty (30) days prior to the Class ER Redemption Trigger Date then in effect.

"Class S Conversion Rate" means a fraction, the numerator of which is the net asset value of the Trust allocable to the Class S Common Shares determined as described in the PPM, divided by the number of outstanding Class S Common Shares, and the denominator of which is the net asset value of the Trust allocable to the Class I Common Shares determined as described in the PPM, divided by the number of outstanding Class I Common Shares immediately prior to the Conversion Event.

"Common Share Ownership Limit" means 9.8 percent (in value or in number of Common Shares, whichever is more restrictive) of the aggregate of the outstanding Common Shares, or such other percentage determined by the Trustee in accordance with Section 8.1.8.

"Constructive Ownership" means ownership of Shares by a Person, whether the interest in Shares is held directly or indirectly (including by a nominee), and shall include interests that would be treated as owned through the application of Section 318(a) of the Code, as modified by Section 856(d)(5) of the Code.

"Controlling Person" shall mean a Person (other than a Benefit Plan Investor) who has discretionary authority or control with respect to the assets of the Trust or who provides investment advice to the Trust for a fee (direct or indirect) with respect to such assets, and any affiliate of such Person.

"Covered Person" means (a) the Trustee, (b) each equityholder, member, manager, director, officer, employee or agent of the Trustee and (c) each officer of the Trust.

"ExchangeRight" means ExchangeRight Real Estate, LLC, a California limited liability company.

"Excepted Holder" means a Person for whom an exemption is granted and/or an Excepted Holder Limit is created by the Declaration of Trust or the Trustee pursuant to Section 8.1.7.

"Excepted Holder Limit" means, provided that the affected Excepted Holder agrees to comply with the requirements established by the Trustee pursuant to Section 8.1.7 and subject to adjustment pursuant to Section 8.1.8, the percentage limit established by the Trustee pursuant to Section 8.1.7.

"Gross Proceeds" means the aggregate purchase price of all Shares sold for the account of the Trust through an offering of Common Shares, without deduction for selling commissions, volume discounts, any marketing support and due diligence expense reimbursement or Organization and Offering Expenses.

"Individual" means (a) an "individual" within the meaning of Section 542(a)(2) of the Code, as modified by Section 544 of the Code, and (b) any beneficiary of a "qualified trust" (as defined in Section 856(h)(3)(E) of the Code) which qualified trust is eligible for look-through treatment under Section 856(h)(3)(A) of the Code for purposes of determining whether a REIT is closely held under Section 856(a)(6) of the Code, in which case the qualified trust shall not be treated as an Individual.

"Initial Date" means the first date on which Shares are beneficially owned by at least 100 Persons.

"Insignificant Participation Exception" means the exception under the Plan Asset Regulations that provides that an entity's assets will not be deemed to constitute the underlying assets of a Benefit Plan Investor that invests in the entity if at all times less than 25% of the value of each class of equity interests in the entity is held by one or more Benefit Plan Investors (disregarding any investment by a Controlling Person).

"Market Price" on any date means, with respect to any class or series of outstanding Shares, the Closing Price for such Shares on such date. The "Closing Price" on any date shall mean the last sale price for such Shares, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, for such Shares, in either case as reported on the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which such Shares are listed or admitted to trading or, if such Shares are not listed or admitted to trading on any national securities exchange, the last quoted price, or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System or, if such system is no longer in use, the principal other automated quotation system that may then be in use or, if such Shares are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in such Shares selected by the Trustee or, in the event that no trading price is available for such Shares, the net asset value of Shares, as determined by the Trustee in accordance with the PPM.

"MGCL" means the Maryland General Corporation Law.

"Organization and Offering Expenses" means any and all costs and expenses incurred by the Trust in connection with the formation of the Trust and the marketing and distribution of Shares, including, without limitation, total underwriting and brokerage discounts and commissions, expenses for printing, engraving and amending the PPM or supplementing the PPM, mailing and distributing costs, salaries of employees while engaged in sales activity, telephone and other telecommunications costs, all advertising and marketing expenses (including the costs related to investor and broker-dealer sales meetings), charges of transfer agents, registrars, trustees (including the Trustee), escrow holders, depositories and experts and fees, expenses and taxes related to the filing, registration and qualification of the sale of the Shares under federal and state laws, including taxes and fees and accountants' and attorneys' fees.

"Person" means an Individual, corporation, partnership, estate, trust (including a trust qualified under Section 401(a) or 501(c)(l7) of the Code), a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, association, private foundation within the meaning of Section 509(a) of the Code, joint stock company or other entity and also includes a group as that term is used for purposes of Section l3(d)(3) of the Securities Exchange Act of 1934, as amended.

"Plan Assets" mean "plan assets" as defined in the Plan Asset Regulations.

"Plan Asset Regulations" means 29 C.F.R. Section 2510.3-101 *et seq*. issued by the U.S. Department of Labor, as modified by Section 3(42) of ERISA.

"PPM" shall mean the Confidential Private Placement Memorandum of the Trust with respect to the Class I, D, A, and S Common Shares, as may be amended or supplemented from time to time.

"Prohibited Owner" means, with respect to any purported Transfer, any Person who, but for the provisions of Article VIII, would Beneficially Own or Constructively Own Shares in violation of Article VIII, and if appropriate in the context, shall also mean any Person who would have been the record owner of Shares that the Prohibited Owner would have so owned.

"REIT" has the meaning set forth in Section 3.1.

"Reorganization" means a merger, consolidation or conversion of the Trust or exchange of Common Shares in which Common Shares are converted into or exchanged for common ownership interests of another REIT; provided that (i) the exchange ratio used to determine the consideration payable to holders of Common Shares in such transaction is based on the respective net asset value of the Trust and such other entity, as adjusted for transaction costs, (ii) the holders of Common Shares of different classes or series share in such consideration in proportion to their respective net asset values per Common Share and (iii) the only cash paid in such transaction is paid in lieu of the issuance of fractional shares.

"Restriction Termination Date" means the first day after the Initial Date on which the Trustee determines that it is no longer in the best interests of the Trust to attempt to, or continue to, qualify as a REIT or that compliance with the restrictions and limitations on Beneficial Ownership, Constructive Ownership and Transfers of Shares set forth herein is no longer required in order for the Trust to qualify as a REIT.

"Sponsor" means ExchangeRight.

"Transfer" means any issuance, sale, transfer, gift, assignment, devise or other disposition, as well as any other event that causes any Person to acquire, or change its level of, Beneficial Ownership or Constructive Ownership, or any agreement to take any such actions or cause any such events, of Shares or the right to vote (other than solely by revocable proxy) or receive dividends or distributions on Shares, including (a) a change in the capital structure of the Trust, (b) a change in the relationship between two or more Persons that causes a change in ownership of Shares by application of Section 544 of the Code, as modified by Section 856(h) of the Code, (c) the granting or exercise of any option or warrant (or any acquisition or disposition of any option or warrant), pledge, security interest, or similar right to acquire Shares, (d) any acquisition or disposition of any securities or rights convertible into or exchangeable for Shares or any interest in Shares or any exercise of any such conversion or exchange right and (e) Transfers of interests in other entities that result in changes in Beneficial Ownership or Constructive Ownership of Shares; in each case, whether voluntary or involuntary, whether owned of record, Constructively Owned or Beneficially Owned and whether by operation of law or otherwise. The terms "Transfers," "Transferring" and "Transferred" shall have the correlative meanings.

ARTICLE VI

TRUSTEE

Section 6.1 Powers. Subject only to any limitations expressly set forth in the Act, Certificate, the Declaration of Trust or the Bylaws, (a) the business and affairs of the Trust shall be managed exclusively by or under the direction of a single trustee, who shall be appointed and shall serve in accordance with the Declaration of Trust (the "Trustee"), (b) the Trustee shall have full, exclusive and absolute power, control and authority over the business and affairs of the Trust and any and all property of the Trust, and no Beneficial Owner of the Trust (each, a "Shareholder" and, collectively, the "Shareholders") shall have any right to participate in or exercise control or management power over the business and affairs of the Trust, and (c) the Trustee shall have the exclusive power to take or authorize any action within the powers of the Trust under the Act, the Certificate, the Declaration of Trust and the Bylaws including, without limitation, the power to authorize or approve any action that would otherwise require the approval of one or more Shareholders under the Act. The Declaration of Trust shall be construed with the presumption in favor of the grant of power and authority to the Trustee. The enumeration and definition of particular powers of the Trustee included in the Declaration of Trust or the Bylaws shall in no way be limited or restricted by reference to or inference from the terms of this or any other provision of the Declaration of Trust or the Bylaws or construed or deemed by inference or otherwise in any manner to exclude or limit the powers conferred upon the Trustee under the general laws of the State of Maryland or any other law. Any determination regarding any matter within the powers of the Trustee or any construction of the Certificate, the Declaration of Trust or the Bylaws (including any construction of the Certificate, the Declaration of Trust or the Bylaws regarding the scope of the powers of the Trustee) made by the Trustee shall be conclusive.

The Trustee, without any action by the Shareholders, shall have and may exercise, on behalf of the Trust, without limitation, the power to adopt, amend and repeal the Bylaws, which may contain any provisions not inconsistent with the Act, the Certificate or the Declaration of Trust; the power to cause the Trust to effect a Reorganization; the power to elect or appoint officers or other agents of the Trust in the manner provided in the Bylaws; to solicit proxies from Shareholders; to authorize the issuance of Shares (as defined below) in one or more classes and series; to authorize the declaration and payment of distributions; to cause the Trust to elect to qualify as a REIT and take such actions as may be necessary or appropriate to maintain such qualification; to cause the Trust to cease to qualify, or attempt to qualify, as a REIT; to determine that compliance with any restriction or limitation on ownership or transfer of shares of the Trust's beneficial interest set forth in Article VIII of the Declaration of Trust is no longer required in order for the Trust to qualify as a REIT; and to do any other act and authorize the Trust to do any other act or enter into any agreement or other document necessary or appropriate to exercise the powers or effectuate the purposes of the Trust.

Section 6.2 Initial Trustee; Number of Trustees. The undersigned shall serve as the Trustee in accordance with the Declaration of Trust. The Trust shall have, from time to time, one Trustee, and the Trustee may be an entity or an individual.

Section 6.3 Term and Election. The Trustee shall serve until his, her or its resignation, removal, death, dissolution, termination of legal existence or adjudication of legal

incompetence. If for any reason the Trustee ceases to be serve as trustee of the Trust, such event shall not terminate the Trust or affect the Declaration of Trust. The Trustee may appoint his, her or its successor; provided, however, that, if the Trustee is removed for "cause" as set forth in Section 6.4, the successor to the Trustee shall be elected by the Shareholders in the manner set forth in Article VII, and the removed Trustee shall have no right to appoint his, her or its successor. If a Trustee has ceased to serve as such and no successor has been appointed or qualifies, a successor Trustee shall be elected by the Shareholders.

Section 6.4 Resignation and Removal. The Trustee may resign, effective upon delivery of notice of such resignation to the Trust, or at any future date specified in the resignation. A Trustee may be removed, at any time, but only for cause, and then only by the affirmative vote of Shareholders entitled to cast a two-thirds of the votes entitled to be cast generally in the election of Trustees. For the purpose of this paragraph, "cause" shall mean (a) fraud or embezzlement with respect to the Trust or its affiliates or (b) willful misconduct as determined in a final judgment of a court of competent jurisdiction.

Section 6.5 Determinations by Trustee. The determination as to any of the following matters by or pursuant to the direction of the Trustee and consistent with the Declaration of Trust, shall be final and conclusive and shall be binding upon the Trust and every Shareholder: the amount of the net income of the Trust for any period and the amount of assets at any time legally available for the payment of dividends, redemption of Shares or the payment of other distributions to the Shareholders; the amount of paid-in surplus, net assets, other surplus, annual or other cash flow, net profit, net assets in excess of capital, undivided profits or excess of profits over losses on sales of assets; the amount, purpose, time of creation, increase or decrease, alteration or cancellation of any reserves or charges and the propriety thereof (whether or not any obligation or liability for which such reserves or charges shall have been created shall have been paid or discharged); any interpretation of the terms, preferences, conversion or other rights, voting powers or rights, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of any class or series of Shares; the fair value, or any sale, bid or asked price to be applied in determining the fair value, of any asset owned or held by the Trust or of any Shares; the number of outstanding Shares at any time or from time to time; the net asset value of the Trust allocable to any class or series of Shares; any matter relating to the acquisition, holding or disposition of any assets by the Trust; whether any transaction or series of transactions constitutes a Reorganization; or any other matter relating to the business and affairs of the Trust or required or permitted by law, the Declaration of Trust or otherwise to be determined by the Trustee.

Section 6.6 Compensation of Trustee. The Trustee shall not receive any stated salary for its services as trustee but the Trustee shall be reimbursed for expenses, if any, incurred on behalf of the Trust or in connection with any service or activity it performs or engages in as Trustee; but nothing herein contained shall be construed to preclude the Trustee or any affiliate of the Trustee from serving the Trust or any of its subsidiaries in any other capacity and receiving compensation therefor.

Section 6.7 ERISA Matters. Notwithstanding any other provision of the Declaration of Trust, the Trustee is authorized to take any action or refrain from taking any action

which in its judgment is necessary or desirable in order to prevent the Trust or any of its assets from being deemed to constitute Plan Assets of any Benefit Plan Investor.

Section 6.8 REIT Qualification. If the Trust elects to qualify for federal income tax treatment as a REIT, the Trustee shall use its reasonable best efforts to take such actions as are necessary or appropriate to preserve the status of the Trust as a REIT; however, if the Trustee determines that it is no longer in the best interests of the Trust to attempt to, or continue to, qualify as a REIT, the Trustee may revoke or otherwise terminate the Trust's REIT election pursuant to Section 856(g) of the Code. The Trustee, in its sole and absolute discretion, also may (a) determine that compliance with any restriction or limitation on stock ownership and transfers set forth in Article VIII is no longer required for REIT qualification and (b) make any other determination or take any other action pursuant to Article VIII.

ARTICLE VII

SHARES OF BENEFICIAL INTEREST

Section 7.1 Authorized Shares. The beneficial interest in the Trust shall be divided into shares of beneficial interest (the "Shares"). The Trust has authority to issue an unlimited number of common shares of beneficial interest, $0.01 par value per share (the "Common Shares"), (i) an unlimited number of which are classified as Class A Common Shares (the "Class A Common Shares"), (ii) an unlimited number of which are classified as Class I Common Shares (the "Class I Common Shares"), (iii) an unlimited number of which are classified as Class S Common Shares (the "Class S Common Shares"), (iv) an unlimited number of which are classified as Class D Common Shares (the "Class D Common Shares"), (v) an unlimited number of which are classified as Class ER-I Common Shares (the "Class ER-I Common Shares"), (vi) an unlimited number of which are classified as Class ER-D Common Shares (the "Class ER-D Common Shares"), (vii) an unlimited number of which are classified as Class ER-A Common Shares (the "Class ER-A Common Shares"), and (viii) an unlimited number of which are classified as Class ER-S Common Shares (the "Class ER-S Common Shares"), and, subject to the relative rights of any other class or series of Common Shares designated from time to time, shall have all of the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of Common Shares as set forth herein. Effective as of June 10, 2025, the Shares formerly designated as "Class ER Common Shares" prior to such date shall be renamed the "Class ER-I Common Shares". From and after June 10, 2025, the Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, and Class ER-S Common Shares are collectively referred to herein as the "Class ER Common Shares". Subject to the provisions of Article VIII and the terms of any class or series of Shares at the time outstanding, the Trustee may, by amendment to this Article VII and without any action by the Shareholders, classify or reclassify any unissued Shares from time to time and set or change the number, par value, designations, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the class or series of Shares. If Shares of one class or series are classified or reclassified into Shares of another class or series pursuant to this Article VII, then, except to the extent that the Trust is authorized to issue an unlimited number of Shares of any such class or series, the number of authorized Shares of the former class or series

shall be automatically decreased and the number of authorized Shares of the latter class or series shall be automatically increased, in each case by the number of Shares so classified or reclassified.

(a) Class A Common Shares. The preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of the Class A Common Shares are identical to the Common Shares generally, except as specifically set forth in this Section 7.1(a). Each Class A Common Share held in a Shareholder's account shall automatically and without any action on the part of the Shareholder thereof convert into a number of Class I Common Shares equal to the Class A Conversion Rate upon a listing (a "Listing") of any class of Common Shares pursuant to an effective registration statement on any securities exchange registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or any merger, consolidation, transfer of all or substantially all of the assets or other business combination of the Trust, as a result of which all outstanding Common Shares are cancelled in exchange for the right to receive cash or securities, or a combination thereof (an "Extraordinary Transaction" and, together with a Listing, a "Conversion Event") unless, at least five (5) days before the effective date of such Conversion Event, the Trustee determines, in its sole and absolute discretion, that such conversion shall not occur in connection with such Conversion Event, but any such determination shall not preclude the conversion of Class A Common Shares into Class I Common Shares in connection with the occurrence of any successive Conversion Event.

(b) Class I Common Shares. The preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of the Class I Common Shares are identical to the Common Shares generally.

(c) Class S Common Shares. The preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of the Class S Common Shares are identical to the Common Shares generally, except as specifically set forth in this Section 7.1(c). Each Class S Common Share held in a Shareholder's account shall automatically and without any action on the part of the Shareholder thereof convert into a number of Class I Common Shares equal to the Class S Conversion Rate upon a Conversion Event unless, at least five (5) days before the effective date of such Conversion Event, the Trustee determines, in its sole and absolute discretion, that such conversion shall not occur in connection with such Conversion Event, but any such determination shall not preclude the conversion of Class S Common Shares into Class I Common Shares in connection with the occurrence of any successive Conversion Event.

(d) Class D Common Shares. The preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of the Class D Common Shares are identical to the Common Shares generally, except as specifically set forth in this Section 7.1(d). Each Class D Common Share held in a Shareholder's account shall automatically and without any action on the part of the Shareholder thereof convert into a number of Class I Common Shares equal to the Class D Conversion Rate upon a Conversion Event unless, at least five (5) days before the effective date of such Conversion Event, the Trustee determines, in its sole and absolute discretion, that such conversion shall not occur in connection with such Conversion Event, but any such determination

shall not preclude the conversion of Class D Common Shares into Class I Common Shares in connection with the occurrence of any successive Conversion Event.

(d) Class ER Common Shares. The preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of the Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, and Class ER-S Common Shares are set forth as follows in this Section 7.1(d).

(i) Redemption Rights.

(A) Redemption. Subject to Section 7.1(d)(i)(B) below, each Class ER Common Shareholder shall have the right, upon the Class ER Redemption Trigger Date applicable to the Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, or Class ER-S Common Shares, as applicable, purchased by such Shareholder, to require the Trust to redeem the Class ER Common Shares, in whole or in part, held by such Class ER Common Shareholder from any source of funds legally available for such purpose. Each Class ER Common Shareholder desiring to exercise the redemption rights described in the preceding sentence shall provide written notice to the Trustee of its intent to so exercise in accordance with Section 7.1(d)(i)(B) below. Subject to the applicable provisions of the MGCL, the Trust shall effect any redemption described in this Section 7.1(d)(i) by paying cash for each Class ER Common Share to be redeemed equal to the Class ER Redemption Price. The Class ER Redemption Price shall be paid by the Trust, for each Class ER Common Share redeemed, directly to the redeeming Class ER Common Shareholder on the Class ER Common Shares Redemption Date.

(B) Notice of Redemption. Any redemption right exercised by a Class ER Common Shareholder pursuant to Section 7.1(d)(i)(A) shall be exercised pursuant to a written notice of redemption, delivered not less than fifteen (15) calendar days prior to the scheduled Class ER Common Shares Redemption Date, to the Trustee by the Class ER Common Shareholder who is exercising such redemption right. Such notice (the "Class ER Redemption Notice") shall state: (i) the Class ER Common Shares Redemption Date; and (ii) the number of Class ER-I, Class ER-D Common Shares, Class ER-A Common Shares, or Class ER-S Common Shares, as applicable, to be redeemed and, if less than all outstanding such Class ER Common Shares are to be redeemed, the number of such Class ER Common Shares to be redeemed by such Class ER Common Shareholder. Each Class ER Common Shareholder covenants and agrees with the Trust and the Trustee that all Class ER Common Shares delivered for redemption pursuant to Section 7.1(d)(i)(A) shall be delivered to the Trust free and clear of all liens and encumbrances, and, notwithstanding anything contained herein to the contrary, the Trust shall not be under any obligation to redeem Class ER Common Shares which are or may be subject to any liens or encumbrances. Each Class ER Common Shareholder further agrees that, in the event any state or local property transfer tax is payable as a result of the transfer of its Class ER Common Shares to the Trust in connection with a redemption under Section 7.1(d)(i)(A), such holder shall assume and pay such transfer tax.

(C) No Other Rights of Redemption or Repurchase. Except as provided in this Section 7.1(d)(i), no Class ER Common Shareholder shall be entitled to

demand, or have any rights to require, the Trust repurchase or redeem such holder's Class ER Common Shares. In this regard, and not in limitation of the foregoing sentence, no Class ER Common Shares shall be eligible for or subject to repurchase or redemption pursuant to any share repurchase program or plan instituted or maintained by the Trust at any time.

(ii) Conversion of Class ER Common Shares.

(A) Automatic Conversion Upon Conversion Event. Each Class ER-I Common Share, Class ER-D Common Share, Class ER-A Common Share, and Class ER-S Common Share held in a Class ER Common Shareholder's account shall automatically and without any action on the part of the Class ER Common Shareholder thereof convert into an equal number of Class I Common Shares, Class D Common Shares, Class A Common Shares, or Class S Common Shares, respectively, on a 1:1 basis, upon a Conversion Event unless, at least five (5) days before the effective date of such Conversion Event, the Trustee determines, in its sole and absolute discretion, that such conversion shall not occur in connection with such Conversion Event, but any such determination shall not preclude the conversion of Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, or Class ER-S Common Shares, as applicable, into Class I Common Shares, Class D Common Shares, Class A Common Shares, or Class S Common Shares, respectively, in connection with the occurrence of any successive Conversion Event.

(B) Class ER Common Shareholders' Conversion Rights. Each Class ER-I Common Share, Class ER-D Common Share, Class ER-A Common Share, and Class ER-S Common Share held in a Class ER Common Shareholder's account shall be convertible, at the option of the holder thereof, upon the Class ER Redemption Trigger Date, into an equal number of Class I Common Shares, Class D Common Shares, Class A Common Shares, or Class S Common Shares, respectively, on a 1:1 basis. In order for a holder of Class ER Common Shares to convert such Shares into Class I Common Shares, Class D Common Shares, Class A Common Shares, or Class S Common Shares as set forth in the preceding sentence, such holder shall surrender any certificates for such Class ER Common Shares (or, if such holder alleges that any such certificates have been lost, stolen, or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Trustee to indemnify the Trust and the Trustee against any claim that may be made against the Trust and/or Trustee on account of the alleged loss, theft, or destruction of any such certificate), at the principal office of the Trust, together with written notice that such holder elects to convert all or any number of such holder's Class ER Common Shares and the name or names in which the Class I Common Shares, Class D Common Shares, Class A Common Shares, or Class S Common Shares, as applicable, shall be issued. The Trust shall, as soon as practicable thereafter, issue and deliver to such holder of Class ER Common Shares evidence of the issuance of the Class I Common Shares, Class D Common Shares, Class A Common Shares, or Class S Common Shares, as applicable, to which such holder is entitled upon conversion, including, if requested by the converting Class ER Common Shareholder, a certificate or certificates for the number of Class I Common Shares, Class D Common Shares, Class A Common Shares, or Class S Common Shares, as applicable, to which the converting Class ER Common Shareholder is entitled. Such conversion shall be deemed to have been made immediately prior to the close of business on the date the converting Class ER Common Shareholder's notice of conversion is received by the Trustee, and the person or persons entitled to receive the Class I Common Shares, Class D Common Shares, Class A Common Shares, or

Class S Common Shares, as applicable, issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Class I Common Shares, Class D Common Shares, Class A Common Shares, or Class S Common Shares, as applicable, as of such date.

(C) Trust's Optional Conversion Rights. From and after the Class ER Conversion Trigger Date, the Trustee, on behalf of the Trust, shall have the right to cause each Class ER Common Shareholder holding Class ER-I Common Shares, Class ER-D Common Shares, Class ER-A Common Shares, or Class ER-S Common Shares, without any action on the part of the Class ER Common Shareholder, to convert any or all of such Shareholder's Class ER Common Shares into an equal number of Class I Common Shares, Class D Common Shares, Class A Common Shares, or Class S Common Shares, respectively, on a 1:1 basis. The Trustee shall provide written notice to the affected Class ER Common Shareholder of its intent to exercise the conversion rights described in the preceding sentence no less than thirty (30) calendar days prior to any such conversion date.

(iii) Other Rights. Except as otherwise specifically set forth in this Section 7.1(d), the Class ER Common Shares shall have the same preferences, rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, and terms and conditions as the Common Shares generally.

Section 7.2 Authorization by Trustee of Share Issuance. The Trustee may authorize or cause the Trust to issue from time to time Shares of any class or series, whether now or hereafter authorized, or securities or rights convertible into Shares of any class or series, whether now or hereafter authorized, for such consideration, whether in cash, property, past or future services, obligation for future payment or otherwise, or without consideration (including in connection with a Share split or distribution of Shares), determined by the Trustee, subject to such restrictions or limitations, if any, as may be set forth in the Certificate or the Declaration of Trust.

Section 7.3 Voting Rights. Except as may otherwise be specified in the terms of any class or series of Shares or as provided herein, each Share shall entitle the holder thereof to one vote on each matter upon which holders of Shares are entitled to vote. Except to the extent that the Trust directly or indirectly owns Shares in a fiduciary capacity, neither the Trust nor any entity of which the Trust is entitled to exercise a majority of the outstanding voting power may vote on any matter, and Shares held by the Trust or any such entity shall not be counted in determining the total number of votes entitled to be cast on any matter or at any time. Subject to the terms of any class or series of Shares then outstanding limiting or expanding the voting rights of such Shares, Shareholders shall be entitled to vote only on the following matters:

(a) the removal of the Trustee and the election of a successor Trustee as provided in Article VI;

(b) the amendment of the Declaration of Trust, to the extent provided in Section 10.3;

(c) the merger, consolidation or conversion of the Trust or the transfer of all or substantially all of its assets, to the extent provided in Article XI;

(d) such others matters as may be provided in the Bylaws of the Trust;

(d) such other matters that the Trustee has submitted to the Shareholders for approval or ratification; and

(e) such matters with respect to which Shareholders are required to vote (whether in a binding or advisory capacity) by federal law, state law or securities exchange rule.

Except with respect to the foregoing matters, no action taken by the Shareholders shall in any way bind the Trust or the Trustee. Unless a different proportion is specified in the Certificate, the Declaration of Trust or the Bylaws (and notwithstanding any different proportion of votes that may be specified in the Act to approve any matter), the affirmative vote of a plurality of the votes cast in the election of a Trustee shall be sufficient to elect any Trustee, and the affirmative vote of a majority of the votes cast at a meeting of Shareholders duly called and at which a quorum is present shall be sufficient to approve any other matter that may properly come before the Shareholders at such meeting.

Section 7.4 Reorganization. Holders of Shares shall not have the right to vote on or approve any Reorganization.

Section 7.5 Dividends and Distributions. The Trustee may from time to time authorize or cause the Trust to pay such dividends or other distributions, in cash or other assets of the Trust or in securities of the Trust or from any other source as the Trustee shall determine. The Trustee shall endeavor to cause the Trust to declare and pay such dividends and distributions as shall be necessary for the Trust to qualify under the Code as a REIT; however, shareholders shall have no right to any dividend or distribution unless and until authorized by the Trustee and declared by the Trust. Before payment of any dividends or other distributions, there may be set aside out of any funds of the Trust available for dividends or other distributions such amounts as the Trustee may from time to time reserve for any Trust purpose, and the Trustee may modify or abolish any such reserve. Distributions shall be made to the holders of Common Shares, *pro rata*, in proportion to the number of Common Shares held by each of them. Shareholders shall have no right to any dividend or distribution unless and until authorized by the Trustee and declared by the Trust, and then only at the time and in the amount and form authorized by the Trustee. Any action by the Trustee to cause the Trust to declare or pay any dividend or other distribution shall be conclusive evidence of the authorization by the Trustee of such distribution. The exercise of the powers and rights of the Trustee pursuant to this Section 7.5 shall be subject to the terms of any class or series of Shares at the time outstanding.

Section 7.6 Consent Dividends. If the Trustee determines that consent dividends (within the meaning of Section 565 of the Code) with respect to a taxable year are necessary or appropriate to insure or maintain the qualification of the Trust as a REIT for U.S. federal income tax purposes; to avoid the imposition of any U.S. federal income or excise tax; or for any other reason, the Trustee may require the holders of Common Shares and any other Persons to take any and all actions necessary or appropriate under the Code, any regulations promulgated thereunder, any court decision or any administrative interpretations of the U.S. Department of Treasury (including any U.S. Internal Revenue Service forms or other forms) to declare consent dividends sufficient to maintain REIT qualification and avoid U.S. federal income or excise tax or otherwise.

Section 7.7 General Nature of Shares. All Shares shall be personal property entitling the Shareholder only to those rights provided in the Certificate, the Declaration of Trust and the Bylaws. The rights of all Shareholders and the terms of all Shares are subject to the provisions of the Certificate, the Declaration of Trust and the Bylaws. The Shareholders shall have no interest in the property of the Trust and shall have no right to compel any partition, division, dividend or distribution of the Trust or of the property of the Trust. The death of a Shareholder shall not terminate the Trust. The Trust is entitled to treat as Shareholders only those persons in whose names Shares are registered as holders of Shares on the beneficial interest ledger of the Trust. Notwithstanding any other provision in the Declaration of Trust, no determination shall be made by the Trustee nor shall any transaction be entered into by the Trust which would cause any Shares or other beneficial interest in the Trust not to constitute "transferable shares" or "transferable certificates of beneficial interest" under Section 856(a)(2) of the Code. Each Share, whether or not evidenced by a certificate, shall constitute a "security" within the meaning of, and governed by, (i) Article 8 of the Maryland Uniform Commercial Code (including Section 8-102(a)(l5) thereof) as in effect and as it may be amended or superseded from time to time, and (ii) Article 8 of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995 or any successor uniform act or law in effect in the State of Maryland from time to time.

Section 7.8 Fractional Shares. The Trust may, without the consent or approval of any Shareholder, issue fractional Shares, eliminate any outstanding fraction of a Share by rounding up to a full Share, arrange for the disposition of a fraction of a Share by the person entitled to it or pay cash for the fair value of a fraction of a Share.

ARTICLE VIII

RESTRICTIONS ON OWNERSHIP AND TRANSFER OF SHARES

Section 8.1 Shares.

Section 8.1.1. Ownership Limitations.

(a) Basic Restrictions.

(i) During the period commencing on the Initial Date and prior to the Restriction Termination Date, (1) No Person, other than an Excepted Holder, shall Beneficially Own or Constructively Own Shares in excess of the Aggregate Share Ownership Limit, (2) no Person, other than an Excepted Holder, shall Beneficially Own or Constructively Own Common Shares in excess of the Common Share Ownership Limit and (3) no Excepted Holder shall Beneficially Own or Constructively Own Shares in excess of the Excepted Holder Limit applicable to such Excepted Holder.

(ii) During the period commencing on the Initial Date and prior to the Restriction Termination Date, no Person shall Beneficially Own or Constructively Own Shares to the extent that such Beneficial Ownership or Constructive Ownership of Shares would result in the Trust being "closely held" within the meaning of Section 856(h) of the Code

(without regard to whether the ownership interest is held during the last half of a taxable year). From the date of the Declaration of Trust (the "Effective Date") until the Restriction Termination Date, no Person shall Beneficially Own or Constructively Own Shares to the extent that (I) such Beneficial Ownership or Constructive Ownership would result in the Trust otherwise failing to qualify as a REIT

(including, but not limited to, Beneficial Ownership or Constructive Ownership that would result in the Trust owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Trust from such tenant would cause the Trust to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(iii) From the Initial Date, or such other date as determined by the Trustee in its discretion, until the Restriction Termination Date, no Person shall Transfer any Shares if, as a result of the Transfer, the Shares would be beneficially owned by fewer than 100 Persons (determined without reference to the rules of attribution under Section 544 of the Code). Notwithstanding any other provisions contained herein, any Transfer of Shares (whether or not such Transfer is the result of a transaction entered into through the facilities of any national securities exchange or automated inter-dealer quotation system) that, if effective, would result in Shares being beneficially owned by less than 100 Persons (determined under the principles of Section 856(a)(5) of the Code) shall be void *ab initio*, and the intended transferee shall acquire no rights in such Shares.

(iv) During the period commencing on the Initial Date and prior to the Restriction Termination Date, no Person shall Beneficially Own or Constructively Own Shares to the extent that such Beneficial Ownership or Constructive Ownership of Shares could result in the Trust failing to qualify as a "domestically-controlled qualified investment entity" within the meaning of Section 897(h)(4)(B) of the Code.

(v) During the period commencing on the Initial Date and prior to the date that the Trust qualifies for an exception to the Plan Asset Regulations (other than the Insignificant Participation Exception), no Person shall Transfer or attempt to Transfer Shares to the extent such Transfer would result in the Trust failing to meet the Insignificant Participation Exception.

(b) Transfer in Trust. If any Transfer of Shares (whether or not such Transfer is the result of a transaction entered into through the facilities of any national securities exchange or automated inter-dealer quotation system) occurs which, if effective, would result in any Person Beneficially Owning or Constructively Owning Shares in violation of Section 8.1.1(a)(i), (ii), (iv) or (v), then that number of Shares the Beneficial Ownership or Constructive Ownership of which otherwise would cause such Person to violate Section 8.1.1(a)(i), (ii), (iv) or (v) (rounded up to the nearest whole Share) shall be automatically transferred to a Charitable Trust for the exclusive benefit of a Charitable Beneficiary, as described in Section 8.2, effective as of the close of business on the Business Day prior to the date of such Transfer, and such Person shall acquire no rights in such Shares. If the transfer to the Charitable Trust described in this Section 8.1.1(b) would not be effective for any reason to prevent the violation of Section 8.1.1(a)(i), (ii), (iv) or (v), or would not prevent the Trust from failing to qualify as a REIT, then the Transfer of that number of Shares that otherwise would cause any

Person to violate Section 8.1.1(a)(i), (ii), (iv) or (v) shall be void *ab initio,* and the intended transferee shall acquire no rights in such Shares.

Section 8.1.2. Remedies for Breach. If the Trustee shall at any time determine that a Transfer or other event has taken place that results in a violation of Section 8.1.1 or that a Person intends to acquire or has attempted to acquire Beneficial Ownership or Constructive Ownership of any Shares that would result in a violation of Section 8.1.1 (whether or not such violation is intended), the Trustee shall take or cause to be taken such action as the Trustee deems necessary or advisable to refuse to give effect to or to prevent such Transfer or other event, including, without limitation, causing the Trust to redeem Shares at a price per Share equal to the Market Price on the date of the redemption, refusing to give effect to such Transfer on the books of the Trust or instituting proceedings to enjoin such Transfer or other event; *provided, however,* that any Transfers or attempted Transfers or other events in violation of Section 8.1.1 shall automatically result in the transfer to the Charitable Trust described above, or, where applicable, such Transfer (or other event) shall be void *ab initio* as provided above irrespective of any action (or non-action) by the Trustee.

Section 8.1.3. Notice of Restricted Transfer. Any Person who acquires or attempts or intends to acquire Beneficial Ownership or Constructive Ownership of Shares that will or may violate Section 8.1.1(a), or any Person who would have owned Shares that resulted in a transfer to the Charitable Trust pursuant to the provisions of Section 8.1.1(b), shall immediately give written notice to the Trust of such event or, in the case of such a proposed or attempted transaction, give at least 15 days prior written notice, and shall provide to the Trust such other information as the Trust may request in order to determine the effect, if any, of such Transfer on the Trust's qualification as a REIT.

Section 8.1.4. Owners Required To Provide Information. From the Initial Date and prior to the Restriction Termination Date:

(a) every owner of more than five percent (or such lower percentage as required by the Code or the Treasury Regulations promulgated thereunder) of the outstanding Shares, within 30 days after the end of each taxable year, shall give written notice to the Trust stating the name and address of such owner, the number of Shares and other Shares Beneficially Owned and a description of the manner in which such shares are held; *provided, that* a Shareholder of record who holds outstanding Shares as nominee for another Person, which other Person is required to include in gross income the dividends or distributions received on such Shares (an "Actual Owner"), shall give written notice to the Trust stating the name and address of such Actual Owner and the number of shares of such Actual Owner with respect to which the Shareholder of record is nominee. Each such owner shall provide to the Trust such additional information as the Trust may request in order to determine the effect, if any, of such Beneficial Ownership on the Trust's qualification as a REIT and to ensure compliance with this Article VIII.

(b) each Person who is a Beneficial Owner or Constructive Owner of Shares and each Person (including the Shareholder of record) who is holding Shares for a Beneficial Owner or Constructive Owner shall provide to the Trust such information as the Trust may request, in good faith, in order to determine the Trust's qualification as a REIT and to comply

with requirements of any taxing authority or governmental authority or to determine such compliance.

Section 8.1.5 Remedies Not Limited. Subject to Section 6.1, nothing contained in this Section 8.1 shall limit the authority of the Trustee to take such other action as it deems necessary or advisable to protect the Trust and the interests of its Shareholders in preserving the Trust's qualification as a REIT.

Section 8.1.6 Ambiguity. In the case of an ambiguity in the application of any of the provisions of this Section 8.1, Section 8.2 or any definition contained in Article V, the Trustee shall have the power to determine the application of the provisions of this Section 8.1 or Section 8.2 with respect to any situation based on the facts known to it. In the event Section 8.1 or Section 8.2 require an action by the Trustee and the Declaration of Trust fails to provide specific guidance with respect to such action, the Trustee shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Section 8.1 or Section 8.2.

Section 8.1.7 Exceptions.

(a) Subject to Section 8.1.1(a)(ii) and upon receipt of such representations and agreement as the Trustee may require, the Trustee may exempt (prospectively or retroactively) a Person from the Aggregate Share Ownership Limit or the Common Share Ownership Limit, or both, and may establish or increase an Excepted Holder Limit for such Person.

(b) Prior to granting any exception pursuant to Section 8.1.7(a), the Trustee may require a ruling from the Internal Revenue Service, or an opinion of counsel, in either case in form and substance satisfactory to the Trustee, as it may deem necessary or advisable in order to determine or ensure the Trust's qualification as a REIT. Notwithstanding the receipt of any ruling or opinion, the Trustee may impose such conditions or restrictions as it deems appropriate in connection with granting such exception.

(c) Subject to Section 8.1.1(a)(ii), an underwriter, placement agent or initial purchaser which participates in a public offering or a private placement of Shares (or securities convertible into or exchangeable for Shares) may Beneficially Own or Constructively Own Shares (or securities convertible into or exchangeable for Shares) in excess of the Aggregate Share Ownership Limit or the Common Share Ownership Limit, or both such limits, but only to the extent necessary to facilitate such public offering or private placement.

(d) The Trustee may only reduce the Excepted Holder Limit for an Excepted Holder: (1) with the written consent of such Excepted Holder at any time, or (2) pursuant to the terms and conditions of the agreements and undertakings entered into with such Excepted Holder in connection with the establishment of the Excepted Holder Limit for that Excepted Holder. No Excepted Holder Limit shall be reduced to a percentage that is less than the Aggregate Share Ownership Limit.

Section 8.1.8 Increase or Decrease in Aggregate Share Ownership Limit or the Common Share Ownership Limit. The Trustee may from time to time increase or decrease the Aggregate Share Ownership Limit and/or the Common Share Ownership Limit for one or more Persons and increase or decrease the Aggregate Share Ownership Limit and/or the Common Shares

Ownership Limit for all other Persons. No decreased Aggregate Share Ownership Limit or Common Share Ownership Limit will be effective for any Person whose percentage of ownership of Shares is in excess of such decreased Aggregate Share Ownership Limit or Common Share Ownership Limit, as applicable, until such time as such Person's percentage of ownership of Shares equals or falls below the decreased Aggregate Share Ownership Limit or Common Share Ownership Limit, as applicable; *provided, however*, that any further acquisition of Shares by any such Person (other than a Person for whom an exemption has been granted pursuant to Section 8.1.7(a) or an Excepted Holder) in excess of the Shares owned by such person on the date the decreased Aggregate Share Ownership Limit or Common Share Ownership Limit became effective will be in violation of the Aggregate Share Ownership Limit or Common Share Ownership Limit. No increase to the Aggregate Share Ownership Limit or Common Share Ownership Limit may be approved if the new Aggregate Share Ownership Limit or Common Share Ownership Limit would allow five or fewer Persons to Beneficially Own, in the aggregate more than 49.9% in value of the outstanding Shares or otherwise cause the Trust to fail to qualify as a REIT. Prior to increasing or decreasing the Aggregate Share Ownership Limit or Common Share Ownership Limit pursuant to this Section 8.1.8, the Trustee may require such opinions of counsel, affidavits, undertakings or agreements, in form and substance satisfactory to the Trustee, as it may deem necessary or advisable in order to determine or ensure the Trust's qualification as a REIT.

Section 8.1.9 Legend. Each certificate or notice in lieu of any certificate, if any, for Shares shall bear a legend summarizing the restrictions on ownership and transfer contained herein. Instead of a legend, the certificate, if any, may state that the Trust will furnish a full statement about certain restrictions on transferability to a Shareholder on request and without charge.

Section 8.2. Transfer of Shares in Trust.

Section 8.2.1. Ownership in Trust. Upon any purported Transfer or other event described in Section 8.1.1 that would result in a transfer of Shares to a Charitable Trust, such Shares shall be deemed to have been transferred to the Charitable Trustee as trustee of a Charitable Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Charitable Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in the transfer to the Charitable Trust pursuant to Section 8.1.1(b). Each Charitable Beneficiary shall be designated by the Trust as provided in Section 8.2.7.

Section 8.2.2 Status of Shares Held by the Charitable Trustee. Shares held by the Charitable Trustee shall be issued and outstanding Shares. The Prohibited Owner shall have no rights in the Shares held by the Charitable Trustee. The Prohibited Owner shall not benefit economically from ownership of any Shares held in trust by the Charitable Trustee, shall have no rights to dividends or other distributions and shall not possess any rights to vote or other rights attributable to the Shares held in the Charitable Trust. The Prohibited Owner shall have no claim, cause of action, or any other recourse whatsoever against the purported transferor of such Shares.

Section 8.2.3. Dividend and Voting Rights. The Charitable Trustee shall have all voting rights and rights to dividends or other distributions with respect to Shares held in

the Charitable Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or other distribution paid prior to the discovery by the Trust that Shares have been transferred to the Charitable Trustee shall be paid with respect to such Shares to the Charitable Trustee upon demand and any dividend or other distribution authorized but unpaid shall be paid when due to the Charitable Trustee. Any dividends or distributions so paid over to the Charitable Trustee shall be held in trust for the Charitable Beneficiary. The Prohibited Owner shall have no voting rights with respect to Shares held in the Charitable Trust and, subject to Maryland law, effective as of the date that Shares have been transferred to the Charitable Trustee, the Charitable Trustee shall have the authority (at the Charitable Trustee's sole discretion) (i) to rescind as void any vote cast by a Prohibited Owner prior to the discovery by the Trust that Shares have been transferred to the Charitable Trustee and (ii) to recast such vote in accordance with the desires of the Charitable Trustee acting for the benefit of the Charitable Beneficiary; *provided, however*, that if the Trust has already taken irreversible trust action, then the Charitable Trustee shall not have the authority to rescind and recast such vote. Notwithstanding the provisions of this Article VIII, until the Trust has received notification that Shares have been transferred into a Charitable Trust, the Trust shall be entitled to rely on its Share transfer and other Shareholder records for purposes of preparing lists of Shareholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of Shareholders.

Section 8.2.4. Rights Upon Dissolution. Upon any voluntary or involuntary liquidation, dissolution or winding up of or any distribution of the assets of the Trust, the Charitable Trustee shall be entitled to receive, ratably with each other holder of Shares of the class or series of Shares that is held in the Charitable Trust, that portion of the assets of the Trust available for distribution to the holders of such class or series (determined based upon the ratio that the number of Shares of such class or series of Shares held by the Charitable Trustee bears to the total number of Shares of such class or series of Shares then outstanding). The Charitable Trustee shall distribute any such assets received in respect of the Shares held in the Charitable Trust in any liquidation, dissolution or winding up of, or distribution of the assets of the Trust, in accordance with Section 8.2.5.

Section 8.2.5. Sale of Shares by Charitable Trustee. Within 20 days of receiving notice from the Trust that Shares have been transferred to the Charitable Trust, the Charitable Trustee shall sell the Shares held in the Charitable Trust to a Person, designated by the Charitable Trustee, whose ownership of the Shares will not violate the ownership limitations set forth in Section 8.1.1(a). Upon such sale, the interest of the Charitable Beneficiary in the Shares sold shall terminate and the Charitable Trustee shall distribute the net proceeds of the sale to the Prohibited Owner and to the Charitable Beneficiary as provided in this Section 8.2.5. The Prohibited Owner shall receive the lesser of (1) the price paid by the Prohibited Owner for the Shares or, if the event causing the Shares to be held in the Charitable Trust did not involve a purchase of such Shares at Market Price, the Market Price of the Shares on the day of the event causing the Shares to be held in the Charitable Trust and (2) the price per Share received by the Charitable Trustee (net of any commissions and other expenses) from the sale or other disposition of the Shares held in the Charitable Trust. The Charitable Trustee may reduce the amount payable to the Prohibited Owner by the amount of dividends and distributions which have been paid to the Prohibited Owner and are owed by the Prohibited Owner to the Charitable Trustee pursuant to Section 8.2.3. Any net sales proceeds in excess of the amount payable to the Prohibited Owner and any other amounts received by the Trustee with respect to such Shares shall be immediately

paid to the Charitable Beneficiary. If, prior to the discovery by the Trust that Shares have been transferred to the Charitable Trustee, such Shares are sold by a Prohibited Owner, then (i) such Shares shall be deemed to have been sold on behalf of the Charitable Trust and (ii) to the extent that the Prohibited Owner received an amount for such Shares that exceeds the amount that such Prohibited Owner was entitled to receive pursuant to this Section 8.2.5, such excess shall be paid to the Charitable Trustee upon demand for payment to the Charitable Beneficiary.

Section 8.2.6. Purchase Right in Shares Transferred to the Charitable Trustee. Shares transferred to the Charitable Trustee shall be deemed to have been offered for sale to the Trust, or its designee, at a price per Share equal to the lesser of (i) the price per Share in the transaction that resulted in such transfer to the Charitable Trust (or, if the event that resulted in the Transfer to the Charitable Trust did not involve a purchase of such Shares at Market Price, the Market Price of such shares on the day of the event that resulted in the Transfer of such shares to the Charitable Trust) and (ii) the Market Price on the date the Trust, or its designee, accepts such offer. The Trust may reduce the amount payable to the Prohibited Owner by the amount of dividends and distributions which have been paid to the Prohibited Owner and are owed by the Prohibited Owner to the Charitable Trustee pursuant to Section 8.2.3. The Trust may pay the amount of such reduction to the Charitable Trustee for the benefit of the Charitable Beneficiary. The Trust shall have the right to accept such offer until the Charitable Trustee has sold the Shares held in the Charitable Trust pursuant to Section 8.2.5. Upon such a sale to the Trust, the interest of the Charitable Beneficiary in the Shares sold shall terminate and the Charitable Trustee shall distribute the net proceeds of the sale to the Prohibited Owner and any other amounts held by the Trustee with respect to such Shares to the Charitable Beneficiary.

Section 8.2.7 Designation of Charitable Beneficiaries. By written notice to the Charitable Trustee, the Trust shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Charitable Trust such that (i) Shares held in the Charitable Trust would not violate the restrictions set forth in Section 8.1.1(a) in the hands of such Charitable Beneficiary and (ii) each such organization must be described in Section 501(c)(3) of the Code and contributions to each such organization must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code. Neither the failure of the Trust to make such designation nor the failure of the Trust to appoint the Charitable Trustee before the automatic transfer provided for in Section 8.1.1 shall make such transfer ineffective, provided that the Trust thereafter makes such designation and appointment.

Section 8.3 Enforcement. The Trust is authorized specifically to seek equitable relief, including injunctive relief, to enforce the provisions of this Article VIII.

Section 8.4 Non-Waiver. No delay or failure on the part of the Trust or the Trustee in exercising any right hereunder shall operate as a waiver of any right of the Trust or the Trustee, as the case may be, except to the extent specifically waived in writing.

ARTICLE IX

LIABILITY OF SHAREHOLDERS, TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS AND TRANSACTIONS BETWEEN SUCH PERSONS AND THE TRUST

Section 9.1 Limitation of Shareholder Liability. No Shareholder shall be liable for any debt, claim, demand, judgment or obligation of any kind of, against or with respect to the Trust by reason of his, her or it being a Shareholder, nor shall any Shareholder be subject to any personal liability whatsoever, in tort, contract or otherwise, to any Person in connection with the property or affairs of the Trust.

Section 9.2 Limitation of Trustee and Officer Liability. To the maximum extent that Maryland law in effect from time to time permits limitation of the liability of trustees and officers of a statutory trust, no Covered Person shall be liable to the Trust or to any Shareholder for money damages. Neither the amendment nor repeal of this Section 9.2, nor the adoption or amendment of any other provision of the Declaration of Trust inconsistent with this Section 9.2, shall apply to or affect in any respect the applicability of the preceding sentence with respect to any act or failure to act that occurred prior to such amendment, repeal or adoption.

Section 9.3 Indemnification. To the maximum extent permitted by Maryland law in effect from time to time, the Trust shall indemnify (a) any Covered Person (including among the foregoing, for all purposes of this Article IX and without limitation, any individual or entity who, while serving as the Covered Person and, at the request of the Trust, serves or has served any other enterprise in any management or agency capacity) against any claim or liability to which such Covered Person may become subject by reason of such status, except for liability for such Covered Person's gross negligence or intentional misconduct, and (b) each present or former Shareholder against any claim or liability to which such Shareholder may become subject by reason of such status. In addition, the Trust shall, without requiring a preliminary determination of the ultimate entitlement to indemnification, pay or reimburse, in advance of final disposition of a proceeding, reasonable expenses incurred by a present or former Covered Person or Shareholder made a party to or witness in a proceeding by reason such status, provided that, in the case of a Covered Person, the Trust shall have received (i) a written affirmation by the Covered Person of the Covered Person's good faith belief that the Covered Person has met the applicable standard of conduct necessary for indemnification by the Trust pursuant to this Section 9.3 and (ii) a written undertaking by or on behalf of the Covered Person to repay the amount paid or reimbursed by the Trust if it shall ultimately be determined that the applicable standard of conduct was not met. Notwithstanding the foregoing, the Trust shall not be required to indemnify or advance funds to any Person entitled to indemnification hereunder (x) with respect to any action initiated or brought voluntarily by such indemnified Person (and not by way of defense) unless (I) approved or authorized by the Trustee or (II) incurred to establish or enforce such Person's right to indemnification hereunder, or (y) in connection with any claim with respect to which such Person is found to be liable to the Trust.

The Trust may provide or obligate itself to provide such indemnification or payment or reimbursement of expenses to any Person that served a predecessor of the Trust as a Covered Person or any employee or agent of the Trust or any predecessor of the Trust.

Any indemnification or payment or reimbursement of the expenses permitted by the Declaration of Trust shall be furnished in accordance with the procedures provided for indemnification or advance or reimbursement of expenses, as the case may be, under Section 2-418 of the MGCL (or any successor provision thereto) for directors of Maryland corporations.

Neither the amendment nor repeal of this Article IX, nor the adoption or amendment of any other provision of the Declaration of Trust inconsistent with this Article, shall apply to or affect in any respect the applicability of the preceding paragraph with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption. The rights to indemnification and advance of expenses provided by the Declaration of Trust shall vest immediately upon a Person or entity becoming a Covered Person or the acquisition of Shares by a Shareholder.

Section 9.4 Transactions between the Trust and its Trustees, Officers, Employees and Agents. Subject to any express restrictions in the Certificate or the Declaration of Trust or adopted by the Trustee, the Trust may enter into any contract or transaction of any kind, including, without limitation, for the purchase or sale of property or for any type of services, including those in connection with the offer or sale of securities of the Trust, with any Person, including any Covered Person or employee or agent of the Trust or any Person affiliated with a Covered Person or employee or agent of the Trust, whether or not any of them has a financial interest in such transaction. The procedures and presumptions set forth in Section 2-419 of the MGCL (or any successor provision thereto) shall be available for and apply to any contract or other transaction between the Trust and the Trustee or between the Trust and any other trust, corporation, firm or other entity in which the Trustee is a trustee or director or has a material financial interest.

