

**SERIES DESIGNATION OF  
CONEST INVESTMENTS, LLC – SERIES [SERIES NAME]**

In accordance with the Series Limited Liability Company Agreement of CoNest Investments, LLC, a Delaware series limited liability company (the “Company”) dated October 29, 2024 (the “Agreement”) and upon the execution of this designation by the Company and CoNest Management LLC, a Delaware limited liability company, in its capacity as Manager of the Company and Initial Member of CoNest Investments, LLC – [SERIES NAME], a series of CoNest Investments, LLC (“[SERIES NAME]”), this exhibit shall be attached to, and deemed incorporated in its entirety into, the Agreement.

References to Sections and Articles set forth herein are references to Sections and Articles of the Agreement, as in effect as of the effective date of establishment set forth below.

<b>Name of Series</b>	CoNest Investments, LLC – [SERIES NAME], a series of CoNest Investments, LLC.
<b>Effective date</b>	[EFFECTIVE DATE].
<b>Manager</b>	CoNest Management LLC was appointed as the Manager of [SERIES NAME] with effect from the date of the Agreement and shall continue to act as the Manager of [SERIES NAME] until dissolution of [SERIES NAME] pursuant to Section 11.1(b) or its removal and replacement pursuant to the Agreement.
<b>Initial Member</b>	CoNest Management LLC, a Delaware limited liability company.
<b>Minimum Investment Amount</b>	Class A Units: Units may be purchased in increments of \$10,000.00 with a maximum of \$100,000.00 per investor. The minimum investment amount may be waived in the sole discretion of the Manager.
<b>Series Asset</b>	The Series Assets of [SERIES NAME] shall be comprised of [DESCRIPTION OF PROPERTY] (the “Property”), which will be acquired by [SERIES NAME] and any assets and liabilities associated with such asset and such other assets and liabilities acquired by [SERIES NAME] from time to time, as determined by the Manager in its sole discretion. Please see Appendix A to this exhibit for a full description of the Property.
<b>Acquisition Fee</b>	The Manager, its Affiliates, or its designated assigns shall earn an acquisition fee of three percent (3%) of the purchase price of each real property acquired by the Series. This fee is for their efforts in conducting due diligence on the property and making this investment opportunity available to investors.
<b>Project Management Fee</b>	The Manager, its Affiliates, or its designated assigns shall earn an annual project management fee of three percent (3%) of the gross revenue from the operation of each real property held by the Series, calculated and paid quarterly (0.75% per quarter) in arrears. This fee

is for organizing the Series and ongoing administrative and management services provided.

**Reimbursement of Expenses**

The Series will reimburse the Manager or its Affiliates reasonable expenses paid or incurred in connection with the Series' operations. Such reimbursements may be paid from Capital Contributions, operating revenue, or reserves. In addition, the Manager or its Affiliates will be reimbursed the fair value for provision of additional services to the Series at reasonable commercial rates on either an hourly or per-service basis.

**Issuance**

The Series may issue as many membership interests in [SERIES NAME] ("Interests") as necessary to fulfill its business purpose, as determined in the sole discretion of the Manager. Each Interest shall be designated as described below in "Interest Designation."

**Interest Designation**

Interests in [SERIES NAME] shall each be represented by series units ("Units"). Interests shall be divided among Class A and Class B Units.

Class A Units. Class A Units may be issued to Persons purchasing such Units in the Company. The Series is authorized to issue as many Class A Units as necessary to fully fund its business purpose, as determined by the Manager, in its sole discretion. Members holding Class A Units shall comprise eighty percent (80%) of the Interests in [SERIES NAME] and shall have the rights and responsibilities as outlined in this Series Designation and the Company Agreement.

Class B Units. Class B Units are reserved for the Manager, its affiliates, business partners, services providers, and other Persons in the sole discretion of the Manager. The Company is authorized to issue 100 Class B Units. Members holding Class B Units shall comprise twenty percent (20%) of the Interests in [SERIES NAME] and shall have the rights and responsibilities as outlined in this Series Designation and the Agreement.

