

Terms of Service

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Welcome to the **greatstatebuilders.com** website, owned and operated by **Great State Builders, LLC** (the “Company”). Please read these Terms of Service (the “Terms”) carefully before using the services offered by the Company. These Terms sets forth the legally binding terms and conditions for your use of the referenced website, all other sites owned and operated by the Company that redirect to the reference website, and all subdomains (collectively, the “Site”), and the services provided by the Company (the “Services”). By accessing, visiting, browsing, or contributing to the Site, you agree to be bound by these Terms, the Privacy Policy, and all other operating rules, policies, and procedures that may be published by the Company from time to time on the Site (collectively, the “Published Information”), each of which is incorporated by reference and each of which may be updated by the Company from time to time without notice to you. In order to access the Site and utilize any of the Services, you must accept these Terms, the Privacy Policy, and any Published Information.

Your use of the Site and Services is governed by the then current version of these Terms in effect on the date of such use. The Company, at its sole discretion, modify and replace these Terms at any time and without prior notice to you by posting the updated Terms on the Site. By using and accessing the Site, you acknowledge and agree to review the then-current version of the Terms prior to each such use. Your continued use of the Site after any modifications to the Terms have been published on the Site, or otherwise provided to you, constitutes your acknowledgment of, and binding agreement to, the then-current Terms. Notwithstanding the foregoing, the resolution of any dispute that arises between you and the Company will be governed by the Terms in effect at the time of the events giving rise to such dispute. The Company further reserves the right, in its sole discretion, to block or otherwise discontinue your access and use of the Site at any time and for any reason. You agree that the Company and its subsidiaries and affiliates will not be liable to you or to any third party for any such modification, suspension, or discontinuance.

Please also note that these Terms are in addition to any other agreements between you and the Company, including any customer, account, or marketing agreements, and any other agreements that govern your use of products, services, content, tools, and information available on the Site. These terms do not alter in any way the terms or conditions of any other agreement you may have with the Company, or its subsidiaries or affiliates, for the Service or otherwise. If you do not agree to all of these Terms, the Company’s Privacy Policy, and/or any Published Information, you are not eligible to participate in the Company’s Services or otherwise use this Site.

USER REQUIREMENTS

The Services are available only to individuals who are at least 18 years old (and at least the legal age in the jurisdiction of such user’s domicile). You represent and warrant that if you are an

individual, you are at least 18 years old and of legal age in your jurisdiction to form a binding contract and that all registration information you submit is accurate and truthful. The Company may, in its sole discretion, refuse to offer the Services to any person or entity. The Services are not available to any users suspended or removed from the Site or Services by the Company. By accessing the Site and/or using the Services, you represent that you have not been previously suspended or removed from the Site or Services.

In consideration of your use of the Site, you agree to (a) provide accurate, current, and complete information about you as may be prompted by any registration forms on the Site (“Registration Data”); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to the Company, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account. You agree to immediately notify the Company of any unauthorized use of your password or account or any other breach of security. The Company will not be liable for any loss or damage arising from your failure to comply with this Section.

In order to invest in any of the securities offered on this Site, you must be an “Accredited Investor” as defined in Rule 501 of Regulation D of the Securities Act of 1933, as amended (the “Securities Act”). In general, to qualify as an Accredited Investor, individuals must have a net worth of more than \$1 million (excluding their primary residence), or gross income for each of the last two years of at least \$200,000 (\$300,000 jointly with their spouse) with the expectation of a similarly qualifying income during the current year. You will be required to provide supporting documents to the Company to provide verification that you are an Accredited Investor. Such verification may require completion of an Accredited Investor questionnaire, submission of an Internal Revenue Service form (e.g., a W-2), completion of a satisfactory background information screening, and/or other confirmations or documentation. Your failure to provide any information and documentation requested to confirm your status as an Accredited Investor will preclude you from participating in any of the investment opportunities presented on the Site.

For offers and sales that occur outside of the United States, persons are only allowed access to such investment opportunities if such person represents that his or her access does not violate the laws of his or her country of residence. Pages of the Site that relate to the viewing of investment opportunities or to making investments in the securities offered therein may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules, or regulations of any governmental authority or where the Company is not authorized to provide such information or services. Your use of the Service or the Site constitutes your affirmative acknowledgment that you are not in violation of the laws of your country of residence and a waiver of the protection of any local non-U.S. laws.