Section 9.5 Duties of Trustee, Officers and Agents. Any Covered Person may have business interests and engage in business activities similar, in addition to or in competition with those of or relating to the Trust. The Trustee shall have the duties set forth in Section 12-402 of the Act, except that neither the Trustee, nor any other Covered Person, shall have any duty, fiduciary or otherwise, or obligation to the Trust, any Shareholder or any creditor of the Trust to present or offer any business opportunity to the Trust or to refrain from competing with the Trust. No Covered Person shall have any duties, including fiduciary duties under the common law of trusts, or be subject to any duties or other standard of conduct, other than as set forth in the preceding sentence. Any action or failure to act by the Trustee shall be presumed to be in accordance with the duties described in this Section 9.5, and any Person alleging the contrary shall bear the burden of proof that the action or failure to act was not consistent with such duties. To the maximum extent permitted by the Act, as in effect from time to time. Each Covered Person shall, in the performance of his, her or its duties with respect to the Trust, be entitled to rely on any information, opinion, report or statement, including any financial statement or other financial data, prepared or presented by an officer or employee of the Trust whom the Trustee or officer reasonably believes to be reliable and competent in the matters presented or by a lawyer, certified public accountant or other Person as to a matter which the Trustee or officer reasonably believes to be within the Person's professional or expert competence.

ARTICLE X

AMENDMENT

Section 10.1 General. The Trust reserves the right from time to time to make any amendment to the Certificate or the Declaration of Trust now or hereafter authorized by law, including any amendment altering the terms or contract rights, as expressly set forth in the Declaration, of any outstanding Shares. The Certificate or the Declaration of Trust may be amended only as provided in this Article X. The merger or consolidation of the Trust with another Person, the dissolution of the Trust or any other transaction between the Trust and another Person in which the Trust does not survive as a separate entity shall not be considered an amendment to the Declaration of Trust for purposes of this Article X.

Section 10.2 By Trustee. Except as expressly provided in the Certificate, Section 10.3 or in the terms of any class or series of Shares, the Declaration of Trust may be amended by the Trustee, without any action by the Shareholders. Except as may otherwise be expressly provided in the Certificate, the Certificate may be amended only by the Trustee, without any action or approval by the Shareholders.

Section 10.3 By Shareholders. Amendments to the Declaration of Trust that materially and adversely affect the contract rights of outstanding Shares, but excluding amendments of the type specified in Section 7.1 of the Declaration of Trust or Section 2-605 of the MGCL (which shall not require approval of any Shareholder), must be approved by the Trustee and Shareholders entitled to cast a majority of the votes entitled to be cast on the matter.

ARTICLE XI

MERGER, CONSOLIDATION OR SALE OF TRUST PROPERTY

The Trust may (a) merge with or into or convert into another entity, (b) consolidate with one or more other entities into a new entity or (c) transfer all or substantially all of its assets to another person. Subject to the terms of any series or class of Shares at the time outstanding, any such action must be approved by the Trustee and, unless such action could be taken by a Maryland corporation without the approval of its Shareholders pursuant to Subtitle 1 of Title 3 of the MGCL or if such action is a Reorganization, Shareholders entitled to cast a majority of all of the votes entitled to be cast on the matter. No holder of Shares shall have the right to vote on any Reorganization.

ARTICLE XII

DURATION OF TRUST

Section 12.1 Duration. The Trust shall continue perpetually unless dissolved pursuant to Section 12.2 pursuant to any applicable provision of the Act. No Shareholder or other Person shall have any right to petition a court for judicial dissolution of the Trust.

Section 12.2 Dissolution. Subject to the terms of any class or series of Shares at the time outstanding, the Trust may be dissolved with the approval of the Trustee.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Certificate of Trust. In the event of any conflict between the provisions of the Certificate and the Declaration of Trust, the provisions of the Certificate shall control.

Section 13.2 Inspection. Any Shareholder shall be entitled to examine the Trust's books and records to the extent permitted by Section 12-305 of the Act, but only if, and to the extent, approved by the Trustee.

Section 13.3. Rights of Objecting Shareholders; Derivative Claims. Shareholders shall not be entitled to exercise any appraisal rights or rights analogous to those of an objecting Shareholder provided for under Title 3, Subtitle 2 of the MGCL (or any successor provision thereto). A Shareholder shall not be entitled to recover a judgment in favor of the Trust, assert any claim in the name of the Trust or bring any other action that is derivative in nature without the approval of the Trustee.

Section 13.4 Organization and Offering Expenses. The Trust may reimburse Trustee or the Sponsor for Organization and Offering Expenses incurred by the Trustee or the Sponsor in connection with any offering of Shares, on an accountable or nonaccountable basis; provided, however, that (i) the total amount of all Organization and Offering Expenses reimbursed by the Trust shall be reasonable and (ii) the total Organization and Offering Expenses reimbursed by the Trust in connection with any offering of Shares shall in no event exceed 1% of the Gross Proceeds of such offering of Shares.

Section 13.5 Governing Law. The rights of all parties and the validity, construction and effect of every provision of the Declaration of Trust shall be subject to and construed according to the laws of the State of Maryland, without regard to conflicts of laws provisions thereof.

- Signature Page Follows -

IN WITNESS WHEREOF, this Amended and Restated Declaration of Trust has been executed by the undersigned Trustee to be effective as of the date and year first above written.

ExchangeRight Income Fund Trustee, LLC
a Delaware limited liability company

By: ExchangeRight Real Estate, LLC
a California limited liability company, its sole member

By: _____
Name: Warren Thomas
Title: Manager

EXHIBIT C

BYLAWS

EXCHANGERIGHT INCOME FUND

BYLAWS

ARTICLE I

OFFICES

Section 1. PRINCIPAL OFFICE. The principal office of the Trust in the State of Maryland shall be located at such place as the Trustee may designate.

Section 2. ADDITIONAL OFFICES. The Trust may have additional offices, including a principal executive office, at such places as the Trustee may from time to time determine or the business of the Trust may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. PLACE. All meetings of shareholders shall be held at the principal executive office of the Trust or at such other place as shall be set in accordance with these Bylaws and stated in the notice of the meeting.

Section 2. ANNUAL MEETING. There shall be no requirement to hold an annual meeting of the shareholders in any year. The Trustee may cause the Trust to call an annual meeting of shareholders for the transaction of any business within the powers of the Trust, which shall be held on the date and at the time and place set by the Trustee.

Section 3. SPECIAL MEETINGS. The president, chief executive officer or Trustee may call special meetings of the shareholders.

Section 4. NOTICE. Not less than ten nor more than 90 days before each meeting of shareholders, the secretary shall give to each shareholder entitled to vote at such meeting, and to each shareholder not entitled to vote who is entitled to notice of the meeting, notice stating the time and place of the meeting and, in the case of a special meeting or as otherwise may be required by any statute, the purpose for which the meeting is called. Notice may be provided by mail, by presenting it to such shareholder personally, by leaving it at the shareholder's residence or usual place of business, by electronic transmission or by any other means permitted by Maryland law. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the records of the Trust, with postage thereon prepaid. If transmitted electronically, such notice shall be deemed to be given when transmitted to the shareholder by an electronic transmission to any address or number of the shareholder at which the shareholder receives electronic transmissions. The Trust may give a single notice to all shareholders who share an address, which single notice shall be effective as to any shareholder at such address, unless such shareholder objects to

receiving such single notice or revokes a prior consent to receiving such single notice. Failure to give notice of any meeting to one or more shareholders, or any irregularity in such notice, shall not affect the validity of any meeting fixed in accordance with this Article II or the validity of any proceedings at any such meeting.

Any business of the Trust may be transacted at an annual meeting of shareholders without being specifically designated in the notice, except such business as is required by any statute to be stated in such notice. No business shall be transacted at a special meeting of shareholders except as specifically designated in the notice.

Section 5. ORGANIZATION AND CONDUCT. Every meeting of shareholders shall be conducted by an individual appointed by the Trustee to be chairman of the meeting or, in the absence of such appointment or appointed individual, by one of the following officers present at the meeting in the following order: the chief executive officer, the president, the vice presidents in their order of rank and, within each rank, in their order of seniority, the secretary or, in the absence of such officers, a chairman chosen by the shareholders by the vote of a majority of the votes cast by shareholders present in person or by proxy. The secretary or, in the secretary's absence, an individual appointed by the Trustee or, in the absence of such appointment, an individual appointed by the chairman of the meeting, shall act as secretary. In the event that the secretary presides at a meeting of shareholders, an individual appointed by the Trustee or the chairman of the meeting shall record the minutes of the meeting. The order of business and all other matters of procedure at any meeting of shareholders shall be determined by the chairman of the meeting. The chairman of the meeting may prescribe such rules, regulations and procedures and take such action as, in the discretion of the chairman and without any action by the shareholders, are appropriate for the proper conduct of the meeting, including, without limitation: (a) restricting admission to the time set for the commencement of the meeting; (b) limiting attendance at the meeting to shareholders of record of the Trust, their duly authorized proxies and such other individuals as the chairman of the meeting may determine; (c) limiting participation at the meeting on any matter to shareholders of record of the Trust entitled to vote on such matter, their duly authorized proxies and other such individuals as the chairman of the meeting may determine; (d) limiting the time allotted to questions or comments; (e) determining when and for how long the polls should be opened and when the polls should be closed and when announcement of the results shall be made ; (f) maintaining order and security at the meeting; (g) removing any shareholder or any other individual who refuses to comply with meeting procedures, rules or guidelines as set forth by the chairman of the meeting; (h) concluding a meeting or recessing or adjourning the meeting to a later date and time and at a place announced at the meeting; and (i) complying with any state and local laws and regulations concerning safety and security. Unless otherwise determined by the chairman of the meeting, meetings of shareholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 6. QUORUM. At any meeting of shareholders, the presence in person or by proxy of shareholders entitled to cast a majority of all the votes entitled to be cast at such meeting on any matter shall constitute a quorum; but this section shall not affect any requirement under any statute or the Declaration of Trust of the Trust (the "Declaration of Trust") for the vote

necessary for the approval of any matter. If such quorum is not established at any meeting of the shareholders, the chairman of the meeting may adjourn the meeting *sine die* or from time to time to a date not more than 120 days after the original record date without notice other than announcement at the meeting. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

The shareholders present either in person or by proxy, at a meeting which has been duly called and at which a quorum has been established, may continue to transact business until adjournment, notwithstanding the withdrawal from the meeting of enough shareholders to leave fewer than would be required to establish a quorum.

Section 7. VOTING**.** A plurality of all the votes cast at a meeting of shareholders duly called and at which a quorum is present shall be sufficient to elect a successor trustee. A majority of the votes cast at a meeting of shareholders duly called and at which a quorum is present shall be sufficient to approve any other matter which may properly come before the meeting, unless more than a majority of the votes cast is required by statute or by the Declaration of Trust. Unless otherwise provided by statute or by the Declaration of Trust, each outstanding share of beneficial interest, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. Voting on any question or in any election may be viva voce unless the chairman of the meeting shall order that voting be by ballot or otherwise.

Section 8. PROXIES. A holder of record of shares of beneficial interest of the Trust may cast votes in person or by proxy executed by the shareholder or by the shareholder's duly authorized agent in any manner permitted by law. Such proxy or evidence of authorization of such proxy shall be filed with the secretary of the Trust before or at the meeting. No proxy shall be valid more than eleven months after its date, unless otherwise provided in the proxy.

Section 9. VOTING OF SHARES BY CERTAIN HOLDERS. Shares of beneficial interest of the Trust registered in the name of a corporation, partnership, trust, limited liability company or other entity, if entitled to be voted, may be voted by the president or a vice president, general partner, trustee or managing member thereof, as the case may be, or a proxy appointed by any of the foregoing individuals, unless some other person who has been appointed to vote such shares pursuant to a bylaw or a resolution of the governing body of such corporation or other entity or agreement of the partners of a partnership presents a certified copy of such bylaw, resolution or agreement, in which case such person may vote such shares. Any trustee or fiduciary may vote shares of beneficial interest registered in the name of such person in the capacity of such trustee or fiduciary, either in person or by proxy.

Shares of beneficial interest of the Trust directly or indirectly owned by it shall not be voted at any meeting and shall not be counted in determining the total number of outstanding shares entitled to be voted at any given time, unless they are held by it in a fiduciary capacity, in which case they may be voted and shall be counted in determining the total number of outstanding shares at any given time.

The Trustee may adopt by resolution a procedure by which a shareholder may certify in writing to the Trust that any shares of beneficial interest registered in the name of the shareholder are held for the account of a specified person other than the shareholder. The resolution shall set forth the class of shareholders who may make the certification, the purpose for which the certification may be made, the form of certification and the information to be contained in it; if the certification is with respect to a record date, the time after the record date within which the certification must be received by the Trust; and any other provisions with respect to the procedure which the Trustee considers necessary or desirable. On receipt by the Trust of such certification, the person specified in the certification shall be regarded as, for the purposes set forth in the certification, the shareholder of record of the specified shares of beneficial interest in place of the shareholder who makes the certification.

Section 10. INSPECTORS. The Trustee or the chairman of the meeting may appoint, before or at the meeting, one or more inspectors for the meeting and any successor to the inspector. Except as otherwise provided by the chairman of the meeting, the inspectors, if any, shall (a) determine the number of shares of beneficial interest represented at the meeting in person or by proxy and the validity and effect of proxies, (b) receive and tabulate all votes, ballots or consents, (c) report such tabulation to the chairman of the meeting, (d) hear and determine all challenges and questions arising in connection with the right to vote, and (e) do such acts as are proper to fairly conduct the election or vote. Each such report shall be in writing and signed by the inspector or by a majority of them if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

Section 11. TELEPHONE MEETINGS. The Trustee or chairman of the meeting may permit one or more shareholders to participate in a meeting by means of a conference telephone or other communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at the meeting.

Section 12. SHAREHOLDERS' CONSENT IN LIEU OF MEETING. Any action required or permitted to be taken at any meeting of shareholders may be taken without a meeting (a) if a unanimous consent setting forth the action is given in writing or by electronic transmission by each shareholder entitled to vote on the matter and filed with the minutes of proceedings of the shareholders or (b) if the action is advised, and submitted to the shareholders for approval, by the Trustee and a consent in writing or by electronic transmission of shareholders entitled to cast not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting of shareholders at which all shareholders entitled to vote were present and voted is delivered to the Trust in accordance with the Maryland Statutory Trust Act. The Trust shall give notice of any action taken by less than unanimous consent to each shareholder not later than ten days after the effective time of such action.

ARTICLE III

OFFICERS

Section 1. GENERAL PROVISIONS. The Trustee may, from time to time, appoint and remove officers, employees and other agents of the Trust, to serve at the pleasure of the Trustee, with such powers and duties as the Trustee may determine. The officers of the Trust may include a chief executive officer, a president, one or more vice presidents, a chief operating officer, a chief financial officer, a treasurer, a secretary, and such other officers with such powers and duties as it shall deem necessary or desirable. The officers of the Trust, if any, shall be appointed by the Trustee, except that the chief executive officer or president may from time to time appoint one or more vice presidents or other subordinate officers and remove any officer so appointed. The duties of the officers of the Trust shall be as set forth in these Bylaws and as from time to time prescribed by the Trustee or, in the case of any officer other than the chief executive officer or president, the chief executive officer or president. Each officer shall serve until his or her successor is appointed and qualifies or until his or her death or his or her resignation or removal in the manner hereinafter provided. Any two or more offices except president and vice president may be held by the same person. Appointment of an officer or agent shall not of itself create contract rights between the Trust and such officer or agent. In the absence of any other appointment of such officers, solely for the purpose of executing and attesting any amendment to the Certificate or any other document required by law to be executed and/or attested by one or more officers of the Trust, the managing member of the Trustee shall be the chief executive officer and president of the Trust and any individual signing as such at the direction of the Trustee shall be the secretary of the Trust.

Section 2. REMOVAL AND RESIGNATION. Any officer or agent of the Trust may be removed, with or without cause, by the Trustee, and any subordinate officer or agent of the Trust may be removed, with or without cause, by the chief executive officer or the president of the Trust, but any such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any officer of the Trust may resign at any time by delivering his or her resignation to the Trustee, or to the chief executive officer, president or secretary of the Trust, if one is then appointed. Any resignation shall take effect immediately upon its receipt or at such later time specified in the resignation. The acceptance of a resignation shall not be necessary to make it effective unless otherwise stated in the resignation. Such resignation shall be without prejudice to the contract rights, if any, of the Trust.

Section 3. CHIEF EXECUTIVE OFFICER. The Trustee may designate a chief executive officer. The chief executive officer shall have general responsibility for implementation of the policies of the Trust, as determined by the Trustee, and for the management of the business and affairs of the Trust. He or she may execute any deed, mortgage, bond, contract or other instrument, except in cases where the execution thereof shall be expressly delegated by the Trustee or by these Bylaws to some other officer or agent of the Trust or shall be required by law to be otherwise executed; and in general shall perform all responsibilities and duties incident to the office of chief executive officer and such other responsibilities and duties as may be prescribed by the Trustee from time to time.

Section 4. CHIEF OPERATING OFFICER. The Trustee may designate a chief operating officer. The chief operating officer shall have the responsibilities and duties as determined by the Trustee or the chief executive officer.

Section 5. CHIEF FINANCIAL OFFICER. The Trustee may designate a chief financial officer. The chief financial officer shall have the responsibilities and duties as determined by the Trustee or the chief executive officer.

Section 6. PRESIDENT. In the absence of a chief executive officer, the president shall in general supervise and control all of the business and affairs of the Trust. In the absence of a designation of a chief operating officer by the Trustee, the president shall be the chief operating officer. He or she may execute any deed, mortgage, bond, contract or other instrument, except in cases where the execution thereof shall be expressly delegated by the Trustee or by these Bylaws to some other officer or agent of the Trust or shall be required by law to be otherwise executed; and in general shall perform all responsibilities and duties incident to the office of president and such other responsibilities and duties as may be prescribed by the Trustee from time to time.

Section 7. VICE PRESIDENTS. In the absence of the president or in the event of a vacancy in such office, the vice president (or in the event there be more than one vice president, the vice presidents in the order designated at the time of their election or, in the absence of any designation, then in the order of their election) shall perform the responsibilities and duties of the president and when so acting shall have all the powers of and be subject to all the restrictions upon the president; and shall perform such other responsibilities and duties as from time to time may be assigned to such vice president by the chief executive officer, the president or the Trustee. The Trustee may designate one or more vice presidents as executive vice president, senior vice president, or vice president for particular areas of responsibility.

Section 8. SECRETARY. The secretary shall (a) keep the minutes of the proceedings of the shareholders, the Trustee and committees of the Trustee, if any, in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the trust records and of the seal of the Trust; (d) keep a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder; (e) have general charge of the share transfer books of the Trust; and (f) in general perform such other responsibilities and duties as from time to time may be assigned to him or her by the chief executive officer, the president or the Trustee.

Section 9. TREASURER. The treasurer shall have the custody of the funds and securities of the Trust, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Trust, shall deposit all moneys and other valuable effects in the name and to the credit of the Trust in such depositories as may be designated by the Trustee and in general perform such other responsibilities and duties as from time to time may be assigned to him or her by the chief executive officer, the president or the Trustee. In the absence of a designation of a chief financial officer by the Trustee, the treasurer shall be the chief financial officer of the Trust.

The treasurer shall disburse the funds of the Trust as may be ordered by the Trustee, taking proper vouchers for such disbursements, and shall render to the president and Trustee, at the regular meetings of the Trustee or whenever it may so require, an account of all his or her transactions as treasurer and of the financial condition of the Trust.

Section 10. COMPENSATION. The compensation of the officers shall be fixed from time to time by or under the authority of the Trustee, except that the chief executive officer or president may, from time to time, set the compensation for any vice president or other subordinate officer. No officer shall be prevented from receiving such compensation by reason of the fact that he or she is also the Trustee.

ARTICLE IV

CONTRACTS, CHECKS AND DEPOSITS

Section 1. CONTRACTS. The Trustee may authorize any officer or agent of the Trust or the Trustee to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Trust and such authority may be general or confined to specific instances. Any agreement, deed, mortgage, lease or other document shall be valid and binding upon the Trust when duly authorized or ratified by action of the Trustee and executed by an authorized person.

Section 2. CHECKS AND DRAFTS. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Trust shall be signed by such officer or agent of the Trust or the Trustee in such manner as shall from time to time be determined by the Trustee.

Section 3. DEPOSITS. All funds of the Trust not otherwise employed shall be deposited or invested from time to time to the credit of the Trust as the Trustee, the chief executive officer, the president, the chief financial officer, or any other officer or agent of the Trust or the Trustee designated by the Trustee may determine.

ARTICLE V

SHARES

Section 1. CERTIFICATES. Except as may be otherwise provided by the Trustee, shareholders of the Trust are not entitled to certificates evidencing the shares of beneficial interest held by them. In the event that the Trust issues shares of beneficial interest evidenced by certificates, such certificates shall be in such form as prescribed by the Trustee or a duly authorized officer. There shall be no differences in the rights and obligations of shareholders based on whether or not their shares are evidenced by certificates.

Section 2. TRANSFERS. All transfers of shares shall be made on the books of the Trust, by the holder of the shares, in person or by his or her attorney, in such manner as the Trustee or any officer of the Trust may prescribe and, if such shares are certificated, upon surrender of certificates duly endorsed. The issuance of a new certificate upon the transfer of certificated shares is subject to the determination of the Trustee that such shares shall no longer be evidenced by certificates.

The Trust shall be entitled to treat the holder of record of any share of beneficial interest as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Maryland.

Notwithstanding the foregoing, transfers of shares of any class or series of beneficial interest will be subject in all respects to the Declaration of Trust and all of the terms and conditions contained therein.

Section 3. REPLACEMENT CERTIFICATE. The Trustee or any officer or agent of the Trust may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Trust alleged to have been lost, destroyed, stolen or mutilated, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, destroyed, stolen or mutilated; provided, however, if such shares have ceased to be certificated, no new certificate shall be issued unless requested in writing by such shareholder and the Trustee has determined that such certificates may be issued. Unless otherwise determined by the Trustee or an officer or agent of the Trust, the owner of such lost, destroyed, stolen or mutilated certificate or certificates, or his or her legal representative, shall be required, as a condition precedent to the issuance of a new certificate or certificates, to give the Trust a bond in such sums as it may direct as indemnity against any claim that may be made against the Trust.

Section 4. FIXING OF RECORD DATE. The Trustee may set, in advance, a record date for the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or determining shareholders entitled to receive payment of any dividend or the allotment of any other rights, or in order to make a determination of shareholders for any other proper purpose. Such date, in any case, shall not be prior to the close of business on the day the record date is fixed and shall be not more than 90 days and, in the case of a meeting of shareholders, not less than ten days, before the date on which the meeting or particular action requiring such determination of shareholders of record is to be held or taken.

When a record date for the determination of shareholders entitled to notice of and to vote at any meeting of shareholders has been set as provided in this section, such record date shall continue to apply to the meeting if adjourned or postponed, except if the meeting is adjourned or postponed to a date more than 120 days after the record date originally fixed for the meeting, in which case a new record date for such meeting may be determined as set forth herein.

Section 5. SHARE LEDGER. The Trust shall maintain at its principal office or at the office of its counsel, accountants or transfer agent, an original or duplicate share ledger containing the name and address of each shareholder and the number of shares of each class held by such shareholder.

Section 6. FRACTIONAL SHARES; ISSUANCE OF UNITS. The Trustee may authorize the Trust to issue fractional shares or authorize the issuance of scrip, all on such terms and under such conditions as it may determine. Notwithstanding any other provision of the Declaration of Trust or these Bylaws, the Trustee may issue units consisting of different securities of the Trust. Any security issued in a unit shall have the same characteristics as any identical securities issued by the Trust, except that the Trustee may provide that for a specified period securities of the Trust issued in such unit may be transferred on the books of the Trust only in such unit.

ARTICLE VI

ACCOUNTING YEAR

The Trustee shall have the power, from time to time, to fix the fiscal year of the Trust.

ARTICLE VII

DISTRIBUTIONS

Section 1. AUTHORIZATION. Dividends and other distributions upon the shares of beneficial interest of the Trust may be authorized by the Trustee, subject to the provisions of law and the Declaration of Trust. Dividends and other distributions may be paid in cash, property or shares of beneficial interest of the Trust, subject to the provisions of law and the Declaration of Trust.

Section 2. CONTINGENCIES. Before payment of any dividends or other distributions, there may be set aside out of any assets of the Trust available for dividends or other distributions such sum or sums as the Trustee may from time to time, in its absolute discretion, think proper as a reserve fund for contingencies, for equalizing dividends, for repairing or maintaining any property of the Trust or for such other purpose as the Trustee shall determine, and the Trustee may modify or abolish any such reserve.

ARTICLE VIII

SEAL

Section 1. SEAL. The Trustee may authorize the adoption of a seal by the Trust. The seal shall contain the name of the Trust and the year of its formation and the words "Formed Maryland." The Trustee may authorize one or more duplicate seals and provide for the custody thereof.

Section 2. AFFIXING SEAL. Whenever the Trust is permitted or required to affix its seal to a document, it shall be sufficient to meet the requirements of any law, rule or regulation relating to a seal to place the word "(SEAL)" adjacent to the signature of the person authorized to execute the document on behalf of the Trust.

ARTICLE IX

WAIVER OF NOTICE

Whenever any notice of a meeting is required to be given pursuant to the Declaration of Trust or these Bylaws or pursuant to applicable law, a waiver thereof in writing or by electronic transmission, given by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at nor the purpose of any meeting need be set forth in the waiver of notice of such meeting, unless specifically required by statute. The attendance of any person at any meeting shall constitute a waiver of notice of such meeting, except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

ARTICLE X

AMENDMENT OF BYLAWS

The Trustee shall have the exclusive power to adopt, alter or repeal any provision of these Bylaws and to make new Bylaws.

ARTICLE XI

MISCELLANEOUS

All references to the Declaration of Trust shall include all amendments and supplements thereto.

EXHIBIT D

OPERATING PARTNERSHIP AGREEMENT

EXCHANGERIGHT INCOME FUND OPERATING PARTNERSHIP, LP

AMENDMENT TO CLASSIFY COMMON UNITS

March 18, 2026

Pursuant to this Amendment to Classify Common Units (this "Amendment"), under a power contained in Section 4.3 of the Amended and Restated Limited Partnership Agreement (the "Base Agreement" and, as supplemented by this Amendment and as may otherwise be amended, supplemented or amended and restated from time to time, the "Partnership Agreement") of ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership (the "Operating Partnership"), ExchangeRight Income Fund, a Maryland statutory trust (the "General Partner"), acting in its capacity as the sole general partner of the Operating Partnership, classified an unlimited number of Partnership Units as a new class of Partnership Units and designated such Partnership Units as NLP Common Units (each such Partnership Unit, an "NLP Common Unit"), each in separate series of NLP Common Units, as further set forth below.

(1) NLP Common Units.

(a) General Terms. The General Partner hereby designates and creates the NLP Common Units a class of Common Units of the Operating Partnership, to be issued in separate series as set forth herein (each, a "Series"), and fixes the rights and obligations of the holders of each such Series. Except as otherwise set forth in this Amendment, each NLP Common Unit is a Common Unit which entitles the holder thereof to the rights of a holder of a Common Unit as provided in the Partnership Agreement.

(b) Creation and Designation of Series. The following Series of NLP Common Units are hereby created, with each such Series to be designated as follows:

(i) NLP 20 Common Units;

(ii) NLP 23 Common Units;

(iii) NLP 24 Common Units;

(iv) NLP 25 Common Units;

(v) NLP 26 Common Units;

(vi) NLP 27 Common Units;

(vii) NLP 47 Common Units; and

(viii) NLP 49 Common Units.

Each Series of NLP Common Units designated above is considered a separate series of NLP Common Units for purposes of the Partnership Agreement, entitling the holders thereof, except as otherwise set forth in this Amendment, with the rights and obligations of the holders of an NLP Common Unit as specified in the Partnership Agreement and in this Amendment.

(c) Distributions. For purposes of distributions payable to Junior Units pursuant to Section 5.2(a) of the Partnership Agreement, the holders of each Series of NLP Common Units

shall be entitled to share in amounts distributable to the holders of Junior Units, with the amount(s) of such distribution(s) to the holders of each Series of NLP Common Units pursuant to Section 5.2(a) to be determined by the General Partner in its sole and absolute discretion. The General Partner shall have the authority, exercisable in its sole and absolute discretion, and without the approval of any Limited Partner or any other Person, to determine or change, at any time or from time to time, the amount or rate of, or manner of calculating, the distribution(s) payable to holders of each Series of NLP Common Units pursuant to this paragraph. Each distribution payable to the holders of each Series of NLP Common Units pursuant to this paragraph shall be made among such holders, *pro rata*, in accordance with their respective Percentage Interests in the applicable Series of NLP Common Units, in each case as of the record date for such distribution. For the avoidance of doubt, the amount of any distribution payable to a holder of a Series of NLP Common Units pursuant to Section 5.2(a) of the Partnership Agreement and the terms of this paragraph may be different than the amount of any distribution payable to the holders of any other class or Series of Junior Units.

(d) No Conversion Rights. The holders of each Series of the NLP Common Units shall not have any rights to convert such units into Partnership Units of any other class or Series of units or into any other securities of, or Partnership Interests in, the Operating Partnership.

(e) No Redemption Rights. Notwithstanding any contrary provision in the Partnership Agreement, the holders of each Series of the NLP Common Units shall not have any Redemption Rights as set forth in Section 8.5 of the Partnership Agreement. The General Partner shall have the authority, exercisable at any time after the date of this Amendment in its sole and absolute discretion, and without the approval or consent of any Limited Partner or any other Person, to provide Redemption Rights pursuant to Section 8.5 of the Partnership Agreement to the holders of one or more Series of NLP Common Units. Upon a determination by the General Partner to provide Redemption Rights pursuant to the preceding sentence, the General Partner shall give prompt written notice thereof (in accordance with Section 12.1 of the Partnership Agreement) to each holder of the Series of NLP Common Units to which Redemption Rights are granted, but in no event later than five business days after the date the General Partner takes action to provide such Redemption Rights.

(2) Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Base Agreement.

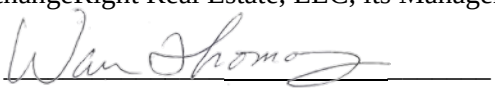
- Signature Page Follows -

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first above written, by the undersigned.

GENERAL PARTNER:

EXCHANGERIGHT INCOME FUND

By: ExchangeRight Income Fund Trustee, LLC, its Trustee
By: ExchangeRight Real Estate, LLC, its Manager

By: 
Name: Warren Thomas
Title: Manager

DMS: 50547142.3

EXCHANGERIGHT INCOME FUND OPERATING PARTNERSHIP, LP

AMENDMENT TO CLASSIFY COMMON UNITS

June 10, 2025

Pursuant to this Amendment to Classify Common Units (this "Amendment"), under a power contained in Section 4.3 of the Amended and Restated Limited Partnership Agreement (the "Base Agreement" and, as supplemented by this Amendment and as may otherwise be amended, supplemented or amended and restated from time to time, the "Partnership Agreement") of ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership (the "Operating Partnership"), ExchangeRight Income Fund, a Maryland statutory trust (the "General Partner"), acting in its capacity as the sole general partner of the Operating Partnership, classified and designated an unlimited number of Partnership Units as Class D Common Units (each such Partnership Unit, a "Class D Common Unit"), Class ER-I Common Units (each such Partnership Unit, a "Class ER-I Common Unit"), Class ER-D Common Units (each such Partnership Unit, a "Class ER-D Common Unit"), Class ER-A Common Units (each such Partnership Unit, a "Class ER-A Common Unit"), and Class ER-S Common Units (each such Partnership Unit, a "Class ER-S Common Unit").

(1) Class D Common Units.

(a) General Terms. Except as otherwise set forth in this Amendment, each Class D Common Unit is a Common Unit which entitles the holder thereof to the rights of a holder of a Common Unit as provided in the Partnership Agreement and which Corresponds to a Class D Common Share of the General Partner, the terms and conditions of which are set forth in the Declaration.

(b) Distributions. For purposes of distributions payable to Junior Units pursuant to Section 5.2(a) of the Partnership Agreement, the holders of Class D Common Units shall be entitled to share in amounts distributable to the holders of Junior Units, including the Class A Common Units, Class I Common Units, Class S Common Units, Class ER-I Common Units, Class ER-D Common Units, Class ER-A Common Units, Class ER-S Common Units, and Class A 721 Common Units, and, except as may be provided in the terms of any other Class of Common Units, *pro rata*, based on the total number of Class D Common Units outstanding and by the total number of Common Units of such other Classes outstanding, in each case as of the record date for such distribution.

(c) Conversion of Class D Common Units. Each Class D Common Unit held by a Limited Partner shall automatically and without any action on the part of the Limited Partner convert into an equal number of Class I Common Units, on a 1:1 basis, upon a Conversion Event, unless, at least five (5) days before the effective date of such Conversion Event, the General Partner determines, in its sole and absolute discretion, that such conversion shall not occur in connection with such Conversion Event, but any such determination shall not preclude the conversion of Class D Common Units into Class I Common Units in connection with the occurrence of any successive Conversion Event.

(2) Class ER-I Common Units.

(a) General Terms. Effective as of June 10, 2025, the Common Units formerly designated as "Class ER Common Units" prior to such date shall be renamed the "Class ER-I Common Units." In this regard, Section (2) of this Amendment amends, restates, and supersedes,

in its entirety, Section (1) set forth in the Amendment to Classify Common Units dated May 30, 2024, which is made part of the Base Agreement. Except as otherwise set forth in this Amendment, each Class ER-I Common Unit is a Common Unit which entitles the holder thereof to the rights of a holder of a Common Unit as provided in the Partnership Agreement and which Corresponds to a Class ER-I Common Share of the General Partner, the terms and conditions of which are set forth in the Declaration.

(b) Distributions. For purposes of distributions payable to Junior Units pursuant to Section 5.2(a) of the Partnership Agreement, the holders of Class ER-I Common Units shall be entitled to share in amounts distributable to the holders of Junior Units, including the Class A Common Units, Class I Common Units, Class S Common Units, Class D Common Units, Class ER-D Common Units, Class ER-A Common Units, Class ER-S Common Units, and Class A 721 Common Units, and, except as may be provided in the terms of any other Class of Common Units, *pro rata*, based on the total number of Class ER-I Common Units outstanding and by the total number of Common Units of such other Classes outstanding, in each case as of the record date for such distribution.

(c) Conversion of Class ER-I Common Units.

(i) Automatic Conversion Upon Conversion Event. Each Class ER-I Common Unit held by a Limited Partner shall automatically and without any action on the part of the Limited Partner convert into an equal number of Class I Common Units, on a 1:1 basis, upon a Conversion Event, unless, at least five (5) days before the effective date of such Conversion Event, the General Partner determines, in its sole and absolute discretion, that such conversion shall not occur in connection with such Conversion Event, but any such determination shall not preclude the conversion of Class ER-I Common Units into Class I Common Units in connection with the occurrence of any successive Conversion Event.

(ii) Operating Partnership's Optional Conversion Rights. From and after the Conversion Trigger Date, the General Partner, on behalf of the Operating Partnership, shall have the right to cause each Limited Partner holding Class ER-I Common Units, without any action on the part of the Limited Partner, to convert any or all of such Limited Partner's Class ER-I Common Units into an equal number of Class I Common Units, on a 1:1 basis. The General Partner shall provide written notice to the affected Limited Partner of its intent to exercise the conversion rights described in the preceding sentence no less than 30 calendar days prior to any such conversion date.

(3) Class ER-D Common Units.

(a) General Terms. Except as otherwise set forth in this Amendment, each Class ER-D Common Unit is a Common Unit which entitles the holder thereof to the rights of a holder of a Common Unit as provided in the Partnership Agreement and which Corresponds to a Class ER-D Common Share of the General Partner, the terms and conditions of which are set forth in the Declaration.

(b) Distributions. For purposes of distributions payable to Junior Units pursuant to Section 5.2(a) of the Partnership Agreement, the holders of Class ER-D Common Units shall be entitled to share in amounts distributable to the holders of Junior Units, including the Class A Common Units, Class I Common Units, Class S Common Units, Class D Common Units, Class ER-I Common Units, Class ER-A Common Units, Class ER-S Common Units, and Class A 721

Common Units, and, except as may be provided in the terms of any other Class of Common Units, *pro rata*, based on the total number of Class ER-D Common Units outstanding and by the total number of Common Units of such other Classes outstanding, in each case as of the record date for such distribution.

(c) Conversion of Class ER-D Common Units.

(i) Automatic Conversion Upon Conversion Event. Each Class ER-D Common Unit held by a Limited Partner shall automatically and without any action on the part of the Limited Partner convert into an equal number of Class D Common Units, on a 1:1 basis, upon a Conversion Event, unless, at least five (5) days before the effective date of such Conversion Event, the General Partner determines, in its sole and absolute discretion, that such conversion shall not occur in connection with such Conversion Event, but any such determination shall not preclude the conversion of Class ER-D Common Units into Class D Common Units in connection with the occurrence of any successive Conversion Event.

(ii) Operating Partnership's Optional Conversion Rights. From and after the Conversion Trigger Date, the General Partner, on behalf of the Operating Partnership, shall have the right to cause each Limited Partner holding Class ER-D Common Units, without any action on the part of the Limited Partner, to convert any or all of such Limited Partner's Class ER-D Common Units into an equal number of Class D Common Units, on a 1:1 basis. The General Partner shall provide written notice to the affected Limited Partner of its intent to exercise the conversion rights described in the preceding sentence no less than 30 calendar days prior to any such conversion date.

(4) Class ER-A Common Units.

(a) General Terms. Except as otherwise set forth in this Amendment, each Class ER-A Common Unit is a Common Unit which entitles the holder thereof to the rights of a holder of a Common Unit as provided in the Partnership Agreement and which Corresponds to a Class ER-A Common Share of the General Partner, the terms and conditions of which are set forth in the Declaration.

(b) Distributions. For purposes of distributions payable to Junior Units pursuant to Section 5.2(a) of the Partnership Agreement, the holders of Class ER-A Common Units shall be entitled to share in amounts distributable to the holders of Junior Units, including the Class A Common Units, Class I Common Units, Class S Common Units, Class D Common Units, Class ER-I Common Units, Class ER-D Common Units, Class ER-S Common Units, and Class A 721 Common Units, and, except as may be provided in the terms of any other Class of Common Units, *pro rata*, based on the total number of Class ER-A Common Units outstanding and by the total number of Common Units of such other Classes outstanding, in each case as of the record date for such distribution.

(c) Conversion of Class ER-A Common Units.

(i) Automatic Conversion Upon Conversion Event. Each Class ER-A Common Unit held by a Limited Partner shall automatically and without any action on the part of the Limited Partner convert into an equal number of Class A Common Units, on a 1:1 basis, upon a Conversion Event, unless, at least five (5) days before the effective date of such Conversion Event, the General Partner determines, in its sole and absolute

discretion, that such conversion shall not occur in connection with such Conversion Event, but any such determination shall not preclude the conversion of Class ER-A Common Units into Class A Common Units in connection with the occurrence of any successive Conversion Event.

(ii) Operating Partnership's Optional Conversion Rights. From and after the Conversion Trigger Date, the General Partner, on behalf of the Operating Partnership, shall have the right to cause each Limited Partner holding Class ER-A Common Units, without any action on the part of the Limited Partner, to convert any or all of such Limited Partner's Class ER-A Common Units into an equal number of Class A Common Units, on a 1:1 basis. The General Partner shall provide written notice to the affected Limited Partner of its intent to exercise the conversion rights described in the preceding sentence no less than 30 calendar days prior to any such conversion date.

(5) Class ER-S Common Units.

(a) General Terms. Except as otherwise set forth in this Amendment, each Class ER-S Common Unit is a Common Unit which entitles the holder thereof to the rights of a holder of a Common Unit as provided in the Partnership Agreement and which Corresponds to a Class ER-S Common Share of the General Partner, the terms and conditions of which are set forth in the Declaration.

(b) Distributions. For purposes of distributions payable to Junior Units pursuant to Section 5.2(a) of the Partnership Agreement, the holders of Class ER-S Common Units shall be entitled to share in amounts distributable to the holders of Junior Units, including the Class A Common Units, Class I Common Units, Class S Common Units, Class D Common Units, Class ER-I Common Units, Class ER-D Common Units, Class ER-A Common Units, and Class A 721 Common Units, and, except as may be provided in the terms of any other Class of Common Units, *pro rata*, based on the total number of Class ER-S Common Units outstanding and by the total number of Common Units of such other Classes outstanding, in each case as of the record date for such distribution.

(c) Conversion of Class ER-S Common Units.

(i) Automatic Conversion Upon Conversion Event. Each Class ER-S Common Unit held by a Limited Partner shall automatically and without any action on the part of the Limited Partner convert into an equal number of Class S Common Units, on a 1:1 basis, upon a Conversion Event, unless, at least five (5) days before the effective date of such Conversion Event, the General Partner determines, in its sole and absolute discretion, that such conversion shall not occur in connection with such Conversion Event, but any such determination shall not preclude the conversion of Class ER-S Common Units into Class S Common Units in connection with the occurrence of any successive Conversion Event.

(ii) Operating Partnership's Optional Conversion Rights. From and after the Conversion Trigger Date, the General Partner, on behalf of the Operating Partnership, shall have the right to cause each Limited Partner holding Class ER-S Common Units, without any action on the part of the Limited Partner, to convert any or all of such Limited Partner's Class ER-S Common Units into an equal number of Class S Common Units, on a 1:1 basis. The General Partner shall provide written notice to the affected Limited Partner of its intent to exercise the conversion rights described in the preceding sentence no less than 30

calendar days prior to any such conversion date.

(6) Definitions. For purposes of this Amendment and the Base Agreement, the following additional terms shall have the definitions set forth as follows:

(a) "Class ER-I Common Share" means a Class ER-I Common Share in the General Partner, the terms of which are set forth in the Declaration.

(b) "Class ER-D Common Share" means a Class ER-D Common Share in the General Partner, the terms of which are set forth in the Declaration.

(c) "Class ER-A Common Share" means a Class ER-A Common Share in the General Partner, the terms of which are set forth in the Declaration.

(d) "Class ER-S Common Share" means a Class ER-S Common Share in the General Partner, the terms of which are set forth in the Declaration.

(e) "Conversion Trigger Date" means the date that is the fifth anniversary of the closing date of a Class ER-I Common Unit holder's, Class ER-D Common Unit holder's, Class ER-A Common Unit holder's, or Class ER-S Common Unit holder's, as applicable, purchase of Class ER-I Common Units, Class ER-D Common Units, Class ER-A Common Units, or Class ER-S Common Units, respectively. The definition of "Conversion Trigger Date" in this Amendment amends, restates, and supersedes, in its entirety, the definition of "Conversion Trigger Date" set forth in the Amendment to Classify Common Units dated May 30, 2024, which is made part of the Base Agreement.

(7) Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Base Agreement.

- Signature Page Follows -

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first above written, by the undersigned.

GENERAL PARTNER:

EXCHANGERIGHT INCOME FUND

By: ExchangeRight Income Fund Trustee, LLC, its Trustee
By: ExchangeRight Real Estate, LLC, its Manager

By: _____
Name: Warren Thomas
Title: Manager

DMS: 47476647.2

Signature Page – Operating Partnership – Amendment to Classify Common Units

EXCHANGERIGHT INCOME FUND OPERATING PARTNERSHIP, LP

AMENDMENT TO CLASSIFY COMMON UNITS

May 30, 2024

Pursuant to this Amendment to Classify Common Units (this "Amendment"), under a power contained in Section 4.3 of the Amended and Restated Limited Partnership Agreement (the "Base Agreement" and, as supplemented by this Amendment and as may otherwise be amended, supplemented or amended and restated from time to time, the "Partnership Agreement") of ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership (the "Operating Partnership"), ExchangeRight Income Fund, a Maryland statutory trust (the "General Partner"), acting in its capacity as the sole general partner of the Operating Partnership, classified and designated an unlimited number of Partnership Units as Class ER Common Units (each such Partnership Unit, a "Class ER Common Unit") and Class A 721 Common Units (each such Partnership Unit, a "Class A 721 Common Unit").

(1) Class ER Common Units.

(a) General Terms. Except as otherwise set forth in this Amendment, each Class ER Common Unit is a Common Unit which entitles the holder thereof to the rights of a holder of a Common Unit as provided in the Partnership Agreement and which corresponds to a Class ER Common Share of the General Partner, the terms and conditions of which are set forth in the Declaration.

(b) Distributions. For purposes of distributions payable to Junior Units pursuant to Section 5.2(a) of the Partnership Agreement, the holders of Class ER Common Units shall be entitled to share in amounts distributable to the holders of Junior Units, including the Class A Common Units, Class I Common Units, Class S Common Units, and Class A 721 Common Units, and, except as may be provided in the terms of any other Class of Common Units, *pro rata*, based on the total number of Class ER Common Units outstanding and by the total number of Common Units of such other Classes outstanding, in each case as of the record date for such distribution.

(c) Conversion of Class ER Common Units.

(i) Automatic Conversion Upon Conversion Event. Each Class ER Common Unit held by a Limited Partner shall automatically and without any action on the part of the Limited Partner convert into an equal number of Class I Common Units, on a 1:1 basis, upon a Conversion Event, unless, at least five (5) days before the effective date of such Conversion Event, the General Partner determines, in its sole and absolute discretion, that such conversion shall not occur in connection with such Conversion Event, but any such determination shall not preclude the conversion of Class ER Common Units into Class I Common Units in connection with the occurrence of any successive Conversion Event.

(ii) Operating Partnership's Optional Conversion Rights. From and after the Conversion Trigger Date, the General Partner, on behalf of the Operating Partnership, shall have the right to cause each Limited Partner holding Class ER Common Units, without any action on the part of the Limited Partner, to convert any or all of such Limited Partner's Class ER Common Units into an equal number of Class I Common Units, on a 1:1 basis. The General Partner shall provide written notice to the affected Limited Partner of its intent to exercise the conversion rights described in the preceding sentence no less than 30 calendar days prior to any such conversion date.

(2) Class A 721 Common Units.

(a) General Terms. Except as otherwise set forth in this Amendment, each Class A 721 Common Unit is a Common Unit which entitles the holder thereof to the rights of a holder of a Common Unit as provided in the Partnership Agreement.

(b) Distributions. For purposes of distributions payable to Junior Units pursuant to Section 5.2(a) of the Partnership Agreement, the holders of Class A 721 Common Units shall be entitled to share in amounts distributable to the holders of Junior Units, with the amount(s) of such distribution(s) to the holders of Class A 721 Common Units pursuant to Section 5.2(a) to be determined by the General Partner in its sole and absolute discretion. Each distribution payable to the holders of Class A 721 Common Units pursuant to this paragraph shall be made among such holders, *pro rata*, in accordance with their respective Percentage Interests in the Class A 721 Common Units, in each case as of the record date for such distribution. For the avoidance of doubt, the amount of any distribution payable to a holder of Class A 721 Common Units pursuant to Section 5.2(a) of the Partnership Agreement and the terms of this paragraph may be different than the amount of any distribution payable to the holders of any other class of Junior Units.

(c) Conversion of Class A 721 Common Units.

(i) Class A 721 Common Unit Holders' Conversion Rights. Each Class A 721 Common Unit held by a Limited Partner shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such unit, into an equal number of Class I Common Units, on a 1:1 basis. In order for a holder of Class A 721 Common Units to convert such units into Class I Common Units, such holder shall surrender any certificates for such Class A 721 Common Units (or, if such holder alleges that any such certificates have been lost, stolen, or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Operating Partnership to indemnify the Operating Partnership against any claim that may be made against the Operating Partnership on account of the alleged loss, theft, or destruction of any such certificate), at the principal office of the Operating Partnership, together with written notice that such holder elects to convert all or any number of such holder's Class A 721 Common Units and the name or names in which the Class I Common Units shall be issued. The Operating Partnership shall, as soon as practicable thereafter, issue and deliver to such holder of Class A 721 Common Units evidence of the issuance of the Class I Common Units to which such holder is entitled upon conversion, including, if requested by the converting Limited Partner, a certificate or certificates for the number of Class I Common Units to which the Limited Partner is entitled. Such conversion shall be deemed to have been made immediately prior to the close of business on the date the converting Limited Partner's notice of conversion is received by the Operating Partnership, and the person or persons entitled to receive the Class I Common Units issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Class I Common Units as of such date.

(ii) Automatic Conversion Upon Conversion Event. Each Class A 721 Common Unit held by a Limited Partner shall automatically and without any action on the part of the Limited Partner convert into an equal number of Class I Common Units, on a 1:1 basis, upon a Conversion Event, unless, at least five (5) days before the effective date of such Conversion Event, the General Partner determines, in its sole and absolute discretion, that such conversion shall not occur in connection with such Conversion

Event, but any such determination shall not preclude the conversion of Class A 721 Common Units into Class I Common Units in connection with the occurrence of any successive Conversion Event.

(3) Definitions. For purposes of this Amendment and the Base Agreement, the following additional terms shall have the definitions set forth as follows:

(a) "Class ER Offering Memorandum" means any Confidential Private Placement Memorandum of the General Partner, as of any date, with respect to Class ER REIT Shares of the General Partner, in such form (including any amendments or supplements thereto) as approved by or at the direction of the Trustee.

(b) "Class ER REIT Share" means a Class ER Common Share in the General Partner, the terms of which are set forth in the Declaration.

(c) "Conversion Trigger Date" means the date that is the fifth anniversary of the closing date of a Class ER Common Unit holder's purchase of Class ER Common Units.

(4) Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Base Agreement.

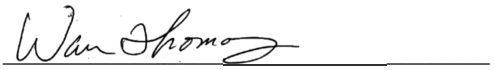
- Signature Page Follows -

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first above written, by the undersigned.

GENERAL PARTNER:

EXCHANGERIGHT INCOME FUND

By: ExchangeRight Income Fund Trustee, LLC, its Trustee
By: ExchangeRight Real Estate, LLC, its Manager

By: 
Name: Warren Thomas
Title: Manager

AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT
OF
EXCHANGERIGHT INCOME FUND OPERATING PARTNERSHIP, LP

ExchangeRight Income Fund Operating Partnership, LP (the "Partnership") was formed as a limited partnership under the laws of the State of Delaware, pursuant to a Certificate of Limited Partnership filed with the Office of the Secretary of State of the State of Delaware on January 9, 2019. This Amended and Restated Limited Partnership Agreement ("Agreement") is entered into effective as of April 4, 2022, among ExchangeRight Income Fund, a Maryland statutory trust (the "General Partner"), and the Limited Partners party hereto from time to time. Capitalized terms used herein but not otherwise defined shall have the meanings given them in Article 1.

WHEREAS, the General Partner and the original Limited Partners of the Partnership entered into a Limited Partnership Agreement of ExchangeRight Income Fund Operating Partnership, LP, dated as of January 9, 2019 (the "Original Agreement");

WHEREAS, the General Partner and the original Limited Partners of the Partnership amended and restated the Original Agreement to, among other things, reflect that the Partnership will act as the operating partnership for the General Partner, which intends to qualify as a real estate investment trust, establish additional classes of Partnership Units, and make other conforming changes, as set forth in the Amended and Restated Limited Partnership Agreement, effective as of February 28, 2019 (the "First Amended and Restated LPA");

WHEREAS, in connection with a contemporaneous amendment and restatement of the Declaration classifying an unlimited number of REIT Shares as Class I REIT Shares, the General Partner and the original Limited Partners of the Partnership amended and restated the First Amended and Restated LPA to, among other things, reclassify all authorized, issued and outstanding Common Units as Class I Common Units, as set forth in the Amended and Restated Limited Partnership Agreement, effective as of February 28, 2019 (the "Second Amended and Restated LPA"); and

WHEREAS, in connection with a contemporaneous the amendment of the Declaration classifying an unlimited number of REIT Shares as Class A REIT Shares, the General Partner, acting pursuant to a power contained in Section 4.3 of the Second Amended and Restated LPA, amended the Second Amended and Restated LPA to, among other things, classify and designate an unlimited number of Partnership Units as Class A Common Units, as set forth in the Amendment to Classify Common Units, dated April 2019 (the "First Amendment to Second Amended and Restated LPA")

WHEREAS, in connection with a contemporaneous amendment and restatement of the Declaration classifying an unlimited number of REIT Shares as Class S REIT Shares, the General Partner, acting pursuant to a power contained in Section 4.3 of the Second Amended and Restated LPA, wishes to amend and restate the Second Amended and Restated LPA, as amended by the First Amendment to Second Amended and Restated LPA (the Second Amended and Restated LPA, as so amended, the "Current Agreement"), to, among other things, classify and

designate an unlimited number of Partnership Units as Class A Common Units, and to otherwise restate the Current Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, of mutual covenants between the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend and restate the Current Agreement in its entirety and continue the Partnership as a limited partnership under the Delaware Revised Uniform Limited Partnership Act, as amended from time to time, as follows:

ARTICLE 1
DEFINED TERMS

The following defined terms used in this Agreement shall have the meanings specified below:

Act means the Delaware Revised Uniform Limited Partnership Act, as it may be amended from time to time.