**Distributions**

Any Free Cash Flows of each Series after (i) repayment of any amounts outstanding under Operating Expenses Reimbursement Obligations including any accrued interest as there may be and (ii) the creation of such reserves as the Manager deems necessary, in its sole discretion, to meet future Operating Expenses including the further development of and reinvestment in the Series Assets, shall be applied and distributed as follows:

Operational Cash Flow

Free Cash Flows from operational cash flow will be distributed as follows:

Eighty percent (80%) to the Class A Members, and twenty percent (20%) to the Class B Members, ratably apportioned to each Member based upon their respective Class A and Class B Interests.

#### Cash Flow from Capital Transactions and Dissolution/Liquidation

Free Cash Flows from capital transactions (sale or finance/refinance of the Series Asset) or from dissolution and liquidation of the Series will be distributed as follows:

- First, the Class A Members shall ratably receive all Free Cash Flows, until they have been returned all their unreturned Capital Contributions.
- Thereafter, all remaining Free Cash Flows will be distributed eighty percent (80%) to the Class A Members, and twenty percent (20%) to the Class B Members, ratably apportioned to each Member based upon their Class A and Class B Interests.

#### **Voting**

Record holders holding Class A Units (“Class A Record Holders”) shall collectively hold eighty percent (80%) of the voting rights of [SERIES NAME], and Record holders holding Class B Units (“Class B Record Holders”) shall collectively hold the remaining twenty percent (20%). The voting power of each Record Holder shall be calculated as follows: a Record Holder’s voting rights for any Units held shall be calculated by dividing the Record Holder’s total Units in a class by all issued and outstanding Units of the class and multiplying that number by 80% for Class A Record Holders, and multiplying that number by 20% for Class B Record Holders.

Subject to Section 3.5, the [SERIES NAME] Interests shall entitle the Record Holders thereof vote on any and all matters submitted to the consent or approval of Record Holders generally. No separate vote or consent of the Record Holders of [SERIES NAME] Interests shall be required for the approval of any matter, except as required by the Delaware Limited Liability Act or except as provided elsewhere in this Agreement.

The affirmative vote of the holders of not less than a majority of the [SERIES NAME] Interests then Outstanding shall be required for:

- (a) any amendment to this Agreement (including this Series Designation) that would adversely change the rights of the [SERIES NAME] Interests;
- (b) mergers, consolidations or conversions of [SERIES NAME] or the Company; and
- (c) all such other matters as the Manager, in its sole discretion, determines shall require the approval of the holders of the Outstanding [SERIES NAME] Interests voting as a separate class.

Notwithstanding the foregoing, the separate approval of the holders of [SERIES NAME] Interests shall not be required for any of the other matters specified under Section 12.1.

**Other rights**

Holders of [SERIES NAME] Interests shall have no conversion, exchange, sinking fund, appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions of [SERIES NAME] Interests, other than already described herein.

**Taxation**

[SERIES NAME] will be taxed as a partnership.

*[signatures follow on next page]*

**IN WITNESS WHEREOF**, this Series Designation has been executed as of the effective date written above.

**MANAGER:**

CONEST MANAGEMENT, LLC,  
a Delaware limited liability company

By: /s/ Vladimir Rubinin

\_\_\_\_\_  
Vladimir Rubinin  
Managing Member

By: /s/ Rahima Athari

\_\_\_\_\_  
Rahima Athari  
Managing Member

By: /s/ Jamil Damji

\_\_\_\_\_  
Jamil Damji  
Managing Member

**COMPANY:**

CONEST INVESTMENTS LLC,  
a Delaware series limited liability company

By: CoNest Management LLC, its Manager

By: /s/ Vladimir Rubinin

\_\_\_\_\_  
Vladimir Rubinin  
Managing Member

By: /s/ Rahima Athari

\_\_\_\_\_  
Rahima Athari  
Managing Member

By: /s/ Jamil Damji

\_\_\_\_\_  
Jamil Damji  
Managing Member

## **APPENDIX A**

### **Description of Property**