You may not become a beneficial owner of 20% or more of any issuer’s outstanding voting equity securities (an “Issuer Covered Person”) without becoming subject to certain “bad actor” disqualifying events described in Rule 506(d) under the Securities Act (a “Disqualifying Event”). You represent that you are not subject to a Disqualifying Event and that you will promptly notify the Company in writing should any Disqualifying Events be applicable to you. The Company is not liable or responsible for making Rule 506(e) disclosures where an Issuer Covered Person

fails to provide notice of a Disqualify Event or for determining whether any Issuer Covered Person is subject to a Disqualifying Event.

SECURITIES OFFERINGS; NO PROFESSIONAL ADVICE PROVIDED

The securities offered on the Site have not been registered under the Securities Act in reliance on the exemption provisions of Section 4(a)(2) of the Securities Act and Rule 506, and/or Regulation S, promulgated thereunder. Securities sold through private placements are restricted and not publicly traded, and are therefore illiquid. Neither the U.S. Securities and Exchange Commission nor any state securities commission or other regulatory authority has approved, passed upon, or endorsed the merits of any offering on this Site. The Company is not a registered broker-dealer, funding portal, or investment advisor and the Company does not conduct any activity that would require such registration.

Investment overviews on the Site contain summaries of the purpose and principal business terms of the investment opportunities. Such summaries are intended for informational purposes only and do not purport to be complete, and each is qualified in its entirety by reference to the more detailed discussions contained in the investor document package relating to such investment opportunity. The information contained on the Site has been prepared without reference to your investment requirements or financial situation, and potential investors are encouraged to consult with professional tax, legal and financial advisors before making any investment.

The Company does not guarantee the performance of any offerings made through the Site or Services, and any and all projections, estimates, and expectations for investments offered through the Site or Services are merely opinions and should not be relied on for any purpose whatsoever. The value of investments and the income from them can fall as well as rise. Past performance is not a guarantee of future performance. The contents of this Site do not constitute financial, legal, or tax advice. You are solely responsible for conducting any legal, accounting, or another due diligence review. You should obtain investment and tax advice from your advisers before deciding to invest. You acknowledge and agree that the Company is not a registered Investment Company or Investment Advisor within the meaning of the Investment Company Act of 1940 and the Investment Advisors Act of 1940, respectively. You should obtain investment and tax advice from your advisers before deciding to invest. Investment products are not FDIC insured, may lose value, and there is no bank guarantee.

None of the information contained on the Site constitutes a recommendation, solicitation, or offer to buy or sell any securities, options, or other financial instruments or other assets or provide any investment advice or service. The information and services provided on the Site are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules, or regulations of any governmental authority or where the Company is not authorized to provide such information or

services. Some products and services described on the Site may not be available in all jurisdictions or to all users.

UNAUTHORIZED USE/PROHIBITED ACTIVITIES

Unauthorized use of the Site and/or the Services, including, but not limited to, unauthorized entry into the Company's systems, the misuse or sharing of passwords, or misuse of any other information, is strictly prohibited. You may not use the Site in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You agree that you will not engage in any activities related to the Site that are contrary to applicable laws or regulations. You may be liable for any losses incurred by the Company or others due to any unauthorized use of your account.

You further agree that you are responsible for any unauthorized use of your password that is made before you have notified the Company and before the Company has had a reasonable opportunity to act on that notice. The Company reserves the right at its discretion to suspend or cancel your account and/or password, even without receiving such notice from you, if there is any suspicion that it is being used in an unauthorized or fraudulent manner.

You are solely responsible for maintaining the confidentiality of your account and password. You will also be liable for any losses incurred by the Company or others due to any unauthorized use of your account.

You agree that you are responsible for your own conduct while using the Site or Services and for any consequences thereof. You agree to use the Services only for purposes that are legal, proper and in accordance with these Terms, the Company Privacy Policy, any Published Information, and any applicable law, rules or regulations (including without limitation the Securities Act, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisers Act of 1940, any applicable state "Blue Sky" laws, any other applicable United States federal or state securities laws, regulations and rules, any securities exchange or self-regulatory organization's rules or regulations, any consumer protection, unfair competition, and anti-discrimination laws or regulations and any applicable foreign laws). By way of example, and not as a limitation, you agree to not take any action that is listed below: Infringes Rights. You agree not to upload, post, email, transmit, submit, or otherwise make available through the Site or Services any material or content that infringes any patent, trademark, copyright, trade secret, or other proprietary rights of any party unless you are the owner of such rights or have the permission of the owner to post such content. You further agree to not take any action that infringes any patent, trademark, trade secret, copyright, right of publicity, or other rights of any other person or entity, or violates any law or contract, including removing any copyright, trademark, or other proprietary rights notices contained in or on the Site or Services. Distribution without Consent. You agree not to distribute in any medium any part of the Site or Services or any content available thereon without the Company's prior written authorization. The only exceptions are where the Company makes available the means for such distribution through functionality offered by the Site. Alterations or Modifications. You agree not to alter or modify