Additional Partnership Securities means any (i) any rights, options, warrants or convertible or exchangeable securities that entitle the holder thereof to subscribe for or purchase, convert such securities into or exchange such securities for, Junior Units, Preferred Units or other Partnership Interests, excluding Preferred Units and grants under any share incentive plan or plans now or hereafter adopted by the Partnership or the General Partner, or (ii) any debt securities issued by the Partnership that provide any of the rights described in clause (i).

Additional REIT Securities means any (i) any rights, options, warrants or convertible or exchangeable securities that entitle the holder thereof to subscribe for or purchase, convert such securities into or exchange such securities for, REIT Shares, Preferred Shares or other Shares, excluding Preferred Shares and grants under any share incentive plan or plans now or hereafter adopted by the Partnership or the General Partner, or (ii) any debt securities issued by the General Partner that provide any of the rights described in clause (i).

Adjusted Capital Account means the Capital Account maintained for each Partner as of the end of each Allocation Period (a) increased by any amounts which such Partner is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) and (b) decreased by the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.701-4(b)(2)(ii)(d)(6). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

Administrative Expenses means (a) all administrative and operating costs and expenses incurred by the Partnership, (b) those administrative costs and expenses of the General Partner, including salaries or other payments, if any, to any directors, officers or employees of the General Partner, if any are elected or appointed, and any accounting and legal expenses of the General Partner, which expenses, the Partners have agreed, are expenses of the Partnership and not the General Partner, and (c) to the extent not included in clause (b) above, REIT Expenses; provided, however, that Administrative Expenses shall not include any administrative

costs and expenses incurred by the General Partner that are attributable to Properties or partnership interests in a Subsidiary Partnership (other than this Partnership) that are owned by the General Partner directly.

Advisor or Advisors means any Person or Persons, if any, hereafter appointed, employed or contracted with by the General Partner and responsible for directing or performing the day-to-day business affairs of the General Partner, including any Person to whom the Advisor hereafter subcontracts substantially all of such functions.

Advisory Agreement means the agreement among the Partnership, the General Partner and any Advisor, pursuant to which any such Advisor will direct or perform the day-to-day business affairs of the General Partner and the Partnership.

Affiliate or *Affiliated* means, as to any other Person, any of the following:

(a) any Person directly or indirectly owning, controlling or holding, with power to vote, ten percent (10%) or more of the outstanding voting securities of such other Person;

(b) any Person ten percent (10%) or more of whose outstanding voting securities are directly or indirectly owned, controlled or held, with power to vote, by such other Person;

(c) any Person directly or indirectly controlling, controlled by or under common control with such other Person;

(d) any officer, director, trustee, manager, managing member or general partner of such other Person; and

(e) any legal entity for which such Person acts as an officer, director, trustee, manager, managing member or general partner.

Agreed Value means the fair market value of a Partner's non-cash Capital Contribution as of the date of contribution as agreed to by such Partner and the General Partner.

Agreement means this Amended and Restated Limited Partnership Agreement, as amended, modified supplemented or restated from time to time, as the context requires.

Allocation Period means (a) the Partnership Year, or (b) any portion of the Partnership Year for which the Partnership is required to allocate Profit, Loss and other items of Partnership income, gain, loss deduction or credit for federal income tax purposes.

Book Value means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows: (a) the Book Value of any asset contributed by a Partner to the Partnership is the Agreed Value of such asset at the time of contribution; (b) the Book Value of all Partnership assets will be adjusted to equal their respective fair market values in accordance with Regulations Section 1.704-1(b)(2)(iv)(f) upon the occurrence of the events set forth in Section 4.6 of this Agreement; (c) the Book Value of any Partnership asset distributed to

a Partner will be adjusted to equal the fair market value of such asset on the date of distribution; and (d) the Book Values of Partnership assets will be increased (or decreased) to reflect any adjustments in the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Book Values will not be adjusted pursuant to clause (d) to the extent that the General Partner determines that an adjustment pursuant to clause (b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to clause (d). If the Book Value of an asset has been determined or adjusted pursuant to clauses (a), (b) or (d) above, such Book Value will thereafter be adjusted by depreciation in respect of such asset computed in accordance with Regulations Section 1.704-1(b)(2)(iv)(f) for purposes of computing Profits and Losses.

Capital Account has the meaning provided in Section 4.6 hereof.

Capital Contribution means the total amount of cash, cash equivalents, and the Agreed Value of any Property or other asset (other than cash) contributed or agreed to be contributed, as the context requires, to the Partnership by each Partner pursuant to the terms of this Agreement. Any reference to the Capital Contribution of a Partner shall include the Capital Contribution made by a predecessor holder of the Partnership Interest of such Partner.

Cash Amount means an amount of cash equal to the product of the Value of one REIT Share and the REIT Shares Amount on the date of receipt by the General Partner of a Notice of Redemption.

Certificate means any instrument or document that is required under the laws of the State of Delaware, or any other jurisdiction in which the Partnership conducts business, to be signed and sworn to by the Partners of the Partnership (either by themselves or pursuant to the power-of-attorney granted to the General Partner in Section 8.2 hereof) and filed for recording in the appropriate public offices within the State of Delaware or such other jurisdiction to perfect or maintain the Partnership as a limited partnership, to effect the admission, withdrawal, or substitution of any Partner of the Partnership, or to protect the limited liability of the Limited Partners as limited partners under the laws of the State of Delaware or such other jurisdiction.

Class means a class or series (including a series of any class) of REIT Shares or Partnership Units, as the context may require.

Class A Common Unit means a Partnership Unit that is a Common Unit, which entitles the holder thereof to the rights of a holder of a Common Unit as provided in this Agreement and which Corresponds to a Class A REIT Share.

Class A Conversion Rate means a fraction, the numerator of which is the net asset value of the General Partner allocable to the Class A REIT Shares determined as described in the Class A Offering Memorandum, divided by the number of outstanding Class A REIT Shares, and the denominator of which is the net asset value of the General Partner allocable to the Class I Common Shares determined as described in Class A Offering Memorandum, divided by the number of outstanding Class I Common Shares immediately prior to the Conversion Event.

Class A Offering Memorandum means that certain Confidential Private Placement Memorandum of the General Partner, dated April 4, 2022, with respect to Class A REIT Shares of the General Partner, in such form (including any amendments or supplements thereto) as approved by or at the direction of the Trustee.

Class A REIT Share means a Class A Common Share in the General Partner, the terms of which are set forth in the Declaration.

Class I Common Unit means a Partnership Unit that is a Common Unit, which entitles the holder thereof to the rights of a holder of a Common Unit as provided in this Agreement and which Corresponds to a Class I REIT Share.

Class I REIT Share means a Class I Common Share in the General Partner, the terms of which are set forth in the Declaration.

Class S Common Unit means a Partnership Unit that is a Common Unit, which entitles the holder thereof to the rights of a holder of a Common Unit as provided in this Agreement and which Corresponds to a Class S REIT Share.

Class S Conversion Rate means a fraction, the numerator of which is the net asset value of the General Partner allocable to the Class S REIT Shares determined as described in the Class A Offering Memorandum, divided by the number of outstanding Class S REIT Shares, and the denominator of which is the net asset value of the General Partner allocable to the Class I Common Shares determined as described in Class S Offering Memorandum, divided by the number of outstanding Class I Common Shares immediately prior to the Conversion Event.

Class S Offering Memorandum means that certain Confidential Private Placement Memorandum of the General Partner, dated April 4, 2022, with respect to Class S REIT Shares of the General Partner, in such form (including any amendments or supplements thereto) as approved by or at the direction of the Trustee.

Class S REIT Share means a Class S Common Share in the General Partner, the terms of which are set forth in the Declaration.

Code means the Internal Revenue Code of 1986, as amended, and as hereafter amended from time to time. Reference to any particular provision of the Code shall mean that provision in the Code at the date hereof and any successor provision of the Code.

Common Unit means, regardless of the applicable Class of such Common Unit, a Partnership Unit entitling the holder thereof to the rights of a holder of a Common Unit, both generally as a holder of a Common Unit and as a holder of the specific Class of Partnership Units, each as provided in this Agreement.

Conversion Event means the Listing of any Class of REIT Shares or an Extraordinary Transaction (without regard to whether or how long the securities to be received by the holders of REIT Shares in such Extraordinary Transaction are listed on a national securities exchange).

Corresponding means, with respect to a Class of Partnership Units and a Class of Shares, a Class of Partnership Units and a Class of Shares that have substantially the same rights as to distributions, other than distributions upon liquidation, dissolution or winding up of the Partnership and otherwise have economic rights that have substantially the same effect or are intended to preserve the proportionate numbers of, and economic equivalence between, the outstanding Partnership Units and outstanding Shares of such Classes, and with respect to a Class of Additional Partnership Securities and a Class of Additional REIT Securities, a Class of Additional Partnership Securities and a Class of Additional REIT Securities that have rights as to conversion, redemption, exchange or exercise that have substantially the same effect or are intended to preserve the proportionate numbers of, and economic equivalence between, Corresponding Classes of outstanding Partnership Units and outstanding Shares. The terms *Correspond* and *Corresponds* shall have correlative meanings. For the avoidance of doubt, the conversion rights, redemption rights, voting powers and restrictions on ownership or transfer of a class of Class of Partnership Units may differ from those of the Corresponding Class of Shares, to the extent that such differences are intended to preserve the proportionate number of outstanding Partnership Units and Shares of each such Class or otherwise preserve the economic equivalence of ownership of a Partnership Unit and Share of each such Class.

Declaration means the General Partner's Declaration of Trust, as amended, supplemented, or restated from time to time.

DST Program means Delaware statutory trust programs, sponsored by the Sponsor, syndicating ownership in investment-grade single-tenant, net leased retail properties in transactions that qualify for an exchange under Section 1031 of the Code or any other similar programs sponsored by the Sponsor.

Event of Bankruptcy as to any Person means the filing of a petition for relief as to such Person as debtor or bankrupt under the U.S. Bankruptcy Code or similar provision of law of any jurisdiction (except if such petition is contested by such Person and has been dismissed within 90 days); insolvency or bankruptcy of such Person as finally determined by a court proceeding; filing by such Person of a petition or application to accomplish the same or for the appointment of a receiver or a trustee for such Person or a substantial part of his assets; commencement of any proceedings relating to such Person as a debtor under any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, either by such Person or by another, provided that if such proceeding is commenced by another, such Person indicates his approval of such proceeding, consents thereto or acquiesces therein, or such proceeding is contested by such Person and has not been finally dismissed within 90 days.

Extraordinary Transaction means any merger, consolidation, transfer of all or substantially all of the assets or other business combination of the Partnership or the General Partner, as a result of which all outstanding REIT Shares are cancelled in exchange for the right to receive cash or securities that have been, as of the closing date of such transaction, listed on a national securities exchange for at least 180 days, or a combination thereof.

GAAP means generally accepted accounting principles consistently applied as used in the United States.

General Partner means ExchangeRight Income Fund, a Maryland statutory trust, or any other Person who is admitted from time to time as a substitute or additional General Partner as provided herein and in the Act, and any of their successors as General Partner, in each case, that has not ceased to be a general partner of the Partnership as provided herein and in the Act, in such Person's capacity as a general partner of the Partnership.

General Partnership Interest means a Partnership Interest held by the General Partner that is a general partnership interest. The number of Common Units held by the General Partner equal to one percent (1%) of all outstanding Common Units from time to time is hereby designated as the General Partnership Interest.

Hurdle Amount means, as of any date, the excess, if any, of (a) the Priority Return on the Net Capital Contribution Amount as of such date, calculated like simple interest on a daily basis (based on a 365-day year), provided, that, for purposes of calculating such Priority Return, the Net Capital Contribution Amount shall also be determined on a daily basis taking into account the dates on which Capital Contributions, distributions under Section 5.2(a)(iii) and payments of Cash Amounts to redeem or in exchange for Common Units under Section 8.5(a), 8.5(b) or 4.11(c) are made or deemed to be made, over (b) all distributions made pursuant to Section 5.2(a)(ii).

Incentive Distribution Upon Extraordinary Transaction means, with respect to an Extraordinary Transaction, 20% of the amount by which (a) the value of all consideration paid to holders of Common Units of any Class (not including the General Partner) and holders of REIT Shares of any Class(es) pursuant to such Extraordinary Transaction exceeds (b) the sum of the Net Capital Contribution Amount of such Common Units and the Hurdle Amount of such Common Units on the date on which such Incentive Distribution Upon Extraordinary Transaction is payable, in the form of consideration of the same type as is received by holders of REIT Shares of the Corresponding Class(es) in such Extraordinary Transaction (and if such holders of REIT Shares receive a mix of cash and listed securities in exchange for their REIT Shares, or have the right to elect the form of consideration to be received in exchange for their REIT Shares in connection with such Extraordinary Transaction, in the form of consideration in the combination of types received by a plurality of such holders of REIT Shares). For purposes of determining the amount of any Incentive Distribution Upon Extraordinary Transaction, the value of any consideration paid to holders of REIT Shares or Junior Units in the form of listed securities will be the volume-weighted average trading price per security over the 30-day period ending on the date on which the Incentive Distribution Upon Extraordinary Transaction is payable.

Incentive Listing Distribution means 20% of the amount by which (a) the Market Value exceeds (b) the sum of the Net Capital Contribution Amount and the Hurdle Amount on the date on which such Incentive Listing distribution is payable.

Indemnitee means (a) the General Partner or a trustee, officer or employee of the General Partner, (b) any member, manager or agent or employee of the Trustee, (c) any Advisor or a director, officer, manager, member, employee of such an Advisor or another agent of the Advisor if such agent is an Affiliate of the Advisor and (d) such other Persons (including Affiliates of the

General Partner, the Advisor or the Partnership) as the General Partner may designate from time to time, in its sole and absolute discretion.

Joint Venture or *Joint Ventures* means those joint venture or general partnership arrangements in which the General Partner or the Partnership is a co-venturer or general partner which are established to acquire Properties.

Junior Unit means a Partnership Unit that is not a Preferred Unit, and includes the Common Units.

Limited Partner means each Person that is from time to time admitted as a limited partner of the Partnership as provided herein and in the Act, including any Substitute Limited Partner, each as shown as such on the Register or the other the books and records of the Partnership, in each case, that has not ceased to be a limited partner of the Partnership as provided herein and in the Act, in such Person's capacity as a Limited Partner in the Partnership. A Limited Partner may hold Junior Units, Preferred Units, or both, in such Person's capacity as a limited partner of the Partnership.

Limited Partnership Interest means the ownership interest of a Limited Partner in the Partnership at any particular time, including the right of such Limited Partner to any and all benefits to which such Limited Partner may be entitled as provided in this Agreement and in the Act, together with the obligations of such Limited Partner to comply with all the provisions of this Agreement and of such Act. All Partnership Units held from time to time by the Person who is the General Partner that are not designated as a General Partnership Interest in accordance with the definition thereof shall constitute a Limited Partnership Interest held by such Person, and such Person shall also have the rights (including the voting rights) of a Limited Partner with respect to such Limited Partnership Interest.

Liquidation Preference means, with respect to any Preferred Unit as of any date of determination, the amount (including distributions accumulated, due or payable through the date of determination) payable with respect to such Preferred Unit (as established by the instrument designating such Preferred Unit) upon the voluntary or involuntary dissolution or winding up of the Partnership as a preference over distributions to Partnership Units ranking junior to such Preferred Unit.

Listing means the approval for listing of REIT Shares of any Class issued by the General Partner pursuant to an effective registration statement on a National Securities Exchange. Upon Listing, the REIT Shares of such Class shall be deemed Listed.

Loss has the meaning provided in Section 5.1(f) hereof.

Market Value means the aggregate market value of all outstanding Common Units (including Common Units held by the General Partner), with the market value of each Common Unit being (a) if the Class of REIT Shares that Corresponds to Common Units of such Class is Listed, the volume-weighted average trading price per REIT Share of such Corresponding Class over the 30-day period ending on the date on which the Incentive Listing Distribution is payable and (b) if the Class of REIT Shares that Corresponds to Common Units of such Class is not Listed, the volume-weighted average trading price per Listed REIT Share over the 30-day period

ending on the date on which the Incentive Listing Distribution is payable *multiplied by* a fraction, the numerator of which is the Net Asset Value per REIT Share of such Corresponding Class and the denominator of which is the Net Asset Value per Listed REIT Share.

National Securities Exchange means any securities exchange registered with the SEC pursuant to Section 6 of the Securities Exchange Act of 1934, as amended.

Net Asset Value means for any REIT Shares, the net asset value of such REIT Shares, determined as of the last day of each calendar quarter as described in the Offering Memorandum.

Net Asset Value Per REIT Share means, for each Class of REIT Shares, the net asset value per share of such Class of REIT Shares, determined as of the last day of each calendar quarter as described in the Offering Memorandum.

Net Capital Contribution Amount means the excess of (a) the aggregate amount of Capital Contributions made, or deemed to have been made pursuant to Section 4.3(b), in exchange for the issuance of Junior Units, over (b) in each case, without duplication, all distributions made pursuant to Section 5.2(a)(iii) plus the aggregate Cash Amounts distributed by the Partnership to redeem Common Units pursuant to Section 8.5(a) or paid by the General Partner in exchange for Common Units pursuant to Section 8.5(b) plus all amounts paid to redeem Common Units pursuant to Section 4.11(c).

Notice of Redemption means the Notice of Exercise of Redemption Right substantially in the form attached as Exhibit A hereto.

Offering means an offering of Shares that is either (a) registered with the SEC, or (b) exempt from such registration, excluding Shares offered under any employee benefit plan.

Offering Memorandum means that certain Confidential Private Placement Memorandum of the General Partner, dated April 4, 2022, with respect to the Class I REIT Shares, in such form (including any amendments or supplements thereto) as approved by or at the direction of the Trustee.

Partner means any General Partner, Limited Partner or Special Limited Partner.

Partner Nonrecourse Debt Minimum Gain has the meaning set forth in Regulations Section 1.704-2(i). A Partner's share of Partner Nonrecourse Debt Minimum Gain shall be determined in accordance with Regulations Section 1.704-2(i)(5).

Partnership means ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership.

Partnership Interest means an ownership interest in the Partnership held by a Limited Partner, a Special Limited Partner or the General Partner and includes any and all benefits to which the holder of such a Partnership Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

Partnership Minimum Gain has the meaning set forth in Regulations Section 1.704-2(d). In accordance with Regulations Section 1.704-2(d), the amount of Partnership Minimum Gain is determined by first computing, for each Partnership nonrecourse liability, any gain the Partnership would realize if it disposed of the property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. A Partner's share of Partnership Minimum Gain shall be determined in accordance with Regulations Section 1.704-2(g)(1).

Partnership Record Date means the record date established by the General Partner for the determination of holders of any Class of Partnership Units entitled to receive any distribution of cash pursuant to Section 5.2 hereof, which record date shall be the same as the record date established by the General Partner for a distribution to its beneficial owners of the Corresponding Class of REIT Shares, or for the determination of Partners entitled to notice of, or to vote on, any matter or receive any other allocation of rights.

Partnership Unit means a fractional, undivided share of the Partnership Interests of all Partners issued hereunder, including Junior Units, but excluding the Special Limited Partner Interest. Without limitation on the authority of the General Partner as set forth in Section 4.4 hereof, the General Partner may designate any Partnership Units, when issued, as Common Units or Preferred Units, may establish any other Class of Partnership Units. The allocation of Partnership Units among the Partners shall be as set forth from time to time in the Register.

Partnership Unit Designation has the meaning provided in Section 4.3(a) hereof.

Partnership Year means the fiscal year of the Partnership, which shall be the calendar year unless another period is specified by the General Partner.

Percentage Interest means as to a Partner, except to the extent specifically set forth in any Partnership Unit Designation (a) with respect to any Class of Partnership Units held by such Partner, such Partner's interest in such Class of Partnership Units as determined by dividing the number of Partnership Units in such Class owned by such Partner by the total number of Partnership Units in such Class then outstanding and (b) with respect to all Classes of Partnership Units held by such Partner, such Partner's interest in the Partnership as determined by dividing the total number of Partnership Units of all Classes owned by such Partner by the total number of Partnership Units of all Classes then outstanding. For purposes of determining the rights and relationships among the various Classes of Partnership Units, Preferred Units shall not be considered to have any share of the aggregate Percentage Interest in the Partnership unless, and only to the extent, provided otherwise in the instrument creating such Class of Preferred Units.

Person means any individual, partnership, limited liability company, corporation, joint venture, trust or other entity.

Preferred Share means any preferred share of beneficial interest in the General Partner (or preferred equity interest in a successor entity, as the case may be).

Preferred Unit means any Partnership Unit issued from time to time pursuant to Section 4.3 hereof that is specifically designated by the General Partner at the time of its issuance as a

Preferred Unit. Each Class of Preferred Units shall have such designations, preferences, and relative, participating, optional, or other special rights, powers, and duties, including rights, powers and duties senior to the Junior Units, all as determined by the General Partner, subject to compliance with the requirements of Section 4.3 hereof.

Priority Return means a seven percent (7%) cumulative, non-compounded pre-tax annual return (based on a 365-day year).

Profit has the meaning provided in Section 5.1(f) hereof.

Property or *Properties* means the real properties or real estate investments which are acquired by the General Partner either directly or through the Partnership, Joint Ventures, partnerships or other entities.

Redeemed Partner has the meaning provided in Section 8.5(a) hereof.

Redemption Amount means either the Cash Amount or the REIT Shares Amount, as selected by the General Partner in its sole and absolute discretion pursuant to Section 8.5(b) hereof.

Redemption Right has the meaning provided in Section 8.5(a) hereof.

Register means a register maintained by the General Partner in accordance with the terms of this Agreement containing the name and address of, and the number of Partnership Units of each Class held by, each Partner, and such other information as the General Partner may deem necessary or desirable.

Regulations means the Federal income tax regulations promulgated under the Code, as amended and as hereafter amended from time to time. Reference to any particular provision of the Regulations shall mean that provision of the Regulations on the date hereof and any successor provision of the Regulations.

Regulatory Allocations has the meaning set forth in Section 5.1(g) hereof.

REIT means a real estate investment trust under Sections 856 through 860 of the Code.

REIT Distribution Requirement means, with respect to the General Partner, the amount that the General Partner must distribute to its Shareholders in order to (i) meet its distribution requirement for qualification as a REIT as set forth in Section 857 of the Code and (ii) avoid any federal income or excise tax liability imposed by the Code.

REIT Expenses means (a) costs and expenses relating to the formation and continuity of existence and operation of the General Partner and any Subsidiaries thereof (which Subsidiaries shall, for purposes hereof, be included within the definition of General Partner), including taxes, fees and assessments associated therewith, any and all costs, expenses or fees payable to any director, officer, or employee of the General Partner, if any are elected or appointed, (b) costs and expenses relating to any Offering and registration of securities by the General Partner and all statements, reports, fees and expenses incidental thereto, including, without limitation,

underwriting discounts and sales commissions applicable to any such Offering of securities, any shareholder servicing fees and distribution fees, and any costs and expenses associated with any claims made by any holders of such securities or any underwriters or placement agents thereof, (c) costs and expenses associated with any repurchase of any securities by the General Partner, (d) costs and expenses associated with the preparation and filing of any periodic or other reports and communications by the General Partner under federal, state or local laws or regulations, including filings with the SEC, (e) costs and expenses associated with compliance by the General Partner with laws, rules and regulations promulgated by any regulatory or self-regulatory body, including the SEC, and any National Securities Exchange upon which any REIT Shares are Listed, (f) any advisory fee payable to any Advisor under any applicable Advisory Agreement and other fees and expenses payable to other service providers of the General Partner, (g) costs and expenses associated with any 401(k) plan, incentive plan, bonus plan or other plan providing for compensation for the employees of the General Partner, including the costs and expenses relating to the registration of any securities issued pursuant to any such plan, (h) costs and expenses incurred by the General Partner relating to any issuance, exchange, repurchase or redemption of Partnership Interests, and (i) all other operating or administrative costs of the General Partner incurred in the ordinary course of its business on behalf of or in connection with the Partnership.

REIT Share means a common share of beneficial interest in the General Partner (or common equity security in a successor entity, as the case may be), $0.01 par value per share, without regard to class, the terms and conditions of which are set forth in the Declaration.

REIT Shares Amount, with respect to any Partnership Units of any Class tendered for redemption by an Redeemed Partner pursuant to Section 8.5, means a number of REIT Shares equal to the number of such Partnership Units of the Class Corresponding to the Class of Partnership Units tendered for redemption (and if Partnership Units of multiple Classes are tendered for redemption, the REIT Shares Amount shall be determined separately for each Class of Partnership Units); adjusted, if necessary, in accordance with the principles of Section 4.3(a)(iii); provided that, in the event the General Partner issues to all holders of REIT Shares of any Class rights, options, warrants or convertible or exchangeable securities entitling the Shareholders to subscribe for or purchase REIT Shares, or any other securities or property (collectively, the "rights"), and the rights have not expired at the Specified Redemption Date, then the REIT Shares Amount shall also include the rights issuable to a holder of the REIT Shares Amount of REIT Shares on the record date fixed for purposes of determining the holders of REIT Shares entitled to rights.

SEC means the Securities and Exchange Commission.

Service means the Internal Revenue Service.

Special Limited Partner means ExchangeRight Income Fund GP, LLC, a Delaware limited liability company, or any other Person who is admitted from time to time as a substitute or additional Special Limited Partner as provided herein, and any of their successors as Special Limited Partner, in each case, that has not ceased to be a general partner of the Partnership as provided herein and in the Act, in such Person's capacity as a Special Limited Partner of the Partnership.

Special Limited Partner Interest means the interest of the Special Limited Partner in the Partnership representing its right as the holder of an interest in distributions described in Section 5.2 hereof (and any corresponding allocations of income, gain, loss and deduction under this Agreement), and not any interest in Partnership Units it may own from time to time.

Sponsor means ExchangeRight Real Estate, LLC, a California limited liability company, an Affiliate of the General Partner and the Special Limited Partner.

Shares means shares of beneficial interest in the General Partner of any class or series, including REIT Shares or preferred shares of beneficial interest (or equity securities in a successor entity, as the case may be).

Specified Redemption Date means the first business day of the month that is at least 60 business days after the receipt by the General Partner of the Notice of Redemption.

Shareholders means the registered holders of Shares.

Subsidiary means, with respect to any Person, any corporation or other entity of which a majority of (i) the voting power of the voting equity securities or (ii) the outstanding equity interests is owned, directly or indirectly, by such Person.

Subsidiary Partnership means any partnership of which the partnership interests therein are owned by the General Partner or a direct or indirect Subsidiary of the General Partner.

Substitute Limited Partner means any Person admitted to the Partnership as a Limited Partner pursuant to Section 9.3 hereof.

Surviving General Partner has the meaning set forth in Section 7.1(c) hereof.

Transaction has the meaning set forth in Section 7.1(b) hereof.

Transfer has the meaning set forth in Section 9.2(a) hereof.

Trustee means the trustee of the General Partner.

Value means, with respect to any REIT Shares of a Class, the average of the daily market price of a REIT Share of such Class for the ten (10) consecutive trading days immediately preceding the date of such valuation. The market price for each such trading day shall be: (a) if REIT Shares of such Class are Listed, the sale price, regular way, on such day, or if no such sale takes place on such day, the average of the closing bid and asked prices, regular way, on such day; (b) if REIT Shares of such Class are not Listed, the Net Asset Value Per REIT Share of such Class for the REIT Shares of that Class; provided that if there are no bid and asked prices reported during the ten (10) days prior to the date in question, the Value of the REIT Shares shall be determined by the General Partner acting in good faith on the basis of such quotations and other information as it considers, in its reasonable judgment, appropriate. In the event the REIT Shares Amount includes rights that a holder of REIT Shares of any Class would be entitled to receive, then the Value of such rights shall be determined by the General Partner acting in good

faith on the basis of such quotations and other information as it considers, in its reasonable judgment, appropriate.

ARTICLE 2
PARTNERSHIP FORMATION AND IDENTIFICATION

2.1. Formation. The Partnership was formed as a limited partnership pursuant to the Act for the purposes and upon the terms and conditions set forth in this Agreement.

2.2. Name, Office and Registered Agent. The name of the Partnership is ExchangeRight Income Fund Operating Partnership, LP. The principal office and place of business of the Partnership shall be located at 1055 E. Colorado Blvd., Suite 310, Pasadena, CA 91106 or any other place selected by the General Partner. The name and address of the Partnership's registered agent is Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, 19808, or any other registered agent selected by the General Partner. The sole duty of the registered agent as such is to forward to the Partnership any notice that is served on him as registered agent.

2.3. Partners.

(a) The General Partner of the Partnership is ExchangeRight Income Fund, a Maryland statutory trust. Its principal place of business is the same as that of the Partnership.

(b) The Limited Partners are those Persons identified as Limited Partners in the Register from time to time.

2.4. Term and Dissolution.

(a) The Partnership shall have perpetual duration, except that the Partnership shall be dissolved upon the first to occur of any of the following events:

(i) The occurrence of an Event of Bankruptcy as to a General Partner or the dissolution, death, removal or withdrawal of the last remaining General Partner unless the business of the Partnership is continued pursuant to Section 7.3(b) hereof; provided that if a General Partner is on the date of such occurrence a partnership or limited liability company, the dissolution of such General Partner as a result of the dissolution, death, withdrawal, removal or Event of Bankruptcy of a partner in such partnership or member of such limited liability company shall not be an event of dissolution of the Partnership if the business of such General Partner is continued by the remaining partners or members, either alone or with additional partners or members, and such General Partner and such partners or members comply with any other applicable requirements of this Agreement; or

(ii) The election by the General Partner that the Partnership should be dissolved.

(b) Upon dissolution of the Partnership (unless the business of the Partnership is continued pursuant to Section 7.3(b) hereof), the General Partner (or its trustee, receiver, successor or legal representative) shall amend or cancel the Certificate and liquidate the

Partnership's assets and apply and distribute the proceeds thereof in accordance with Section 5.6 hereof. Notwithstanding the foregoing, the liquidating General Partner may either (i) defer liquidation of, or withhold from distribution for a reasonable time, any assets of the Partnership (including those necessary to satisfy the Partnership's debts and obligations) or (ii) distribute the assets to the Partners in kind.

2.5. Filing of Certificate and Perfection of Limited Partnership. The General Partner shall execute, acknowledge, record and file at the expense of the Partnership, the Certificate and any and all amendments thereto and shall use commercially reasonable efforts to execute, acknowledge, record and file all requisite fictitious name statements and notices in such places and jurisdictions as may be necessary to cause the Partnership to be treated as a limited partnership under, and otherwise to comply with, the laws of each state or other jurisdiction in which the Partnership conducts business.

2.6. Certificates Describing Partnership Units. Upon the request of a Limited Partner, the Partnership may, at the option of the General Partner, issue a certificate summarizing the terms of such Limited Partner's interest in the Partnership, including the number and Class of Partnership Units owned and the Percentage Interest represented by such Partnership Units as of the date of such certificate. Any such certificate (a) shall be in form and substance as approved by the General Partner, (b) shall not be negotiable and (c) shall bear a legend to the following effect:

> THIS CERTIFICATE IS NOT NEGOTIABLE. THE PARTNERSHIP UNITS REPRESENTED BY THIS CERTIFICATE ARE GOVERNED BY AND TRANSFERABLE ONLY IN ACCORDANCE WITH THE PROVISIONS OF THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF EXCHANGERIGHT INCOME FUND OPERATING PARTNERSHIP, LP, AS AMENDED FROM TIME TO TIME.

ARTICLE 3
BUSINESS OF THE PARTNERSHIP

The purpose and nature of the business to be conducted by the Partnership is (a) to conduct any business that may be lawfully conducted by a limited partnership organized pursuant to the Act, (b) to enter into any partnership, joint venture or other similar arrangement to engage in any of the foregoing or the ownership of interests in any entity engaged in any of the foregoing and (c) to do anything necessary or incidental to the foregoing. In connection with the foregoing, and without limiting the General Partner's right in its sole and absolute discretion to cease qualifying as a REIT, the Partners acknowledge that the General Partner's current status as a REIT and the avoidance of income and excise taxes on the General Partner inures to the benefit of all the Partners and not solely to the General Partner. Notwithstanding the foregoing, the Limited Partners agree that the General Partner may terminate its status as a REIT under the Code at any time to the full extent permitted under the Declaration. The General Partner shall also be empowered to do any and all acts and things necessary or prudent to ensure that the Partnership will not be classified as a "publicly traded partnership" for purposes of Section 7704 of the Code.

ARTICLE 4
CAPITAL CONTRIBUTIONS AND ACCOUNTS

4.1. Capital Contributions. The General Partner and the Limited Partners have made Capital Contributions to the Partnership in exchange for the Partnership Interests set forth in the Register.

4.2. Classes of Partnership Units. The General Partner is hereby authorized to cause the Partnership to issue Partnership Units designated as Common Units including, but not limited to, Class A Common Units, Class I Common Units and Class S Units. The Common Units shall have the rights and obligations attributed to that Class under this Agreement.

(a) Class A Common Units.

(i) General. Except as otherwise set forth in this Section 4.2(a), each Class A Common Unit is a Common Unit which entitles the holder thereof to the rights of a holder of a Common Unit as provided in this Agreement and which Corresponds to a Class A REIT Share of the General Partner, the terms and conditions of which are set forth in the Declaration.

(ii) Distributions. For purposes of distributions payable to Junior Units pursuant to Section 5.2(a) of this Agreement, the holders of Class A Common Units shall be entitled to share in amounts distributable to the holders of Junior Units, including the Class I Common Units and the Class S Common Units, and, except as may be provided in the terms of any other Class of Common Units, *pro rata*, based on the total number of Class A Common Units outstanding and by the total number of Common Units of such other Class or Classes outstanding, in each case as of the record date for such distribution.

(iii) Conversion of Class A Common Units. Each Class A Common Unit held by a Limited Partner shall automatically and without any action on the part of the Limited Partner convert into a number of Class I Common Units equal to the Class A Conversion Rate upon a Conversion Event unless, at least five (5) days before the effective date of such Conversion Event, the General Partner determines, in its sole and absolute discretion, that such conversion shall not occur in connection with such Conversion Event, but any such determination shall not preclude the conversion of Class A Common Units into Class I Common Units in connection with the occurrence of any successive Conversion Event.

(b) Class I Common Units.

(i) General. Except as otherwise set forth in this Section 4.2(b), each Class I Common Unit is a Common Unit which entitles the holder thereof to the rights of a holder of a Common Unit as provided in this Agreement and which Corresponds to a Class I Common Share of the General Partner, the terms and conditions of which are set forth in the Declaration.

(ii) Distributions. For purposes of distributions payable to Junior Units pursuant to Section 5.2(a) of this Agreement, the holders of Class I Common Units shall be entitled to share in amounts distributable to the holders of Junior Units, including the Class I

Common Units and, except as may be provided in the terms of any other Class of Common Units, *pro rata*, based on the total number of Class A Common Units outstanding and by the total number of Common Units of such other Class or Classes outstanding, in each case as of the record date for such distribution.

(c) Class S Common Units.

(i) General. Except as otherwise set forth in this Section 4.2(c), each Class S Common Unit is a Common Unit which entitles the holder thereof to the rights of a holder of a Common Unit as provided in this Agreement and which Corresponds to a Class S REIT Share of the General Partner, the terms and conditions of which are set forth in the Declaration.

(i) Distributions. For purposes of distributions payable to Junior Units pursuant to Section 5.2(a) of this Agreement, the holders of Class S Common Units shall be entitled to share in amounts distributable to the holders of Junior Units, including the Class A Common Units and the Class I Common Units, and, except as may be provided in the terms of any other Class of Common Units, *pro rata*, based on the total number of Class S Common Units outstanding and by the total number of Common Units of such other Class or Classes outstanding, in each case as of the record date for such distribution.

(ii) Conversion of Class S Common Units. Each Class S Common Unit held by a Limited Partner shall automatically and without any action on the part of the Limited Partner convert into a number of Class I Common Units equal to the Class S Conversion Rate upon a Conversion Event unless, at least five (5) days before the effective date of such Conversion Event, the General Partner determines, in its sole and absolute discretion, that such conversion shall not occur in connection with such Conversion Event, but any such determination shall not preclude the conversion of Class S Common Units into Class I Common Units in connection with the occurrence of any successive Conversion Event.

4.3. Additional Capital Contributions and Issuances of Additional Partnership Interests. Except as provided in this Section 4.3 or in Section 4.4, the Partners shall have no right or obligation to make any additional Capital Contributions or loans to the Partnership. The General Partner may contribute additional capital to the Partnership, from time to time, and receive additional Partnership Interests in respect thereof, but only in the manner contemplated in this Section 4.3.

(a) Issuances of Additional Partnership Interests.

(i) General. Subject to Section 4.3(a)(ii), the General Partner may cause the Partnership to issue additional Partnership Interests, in the form of Partnership Units of any Class, for any Partnership purpose, at any time or from time to time, to the Partners (including the General Partner) or to other Persons, and to admit such Persons as additional Limited Partners, for such consideration and on such terms and conditions as shall be established by the General Partner, all without the approval of any Limited Partner or any other Person. Without limiting the foregoing, the General Partner may cause the Partnership to issue Partnership Units (A) upon the conversion, redemption or exchange of any debt, Partnership

Units, or other securities issued by the Partnership, (B) for less than fair market value, (C) for no consideration, (D) in connection with any merger or consolidation of any other Person into the Partnership, or (E) upon the contribution of property or assets to the Partnership. Any additional Partnership Interests may be issued in one or more Classes, with such designations, preferences and relative, participating, optional or other special rights, powers and duties, including rights, powers and duties senior to any Junior Units, as shall be determined by the General Partner, without the approval of any Limited Partner or any other Person, and set forth in a written document thereafter attached to and made an exhibit to this Agreement, which exhibit shall be an amendment to this Agreement and shall be incorporated herein by this reference (each, a "Partnership Unit Designation"). Without limiting the generality of the foregoing, the General Partner may specify the allocations of items of Partnership income, gain, loss, deduction and credit to each such class or series of Partnership Interests. Except to the extent specifically set forth in any Partnership Unit Designation, a Partnership Interest of any Class other than a Junior Unit shall not entitle the holder thereof to vote on, or consent to, any matter. Upon the issuance of any additional Partnership Interest, the General Partner shall amend the Register and the books and records of the Partnership as appropriate to reflect such issuance.

(ii) Issuances to the General Partner. No additional Partnership Interests or Additional Partnership Securities shall be issued to the General Partner unless:

(A) (1) the additional Partnership Interests or Additional Partnership Securities are issued in connection with an issuance of an equal number (subject to adjustment in accordance with the principles of Section 4.3(a)(iii)) of a Corresponding Class of Shares or Additional REIT Securities in accordance with this Section 4.3 and (2) (I) such Shares or Additional REIT Securities are issued to the Partnership in consideration for the issuance of such additional Partnership Interests or Additional Partnership Securities to the General Partner, (II) the additional Partnership Interests or Additional Partnership Securities are issued upon the conversion, redemption, exercise, exchange or repurchase of outstanding Partnership Interests or Additional Partnership Securities, or debt securities issued by the Partnership that are convertible into or exchangeable for the additional Shares referenced in clause (A)(1), above, or (III) the General Partner makes a Capital Contribution to the Partnership in an amount equal to the proceeds raised in connection with the issuance of such Shares or Additional REIT Securities;

(B) the additional Partnership Interests or Additional Partnership Securities are issued in exchange for property owned by the General Partner with a fair market value, as determined by the General Partner, in good faith, equal to the value of the Partnership Interests;

(C) the additional Partnership Interests or Additional Partnership Securities are issued to all Partners holding Partnership Units in proportion to their respective Percentage Interests; or

(D) the additional Partnership Interests or Additional Partnership Securities are issued in accordance with Section 4.4 or Section 4.11.

The limitations set forth in this Section 4.3(a)(ii) shall not limit the power of the General Partner to acquire Partnership Interests from other Partners, pursuant to this Agreement or otherwise.

(iii) Adjustment Events. In the event the General Partner (A) declares or pays a dividend on any Class of its outstanding REIT Shares in REIT Shares of such Class or makes a distribution to all holders of any Class of its outstanding REIT Shares in REIT Shares of such Class, (B) subdivides any Class of its outstanding REIT Shares, or (C) combines the outstanding REIT Shares of any Class into a smaller number of REIT Shares of such Class, then the number of outstanding Partnership Units of the applicable Class shall be adjusted automatically, and without any amendment to this Agreement or consent or approval of any Limited Partner, as necessary to maintain the proportionate relationship between the number of outstanding Partnership Units of such Class to the number of outstanding REIT Shares of the Corresponding Class. Additionally, in the event that any other entity shall become General Partner pursuant to any merger, consolidation or combination of the General Partner with or into another entity or the division of the General Partner into more than one entity (the "Successor Entity"), the number of outstanding Partnership Units of each affected Class shall be adjusted automatically, and without any amendment to this Agreement or consent or approval of any Limited Partner, by multiplying such number by the number of shares of the Successor Entity into which one REIT Share of the Corresponding Class is converted pursuant to such merger, consolidation, combination or division, determined as of the date of such merger, consolidation, combination or division. Any such adjustment to the number of outstanding Partnership Units of any Class shall become effective immediately after the effective date of such event, retroactive to the record date, if any, for such event; provided, however, that if the General Partner receives a Notice of Redemption after the record date, but prior to the effective date, of such dividend, distribution, subdivision, or combination, or such merger, consolidation, combination or division, the number of outstanding Partnership Units of any Class shall be determined as if the General Partner had received the Notice of Redemption immediately prior to the record date for such dividend, distribution, subdivision, or combination or such merger, consolidation, combination or division. If the General Partner takes any other action affecting its Shares of any Class other than actions specifically described above and, the General Partner determines that such action would require an adjustment to the number of Partnership Units of the Corresponding Class to maintain the proportionate relationship between the number of outstanding Partnership Units of such Class to the number of outstanding Shares of the Corresponding Class, the number of Partnership Units of such Class, shall be adjusted automatically, and without any amendment to this Agreement or consent or approval of any Limited Partner, at the time specified by the General Partner in its determination, as the General Partner has determined to be necessary to maintain the proportionate relationship between the number of outstanding Partnership Units of such Class to the number of outstanding Shares of the Corresponding Class.

(b) Certain Deemed Contributions of Proceeds of Issuance of REIT Shares. In connection with any and all issuances of REIT Shares, the General Partner shall make Capital Contributions to the Partnership of the proceeds therefrom, provided that, if the proceeds actually received and contributed by the General Partner are less than the gross proceeds of such issuance as a result of any underwriter's discount or other expenses paid or incurred in connection with such issuance, then the General Partner shall be deemed to have made Capital Contributions to the Partnership in the aggregate amount of the gross proceeds of such issuance and the Partnership shall be deemed simultaneously to have paid such offering expenses in accordance with Section 6.2 hereof and in connection with the required issuance of additional Partnership Units to the General Partner for such Capital Contributions pursuant to Section 4.3(a)(iii) hereof.

(c) Issuance of Shares or Additional REIT Securities by the General Partner. Except as provided in Section 4.4 or Section 4.11, or in connection with the acquisition by the General Partner of Partnership Interests of a Class that Correspond to such additional Shares, the General Partner shall not issue any additional Shares or Additional REIT Securities unless (i) the Partnership issues Partnership Interests or Additional Partnership Securities to the General Partner that Correspond to the additional Shares or Additional REIT Securities in an equal number (subject to adjustment in accordance with the principles of Section 4.3(a)(iii)) and (ii) (A) such additional Shares or Additional REIT Securities are issued to the Partnership in consideration for the issuance of the Corresponding additional Partnership Interests or Additional Partnership Securities, (B) the additional Shares or Additional REIT Securities are issued upon the conversion, redemption, exercise, exchange or repurchase of outstanding Shares or Additional REIT Securities, or debt securities issued by the Partnership that are convertible into or exchangeable for the additional Shares referenced in clause (c)(i), above, (C) the additional Shares or Additional REIT Securities are issued pro rata to the holders of all outstanding Shares of any Class or (D) the General Partner contributes the net proceeds from the issuance of such additional Shares or Additional REIT Securities and from any exercise of rights contained in such additional Shares or Additional REIT Securities to the Partnership; provided, however, that the General Partner may issue additional Shares or Additional REIT Securities in connection with an acquisition of a Property to be held directly by the General Partner, but if and only if, such direct acquisition and issuance of additional Shares or Additional REIT Securities have been approved and determined to be in the best interests of the General Partner and the Partnership, collectively, by the Trustee. Without limiting the foregoing, the General Partner is expressly authorized to issue additional Shares or Additional REIT Securities for less than fair market value, or for no consideration, and to cause the Partnership to issue to the General Partner Corresponding Partnership Interests or Additional Partnership Securities, so long as the General Partner concludes in good faith that such issuance is in the best interests of the General Partner and the Partnership, collectively. For example, and without limiting the foregoing, in the event the General Partner issues REIT Shares of any Class for a cash purchase price and contributes all of the net proceeds of such issuance to the Partnership as required hereunder, the Partnership shall issue to the General Partner an equal number of additional Partnership Units of the Class of Partnership Units that Corresponds to the Class of REIT Shares so issued by the General Partner.

Section 4.4 Share Incentive Plans; Dividend Reinvestment Plans; Cash Option Purchase Plans and Other Plans.

(a) Nothing in this Agreement shall be construed or applied to preclude or restrain the General Partner from adopting, modifying or terminating share incentive plans for the benefit of employees, directors, trustees, members, managers or business associates of the General Partner, the Partnership, any Advisor or any of their Affiliates or from issuing Shares or Additional REIT Securities pursuant to any such plans. The General Partner may implement such plans and any actions taken under such plans (such as the grant or exercise of options to acquire REIT Shares, or the issuance of restricted REIT Shares and the issuance of Corresponding Partnership Units), whether taken with respect to or by an employee or other service provider of the General Partner, the Partnership or its Subsidiaries, in a manner determined by the General Partner, which may be set forth in plan implementation guidelines that the General Partner may establish or amend from time to time without the consent or approval of any Limited Partner. The Partnership is expressly authorized to issue Partnership Units or Additional Partnership

Securities (i) in accordance with the terms of any such stock incentive plans or plan implementation guidelines or (ii) in an amount equal to the number of REIT Shares or Additional REIT Securities issued pursuant to any such stock incentive plans (subject to adjustment in accordance with the principles of Section 4.3(a)(iii)), without any further act, approval or vote of any Partner or any other Persons.

(b) Except as may otherwise be provided in this Article 4, all amounts received or deemed received by the General Partner in respect of any dividend reinvestment plan, cash option purchase plan, stock incentive or other stock or subscription plan or agreement, either (i) shall be utilized by the General Partner to effect open market purchases of REIT Shares or (ii) if the General Partner elects instead to issue new REIT Shares with respect to such amounts, shall be contributed by the General Partner to the Partnership in exchange for additional Partnership Units. Upon such contribution, the Partnership will issue to the General Partner an equal number of Partnership Units of a Class that Corresponds to the Class of REIT Shares so issued (subject to adjustment in accordance with the principles of Section 4.3(a)(iii)).

Section 4.5. Additional Funding. If the General Partner determines that it is in the best interests of the Partnership to provide for additional Partnership funds for any Partnership purpose, the General Partner may (a) cause the Partnership to obtain such funds from outside borrowings, or (b) elect to have the General Partner or any of its Affiliates provide such additional funds to the Partnership through loans or otherwise.

Section 4.6. Capital Accounts. A separate capital account (a "Capital Account") shall be established and maintained for each Partner in accordance with Regulations Section 1.704-1(b)(2)(iv). If (a) a new or existing Partner acquires an additional Partnership Interest in exchange for more than a *de minimis* Capital Contribution, (b) the Partnership distributes to a Partner more than a *de minimis* amount of Partnership property as consideration for a Partnership Interest, (c) the Partnership is liquidated within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g), or (d) a Partnership Interest (other than a *de minimis* interest) is granted as consideration for the provision of services to or for the benefit of the Partnership by an existing Partner acting in a partner capacity, or by a new Partner acting in a partner capacity in anticipation of being a Partner, the General Partner shall revalue the property of the Partnership to its fair market value (as determined by the General Partner, in its sole and absolute discretion, and taking into account Section 7701(g) of the Code) in accordance with Regulations Section 1.704-1(b)(2)(iv)(f). When the Partnership's property is revalued by the General Partner, the Capital Accounts of the Partners shall be adjusted in accordance with Regulations Sections 1.704-1(b)(2)(iv)(f) and (g), which generally require such Capital Accounts to be adjusted to reflect the manner in which the unrealized gain or loss inherent in such property (that has not been reflected in the Capital Accounts previously) would be allocated among the Partners pursuant to Section 5.1 if there were a taxable disposition of such property for its fair market value (as determined by the General Partner, in its sole and absolute discretion, and taking into account Section 7701(g) of the Code) on the date of the revaluation.

Section 4.7. Percentage Interests. If the number of outstanding Partnership Units increases or decreases during a taxable year, each Partner's Percentage Interest shall be adjusted by the General Partner effective as of the effective date of each such increase or decrease to a percentage equal to the number of Partnership Units held by such Partner divided by the

aggregate number of Partnership Units outstanding after giving effect to such increase or decrease. If the Partners' Percentage Interests are adjusted pursuant to this Section 4.7, the Profits and Losses for the taxable year in which the adjustment occurs shall be allocated between the part of the year ending on the day when the Partnership's property is revalued by the General Partner and the part of the year beginning on the following day either (a) as if the taxable year had ended on the date of the adjustment or (b) based on the number of days in each part. The General Partner, in its sole and absolute discretion, shall determine which method shall be used to allocate Profits and Losses for the taxable year in which the adjustment occurs. The allocation of Profits and Losses for the earlier part of the year shall be based on the Percentage Interests before adjustment, and the allocation of Profits and Losses for the later part shall be based on the adjusted Percentage Interests.

Section 4.8. No Interest on Contributions. No Partner shall be entitled to interest on its Capital Contribution.

Section 4.9. Return of Capital Contributions. No Partner shall be entitled to withdraw any part of its Capital Contribution or its Capital Account or to receive any distribution from the Partnership, except as specifically provided in this Agreement. Except as otherwise provided herein, there shall be no obligation to return to any Partner or withdrawn Partner any part of such Partner's Capital Contribution for so long as the Partnership continues in existence.

Section 4.10. No Third Party Beneficiary. No creditor or other third party having dealings with the Partnership shall have the right to enforce the right or obligation of any Partner to make Capital Contributions or loans or to pursue any other right or remedy hereunder or at law or in equity, it being understood and agreed that the provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the parties hereto and their respective successors and assigns. None of the rights or obligations of the Partners herein set forth to make Capital Contributions or loans to the Partnership shall be deemed an asset of the Partnership for any purpose by any creditor or other third party, nor may such rights or obligations be sold, transferred or assigned by the Partnership or pledged or encumbered by the Partnership to secure any debt or other obligation of the Partnership or of any of the Partners. In addition, it is the intent of the parties hereto that no distribution to any Limited Partner shall be deemed a return of money or other property in violation of the Act. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Limited Partner is obligated to return such money or property, such obligation shall be the obligation of such Limited Partner and not of the General Partner. Without limiting the generality of the foregoing, a deficit Capital Account of a Partner shall not be deemed to be a liability of such Partner nor an asset or property of the Partnership and upon a liquidation within the meaning of Treas. Reg. Section 1.704 1(b)(2)(ii)(g), if any Partner has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Partner shall have no obligation to make any Capital Contribution to reduce or eliminate the negative balance of such Partner's Capital Account.

Section 4.11. Conversion or Redemption of Preferred Shares; Redemption of REIT Shares.

(a) Conversion of Preferred Shares. Subject to the terms of any Partnership Unit Designation, if, at any time, any Preferred Shares are converted into REIT Shares of any Class, in whole or in part, then an equal number of Partnership Units held by the General Partner of the Class of Partnership Units Corresponding to the Preferred Shares so converted shall automatically be converted into an equal number of Junior Units of the Class Corresponding to the REIT Shares into which such Preferred Shares were converted (subject to adjustment in accordance with the principles of Section 4.3(a)(iii)).

(b) Redemption of Preferred Shares. Subject to the terms of any Partnership Unit Designation, if, at any time, any Preferred Shares are redeemed, repurchased or otherwise acquired (whether by exercise of a put or call, automatically or by means of another arrangement) by the General Partner for cash, then, immediately prior to such redemption of Preferred Shares, the Partnership shall redeem an equal number of Partnership Units held by the General Partner that Correspond to the Class of Preferred Shares so redeemed, repurchased or acquired (subject to adjustment in accordance with the principles of Section 4.3(a)(iii)) upon the same terms and for the same price per Partnership Unit as such Preferred Shares are redeemed, repurchased or acquired.

(c) Redemption, Repurchase or Forfeiture of REIT Shares. Except as provided in Section 4.4, if, at any time, any REIT Shares of any Class are redeemed, repurchased or otherwise acquired (whether by exercise of a put or call, upon forfeiture of any award granted under any equity plan, automatically or by means of another arrangement) by the General Partner, then, immediately prior to such redemption, repurchase or acquisition of REIT Shares of any Class, the Partnership shall redeem an equal number of Junior Units held by the General Partner of the Class that Corresponds to the Class of REIT Shares so redeemed, repurchased or acquired (subject to adjustment in accordance with the principles of Section 4.3(a)(iii)), such redemption, repurchase or acquisition to be upon the same terms and for the same price per Partnership Junior Unit (after giving effect to any adjustment in accordance with the principles of Section 4.3(a)(iii)) as such REIT Shares are redeemed, repurchased or acquired.

ARTICLE 5
PROFITS AND LOSSES; DISTRIBUTIONS

Section 5.1. Allocations.

(a) Allocation of Profits and Losses.

(i) General. After giving effect to the special allocations set forth in Sections 5.1(b), 5.1(c), 5.1(d) and 5.1(g), the Partnership's Profits and Losses for each Allocation Period shall be allocated among the Partners in a manner such that, after such allocations have been made, the balance of each Partner's Capital Account will, to the extent possible, be equal to an amount that would be distributed to such Partner if (A) the Partnership were to sell its assets for their Book Values, (B) all Partnership liabilities were satisfied (limited with respect to each nonrecourse liability to the Book Values of the assets securing such liability), and (C) the Partnership were to liquidate and distribute the proceeds of sale pursuant to Section 5.6, minus the sum of (x) such Partner's share of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain and (y) the amount, if any, that such Partner would be obligated (or deemed

obligated) to contribute, in its capacity as a Partner, to the Partnership, computed immediately prior to the hypothetical sale of assets.

(ii) Stop Loss. To the extent that any allocation of Losses would cause any Partner to have a deficit in its Adjusted Capital Account balance or would cause an increase in any such deficit, the portion of any such Losses that would cause or increase such deficit shall be allocated among the Partners with positive Adjusted Capital Account balances in proportion to such positive balances. If Losses are reallocated pursuant to this Section 5.1(a)(ii) in any Allocation Period, then notwithstanding Section 5.1(a)(i), Profits shall first be allocated to the Partners who were allocated such Losses to the extent of, in proportion to, and in the reverse order in which such Losses were allocated to them pursuant to this Section 5.1(a)(ii) until the cumulative amount of Profits allocated to each Partner pursuant to this sentence is equal to the cumulative amount of Losses previously allocated to such Partner pursuant to this Section 5.1(a)(ii).

(b) Minimum Gain Chargeback. Notwithstanding any provision to the contrary, (i) any expense of the Partnership that is a "nonrecourse deduction" within the meaning of Regulations Section 1.704-2(b)(1) shall be allocated in accordance with the Partners' respective Percentage Interests in Junior Units, (ii) any expense of the Partnership that is a "partner nonrecourse deduction" within the meaning of Regulations Section 1.704-2(i)(2) shall be allocated to the Partner that bears the "economic risk of loss" with respect to the "partner nonrecourse debt" within the meaning of Regulations Section 1.704-2(b)(4) to which such partner nonrecourse deduction is attributable in accordance with Regulations Section 1.704-2(i)(1), (iii) if there is a net decrease in Partnership Minimum Gain within the meaning of Regulations Section 1.704-2(f)(1) for any Allocation Period, then, subject to the exceptions set forth in Regulations Section 1.704-2(f)(2),(3), (4) and (5), items of gain and income shall be allocated among the Partners in accordance with Regulations Section 1.704-2(f) and the ordering rules contained in Regulations Section 1.704-2(j), and (iv) if there is a net decrease in Partner Nonrecourse Debt Minimum Gain within the meaning of Regulations Section 1.704-2(i)(4) for any Allocation Period, then, subject to the exceptions set forth in Regulations Section 1.704-2(g), items of gain and income shall be allocated among the Partners in accordance with Regulations Section 1.704-2(i)(4) and the ordering rules contained in Regulations Section 1.704-2(j). A Partner's "interest in partnership profits" for purposes of determining its share of the nonrecourse liabilities of the Partnership within the meaning of Regulations Section 1.752-3(a)(3) shall be such Partner's Percentage Interest in Junior Units.

(c) Qualified Income Offset. If a Partner unexpectedly receives in any Allocation Period an adjustment, allocation, or distribution described in subparagraphs (4), (5), or (6) of Regulations Section 1.704-1(b)(2)(ii)(d) that causes or increases a deficit balance in such Partner's Capital Account that exceeds the sum of such Partner's shares of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain, as determined in accordance with Regulations Sections 1.704-2(g) and 1.704-2(i), such Partner shall be specially allocated for such Allocation Period (and, if necessary, subsequent Allocation Periods) items of income and gain in an amount and manner sufficient to eliminate such deficit Capital Account balance as quickly as possible as provided in Regulations Section 1.704-1(b)(2)(ii)(d); provided, that an allocation pursuant to this Section 5.1(c) shall be made only if and to the extent that such Partner would have a deficit Capital Account balance after all other allocations provided for in Article 5 have

been tentatively made as if this Section 5.1(c) were not in this Agreement. This Section 5.1(c) is intended to constitute a "qualified income offset" under Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

(d) Priority Allocation With Respect to Preferred Units. Items of Partnership gross income or gain for the current Allocation Period, shall be specially allocated to Partners that own Preferred Units in an amount equal to the excess, if any, of the cumulative distributions received by such Partner for or with respect to the current Allocation Period and all prior Allocation Periods with respect to such Preferred Units (with a distribution made on the first business day after the end of a year being treated as made with respect to such year) (other than distributions that are treated as being in satisfaction of the Liquidation Preference for any Preferred Units held by such Partner or amounts paid in redemption of any Preferred Units, except to the extent that the Liquidation Preference or amount paid in redemption includes accrued and unpaid distributions) over the cumulative allocations of gross income and gain to such Partner under this Section 5.1(d) for all prior taxable years.

(e) Allocations between Transferor and Transferee. If a Partner transfers any part or all of its Partnership Interest, the distributive shares of Profit and Loss and other items of income, gain, loss or deduction allocable among the Partners during such fiscal year of the Partnership shall be allocated between the transferor and the transferee Partner either (i) as if the Partnership's fiscal year had ended on the date of the transfer, or (ii) based on the number of days of such fiscal year that each was a Partner without regard to the results of Partnership activities in the respective portions of such fiscal year in which the transferor and the transferee were Partners. The General Partner, in its sole and absolute discretion, shall determine which method, or combination thereof, shall be used to allocate the distributive shares of Profit and Loss and other items of income, gain, loss or deduction between the transferor and the transferee Partner.

(f) Definition of Profit and Loss. "Profit" and "Loss" and any items of income, gain, expense, or loss referred to in this Agreement shall be determined in accordance with federal income tax accounting principles, as modified by Regulations Section 1.704-1(b)(2)(iv), except that Profit and Loss shall not include items of income, gain and expense that are specially allocated pursuant to Sections 5.1(b), 5.1(c) or 5.1(d). All allocations of income, gain, Loss and expense (and all items contained therein) for federal income tax purposes shall be identical to all allocations of such items set forth in this Section 5.1, except as otherwise required by Section 704(c) of the Code and Regulations Section 1.704-1(b)(4). The General Partner shall have the authority to elect the method to be used by the Partnership for allocating items of income, gain, and expense as required by Section 704(c) of the Code including a method that may result in a Partner receiving a disproportionately larger share of the Partnership tax depreciation deductions, and such election shall be binding on all Partners.

(g) Curative Allocations. The allocations set forth in Section 5.1(b) and 5.1(c) of this Agreement (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. The General Partner is authorized to offset all Regulatory Allocations either with other Regulatory Allocations or with special allocations of other items of Partnership income, gain, loss or deduction pursuant to this Section 5.1(g). Therefore, notwithstanding any other provision of this Section 5.1 (other than the Regulatory Allocations),

the General Partner shall make such offsetting special allocations of Partnership income, gain, loss or deduction in whatever manner it deems appropriate so that, after such offsetting allocations are made, and taking into account anticipated further Regulatory Allocations, each Partner's Capital Account is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not part of this Agreement and all Partnership items were allocated pursuant to Section 5.1(a), 5.1(d) and 5.1(e).

(h) Time for Making Allocations. Profits, Losses and any other items of income, gain, loss, deduction and credit shall be allocated among the Partners as of the last day of each Allocation Period; provided, however, that Profits, Losses and such other items shall also be allocated at such times as the Partnership's property is revalued in accordance with Regulations Section 1.704-1(b)(2)(iv)(f).

Section 5.2. Distributions.

(a) Cash Available for Distribution. The Partnership shall distribute cash at such times and in such amounts as determined by the General Partner in its sole and absolute discretion, to the Partners who are Partners on the Partnership Record Date with respect to such distribution period in the following order of priority:

(i) first, to the holders of Preferred Units in such amount as is required for the Partnership to pay all distributions and any other amounts with respect to such Preferred Units accumulated, due or payable in accordance with the instruments designating such Preferred Units through the last day of such distribution period (such distributions shall be made to each Class of Preferred Units in the order of priority and with such preferences as have been established with respect to such Class as of the last day of the applicable distribution period and among the holders of Preferred Units within each such Class, in accordance with their respective Percentage Interests in Preferred Units in such Class on the Partnership Record Date);

(ii) second, to the holders of Junior Units, in accordance with the respective rights of each such Class of Junior Units, and among the holders of Junior Units within each such Class, including the General Partner, in accordance with their respective Percentage Interests in Junior Units in such Class on the Partnership Record Date, until the Hurdle Amount is equal to zero;

(iii) third, to the holders of Junior Units, in accordance with the respective rights of each such Class of Junior Units, and among the holders of Junior Units within each such Class, including the General Partner, in accordance with their respective Percentage Interests in Junior Units in such Class on the Partnership Record Date, until the Net Capital Contribution Amount is equal to zero; and

(iv) thereafter, twenty percent (20%) to the Special Limited Partner and eighty percent (80%) to the holders of Junior Units, in accordance with the respective rights of each such Class of Junior Units, and among the holders of Junior Units within each such Class, including the General Partner, in accordance with their respective Percentage Interests in Junior Units in such Class on the Partnership Record Date;

provided, however, that if a new or existing Partner other than the General Partner (whether in its capacity as General Partner or in its capacity as a Limited Partner) acquires an additional Partnership Interest in exchange for a Capital Contribution on any date other than the next day after a Partnership Record Date, the cash distribution attributable to such additional Partnership Interest relating to the Partnership Record Date next following the issuance of such additional Partnership Interest (or relating to the Partnership Record Date if such Partnership Interest was acquired on a Partnership Record Date) shall be reduced in the proportion to (i) the number of days that such additional Partnership Interest is held by such Partner bears to (ii) the number of days between such Partnership Record Date and the immediately preceding Partnership Record Date.

(b) Incentive Listing Distribution to Special Limited Partner. Subject to the distribution, liquidation preference, redemption, repurchase and other rights, if any, of the holders of any Preferred Units, and Section 5.2(e), after a Listing, the General Partner shall cause the Special Limited Partner to receive the Incentive Listing Distribution in the form of Listed REIT Shares or, in the sole discretion of the General Partner, cash or any combination of cash and Listed REIT Shares, in complete redemption of the Special Limited Partner Interest, on the first trading day that is 180 days after the first date on which the REIT Shares of any Class are Listed and is after any contractual lockup arrangements or similar prohibitions on the sale of Listed REIT Shares entered into by holders of REIT Shares of any Class in connection with the Listing have expired.

(c) Incentive Distributions to Special Limited Partner upon Extraordinary Transaction. Subject to the distribution, liquidation preference, redemption, repurchase and other rights, if any, of the holders of any Preferred Units, and Section 5.2(e), upon the occurrence of an Extraordinary Transaction, the General Partner shall cause the Special Limited Partner to receive the Incentive Distribution Upon Extraordinary Transaction on the closing date of such Extraordinary Transaction in complete redemption of the Special Limited Partner Interest.

(d) Distributions of Cash to Pay Taxes. Within 90 days of the end of each taxable year of the Partnership, but subject to Section 5.2(e), the Special Limited Partner shall be entitled to receive cash distributions or advances from the Partnership in amounts sufficient to enable the Special Limited Partner and individual members of the Special Limited Partner to discharge any federal, state and local liability arising as a result of allocations of tax items of Partnership income or gain to the Special Limited Partner for such taxable year, determined by assuming the applicability of the highest combined effective marginal federal, state and local income tax rate applicable to an individual residing in Los Angeles, California (a "Tax Distribution"), but only if and to the extent that the amount of such tax liability exceeds the total amount of cash distributed to the Special Limited Partner pursuant to Sections 5.2 (a), (b) or (c) for such taxable year. The amount of such tax liability shall be calculated by taking into account the character of any income or gain and the income tax rates applicable thereto. The calculation shall be made on the assumption that taxable income from the Partnership is the Special Limited Partner's only taxable income. Tax Distributions determined pursuant to this Section 5.2(d) shall be considered an advance against the next distributions payable by the Partnership to the Special Limited Partner and shall offset such distributions.

(e) Coordination of Special Limited Partner Distributions. The following provisions shall apply to the General Partner in connection with distributions made pursuant to Sections 5.2(a), (b) or (c) herein:

(i) Any amounts paid or are reasonably estimated to become payable to the Special Limited Partner pursuant to Section 5.2(a)(iv) or Section 5.2(d) prior to Listing shall reduce dollar for dollar the amount of the Incentive Listing Distribution distributed pursuant to Section 5.2(b). If the Special Limited Partner receives the Incentive Listing Distribution pursuant to Section 5.2(b), the Special Limited Partner will no longer be entitled to receive distributions pursuant to Section 5.2(a)(iv), any Tax Distributions pursuant to Section 5.2(d) or the Incentive Distribution Upon Extraordinary Transaction pursuant to Section 5.2(c).

(ii) Any amounts paid or are reasonably estimated to become payable to the Special Limited Partner pursuant to Section 5.2(a)(iv) or Section 5.2(d) prior to an Extraordinary Transaction shall reduce dollar for dollar the amount of the Incentive Distribution Upon Extraordinary Transaction to be distributed pursuant to Section 5.2(c). If the Special Limited Partner receives the Incentive Distribution Upon Extraordinary Transaction pursuant to Section 5.2(c), the Special Limited Partner will no longer be entitled to receive distributions pursuant to Section 5.2(a)(iv), any Tax Distributions pursuant to Section 5.2(d) or the Incentive Listing Distribution pursuant to Section 5.2(b).

(iii) If any amount payable to the Special Limited Partner pursuant to this Section 5.2 would prevent the REIT from being able to, or would prevent the Partnership from being able to distribute sufficient amounts to the General Partner pursuant to Section 5.2(a) to enable the General Partner to, meet its REIT Distribution Requirement, the General Partner may, in its sole discretion, (A) defer the payment of amounts distributable to the Special Limited Partner pursuant to this Section 5.2 until such time or times that such amounts can be paid to the Special Limited Partner without causing the General Partner to fail to meet its REIT Distribution Requirement and (B) cause the Partnership to distribute some or all of the amounts otherwise subject to the priority distribution to the Special Limited Partner pursuant to this Section 5.2 to the General Partner in an amount sufficient to enable the General Partner to meet its REIT Distribution Requirement.

(f) Withholding; Partnership Loans. Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that it determines to be necessary or appropriate to cause the Partnership to comply with any withholding requirements established under the Code or any other federal, state or local law including, without limitation, pursuant to Sections 1441, 1442, 1445 and 1446 of the Code. To the extent that the Partnership is required to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income to any Partner or assignee (including by reason of Section 1446 of the Code), either (i) if the actual amount to be distributed to the Partner equals or exceeds the amount required to be withheld by the Partnership, the amount withheld shall be treated as a distribution of cash in the amount of such withholding to such Partner, or (ii) if the actual amount to be distributed to the Partner is less than the amount required to be withheld by the Partnership, the excess of the amount required to be withheld over the actual amount to be distributed shall be treated as a loan (a "Partnership Loan") from the Partnership to the Partner on the day the Partnership pays over such amount to a taxing authority. A Partnership Loan shall

be repaid through withholding by the Partnership with respect to subsequent distributions to the applicable Partner or assignee. Any amounts treated as a Partnership Loan pursuant to this Section 5.2(f) shall bear interest at the lesser of (i) the base rate on corporate loans at large United States money center commercial banks, as published from time to time in The Wall Street Journal, or (ii) the maximum lawful rate of interest on such obligation, such interest to accrue from the date the Partnership is deemed to extend the loan until such loan is repaid in full.

(g) Limitation on Distributions. In no event may a Partner receive a distribution of cash with respect to a Partnership Unit if such Partner is entitled to receive a cash distribution as the holder of record of a REIT Share for which all or part of such Partnership Unit has been or will be exchanged.

Section 5.3. REIT Distribution Requirements. The General Partner shall use its commercially reasonable efforts to cause the Partnership to distribute amounts sufficient to enable the General Partner to pay shareholder dividends that will allow the General Partner to meet the REIT Distribution Requirement.

Section 5.4. No Right to Distributions in Kind. No Partner shall be entitled to demand property other than cash in connection with any distributions by the Partnership.

Section 5.5. Limitations of Return of Capital Contributions. Notwithstanding any of the provisions of this Article 5, no Partner shall have the right to receive and the General Partner shall not have the right to make, a distribution that includes a return of all or part of a Partner's Capital Contributions, unless after giving effect to the return of a Capital Contribution, the sum of all Partnership liabilities, other than the liabilities to a Partner for the return of his Capital Contribution, does not exceed the fair market value of the Partnership's assets.

Section 5.6. Distributions upon Liquidation. Upon liquidation of the Partnership, after payment of, or adequate provision for, debts and obligations of the Partnership, including any Partner loans any remaining assets of the Partnership shall be distributed among the partners as follows: (a) first, to the holders of the Preferred Units until an amount has been distributed in respect of each Preferred Unit that is equal to such Preferred Unit's Liquidation Preference (such distributions shall be made to each Class of Preferred Units in the order of priority and with such preferences as have been established with respect to such Class as of the last day of the applicable distribution period and among the Partners within each such Class, in accordance with their respective Percentage Interests in Preferred Units in such Class); and (b) thereafter, in accordance with Section 5.2(a). To the extent deemed advisable by the General Partner, appropriate arrangements (including the use of a liquidating trust) may be made to assure that adequate funds are available to pay any contingent debts or obligations.

Section 5.7. Treatment of Special Limited Interest as Profits Interest. The Partners acknowledge and agree that the Special Limited Partner has not and will not make Capital Contributions to the Partnership and is receiving only a "profits interest" (within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343, as clarified by Rev. Proc. 2001-43, 2001-2 C.B. 191) in the Partnership in exchange for services rendered, or to be rendered, to or for the benefit of the Partnership.

ARTICLE 6
RIGHTS, OBLIGATIONS AND POWERS OF THE GENERAL PARTNER

Section 6.1. Management of the Partnership.

(a) Except as otherwise expressly provided in this Agreement, the General Partner shall have full, complete and exclusive discretion to manage and control the business of the Partnership for the purposes herein stated, and shall make all decisions affecting the business and assets of the Partnership, and no Limited Partner shall have any right to participate in or exercise control or management power over the business and affairs of the Partnership. In addition to the powers now or hereafter granted a general partner of a limited partnership under applicable law or that are granted to the General Partner under any other provision of this Agreement, the General Partner, subject to the other provisions hereof, including the terms of any Partnership Unit Designation, shall have full and exclusive power and authority, without the consent of any Limited Partner, to conduct or authorize the conduct of the business of the Partnership, to exercise or direct the exercise of all powers of the Partnership and the General Partner under the Act and this Agreement and to effectuate the purposes of the Partnership, including, without limitation, to cause the Partnership to enter into agreements or engage in transactions with affiliates of the Partnership or the General Partner, issue additional Partnership Interests, make distributions, sell, pledge, lease, mortgage or otherwise dispose of all, substantially all or any portion of its assets, form and conduct all or any portion of its business and affairs through subsidiaries or joint ventures of any form, merge with or into, convert to another form of entity or jurisdiction of formation, incur or guarantee debt for any purpose and obtain and maintain casualty, liability and other insurance on the Properties and liability insurance for the Indemnitees hereunder.

(b) Except as otherwise expressly provided in this Agreement and subject to the rights of any holder of any Partnership Interest set forth in a Partnership Unit Designation, the General Partner is authorized to execute and deliver any affidavit, agreement, certificate, consent, instrument, notice, power of attorney, waiver or other writing or document in the name and on behalf of the Partnership and to otherwise exercise any power of the General Partner under this Agreement and the Act without any further act, approval or vote of the Partners or any other Persons and, in the absence of any specific trust action on the part of the General Partner to the contrary, the taking of any action or the execution of any such document or writing by an officer or trustee of the General Partner, in the name and on behalf of the General Partner, in its capacity as the general partner of the Partnership, shall conclusively evidence (1) the approval thereof by the General Partner, in its capacity as the general partner of the Partnership, (2) the General Partner's determination that such action, document or writing is necessary or desirable to conduct the business and affairs of the Partnership, exercise the powers of the Partnership under the Act and this Agreement or effectuate the purposes of the Partnership, or any other determination by the General Partner required by this Agreement in connection with the taking of such action or execution of such document or writing, and (3) the authority of such trustee or officer with respect thereto.

(c) The determination as to any of the following matters, made by or at the direction of the General Partner consistent with the Act and this Agreement, shall be final and conclusive and shall be binding upon the Partnership and every Limited Partner: the amount of

assets at any time available for distribution or the redemption of Junior Units or Preferred Units; the amount and timing of any distribution; any determination to redeem Common Units tendered for redemption pursuant to Section 8.5; the amount, purpose, time of creation, increase or decrease, alteration or cancellation of any reserves or charges and the propriety thereof (whether or not any obligation or liability for which such reserves or charges shall have been created shall have been paid or discharged); the fair value, or any sale, bid or asked price to be applied in determining the fair value, of any asset owned or held by the Partnership; any matter relating to the acquisition, holding and disposition of any assets by the Partnership; the Value of any REIT Share; the Net Asset Value of any Share or the Net Asset Value Per Share; or any other matter relating to the business and affairs of the Partnership or required or permitted by applicable law, this Agreement or otherwise to be determined by the General Partner.

(d) At all times from and after the date hereof, the General Partner may cause the Partnership to establish and maintain working capital and other reserves in such amounts as the General Partner, in its sole and absolute discretion, deems appropriate and reasonable from time to time.

(e) Notwithstanding any other provisions of this Agreement or the Act, any action of the General Partner on behalf of the Partnership or any decision of the General Partner to refrain from acting on behalf of the Partnership, undertaken in the good faith belief that such action or omission is necessary or advisable in order (i) to protect the ability of the General Partner to continue to qualify as a REIT or (ii) to prevent the General Partner from incurring any taxes under Section 857, Section 4981, or any other provision of the Code, is expressly authorized under this Agreement and is deemed approved by all of the Limited Partners.

(f) Except as otherwise provided herein, to the extent the duties of the General Partner require expenditures of funds to be paid to third parties, the General Partner shall not have any obligations hereunder except to the extent that Partnership funds are reasonably available to it for the performance of such duties, and nothing herein contained shall be deemed to authorize or require the General Partner, in its capacity as such, to expend its individual funds for payment to third parties or to undertake any individual liability or obligation on behalf of the Partnership.

Section 6.2. Reimbursement of General Partner.

(a) Except as provided in this Section 6.2 and elsewhere in this Agreement (including the provisions of Articles 5 regarding distributions, payments, and allocations to which it may be entitled), the General Partner shall not be compensated for its services as general partner of the Partnership.

(b) The General Partner shall be reimbursed on a monthly basis, or such other basis as the General Partner may determine in its sole and absolute discretion, for all Administrative Expenses.

Section 6.3. General Partner Participation. The General Partner agrees that all business activities of the General Partner, including activities pertaining to the acquisition, development or ownership of Properties, shall be conducted through the Partnership or one or more Subsidiary

Partnerships; provided, however, that the General Partner is allowed to make a direct acquisition of any Property, but if and only if, direct acquisition and issuance have been approved and determined to be in the best interests of the General Partner and the Partnership, collectively, by the Trustee.

Section 6.4. Title to Partnership Assets. Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner or one or more nominees, as the General Partner may determine, including Affiliates of the General Partner. The General Partner hereby declares and warrants that any Partnership assets for which legal title is held in the name of the General Partner or any nominee or Affiliate of the General Partner shall be held by the General Partner for the use and benefit of the Partnership in accordance with the provisions of this Agreement; provided, however, that the General Partner shall use commercially reasonable efforts to cause beneficial and record title to such assets to be vested in the Partnership as soon as reasonably practicable. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which legal title to such Partnership assets is held.

Section 6.5. Outside Activities. Subject to the Declaration and any agreements entered into by the General Partner or its Affiliates with the Partnership or a Subsidiary, any officer, director, employee, agent, trustee, Affiliate or shareholder of the General Partner or its Trustee shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including business interests and activities substantially similar or identical to those of the Partnership. Neither the Partnership nor any of the Limited Partners shall have any rights by virtue of this Agreement in any such business ventures, interest or activities. None of the Limited Partners nor any other Person shall have any rights by virtue of this Agreement or the partnership relationship established hereby in any such business ventures, interests or activities, and the General Partner shall have no obligation pursuant to this Agreement to offer any interest in any such business ventures, interests and activities to the Partnership or any Limited Partner, even if such opportunity is of a character which, if presented to the Partnership or any Limited Partner, could be taken by such Person.

Section 6.6. Transactions with Affiliates.

(a) The Partnership may lend or contribute funds or other assets to the General Partner and its Subsidiaries or other Persons in which the General Partner has an equity investment, and such Persons may borrow funds from the Partnership, on terms and conditions no less favorable to the Partnership in the aggregate than would be available from unaffiliated third parties as determined by the General Partner. The foregoing authority shall not create any right or benefit in favor of any Subsidiary or any other Person. It is expressly acknowledged and agreed by each Partner that the General Partner may (i) borrow funds from the Partnership in order to redeem, at any time or from time to time, any Shares or Additional REIT Securities previously or hereafter issued by the General Partner or (ii) put to the Partnership, for cash, any Shares or Additional REIT Securities that the General Partner may desire or be required to purchase or redeem.

(b) Except as provided in Section 6.3 hereof, the Partnership may transfer assets to joint ventures, limited liability companies, partnerships, corporations, business trusts or other business entities in which it is or thereby becomes a participant upon such terms and subject to such conditions consistent with this Agreement and applicable law.

(c) The General Partner and its affiliates may sell, transfer or convey any property to the Partnership, or be employed or retained by the Partnership and may otherwise deal with the Partnership, directly or indirectly, on terms and conditions no less favorable to the Partnership in the aggregate than would be available from unaffiliated third parties as determined by the General Partner.

(d) The General Partner, without the approval of the Partners or any of them or any other Persons, may propose and adopt on behalf of the Partnership employee benefit plans funded by the Partnership for the benefit of employees of the General Partner, the Partnership, Subsidiaries of the Partnership or any Affiliate of any of them in respect of services performed, directly or indirectly, for the benefit of the General Partner, the Partnership or any of the Partnership's Subsidiaries.

(e) The General Partner, without the approval of the Partners or any of them or any other Persons, may cause the merger or consolidation of one or more DST Programs with or into the Partnership or any subsidiary of the Partnership, or cause the Partnership to issue Partnership Interests in exchange for or upon conversion of interests in the DST Programs, so long as, in the case of a merger or consolidation, the conditions set forth in Section 7.1(b)(iii) are satisfied as though such merger or consolidation constituted a "Transaction" within the meaning of that Section.

Section 6.7. Liability of the General Partner.

(a) To the maximum extent permitted under the Act, the only duties that the General Partner owes to the Partnership, any Partner or any other Person (including any creditor of any Partner or assignee of any Partnership Interest), fiduciary or otherwise, are to perform its contractual obligations as expressly set forth in this Agreement consistently with the implied contractual covenant of good faith and fair dealing, and to act with the fiduciary duties of care and loyalty which have been, in accordance with the Act, modified as set forth in this Section 6.7. The General Partner, in its capacity as such, shall have no other duty, fiduciary or otherwise, to the Partnership, any Partner or any other Person (including any creditor of any Partner or any assignee of Partnership Interest). The provisions of this Agreement other than this Section 6.7 shall create contractual obligations of the General Partner only, and no such provision shall be interpreted to expand or modify the fiduciary duties of the General Partner under the Act.

(b) The Limited Partners agree that: (i) the General Partner (and the Trustee, and the managers and members of the Trustee) is acting for the benefit of the Partnership, the Limited Partners and the General Partner's shareholders collectively; and (ii) in the event of a conflict between the interests of the Partnership or any Partner, on the one hand, and the separate interests of the General Partner or its shareholders, on the other hand, the General Partner may give priority to the separate interests of the General Partner and its Shareholders (including,

without limitation, with respect to the tax consequences to Limited Partners or the Shareholders) and, in the event of such a conflict, any action or failure to act on the part of the General Partner (or the Trustee, or the managers and members of the Trustee) that gives priority to the separate interests of the General Partner or the Shareholders that does not result in a violation of the contract rights of the Limited Partners under this Agreement does not violate the duty of loyalty or any other duty owed by the General Partner to the Partnership and the Partners.

(c) In exercising its authority under this Agreement, the General Partner may, but shall be under no obligation to, take into account the tax consequences to any Partner of any action taken (or not taken) by it. Except as otherwise agreed by the Partnership, the General Partner and the Partnership shall not have liability to a Limited Partner under any circumstances as a result of any income tax liability incurred by such Limited Partner as a result of an action (or inaction) by the General Partner or the Partnership pursuant to the General Partner's authority under this Agreement.

(d) Subject to its obligations and duties as General Partner set forth in this Agreement and applicable law, the General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its employees or agents, including through an Advisor and its employees and agents. The General Partner shall not be responsible to the Partnership or any Partner for any misconduct or negligence on the part of any such employee or agent appointed by it in good faith.

(e) In performing its duties under this Agreement and the Act, the General Partner shall be entitled to rely on the provisions of this Agreement and on any information, opinion, report or statement, including any financial statement or other financial data or the records or books of account of the Partnership or any subsidiary of the Partnership, prepared or presented by an officer, employee or agent of the General Partner or the Trustee, or any agent of the Partnership or any such subsidiary, or by a lawyer, certified public accountant, appraiser or other person engaged by the Partnership as to any matter within such person's professional or expert competence, and any act taken or omitted to be taken in reliance upon any such information, opinion, report or statement as to matters that the General Partner reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such opinion. The General Partner may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties.

(f) Notwithstanding any other provisions of this Agreement or the Act, any action of the General Partner on behalf of the Partnership or any decision of the General Partner to refrain from acting on behalf of the Partnership, undertaken in the good faith belief that such action or omission is necessary or advisable in order (i) to protect the ability of the General Partner to continue to qualify as a REIT or (ii) to prevent the General Partner from incurring any taxes under Section 857, Section 4981, or any other provision of the Code, does not violate any duty, fiduciary or otherwise, of the General Partner to the Partnership or any other Partner.

(g) Notwithstanding anything herein to the contrary, except for fraud, willful misconduct or gross negligence, or pursuant to any express indemnities given to the Partnership by the General Partner pursuant to any other written instrument, the General Partner shall not have any liability whatsoever, to the Partnership or to the other Partners, for any action or omission taken in its capacity as the General Partner or for the debts or liabilities of the Partnership or the Partnership's obligations hereunder except pursuant to Section 8.5 hereof. Without limitation of the foregoing, and except for fraud, willful misconduct or gross negligence, or pursuant Section 8.5 hereof or any such express indemnity, no property or assets of the General Partner, other than its interest in the Partnership, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) in favor of any other Partner(s) and arising out of, or in connection with, this Agreement.

(h) No trustee, officer, manager, member or agent of the General Partner or the Trustee, and no member or manager of the trustee of the General Partner shall have any duties directly to the Partnership or any Partner. No trustee, officer, manager, member or agent of the General Partner or the Trustee, and no member or manager of the Trustee shall be directly liable to the Partnership or any Partner for money damages by reason of their service as such.

(i) Any amendment, modification or repeal of this Section 6.6 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the General Partner's, the Trustee's or their respective officers', managers', members' or agents' liability to the Partnership and the Limited Partners under this Section 6.6 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 6.8. Indemnification.

(a) To the fullest extent permitted by applicable law, the Partnership shall indemnify each Indemnitee from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including, without limitation, attorney's fees and other legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, that relate to the operations of the Partnership ("Actions") as set forth in this Agreement in which such Indemnitee may be involved, or is threatened to be involved, as a party, witness or otherwise, arising out of such Indemnitee's service in the capacity that qualifies such Person as an Indemnitee; provided, however, that the Partnership shall not indemnify an Indemnitee (i) arising from actions or omissions by the Indemnitee that are material to the matter giving rise to the action and are established by a final judgment of a court of competent jurisdiction to constitute fraud, intentional harm or gross negligence on the part of the Indemnitee, (ii) arising from an action or proceeding initiated by the Indemnitee (other than an action to enforce such Indemnitee's rights to indemnification or advance of expenses under this Section 6.8 or under any other applicable law or agreement) or (iii) with respect to any claim as to which the Indemnitee is established by a final judgment of a court of competent jurisdiction to be liable to the Partnership, and then only with respect to such claim. Without limitation, the foregoing indemnity shall extend to any liability of any Indemnitee, pursuant to a loan guaranty or otherwise, for any indebtedness of the Partnership or any Subsidiary of the Partnership

(including, without limitation, any indebtedness which the Partnership or any Subsidiary of the Partnership has assumed or taken subject to), and the General Partner is hereby authorized and empowered, on behalf of the Partnership, to enter into one or more indemnity agreements consistent with the provisions of this Section 6.8 favor of any Indemnitee having or potentially having liability for any such indebtedness. It is the intention of this Section 6.8 that the Partnership indemnify each Indemnitee to the fullest extent permitted by law, subject only to the express limitations set forth in clauses (i), (ii) and (iii) of this Section 6.8. The termination of any proceeding by judgment, order or settlement does not create a presumption that the Indemnitee did not meet the requisite standard of conduct set forth in this Section 6.8(a). The termination of any proceeding by conviction of an Indemnitee or upon a plea of *nolo contendere* or its equivalent by an Indemnitee, or an entry of an order of probation against an Indemnitee prior to judgment, does not create a presumption that such Indemnitee acted in a manner contrary to that specified in this Section 6.8(a) with respect to the subject matter of such proceeding. Any indemnification pursuant to this Section 6.8 all be made only out of the assets of the Partnership, and neither the General Partner nor any other Holder shall have any obligation to contribute to the capital of the Partnership or otherwise provide funds to enable the Partnership to fund its obligations under this Section 6.8.

(b) To the fullest extent permitted by law, expenses incurred by an Indemnitee who is a party to a proceeding or otherwise subject to or the focus of or is involved in any Action shall be paid or reimbursed by the Partnership as incurred by the Indemnitee in advance of the final disposition of the Action upon receipt by the Partnership of (i) a written affirmation by the Indemnitee of the Indemnitee's good faith belief that the standard of conduct necessary for indemnification by the Partnership as authorized in Section 6.8(a) has been met, and (ii) a written undertaking by or on behalf of the Indemnitee to repay the amount if it shall ultimately be determined that the standard of conduct has not been met, provided that such undertaking need not be secured and shall be without reference to the financial ability for repayment.

(c) The indemnification provided by this Section 6.8 shall be in addition to any other rights to which an Indemnitee or any other Person may be entitled under any agreement, pursuant to any vote of the Partners, as a matter of law or otherwise, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee unless otherwise provided in a written agreement with such Indemnitee or in the writing pursuant to which such Indemnitee is indemnified.

(d) The Partnership may, but shall not be obligated to, purchase and maintain insurance, on behalf of any of the Indemnitees and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expenses that may be incurred by such Person in connection with the Partnership's activities, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) Any liabilities which an Indemnitee incurs as a result of acting on behalf of the Partnership, the General Partner (whether as a fiduciary or otherwise) in connection with the operation, administration or maintenance of an employee benefit plan or any related trust or funding mechanism (whether such liabilities are in the form of excise taxes assessed by the IRS,

penalties assessed by the Department of Labor, restitutions to such a plan or trust or other funding mechanism or to a participant or beneficiary of such plan, trust or other funding mechanism, or otherwise) shall be treated as liabilities or judgments or fines under this Section 6.8, unless such liabilities arise as a result of such Indemnitee's fraud, intentional harm or gross negligence on the part of the Indemnitee.

(f) In no event may an Indemnitee subject any of the holders of Partnership Units to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied any indemnification to which such Indemnitee may be entitled under this Section 6.8 solely because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 6.8 are for the benefit of the Indemnitees, their heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons. Any amendment, modification or repeal of this Section 6.8 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the Partnership's liability to any Indemnitee under this Section 6.8 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

(i) It is the intent of the parties that any amounts paid by the Partnership to the General Partner pursuant to this Section 6.8 shall be treated as "guaranteed payments" within the meaning of Code Section 707(c).

ARTICLE 7
CHANGES IN GENERAL PARTNER

Section 7.1. Transfer of the General Partner's Partnership Interest.

(a) The General Partner shall not transfer all or any portion of its General Partnership Interest or withdraw as General Partner except as provided in Section 7.1(b), (c) or (d).

(b) Except as otherwise provided in Section 7.1(c) hereof, the General Partner shall not engage in any merger, consolidation, division or other combination with or into another Person or sale of all or substantially all of its assets outside of the ordinary course of its business, other than solely in connection with a change in the General Partner's state of organization or organizational form (a "Transaction"), unless:

(i) the approval of Limited Partners holding a majority of the outstanding Common Units then held by Limited Partners is obtained;

(ii) in connection with any such Transaction, each holder of Common Units (other than the General Partner and its wholly owned Subsidiaries) will receive, or will

have the right to elect to receive, for each Junior Unit of any Class, an amount of cash, securities or other property equal to the greatest amount of cash, securities or other property paid to a holder of one REIT Share in consideration of one REIT Share of the Corresponding Class (subject to adjustment in accordance with the principles of Section 4.3(a)(iii)) pursuant to the terms of such Transaction; provided, that if, in connection with such Transaction, a purchase, tender or exchange offer shall have been made to and accepted by the holders of a majority of the outstanding REIT Shares, each holder of Common Units of any Class (other than the General Partner and its wholly owned subsidiaries) will receive, or will have the right to elect to receive, the greatest amount of cash, securities or other property which such holder of Common Units of such Class would have received had it exercised its Redemption Right pursuant to Section 8.5 hereof and received REIT Shares in exchange for its Common Units immediately prior to the expiration of such purchase, tender or exchange offer and had thereupon accepted such purchase, tender or exchange offer and then such Transaction shall have been consummated (the fair market value, at the time of the Transaction, of the amount specified herein with respect to each Junior Unit is referred to as the "Transaction Consideration"); or

(iii) all of the following conditions are met: (A) substantially all of the assets directly or indirectly owned by the Partnership prior to the announcement of the Transaction are, immediately after the Transaction, owned directly or indirectly by the Partnership or another limited partnership or limited liability company which is the survivor of a merger, consolidation, combination, division or sale of assets with the Partnership (in each case, the "Surviving Partnership"); (B) the Surviving Partnership is classified as a partnership for U.S. Federal income tax purposes; (C) the Limited Partners (other than the General Partner) that held Common Units immediately prior to the consummation of such Transaction own a percentage interest of the Surviving Partnership based on the relative fair market value of the net assets of the Partnership and the other net assets of the Surviving Partnership immediately prior to the consummation of such transaction; (D) the rights of such Limited Partners with respect to the Surviving Partnership are at least as favorable as those of Limited Partners holding Common Units immediately prior to the consummation of such transaction (except to the extent that any such rights are consistent with clause (E) below) and as those applicable to any other limited partners or non-managing members of the Surviving Partnership; and (E) such rights include: (1) if the General Partner or its successor is a REIT with a single class of Listed common equity securities, the right to redeem their interests in the Surviving Partnership at any time for one of the following: (I) a number of such REIT's Publicly Traded common equity securities with a fair market value, as of the date of consummation of such Termination Transaction, equal to the Transaction Consideration, subject to antidilution adjustments comparable to those set forth in Section 4.3(a)(iii) (the "Successor Shares Amount"); or (II) cash in an amount equal to the fair market value of the Successor Shares Amount at the time of such redemption, determined in a manner consistent with the definition of "Value" herein; or (2) if the General Partner or its successor is not a REIT with a single class of Listed common equity securities, the right to redeem their interests in the Surviving Partnership at any time for cash in an amount equal to the fair market value of such interest at the time of redemption, as determined at least once every calendar quarter by an independent appraisal firm of recognized national standing retained by the Surviving Partnership.

(c) Notwithstanding Section 7.1(b), the General Partner may, without the vote or approval of any Limited Partner:

(i) transfer all or any portion of its General Partnership Interest to (A) a wholly-owned Subsidiary of such General Partner or (B) the owner of all of the ownership interests of such General Partner, and following a transfer of all of its General Partnership Interest, may withdraw as General Partner; and

(ii) engage in Transactions not required by law or by the rules of any National Securities Exchange on which the REIT Shares are listed to be submitted to the vote of the holders of the REIT Shares.

(d) The General Partner may voluntarily withdraw as a general partner of the Partnership only (i) upon the approval of Limited Partners holding a majority of the outstanding Common Units then held by Limited Partners or (ii) in connection with a transfer of the General Partner's entire Partnership Interest permitted in this Section 7.1 and the admission of the Transferee as a successor General Partner of the Partnership pursuant to the Act and this Agreement.

7.2. Admission of a Substitute or Additional General Partner. A Person shall be admitted as a substitute or additional General Partner of the Partnership only if the following terms and conditions are satisfied:

(a) the Person to be admitted as a substitute or additional General Partner shall have accepted and agreed to be bound by all the terms and provisions of this Agreement by executing a counterpart thereof and such other documents or instruments as may be required or appropriate in order to effect the admission of such Person as a General Partner, and a certificate evidencing the admission of such Person as a General Partner shall have been filed for recordation and all other actions required by Section 2.5 hereof in connection with such admission shall have been performed;

(b) if the Person to be admitted as a substitute or additional General Partner is a corporation or a partnership it shall have provided the Partnership with evidence satisfactory to counsel for the Partnership of such Person's authority to become a General Partner and to be bound by the terms and provisions of this Agreement; and

(c) counsel for the Partnership shall have rendered an opinion (relying on such opinions from other counsel and the state or any other jurisdiction as may be necessary) that the admission of the person to be admitted as a substitute or additional General Partner is in conformity with the Act, that none of the actions taken in connection with the admission of such Person as a substitute or additional General Partner will cause (i) the Partnership to be classified other than as a partnership for federal income tax purposes, or (ii) the loss of any Limited Partner's limited liability.

7.3. Effect of Bankruptcy, Withdrawal, Death or Dissolution of a General Partner.

(a) Upon the occurrence of an Event of Bankruptcy as to a General Partner (and its removal pursuant to Section 7.4(a) hereof) or the death, withdrawal, removal or

dissolution of a General Partner (except that, if a General Partner is on the date of such occurrence a partnership or limited liability company, the withdrawal, death, dissolution, Event of Bankruptcy as to, or removal of a partner in or member of such partnership or limited liability company shall be deemed not to be a dissolution of such General Partner if the business of such General Partner is continued by the remaining partners or members), the Partnership shall be dissolved and terminated unless the Partnership is continued pursuant to Section 7.3(b) hereof. The merger or consolidation of the General Partner with or into any entity that is admitted as a substitute or successor General Partner pursuant to Section 7.2 hereof shall not be deemed to be the withdrawal, dissolution or removal of the General Partner.

(b) Following the occurrence of an Event of Bankruptcy as to a General Partner (and its removal pursuant to Section 7.4(a) hereof) or the death, withdrawal, removal or dissolution of a General Partner (except that, if a General Partner is on the date of such occurrence a partnership or limited liability company, the withdrawal, death, dissolution, Event of Bankruptcy as to, or removal of a partner in, such partnership shall be deemed not to be a dissolution of such General Partner if the business of such General Partner is continued by the remaining partners or members), the Limited Partners, within ninety (90) days after such occurrence, may elect to continue the business of the Partnership for the balance of the term specified in Section 2.4 hereof by selecting, subject to Section 7.2 hereof and any other provisions of this Agreement, a substitute General Partner by the consent of Limited Partners holding a majority of the outstanding Common Units then held by Limited Partners. If the Limited Partners elect to continue the business of the Partnership and admit a substitute General Partner, the relationship with the Partners and of any Person who has acquired an interest of a Partner in the Partnership shall be governed by this Agreement.

7.4. Removal of a General Partner.

(a) Upon the occurrence of an Event of Bankruptcy as to, or the dissolution of, a General Partner, such General Partner shall be deemed to be removed automatically; provided, however, that if a General Partner is on the date of such occurrence a partnership or limited liability company, the withdrawal, death, dissolution, Event of Bankruptcy as to or removal of a partner in such partnership or member of such limited liability company shall be deemed not to be a dissolution of the General Partner if the business of such General Partner is continued by the remaining partners or members. The Limited Partners may not remove the General Partner, with or without cause.

(b) If a General Partner has been removed pursuant to this Section 7.4 and the Partnership is continued pursuant to Section 7.3 hereof, such General Partner shall promptly transfer and assign its General Partnership Interest in the Partnership to the substitute General Partner approved by a majority in interest of the Limited Partners in accordance with Section 7.3(b) hereof and otherwise admitted to the Partnership in accordance with Section 7.2 hereof. At the time of assignment, the removed General Partner shall be entitled to receive from the substitute General Partner the fair market value of the General Partnership Interest of such removed General Partner as reduced by any damages caused to the Partnership by such General Partner. Such fair market value shall be determined by an appraiser mutually agreed upon by the General Partner and a majority in interest of the Limited Partners within ten (10) days following the removal of the General Partner. In the event that the parties are unable to agree upon an

appraiser, the removed General Partner and a majority in interest of the Limited Partners each shall select an appraiser. Each such appraiser shall complete an appraisal of the fair market value of the removed General Partner's General Partnership Interest within thirty (30) days of the General Partner's removal, and the fair market value of the removed General Partner's General Partnership Interest shall be the average of the two appraisals; provided, however, that if the higher appraisal exceeds the lower appraisal by more than twenty percent (20%) of the amount of the lower appraisal, the two (2) appraisers, no later than forty (40) days after the removal of the General Partner, shall select a third appraiser who shall complete an appraisal of the fair market value of the removed General Partner's General Partnership Interest no later than sixty (60) days after the removal of the General Partner. In such case, the fair market value of the removed General Partner's General Partnership Interest shall be the average of the two appraisals closest in value.

(c) The General Partnership Interest of a removed General Partner, during the time after default until transfer under Section 7.4(b), shall be converted to that of a Limited Partner; provided, however, such removed General Partner shall not have any rights to participate in the management and affairs of the Partnership, and shall not be entitled to any portion of the income, expense, profit, gain or loss allocations or cash distributions allocable or payable, as the case may be, to the Limited Partners. Instead, such removed General Partner shall receive and be entitled only to retain distributions or allocations of such items that it would have been entitled to receive in its capacity as General Partner, until the transfer is effective pursuant to Section 7.4(b).

(d) All Partners shall have given and hereby do give such consents, shall take such actions and shall execute such documents as shall be legally necessary and sufficient to effect all the foregoing provisions of this Section.

ARTICLE 8
RIGHTS AND OBLIGATIONS OF THE LIMITED PARTNERS

Section 8.1. Management of the Partnership. The Limited Partners shall not participate in the management or control of Partnership business nor shall they transact any business for the Partnership, nor shall they have the power to sign for or bind the Partnership, such powers being vested solely and exclusively in the General Partner.

Section 8.2. Power of Attorney. Each Limited Partner hereby irrevocably appoints the General Partner its true and lawful attorney-in-fact, who may act for each Limited Partner and in its name, place and stead, and for its use and benefit, to sign, acknowledge, swear to, deliver, file or record, at the appropriate public offices, any and all documents, certificates, and instruments as may be deemed necessary or desirable by the General Partner to carry out fully the provisions of this Agreement and the Act in accordance with their terms, which power of attorney is coupled with an interest and shall survive the death, dissolution or legal incapacity of the Limited Partner, or the transfer by the Limited Partner of any part or all of its Partnership Interest. For the purposes of this Section 8.2, the term "Limited Partner" shall be deemed to include the Special Limited Partner, unless the context otherwise requires.

Section 8.3. Limitation on Liability of Limited Partners. No Limited Partner shall be liable for any debts, liabilities, contracts or obligations of the Partnership. A Limited Partner shall be liable to the Partnership only to make payments of its Capital Contribution, if any, as and when due hereunder. After its Capital Contribution is fully paid, no Limited Partner shall, except as otherwise required by the Act, be required to make any further Capital Contributions or other payments or lend any funds to the Partnership.

Section 8.4. Ownership by Limited Partner of Corporate General Partner or Affiliate. No Limited Partner shall at any time, either directly or indirectly, own any shares of beneficial interest, or other interest, in the General Partner or in any Affiliate thereof, if such ownership by itself or in conjunction with other shares or other interests owned by other Limited Partners would, in the opinion of counsel for the Partnership, jeopardize the classification of the Partnership as a partnership for federal tax purposes. The General Partner shall be entitled to make such reasonable inquiry of the Limited Partners as is required to establish compliance by the Limited Partners with the provisions of this Section.

Section 8.5. Redemption Right.

(a) Subject to Sections 8.5(b), 8.5(c), 8.5(d), 8.5(e) and 8.5(f) and the provisions of any agreements between the Partnership and one or more holders of Common Units with respect to Common Units held by them, each holder of Common Units shall have the right (the "Redemption Right") to require the Partnership to redeem on a Specified Redemption Date all or a portion of the Common Units held by such Limited Partner at a redemption price equal to and in the form of the Cash Amount to be paid by the Partnership, provided that such Limited Partner shall have been a Limited Partner for at least one year. The Redemption Right shall be exercised pursuant to a Notice of Redemption delivered to the Partnership (with a copy to the General Partner) by the Limited Partner who is exercising the Redemption Right (the "Redeemed Partner"); provided, however, that the Partnership shall not be obligated to satisfy such Redemption Right if the General Partner elects to purchase the Common Units subject to the Notice of Redemption pursuant to Section 8.5(b); and provided, further, that no holder of Common Units may deliver more than two (2) Notices of Redemption during each calendar year. A Limited Partner may not exercise the Redemption Right for less than 1,000 Common Units or, if such Limited Partner holds less than 1,000 Common Units, all of the Common Units held by such Partner. The Redeemed Partner shall have no right, with respect to any Common Units so exchanged, to receive any distribution paid with respect to Common Units if the record date for such distribution is on or after the Specified Redemption Date.

(b) Notwithstanding the provisions of Section 8.5(a), a Limited Partner that exercises the Redemption Right shall be deemed to have offered to sell the Common Units described in the Notice of Redemption to the General Partner, and the General Partner may, in its sole and absolute discretion, elect to purchase directly and acquire such Common Units by paying to the Redeemed Partner either the Cash Amount or the REIT Shares Amount, as elected by the General Partner (in its sole and absolute discretion), on the Specified Redemption Date, whereupon the General Partner shall acquire the Common Units offered for exchange by the Redeemed Partner and shall be treated for all purposes of this Agreement as the owner of such Common Units. If the General Partner shall elect to exercise its right to purchase Common Units under this Section 8.5(b) with respect to a Notice of Redemption, it shall so notify the Redeemed

Partner within five (5) Business Days after the receipt by the General Partner of such Notice of Redemption. Unless the General Partner (in its sole and absolute discretion) shall exercise its right to purchase Common Units from the Redeemed Partner pursuant to this Section 8.5(b), the General Partner shall have no obligation to the Redeemed Partner or the Partnership with respect to the Redeemed Partner's exercise of the Redemption Right. In the event the General Partner shall exercise its right to purchase Common Units with respect to the exercise of any Redemption Right in the manner described in the first sentence of this Section 8.5(b), the Partnership shall have no obligation to pay any amount to the Redeemed Partner with respect to such Redeemed Partner's exercise of such Redemption Right, and each of the Redeemed Partner, the Partnership, and the General Partner, as the case may be, shall treat the transaction between the General Partner, as the case may be, and the Redeemed Partner for federal income tax purposes as a sale of the Redeemed Partner's Common Units to the General Partner, as the case may be. Each Redeemed Partner agrees to execute such documents as the General Partner may reasonably require in connection with the issuance of REIT Shares upon exercise of the Redemption Right.

(c) Notwithstanding the provisions of Section 8.5(a) and 8.5(b), a Limited Partner shall not be entitled to exercise the Redemption Right if the delivery of REIT Shares to such Partner on the Specified Redemption Date by the General Partner pursuant to Section 8.5(b) (regardless of whether or not the General Partner would in fact exercise its rights under Section 8.5(b)) would violate any restriction on ownership and transfer of Shares set forth in the Declaration or the General Partner otherwise determines in good faith, upon the advice of legal counsel, it would adversely affect the ability of the General Partner to continue to qualify as a REIT or subject the General Partner to any additional taxes under Section 857 or Section 4981 of the Code. The General Partner, in its sole and absolute discretion, may waive the restriction on exchange set forth in this Section 8.5(c).

(d) Any Cash Amount to be paid to a Redeemed Partner pursuant to this Section 8.5 shall be paid on the Specified Redemption Date; provided, however, that the General Partner may, by providing notice to each affected Redeemed Partner, elect to cause the Specified Redemption Date to be delayed for up to an additional one hundred eighty (180) days to the extent required for the General Partner to cause additional REIT Shares to be issued to provide financing to be used to make such payment of the Cash Amount. Notwithstanding the foregoing, the General Partner agrees to use commercially reasonable efforts to cause the closing of the acquisition of exchanged Common Units hereunder to occur as quickly as reasonably possible.

(e) Notwithstanding any other provision of this Agreement, the General Partner shall place appropriate restrictions on the ability of the Limited Partners to exercise their Redemption Rights as and if deemed necessary to ensure that the Partnership does not constitute a "publicly traded partnership" under Section 7704 of the Code. If and when the General Partner determines that imposing such restrictions is necessary, the General Partner shall give prompt written notice thereof (a "Restriction Notice") to each of the Limited Partners, which notice shall be accompanied by a copy of an opinion of counsel to the Partnership which states that, in the opinion of such counsel, restrictions are necessary in order to avoid the Partnership being treated as a "publicly traded partnership" under Section 7704 of the Code.

(f) Each Limited Partner covenants and agrees with the General Partner that all Common Units delivered for exchange shall be delivered to the Partnership or the General Partner, as the case may be, free and clear of all liens; and, notwithstanding anything contained herein to the contrary, neither the General Partner nor the Partnership shall be under any obligation to acquire Common Units which are or may be subject to any liens. Each Limited Partner further agrees that, if any state or local property transfer tax is payable as a result of the transfer of its Common Units to the Partnership or the General Partner, such Limited Partner shall assume and pay such transfer tax.

Section 8.6. Partnership Right to Call Partnership Interests. Notwithstanding any other provision of this Agreement, on and after the date on which the aggregate Percentage Interests of the Limited Partners (other than the General Partner or any of its affiliates) are less than one percent (1%), the Partnership shall have the right, but not the obligation, from time to time and at any time to purchase any and all outstanding Common Units (other than Common Units held by the General Partner or any of its affiliates) by treating any Limited Partner as a Redeemed Partner who has delivered a Notice of Redemption pursuant to Section 8.5 hereof for the amount and Class of Common Units to be specified by the General Partner by notice to such Limited Partner that the Partnership has elected to exercise its rights under this Section 8.6. Such notice given by the General Partner to a Limited Partner pursuant to this Section 8.6 shall be treated as if it were a Notice of Redemption delivered to the General Partner by such Limited Partner. For purposes of this Section 8.6, the provisions of Section 8.5 hereof limiting the Redemption Right of Limited Partners based on the number of Common Units to be Redeemed, the length of time such Limited Partner has held its Common Units or the number of Common Units to be redeemed shall not apply, but the remainder of Section 8.5 hereof shall apply, *mutatis mutandis*.

Section 8.7. Procedures for Meetings and Actions of the Partners.

(a) Meetings of the Partners may be called only by the General Partner. The call shall state the nature of the business to be transacted. Notice of any such meeting shall be given to all Partners entitled to act at the meeting not less than ten (10) days nor more than ninety (90) days prior to the date of such meeting. Partners may vote in person or by proxy at such meeting. Unless approval by a different number or proportion of the Partners is required by this Agreement, or any Partnership Unit Designation, the affirmative vote of Partners holding a majority of the Common Units then held by Partners shall be sufficient to approve such proposal at a meeting of the Partners. Whenever the consent or approval of any Partners is permitted or required under this Agreement, such consent may be given at a meeting of Partners or in accordance with the procedure prescribed in 8.7(b) hereof.

(b) Any action requiring the consent of any Partner or a group of Partners pursuant to this Agreement, or that is required or permitted to be taken at a meeting of the Partners may be taken without a meeting if a consent in writing or by electronic transmission setting forth the action so taken or consented to is given by Partners whose affirmative vote would be sufficient to approve such action or provide such consent at a meeting of the Partners. Such consent may be in one instrument or in several instruments, and shall have the same force and effect as the affirmative vote of such Partners at a meeting of the Partners. Such consent shall be filed with the General Partner. An action so taken shall be deemed to have been taken at a meeting held on the effective date so certified. For purposes of obtaining a consent in writing

or by electronic transmission, the General Partner may require a response within a reasonable specified time, but not less than fifteen (15) days, and failure to respond in such time period shall constitute a consent that is consistent with the General Partner's recommendation with respect to the proposal; provided, however, that an action shall become effective at such time as requisite consents are received even if prior to such specified time.

(c) Each Partner entitled to act at a meeting of Partners may authorize any Person or Persons to act for it by proxy on all matters in which a Partner is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Each proxy must be signed by the Partner or its attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy (or there is receipt of a proxy authorizing a later date). Every proxy shall be revocable at the pleasure of the Partner executing it, such revocation to be effective upon the Partnership's receipt of written notice of such revocation from the Partner executing such proxy, unless such proxy states that it is irrevocable and is coupled with an interest.

(d) The General Partner may set, in advance, a Partnership Record Date for the purpose of determining the Partners (i) entitled to consent to any action, (ii) entitled to receive notice of or vote at any meeting of the Partners or (iii) in order to make a determination of Partners for any other proper purpose. Such Partnership Record Date, in any case, shall not be prior to the close of business on the day the record date is fixed and shall be not more than ninety (90) days and, in the case of a meeting of the Partners, not less than ten (10) days, before the date on which the meeting is to be held. If no record date is fixed, the Partnership Record Date for the determination of Partners entitled to notice of or to vote at a meeting of the Partners shall be at the close of business on the day on which the notice of the meeting is sent, and the Partnership Record Date for any other determination of Partners (other than the Partners entitled to receive any distribution) shall be the effective date of such Partner action, distribution or other event. When a determination of the Partners entitled to vote at any meeting of the Partners has been made as provided in this section, such determination shall apply to any adjournment thereof.

(e) Each meeting of Partners shall be conducted by the General Partner or such other Person as the General Partner may appoint pursuant to such rules for the conduct of the meeting as the General Partner or such other Person deems appropriate in its sole and absolute discretion. Without limitation, meetings of Partners may be conducted in the same manner as meetings of the General Partner's beneficial owners and may be held at the same time as, and as part of, the meetings of the General Partner's beneficial owners.

ARTICLE 9
TRANSFERS OF LIMITED PARTNERSHIP INTERESTS

Section 9.1. Purchase for Investment.

(a) Each Limited Partner hereby represents and warrants to the General Partner and to the Partnership that the acquisition of its Partnership Interests is made as a principal for its account for investment purposes only and not with a view to the resale or distribution of such Partnership Interest.

(b) Each Limited Partner agrees that it will not sell, assign or otherwise transfer its Partnership Interest or any fraction thereof, whether voluntarily or by operation of law or at judicial sale or otherwise, to any Person who does not make the representations and warranties to the General Partner set forth in Section 9.1(a) above and similarly agree not to sell, assign or transfer such Partnership Interest or fraction thereof to any Person who does not similarly represent, warrant and agree.

Section 9.2. Restrictions on Transfer of Limited Partnership Interests.

(a) Subject to the provisions of Section 9.2(b), (c) and (d), no Limited Partner may offer, sell, assign, hypothecate, pledge or otherwise transfer all or any portion of its Limited Partnership Interest, or any of such Limited Partner's economic rights as a Limited Partner, whether voluntarily or by operation of law or at judicial sale or otherwise (collectively, a "Transfer") without the consent of the General Partner, which consent may be granted or withheld in its sole and absolute discretion. Any such purported transfer undertaken without such consent shall be considered to be null and void *ab initio* and shall not be given effect. The General Partner may require, as a condition of any Transfer to which it consents, that the transferor assume all costs incurred by the Partnership in connection therewith.

(b) No Limited Partner may withdraw from the Partnership other than as a result of a permitted Transfer (i.e., a Transfer consented to as contemplated by clause (a) above or clause (c) below or a Transfer pursuant to Section 9.5 below) of all of its Partnership Units pursuant to this Article 9 or pursuant to a redemption or exchange of all of its Common Units pursuant to Section 8.5. Upon the permitted Transfer or redemption of all of a Limited Partner's Partnership Interest, such Limited Partner shall cease to be a Limited Partner.

(c) Subject to Section 9.2(d), (e) and (f) below, a Limited Partner may Transfer, with the consent of the General Partner, all or a portion of its Partnership Units to (i) a parent or parent's spouse, natural or adopted descendant or descendants, spouse of such descendant, or brother or sister, or a trust created by such Limited Partner for the benefit of such Limited Partner and/or any such Person(s), of which trust such Limited Partner or any such Person(s) is a trustee, (ii) a corporation controlled by a Person or Persons named in (i) above, or (iii) if the Limited Partner is an entity, its beneficial owners.

(d) No Limited Partner may effect a Transfer of its Limited Partnership Interest, in whole or in part, if, in the opinion of legal counsel for the Partnership, such proposed Transfer would otherwise violate any applicable federal or state securities or blue sky law (including investment suitability standards).

(e) No Transfer by a Limited Partner of its Partnership Units, in whole or in part, may be made to any Person if (i) the General Partner determines (after consultation with the Partnership's tax counsel) that such transfer would result in the Partnership being treated as an association taxable as a corporation (other than a qualified REIT subsidiary within the meaning of Section 856(i) of the Code) including within the meaning of Section 7704 of the Code, (ii) the General Partner determines in good faith, upon the advice of legal counsel, it would adversely affect the ability of the General Partner to continue to qualify as a REIT or subject the General Partner to any additional taxes under Section 857 or Section 4981 of the Code or (iii) such

transfer is effectuated through an "established securities market" or a "secondary market (or the substantial equivalent thereof)" within the meaning of Section 7704 of the Code.

(f) No transfer of any Partnership Units may be made to a lender to the Partnership or any Person who is related (within the meaning of Regulations Section 1.752-4(b)) to any lender to the Partnership whose loan constitutes a nonrecourse liability (within the meaning of Regulations Section 1.752-1(a)(2)), without the consent of the General Partner, which may be withheld in its sole and absolute discretion, provided that as a condition to such consent the lender will be required to enter into an arrangement with the Partnership and the General Partner to exchange or redeem for the Cash Amount any Partnership Units in which a security interest is held simultaneously with the time at which such lender would be deemed to be a partner in the Partnership for purposes of allocating liabilities to such lender under Section 752 of the Code.

(g) Prior to the consummation of any Transfer under this Article 9, the transferor and/or the transferee shall deliver to the General Partner such opinions, certificates and other documents as the General Partner shall request in connection with such Transfer.

(h) The Special Limited Partner may not Transfer its Special Limited Partner Interest without the consent of the General Partner, which consent may be granted or withheld in its sole and absolute discretion. Any such purported transfer undertaken without such consent shall be considered to be null and void *ab initio* and shall not be given effect. The General Partner may require, in its sole and absolute discretion, any condition or limitation on the Transfer of the Special Limited Partnership Interest or the admission of any substitute Special Limited Partner.

Section 9.3. Admission of Substitute Limited Partner.

(a) Subject to the other provisions of this Article 9, an assignee of the Limited Partnership Interest of a Limited Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Limited Partnership Interest) shall be deemed admitted as a Limited Partner of the Partnership only with the consent of the General Partner and upon the satisfactory completion of the following:

(i) The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart signature page or joinder thereto or an amendment thereof, and such other documents or instruments as the General Partner may require in order to effect the admission of such Person as a Limited Partner.

(ii) The assignee shall have delivered a letter containing the representation set forth in Section 9.1(a) hereof and the agreement set forth in Section 9.1(b) hereof.

(iii) If the assignee is a corporation, partnership or trust, the assignee shall have provided the General Partner with evidence satisfactory to counsel for the Partnership of the assignee's authority to become a Limited Partner under the terms and provisions of this Agreement.

(iv) The assignee shall have executed a power of attorney containing the terms and provisions set forth in Section 8.2 hereof.

(v) The assignee shall have paid all legal fees and other expenses of the Partnership and the General Partner and filing and publication costs in connection with its substitution as a Limited Partner.

(vii) The assignee has obtained the prior written consent of the General Partner to its admission as a Substitute Limited Partner, which consent may be given or denied in the exercise of the General Partner's sole and absolute discretion.

(b) For the purpose of allocating Profits and Losses and distributing cash received by the Partnership, a Substitute Limited Partner shall be treated as having become, and appearing in the records of the Partnership as, a Partner upon the later of the date specified in the transfer documents or the date on which the General Partner has received all necessary instruments of transfer and substitution.

(c) The General Partner shall cooperate with the Person seeking to become a Substitute Limited Partner by preparing the documentation required by this Section and making all official filings and publications. The Partnership shall take all such action as promptly as practicable after the satisfaction of the conditions in this Article 9 to the admission of such Person as a Limited Partner of the Partnership.

Section 9.4. Rights of Assignees of Partnership Interests.

(a) Subject to the provisions of Sections 9.1 and 9.2 hereof, except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Limited Partner of its Partnership Interest until the Partnership has received notice thereof.

(b) Any Person who is the assignee of all or any portion of a Limited Partner's Limited Partnership Interest, but does not become a Substitute Limited Partner and desires to make a further assignment of such Limited Partnership Interest, shall be subject to all the provisions of this Article 9 to the same extent and in the same manner as any Limited Partner desiring to make an assignment of its Limited Partnership Interest.

Section 9.5. Effect of Bankruptcy, Death, Incompetence or Termination of a Limited Partner. The occurrence of an Event of Bankruptcy as to a Limited Partner, the death of a Limited Partner or a final adjudication that a Limited Partner is incompetent (which term shall include, but not be limited to, insanity) shall not cause the termination or dissolution of the Partnership, and the business of the Partnership shall continue if an order for relief in a bankruptcy proceeding is entered against a Limited Partner, the trustee or receiver of his estate or, if he dies, his executor, administrator or trustee, or, if he is finally adjudicated incompetent, his committee, guardian or conservator, shall have the rights of such Limited Partner for the purpose of settling or managing his estate property and such power as the bankrupt, deceased or incompetent Limited Partner possessed to assign all or any part of his Partnership Interest and to join with the assignee in satisfying conditions precedent to the admission of the assignee as a Substitute Limited Partner.

Section 9.6. Joint Ownership of Interests. A Partnership Interest may be acquired by two individuals as joint tenants with right of survivorship, provided that such individuals either are married or are related and share the same home as tenants in common. The written consent or vote of both owners of any such jointly held Partnership Interest shall be required to constitute the action of the owners of such Partnership Interest; provided, however, that the written consent of only one joint owner will be required if the Partnership has been provided with evidence satisfactory to the counsel for the Partnership that the actions of a single joint owner can bind both owners under the applicable laws of the state of residence of such joint owners. Upon the death of one owner of a Partnership Interest held in a joint tenancy with a right of survivorship, the Partnership Interest shall become owned solely by the survivor as a Limited Partner and not as an assignee. The Partnership need not recognize the death of one of the owners of a jointly-held Partnership Interest until it shall have received notice of such death. Upon notice to the General Partner from either owner, the General Partner shall cause the Partnership Interest to be divided into two equal Partnership Interests, which shall thereafter be owned separately by each of the former owners.

ARTICLE 10
BOOKS AND RECORDS; ACCOUNTING; TAX MATTERS

Section 10.1. Books and Records. At all times during the continuance of the Partnership, the Partners shall keep or cause to be kept at the Partnership's specified office true and complete books of account in accordance with generally accepted accounting principles, including: (a) a current list of the full name and last known business address of each Partner, (b) a copy of the Certificate of Limited Partnership and all certificates of amendment thereto, (c) copies of the Partnership's federal, state and local income tax returns and reports and (d) copies of this Agreement and amendments thereto and any financial statements of the Partnership for the three most recent years. Any Partner or its duly authorized representative, upon paying the costs of collection, duplication and mailing, shall be entitled to inspect or copy such records during ordinary business hours.

Section 10.2. Custody of Partnership Funds; Bank Accounts.

(a) All funds of the Partnership not otherwise invested shall be deposited in one or more accounts maintained in such banking or brokerage institutions as the General Partner shall determine, and withdrawals shall be made only on such signature or signatures as the General Partner may, from time to time, determine.

(b) All deposits and other funds not needed in the operation of the business of the Partnership may be invested by the General Partner in investment grade instruments (or investment companies whose portfolio consists primarily thereof), government obligations, certificates of deposit, bankers' acceptances and municipal notes and bonds. The funds of the Partnership shall not be commingled with the funds of any other Person except for such commingling as may necessarily result from an investment in those investment companies permitted by this Section 10.2(b).

Section 10.3. Fiscal and Taxable Year. The fiscal and taxable year of the Partnership shall be the calendar year or such other period selected by the General Partner.

Section 10.4. Annual Tax Information and Report. Within ninety (90) days after the end of each fiscal year of the Partnership, the General Partner shall furnish to each person who was a Limited Partner at any time during such year the tax information necessary to file such Limited Partner's individual tax returns as shall be reasonably required by law.

Section 10.5. Partnership Representative; Tax Elections; Special Basis Adjustments.

(a) The General Partner is hereby designated as the "partnership representative" of the Partnership within the meaning of Section 6223(a) of the Code. If any state or local tax law provides for a partnership representative or person having similar rights, powers, authority or obligations, the person designated above shall also serve in such capacity (in any such federal, state or local capacity, the "Partnership Representative"). The General Partner may name a replacement Partnership Representative at any time using the procedures set forth Treasury Regulations Section 301.6223-1; provided, however, that the designated Partnership Representative shall serve as the Partnership Representative until resignation, death, incapacity, or removal. In such capacity, the Partnership Representative shall have all of the rights, authority and power, and shall be subject to all of the obligations, of a partnership representative to the extent provided in the Code and the Treasury Regulations, and the Partners hereby agree to be bound by any actions taken by the Partnership Representative in such capacity. The Partnership Representative shall represent the Partnership in all tax matters to the extent allowed by law. Without limiting the foregoing, the Partnership Representative is authorized and required to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Any decisions made by the Partnership Representative, including, without limitation, whether or not to settle or contest any tax matter, and the choice of forum for any such contest, and whether or not to extend the period of limitations for the assessment or collection of any tax, shall be made in the Partnership Representative's sole discretion. The Partnership Representative (i) shall have the sole authority to make any elections on behalf of the Partnership permitted to be made pursuant to the Code or the Regulations promulgated thereunder and (ii) may, in its sole discretion, make an election on behalf of the Partnership under Sections 6221(b) or 6226 of the Code, (iii) may request a modification to any assessment of an imputed underpayment, including a modification for any Partner who is a real estate investment trust or regulated investment company as defined in Sections 586 and 851, respectively, based on such Partner making a deficiency dividend pursuant to Section 860 and a modification based on the tax-exempt status of a reviewed year Partner, and (iv) may take all actions the Partnership Representative deems necessary or appropriate in connection with the foregoing. The Partnership Representative shall be reimbursed and indemnified by the Partnership for all claims, liabilities, losses, costs, damages and expenses, and for reasonable legal and accounting fees, incurred in connection with the performance of its duties as Partnership Representative in accordance with the terms hereof, unless the actions of the Partnership Representative constitute gross negligence or intentional misconduct.

(b) Each Partner hereby covenants to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to examinations of the Partnership's affairs by tax authorities (including, without limitation, promptly filing amended tax returns and promptly paying any related taxes, including penalties and interest) and shall provide promptly and update

as necessary at any times requested by the Partnership Representative, all information, documents, self-certifications, tax identification numbers, tax forms, and verifications thereof, that the Partnership Representative deems necessary in connection with (1) any information required for the Partnership to determine the application of Sections 6221-6235 of the Code to the Partnership; (2) an election by the Partnership under Section 6221(b) or 6226 of the Code, and (3) an audit or a final adjustment of the Partnership by a tax authority. The Partnership and the Partners hereby agree and acknowledge that (i) the actions of the Partnership Representative in connection with examinations of the Partnership's affairs by tax authorities shall be binding on the Partnership and the Partners; and (ii) neither the Partnership nor the Partners have any right to contact the IRS with respect to an examination of the Partnership or participate in an audit of the Partnership or proceedings under Sections 6221-6235 of the Code.

(c) If the Partnership elects the application of Section 6226 of the Code (the "Push-out Election"), the Partners shall take into account and report to the IRS (or any other applicable tax authority) any adjustment to their tax items for the reviewed year of which they are notified by the Partnership in a written statement, in the manner provided in Section 6226(b), whether or not the Partner owns a Partnership Interest at such time. Any Partner that fails to report its share of such adjustments on its tax return, shall indemnify and hold harmless the Partnership, the General Partner, the Partnership Representative, and each of their Affiliates from and against any and all liabilities related to taxes (including penalties and interest) imposed on the Partnership as a result of the Partner's failure. In addition, each Partner shall indemnify and hold the Partnership, the General Partner, the Partnership Representative, and each of their Affiliates harmless from and against any and all liabilities related to taxes (including penalties and interest) imposed on the Partnership resulting from or attributable to such Partner's failure to comply with the preceding subsection (b) or this subsection (c). Each Partner acknowledges and agrees that no Partner shall have any claim against the Partnership, the General Partner, the Partnership Representative, or any of their Affiliates for any tax, penalties or interest resulting from the Partnership's election under Section 6226 of the Code.

(d) If the Partnership does not make an election under Section 6226 of the Code, the amount of any imputed underpayment assessed upon the Partnership, pursuant to Code Section 6232, attributable to a Partner (or former Partner), as reasonably determined by the Partnership Representative, shall be treated as a withholding tax with respect to such Partner subject to the provisions of Section 5.2(f) of this Agreement. To the extent any portion of such imputed underpayment cannot be withheld from a current distribution, any such Partner (or former Partner) shall be liable to the Partnership for the amount that cannot be withheld and agrees to pay such amount to the Partnership.

(e) The provisions of this Section 10.5 shall survive the termination of the Partnership, the termination of this Agreement and, with respect to any Partner, the transfer or assignment of any portion of such Partner's Partnership Interest.

(f) All elections required or permitted to be made by the Partnership under the Code or any applicable state or local tax law shall be made by the General Partner in its sole and absolute discretion.

(g) In the event of a transfer of all or any part of the Partnership Interest of any Partner, the Partnership, at the option of the General Partner, may elect pursuant to Section 754 of the Code to adjust the basis of the Partnership's assets. Notwithstanding anything contained in Article 5 of this Agreement, any adjustments made pursuant to Section 754 of the Code shall affect only the successor in interest to the transferring Partner and in no event shall be taken into account in establishing, maintaining or computing Capital Accounts for the other Partners for any purpose under this Agreement. Each Partner will furnish the Partnership with all information necessary to give effect to such election.

(h) The Partnership shall elect to deduct expenses, if any, incurred by it in organizing the Partnership ratably over a sixty (60) month period as provided in Section 709 of the Code.

Section 10.6. Reports Made Available to Limited Partners.

(a) As soon as practicable after the close of each fiscal quarter (other than the last quarter of the fiscal year), upon written request by a Limited Partner to the General Partner, the General Partner will make available, without cost, to each Limited Partner a quarterly report containing financial statements of the Partnership, or of the General Partner if such statements are prepared solely on a consolidated basis with the General Partner, for such fiscal quarter, presented in accordance with generally accepted accounting principles. As soon as practicable after the close of each fiscal year, upon written request by a Limited Partner to the General Partner, the General Partner will make available, without cost, to each Limited Partner an annual report containing financial statements of the Partnership, or of the General Partner if such statements are prepared solely on a consolidated basis with the General Partner, for such fiscal year, presented in accordance with generally accepted accounting principles.

(b) Any Partner shall further have the right to a private audit of the books and records of the Partnership at the expense of such Partner, provided such audit is made for Partnership purposes and is made during normal business hours.

Section 10.7. State and Local Tax Filings.

(a) The Partnership shall file any tax returns as may be required with any state and local taxing jurisdictions in which the Partnership does business and shall implement any withholding requirements consistent with Section 5.2(g) hereof, the filing of composite returns consistent with this Section 10.7, or such other tax compliance measures as may be required for each such jurisdiction.

(b) When available as a state and local compliance option, the Partnership may file composite returns in lieu of income tax withholding pursuant to Section 5.2(f) hereof or other tax compliance options with respect to its eligible nonresident Partners and each such eligible Partner will assist in completing any consents, elections, or authorizations as may be required to enable the Partnership to file composite returns on such Partner's behalf.

(c) Each Partner eligible to participate in a composite return (i) may elect to have his, her or its allocable share of Profit, gain, loss and expense from the Partnership included in composite returns filed by the Partnership on its behalf and (ii) agrees to cooperate with the

Partnership to execute any authorizations, elections or consents that may be necessary in connection with any such composite return filings.

ARTICLE 11
AMENDMENT OF AGREEMENT; EXTRAORDINARY TRANSACTIONS

The General Partner's consent shall be required for any amendment to this Agreement and any merger, consolidation, conversion, division or sale of all or substantially all of the assets of the Partnership. The General Partner, without the consent of any Limited Partner, may approve any merger, consolidation, conversion, division or sale of all or substantially all of the assets of the Partnership outside the ordinary course of its business; provided, however, that either (a) any merger, consolidation, conversion, division or sale of all or substantially all of the assets of the Partnership outside the ordinary course of its business other than in connection with a Transaction described in Section 6.6(e), Section 7.1(b)(ii) or (iii) or Section 7.3(c) or (b) any of the following amendments to this Agreement, whether by merger, consolidation or otherwise, shall require the approval of Limited Partners holding a majority of the outstanding Common Units then held by Limited Partners:

(i) any amendment that would affect the operation of the Redemption Right (except to effect an adjustment in accordance with the principles of Section 4.3(iii) or to give effect to the provisions of Section 7.1(b)(iii)(E)) in a manner adverse to the Limited Partners;

(ii) any amendment that would adversely affect the rights of the Limited Partners to receive the distributions payable to them hereunder, other than the establishment of any additional Class of Partnership Interests or issuance of any additional Partnership Interests pursuant to Section 4.3(a)(i) hereof;

(iii) any amendment that would alter the Partnership's allocations of Profit and Loss to the Limited Partners, other than the establishment of any additional Class of Partnership Interests or issuance of any additional Partnership Interests pursuant to Section 4.3(a)(i) hereof; or

(iv) any amendment that would impose on the Limited Partners any obligation to make additional Capital Contributions to the Partnership.

In addition to the foregoing, any amendments to this Agreement, whether by merger, consolidation or otherwise, that would materially and adversely affect the right of the Special Limited Partner to receive the distributions payable to it hereunder in connection with the Special Limited Partner Interest shall require the approval of Special Limited Partner, provided that the issuance of additional Partnership Interests shall not materially and adversely affect the right of the Special Limited Partner to receive the distributions payable to it hereunder in connection with the Special Limited Partner Interest.

ARTICLE 12
GENERAL PROVISIONS

Section 12.1. Notices. All communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or upon

deposit in the United States mail, registered, postage prepaid return receipt requested, or sent or made available by electronic transmission, to the Partners at the addresses (including electronic mail address) set forth in the Register; provided, however, that any Partner may specify a different address by notifying the General Partner in writing of such different address. Notices to the Partnership shall be delivered at or mailed to its specified office.

Section 12.2. Survival of Rights. Subject to the provisions hereof limiting transfers, this Agreement shall be binding upon and inure to the benefit of the Partners and the Partnership and their respective legal representatives, successors, transferees and assigns.

Section 12.3. Additional Documents. Each Partner agrees to perform all further acts and execute, swear to, acknowledge and deliver all further documents which may be reasonable, necessary, appropriate or desirable to carry out the provisions of this Agreement or the Act.

Section 12.4. Severability. If any provision of this Agreement shall be declared illegal, invalid, or unenforceable in any jurisdiction, then such provision shall be deemed to be severable from this Agreement (to the extent permitted by law) and in any event such illegality, invalidity or unenforceability shall not affect the remainder hereof.

Section 12.5. Entire Agreement. This Agreement and exhibits attached hereto constitute the entire Agreement of the Partners and supersede all prior written agreements and prior and contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof.

Section 12.6. Pronouns and Plurals. When the context in which words are used in the Agreement indicates that such is the intent, words in the singular number shall include the plural and the masculine gender shall include the neuter or female gender as the context may require.

Section 12.7. Headings. The Article headings or sections in this Agreement are for convenience only and shall not be used in construing the scope of this Agreement or any particular Article.

Section 12.8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one and the same instrument binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

Section 12.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of law.

- Signature Page Follows -

IN WITNESS WHEREOF, the parties hereto have hereunder affixed their signatures to this Amended and Restated Limited Partnership Agreement, to be effective as of the 4th day of April, 2022.

GENERAL PARTNER:
EXCHANGERIGHT INCOME FUND

By:

Name: Warren Thomas

Title: Secretary

EXHIBIT A
NOTICE OF EXERCISE OF REDEMPTION RIGHT

In accordance with Section 8.5 of the Amended and Restated Limited Partnership Agreement (the "Agreement") of ExchangeRight Income Fund Operating Partnership, LP, the undersigned hereby irrevocably (i) presents for exchange _____ Class ___ Units in ExchangeRight Income Fund Operating Partnership, LP, in accordance with the terms of the Agreement and the Redemption Right referred to in Section 8.5 thereof, (ii) surrenders such Units and all right, title and interest therein, and (iii) directs that the Cash Amount or REIT Shares Amount (as defined in the Agreement) as determined by the General Partner deliverable upon exercise of the Redemption Right be delivered to the address specified below, and if REIT Shares (as defined in the Agreement) are to be delivered, such REIT Shares be registered or placed in the name(s) and at the address(es) specified below.

EXHIBIT E

SUPPORTING FINANCIAL DATA

Exhibit E - Supporting Financial Schedules

LEASE SUMMARY OF TRUST PROPERTIES

This table highlights significant, but selected and limited, terms of the leases in place for the Trust's properties as of June 30, 2026, and is not exhaustive and is qualified in its entirety by reference to the full leases, which are available from the Trust upon request.

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Dollar General	Dollar General - Beaumont (Major), TX	9,170	$89,983	7/31/2034	2019
Dollar General	Dollar General - Pleasant Grove (4th Street), AL	9,108	$86,388	3/31/2034	2019
Dollar General	Dollar General - Waterloo (West 5th), IA	9,201	$97,551	9/30/2029	2014
Vacant	Vacant - San Antonio (Bandera), TX	8,320	$0	N/A	2011
Hy-Vee	Hy-Vee - Shakopee (Adams Street), MN	101,225	$1,415,775	1/17/2039	2017
Walgreens	Walgreens - Dolton (Sibley), IL	15,059	$272,800	12/31/2029	2001
Walgreens	Walgreens - Geismar (Highway 73), LA	14,498	$338,354	7/31/2032	2008
Walgreens	Walgreens - Grafton (Wisconsin), WI	14,852	$365,000	7/31/2031	2005
Walgreens	Walgreens - Pleasant Prairie (118th), WI	14,745	$331,077	12/31/2029	2004
BioLife Plasma Services	BioLife Plasma Services - Las Vegas (Maryland), NV	15,470	$692,796	11/30/2035	1999
Dollar Tree	Dollar Tree - Fort Wayne (West State), IN	10,000	$105,000	10/31/2027	1960
Hobby Lobby	Hobby Lobby - Greenville (Memorial), NC	55,060	$550,000	5/31/2031	2016
Kroger	Kroger - Farmington (Middlebelt), MI	43,909	$552,302	5/31/2034	1980
Kroger	Kroger - Fort Wayne (State), IN	60,782	$441,551	5/31/2034	1960
Walmart Neighborhood Market	Walmart Neighborhood Market - Huntsville (Jordan), AL	41,848	$738,640	10/4/2031	2016
Dollar General	Dollar General - Cranston (Dyer), RI	8,364	$131,443	6/30/2030	1965
Dollar Tree	Dollar Tree - Brook Park (Snow), OH	10,000	$71,800	1/31/2029	1991
Old National Bank	Old National Bank - Blue Island (Western), IL	14,568	$469,511	9/30/2030	1964
Old National Bank	Old National Bank - Palos Heights (Harlem), IL	23,677	$565,018	9/30/2030	1975
Five Below	Five Below - Sevierville (Winfield Dunn), TN	8,479	$142,023	1/31/2031	2020
Food Lion	Food Lion - Greenwood (Highway 25), SC	41,338	$351,373	10/28/2033	1998
Vacant	Vacant - Greenwood (Highway 25), SC	7,128	$0	N/A	1998
Giant Eagle	Giant Eagle - Brook Park (Snow), OH	80,000	$880,000	3/31/2031	1991
HomeGoods	HomeGoods - Sevierville (Winfield Dunn), TN	22,244	$266,928	3/31/2031	2021
Publix	Publix - Birmingham (Lakeshore), AL	48,387	$798,386	11/30/2039	2019
Publix	Publix - Sevierville (Winfield Dunn), TN	48,387	$749,998	11/30/2040	2020
Stop & Shop	Stop & Shop - Andover (Main), MA	102,060	$2,940,000	11/30/2036	1959
Walgreens	Walgreens - Kingston (Wyoming), PA	14,177	$412,000	7/31/2029	2004
Dollar General	Dollar General - Fresno (Elm), CA	9,209	$144,252	7/31/2031	2016
BioLife Plasma Services	BioLife Plasma Services - Tampa (Waters), FL	14,782	$644,619	3/31/2039	2022
Advance Auto Parts	Advance Auto Parts - Greenville (Pleasantburg), SC	6,803	$107,550	12/31/2030	2005
Advance Auto Parts	Advance Auto Parts - Heath (Hebron), OH	6,806	$77,700	12/31/2030	1997
Advance Auto Parts	Advance Auto Parts - Steubenville (North 7th), OH	6,877	$115,500	7/31/2030	2015
Dollar General	Dollar General - Alorton (Bond), IL	9,297	$84,495	11/30/2026	2011
Dollar General	Dollar General - Cincinnati (North Bend), OH	9,233	$104,917	7/31/2028	2013
Dollar General	Dollar General - Denham Springs (Hwy 16), LA	9,147	$101,472	6/30/2030	2015

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Dollar General	Dollar General - Dupo (Transpoint), IL	9,230	$79,750	3/31/2030	2010
Dollar General	Dollar General - Gastonia (South York), NC	9,169	$88,402	5/31/2027	2012
Dollar General	Dollar General - Hamilton (Millville), OH	9,511	$118,941	11/30/2028	2013
Dollar General	Dollar General - Hammond (Happywoods), LA	9,195	$100,616	4/30/2028	2013
Dollar General	Dollar General - Hickory (Hwy 70), NC	8,963	$102,371	9/30/2031	2011
Dollar General	Dollar General - Hickory (Lenoir), NC	9,054	$94,000	2/28/2027	2012
Family Dollar	Family Dollar - Baton Rouge (Choctaw), LA	9,327	$107,037	9/30/2030	2016
Fresenius Medical Care	Fresenius Medical Care - Nashville (Riverside), TN	8,800	$325,174	6/30/2030	1966
Kroger	Kroger - Hamilton (S. Erie), OH	95,390	$630,620	12/31/2026	2006
Napa Auto Parts	Napa Auto Parts - Belvidere (Old Beloit), IL	4,904	$95,918	2/2/2036	2010
Napa Auto Parts	Napa Auto Parts - Freeport (S. Hance), IL	4,938	$95,918	2/2/2036	2011
Tractor Supply	Tractor Supply - Woods Cross (South 1800), UT	22,505	$344,850	10/31/2030	2015
Walgreens	Walgreens - Fort Worth (Lancaster), TX	14,438	$362,250	6/30/2028	2003
Advance Auto Parts	Advance Auto Parts - Houston (Richey), TX	6,936	$122,131	12/31/2030	2015
CVS Pharmacy	CVS Pharmacy - Gadsden (Meighan), AL	12,422	$268,763	1/31/2034	2008
Dollar General	Dollar General - Dothan (Westgate), AL	9,145	$90,900	7/31/2031	2016
Dollar General	Dollar General - Knoxville (Circle Oak), TN	9,096	$95,776	4/30/2031	2016
Dollar General	Dollar General - Knoxville (Elm), TN	9,200	$83,472	7/31/2031	2016
Dollar General	Dollar General - Superior (Belknap), WI	9,493	$96,210	10/31/2028	2013
Dollar General	Dollar General - Walbridge (Drouillard), OH	9,038	$74,276	7/31/2030	2008
Family Dollar	Family Dollar - Lafayette (Congress), LA	8,478	$89,000	6/30/2031	2016
Family Dollar	Family Dollar - Lafayette (Pinhook), LA	8,481	$102,019	3/31/2031	2016
Family Dollar	Family Dollar - Plainville (East), CT	9,219	$135,887	6/30/2030	2015
Family Dollar	Family Dollar - Scott (Renaud), LA	8,532	$83,328	6/30/2031	2016
Hobby Lobby	Hobby Lobby - Franklin (S. 27th), WI	53,126	$371,000	3/31/2031	2003
Napa Auto Parts	Napa Auto Parts - Madison (Index), WI	8,055	$119,700	8/31/2036	1990
Sherwin-Williams	Sherwin-Williams - Arlington (Cooper), TX	6,000	$72,600	10/31/2031	1999
Sherwin-Williams	Sherwin-Williams - Naples (Collier), FL	2,699	$57,351	3/31/2031	1986
Sherwin-Williams	Sherwin-Williams - Sherman (Taylor), TX	7,235	$80,057	5/31/2031	2001
Sherwin-Williams	Sherwin-Williams - Shreveport (Bert Kouns), LA	6,174	$73,227	7/31/2031	2003
Tractor Supply	Tractor Supply - Chillicothe (Bridge), OH	18,946	$187,032	12/31/2036	1996
Walgreens	Walgreens - Fairfield (Pleasant), OH	14,613	$386,000	12/31/2027	2002
Walgreens	Walgreens - Panama City (Tyndall), FL	14,614	$340,000	5/31/2031	2006
Advance Auto Parts	Advance Auto Parts - Eau Claire (Hastings), WI	12,116	$154,000	8/31/2031	2001

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Athletico Physical Therapy	Athletico Physical Therapy - Chicago (Commercial), IL	3,351	$77,000	9/30/2031	1912
Dollar General	Dollar General - Birmingham (3rd), AL	10,987	$99,774	6/30/2032	2012
Dollar General	Dollar General - Birmingham (Jefferson), AL	9,096	$83,916	8/31/2031	2016
Dollar General	Dollar General - Huntsville (FM), TX	9,195	$98,500	2/28/2031	2016
Dollar General	Dollar General - Huntsville (Montgomery), TX	9,195	$101,096	5/31/2031	2016
Dollar General	Dollar General - Rockford (Charles), IL	11,998	$91,875	4/30/2030	1959
Dollar General	Dollar General - Slidell (Gause), LA	12,480	$151,086	6/30/2028	2012
Fresenius Medical Care	Fresenius Medical Care - El Paso (Northwestern), TX	6,961	$321,533	9/17/2031	2016
Fresenius Medical Care	Fresenius Medical Care - Sumter (Physicians Ln), SC	10,181	$351,006	3/9/2030	2014
MedSpring	MedSpring - Dallas (Bush), TX	4,634	$193,050	2/28/2027	2016
Napa Auto Parts	Napa Auto Parts - Iowa City (Hwy 1), IA	9,733	$116,550	11/15/2036	1996
O'Reilly	O'Reilly - South Holland (162nd), IL	7,220	$100,298	11/25/2031	2011
Tractor Supply	Tractor Supply - Laplace (Hwy 61), LA	19,286	$240,450	11/30/2031	2016
Walgreens	Walgreens - Chicago (Archer), IL	15,132	$391,170	12/31/2030	2001
Walgreens	Walgreens - Montgomery (Carter Hill), AL	14,762	$300,000	3/31/2032	2006
Walgreens	Walgreens - Naperville (Hassert), IL	15,015	$335,000	10/31/2027	2001
Advance Auto Parts	Advance Auto Parts - Mokena (La Grange), IL	6,824	$150,561	8/31/2032	2012
Advance Auto Parts	Advance Auto Parts - Norcross (Holcomb), GA	6,907	$136,500	12/31/2031	2005
CVS Pharmacy	CVS Pharmacy - Bolingbrook (Boughton), IL	13,052	$351,351	1/31/2030	2005
Dollar General	Dollar General - Baton Rouge (Greenwell), LA	9,017	$98,901	2/28/2029	2013
Dollar General	Dollar General - Gadsden (Countryman Hwy), AL	10,833	$121,932	3/31/2031	2016
Dollar General	Dollar General - Goshen (State Road), IN	9,413	$89,884	12/31/2031	2016
Dollar General	Dollar General - Hammond (Airport), LA	9,111	$107,222	6/30/2028	2012
Dollar General	Dollar General - St. Amant (Highway 431), LA	9,091	$109,722	4/30/2030	2014
Dollar General	Dollar General - Sugar Creek (US Hwy 24), MO	8,812	$106,238	3/31/2031	1950
Family Dollar	Family Dollar - Baton Rouge (Sherwood Dr.), LA	8,380	$79,941	6/30/2031	2016
Fresenius Medical Care	Fresenius Medical Care - St. Louis (Hampton), MO	7,540	$282,858	5/31/2031	2007
Goodwill	Goodwill - Skokie (Touhy), IL	20,806	$427,425	10/27/2031	2016
Hobby Lobby	Hobby Lobby - Brunswick (Canal Crossing), GA	55,132	$445,500	8/31/2031	2016
A Plus Childcare and Learning Academy	A Plus Childcare and Learning Academy - Indianapolis (Crawfordsville), IN	11,475	$183,060	11/30/2032	1986
Walgreens	Walgreens - Arlington (Green), TX	13,775	$257,242	8/31/2027	1997
Walgreens	Walgreens - Independence (US Highway), MO	15,043	$317,953	7/31/2028	2001
Dollar General	Dollar General - Chicago (Kedzie), IL	9,626	$144,375	2/28/2027	1952
Dollar General	Dollar General - Houston (Crosstimbers), TX	8,373	$141,840	6/30/2028	2012

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Dollar General	Dollar General - Oklahoma City (23rd Street), OK	8,591	$116,833	9/30/2032	2012
Family Dollar	Family Dollar - Beaumont (Magnolia), TX	10,030	$90,750	1/31/2031	2011
Vacant	Vacant - Columbus (Hudson), OH	8,511	$0	N/A	2011
Family Dollar	Family Dollar - Commerce City (64th Ave), CO	8,000	$119,350	6/30/2028	1999
Vacant	Vacant - Memphis (Hollywood), TN	9,216	$0	N/A	2012
Dollar Tree	Dollar Tree - Mission (FM 492), TX	8,309	$119,966	3/31/2032	2012
Dollar Tree	Dollar Tree - Abilene (Ambler), TX	8,540	$79,040	2/29/2036	2012
Family Dollar	Family Dollar - Columbia (North Main), SC	9,209	$135,430	1/31/2031	2012
Family Dollar	Family Dollar - Edinburg (Doolittle), TX	8,261	$120,040	3/31/2031	2012
Vacant	Vacant - Greenville (Blue Ridge), SC	8,347	$0	N/A	2012
Family Dollar	Family Dollar - Laredo (San Bernardo), TX	8,574	$156,078	9/30/2030	2012
Archana Grocery	Archana Grocery - Reynoldsburg (East Main), OH	9,293	$74,580	6/30/2033	2009
Vacant	Vacant - Hutchinson (East 4th), KS	7,200	$0	N/A	2010
Dollar General	Dollar General - Norton Shores (E Pontaluna), MI	9,304	$86,634	1/31/2032	2012
Dollar Tree	Dollar Tree - Shreveport (Market), LA	8,351	$96,500	6/30/2027	2013
Family Dollar	Family Dollar - Alsip (Pulaski), IL	8,222	$166,109	1/31/2028	2013
Family Dollar	Family Dollar - Everman (Shelby), TX	8,042	$113,194	4/30/2031	2013
Family Dollar	Family Dollar - Houston (Homestead), TX	8,428	$119,667	9/30/2030	2013
Family Dollar	Family Dollar - Phoenix (67th), AZ	8,300	$162,995	3/31/2028	2012
Vacant	Vacant - Roanoke (Melrose), VA	8,403	$0	N/A	2012
Advance Auto Parts	Advance Auto Parts - Kenosha (52nd St), WI	7,973	$111,680	6/30/2028	1999
AutoZone	AutoZone - Carpentersville (Western), IL	7,673	$99,000	5/31/2029	2009
Dollar Tree	Dollar Tree - Summit (63rd Street), IL	11,216	$78,750	12/31/2028	1956
Family Dollar	Family Dollar - Birmingham (Dennison), AL	9,273	$114,142	9/30/2032	2013
Family Dollar	Family Dollar - Dallas (Seagoville), TX	8,106	$62,000	6/30/2028	2003
The Christ Hospital	The Christ Hospital - Cincinnati (Blue Ash), OH	9,260	$188,666	12/31/2027	1990
Advance Auto Parts	Advance Auto Parts - Allentown (West Allen), PA	6,900	$105,000	12/31/2030	2001
Advance Auto Parts	Advance Auto Parts - New Iberia (East Admiral), LA	6,709	$96,880	12/31/2029	2002
AutoZone	AutoZone - Garner (Fayetteville), NC	6,942	$162,000	3/31/2033	2008
Dollar General	Dollar General - McAdoo (South Hancock), PA	9,153	$97,335	12/31/2028	2013
Dollar General	Dollar General - Vernon (Talcottville), CT	9,262	$110,159	4/30/2029	2014
Family Dollar	Family Dollar - Terrytown (Whitney), LA	9,205	$121,540	6/30/2030	2014
Adult and Child Health	Adult and Child Health - Indianapolis (E. Washington), IN	5,994	$116,344	12/31/2029	2014

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Ross Stores	Ross Stores - Ceres (East Hatch), CA	25,782	$354,750	1/31/2029	1985
Tractor Supply	Tractor Supply - Harrisburg (Allentown), PA	21,722	$337,929	4/30/2031	2006
Tractor Supply	Tractor Supply - North Windham (Boston Post), CT	19,500	$338,393	8/31/2029	2009
Advance Auto Parts	Advance Auto Parts - San Angelo (N Main), TX	6,738	$83,928	6/30/2029	2002
Dollar Tree	Dollar Tree - Bessemer (Morgan), AL	10,466	$144,000	2/28/2032	2003
Dollar General	Dollar General - Gulfport (Three Rivers), MS	9,337	$115,800	10/31/2029	2009
Dollar Tree	Dollar Tree - Davenport (Locust), IA	10,343	$95,201	2/28/2029	1955
Vacant	Vacant - Cleveland (Broadway), OH	8,404	$0	N/A	2013
Family Dollar	Family Dollar - Oklahoma City (15th Street), OK	8,536	$116,993	3/31/2031	2013
Tractor Supply	Tractor Supply - Denham Springs (Florida), LA	18,942	$284,349	2/29/2040	2013
Advance Auto Parts	Advance Auto Parts - Machesney Park (W Lane Rd), IL	6,128	$121,102	8/31/2031	2011
Epic Health and Fitness	Epic Health and Fitness - Beverly Hills (N Lecanto Highway), FL	14,161	$222,000	11/30/2040	2004
Dollar General	Dollar General - Kansas City (Cookingham), MO	9,325	$104,442	3/31/2029	2014
Dollar General	Dollar General - Petersburg (S Crater), VA	9,100	$102,279	5/31/2029	2014
Dollar General	Dollar General - Richmond (Hull), VA	7,310	$92,208	5/31/2029	2014
Dollar General	Dollar General - Tulsa (46th St.), OK	9,204	$85,582	11/30/2028	2013
Vacant	Vacant - Bethany (23rd Street), OK	8,320	$0	N/A	2014
Family Dollar	Family Dollar - Danville (Main), VA	10,500	$134,664	3/31/2029	1946
Family Dollar	Family Dollar - Raleigh (Mitchell Mill), NC	8,447	$121,716	9/30/2028	2014
O'Reilly	O'Reilly - St. Augustine (State Rd), FL	7,182	$103,668	4/30/2033	2013
O'Reilly	O'Reilly - Avon (Center), OH	6,847	$95,634	11/30/2032	2014
Advance Auto Parts	Advance Auto Parts - Natrona Heights (Broadview), PA	6,412	$118,830	8/31/2029	2012
AutoZone	AutoZone - Clarksville (Fort Campbell), TN	7,380	$131,568	1/31/2031	2006
AutoZone	AutoZone - San Antonio (Blanco), TX	5,418	$96,096	8/31/2030	1997
Vacant	Vacant - Houston (Bay Area), TX	11,989	$0	N/A	2003
Dollar General	Dollar General - Burlington (Chapel Hill), NC	12,589	$157,028	10/31/2027	2012
Dollar General	Dollar General - Conway (Highway 65), AR	9,135	$91,957	9/30/2026	2011

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Dollar General	Dollar General - Fort Smith (Mussett), AR	9,303	$82,490	10/31/2029	2014
Dollar General	Dollar General - Marion (Bellefontaine), OH	9,220	$85,671	12/31/2029	2014
Dollar General	Dollar General - Pensacola (Lillian Hwy), FL	10,857	$119,676	4/30/2031	2012
Dollar General	Dollar General - Pine Bluff (Camden Road), AR	10,947	$87,420	3/31/2030	2015
Dollar General	Dollar General - Sheffield Lake (Colorado), OH	9,509	$87,945	8/31/2029	2014
Dollar General	Dollar General - Toledo (Monroe), OH	9,300	$100,811	10/31/2028	2013
Hobby Lobby	Hobby Lobby - Statesville (North Pointe), NC	55,357	$467,500	1/31/2030	2015
Napa Auto Parts	Napa Auto Parts - Kenosha (30th Ave), WI	9,035	$99,225	4/20/2035	1991
Napa Auto Parts	Napa Auto Parts - Racine (Durand), WI	10,086	$101,871	4/20/2035	1971
Huntington Bank	Huntington Bank - Kenosha (63rd St), WI	4,542	$116,731	12/31/2031	2006
Advance Auto Parts	Advance Auto Parts - Burleson (Wilshire), TX	6,892	$120,663	4/30/2030	2015
Advance Auto Parts	Advance Auto Parts - Greensboro (Randleman), NC	6,864	$78,750	8/31/2030	1998
Advance Auto Parts	Advance Auto Parts - Milwaukee (76th), WI	6,839	$119,691	9/30/2028	2013
AutoZone	AutoZone - Johnson City (Roan), TN	9,565	$70,800	8/31/2030	1987
CVS Pharmacy	CVS Pharmacy - Spartanburg (Garner), SC	13,136	$261,171	1/31/2027	2006
Dollar General	Dollar General - Alexandria (Broadway), LA	9,148	$82,457	11/30/2027	2009
Dollar General	Dollar General - Byron (Peach), GA	9,120	$79,465	10/31/2026	2011
Dollar General	Dollar General - Tallahassee (Tennessee), FL	9,175	$113,000	7/31/2031	2011
Dollar General	Dollar General - Valdosta (Bemiss), GA	9,300	$119,320	7/31/2031	2010
Dollar Tree	Dollar Tree - Jacksonville (New Kings), FL	9,217	$103,734	1/31/2031	1987
Family Dollar	Family Dollar - Chalmette (Judge Perez), LA	9,200	$83,700	6/30/2030	2007
Family Dollar	Family Dollar - Myrtle Beach (Socastee), SC	8,532	$106,700	3/31/2030	2014
Family Dollar	Family Dollar - Ruston (Georgia), LA	8,546	$126,113	9/30/2030	2015
Family Dollar	Family Dollar - West Monroe (Cypress), LA	8,320	$121,795	6/30/2030	2015
Napa Auto Parts	Napa Auto Parts - Beloit (Fourth), WI	5,809	$79,380	9/2/2035	1975
Napa Auto Parts	Napa Auto Parts - Janesville (Woodman), WI	5,985	$99,225	8/20/2035	2007
O'Reilly	O'Reilly - Chattanooga (Cummings), TN	6,821	$75,528	11/30/2031	2006
O'Reilly	O'Reilly - Slidell (Pontchartrain), LA	6,827	$76,716	12/31/2031	2006
PNC Bank, N.A.	PNC Bank, N.A. - Jacksonville (Western), NC	6,061	$277,614	9/30/2038	2008
Tractor Supply	Tractor Supply - Johnson City (Bristol), TN	18,886	$192,000	2/29/2040	2000
Tractor Supply	Tractor Supply - West Haven (2550 South), UT	22,205	$335,225	3/31/2030	2015
Advance Auto Parts	Advance Auto Parts - Dalton (South Thorton), GA	6,400	$111,756	12/31/2029	2014
Advance Auto Parts	Advance Auto Parts - New Bern (Glenburnie), NC	7,050	$88,800	12/31/2029	1992

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Advance Auto Parts	Advance Auto Parts - Superior (Tower), WI	6,831	$119,837	9/30/2026	2014
Vacant	Vacant - Las Vegas (East Owens), NV	15,632	$0	N/A	2000
Dollar General	Dollar General - Douglasville (Riley), GA	9,291	$98,700	8/31/2030	2015
Dollar General	Dollar General - Gretna (Behrman), LA	9,170	$122,873	4/30/2029	2013
Vacant	Vacant - Mobile (Dauphin), AL	9,071	$0	N/A	2010
Dollar General	Dollar General - Shreveport (MLK Dr.), LA	9,135	$90,729	6/30/2031	2011
Dollar General	Dollar General - Sumter (Church), SC	9,239	$89,517	3/31/2031	2010
Family Dollar	Family Dollar - Cocoa (Fay), FL	8,320	$134,081	3/31/2031	2015
Family Dollar	Family Dollar - Shreveport (Caddo), LA	9,276	$126,409	3/31/2031	2015
Hobby Lobby	Hobby Lobby - Lawrenceville (Scenic Highway), GA	54,783	$522,500	7/31/2029	2015
Napa Auto Parts	Napa Auto Parts - Bloomington (Currency), IL	7,698	$112,455	11/8/2035	2004
Napa Auto Parts	Napa Auto Parts - Decatur (North Woodford), IL	6,746	$76,073	11/23/2035	1977
Napa Auto Parts	Napa Auto Parts - Morton (Detroit), IL	10,585	$109,148	11/30/2035	1969
Sherwin-Williams	Sherwin-Williams - Winston-Salem (Witt), NC	10,186	$137,824	10/31/2030	2015
Walgreens	Walgreens - Lawrenceville (Clayton), GA	15,066	$395,000	3/31/2032	2001
Advance Auto Parts	Advance Auto Parts - Normal (Main), IL	6,899	$84,000	12/31/2031	2004
Advance Auto Parts	Advance Auto Parts - St. Louis (Morganford), MO	7,642	$58,704	12/31/2031	1946
Advance Auto Parts	Advance Auto Parts - Zion (Sheridan), IL	6,543	$78,325	12/31/2032	1992
Dollar General	Dollar General - Baton Rouge (Hooper), LA	9,123	$89,385	4/30/2032	2017
Dollar General	Dollar General - Butler (Evans), PA	9,475	$110,200	8/31/2030	2015
Dollar General	Dollar General - Evansville (Mariner), IN	9,201	$92,400	10/31/2031	2009
Dollar General	Dollar General - Jermyn (Washington), PA	9,228	$105,724	1/31/2031	2015
Dollar General	Dollar General - Leesport (Centre), PA	9,162	$97,631	5/31/2030	2015
Dollar General	Dollar General - Tampa (Columbus), FL	9,194	$140,645	8/31/2028	2013
Dollar General	Dollar General - Washington (Jefferson), PA	11,053	$139,848	4/30/2032	2017
Family Dollar	Family Dollar - Baton Rouge (Mickens), LA	8,420	$78,986	3/31/2032	2017
Hobby Lobby	Hobby Lobby - Mansfield (US 287), TX	55,187	$468,600	2/29/2032	2017
Sherwin-Williams	Sherwin-Williams - Peoria (Pioneer), IL	9,621	$104,496	5/31/2027	1987
Tractor Supply	Tractor Supply - Kuna (Meridian), ID	21,998	$255,000	5/31/2032	2017
Tractor Supply	Tractor Supply - Royse City (Frontage), TX	22,024	$282,450	11/30/2031	2016
Walgreens	Walgreens - Baytown (Garth), TX	13,847	$220,788	3/31/2027	2000
Walgreens	Walgreens - Hammond (Columbia), IN	13,793	$294,091	9/30/2031	1998
Walgreens	Walgreens - North Ridgeville (Center), OH	14,440	$336,000	12/31/2030	2005
Walgreens	Walgreens - St. Louis (Gravois), MO	15,022	$408,000	5/30/2028	2001

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Advance Auto Parts	Advance Auto Parts - Travelers Rest (Walnut), SC	6,891	$78,540	12/31/2026	2001
Dollar General	Dollar General - Aiken (Redds), SC	9,136	$78,216	3/31/2031	2016
Dollar General	Dollar General - Belleville (Eiler), IL	9,126	$85,584	10/31/2030	2015
Dollar General	Dollar General - Columbia (Monticello), SC	9,153	$88,262	6/30/2028	2013
Dollar General	Dollar General - Denham Springs (Arnold), LA	9,187	$91,059	6/30/2032	2017
Dollar General	Dollar General - Norton (Eastern), OH	9,327	$92,850	4/30/2029	2013
Dollar General	Dollar General - Walker (Florida), LA	12,526	$125,926	6/30/2028	2012
Dollar General	Dollar General - Zanesville (Pike), OH	9,289	$91,488	3/31/2031	2016
Goodwill	Goodwill - Grafton (Wisconsin), WI	22,000	$225,770	8/31/2027	1996
Napa Auto Parts	Napa Auto Parts - Sun Prairie (Main), WI	5,342	$50,400	8/9/2037	1989
Pick 'n Save	Pick 'n Save - West Bend (Washington), WI	63,133	$1,201,631	12/31/2030	2009
Tractor Supply	Tractor Supply - Conway (Church), SC	24,738	$328,632	5/31/2032	2006
Tractor Supply	Tractor Supply - Staunton (Payne), VA	22,676	$339,564	5/31/2032	2006
Verizon Wireless	Verizon Wireless - Columbia (Two Notch), SC	6,254	$356,895	1/31/2027	2016
Walgreens	Walgreens - Blacklick (Broad), OH	14,489	$308,000	8/31/2028	2001
Walgreens	Walgreens - Waukesha (Madison), WI	15,615	$400,000	12/31/2028	2000
Advance Auto Parts	Advance Auto Parts - Chicago (Cottage), IL	6,133	$136,950	4/30/2028	2013
CVS Pharmacy	CVS Pharmacy - Richmond (18th), IN	10,828	$162,442	5/31/2036	1998
Dollar General	Dollar General - Altoona (14th), PA	7,602	$97,944	6/30/2032	2017
Dollar General	Dollar General - Baton Rouge (Plank), LA	9,212	$108,972	9/30/2028	2013
Dollar General	Dollar General - Elizabeth (Scenery), PA	9,325	$114,684	7/31/2032	2017
Dollar General	Dollar General - Fayetteville (Strickland), NC	9,220	$86,815	10/31/2027	2015
Dollar General	Dollar General - Odessa (FM 1936), TX	9,274	$86,455	2/28/2030	2015
Dollar General	Dollar General - Panama City (US-231), FL	9,371	$123,321	5/31/2028	2013
Fresenius Medical Care	Fresenius Medical Care - Bethlehem (Harvard), PA	8,081	$253,070	4/30/2029	2017
Hobby Lobby	Hobby Lobby - Fort Wayne (Coldwater), IN	74,640	$410,877	12/31/2027	1989
Napa Auto Parts	Napa Auto Parts - Jerome (Wabash), IL	15,294	$160,650	10/31/2037	1974
Tractor Supply	Tractor Supply - Collinsville (136th), OK	19,185	$252,000	9/30/2032	2017
Tractor Supply	Tractor Supply - Meraux (Archbishop), LA	18,916	$247,800	11/30/2032	2017
Walgreens	Walgreens - Chicago (Belmont), IL	12,997	$425,000	1/31/2028	2000
Walgreens	Walgreens - Chicago (Central), IL	12,141	$338,000	3/31/2029	1997
Walgreens	Walgreens - League City (Main), TX	14,375	$325,800	4/30/2027	2001
Walgreens	Walgreens - Ocala (Silver), FL	15,434	$225,000	11/30/2028	1995
Vacant	Vacant - Beavercreek (Fairfield), OH	6,895	$0	N/A	2016

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Advance Auto Parts	Advance Auto Parts - El Paso (Doniphan), TX	11,296	$132,128	12/31/2032	2017
CVS Pharmacy	CVS Pharmacy - Rome (Maple), GA	10,167	$166,906	9/30/2037	1998
Dollar General	Dollar General - Fairborn (Maple), OH	9,428	$107,704	6/30/2031	2016
Dollar General	Dollar General - Johnson City (Broadway), TN	9,064	$91,654	8/31/2029	2014
Dollar General	Dollar General - Lakeland (Knights), FL	9,189	$123,780	9/30/2032	1965
Dollar General	Dollar General - Mableton (Mableton), GA	9,301	$101,136	9/30/2032	2017
Dollar General	Dollar General - Nashville (Stewarts), TN	12,750	$128,335	1/31/2033	2015
Dollar General	Dollar General - Rosenberg (Highway 36), TX	9,170	$92,906	4/30/2031	2016
Dollar General	Dollar General - San Angelo (Lutheran), TX	9,266	$85,109	4/30/2031	2016
Dollar General	Dollar General - Trotwood (Salem), OH	7,597	$90,572	8/31/2031	1962
Dollar General	Dollar General - Xenia (Dayton), OH	10,751	$138,588	8/31/2031	2016
Fresenius Medical Care	Fresenius Medical Care - Chicago (Bishop), IL	10,221	$387,148	10/18/2031	2016
Fresenius Medical Care	Fresenius Medical Care - Lithonia (Evans), GA	7,438	$152,758	11/30/2032	2005
Hobby Lobby	Hobby Lobby - Warner Robins (Watson), GA	55,055	$467,500	2/28/2027	2006
Napa Auto Parts	Napa Auto Parts - Rockford (State), IL	14,726	$163,800	12/20/2037	1991
Napa Auto Parts	Napa Auto Parts - Woodstock (Lake), IL	8,657	$100,170	12/20/2037	1984
Verizon Wireless	Verizon Wireless - Gastonia (Franklin), NC	5,047	$212,898	1/31/2028	2007
Walgreens	Walgreens - Franklin (Center), TN	13,522	$304,000	7/31/2028	2003
Walgreens	Walgreens - Gainesville (13th), FL	13,913	$320,908	7/31/2027	1997
Walgreens	Walgreens - Houston (Wallisville), TX	15,014	$303,858	5/1/2027	2000
Advance Auto Parts	Advance Auto Parts - Gillette (Douglas), WY	7,023	$132,250	5/31/2032	1998
Dollar General	Dollar General - Amherst (Telegraph), OH	9,262	$96,500	1/31/2033	2018
Dollar General	Dollar General - Harvey (Westbank), LA	12,441	$177,537	4/30/2028	2013
Dollar General	Dollar General - Louisville (Ravenna), OH	9,154	$94,500	11/30/2032	2017
Dollar General	Dollar General - Mandeville (Hwy 59), LA	9,193	$104,027	9/30/2032	2002
Dollar General	Dollar General - Reynoldsburg (Main), OH	7,623	$96,850	1/31/2033	2018
Dollar General	Dollar General - Warren (Niles), OH	7,516	$85,586	1/31/2033	2018
Fresenius Medical Care	Fresenius Medical Care - Belpre (Main), OH	7,516	$301,437	11/30/2032	2017
Fresenius Medical Care	Fresenius Medical Care - Chicago (Vincennes), IL	9,513	$268,726	12/31/2032	2017
Fresenius Medical Care	Fresenius Medical Care - Hammond (Calumet), IN	6,837	$170,482	9/30/2032	2008
Hobby Lobby	Hobby Lobby - Birmingham (Patrick), AL	55,035	$467,500	4/30/2032	2017
Napa Auto Parts	Napa Auto Parts - Crystal Lake (Exchange), IL	7,227	$100,170	4/30/2038	1992
Napa Auto Parts	Napa Auto Parts - McHenry (Adams), IL	7,015	$100,170	4/30/2038	2006
O'Reilly	O'Reilly - Knoxville (Maynardville), TN	6,500	$106,044	4/14/2028	1997

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Tractor Supply	Tractor Supply - Chesapeake (Centerville), VA	19,052	$310,308	4/30/2028	2012
Tractor Supply	Tractor Supply - Hollywood (Mervell Dean), MD	19,997	$321,948	2/29/2040	2013
Tractor Supply	Tractor Supply - Scott (I-10), LA	18,974	$248,325	10/31/2032	2017
Walgreens	Walgreens - Huber Heights (Troy), OH	13,892	$152,955	6/30/2028	1998
Walgreens	Walgreens - Valrico (Bloomingdale), FL	15,896	$267,000	11/30/2029	1997
Walgreens	Walgreens - Yorktown (George Washington), VA	14,728	$388,000	5/31/2033	2007
BioLife Plasma Services	BioLife Plasma Services - Glendale (59th), AZ	15,378	$731,891	4/30/2033	2018
CVS Pharmacy	CVS Pharmacy - Novi (Beck), MI	13,064	$429,299	1/31/2028	2005
Dollar General	Dollar General - Baton Rouge (Satin), LA	7,472	$80,328	9/30/2032	2017
Dollar General	Dollar General - DeLand (Spring Garden), FL	9,281	$121,660	7/31/2027	2012
Dollar General	Dollar General - Franklin (SR 122), OH	9,400	$101,224	4/30/2032	2017
Dollar General	Dollar General - Girard (Churchill), OH	10,925	$115,762	3/31/2033	2018
Family Dollar	Family Dollar - Bridge City (Bridge City), LA	8,296	$87,000	7/31/2033	2018
Old National Bank	Old National Bank - Melrose Park (Lake), IL	3,345	$347,414	10/31/2027	2007
Fresenius Medical Care	Fresenius Medical Care - Vineland (Sherman), NJ	11,250	$245,092	5/31/2031	2016
Pick 'n Save	Pick 'n Save - Sun Prairie (Ironwood Drive), WI	60,324	$786,494	12/31/2027	2006
Tractor Supply	Tractor Supply - Egg Harbor Township (Black Horse), NJ	19,039	$373,728	10/31/2032	2017
Tractor Supply	Tractor Supply - Oxford (Lapeer), MI	21,950	$293,265	2/28/2032	2017
Walgreens	Walgreens - Bedford (Harwood), TX	13,587	$293,000	12/31/2027	2002
Walgreens	Walgreens - Waterford (Dixie), MI	13,871	$275,319	2/29/2028	1998
Walgreens	Walgreens - West Lafayette (Sagamore), IN	14,472	$480,000	12/31/2031	2001
Dollar General	Dollar General - Battle Creek (Emmett), MI	9,195	$82,768	1/31/2034	2019
Dollar General	Dollar General - Houston (Airtex), TX	7,534	$117,824	6/30/2033	2018
Dollar General	Dollar General - Lambertville (Sterns), MI	7,619	$94,280	2/28/2034	2019
Dollar General	Dollar General - Mishawaka (East McKinley), IN	9,263	$99,815	5/31/2034	2019
Dollar General	Dollar General - Soddy Daisy (Sequoyah), TN	10,700	$122,096	5/31/2034	2019
Dollar General	Dollar General - Youngsville (Milton), LA	9,090	$89,465	1/31/2034	2019
Dollar Tree	Dollar Tree - Beech Island (Jefferson), SC	9,692	$95,200	2/28/2029	2018
Fresenius Medical Care	Fresenius Medical Care - South Congaree (Ramblin), SC	8,147	$294,008	12/30/2032	2017
Hobby Lobby	Hobby Lobby - Appleton (Casaloma), WI	73,970	$479,466	7/31/2029	2006
Hobby Lobby	Hobby Lobby - Hendersonville (Indian Lake), TN	55,644	$550,000	9/30/2029	2015
O'Reilly	O'Reilly - Lexington (Augusta), SC	7,268	$105,132	11/30/2029	2009
Pick 'n Save	Pick 'n Save - Oconomowoc (Wisconsin), WI	60,454	$906,990	12/31/2029	2008
Pick 'n Save	Pick 'n Save - Wales (North Wales), WI	61,082	$689,806	12/31/2029	1997

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Tractor Supply	Tractor Supply - Lake Charles (Power Center), LA	18,900	$281,133	5/31/2034	2019
Tractor Supply	Tractor Supply - Springtown (Highway 199), TX	19,054	$268,800	6/30/2034	2019
Walgreens	Walgreens - Aurora (Constitution), IL	14,798	$375,000	9/30/2032	2007
Walgreens	Walgreens - Flint (Saginaw), MI	13,833	$288,459	2/28/2029	1998
Walgreens	Walgreens - Fort Worth (Bryant), TX	13,886	$293,000	11/30/2028	1998
Walgreens	Walgreens - Hammond (Calumet), IN	14,439	$374,962	8/31/2033	2008
Walgreens	Walgreens - Newport News (Jefferson), VA	14,599	$390,000	8/31/2030	2003
Walgreens	Walgreens - North Aurora (Oak), IL	14,730	$325,000	2/28/2030	2005
Walgreens	Walgreens - Orland Park (159th), IL	15,008	$246,313	1/31/2033	1997
Walgreens	Walgreens - Peoria (Knoxville), IL	13,382	$185,000	8/31/2029	1998
Sherwin-Williams	Sherwin-Williams - Branson (Hwy 248), MO	4,551	$166,200	2/28/2035	2024
Tractor Supply	Tractor Supply - Bellefontaine (Main), OH	40,522	$308,176	3/31/2045	1977
Tractor Supply	Tractor Supply - Noblesville (Pleasant), IN	40,622	$532,685	4/30/2045	1979
Dollar General	Dollar General - Lewistown (Juniata), PA	10,678	$128,448	4/30/2038	2019
Family Dollar	Family Dollar - Shreveport (Hollywood), LA	9,391	$113,422	6/30/2032	2017
FedEx	FedEx - Texarkana (Abernathy), AR	124,747	$681,602	7/31/2036	2017
Tractor Supply	Tractor Supply - Garden City (Mary), KS	19,024	$248,300	6/30/2045	2011
Dollar General	Dollar General - McAllen (Mile 7), TX	10,643	$89,500	1/31/2038	2022
Dollar General	Dollar General - Alamogordo (E. 10th), NM	10,640	$141,738	10/31/2038	2019
Dollar General	Dollar General - Medina (Lafayette) OH	10,715	$111,321	12/31/2037	2022
Dollar Tree	Dollar Tree - Montgomery (Kessinger), AL	10,030	$122,304	1/31/2033	2022
Tractor Supply	Tractor Supply - Marion (Marion Waldo), OH	32,457	$326,700	3/31/2045	1965
Dollar General Market	Dollar General Market - Benton Harbor (Territorial), MI	10,717	$109,265	5/31/2039	2024
Vacant	Vacant - Rowlett (Rowlett), TX	6,881	$0	N/A	2014
Advance Auto Parts	Advance Auto Parts - Columbus (East Main), OH	6,987	$96,296	11/30/2031	2016
Advance Auto Parts	Advance Auto Parts - Humble (Atascocita), TX	6,923	$123,981	7/31/2031	2016
Advance Auto Parts	Advance Auto Parts - San Antonio (Nacogdoches), TX	6,869	$125,834	6/30/2029	2014
BioLife Plasma Services	BioLife Plasma Services - Cordova (Bellevue), TN	16,767	$642,622	2/28/2033	2018
Dollar General	Dollar General - Copley (Cleveland), OH	11,130	$115,000	10/31/2032	2017
Dollar General	Dollar General - Griffin (Williamson), GA	9,260	$94,236	2/29/2032	2017
Dollar General	Dollar General - Toledo (Bancroft), OH	9,367	$105,987	4/30/2028	2013
Dollar General	Dollar General - Youngstown (Belmont), OH	9,359	$95,295	1/31/2033	2018
Fresenius Medical Care	Fresenius Medical Care - Warren (Enterprise), OH	8,698	$228,444	11/27/2032	2017
Napa Auto Parts	Napa Auto Parts - Pekin (Broadway), IL	14,858	$107,100	2/28/2038	1991

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Pick 'n Save	Pick 'n Save - Grafton (Falls), WI	60,799	$818,904	12/31/2029	2009
Tractor Supply	Tractor Supply - Mobile (Schillinger), AL	18,867	$238,350	11/30/2032	2017
Tractor Supply	Tractor Supply - Tallahassee (Tennessee), FL	22,332	$384,912	4/30/2028	2008
Verizon Wireless	Verizon Wireless - Columbia (Garners), SC	5,010	$327,905	10/31/2027	2017
Walgreens	Walgreens - Homewood (183rd), IL	13,494	$180,342	8/31/2029	1994
Walgreens	Walgreens - Mobile (Government), AL	14,504	$370,000	1/31/2029	2003
Advance Auto Parts	Advance Auto Parts - Jackson (West Monroe), MI	6,779	$137,620	12/31/2031	2006
Advance Auto Parts	Advance Auto Parts - Pasco (West Court), WA	6,874	$131,520	11/30/2032	2017
AutoZone	AutoZone - Kentwood (28th Street), MI	15,420	$204,750	9/30/2033	1995
AutoZone	AutoZone - Leland (Village Road), NC	6,782	$122,100	7/31/2033	2008
Dollar General	Dollar General - Belton (Scott), MO	9,229	$88,969	11/30/2032	2017
Dollar General	Dollar General - Bristol (Martin Luther King), TN	9,198	$107,596	11/30/2028	2013
Dollar General	Dollar General - Chattanooga (Ringgold), TN	9,100	$107,602	9/30/2028	2013
Dollar General	Dollar General - Cleveland (Fulton), OH	7,598	$103,668	5/31/2033	2018
Dollar General	Dollar General - Grandview (140th), MO	7,642	$89,041	12/31/2033	2017
Dollar General	Dollar General - Johnson City (Roan), TN	9,261	$104,499	9/30/2028	2013
Dollar General	Dollar General - Lima (Jameson), OH	9,207	$111,864	9/30/2031	2016
Dollar General	Dollar General - Middletown (South Dixie), OH	9,187	$96,392	6/30/2032	2017
Family Dollar	Family Dollar - Laredo (TX-359), TX	8,436	$104,960	7/31/2033	2018
Family Dollar	Family Dollar - San Angelo (Junius), TX	8,335	$109,900	3/31/2029	2018
GIANT Company	GIANT Company - Mechanicsburg (Simpson), PA	51,394	$1,110,855	8/31/2030	1990
Tractor Supply	Tractor Supply - Lewiston (Libson), ME	16,272	$261,804	12/31/2032	2009
Tractor Supply	Tractor Supply - North Versailles (Mosside), PA	18,814	$246,750	8/31/2033	2018
Walgreens	Walgreens - Bradenton (26th), FL	15,924	$382,200	8/31/2028	1998
Walgreens	Walgreens - Clinton Township (South Gratiot), MI	13,800	$270,000	2/28/2030	1999
Walgreens	Walgreens - Dunedin (Main), FL	15,046	$393,660	10/31/2028	1998
Walgreens	Walgreens - Naples (Airport), FL	15,962	$350,350	10/31/2029	1999
Walgreens	Walgreens - Oldsmar (Tampa), FL	15,083	$219,240	10/31/2028	1998
Walgreens	Walgreens - Temple Terrace (56th), FL	15,017	$391,286	6/30/2029	1999
Dollar General	Dollar General - Port Huron (Michigan), MI	10,923	$159,940	2/28/2041	2025
BioLife Plasma Services	BioLife Plasma Services - McDonough (Plaza), GA	15,807	$547,579	1/31/2034	2018
Dollar General	Dollar General - Johnstown (Frankstown), PA	10,810	$147,970	3/31/2040	2024
Dollar General	Dollar General - Pittsburgh (Saltsburg), PA	9,188	$132,506	10/31/2039	2024
Fresenius Medical Care	Fresenius Medical Care - Pasadena (Southmore), TX	11,472	$237,160	2/28/2031	1980

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Get Go	Get Go - Brook Park (Snow), OH	1,836	$30,730	3/31/2031	1991
Dollar General	Dollar General - Delhi (Stephens), CA	9,075	$155,135	2/28/2029	2013
Dollar General	Dollar General - Lubbock (Milwaukee), TX	9,220	$75,000	12/31/2028	2006
Dollar Tree	Dollar Tree - Ewing (Scotch), NJ	9,585	$96,000	6/30/2029	1964
Dollar Tree	Dollar Tree - Idaho Falls (Broadway), ID	12,131	$100,300	8/31/2028	1999
Fresenius Medical Care	Fresenius Medical Care - Baton Rouge (Groom), LA	9,568	$163,314	5/31/2031	2013
Giant Eagle	Giant Eagle - Streetsboro (OH-303), OH	68,754	$548,288	3/31/2032	2001
Kroger	Kroger - Columbus (Hamilton), OH	61,782	$538,176	2/28/2029	1993
Napa Auto Parts	Napa Auto Parts - Columbus (Main), OH	7,559	$96,792	2/28/2030	1995
Truist Bank	Truist Bank - Lancaster (Good), PA	3,203	$183,013	10/31/2028	2003
Verizon Wireless	Verizon Wireless - Columbia (Columbiana), SC	5,993	$169,620	4/30/2028	1995
Walgreens	Walgreens - Cordova (Walnut), TN	15,021	$275,000	9/30/2027	2002
Walmart Supercenter	Walmart Supercenter - Hamilton (Main), OH	222,706	$764,963	1/31/2032	1996
CVS Pharmacy	CVS Pharmacy - Waukegan (Washington), IL	10,896	$291,533	1/31/2028	2002
Dollar General	Dollar General - Allen Park (Allen), MI	9,604	$91,823	5/31/2032	1984
Dollar General	Dollar General - Auburn (Minot), ME	9,406	$128,418	3/31/2030	2015
Dollar General	Dollar General - Battle Creek (Columbia), MI	11,724	$92,400	2/28/2029	1979
Dollar General	Dollar General - Broad Brook (Main), CT	9,585	$118,400	12/31/2028	2013
Dollar General	Dollar General - Brunswick (Altama), GA	9,194	$111,129	10/31/2028	2013
Dollar General	Dollar General - Grand Rapids (State), MI	8,691	$114,950	10/31/2027	1942
Dollar General	Dollar General - Hammond (Wardline), LA	9,209	$95,343	6/30/2028	2013
Dollar General	Dollar General - Jackson (Morrel), MI	8,000	$92,400	4/30/2030	2020
Dollar General	Dollar General - Lansing (Waverly), MI	9,355	$95,400	5/31/2029	2014
Dollar General	Dollar General - Penns Grove (Virginia), NJ	9,403	$127,050	4/30/2029	2011
Dollar General	Dollar General - Prattville (McQueen), AL	9,029	$69,600	5/31/2029	2003
Dollar General	Dollar General - Romulus (Van Born), MI	9,367	$110,725	6/30/2028	2013
Dollar General	Dollar General - Temple (57th), TX	9,150	$73,326	10/31/2027	2007
Dollar General	Dollar General - Westland (Merriman), MI	9,195	$90,667	10/31/2027	1964
Dollar General	Dollar General - Wyoming (Division), MI	10,472	$90,200	3/31/2029	1950
Dollar Tree	Dollar Tree - Christiansburg (Laurel), VA	10,000	$110,000	2/28/2030	1990
Fresenius Medical Care	Fresenius Medical Care - Shelbyville (Stonecrest), KY	8,438	$180,831	9/30/2028	2013
Hobby Lobby	Hobby Lobby - Christiansburg (Laurel), VA	55,000	$385,000	3/31/2028	1990
Hobby Lobby	Hobby Lobby - Huber Heights (Old Troy), OH	61,504	$384,400	6/30/2029	1990
Octapharma Plasma	Octapharma Plasma - Virginia Beach (Newtown), VA	11,293	$152,739	3/31/2030	1997

Tenant	Property	Leasable Square Feet	ABR	Lease End	Year Built
Pick 'n Save	Pick 'n Save - Wauwatosa (Mayfair), WI	60,754	$1,168,399	12/31/2029	2009
Valspar	Valspar - Massillon (Nova), OH	167,230	$1,068,420	4/30/2034	1994
Verizon Wireless	Verizon Wireless - Bristol (Clear Creek), VA	5,095	$237,500	3/31/2029	2007
Walgreens	Walgreens - Chicago (Foster), IL	12,088	$475,000	12/31/2029	2004
Walgreens	Walgreens - Galesburg (Main), IL	13,592	$272,000	3/31/2028	2003
Walgreens	Walgreens - Hesperia (Main), CA	14,507	$377,000	5/31/2029	2004
Walgreens	Walgreens - Indianapolis (Mann), IN	12,870	$160,000	12/31/2028	1993
Walgreens	Walgreens - Saint Joseph (Belt), MO	14,505	$335,000	6/30/2028	2003

EXHIBIT F

VALUATION REPORT

ExchangeRight Income Fund

Economic and Valuation Services

Real Estate Valuation

kpmg.com

KPMG LLP
200 E Randolph
Chicago, IL 60601

Telephone: +1 312 665 1000
Internet: www.us.kpmg.com

ExchangeRight Essential Income REIT
9215 Northpark Drive
Johnston, IA 50131

July 14, 2026

ExchangeRight Essential Income REIT Trustee:

KPMG LLP (KPMG) has completed its valuation engagement specific to a portfolio of 436 properties collectively, Subject Properties or Portfolio, of net leased properties acquired by ExchangeRight Income Fund doing business as ExchangeRight Essential Income REIT (ExchangeRight or The Essential Income REIT or Client) located in various geographic locations in the U.S. as of June 30, 2026, (the Valuation Date). Our valuation considerations and conclusions are outlined within this Restricted Appraisal Report in accordance with Standard 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP). This Restricted report content is consistent with the guidelines set forth for a Summary Report as defined by the American Institute of Certified Public Accountants (AICPA). This report states the appraisal procedures and conclusions developed. Our rationale and consideration to certain assumptions may not be fully understood without access to additional information within our work files. This valuation report considers information provided to us as of the date of this report and may not be updated should additional information become available subsequent to this report date.

This report sets forth our conclusions as well as the approaches and methodologies used, and the factors considered in formulating our opinion. This letter summarizes the findings of our valuation study. It is the responsibility of the Company to review and determine the reasonableness of KPMG's Valuation. The accompanying report exhibits provide a detailed explanation of our analysis.

Findings

Based on our analysis, the fair value of the Portfolio as of the Valuation Date are as follows:

Real Property Value of the Portfolio	Fair value (Rounded)
Fair Value Low	$1,654,700,000
Fair Value High	$1,714,200,000

This report outlines the analytical approaches and findings relied upon as the basis for determining the value of the Subject Properties. The limiting assumptions that apply to our valuation opinions are presented in Appendix A. This report is not intended to be used, and cannot be used, in connection with any federal or state tax matter unless, in advance of such use, you request such use in writing and we agree to such use.

This report was prepared under the direction of Thomas C. Harmening, MAI, ASA, in KPMG's Economic and Valuation Services Practice in Chicago. To the best of our knowledge and belief, the statements of fact contained in this report are true and correct. KPMG has no present or contemplated future interest in ExchangeRight whose various real property values we have estimated, or any other interest which might prevent us from performing an unbiased valuation.

Our report is subject to the terms and conditions set forth in our engagement letter dated February 24, 2026.

Very truly yours,

KPMG LLP

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Introduction & Property Rights

Company Overview

ExchangeRight Essential Income REIT, a Maryland statutory trust is a self-administered real estate company, formed on January 11, 2019. The Essential Income REIT is focused on investing in single-tenant, net-leased essential-based retail and healthcare properties. The Essential Income REIT has acquired a diversified portfolio of 436 primarily net-leased necessity-based retail and healthcare properties, as well as one industrial property. The Portfolio, which is included within the valuation covered by this report, consists of 430 leases located in 38 states with an aggregate of 6,884,025 square feet.

Property Rights

To our knowledge, with the exception of one leasehold interest property, the Essential Income REIT has acquired the leased fee interest in these properties. Leased fee interest represents an ownership interest held by a landlord with the rights of use and occupancy conveyed by a lease to at least one tenant. The rights of the leased fee interest owner and lessee(s) are determined by contract terms contained within a lease.

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Valuation considerations

Client

ExchangeRight Essential Income REIT

Intended User

The Client is the Intended User of this memorandum. We understand that our deliverable will also be distributed to Registered Investment Advisors (RIAs), broker-dealers, brokers, their investment clients and accredited investors, or similar users in their evaluation of an offering. The Client agrees that such distribution of this report would not constitute an authorized disclosure under paragraph 4(c) of the Standard Terms and Conditions included as Appendix I of the engagement letter and such distribution will be subject to Client indemnification under paragraph 8(b) of those Standard Terms and Conditions.

Standard of Value

The standard of value for financial reporting is fair value, which is defined in ASC Topic 820, *Fair Value Measurement,* as:

The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Effective Date of Value

The report contains estimated fair values as of June 30, 2026.

Effective Date of Report

The effective date of the report is July 14, 2026.

Premise of Value

Inherent in the definition of value is the premise used to measure the fair value of an asset which assumes that a market participant would use the asset at its highest and best use. The highest and best use of a nonfinancial asset takes into account the use that is physically possible, legally permissible, and financially feasible. The current use of a nonfinancial asset is presumed to be its highest and best use unless the market or other facts suggest that a different use by market participants would maximize the value of the asset. The highest and best use of a nonfinancial asset might provide maximum value to market participants through its use in combination with other assets or other assets and liabilities as a group or on a standalone basis. Assumptions about the highest and best use of a nonfinancial asset should be consistent for all of the assets of the group.

Market Participant Assumption

Fair value is a market-based measurement rather than an entity-specific measurement. Market participants are buyers and sellers in the principal (or most advantageous) market for the asset or liability that have all of the following characteristics:

- Independent of the reporting entity (that is, they are not related parties)
- Knowledgeable, having a reasonable understanding about the asset or liability and the transaction, based on all available information, including information that might be obtained through due diligence efforts that are usual and customary
- Able to transact for the asset
- Willing to transact for the asset (that is, they are motivated but not forced or otherwise compelled to do so)

Environmental Conditions

We are unaware of any environmental contamination at the Subject Properties. Our estimated values are predicated on the assumption that there is no such environmental condition on or in the property or in such proximity thereto that it would cause a loss in value.

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Scope of Analysis

The scope of our services involved research, analysis, and due diligence to develop estimated fair values of the Portfolio. We collected and reviewed information for the Portfolio including: location, building size, tenancy, and acquisition details for each Subject Property. Market data and valuation benchmarks were researched, analyzed, and interviews were conducted with ExchangeRight Real Estate personnel familiar with the Portfolio. Estimates of fair value were based on our analysis as supported by the most reliable and appropriate data.

In completing our engagement, we utilized the income approach (i.e., discounted cash flow) to value the Portfolio. Additional specific tasks performed may include the following:

- Held interviews with Management regarding ExchangeRight Real Estate's historical valuation methodology, expertise of the Portfolio, and industry expertise.
- Independently researched portfolio transactions deemed comparable to ExchangeRight; and individual property transactions.
- Reviewed third party market reports; and
- Independently reviewed tenant leases for the Subject Properties.

As a secondary test of reasonableness under the Income Approach, we researched comparable transactions and listings (to the extent available). KPMG will research recent available portfolio and individual sales and listings deemed to be comparable to the subject portfolio. KPMG will consider available data from the transactions and listings in validating a secondary valuation metric which is often considered for income-producing properties that are stabilized (i.e., implied going-in capitalization rate).

This is a limited scope valuation analysis presented in a Restricted Appraisal Report format, as defined by USPAP Standard 2-2b. A Restricted Appraisal Report presents limited discussions of the data, reasoning and analysis that were used in the valuation analysis to develop opinions of value. Supporting documentation concerning the data, reasoning and analysis is retained in our files for reference. The use of this limited scope appraisal is restricted to the client and the intended use as stated.

Extraordinary assumptions

This appraisal makes use of certain extraordinary assumptions, any of which, if inaccurate, could lead to different valuation results. The extraordinary assumptions relied upon are as follows:

- As part of ExchangeRight Real Estate's acquisition process, physical inspections are performed by third-party licensed national firms and Title insurance is obtained for each of the properties by national title companies. Our analysis did not include the independent verification of the physical and legal characteristics of the Subject Properties via physical inspections.
- As part of ExchangeRight Real Estate's process, third-party environmental reports are obtained from national firms prior to the acquisition of each property. However, we are not licensed or qualified to perform valuations on property environmental contamination issues. As we have not been informed of any environmental hazards, our review assumes that there are no adverse environmental conditions or toxic materials that might adversely impact the value of the Subject Properties.
- Retail sales on a property-by-property basis were unavailable, as not all tenants are required to provide sales pursuant to their lease, and limited historical operating data was provided. We have assumed the retail sales and operating figures are consistent with Management's expectations.
- Certain of the Subject Properties' leases contain percentage rent clauses that entitles the landlord to additional rent if certain sales targets are attained by the respective tenant. We have assumed that percentage rent thresholds will not be attained and did not include any percentage rent cash flows within our valuation analysis.

Hypothetical conditions

This appraisal does not make use of any hypothetical conditions.

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Valuation overview

Generally accepted valuation practice indicates that assets and liabilities may be valued using a range of methodologies. These methodologies can be broadly classified into three general approaches:

- Income approach
- Market approach
- Cost approach

In any valuation study, all three approaches are considered, but reliance is placed on the approach or approaches deemed most indicative of value.

Income approach

The income approach is used to estimate fair value based on the income streams, such as cash flows or earnings, that an asset can be expected to generate. The theory underlying this approach is that the realistic valuation of any investment in an income-producing asset is directly related to the future income attributable to such asset.

There are two primary methods of applying the income approach to determine the fair value of assets: the discounted cash flow (DCF) method and the direct capitalization method.

The DCF method involves estimating the future cash flow of an asset for a certain discrete period and discounting to a present value. If the cash flow stream is expected to continue beyond the discrete period, the reversionary or terminal value is estimated and discounted to present value. The discount rate selected is based on consideration of the risks inherent in the investment and market rates of return available from alternative investments of similar type and quality as of the valuation.

The direct capitalization method capitalizes net operating income based on the projected revenues and operating expenses for one period. The net operating income is divided by an overall capitalization rate to estimate the fair value of the asset.

Market approach

Under the market approach, the fair value of an asset reflects the price at which comparable assets are purchased under similar circumstances. Use of the market approach requires that comparable transactions be available and may include:

- The recent sales price of the same or similar asset in an arm's-length transaction
- The market price for the license of a similar asset to an independent third party

A major attraction of the market approach is its simple application when comparable transactions are available. This situation is most commonly found when an asset is widely marketed to third parties. The primary drawback of the market approach is the availability of comparable transactions within a recent date upon which to establish fair value.

There is one primary technique in applying the market approach to valuing real property. Specifically, sales of comparable properties are analyzed, and a unit of comparison is used such as price per square foot of building area or price per acre of land area. Adjustments are applied to the unit of comparison from an analysis of comparable sales and the adjusted unit of comparison is then used to derive a fair value estimate.

Cost approach

The cost approach determines the value of an asset as an estimate of the current cost to reproduce or replace the asset (RCN), less all applicable forms of incurred depreciation. This is based upon the principle of substitution, which states that a prudent investor would pay no more for an asset than the amount necessary to reproduce or replace the asset. To the extent that the asset being valued provides less utility than the new one, the value of that asset is less than the RCN. Accordingly, the RCN is adjusted for losses in value due to all forms of depreciation: physical depreciation, functional obsolescence and economic obsolescence, as applicable.

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Valuation approaches developed

We utilized the income approach in the valuation of the Subject Assets. We selected the methodologies which we believe to be most applicable and yield the most reliable value conclusions. The reasons for excluding a specific valuation approach are summarized below:

- **Exclusion of the cost approach** – the cost approach was not developed as there is sufficient market data available to analyze sufficient income and expense data to develop an income approach. Additionally, due to the difficulty in estimating physical depreciation, the cost approach was not developed.
- **Exclusion of the market approach** – the market approach was not developed due to the unique tenant mix that the Portfolio comprises. Comparable transactions were generally for properties with like-kind tenants that carry dissimilar economic characteristics.

We feel the developed valuation approach best represents the methodology that would be considered by market participants.

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Valuation Procedures

Overview

The business operations are supported by primarily net-leased necessity-based retail and healthcare properties located throughout the U.S. as presented in Appendix D.

Ownership of the Subject Properties

To our knowledge, the Essential Income REIT has acquired a leased fee interest in the Subject Properties. As of the Valuation Date, the 436 properties included in this valuation are owned by the ExchangeRight Essential Income REIT.

Property rights appraised

We appraised the fee simple, leased fee and leasehold interest of the acquired assets as of the Valuation Date. The definition of the fee simple estate, as defined by The Dictionary of Real Estate Appraisal, Sixth Edition, published by the Appraisal Institute, is provided below:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

The definition of the leased fee interest, as defined by The Dictionary of Real Estate Appraisal, Sixth Edition, published by the Appraisal Institute, is as follows:

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (leased fee owner) and the lessee are specified by contract terms contained within the lease.

The definition of the leasehold interest, as defined by The Dictionary of Real Estate Appraisal, Seventh Edition, published by the Appraisal Institute, is as follows:

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Real property use

The real property appraised is used in retail purposes as of the Valuation Date. This use is consistent with the real property use reflected within this appraisal.

Highest and best use

- *As Vacant* - ExchangeRight owns retail zoned land within varying markets throughout the U.S. We believe the highest and best use of the land, as vacant, would be for current development in accordance with the applicable zoning allowances.
- *As Improved* - The current use of the asset group is generally for retail purposes in connection with ExchangeRight's business. The highest and best use of the asset group, as improved, is considered to be its current use as part of a going concern retail business based upon the projected financial performance of the business.

Marketing and exposure time

We estimated the marketing time applicable to the appraised real property as being 12 months from the Valuation Date. We have estimated the applicable exposure time of the real property as being 12 months from the Valuation Date.

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Valuation Data

We relied upon and did not corroborate certain data provided by Management for the valuation analysis. The primary data that we received includes, but is not limited to, the following:

- Real property listing: a master list of all leased properties included within the analysis as of the Valuation Date.
- Leases and lease amendments: the lease files provided data such as property type, address, lease terms, and rent details for the leased real property.
- Estoppels and move in notices: the documents utilized to verify commencement of leases for build to suit properties.
- Property surveys: the documents that verified the size of each leased premise.

Additional secondary data was provided and considered as necessary in our analysis.

We performed certain procedures to compare our projections and cash flow data to certain information provided by the Client. However, we as valuation consultants, have not audited any data received from the Client, and we express no opinion or other form of assurance regarding the accuracy or fairness of presentation related to such Client provided data.

Income approach

We developed the DCF method in applying the income approach to value the Portfolio.

Discounted Cash Flow (DCF) Method

We first projected annual net operating income over the forecast period in developing the DCF Method. We considered each property's historical operating performance as well as available financial market data when developing the projected cash flow projections and forecast period. The end of the forecast period reflects a stabilized level of financial performance with a terminal value estimate. The forecasted net operating income, inclusive of the estimated net terminal value, was discounted to present value using a risk related discount rate to estimate fair value.

The following sections include the estimation of revenues and expenses for the Subject Properties as well as the estimation of terminal value and the derivation of the discount rate.

Contractual Revenues

For each property within the Portfolio, we obtained and summarized leases and lease amendments to determine the appropriate terms to input into our DCF model. For built-to-suit properties, we obtained rent commencement letters or estoppels to determine the commencement of cash flows.

Operating Expenses

The Portfolio is comprised of double and triple net-leased properties with many significant remaining lease terms; however, as certain leases roll over during the hold period, insurance and property tax expenses are to be incurred by the landlord, ExchangeRight, during downtime.

We utilized projected expenses based on historical operating results and comparable tenants for the Subject Properties' operating expenses.

Terminal Capitalization Rate

We primarily utilized three comparable public REITs to develop an understanding of an appropriate terminal capitalization rate for the Portfolio. The comparable companies utilized are: Realty Income Corporation (O), Essential Properties Realty Trust, Inc. (EPRT) and Agree Realty Corporation (ADC). Based on the implied capitalization rates of the comparable companies and qualitative adjustments based on comparability of assets, we determined an appropriate implied going-in capitalization rate. Any comparable companies that appeared to be an outlier were disregarded in our analysis.

We also considered the implied going-in capitalization rates of recent transactions of similar properties and the going-in capitalization rates from published net lease sources, Net Lease Advisor and Boulder Group, as well as CoStar. As the Portfolio represents a diverse portfolio of assets with a significant remaining lease term, we noted a reasonable going-in capitalization rate would typically fall below the individual property capitalization rates.

After considering the going-in capitalization rates, we added a premium when contemplating a terminal capitalization rate to account for greater uncertainty regarding distant cash flows at the end of the projection period and to account for the positioning of the properties at the end of the projection against recently constructed properties. Based on the

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approaches detailed above, KPMG concluded on a terminal capitalization rate ranging from 5.65% to 5.85%.

Discount Rate

In order to gain a current perspective on investment rates for the Subject Properties, we placed primary emphasis on two approaches.

First, we considered the weighted average of prevailing corporate bond rates based on the tenant mix of the Portfolio as of March 31, 2026. For properties that did not have publicly traded debt but exhibited investment grade characteristics (e.g. profitability, significant market capitalization, etc.), we estimated a credit rating of BBB-, similar to many of the other tenants represented in the Portfolio. We note, the implied average rating of the Portfolio is BBB. Based on the weighted average of the corporate bond rates, we determined an appropriate discount rate for the Portfolio debt.

Next, we primarily utilized 3 comparable public REITs to determine the required return on equity of the fund. Each comparable public REIT's required return on equity was calculated using the closing stock price as of June 30, 2026 along with the Adjusted Funds From Operations (AFFO) multiple as of June 30, 2026.

Using equal weighting for the calculated cost of equity and cost of debt, the resulting Weighted Average Cost of Capital (WACC) was calculated to be 5.43%.

We also considered the implied going-in capitalization rates and the long-term growth rate of the Portfolio over the 10-year hold period with consideration to inflation changes and outlooks. Refer to appendices for implied going-in capitalization rate analysis and discount sensitivity analysis.

Based on the two approaches detailed above, KPMG concluded on a discount rate ranging from 6.25% to 6.45%.

Market Lease-Up Costs

Lease-up costs include tenant improvement allowances, leasing commissions, renewal probability, and tenant downtime. To determine relevant lease-up costs for the Portfolio, KPMG referenced investor surveys, the Portfolio's historical operating performance, and lease-up data from similar assets in comparable companies' portfolios.

Market Rent

The Portfolio has a weighted average lease term of approximately 5 years. Some Subject Properties have lease exposure during the 10-year hold period. We performed an analysis to identify tenants with the most significant lease exposure based on the size, contractual cash flows, and lease expiry dates. We determined market rent by utilizing discrete rent comparables and adjusting qualitatively for size, condition, and location. This analysis resulted in over 95% of future cash flows covered by either remaining contractual lease term or discrete market rent comparables. For remaining properties, we utilized data analytics from CoStar to develop estimated market rents for each location.

Conclusion of Value

Based on the aforementioned approaches, the estimated range of Fair Value of the Portfolio as of the Valuation Date is estimated to be between $1.655 billion and $1.714 billion.

Other Matters

KPMG analyzed the potential financial impact resulting from the Federal Reserve's attempt to slow inflation by increasing the Federal Funds Rate by 525 basis points from March 2022 to July 2024. Since then, the Federal Reserve has decreased the Federal Funds Rate by 175 basis points from September 2024 to June 2026. The investment real estate market is still processing the impact of this very recent rate volatility and will take time to fully react; however, due to the Portfolio's lease structures and the strength of each tenant's financial position, changing interest rates and market volatility are less impactful on the cash flows generated by the Portfolio. We inquired with Management through the date of this report and expect market participants will seek investments with guaranteed lease structures with the ability to pass through any inflationary impact of increased expenses to tenants. For this reason, we noted that the Portfolio's focus on investment-grade tenants in essential retail and healthcare makes it uniquely positioned to weather economic uncertainties and periods of economic downturn.

As of the report date, KPMG notes economic uncertainty stemming from ongoing international conflicts and related tariff policies. While tariffs implemented by the current administration in 2025 have not historically impacted ExchangeRight's portfolio, the specific effects and implications of the ongoing international conflicts and related tariff policies have not been fully realized or defined as of the valuation date of this report. KPMG will continue to monitor the evolving dynamics of

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international conflicts, tariff policies, and their impacts to ExchangeRight's portfolio. Based on preliminary conversations with Management, KPMG notes the initial impact is likely low given the Portfolio's positioning within the grocery and pharmaceutical sector, which demonstrates inelastic demand, as well as Dollar Tree, Dollar General, and Family Dollar (Dollar Stores), which are anticipated to be less impacted than discretionary retail.

This report (the Report) dated July 14, 2026, has been prepared by KPMG LLP (KPMG) on behalf of ExchangeRight Income Fund (ExchangeRight) and should be read and interpreted solely in its entirety. This Report has been prepared solely for the purpose of providing a quarterly portfolio valuation related to certain real estate investments owned by ExchangeRight. KPMG's role is limited to providing the objective analysis described in this report. In presenting this Report, KPMG takes no view and does not [or cannot] undertake any role that could be fairly interpreted as public policy advocacy and the firm's work is not intended to be used in that context. KPMG accepts no responsibility for its use in that regard.

This Report, any advice, recommendations, information, deliverables, or other work product provided to ExchangeRight derived from such Report is for the exclusive use of ExchangeRight and is not intended to be, and may not be, relied upon by any third party. No party other than ExchangeRight is entitled to rely on this Report for any purpose whatsoever and KPMG accepts no responsibility, liability, or duty of care to any party other than ExchangeRight with respect to this Report and any of its contents.

The scope of our work has been limited by the time, information, and explanations obtained from ExchangeRight and certain third-party sources that are referenced in this Report. KPMG has neither sought to corroborate this information nor to assess its overall relevance, reliability or reasonableness. Further, any results from the analysis contained in this Report are reliant on the information available at the time of writing this Report. KPMG has not updated this Report since the conclusion of its work and this Report should not be used in subsequent periods.

The scope of our work was defined by ExchangeRight and no other parties have agreed to or acknowledged the sufficiency or appropriateness of the scope for the intended purpose or any other purpose. The scope of work may not address all the items of interest to a reader of this report and may not meet the needs of all readers of this report and, as such, readers are responsible for determining whether the scope of work is sufficient and appropriate for their purposes. Consequently, we make no representation regarding the sufficiency or appropriateness of the scope of work either for the purpose for which this report has been requested or for any other purpose.

No representation or warranty, express or implied, is given and no responsibility or liability is or will be accepted by or on behalf of KPMG or by any of its partners, employees, or agents or any other person as to the accuracy, completeness, or correctness of the information contained in this document or any oral information made available, and any such liability is expressly disclaimed.

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KPMG's services constitute an advisory engagement conducted under the American Institute of Certified Public Accountants (AICPA) Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report, or agreed-upon procedures engagement as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors or accountants. Accordingly, these services do not constitute a written communication to third parties by KPMG directly reporting on financial or non-financial data, internal control, or other subject matter or expressing a conclusion or any other form of assurance.

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Appendix A – Real Property Certification

Real property and leasehold interest

We hereby, to our best knowledge and belief, certify the following statements regarding this opinion:

1. The statements of fact contained in this Appraisal Report are true and correct. We have no obligation to update the report or value opinions for information that comes to our attention after the date of this report.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, unbiased professional analyses, opinions, and conclusions. Our conclusions are limited to the intended users outlined in the valuation report.

3. We have no present or prospective interest in the properties that are the subject of this report, and we have no personal interest with respect to the parties involved.

4. We have performed other services as an appraiser regarding the real property assets that are the subject of this report within the three- year period immediately preceding acceptance of this assignment.

5. We have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment.

6. Our compensation for completing this engagement is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client or the Company, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.

7. The report analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the American Institute of Certified Public Accountants' Statement on Standards for Valuation Services.

8. The signers of this report have not made a personal inspection of the properties that are the subject of this report.

9. We are subject to the code of professional ethics and standards of professional conduct and are in compliance with the certification programs of the professional appraisal organizations of which we are members.

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10. The economic and industry data considered in this valuation have been obtained from various printed or electronic reference sources that we believe to be reliable. We have not performed any corroborating procedures to substantiate that data.

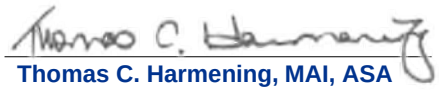
11. We have not utilized the work of third-party specialists within this valuation assignment.

12. In addition to the persons signing this certification, significant real property appraisal assistance was provided by Andrew Circolone and Alexis Fernando. This assistance included roles in all aspects of our assignment scope including, but not limited to, comparable and market data collection, review or application of the valuation methodology and analysis and reconciliation.

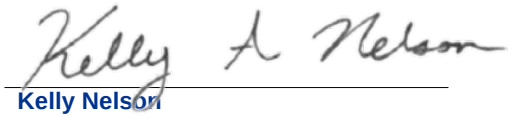
13. As of the date of this report, Thomas C. Harmening, MAI, ASA and David Aglira, MAI, ASA have completed the continuing education program for Designated Members of the Appraisal Institute.

14. As of the date of this report, Kelly Nelson has completed the Standards and Ethics Education Requirements for Associate Members of the Appraisal Institute.

15. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Thomas C. Harmening, MAI, ASA
Principal



Kelly Nelson
Manager

Concurring Partner Review by David Aglira, MAI, ASA

Assisted by:

Andrew Circolone, Senior Associate; Alexis Fernando, Associate

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Appendix B – Valuation services limiting assumptions

1. **Nature of Opinion**. Neither our opinion nor our report are to be construed as a fairness opinion as to the fairness of an actual or proposed transaction, a solvency opinion, or an investment recommendation, but, instead, are the expression of our determination of the fair market value of the Subject Assets between a hypothetical willing buyer and a hypothetical willing seller in an assumed transaction on an assumed valuation date. For various reasons, the price at which the Subject Assets might be sold in a specific transaction between specific parties on a specific date might be significantly different from the fair value expressed in our report.
2. **Going Concern Assumption, No Undisclosed Contingencies**. Our analysis (i) assumes that as of the Valuation Date the Company and its assets will continue to operate as configured as a going concern; (ii) is based on the past and present financial condition of the Company and its assets as of the Valuation Date; and (iii) assumes that the Company had no undisclosed real or contingent assets or liabilities, no unusual obligations or substantial commitments, other than in the ordinary course of business, nor had any litigation pending or threatened that would have a material effect on our analysis.
3. **Reliance on Forecasted Data**. Any use of management's projections or forecasts in our analysis does not constitute an examination or compilation of prospective financial statements in accordance with standards established by the American Institute of Certified Public Accountants (AICPA). We do not express an opinion or any other form of assurance on the reasonableness of the underlying assumptions or whether any of the prospective financial statements, if used, are presented in conformity with AICPA presentation guidelines. Further, there will usually be differences between prospective and actual results because events and circumstances frequently do not occur as expected and those differences may be material.
4. **Verification of Legal Description or Title**. We have made no investigation of legal description or title and have assumed that owner(s) claims to property are valid. No consideration will be given to liens or encumbrances which may be against the property except as specifically stated as part of the financial statements you provide to us as part of this engagement. Full compliance with all applicable federal, state and local zoning, environmental, and similar laws and regulations is assumed, unless otherwise stated, and responsible ownership and competent management are assumed.
5. **Verification of Hazardous Conditions**. We will not investigate the extent of any hazardous substances that may exist as we are not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation or other hazardous substances or environmental conditions may affect the value of the property, the value will be estimated predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility will be assumed for any such conditions, or for any expertise or engineering

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knowledge required to discover them.

6. **Condition of Property**. We assume no liability whatsoever with respect to the condition of the subject properties for hidden or unapparent conditions, if any, of the subject properties, subsoil or structures, and further assume no liability or responsibility whatsoever with respect to the correction of any defects which may now exist or which may develop in the future. Equipment components considered, if any, were assumed to be adequate for the needs of the property's improvements, and in good working condition, unless otherwise reported.

7. **Zoning**. It is assumed that all public and private zoning and use restrictions and regulations had been complied with, unless nonconformity was stated, defined and considered in the report.

8. **The Americans with Disabilities Act (ADA)**. The ADA became effective January 26, 1992. We will not make a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more requirements of the ADA. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we will not consider possible non-compliance with the requirements of the ADA in estimating the value of the property.

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Appendix C – Sources of data

- Copies of real property lease agreements and modifications
- Economic and industry reports
- ARGUS Enterprise property files
- Deal model prepared by Management
- Historical sales data
- Interviews with Management concerning historical and forecasted information
- Listing of locations and facilities
- Property survey reports

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Appendix D – Schedules

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ExchangeRight Essential Income REIT

Schedule 1

Property Listing

Property Number	Property Name	Building Area (Sqft)	Essential Income REIT Acquisition Date
1	A Plus Childcare and Learning Academy - Indianapolis (Crawfordsville), IN	11,475	11/1/2021
2	Adult and Child Health - Indianapolis (E. Washington), IN	5,994	10/15/2019
3	Advance Auto Parts - Allentown (West Allen), PA	6,900	10/15/2019
4	Advance Auto Parts - Burleson (Wilshire), TX	6,892	10/27/2022
5	Advance Auto Parts - Chicago (Cottage), IL	6,133	7/26/2022
6	Advance Auto Parts - Columbus (East Main), OH	6,987	3/20/2026
7	Advance Auto Parts - Dalton (South Thorton), GA	6,400	8/31/2022
8	Advance Auto Parts - Eau Claire (Hastings), WI	12,116	3/25/2021
9	Advance Auto Parts - El Paso (Doniphan), TX	11,296	8/24/2022
10	Advance Auto Parts - Gillette (Douglas), WY	7,023	9/14/2022
11	Advance Auto Parts - Greensboro (Randleman), NC	6,864	10/27/2022
12	Advance Auto Parts - Greenville (Pleasantburg), SC	6,803	12/18/2019
13	Advance Auto Parts - Heath (Hebron), OH	6,806	12/18/2019
14	Advance Auto Parts - Houston (Richey), TX	6,936	10/29/2020
15	Advance Auto Parts - Humble (Atascocita), TX	6,923	3/20/2026
16	Advance Auto Parts - Jackson (West Monroe), MI	6,779	3/26/2026
17	Advance Auto Parts - Kenosha (52nd St), WI	7,973	12/9/2021
18	Advance Auto Parts - Machesney Park (W Lane Rd), IL	6,128	2/9/2022
19	Advance Auto Parts - Milwaukee (76th), WI	6,839	10/27/2022
20	Advance Auto Parts - Mokena (La Grange), IL	6,824	11/1/2021
21	Advance Auto Parts - Natrona Heights (Broadview), PA	6,412	9/7/2022
22	Advance Auto Parts - New Bern (Glenburnie), NC	7,050	8/31/2022
23	Advance Auto Parts - New Iberia (East Admiral), LA	6,709	10/15/2019
24	Advance Auto Parts - Norcross (Holcomb), GA	6,907	11/1/2021
25	Advance Auto Parts - Normal (Main), IL	6,899	3/2/2022
26	Advance Auto Parts - Pasco (West Court), WA	6,874	3/26/2026
27	Advance Auto Parts - San Angelo (N Main), TX	6,738	4/1/2022
28	Advance Auto Parts - San Antonio (Nacogdoches), TX	6,869	3/20/2026
29	Advance Auto Parts - St. Louis (Morganford), MO	7,642	3/2/2022
30	Advance Auto Parts - Steubenville (North 7th), OH	6,877	12/18/2019
31	Advance Auto Parts - Superior (Tower), WI	6,831	8/31/2022
32	Advance Auto Parts - Travelers Rest (Walnut), SC	6,891	6/24/2022
33	Advance Auto Parts - Zion (Sheridan), IL	6,543	3/2/2022
34	Archana Grocery - Reynoldsburg (East Main), OH	9,293	9/29/2020
35	Athletico Physical Therapy - Chicago (Commercial), IL	3,351	3/25/2021
36	AutoZone - Carpentersville (Western), IL	7,673	12/9/2021
37	AutoZone - Clarksville (Fort Campbell), TN	7,380	9/7/2022
38	AutoZone - Garner (Fayetteville), NC	6,942	10/15/2019
39	AutoZone - Johnson City (Roan), TN	9,565	10/27/2022
40	AutoZone - Kentwood (28th Street), MI	15,420	3/26/2026
41	AutoZone - Leland (Village Road), NC	6,782	3/26/2026
42	AutoZone - San Antonio (Blanco), TX	5,418	9/7/2022
43	BioLife Plasma Services - Cordova (Bellevue), TN	16,767	3/20/2026
44	BioLife Plasma Services - Glendale (59th), AZ	15,378	8/31/2023
45	BioLife Plasma Services - Las Vegas (Maryland), NV	15,470	12/23/2020
46	BioLife Plasma Services - McDonough (Plaza), GA	15,807	12/22/2025
47	BioLife Plasma Services - Tampa (Waters), FL	14,782	5/30/2024
48	CVS Pharmacy - Bolingbrook (Boughton), IL	13,052	11/1/2021
49	CVS Pharmacy - Gadsden (Meighan), AL	12,422	10/29/2020
50	CVS Pharmacy - Novi (Beck), MI	13,064	8/31/2023
51	CVS Pharmacy - Richmond (18th), IN	10,828	7/26/2022
52	CVS Pharmacy - Rome (Maple), GA	10,167	8/24/2022
53	CVS Pharmacy - Spartanburg (Garner), SC	13,136	10/27/2022
54	CVS Pharmacy - Waukegan (Washington), IL	10,896	6/25/2026
55	Dollar General - Aiken (Redds), SC	9,136	6/24/2022
56	Dollar General - Alamogordo (E. 10th), NM	10,640	8/22/2025
57	Dollar General - Alexandria (Broadway), LA	9,148	10/27/2022
58	Dollar General - Allen Park (Allen), MI	9,604	6/25/2026
59	Dollar General - Alorton (Bond), IL	9,297	12/18/2019
60	Dollar General - Altoona (14th), PA	7,602	7/26/2022
61	Dollar General - Amherst (Telegraph), OH	9,262	9/14/2022
62	Dollar General - Auburn (Minot), ME	9,406	6/25/2026
63	Dollar General - Baton Rouge (Greenwell), LA	9,017	11/1/2021

ExchangeRight Essential Income REIT

Schedule 1

Property Listing

Property Number	Property Name	Building Area (Sqft)	Essential Income REIT Acquisition Date
64	Dollar General - Baton Rouge (Hooper), LA	9,123	3/2/2022
65	Dollar General - Baton Rouge (Plank), LA	9,212	7/26/2022
66	Dollar General - Baton Rouge (Satin), LA	7,472	8/31/2023
67	Dollar General - Battle Creek (Columbia), MI	11,724	6/25/2026
68	Dollar General - Battle Creek (Emmett), MI	9,195	11/19/2024
69	Dollar General - Beaumont (Major), TX	9,170	9/26/2019
70	Dollar General - Belleville (Eiler), IL	9,126	6/24/2022
71	Dollar General - Belton (Scott), MO	9,229	3/26/2026
72	Dollar General - Birmingham (3rd), AL	10,987	3/25/2021
73	Dollar General - Birmingham (Jefferson), AL	9,096	3/25/2021
74	Dollar General - Bristol (Martin Luther King), TN	9,198	3/26/2026
75	Dollar General - Broad Brook (Main), CT	9,585	6/25/2026
76	Dollar General - Brunswick (Altama), GA	9,194	6/25/2026
77	Dollar General - Burlington (Chapel Hill), NC	12,589	9/7/2022
78	Dollar General - Butler (Evans), PA	9,475	3/2/2022
79	Dollar General - Byron (Peach), GA	9,120	10/27/2022
80	Dollar General - Chattanooga (Ringgold), TN	9,100	3/26/2026
81	Dollar General - Chicago (Kedzie), IL	9,626	9/26/2019
82	Dollar General - Cincinnati (North Bend), OH	9,233	12/18/2019
83	Dollar General - Cleveland (Fulton), OH	7,598	3/26/2026
84	Dollar General - Columbia (Monticello), SC	9,153	6/24/2022
85	Dollar General - Conway (Highway 65), AR	9,135	9/7/2022
86	Dollar General - Copley (Cleveland), OH	11,130	3/20/2026
87	Dollar General - Cranston (Dyer), RI	8,364	3/31/2021
88	Dollar General - DeLand (Spring Garden), FL	9,281	8/31/2023
89	Dollar General - Delhi (Stephens), CA	9,075	6/11/2026
90	Dollar General - Denham Springs (Arnold), LA	9,187	6/24/2022
91	Dollar General - Denham Springs (Hwy 16), LA	9,147	12/18/2019
92	Dollar General - Dothan (Westgate), AL	9,145	10/29/2020
93	Dollar General - Douglasville (Riley), GA	9,291	8/31/2022
94	Dollar General - Dupo (Transpoint), IL	9,230	12/18/2019
95	Dollar General - Elizabeth (Scenery), PA	9,325	7/26/2022
96	Dollar General - Evansville (Mariner), IN	9,201	3/2/2022
97	Dollar General - Fairborn (Maple), OH	9,428	8/24/2022
98	Dollar General - Fayetteville (Strickland), NC	9,220	7/26/2022
99	Dollar General - Fort Smith (Mussett), AR	9,303	9/7/2022
100	Dollar General - Franklin (SR 122), OH	9,400	8/31/2023
101	Dollar General - Fresno (Elm), CA	9,209	3/30/2023
102	Dollar General - Gadsden (Countryman Hwy), AL	10,833	11/1/2021
103	Dollar General - Gastonia (South York), NC	9,169	12/18/2019
104	Dollar General - Girard (Churchill), OH	10,925	8/31/2023
105	Dollar General - Goshen (State Road), IN	9,413	11/1/2021
106	Dollar General - Grand Rapids (State), MI	8,691	6/25/2026
107	Dollar General - Grandview (140th), MO	7,642	3/26/2026
108	Dollar General - Gretna (Behrman), LA	9,170	8/31/2022
109	Dollar General - Griffin (Williamson), GA	9,260	3/20/2026
110	Dollar General - Gulfport (Three Rivers), MS	9,337	4/1/2022
111	Dollar General - Hamilton (Millville), OH	9,511	12/18/2019
112	Dollar General - Hammond (Airport), LA	9,111	11/1/2021
113	Dollar General - Hammond (Happywoods), LA	9,195	12/18/2019
114	Dollar General - Hammond (Wardline), LA	9,209	6/25/2026
115	Dollar General - Harvey (Westbank), LA	12,441	9/14/2022
116	Dollar General - Hickory (Hwy 70), NC	8,963	12/18/2019
117	Dollar General - Hickory (Lenoir), NC	9,054	12/18/2019
118	Dollar General - Houston (Airtex), TX	7,534	11/19/2024
119	Dollar General - Houston (Crosstimbers), TX	8,373	9/26/2019
120	Dollar General - Huntsville (FM), TX	9,195	3/25/2021
121	Dollar General - Huntsville (Montgomery), TX	9,195	3/25/2021
122	Dollar General - Jackson (Morrel), MI	8,000	6/25/2026
123	Dollar General - Jermyn (Washington), PA	9,228	3/2/2022
124	Dollar General - Johnson City (Broadway), TN	9,064	8/24/2022
125	Dollar General - Johnson City (Roan), TN	9,261	3/26/2026
126	Dollar General - Johnstown (Frankstown), PA	10,810	12/31/2025

ExchangeRight Essential Income REIT

Schedule 1

Property Listing

Property Number	Property Name	Building Area (Sqft)	Essential Income REIT Acquisition Date
127	Dollar General - Kansas City (Cookingham), MO	9,325	2/9/2022
128	Dollar General - Knoxville (Circle Oak), TN	9,096	10/29/2020
129	Dollar General - Knoxville (Elm), TN	9,200	10/29/2020
130	Dollar General - Lakeland (Knights), FL	9,189	8/24/2022
131	Dollar General - Lambertville (Sterns), MI	7,619	11/19/2024
132	Dollar General - Lansing (Waverly), MI	9,355	6/25/2026
133	Dollar General - Leesport (Centre), PA	9,162	3/2/2022
134	Dollar General - Lewistown (Juniata), PA	10,678	8/22/2025
135	Dollar General - Lima (Jameson), OH	9,207	3/26/2026
136	Dollar General - Louisville (Ravenna), OH	9,154	9/14/2022
137	Dollar General - Lubbock (Milwaukee), TX	9,220	6/11/2026
138	Dollar General - Mableton (Mableton), GA	9,301	8/24/2022
139	Dollar General - Mandeville (Hwy 59), LA	9,193	9/14/2022
140	Dollar General - Marion (Bellefontaine), OH	9,220	9/7/2022
141	Dollar General - McAdoo (South Hancock), PA	9,153	10/15/2019
142	Dollar General - McAllen (Mile 7), TX	10,643	6/6/2025
143	Dollar General - Medina (Lafayette) OH	10,715	6/6/2025
144	Dollar General - Middletown (South Dixie), OH	9,187	3/26/2026
145	Dollar General - Mishawaka (East McKinley), IN	9,263	11/19/2024
146	Dollar General - Nashville (Stewarts), TN	12,750	8/24/2022
147	Dollar General - Norton (Eastern), OH	9,327	6/24/2022
148	Dollar General - Norton Shores (E Pontaluna), MI	9,304	3/30/2021
149	Dollar General - Odessa (FM 1936), TX	9,274	7/26/2022
150	Dollar General - Oklahoma City (23rd Street), OK	8,591	9/26/2019
151	Dollar General - Panama City (US-231), FL	9,371	7/26/2022
152	Dollar General - Penns Grove (Virginia), NJ	9,403	6/25/2026
153	Dollar General - Pensacola (Lillian Hwy), FL	10,857	9/7/2022
154	Dollar General - Petersburg (S Crater), VA	9,100	2/9/2022
155	Dollar General - Pine Bluff (Camden Road), AR	10,947	9/7/2022
156	Dollar General - Pittsburgh (Saltsburg), PA	9,188	12/31/2025
157	Dollar General - Pleasant Grove (4th Street), AL	9,108	8/8/2019
158	Dollar General - Port Huron (Michigan), MI	10,923	3/25/2026
159	Dollar General - Prattville (McQueen), AL	9,029	6/25/2026
160	Dollar General - Reynoldsburg (Main), OH	7,623	9/14/2022
161	Dollar General - Richmond (Hull), VA	7,310	2/9/2022
162	Dollar General - Rockford (Charles), IL	11,998	3/25/2021
163	Dollar General - Romulus (Van Born), MI	9,367	6/25/2026
164	Dollar General - Rosenberg (Highway 36), TX	9,170	8/24/2022
165	Dollar General - San Angelo (Lutheran), TX	9,266	8/24/2022
166	Dollar General - Sheffield Lake (Colorado), OH	9,509	9/7/2022
167	Dollar General - Shreveport (MLK Dr.), LA	9,135	8/31/2022
168	Dollar General - Slidell (Gause), LA	12,480	3/25/2021
169	Dollar General - Soddy Daisy (Sequoyah), TN	10,700	11/19/2024
170	Dollar General - St. Amant (Highway 431), LA	9,091	11/1/2021
171	Dollar General - Sugar Creek (US Hwy 24), MO	8,812	11/1/2021
172	Dollar General - Sumter (Church), SC	9,239	8/31/2022
173	Dollar General - Superior (Belknap), WI	9,493	10/29/2020
174	Dollar General - Tallahassee (Tennessee), FL	9,175	10/27/2022
175	Dollar General - Tampa (Columbus), FL	9,194	3/2/2022
176	Dollar General - Temple (57th), TX	9,150	6/25/2026
177	Dollar General - Toledo (Bancroft), OH	9,367	3/20/2026
178	Dollar General - Toledo (Monroe), OH	9,300	9/7/2022
179	Dollar General - Trotwood (Salem), OH	7,597	8/24/2022
180	Dollar General - Tulsa (46th St.), OK	9,204	2/9/2022
181	Dollar General - Valdosta (Bemiss), GA	9,300	10/27/2022
182	Dollar General - Vernon (Talcottville), CT	9,262	10/15/2019
183	Dollar General - Walbridge (Drouillard), OH	9,038	10/29/2020
184	Dollar General - Walker (Florida), LA	12,526	6/24/2022
185	Dollar General - Warren (Niles), OH	7,516	9/14/2022
186	Dollar General - Washington (Jefferson), PA	11,053	3/2/2022
187	Dollar General - Waterloo (West 5th), IA	9,201	9/26/2019
188	Dollar General - Westland (Merriman), MI	9,195	6/25/2026
189	Dollar General - Wyoming (Division), MI	10,472	6/25/2026

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Property Number	Property Name	Building Area (Sqft)	Essential Income REIT Acquisition Date
190	Dollar General - Xenia (Dayton), OH	10,751	8/24/2022
191	Dollar General - Youngstown (Belmont), OH	9,359	3/20/2026
192	Dollar General - Youngsville (Milton), LA	9,090	11/19/2024
193	Dollar General - Zanesville (Pike), OH	9,289	6/24/2022
194	Dollar General Market - Benton Harbor (Territorial), MI	10,717	12/17/2024
195	Dollar Tree - Abilene (Ambler), TX	8,540	9/29/2020
196	Dollar Tree - Beech Island (Jefferson), SC	9,692	11/19/2024
197	Dollar Tree - Bessemer (Morgan), AL	10,466	4/1/2022
198.1	Dollar Tree - Brook Park (Snow), OH	10,000	3/31/2021
198.2	Giant Eagle - Brook Park (Snow), OH	80,000	3/31/2021
198.3	Get Go - Brook Park (Snow), OH	1,836	3/31/2021
199.1	Dollar Tree - Christiansburg (Laurel), VA	19,819	6/25/2026
199.2	Hobby Lobby - Christiansburg (Laurel), VA	55,995	6/25/2026
200	Dollar Tree - Davenport (Locust), IA	10,343	4/1/2022
201	Dollar Tree - Ewing (Scotch), NJ	9,585	6/11/2026
202.1	Dollar Tree - Fort Wayne (West State), IN	10,000	11/23/2020
202.2	Kroger - Fort Wayne (State), IN	60,782	11/23/2020
203	Dollar Tree - Idaho Falls (Broadway), ID	12,131	6/11/2026
204	Dollar Tree - Jacksonville (New Kings), FL	9,217	10/27/2022
205	Dollar Tree - Mission (FM 492), TX	8,309	9/29/2020
206	Dollar Tree - Montgomery (Kessinger), AL	10,030	6/6/2025
207	Dollar Tree - Shreveport (Market), LA	8,351	3/30/2021
208	Dollar Tree - Summit (63rd Street), IL	11,216	12/9/2021
209	Epic Health and Fitness - Beverly Hills (N Lecanto Highway), FL	14,161	2/9/2022
210	Family Dollar - Alsip (Pulaski), IL	8,222	3/30/2021
211	Family Dollar - Baton Rouge (Choctaw), LA	9,327	12/18/2019
212	Family Dollar - Baton Rouge (Mickens), LA	8,420	3/2/2022
213	Family Dollar - Baton Rouge (Sherwood Dr.), LA	8,380	11/1/2021
214	Family Dollar - Beaumont (Magnolia), TX	10,030	9/26/2019
215	Family Dollar - Birmingham (Dennison), AL	9,273	12/9/2021
216	Family Dollar - Bridge City (Bridge City), LA	8,296	8/31/2023
217	Family Dollar - Chalmette (Judge Perez), LA	9,200	10/27/2022
218	Family Dollar - Cocoa (Fay), FL	8,320	8/31/2022
219	Family Dollar - Columbia (North Main), SC	9,209	9/29/2020
220	Family Dollar - Commerce City (64th Ave), CO	8,000	9/26/2019
221	Family Dollar - Dallas (Seagoville), TX	8,106	12/9/2021
222	Family Dollar - Danville (Main), VA	10,500	2/9/2022
223	Family Dollar - Edinburg (Doolittle), TX	8,261	9/29/2020
224	Family Dollar - Everman (Shelby), TX	8,042	3/30/2021
225	Family Dollar - Houston (Homestead), TX	8,428	3/30/2021
226	Family Dollar - Lafayette (Congress), LA	8,478	10/29/2020
227	Family Dollar - Lafayette (Pinhook), LA	8,481	10/29/2020
228	Family Dollar - Laredo (San Bernardo), TX	8,574	9/29/2020
229	Family Dollar - Laredo (TX-359), TX	8,436	3/26/2026
230	Family Dollar - Myrtle Beach (Socastee), SC	8,532	10/27/2022
231	Family Dollar - Oklahoma City (15th Street), OK	8,536	4/1/2022
232	Family Dollar - Phoenix (67th), AZ	8,300	3/30/2021
233	Family Dollar - Plainville (East), CT	9,219	10/29/2020
234	Family Dollar - Raleigh (Mitchell Mill), NC	8,447	2/9/2022
235	Family Dollar - Ruston (Georgia), LA	8,546	10/27/2022
236	Family Dollar - San Angelo (Junius), TX	8,335	3/26/2026
237	Family Dollar - Scott (Renaud), LA	8,532	10/29/2020
238	Family Dollar - Shreveport (Caddo), LA	9,276	8/31/2022
239	Family Dollar - Shreveport (Hollywood), LA	9,391	6/6/2025
240	Family Dollar - Terrytown (Whitney), LA	9,205	10/15/2019
241	Family Dollar - West Monroe (Cypress), LA	8,320	10/27/2022
242	FedEx - Texarkana (Abernathy), AR	124,747	6/24/2025
243.1	Five Below - Sevierville (Winfield Dunn), TN	8,479	12/28/2021
243.2	HomeGoods - Sevierville (Winfield Dunn), TN	22,244	12/28/2021
243.3	Publix - Sevierville (Winfield Dunn), TN	48,387	12/28/2021
244.1	Food Lion - Greenwood (Highway 25), SC	41,338	12/28/2021
244.2	Vacant - Greenwood (Highway 25), SC	7,128	12/28/2021
245	Fresenius Medical Care - Baton Rouge (Groom), LA	9,568	6/11/2026

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Property Number	Property Name	Building Area (Sqft)	Essential Income REIT Acquisition Date
246	Fresenius Medical Care - Belpre (Main), OH	7,516	9/14/2022
247	Fresenius Medical Care - Bethlehem (Harvard), PA	8,081	7/26/2022
248	Fresenius Medical Care - Chicago (Bishop), IL	10,221	8/24/2022
249	Fresenius Medical Care - Chicago (Vincennes), IL	9,513	9/14/2022
250	Fresenius Medical Care - El Paso (Northwestern), TX	6,961	3/25/2021
251	Fresenius Medical Care - Hammond (Calumet), IN	6,837	9/14/2022
252	Fresenius Medical Care - Lithonia (Evans), GA	7,438	8/24/2022
253	Fresenius Medical Care - Nashville (Riverside), TN	8,800	12/18/2019
254	Fresenius Medical Care - Pasadena (Southmore), TX	11,472	10/23/2025
255	Fresenius Medical Care - Shelbyville (Stonecrest), KY	8,438	6/25/2026
256	Fresenius Medical Care - South Congaree (Ramblin), SC	8,147	11/19/2024
257	Fresenius Medical Care - St. Louis (Hampton), MO	7,540	11/1/2021
258	Fresenius Medical Care - Sumter (Physicians Ln), SC	10,181	3/25/2021
259	Fresenius Medical Care - Vineland (Sherman), NJ	11,250	8/31/2023
260	Fresenius Medical Care - Warren (Enterprise), OH	8,698	3/20/2026
261	GIANT Company - Mechanicsburg (Simpson), PA	51,394	3/26/2026
262	Giant Eagle - Streetsboro (OH-303), OH	68,754	6/11/2026
263	Goodwill - Grafton (Wisconsin), WI	22,000	6/24/2022
264	Goodwill - Skokie (Touhy), IL	20,806	11/1/2021
265	Hobby Lobby - Appleton (Casaloma), WI	73,970	11/19/2024
266	Hobby Lobby - Birmingham (Patrick), AL	55,035	9/14/2022
267	Hobby Lobby - Brunswick (Canal Crossing), GA	55,132	11/1/2021
268	Hobby Lobby - Fort Wayne (Coldwater), IN	74,640	7/26/2022
269	Hobby Lobby - Franklin (S. 27th), WI	53,126	10/29/2020
270	Hobby Lobby - Greenville (Memorial), NC	55,060	8/20/2020
271	Hobby Lobby - Hendersonville (Indian Lake), TN	55,644	11/19/2024
272	Hobby Lobby - Huber Heights (Old Troy), OH	61,504	6/25/2026
273	Hobby Lobby - Lawrenceville (Scenic Highway), GA	54,783	8/31/2022
274	Hobby Lobby - Mansfield (US 287), TX	55,187	3/2/2022
275	Hobby Lobby - Statesville (North Pointe), NC	55,357	9/7/2022
276	Hobby Lobby - Warner Robins (Watson), GA	55,055	8/24/2022
277	Huntington Bank - Kenosha (63rd St), WI	4,542	9/7/2022
278	Hy-Vee - Shakopee (Adams Street), MN	101,225	9/26/2019
279	Kroger - Columbus (Hamilton), OH	61,782	6/11/2026
280	Kroger - Farmington (Middlebelt), MI	43,909	11/24/2020
281	Kroger - Hamilton (S. Erie), OH	95,390	12/18/2019
282	MedSpring - Dallas (Bush), TX	4,634	3/25/2021
283	Napa Auto Parts - Beloit (Fourth), WI	5,809	10/27/2022
284	Napa Auto Parts - Belvidere (Old Beloit), IL	4,904	12/18/2019
285	Napa Auto Parts - Bloomington (Currency), IL	7,698	8/31/2022
286	Napa Auto Parts - Columbus (Main), OH	7,559	6/11/2026
287	Napa Auto Parts - Crystal Lake (Exchange), IL	7,227	9/14/2022
288	Napa Auto Parts - Decatur (North Woodford), IL	6,746	8/31/2022
289	Napa Auto Parts - Freeport (S. Hance), IL	4,938	12/18/2019
290	Napa Auto Parts - Iowa City (Hwy 1), IA	9,733	3/25/2021
291	Napa Auto Parts - Janesville (Woodman), WI	5,985	10/27/2022
292	Napa Auto Parts - Jerome (Wabash), IL	15,294	7/26/2022
293	Napa Auto Parts - Kenosha (30th Ave), WI	9,035	9/7/2022
294	Napa Auto Parts - Madison (Index), WI	8,055	10/29/2020
295	Napa Auto Parts - McHenry (Adams), IL	7,015	9/14/2022
296	Napa Auto Parts - Morton (Detroit), IL	10,585	8/31/2022
297	Napa Auto Parts - Pekin (Broadway), IL	14,858	3/20/2026
298	Napa Auto Parts - Racine (Durand), WI	10,086	9/7/2022
299	Napa Auto Parts - Rockford (State), IL	14,726	8/24/2022
300	Napa Auto Parts - Sun Prairie (Main), Wi	5,342	6/24/2022
301	Napa Auto Parts - Woodstock (Lake), IL	8,657	8/24/2022
302	Octapharma Plasma - Virginia Beach (Newtown), VA	11,293	6/25/2026
303	Old National Bank - Blue Island (Western), IL	14,568	6/9/2021
304	Old National Bank - Melrose Park (Lake), IL	3,345	8/31/2023
305	Old National Bank - Palos Heights (Harlem), IL	23,677	6/9/2021
306	O'Reilly - Avon (Center), OH	6,847	9/7/2022
307	O'Reilly - Chattanooga (Cummings), TN	6,821	10/27/2022
308	O'Reilly - Knoxville (Maynardville), TN	6,500	9/14/2022

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Property Number	Property Name	Building Area (Sqft)	Essential Income REIT Acquisition Date
309	O'Reilly - Lexington (Augusta), SC	7,268	11/19/2024
310	O'Reilly - Slidell (Pontchartrain), LA	6,827	10/27/2022
311	O'Reilly - South Holland (162nd), IL	7,220	3/25/2021
312	O'Reilly - St. Augustine (State Rd), FL	7,182	2/9/2022
313	Pick 'n Save - Grafton (Falls), WI	60,799	3/20/2026
314	Pick 'n Save - Oconomowoc (Wisconsin), WI	60,454	11/19/2024
315	Pick 'n Save - Sun Prairie (Ironwood Drive), WI	60,324	8/31/2023
316	Pick 'n Save - Wales (North Wales), WI	61,082	11/19/2024
317	Pick 'n Save - Wauwatosa (Mayfair), WI	60,754	6/25/2026
318	Pick 'n Save - West Bend (Washington), WI	63,133	6/24/2022
319	PNC Bank, N.A. - Jacksonville (Western), NC	6,061	10/27/2022
320	Publix - Birmingham (Lakeshore), AL	48,387	4/20/2021
321	Ross Stores - Ceres (East Hatch), CA	25,782	10/15/2019
322	Sherwin-Williams - Arlington (Cooper), TX	6,000	10/29/2020
323	Sherwin-Williams - Branson (Hwy 248), MO	4,551	2/21/2025
324	Sherwin-Williams - Naples (Collier), FL	2,699	10/29/2020
325	Sherwin-Williams - Peoria (Pioneer), IL	9,621	3/2/2022
326	Sherwin-Williams - Sherman (Taylor), TX	7,235	10/29/2020
327	Sherwin-Williams - Shreveport (Bert Kouns), LA	6,174	10/29/2020
328	Sherwin-Williams - Winston-Salem (Witt), NC	10,186	8/31/2022
329	Stop & Shop - Andover (Main), MA	102,060	8/17/2021
330	The Christ Hospital - Cincinnati (Blue Ash), OH	9,260	12/9/2021
331	Tractor Supply - Bellefontaine (Main), OH	40,522	3/26/2025
332	Tractor Supply - Chesapeake (Centerville), VA	19,052	9/14/2022
333	Tractor Supply - Chillicothe (Bridge), OH	18,946	10/29/2020
334	Tractor Supply - Collinsville (136th), OK	19,185	7/26/2022
335	Tractor Supply - Conway (Church), SC	24,738	6/24/2022
336	Tractor Supply - Denham Springs (Florida), LA	18,942	4/1/2022
337	Tractor Supply - Egg Harbor Township (Black Horse), NJ	19,039	8/31/2023
338	Tractor Supply - Garden City (Mary), KS	19,024	6/25/2025
339	Tractor Supply - Harrisburg (Allentown), PA	21,722	10/15/2019
340	Tractor Supply - Hollywood (Mervell Dean), MD	19,997	9/14/2022
341	Tractor Supply - Johnson City (Bristol), TN	18,886	10/27/2022
342	Tractor Supply - Kuna (Meridian), ID	21,998	3/2/2022
343	Tractor Supply - Lake Charles (Power Center), LA	18,900	11/19/2024
344	Tractor Supply - Laplace (Hwy 61), LA	19,286	3/25/2021
345	Tractor Supply - Lewiston (Libson), ME	16,272	3/26/2026
346	Tractor Supply - Marion (Marion Waldo), OH	32,457	6/6/2025
347	Tractor Supply - Meraux (Archbishop), LA	18,916	7/26/2022
348	Tractor Supply - Mobile (Schillinger), AL	18,867	3/20/2026
349	Tractor Supply - Noblesville (Pleasant), IN	40,622	6/6/2025
350	Tractor Supply - North Versailles (Mosside), PA	18,814	3/26/2026
351	Tractor Supply - North Windham (Boston Post), CT	19,500	10/15/2019
352	Tractor Supply - Oxford (Lapeer), MI	21,950	8/31/2023
353	Tractor Supply - Royse City (Frontage), TX	22,024	3/2/2022
354	Tractor Supply - Scott (I-10), LA	18,974	9/14/2022
355	Tractor Supply - Springtown (Highway 199), TX	19,054	11/19/2024
356	Tractor Supply - Staunton (Payne), VA	22,676	6/24/2022
357	Tractor Supply - Tallahassee (Tennessee), FL	22,332	3/20/2026
358	Tractor Supply - West Haven (2550 South), UT	22,205	10/27/2022
359	Tractor Supply - Woods Cross (South 1800), UT	22,505	12/18/2019
360	Truist Bank - Lancaster (Good), PA	3,203	6/11/2026
361	Vacant - Beavercreek (Fairfield), OH	6,895	8/24/2022
362	Vacant - Bethany (23rd Street), OK	8,320	2/9/2022
363	Vacant - Cleveland (Broadway), OH	8,404	4/1/2022
364	Vacant - Columbus (Hudson), OH	8,511	9/26/2019
365	Vacant - Greenville (Blue Ridge), SC	8,347	9/29/2020
366	Vacant - Houston (Bay Area), TX	11,989	9/7/2022
367	Vacant - Hutchinson (East 4th), KS	7,200	3/30/2021
368	Vacant - Las Vegas (East Owens), NV	15,632	8/31/2022
369	Vacant - Memphis (Hollywood), TN	9,216	9/26/2019
370	Vacant - Mobile (Dauphin), AL	9,071	8/31/2022
371	Vacant - Roanoke (Melrose), VA	8,403	3/30/2021

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372	Vacant - Rowlett (Rowlett), TX	6,881	4/4/2025
373	Vacant - San Antonio (Bandera), TX	8,320	8/29/2019
374	Valspar - Massillon (Nova), OH	167,230	6/25/2026
375	Verizon Wireless - Bristol (Clear Creek), VA	5,095	6/25/2026
376	Verizon Wireless - Columbia (Columbiana), SC	5,993	6/11/2026
377	Verizon Wireless - Columbia (Garners), SC	4,861	3/20/2026
378	Verizon Wireless - Columbia (Two Notch), SC	6,254	6/24/2022
379	Verizon Wireless - Gastonia (Franklin), NC	5,047	8/24/2022
380	Walgreens - Arlington (Green), TX	13,775	11/1/2021
381	Walgreens - Aurora (Constitution), IL	14,798	11/19/2024
382	Walgreens - Baytown (Garth), TX	13,847	3/2/2022
383	Walgreens - Bedford (Harwood), TX	13,587	8/31/2023
384	Walgreens - Blacklick (Broad), OH	14,489	6/24/2022
385	Walgreens - Bradenton (26th), FL	15,924	3/26/2026
386	Walgreens - Chicago (Archer), IL	15,132	3/25/2021
387	Walgreens - Chicago (Belmont), IL	12,997	7/26/2022
388	Walgreens - Chicago (Central), IL	12,141	7/26/2022
389	Walgreens - Chicago (Foster), IL	12,088	6/25/2026
390	Walgreens - Clinton Township (South Gratiot), MI	13,800	3/26/2026
391	Walgreens - Cordova (Walnut), TN	15,021	6/11/2026
392	Walgreens - Dolton (Sibley), IL	15,059	9/26/2019
393	Walgreens - Dunedin (Main), FL	15,046	3/26/2026
394	Walgreens - Fairfield (Pleasant), OH	14,613	10/29/2020
395	Walgreens - Flint (Saginaw), MI	13,833	11/19/2024
396	Walgreens - Fort Worth (Bryant), TX	13,886	11/19/2024
397	Walgreens - Fort Worth (Lancaster), TX	14,438	12/18/2019
398	Walgreens - Franklin (Center), TN	13,522	8/24/2022
399	Walgreens - Gainesville (13th), FL	13,913	8/24/2022
400	Walgreens - Galesburg (Main), IL	13,592	6/25/2026
401	Walgreens - Geismar (Highway 73), LA	14,498	8/14/2019
402	Walgreens - Grafton (Wisconsin), WI	14,852	9/25/2019
403	Walgreens - Hammond (Calumet), IN	14,439	11/19/2024
404	Walgreens - Hammond (Columbia), IN	13,793	3/2/2022
405	Walgreens - Hesperia (Main), CA	14,507	6/25/2026
406	Walgreens - Homewood (183rd), IL	13,494	3/20/2026
407	Walgreens - Houston (Wallisville), TX	15,014	8/24/2022
408	Walgreens - Huber Heights (Troy), OH	13,892	9/14/2022
409	Walgreens - Independence (US Highway), MO	15,043	11/1/2021
410	Walgreens - Indianapolis (Mann), IN	12,870	6/25/2026
411	Walgreens - Kingston (Wyoming), PA	14,177	3/10/2021
412	Walgreens - Lawrenceville (Clayton), GA	15,066	8/31/2022
413	Walgreens - League City (Main), TX	14,375	7/26/2022
414	Walgreens - Mobile (Government), AL	14,504	3/20/2026
415	Walgreens - Montgomery (Carter Hill), AL	14,762	3/25/2021
416	Walgreens - Naperville (Hassert), IL	15,015	3/25/2021
417	Walgreens - Naples (Airport), FL	15,962	3/26/2026
418	Walgreens - Newport News (Jefferson), VA	14,599	11/19/2024
419	Walgreens - North Aurora (Oak), IL	14,730	11/19/2024
420	Walgreens - North Ridgeville (Center), OH	14,440	3/2/2022
421	Walgreens - Ocala (Silver), FL	15,434	7/26/2022
422	Walgreens - Oldsmar (Tampa), FL	15,083	3/26/2026
423	Walgreens - Orland Park (159th), IL	15,008	11/19/2024
424	Walgreens - Panama City (Tyndall), FL	14,614	10/29/2020
425	Walgreens - Peoria (Knoxville), IL	13,382	11/19/2024
426	Walgreens - Pleasant Prairie (118th), WI	14,745	9/24/2019
427	Walgreens - Saint Joseph (Belt), MO	14,505	6/25/2026
428	Walgreens - St. Louis (Gravois), MO	15,022	3/2/2022
429	Walgreens - Temple Terrace (56th), FL	15,017	3/26/2026
430	Walgreens - Valrico (Bloomingdale), FL	15,896	9/14/2022
431	Walgreens - Waterford (Dixie), MI	13,871	8/31/2023
432	Walgreens - Waukesha (Madison), WI	15,615	6/24/2022
433	Walgreens - West Lafayette (Sagamore), IN	14,472	8/31/2023
434	Walgreens - Yorktown (George Washington), VA	14,728	9/14/2022

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Property Number	Property Name	Building Area (Sqft)	Essential Income REIT Acquisition Date
435	Walmart Neighborhood Market - Huntsville (Jordan), AL	41,848	11/24/2020
436	Walmart Supercenter - Hamilton (Main), OH	222,706	6/11/2026

ExchangeRight Essential Income REIT

Income Approach: Discounted Cash Flow **Schedule 2**

As of June 30, 2026

Projected Cash Flows												
Fiscal Year Ending	**Year 1 Jun-27**	**Year 2 Jun-28**	**Year 3 Jun-29**	**Year 4 Jun-30**	**Year 5 Jun-31**	**Year 6 Jun-32**	**Year 7 Jun-33**	**Year 8 Jun-34**	**Year 9 Jun-35**	**Year 10 Jun-36**	**Terminal Year Jun-37**	**Total**
Rental Income												
Retail												
Potential Base Rent	$95,966,960	$96,864,509	$97,880,775	$98,879,696	$100,046,056	$101,291,949	$102,577,075	$103,717,560	$104,926,439	$106,271,487	$107,639,748	$1,116,062,254
Absorption & Turnover Vacancy	-$1,281,984	-$1,659,391	-$1,431,740	-$1,879,915	-$1,652,205	-$1,420,733	-$2,000,050	-$2,172,174	-$1,271,274	-$1,804,691	-$2,107,929	-$18,682,086
Industrial												
Potential Base Rent	$681,602	$681,602	$681,602	$681,602	$681,602	$681,602	$681,602	$681,602	$681,602	$681,602	$778,325	$7,594,345
Rental Income	**$95,366,578**	**$95,886,720**	**$97,130,637**	**$97,681,383**	**$99,075,453**	**$100,552,818**	**$101,258,627**	**$102,226,988**	**$104,336,767**	**$105,148,398**	**$106,310,144**	**$1,104,974,513**
Total Expense Recoveries	$19,990,646	$20,476,259	$21,011,472	$21,339,489	$21,917,028	$22,391,246	$22,727,217	$23,139,771	$23,784,843	$24,182,460	$24,677,021	$245,637,452
Effective Gross Income	**$115,357,224**	**$116,362,979**	**$118,142,109**	**$119,020,872**	**$120,992,481**	**$122,944,064**	**$123,985,844**	**$125,366,759**	**$128,121,610**	**$129,330,858**	**$130,987,165**	**$1,350,611,965**
Operating Expenses												
Insurance and Property Taxes	$20,256,717	$20,780,190	$21,305,428	$21,784,141	$22,219,825	$22,664,222	$23,117,505	$23,579,855	$24,051,451	$24,532,480	$25,023,131	$249,314,944
CAM and Non-Recoverable	$194,782	$182,459	$181,157	$185,288	$189,245	$193,299	$197,453	$201,707	$206,066	$210,531	$215,103	$2,157,091
Ground Rent	$164,090	$164,090	$164,090	$164,090	$164,090	$164,090	$164,090	$173,320	$176,397	$176,397	$176,397	$1,851,141
Total Operating Expenses	**$20,615,589**	**$21,126,739**	**$21,650,675**	**$22,133,519**	**$22,573,160**	**$23,021,611**	**$23,479,048**	**$23,954,882**	**$24,433,914**	**$24,919,408**	**$25,414,631**	**$253,323,176**
Net Operating Income	**$94,741,635**	**$95,236,240**	**$96,491,434**	**$96,887,353**	**$98,419,321**	**$99,922,453**	**$100,506,796**	**$101,411,877**	**$103,687,696**	**$104,411,450**	**$105,572,534**	**$1,097,288,789**
Leasing and Capital Costs												
Tenant Improvements	$1,589,998	$1,712,584	$1,300,996	$2,152,523	$1,862,807	$2,191,879	$1,736,972	$2,566,188	$2,013,731	$1,853,337	$2,480,679	$21,461,694
Leasing Commissions	$338,526	$557,604	$424,382	$537,014	$508,253	$449,173	$437,016	$734,805	$428,103	$504,992	$590,008	$5,509,876
Total Leasing and Capital Costs	**$1,928,524**	**$2,270,188**	**$1,725,378**	**$2,689,537**	**$2,371,060**	**$2,641,052**	**$2,173,988**	**$3,300,993**	**$2,441,834**	**$2,358,329**	**$3,070,687**	**$26,971,570**
Cash Flow Available For Distribution	**$92,813,111**	**$92,966,052**	**$94,766,056**	**$94,197,816**	**$96,048,261**	**$97,281,401**	**$98,332,808**	**$98,110,884**	**$101,245,862**	**$102,053,121**	**$102,501,847**	**$1,070,317,219**

Projected Cash Flows											
Fiscal Year Ending	**Year 1 Jun-27**	**Year 2 Jun-28**	**Year 3 Jun-29**	**Year 4 Jun-30**	**Year 5 Jun-31**	**Year 6 Jun-32**	**Year 7 Jun-33**	**Year 8 Jun-34**	**Year 9 Jun-35**	**Year 10 Jun-36**	**Terminal Year Jun-37**
Discount Rate	**6.35%**										
Present Value Period	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	10.00
Present Value Factor	0.940	0.884	0.831	0.782	0.735	0.691	0.650	0.611	0.575	0.540	0.540
Present Value of Cash Flows	$87,271,378	$82,195,757	$78,784,417	$73,636,113	$70,599,567	$67,236,462	$63,905,168	$59,953,872	$58,175,461	$55,138,043	$987,032,015

Reversion (11th Year NOI)	
Terminal Cap Rate	5.75%
Year 11 NOI to Capitalize	$105,572,534
Terminal Value	$1,836,044,070
Selling Costs	0.50%
Less: Selling Costs	($9,180,220)
Net Proceeds	**$1,826,863,849**
Present Value Factor	0.540
Discounted Terminal Value	**$987,032,015**

Valuation Statistics			
Net Present Value	$1,683,928,253	**Discount Rate**	**6.35%**
Net Present Value	**$1,683,900,000**	**Terminal Cap Rate**	**5.75%**
Implied Cap Rate	**5.63%**	**Selling Costs**	**0.50%**

Net Present Value Sensitivity Analysis					
	6.25%	6.30%	**6.35%**	6.40%	6.45%
5.65%	$1,714,200,000	$1,707,800,000	$1,701,400,000	$1,695,000,000	$1,688,700,000
5.75%	$1,696,600,000	$1,690,200,000	**$1,683,900,000**	$1,677,600,000	$1,671,400,000
5.85%	$1,679,600,000	$1,673,300,000	$1,667,100,000	$1,660,800,000	$1,654,700,000

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The information contained herein is of a general nature and is not intended to address the circumstances of any particular individual or entity. Although we endeavor to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

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EXHIBIT G

REVOLVING SECURED LINE OF CREDIT AGREEMENT

FIRST AMENDMENT TO AMENDED AND RESTATED UNCOMMITTED SENIOR REVOLVING SECURED LINE OF CREDIT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED UNCOMMITTED SENIOR REVOLVING SECURED LINE OF CREDIT AGREEMENT ("**Amendment**"), is entered into effective as of September 18, 2024 by and between ExchangeRight Real Estate, LLC, a California limited liability company ("**ExchangeRight**"), and ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership ("**Lender**"), with reference to the facts set forth below. All terms with initial capital letters not otherwise defined herein shall have the meanings set forth in the Original Agreement.

RECITALS

A. The parties entered into that certain Amended and Restated Uncommitted Senior Revolving Secured Line of Credit Agreement dated April 4, 2022 (the "**Original Agreement**").

B. The parties now desire to amend the Original Agreement to make revisions to the Original Agreement as the parties deem appropriate.

AGREEMENT

NOW, THEREFORE, with reference to the foregoing Recitals, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Section 6 of the Original Agreement is hereby restated in its entirety to read in full as set forth below:

"6. Facility Payments.

(a) When any SPE Property is sold or transferred (other than to a wholly owned subsidiary of the SPE or a 2nd Tier SPE), in whole or in part, which SPE Property has been acquired using principal drawn from the Facility, ExchangeRight must repay the respective principal balance of the Facility associated with such SPE Property no later than the day before the last day of Lender's fiscal quarter in which the sale or transfer occurs.

(b) The parties acknowledge and agree that beginning July 1, 2024 the following fees shall be payable to Lender in connection with providing the Facility to Lender:

(i) A one quarter percent (0.25%) unused Facility fee (the "**Unused Facility Fee**"), which Unused Facility Fee shall be calculated as the total available Facility amount (i.e., $250,000,000) less the drawn amount and taking the average of that unused Facility balance on a daily basis and multiplying it by an annualized one quarter percent (0.25%) rate, which Unused Facility Fee shall be payable by ExchangeRight quarterly in arrears; and

(ii) A one quarter percent (0.25%) annual access fee (the "**Annual Access Fee**"), which shall be calculated as the total available Facility amount (i.e., $250,000,000) multiplied by an annualized one quarter percent (0.25%) rate on a daily basis, which Annual Access Fee shall be payable by ExchangeRight quarterly in arrears."

2. Miscellaneous

(a) Further Acts. Each party hereto agrees to perform any and all further acts and/or execute and deliver (with acknowledgement, verification, and/or affidavit, if require) any further documents and

instruments, as may be reasonably necessary or desirable to implement and/or accomplish the provisions of this Amendment and the transactions contemplated herein.

(b) Remainder of the Original Agreement. Except as expressly modified hereby all other terms and provisions of the Original Agreement shall remain in full force and effect, are incorporated herein by this reference, and shall govern the conduct of the parties hereto; provided, however, to the extent of any inconsistency between the provisions of the Original Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.

(c) Severability of Provisions. Each provision of this Amendment shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Amendment which are valid, enforceable and legal.

(d) Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in either Tagged Image Format Files or Portable Document Format shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

(e) Entire Agreement. This Amendment and the Original Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

(f) Governing Law. This Amendment shall be governed by, and construed under, the laws of the State of California (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

(g) Amendments. This Amendment may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the parties hereto.

[*Signatures follow on following page.*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Amendment as of the date first set forth above.

ExchangeRight:

ExchangeRight Real Estate, LLC,
a California limited liability company

By: _____
Name: Warren Thomas
Title: Manager

LENDER:

ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership,

By: ExchangeRight Income Fund,
a Maryland statutory trust;
its general partner

By: _____
Name: Warren Thomas
Title: Manager

- Signature Page to First Amendment to Amended and Restated Uncommitted Senior Revolving Secured Line of Credit Agreement dated April 4, 2022 -

AMENDED AND RESTATED UNCOMMITTED SENIOR REVOLVING SECURED LINE OF CREDIT AGREEMENT

This Amended and Restated Uncommitted Senior Revolving Secured Line of Credit Agreement (this "**Agreement**"), dated as of April 4, 2022 (the "**Effective Date**"), is entered into between ExchangeRight Real Estate, LLC, a California limited liability company ("**ExchangeRight**"), and ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership ("**Lender**").

R E C I T A L S

A. The parties entered that certain Uncommitted Senior Revolving Secured Line of Credit Agreement dated as of February 28, 2019 (the "**Original Agreement**"), which had a facility amount of $15,000,000.

B. The parties entered that certain Amended and Restated Uncommitted Senior Revolving Secured Line of Credit Agreement dated as of May 18, 2020 (the "**First A&R Agreement**"), which had a facility amount of $30,000,000.

C. The parties entered that certain Amended and Restated Uncommitted Senior Revolving Secured Line of Credit Agreement dated as of April 4, 2022 (the "**Second A&R Agreement**"), which had a facility amount of $75,000,000.

D. The parties entered that certain Amended and Restated Uncommitted Senior Revolving Secured Line of Credit Agreement dated as of November 8, 2021 (the "**Third A&R Agreement**"), which had a facility amount of $100,000,000

E. ExchangeRight Income Strategy, a Maryland statutory trust and the general partner of Lender (the "**REIT**"), is concurrently offering up to a maximum amount of $2,165,000,000, subject to an increases as set forth in the Memorandum (as applicable, "**Maximum Offering Amount**"), of its common shares pursuant to the terms of its confidential private placement memorandum dated as of the Effective Date (the "**Memorandum**").

F. ExchangeRight desires to increase the financing facility (the "**Facility**") to provide it capital in the aggregate amount of up to $250,000,000 (an amount equal to 11.55% of the current Maximum Offering Amount), as may be increased pro rata as set forth in Section 4 below (the "**Facility Amount**"), which ExchangeRight will use to make capital contributions to ExchangeRight Income Fund RSLCA, LLC, a Delaware limited liability company (the "**SPE**"), which capital contributions the SPE will use directly or through other entities (either wholly owned by the SPE or in which the SPE is an equity holder with other persons) (a "**2nd Tier SPE**") to fund the acquisition, financing, or inventorying of single-tenant, net-leased retail and healthcare real estate properties throughout the United States, net leased under leases to investment-grade or other creditworthy tenants similar to the other Identified Trust Properties (collectively the "**Properties**"). Any Properties held by the SPE or a 2nd Tier SPE which were acquired using proceeds from the Note are referred to herein as "**SPE Properties**."

G. ExchangeRight and Lender have entered into this Agreement to amend and restate the Third A&R Agreement and to evidence Lender's agreement to make the Facility to ExchangeRight and to reflect the parties' agreement as to how the Facility will be treated.

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual covenants and agreements herein set forth, the parties covenant and agree as follows:

AGREEMENT

1. Execution and Delivery of Note. Lender covenants and agrees to make the Facility to ExchangeRight and ExchangeRight covenants and agrees to execute and deliver the Amended and Restated Secured Revolving Note, attached hereto as Exhibit A and as may be amended, modified, supplemented or restated hereafter (the "**Note**"), and the other Loan Documents (as defined below), to Lender to evidence Lender's and ExchangeRight's obligations under the Facility.

2. Advances. ExchangeRight may borrow, subject to Lender's approval, repay and re-borrow, subject to Lender's approval, hereunder until the Maturity Date (as defined below), subject to the terms and conditions of this Agreement, the Note, the Subordination Agreement (as defined below), the Pledge Agreement (as defined below) and each Disbursement Request (as defined below) (collectively, the "**Loan Documents**").

3. Nonrecourse, Subordination and Security. Except as contemplated by this Section 3, the Note and the Facility Amount shall be non-recourse to ExchangeRight. ExchangeRight shall cause to be delivered to Lender the Amended and Restated Subordination Agreement, dated of even date herewith, by and among each of ExchangeRight's common equity members and Lender, attached hereto as Exhibit B and as may be amended, modified, supplemented or restated hereafter (the "**Subordination Agreement**"), which provides that the payment of any obligations due under the Facility, which have been accrued and are currently owed to Lender, will be senior to the payment of any profit distributions to ExchangeRight's common equity members. The security for the Note (the "**Collateral**") is the Amended and Restated Pledge Agreement, dated of even date herewith, by and between ExchangeRight and Lender, attached hereto as Exhibit C and as may be amended, modified, supplemented or restated hereafter (the "**Pledge Agreement**"), whereby ExchangeRight continues to pledge to Lender its membership interest in the SPE, which pledge provides that upon the occurrence of an Event of Default under the Loan Documents, Lender shall receive the right to execute an assignment of such membership interest in the SPE. The SPE Properties may be transferred by ExchangeRight into a wholly owned subsidiary of the SPE or any 2nd Tier SPE at ExchangeRight's discretion, in which case any representation covenant or agreement contained in this Agreement or the Loan Documents related to the SPE or a 2nd Tier SPE shall also be deemed to apply to such subsidiary. If additional debt financing is used to acquire or inventory the SPE Properties, (a) the SPE Properties may be used as collateral for such financing, (b) the Note will remain secured by the Collateral and the security interest in the Collateral shall be senior to all other security interests in the Collateral; and (c) if Lender forecloses on the Collateral it will do so subject to any such financing and security interest in the Properties.

4. Facility Amount. The maximum amount available to be disbursed under the Facility at any time shall be no greater than the Facility Amount. The Facility Amount is currently

$250,000,000 but shall automatically be increased if the Maximum Offering Amount of the Trust's Class I shares is increased in excess of $2,165,000,000, and such increased Facility Amount shall be equal to the pro rata amount of the current ratio of the existing Facility Amount (11.55% of the Maximum Offering Amount) and the increased Maximum Offering Amount (i.e., if the Maximum Offering Amount is increased to $3,000,000,000, the Facility Amount shall be automatically increased to $346,500,000). Lender has a right to either increase or lower the Facility Amount upon 60 days' notice to ExchangeRight and receipt of any reasonable documentation reflecting such increase or decrease as may be advisable. In accordance with the terms hereof, ExchangeRight and Lender shall mutually agree to any such funding. This Facility shall have the ability to be drawn until the Maturity Date. Beginning on the date hereof, any amounts that remain outstanding under the Third A&R Agreement or the Second A&R Agreement or the First A&R Agreement or the Original Agreement shall be treated in accordance with this Agreement and the Loan Documents.

5. Facility Disbursements. Subject to the terms and conditions of this Agreement and up until the Maturity Date and so long as no Event of Default has occurred and is continuing, (a) Lender may make additional loan disbursements to ExchangeRight up to the Facility Amount; (b) ExchangeRight may borrow, subject to Lender's approval, from time to time amounts which do not, in the aggregate, exceed the Facility Amount; and (c) ExchangeRight shall have the right to repay principal and, subject to Lender's approval, borrow additional proceeds up to the Facility Amount. Whenever ExchangeRight desires to obtain additional proceeds, ExchangeRight shall notify Lender in writing no later than 1:00 p.m. (Pacific time) on the date which is five days prior to the date on which the requested draw is to be made, which notice shall provide a list of SPE Properties to be acquired and the name of the applicable entity which will hold the SPE Property and the owners of such entity, reaffirm the representations and warranties in this Agreement and confirm that no Event of Default exists (each, a "Disbursement Request"). Subject to the terms and conditions of this Agreement and the other Loan Documents and provided that the aggregate amount of Lender's draws does not exceed the Facility Amount, and subject to the mutual agreement of both parties to make the additional loan disbursements, Lender shall fund the requested draw on the effective date specified therefor; provided, however, that Lender shall not fund a disbursement if an Event of Default shall have occurred and be continuing or if, for any other reason, Lender shall not have agreed to such funding. The amount funded by Lender of any and all draws shall be added to the outstanding principal balance of the Facility, and interest shall accrue thereon as set forth in Section 4 of the Note.

6. Facility Payments. When any SPE Property is sold or transferred (other than to a wholly owned subsidiary of the SPE or a 2nd Tier SPE), in whole or in part, which SPE Property has been acquired using principal drawn from the Facility, ExchangeRight must repay the respective principal balance of the Facility associated with such SPE Property no later than the day before the last day of Lender's fiscal quarter in which the sale or transfer occurs.

7. Prepayment. ExchangeRight may prepay the principal balance of the Note, in full at any time or in part from time to time.

8. Term/Maturity Date. The Facility shall have a term of five years as set forth in the Note (the "**Maturity Date**").

9. Representations and Warranties. To induce the Lender to enter into the Facility and to make each disbursement under the Facility, ExchangeRight makes the representations and warranties set forth in this Section 9 to the Lender (which representations and warranties shall survive the execution and delivery of this Agreement and be deemed reaffirmed each time ExchangeRight requests a disbursement of a portion of the Facility Amount).

(a) Organization; Good-Standing; Qualification. ExchangeRight is a limited liability company duly formed, validly organized and in good standing in the State of California. The SPE is be a limited liability company duly formed, validly organized and in good standing in its state of its formation and each 2nd Tier SPE will be an entity duly formed, validly organized and in good standing in the state of its formation.

(b) Power and Authority. ExchangeRight has full power and legal authority to enter into this Agreement and each of the other Loan Documents to which it is a party. ExchangeRight has taken all action necessary for the execution and delivery of this Agreement and each of the other Loan Documents and for the performance by it of each of its obligations hereunder and thereunder.

(c) Enforceability. Upon execution and delivery by each of the parties thereto, this Agreement and each of the other Loan Documents shall be the legal, valid and binding obligations of ExchangeRight and shall be enforceable against ExchangeRight in accordance with their respective terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights or (b) as limited by general principles of equity that restrict the availability of equitable remedies.

(d) Litigation. There are no material actions, suits, claims, investigations or adversarial proceedings pending or, to the knowledge of ExchangeRight, threatened against ExchangeRight, the SPE, any 2nd Tier SPE, the Collateral or any SPE Property.

(e) Orders; Decrees; Judgments. There are no outstanding orders, judgments, writs, injunctions or decrees of any court, government authority or arbitration or mediation panel or tribunal against or affecting ExchangeRight, the SPE, any 2nd Tier SPE, the Collateral or any SPE Property.

(f) Non-Contravention. Neither the execution and delivery of this Agreement and the other Loan Documents nor the performance by ExchangeRight of its obligations hereunder and thereunder will cause any breach, default or violation of any applicable law or require the consent or approval of any court, governmental authority or other third party.

(g) Title to Collateral. ExchangeRight has good, complete, indefeasible and marketable title to, and ownership of, the Collateral, free and clear of all liens (except those granted to Lender under the Loan Documents), defects, claims, security interests and encumbrances.

(h) Title to Real Estate. The SPE or any applicable 2nd Tier SPE has or will have good, marketable and indefeasible title in fee to its SPE Properties.

(i) Compliance. ExchangeRight, each SPE, each 2nd Tier SPE and each SPE Property complies in all material respects with all applicable laws (including with respect to applicable zoning and land use laws, regulations and ordinances and environmental laws).

(j) Physical Condition. The SPE Properties are in good condition, order and repair in all material respects and there exists no structural or other material defect or damages to the SPE Properties, whether latent or otherwise.

(k) Leases. With respect to each lease related to a SPE Property: (i) such lease is in full force and effect; (ii) there are no material defaults on the part of the landlord; (iv) to ExchangeRight's knowledge, there is no present material default by the tenant; and (vi) it is the valid, binding and enforceable obligation of the parties thereto.

(l) Solvency. As of the date of any requested disbursement of any of the Facility Amount and after giving effect to the disbursement, (1) the present fair saleable value of ExchangeRight's assets is greater than the amount required to pay ExchangeRight's total debt (contingent or otherwise) and is greater than the amount that will be required to pay such debt as it matures and as it becomes absolute and matured; and (2) the present fair saleable value of the Collateral exceeds the amount outstanding under the Facility.

(m) No Event of Default. No Event of Default exists under the Third A&R Agreement or the original Loan Documents (as defined in the Original Agreement).

10. Affirmative and Negative Covenants. Until the Note is repaid in full and each of the obligations under the Loan Documents have been satisfied in full and discharged, ExchangeRight shall comply with all of the covenants set forth in this Section 10.

(a) Notices and Deliveries. ExchangeRight shall give prompt written notice to Lender of: (i) any material litigation, proceedings or investigations pending or threatened against ExchangeRight, the SPE, any 2nd Tier SPE or any SPE Property which might materially adversely affect such entity's condition (financial or otherwise) or the SPE Properties; and (ii) any Event of Default of which ExchangeRight has knowledge.

(b) Bookkeeping**.** ExchangeRight shall keep proper and accurate books, records and accounts reflecting all of the financial affairs of ExchangeRight, the SPE and each 2nd Tier SPEs.

(c) Use of Proceeds. ExchangeRight shall use the net proceeds of disbursements of the Facility Amount solely for the SPE to acquire SPE Properties as set forth in the recitals to this Agreement.

(d) Payments and Obligations to the Lender. ExchangeRight shall make all payments of principal, interest and other charges as and when due under the Note and shall timely make all payments of any comply with any other obligations under the Loan Documents.

(e) Other Debts. ExchangeRight shall promptly make or cause to be made by the SPE and each 2nd Tier SPEs all payments of obligations under any debt secured by the SPE Properties.

(f) Taxes. ExchangeRight shall pay and discharge, or cause the SPE and any 2nd Tier SPEs, to pay and discharge, all taxes, assessments and governmental charges or levies imposed upon such entities or upon their income or profits, or upon any properties belonging to any of them, including the SPE Properties.

(g) Insurance. ExchangeRight, the SPE and any 2nd Tier SPEs shall maintain adequate insurance to cover the SPE Properties.

(h) Information Requests. ExchangeRight shall furnish from time to time to the Lender all information the Lender may reasonably request. ExchangeRight shall and shall cause the SPE and any 2nd Tier SPE to permit Lender from time to time during normal business hours upon reasonable notice to examine the books, records and accounts of ExchangeRight, the SPE and any 2nd Tier SPE at the office of ExchangeRight or other person maintaining them, and to make such copies or extracts thereof as Lender shall desire.

(i) Maintain Existence. ExchangeRight shall take or cause to be taken all steps and perform or cause to be performed all actions necessary or appropriate to preserve and keep in full force and effect its, the SPE's and any 2nd Tier SPE's existence as an entity and such entities' right to conduct its business.

(j) Protection of Collateral and Properties. ExchangeRight shall take, and cause the SPE or any 2nd Tier SPE to take, all reasonable steps and perform or cause to be performed all reasonable actions necessary or appropriate to protect the SPE Properties and to maintain the Lender's perfected security interest in the Collateral. In furtherance of the foregoing, ExchangeRight shall at all times make sure that any ownership interest in the SPE shall not be governed by Article 8 of the applicable Uniform Commercial Code, authorize Lender to file with respect to the SPE and the Collateral a financing statement under the applicable Uniform Commercial Code.

(k) Compliance with Laws. ExchangeRight shall comply and shall cause the SPE and each 2nd Tier SPE to comply in all material respects with all applicable laws, including environmental laws.

(l) Change of Structure. ExchangeRight shall not, without providing at least 30 days' prior written notice to the Lender, change its or the SPE's legal name, identity, type of organization, jurisdiction of organization, corporate structure, location of its chief executive office or its principal place of business or its organizational identification number. ExchangeRight will, prior to any change described in the preceding sentence, take all actions requested by the Lender to maintain the Lender's security interest in the Collateral.

(m) Distributions. If an Event of Default has occurred and is continuing, ExchangeRight shall not make or cause to be made any distribution of cash, capital stock or other property of ExchangeRight to any of its members, whether such distribution would

be characterized as a dividend or otherwise. ExchangeRight shall not take any action that is inconsistent with the Subordination Agreement and confirms that the members party thereto are the only members of ExchangeRight.

(n) No Encumbrances. ExchangeRight shall not permit to exist against any of the Collateral any lien, mortgage, pledge, security interest, title retention device, or other encumbrance senior to the liens and security interests of the Lender under the Security Documents.

11. Default and Remedies. An Event of Default as defined in the Note shall be an "**Event of Default**" under this Agreement and each other Loan Document and, after an Event of Default, Lender may exercise the remedies set forth in the Note, this Agreement, the Pledge and the other Loan Documents.

12. Fees and Expenses of the Lender. ExchangeRight shall pay, as and when incurred, all of any fees or expenses of Lender incurred in connection with enforcing its rights under the Loan Documents.

13. Indemnification. ExchangeRight agrees to indemnify, defend and hold harmless the Lender and any of its officers, directors, partners, employees, agents, controlling persons, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all losses, claims, damages, liabilities, demands, liens, penalties and related expenses, including reasonable attorneys' fees and expenses, incurred by or asserted against any of the Indemnified Parties arising out of, in any way in connection with, or as a result of: (a) any fact, matter, thing or event relating to ExchangeRight, the SPE, any 2nd Tier SPE and/or the SPE Properties; (b) this Agreement and the other Loan Documents (or the Third A&R Agreement or the Second A&R Agreement or the First A&R Agreement or the Original Agreement or the original Loan Documents (as defined in the Original Agreement)), (c) the occurrence of any Event of Default hereunder or under the Third A&R Agreement or the Second A&R Agreement or under the First A&R Agreement or under the Original Agreement or any event that would constitute an Event of Default upon the giving of notice and/or passage of time; (d) any federal, state or local transfer or recording taxes or filing fees which may become payable in connection with this transaction; (e) the spilling, leaking, pumping, pouring, unsettling, discharging, leaching, releasing or clean up of any hazardous materials by any person or entity on any of the SPE Properties prior to a transfer to the Lender of the Collateral or of the SPE Property to a purchaser in a foreclosure or otherwise; or (f) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any of the Indemnified Parties is a party thereto; provided, however, any such indemnity shall not apply to any such losses, claims, damages, liabilities, demands, liens, penalties or related expenses arising from the gross negligence or willful misconduct of the Lender.

14. Permitted Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby. Each party hereto agrees not to transfer, assign, pledge, or hypothecate any right or interest in this Agreement without the prior written consent of the other party hereto; provided, however, that Lender shall be permitted to assign this Agreement and its interest in and to the Note to an affiliate of Lender without ExchangeRight's consent. Except as permitted

hereunder, any such transfer, assignment, pledge, or hypothecation made or attempted by any party hereto without the prior written consent of the other party hereto shall be void and with no effect.

15. Modification. None of the terms and provisions of this Agreement may be changed, waived, modified, discharged, or terminated except by an instrument in writing executed by the party or parties against whom enforcement of the change, waiver, modification, discharge, or termination is asserted.

16. Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in either Tagged Image Format Files or Portable Document Format shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

17. Governing Law. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of California.

18. Submission to Jurisdiction. The parties irrevocably and unconditionally submit, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of California sitting in Los Angeles, CA and of the United States District Court of the Southern District of California, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such California state court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

19. Waiver of Venue. ExchangeRight irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any court referred to in Section 13. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

20. COMMERCIAL PURPOSES. EXCHANGERIGHT ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT THE FACILITY EVIDENCED BY THIS AGREEMENT AND THE NOTE IS FOR COMMERCIAL PURPOSES. EXCHANGERIGHT FURTHER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT IT IS ENGAGED EXCLUSIVELY IN COMMERCIAL PURSUITS AND THAT THE PROCEEDS OF THIS AGREEMENT AND THE NOTE ARE TO BE UTILIZED IN THE BUSINESS ACTIVITIES OF EXCHANGERIGHT AND WILL NOT BE UTILIZED FOR CONSUMER PURPOSES.

21. Time of Essence. Time shall be of the essence for each and every provision of this Agreement of which time is an element.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

ExchangeRight:

ExchangeRight Real Estate, LLC,
a California limited liability company

By: _____
Name: Warren Thomas
Title: Manager

LENDER:

ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership,

By: ExchangeRight Income Fund,
a Maryland statutory trust;
its general partner

By: _____
Name: Warren Thomas
Title: Manager

EXHIBIT A

FORM OF AMENDED AND RESTATED SECURED REVOLVING NOTE

AMENDED AND RESTATED SECURED REVOLVING NOTE

$250,000,000 (as may be increased)

April 4, 2022 ("**Effective Date**")

FOR VALUE RECEIVED, the undersigned, ExchangeRight Real Estate, LLC, a California limited liability company ("**Maker**"), hereby unconditionally promises to pay to the order of ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership ("**Payee**"), at 1055 E. Colorado Blvd., Suite 310, Pasadena, CA 91106 or such other address given to Maker by Payee, the principal sum of Two Hundred Fifty Million Dollars ($250,000,000) or such increased amount as contemplated below (the "**Facility Amount**"), or, if less, the aggregate unpaid principal balance of loans and advances outstanding pursuant to the Amended and Restated Uncommitted Senior Revolving Secured Line of Credit Agreement, dated of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the "**Loan Agreement**"), by and between Maker and Payee, in either case with interest at the rate and payable in the manner stated in the Loan Agreement. The loans and advances shall be repaid as provided in the Loan Agreement, all in accordance with the terms of this Secured Revolving Note, as may be amended, modified, supplemented or restated hereafter (this "**Note**").

Section 1. Definitions. When used in this Note, terms used but not defined herein shall have the meanings assigned to them in the Loan Agreement and the following terms shall have the respective meanings specified herein:

"**Drawn Interest Rate**" has the meaning ascribed to it in Section 4 hereof.

"**Effective Date**" has the meaning ascribed to it in the Preamble hereof.

"**Event of Default**" has the meaning ascribed to it in Section 8 hereof.

"**Facility Amount**" has the meaning ascribed to it in the Preamble hereof; provided, however, the Facility Amount shall automatically be increased as contemplated by Section 4 of the Loan Agreement.

"**Loan Documents**" means this Note, the Loan Agreement, the Subordination Agreement, the Pledge Agreement and each Disbursement Request.

"**Maturity Date**" means the fifth year anniversary of the Effective Date.

"**Pledge Agreement**" means that certain Pledge Agreement dated of even date herewith by and between Maker and Payee, as may be amended, modified, supplemented or restated hereafter.

"**Loan Agreement**" has the meaning ascribed to it in the Preamble hereof.

"**Subordination Agreement**" means that certain Subordination Agreement dated of even date herewith by and between the common equity holders of Maker and Payee, as may be amended, modified, supplemented or restated hereafter.

Section 2. Loan Agreement. This Note is issued in connection with the Loan Agreement and is secured by the Subordination Agreement and the Pledge Agreement.

Section 3. Advances/Disbursements. Maker may borrow, repay and re-borrow hereunder until the Maturity Date, subject to the terms and conditions of this Note, the Loan Agreement and the other Loan Documents. Beginning on the date hereof, any amounts that remain outstanding under the Third A&R Agreement or the Second A&R Agreement or the First A&R Agreement or the Original Agreement shall be treated in accordance with this Agreement and the Loan Documents.

Section 4. Payments and Interest. When the SPE or any 2nd Tier SPE sells or otherwise transfers any SPE Property (other than to a wholly owned subsidiary of the SPE or a 2nd Tier SPE), in whole or in part, which Property was been acquired using principal drawn from the Facility, Maker must repay the respective principal balance of Facility Amount associated with such Property and any unpaid interest or other costs associated with such amount no later than the day before the last day of Lender's fiscal quarter in which the sale or transfer occurs. Except as otherwise expressly provided for herein, interest shall accrue from time to time on the outstanding Facility Amount hereof at the rate of 12% per annum on the actual average outstanding principal balance of the Facility Amount during the month ended immediately prior to the payment date (the "**Drawn Interest Rate**") calculated on the basis of actual days outstanding and the actual number of days in a year. Accrued and unpaid interest shall be due and payable in arrears monthly on the first day of each calendar month. All outstanding principal and accrued and unpaid interest on this Note shall be due and payable on or before the Maturity Date in accordance with the terms of the Loan Agreement.

All payments of principal, interest, costs, expenses and fees on this Note shall be made by Maker to Payee in federal or other immediately available funds. Payments made to Payee by Maker hereunder shall be applied first, to the payment of costs, expenses and fees due from Maker to Payee arising under or in connection with this Note or the indebtedness evidenced hereby, second to accrued interest hereon and then to outstanding principal hereunder.

Section 5. Prepayments. Maker may prepay the outstanding Facility Amount of this Note, in whole or in part, at any time and from time to time, without premium or penalty. Any such prepayment shall be made together with payment of interest accrued on the amount of principal being prepaid through the date of such prepayment.

Section 6. Representations, Warranties and Covenants. The representations, warranties and covenants contained in the Loan Agreement are incorporated by reference herein.

Section 7. Waiver. Except as specifically provided for in this Note, Maker waives presentment, demand, protest, notice of protest and non-payment or other notice of default, notice of acceleration and intention to accelerate or other notice of any kind, and agrees that its liability under this Note shall not be affected by any renewal or extension in the time of payment hereof.

Section 8. Events of Default and Remedies. An "**Event of Default**" shall exist hereunder if any one or more of the following events shall occur and be continuing: (a) Maker shall fail to pay when due, any principal or interest upon this Note and such failure shall continue for more than 15 business days; (b) any representation or warranty made by Maker to Payee herein, in any other Loan Document or in any other agreement or document shall prove to be untrue or inaccurate in any material respect; (c) any default shall occur in the performance of any of the covenants or agreements of Maker contained herein or in any other Loan Document and such default shall not be cured by Maker within 15 business days following Maker's receipt of written notice of such default; (d) this Note or any other Loan Document shall cease to be the legal, valid, binding agreement enforceable against Maker in accordance with its terms or shall in any way be terminated or become or be declared ineffective or inoperative or shall in any way whatsoever cease to give or provide the rights, titles, interests, remedies, powers or privileges intended to be created thereby (including, without limitation, if Lender's security interest in the Collateral is not effective); or (e) Maker shall (i) apply for or consent to the appointment of a receiver, trustee, intervenor, custodian or liquidator of itself or of all or a substantial part of its assets, (ii) be adjudicated a bankrupt or insolvent or file a voluntary petition for bankruptcy or admit in writing that it is unable to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, or (v) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceeding, or take corporate action for the purpose of effecting any of the foregoing; or (f) an order, judgment or decree shall be entered by any court of competent jurisdiction or other competent authority approving a petition seeking reorganization of Maker or appointing a receiver, trustee, intervenor or liquidator of Maker, or of all or substantially all of its assets, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days.

Upon the occurrence of any Event of Default, Lender hereof may, at its option, (A) declare the entire unpaid balance of principal and accrued interest upon this Note to be immediately due and payable without presentment or notice of any kind which Maker waives pursuant to Section 7 hereof, (B) reduce any claim to judgment, and/or (C) pursue and enforce any of Payee's rights and remedies available pursuant to any applicable law or any Loan Document (including, without limitation, the right under the Pledge Agreement to replace ExchangeRight as the owner of any SPE).

Section 9. Usury Laws. Regardless of any provisions contained in this Note, Payee shall never be deemed to have contracted for or be entitled to receive, collect or apply as interest on this Note, any amount in excess of the maximum rate permitted by applicable law, and, in the event Payee ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of this Note, and, if the principal balance of this Note is paid in full, then any remaining excess shall forth with be paid to Maker.

Section 10. Costs. If this Note is placed in the hands of an attorney for collection, or if it is collected through any legal proceeding at law or in equity, or in bankruptcy, receivership or

other court proceedings, Maker agrees to pay all reasonable costs of collection, including, but not limited to, court costs and reasonable attorneys' fees, including all costs of appeal.

Section 11. Governing Law. This Note shall be governed by, and construed in accordance with, the law of the State of California.

Section 12. No Waiver; Amendment. No acceptance of a partial or past due payment, or indulgences granted from time to time shall be construed (a) as a novation of this Note or as a waiver of the right of acceleration or of the right of Payee thereafter to insist upon strict compliance with the terms of this Note, or (b) to prevent the exercise of such right of acceleration or any other right granted under this Note or by any applicable laws. Maker hereby expressly waives and relinquishes the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. The failure to exercise any remedy available to Payee shall not be deemed to be a waiver of any rights or remedies of Payee under this Note or at law or in equity. No extension of the time for the payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note, shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part, unless Payee specifically, unequivocally and expressly agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, or modification is sought.

Section 13. **ENTIRETY**. **THIS NOTE AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT OF MAKER AND PAYEE, AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF MAKER AND PAYEE. THERE ARE NO ORAL AGREEMENTS BETWEEN MAKER AND PAYEE.**

[*Remainder of page intentionally left blank; signatures follow.*]

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed on the day and year first above written.

MAKER:

ExchangeRight Real Estate, LLC, a California limited liability company

By:_____
Name: Warren Thomas
Title: Manager

EXHIBIT B

FORM OF AMENDED AND RESTATED SUBORDINATION AGREEMENT

AMENDED AND RESTATED SUBORDINATION AGREEMENT

This Amended and Restated Subordination Agreement is made as of April 4, 2022 by and between the undersigned limited liability company members (collectively, the "**Members**") of ExchangeRight Real Estate, LLC, a California limited liability company ("**ExchangeRight**"), and ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership ("**Company**").

RECITALS

A. The parties entered that certain Subordination Agreement dated as of February 28, 2019 (the "**Original Agreement**").

B. The parties entered that certain Amended and Restated Subordination Agreement dated as of May 18, 2020 (the "**First A&R Agreement**").

C. The parties entered that certain Amended and Restated Subordination Agreement dated as of March 2, 2021 (the "**Second A&R Agreement**").

D. The parties entered that certain Amended and Restated Subordination Agreement dated as of November 8, 2021 (the "**Third A&R Agreement**").

E. Company will provide a revised financing facility to ExchangeRight (the "**Revised Facility**") and disburse draws under the Revised Facility ("**Disbursements**") to ExchangeRight for ExchangeRight to use to fund ExchangeRight Income Fund RSLCA, LLC, a Delaware limited liability company (the "**SPE**"), which the SPE will use to fund the acquisition and financing of properties directly by the SPE or indirectly by the SPE through other special purpose entities, pursuant to the Amended and Restated Uncommitted Senior Revolving Secured Line of Credit Agreement, dated the date hereof, by and between Company and ExchangeRight, as may be amended, modified, supplemented or restated hereafter (the "**Restated Loan Agreement**") and the other Loan Documents. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Restated Loan Agreement.

F. The Members entered into that certain Amended and Restated Operating Agreement of ExchangeRight dated March 31, 2014, as amended (the "**Operating Agreement**") and are the sole members of ExchangeRight.

G. In order to induce Company to make Disbursements, the Members are willing to subordinate their Distributions (as defined in the Operating Agreement), including, but not limited to, any Distributions pursuant to Articles IV or XIII of the Operating Agreement (collectively, "**Distributions**") for the benefit of Company as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, with reference to the foregoing Recitals, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Members hereby acknowledge and agree to subordinate to Company the payment of any Distributions to the prior payment of any obligations due under the Revised Facility which have been accrued and are owed to Company, including any increases in the Facility Amount (as defined in the Restated Loan Agreement) pursuant to the terms of the Restated Loan Agreement. The Members acknowledge and agree that the prior payment of obligations due under the Revised Facility, which have been accrued and are owed to Company, are senior in rights to Distributions paid to the Members. For the avoidance of doubt, Company acknowledges and agrees that as long as ExchangeRight is current on its payment obligations owed to Company, Distributions may be made freely and without limit to the Members.

2. Company acknowledges and agrees that notwithstanding anything to the contrary herein Company shall not have any security interest in ExchangeRight's net profits nor in any limited liability company membership interests owned by the Members.

3. The Members shall promptly deliver to Company in the form received (except for endorsement or assignment by the Members where required by Company), for application to the payment of obligations due under the Revised Facility which have been accrued and are owed to Company, any Distributions received by the Members with respect to Company other than in accordance with this Agreement.

4. This Agreement shall remain effective for so long as any obligations remain outstanding under the Restated Loan Agreement or other Loan Documents and have not been repaid to Company pursuant to the terms of the Restated Loan Agreement or other Loan Documents.

5. This Agreement shall bind any successors or assignees of the Members and shall benefit any successors or assigns of Company.

6. This Agreement may be executed by the parties hereto in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in either Tagged Image Format Files or Portable Document Format shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflicts of laws principles. Members and Company submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California.

8. This Agreement represents the entire agreement with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and commitments. This Agreement may be amended only by written instrument signed by the Members and Company.

9. In the event of any legal action to enforce the rights of a party under this Agreement, the party prevailing in such action shall be entitled, in addition to such other relief as

may be granted, all reasonable costs and expenses, including reasonable attorneys' fees, incurred in such action.

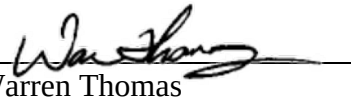
[Remainder of page intentionally left blank; signatures follow.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

"**Members**"

David Fisher

Joshua Ungerecht



Warren Thomas

"**Company**"

ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership,

By: ExchangeRight Income Fund,
a Maryland statutory trust;
its general partner

By: ExchangeRight Income Fund Trustee, LLC,
a Delaware limited liability company;
its Trustee

By: ExchangeRight Real Estate, LLC,
a California limited liability company; its sole member

By:
Name: Warren Thomas
Title: Manager

- Signature Page to Amended and Restated Subordination Agreement dated April 4, 2022 -

EXHIBIT C

FORM OF PLEDGE AGREEMENT

AMENDED AND RESTATED MEMBERSHIP INTEREST PLEDGE AGREEMENT

This AMENDED AND RESTATED MEMBERSHIP INTEREST PLEDGE AGREEMENT, dated as of April 4, 2022 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "**Agreement**"), is made by and between ExchangeRight Real Estate, LLC, a California limited liability company (the "**Pledgor**"), in favor of ExchangeRight Income Fund Operating Partnership, LP, a Delaware limited partnership (the "**Company**").

RECITALS

A. The parties entered that certain Membership Interest Pledge Agreement dated as of February 28, 2019 (the "**Original Agreement**").

B. The parties entered that certain Amended and Restated Membership Interest Pledge Agreement dated as of May 18, 2020 (the "**First A&R Agreement**").

C. The parties entered that certain Amended and Restated Membership Interest Pledge Agreement dated as of March 2, 2021 (the "**Second A&R Agreement**").

D. The parties entered that certain Amended and Restated Membership Interest Pledge Agreement dated as of November 8, 2021 (the "**Third A&R Agreement**").

E. The Company will provide an increased financing facility to Pledgor (the "**Revised Facility**") and disburse amounts under the Revised Facility ("**Disbursements**") to the Pledgor for the Pledgor to use make capital contributions to ExchangeRight Income Fund RSLCA, LLC, a Delaware limited liability company (the "**SPE**"), which capital contributions the SPE will use directly or through other entities (either wholly owned by the SPE or in which the SPE is an equity holder with other persons) to fund the acquisition, financing, or inventorying of single-tenant, net-leased retail and healthcare real estate properties throughout the United States, net leased under leases to investment-grade or other creditworthy tenants, pursuant to the Amended and Restated Uncommitted Senior Revolving Secured Line of Credit Agreement, dated the date hereof, by and between Company and Pledgor as may be amended, modified, supplemented or restated hereafter (the "**Restated Loan Agreement**") and the other Loan Documents.

F. The parties have entered into this Agreement to amend and restate the Third A&R Agreement and this Agreement is given by the Pledgor in favor of the Company to secure the payment and performance of all of the Secured Obligations (as defined below).

G. It is a condition to the obligations of the Company to make each Disbursement that the Pledgor execute and deliver this Agreement and that it remain in full force and effect.

ARTICLE I

ARTICLE II
AGREEMENT

NOW, THEREFORE, with reference to the foregoing Recitals, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

(a) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

(b) Unless otherwise defined herein, terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(c) For purposes of this Agreement, capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Restated Loan Agreement and the following terms shall have the following meanings:

"**Collateral**" has the meaning set forth in Section 2.

"**Event of Default**" means the occurrence of any of the following events or conditions (each an "**Event of Default**"): (i) the breach of any material representation, obligation or covenant of Pledgor set forth in this Agreement, which is not cured within 15 business days following Pledgor's receipt of written notice of such default; or (ii) an Event of Default under the Restated Loan Agreement, the Note or any other Loan Document.

"**Pledged Membership Interests**" means the membership interests described in Schedule 1 hereto, and, if applicable, the certificates, instruments and agreements representing the Pledged Membership Interests and includes any securities or other interests, howsoever evidenced or denominated, received by the Pledgor in exchange for or as a distribution on or otherwise received in respect of the Pledged Membership Interests.

"**Proceeds**" means "proceeds" as such term is defined in Section 9-102 of the UCC and, in any event, shall include, without limitation, all distributions or other income from the Pledged Membership Interests, collections thereon or with respect thereto.

"**Secured Obligations**" has the meaning set forth in Section 3.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of California or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code as in effect from time to time in such state.

2. Pledge. The Pledgor hereby pledges, assigns and grants to the Company, and hereby creates a continuing security interest in favor of the Company in and to all of its right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

(a) the Pledged Membership Interests; and

(b) all Proceeds and products of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Pledgor from time to time with respect to any of the foregoing.

3. Secured Obligations. The Collateral secures the payment and performance of the obligations of the Pledgor from time to time arising pursuant to the terms of the Restated Loan Agreement and the other Loan Documents or otherwise with respect to the due and punctual payment of any current monetary obligation which has accrued and/or is owed by Pledgor to Company with respect to the Revised Facility, including any increases in the Facility Amount (as defined in the Restated Loan Agreement) pursuant to the terms of the Restated Loan Agreement (collectively, the "**Secured Obligations**").

4. Representations and Warranties. The Pledgor represents and warrants as follows:

(a) The Pledged Membership Interests have been duly authorized and validly issued, and are fully paid and non-assessable and subject to no options to purchase or similar rights. All information set forth on Schedule 1 relating to the Pledged Membership Interests is accurate and complete.

(b) The Pledgor is, and will be at times while any Secured Obligations remain outstanding, the sole, direct, legal and beneficial owner of the Collateral, free and clear of any lien, security interest, encumbrance, claim, option or right of others except for the security interest created by this Agreement and the Collateral represents 100% of the ownership interests in the SPE.

(c) The pledge of the Collateral pursuant to this Agreement creates a valid security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.

(d) It has full power, authority and legal right to pledge the Collateral pursuant to this Agreement.

(e) This Agreement has been duly authorized, executed and delivered by the Pledgor and constitutes a legal, valid and binding obligation of the Pledgor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).

(f) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other entity is required for the pledge by the Pledgor of the Collateral pursuant to this Agreement or for the execution and delivery of this Agreement by the Pledgor or the performance by the Pledgor of its obligations hereunder.

(g) Neither the execution and delivery of this Agreement and the other Loan Documents nor the performance by ExchangeRight of its obligations hereunder and thereunder will cause any breach, default or violation of any applicable law or require the consent or approval of any court, governmental authority or other third party.

(h) In the event that any Collateral is a Security (as defined in the UCC), the Pledgor has taken all action required on its part for control (as defined in Section 8-106 of the UCC) to have been obtained by the Company over all Collateral with respect to which such control may be obtained pursuant to the UCC. No person other than the Company has control or possession of all or any part of the Collateral. Without limiting the foregoing, all certificates, agreements or instruments, if any, representing or evidencing the Pledged Membership Interests in existence on the date hereof have been delivered to the Company accompanied by a duly executed assignment in blank in the form set forth on Schedule 2.

5. Distributions and Voting Rights.

(a) The Company agrees that, unless an Event of Default shall have occurred and be continuing, the Pledgor shall continue to have and exercise all of its rights as the sole holder of the Pledged Membership Interests.

(b) The Company agrees that the Pledgor may, unless an Event of Default shall have occurred and be continuing, receive and retain all cash and make distributions with respect to the Pledged Membership Interests.

6. Further Assurances.

(a) The Pledgor shall, at its own cost and expense, defend title to the Collateral and the security interest of the Company therein against the claim of any person claiming against or through the Pledgor and shall maintain and preserve such security interest for so long as this Agreement shall remain in effect.

(b) The Pledgor agrees that at any time and from time to time, at the expense of the Pledgor, the Pledgor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Company may request, in order to perfect and protect any security interest granted hereby or to enable the Company to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

(c) The Pledgor will not, without providing at least 30 days' prior written notice to the Company, change its legal name, identity, type of organization, jurisdiction of organization, corporate structure, location of its chief executive office or its principal place of business or its organizational identification number. The Pledgor will, prior to any change described in the preceding sentence, take all actions requested by the Company to maintain the Company's security interest in the Collateral.

7. Company Appointed Attorney-in-Fact. The Pledgor hereby appoints the Company the Pledgor's attorney-in-fact, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time during the continuance of an Event of Default in the Company's discretion to take any action and to execute any instrument which the Company may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Pledgor representing any dividend, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same (but the Company shall not be obligated to and shall have no liability to the Pledgor or any third party for failure to do so or take action). Such appointment, being coupled with an interest, shall be irrevocable. The Pledgor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

8. Company May Perform. If the Pledgor fails to perform any obligation contained in this Agreement, the Company may itself perform, or cause performance of, such obligation (including executing any document as power of attorney for the Company), and the expenses of the Company incurred in connection therewith shall be payable by the Pledgor; provided that the Company shall not be required to perform or discharge any obligation of the Pledgor.

9. Reasonable Care. The Company shall have no duty with respect to the care and preservation of the Collateral beyond the exercise of reasonable care. The Company shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Company accords its own property, it being understood that the Company shall not have any responsibility for (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not the Company has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any parties with respect to any Collateral. Nothing set forth in this Agreement, nor the exercise by the Company of any of the rights and remedies hereunder, shall relieve the Pledgor from the performance of any obligation on the Pledgor's part to be performed or observed in respect of any of the Collateral.

10. Remedies Upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Company may, without any other notice to or demand upon the Pledgor, assert all rights and remedies of a secured party under the UCC or other applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral. If notice prior to disposition of the Collateral or any

portion thereof is necessary under applicable law, written notice mailed to the Pledgor at its notice address as provided in Section 14 hereof 10-days prior to the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Company may sell such Collateral on such terms and to such purchaser(s) as the Company in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property. At any sale of the Collateral, if permitted by applicable law, the Company may be the purchaser, licensee, assignee or recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. To the extent permitted by applicable law, the Pledgor waives all claims, damages and demands it may acquire against the Company arising out of the exercise by it of any rights hereunder. The Pledgor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Secured Obligations or otherwise. At any such sale, unless prohibited by applicable law, the Company or any custodian may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. Neither the Company nor any custodian shall be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto.

(b) All rights of the Pledgor to (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 5(a), or (ii) receive the dividends and other distributions which it would otherwise be entitled to receive and retain pursuant to Section 5(b), shall immediately cease, and all such rights shall thereupon become vested in the Company, which shall have the sole right to exercise such voting and other consensual rights and receive and hold such dividends and other distributions as Collateral. The Company shall have the right to replace Pledgor with the Company or any of the Company's assigns as a member of the SPE.

(c) Any cash held by the Company as Collateral and all cash Proceeds received by the Company in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Company to the payment of expenses incurred by the Company in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Company hereunder, including reasonable attorneys' fees, and the balance of such proceeds shall be applied or set off against all or any part of the Secured Obligations in such order as the Company shall elect. Any surplus of such cash or cash Proceeds held by the Company and remaining after payment in full of all the

Secured Obligations shall be paid over to the Pledgor or to whomsoever may be lawfully entitled to receive such surplus.

(d) If the Company shall determine to exercise its rights to sell all or any of the Collateral pursuant to this Section, the Pledgor agrees that, upon request of the Company, the Pledgor will, at its own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

11. No Waiver and Cumulative Remedies. The Company shall not by any act (except by a written instrument pursuant to Section 13), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

12. Security Interest Absolute. The Pledgor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All rights of the Company and liens and security interests hereunder, and all Secured Obligations of the Pledgor hereunder, shall be absolute and unconditional irrespective of:

(a) any illegality or lack of validity or enforceability of any Secured Obligation or any related agreement or instrument;

(b) any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations, or any rescission, waiver, amendment or other modification of this Agreement or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;

(c) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Secured Obligations;

(d) any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Secured Obligations;

(e) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;

(f) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Pledgor against the Company; or

(g) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loans or any existence of or reliance on any representation by the Company that might vary the risk of the Pledgor or otherwise

operate as a defense available to, or a legal or equitable discharge of, the Pledgor or any other grantor, guarantor or surety.

13. Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Pledgor therefrom shall be effective unless the same shall be in writing and signed by the Company and the Pledgor, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

14. Notices. Any notice, payment, report or any other communication required or permitted to be given by one party to the other party by this Agreement, unless otherwise specified herein, shall be in writing and either (a) served personally on the other party, (b) sent by express, registered or certified first-class mail, postage prepaid, addressed to the other party at its address as indicated below, or to such other address as the addressee shall have theretofore furnished to the other party by proper notice, (c) delivered by commercial courier to the other party, or (d) sent by telefax to the other party at its telefax number indicated below or to such other telefax number as the party shall have theretofore furnished to the other party by proper notice, with machine confirmation of transmission.

If to the Pledgor:	ExchangeRight Real Estate, LLC 1055 E. Colorado Blvd., Suite 310 Pasadena, CA 91106 Attention: Investor Relations
If to the Company:	ExchangeRight Income Fund Operating Partnership, LP 1055 E. Colorado Blvd., Suite 310 Pasadena, CA 91106 Attention: Investor Relations

15. Continuing Security Interest; Further Actions. This Agreement shall create a continuing security interest in the Collateral and shall (a) subject to Section 16, remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Pledgor, its successors and assigns, and (c) inure to the benefit of the Company and its successors, transferees and assigns; provided that the Pledgor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Company, which may be withheld in its sole discretion, and any purported assignment in contravention of this provision shall be null and void, ab initio.

16. Termination; Release. On the date on which the Secured Obligations have been paid and performed in full, the Company will, at the request and sole expense of the Pledgor, (a) duly deliver to or at the direction of the Pledgor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Company, together with any monies at the time held by the Company hereunder, and (b) execute and

deliver to the Pledgor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement.

17. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of California.

18. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement constitutes the entire contract among the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto.

[*Remainder of page intentionally left blank; signatures follow.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PLEDGOR:

ExchangeRight Real Estate, LLC

By: _____
Name: Warren Thomas
Title: Manager

COMPANY:

ExchangeRight Income Fund Operating Partnership, LP,
a Delaware limited partnership,

By: ExchangeRight Income Fund,
a Maryland statutory trust;
its general partner

By: ExchangeRight Income Fund Trustee, LLC,
a Delaware limited liability company;
its Trustee

By: ExchangeRight Real Estate, LLC,
a California limited liability company; its
sole member

By: _____
Name: Warren Thomas
Title: Manager

Schedule 1

PLEDGED MEMBERSHIP INTERESTS

100% of the Membership Interests in ExchangeRight Income Fund RSLCA, LLC, a Delaware limited liability company.

SCHEDULE 2

MEMBERSHIP INTEREST ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to ExchangeRight Income Fund Operating Partnership, LP the 100% of the membership interest of ExchangeRight Income Fund RSCLA, LLC, a Delaware limited liability company, and irrevocably appoints ExchangeRight Income Fund Operating Partnership, LP its agent and attorney-in-fact to transfer all or any part of such membership units and to take all necessary and appropriate action to effect any such transfer. The agent and attorney-in-fact may substitute and appoint one or more persons to act on its behalf. The effectiveness of a transfer pursuant to this assignment shall be subject to any and all transfer restrictions, if any, referenced on the face of the certificates evidencing such interest, if any, or in the articles of organization or limited liability company agreement of the subject company, to the extent they may from time to time exist.

ExchangeRight Real Estate, LLC

By:
Name: Warren Thomas
Title: Manager

EXHIBIT H

FORM OF SHARE REPURCHASE AUTHORIZATION

REPURCHASE AUTHORIZATION

FOR The ExchangeRight Essential Income REIT

Use this form to request repurchase of your common shares in ExchangeRight Essential Income REIT. Please complete all sections below.

1. REPURCHASE FROM THE FOLLOWING ACCOUNT

Name(s) on the Account

Social Security Number/TIN

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2. REPURCHASE AMOUNT *(Check one)*

❑ All Shares

❑ Number of Shares _____

❑ Dollar Amount $ _____

3. REPURCHASE TYPE *(Check one)*

❑ Normal

❑ Death

❑ Disability

Additional documentation is required if repurchasing due to Death or Disability.
Contact Investor Relations for detailed instructions at 855-379-8172.

4. SHARE REPURCHASE PLAN CONSIDERATIONS ***(Select only one)***

Our share repurchase plan contains limitations on the number of shares that can be repurchased under the plan during any year. In addition to these limitations, we cannot guarantee that we will have sufficient funds to accommodate all repurchase requests made in any applicable repurchase period and we may elect to repurchase fewer shares than have been requested in any particular quarter, or none at all. If the number of shares subject to repurchase requests exceeds the then applicable limitations, or if we otherwise do not make all requested repurchases, generally each shareholder's request will be reduced on a pro rata basis after we have repurchased all shares for which repurchase has been requested due to death, disability, exigent circumstance and mandatory distribution requirements under a shareholder's IRA; provided that, we reserve the right to reject any request for repurchase and will not repurchase any shares that would result in a violation of the restrictions on ownership and transfer set forth in our declaration of trust. If repurchase requests are reduced on a pro rata basis, you may elect (at the time of your repurchase request) to either withdraw your entire request for repurchase or have your request honored on a pro- rata basis. If you wish to have the remainder of your initial request repurchased, you must resubmit a new repurchase request for the remaining amount. **Please select one of the following options below. If an option is not selected, your repurchase request will be processed on a pro-rata basis, if needed.**

❑ Process my repurchase request on a pro-rata basis.

❑ Withdraw (do not process) my entire repurchase request if amount will be reduced on a pro-rata basis.

5. COST BASIS SELECTION *(Select only one)*

U.S. federal income tax information reporting rules generally apply to certain transactions in our shares. Where they apply, the "cost basis" calculated for the shares involved will be reported to the Internal Revenue Service ("IRS") and to you. Generally these rules apply to our shares. You should consult your own tax advisor regarding the consequences of these rules and your cost basis reporting options.

Indicate below the cost basis method you would like us to apply.

IMPORTANT: If an option is not selected, your cost basis will be calculated using the FIFO method.

- ❑ FIFO (First - In / First Out)
- ❑ LIFO (Last - In / First Out) *Consult your tax advisor to determine whether this method is available to you.*
- ❑ Specific Lots

If you have selected "Specific Lots," please identify the lots below:

Date of Purchase:	Amount of Purchase:
Date of Purchase:	Amount of Purchase:
Date of Purchase:	Amount of Purchase:

6. AUTHORIZATION AND SIGNATURE

IMPORTANT: Signature Guarantee may be required if any of the following applies:

- Amount to be repurchased is $500,000 or more.
- The repurchase is to be sent to an address other than the address we have had on record for the past 30 days.

Investor Name (Please Print)	Signature	Date

Co-Investor Name (Please Print)	Signature	Date

Signature Guarantee *(Affix Medallion or Signature Guarantee Stamp Below)*	**Custodian and/or Broker/Dealer Authorization** *(if applicable)* Signature of Authorized Person

* Please refer to the confidential private placement memorandum (the "memorandum") you received in connection with your initial investment in ExchangeRight Essential Income REIT, as amended by any amendments or supplements to that memorandum, for a description of the current terms of our share repurchase plan, which applicable share repurchase price is determined based on the schedule presented in the memorandum at the time of your initial investment. There are various limitations on your ability to request that we repurchase your shares. Our trustee may

determine to amend, suspend or terminate our share repurchase plan without shareholder approval, and we may choose to repurchase fewer shares in any particular quarter (or none at all) if repurchase requests, in our judgment, place an undue burden on our liquidity, adversely affect our operations or risk having an adverse impact on the Trust as a whole, or should we otherwise determine that investing our liquid assets in real properties or other illiquid investments rather than repurchasing our shares is in the best interests of the Trust as a whole. Repurchase of shares, when requested, will generally be made as of the opening of the first calendar day of the following quarter; provided however, that the trustee may determine from time to time to adjust the timing of repurchases. All requests for repurchases must be received in good order by 4:00 p.m. (Pacific time) on the 5th business day prior to the end of each quarter. A shareholder may withdraw his or her repurchase request by notifying us in writing, directly or through the shareholder's financial intermediary, at our mailing address noted below. Repurchase requests must be cancelled before 4:00 p.m. (Eastern time) on the 5th business day prior to the end of each quarter. We will determine the repurchase price set forth above based on the terms outlined in the memorandum under section "Early Repurchase Prices and Amounts" and based on our last published NAV (which will generally be the NAV we publish in the preceding quarter). We cannot guarantee that we will have sufficient available funds or that we will otherwise be able to accommodate any or all requests made in any applicable repurchase period.

An investor's repurchase price schedule shall be based on the figures presented in the memorandum that is effective as of their subscription date regardless of any changes to the offering purchase price in subsequent memorandums. The following is the share repurchase schedule included in the memorandum dated July 30, 2026, and as may be supplemented from time to time:

- beginning from the date of original subscription for the shares to be repurchased, the lower of 95% of the net original purchase price of $27.63 or NAV/share (net purchase price being measured as purchase price less Selling Commissions and Expenses);
- beginning one year from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price $27.63 or NAV/share;
- beginning two years from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price plus a 40 bps premium ($27.74), or NAV/share;
- beginning three years from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price plus a 60 bps premium ($27.80), or NAV/share;
- beginning four years from the date of original subscription for the shares to be repurchased, the lower of the net original purchase price plus an 80 bps premium ($27.85), or NAV/share; and
- beginning five years from the date of original subscription for the shares, the shares will be purchased at NAV/share.

Any proceeds due to investors for the shares to be repurchased through redemptions shall be reduced by amounts the special limited partner is entitled to receive for its incentive fee (i.e., a market value equal to 20% of the amount by which (i) the sum of the market value of our outstanding common shares and OP Units, plus total cash distributions made on our common shares and OP Units, exceeds (ii) the sum of our common shareholders' and OP Unitholders' invested capital plus total distributions required to be made to our common shareholders and OP Unitholders in order to pay the shareholders and OP Unitholders a 7% cumulative, non-compounded annual return on invested capital, reduced by any distributions previously made to the special limited partner). Such calculation shall be performed individually based on the dates corresponding to an investor's investment that is being redeemed.

* Your repurchase payment will be sent to the account you have elected to receive distributions from ExchangeRight Essential Income REIT.

Email and Mail to: investors@exchangeright.com; ExchangeRight Income Fund Trustee, LLC c/o ExchangeRight Essential Income REIT, 9215 Northpark Drive, Johnston, IA 50131

Investor Relations: 855-379-8172