any part of the Site or Services. Submitting False, Defamatory, or Harassing Information. You agree not to upload, post, email, transmit or submit or otherwise make available through the Site or Services any inappropriate, defamatory, infringing, obscene, false, misleading, inaccurate, harassing, threatening, or unlawful material or content or imply that such content is sponsored or endorsed by the Company, any of its affiliates or any third parties. You further agree not to take any action that would defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Unlawful Purposes. You agree not to use the Site or Services for any illegal or unauthorized purpose (including, without limitation, in violation of any United States federal and state securities or blue sky laws or regulations, securities exchange or self-regulatory organization's rules or regulations, consumer protection, unfair competition, and anti-discrimination laws or regulations or equivalent laws or regulations in foreign jurisdictions). Non-Public Areas. You agree not to access, tamper with, or use non-public areas of the Site or Services or any other computer systems or networks connected to the Site or Services. Breach of Security Measures. You agree not to breach any of the Company's security or authentication measures. Unauthorized Access or Contact. You agree not to gain unauthorized access to the Site, Services, any other Company website or service, or the computer systems or networks connected to the Services through hacking, password mining, or any other means. You further agree not to contact any party or user other than as allowed through the Site or Services. Generate Artificial Traffic. You agree not to use the Services to artificially generate traffic or page links to a website or for any other purpose not expressly allowed under these Terms. Commercial Uses. You agree not to use the Services for any commercial uses or purposes unless you obtain the Company's prior written consent and approval. Such commercial uses include but are not limited to (i) soliciting other users for investments of any kind; (ii) offering or selling any products or services of any kind; (iii) making investment recommendations to other users; and (iv) advertising, sponsorships, or promotions placed on or within the Site or Services. Unlawful Schemes or Activities. You agree not to upload, post, email or transmit, or otherwise make available through the Site or Services any materials that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law, these Terms, the Privacy Policy or any Published Information. You further agree not to promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual. Disabling Security Features. You agree not to circumvent, disable or otherwise interfere with security-related features of the Services or any other computer systems or networks connected to the Services. You also agree not to circumvent, disable or otherwise interfere with features that prevent or restrict the use or copying of any material or content or enforce Services or content use limitations. Impersonation. You agree not to impersonate any person or entity, including any employee or representative of the Company, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any materials. Other. You agree not to: (i) use the Services or take any action that imposes or may impose (as determined by the Company in its sole discretion) an unreasonable or disproportionately large load on the Company's or its third-party providers' infrastructure or that could damage, disable, overburden, or impair the Services, or interfere with any other party's use and enjoyment of the Services; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass any measures the Company may use to prevent or restrict access to the Services (or other accounts, computer systems, or networks connected to the Services); (iv) run Maillist, Listserv, or any form of auto-responder or "spam" on the Services;

(v) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Services or collect information about its users for any unauthorized purpose; or
(vi) transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.

PROPRIETARY RIGHTS

All content on the Site, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound, and other files, and their selection and arrangement (the “Site Content”), are the Company’s proprietary property with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company’s prior written consent, except that, if you are eligible for use of the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Site Content solely for your personal use, provided that you keep such portions confidential and all copyright or other proprietary notices intact. You may not republish Site Content on any internet, intranet, or extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of the Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. The Company may revoke this license at any time without notice and with or without cause.

USER CONTENT

The Services may allow you and other users to submit, post, transmit, and share content with other users. You are solely responsible for any such content (which may include photos, profiles, messages, notes, text, information, music, video, contact information for you or others, advertisements or other content) that you upload, publish, provide or display (hereinafter, “post”) on or through the Services or the Site, or transmit to or share with other users (collectively, the “User Content”). It is against these Terms to contact sponsoring real estate operating companies or borrowers directly or to attempt to enter into any transactions with such persons or entities outside of the Service. You understand and agree that the Company may, but is not obligated to, review and delete or remove (without notice) any User Content in the Company’s sole discretion, including without limitation, User Content that in the Company’s sole judgment violates these Terms, might be offensive or illegal or might violate the rights of, harm, or threaten the safety of, Users or others.

By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly

perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will not expire.

You acknowledge and agree that the Company may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of the Company, its Users and the public. You understand that the technical processing and transmission of the Services, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices.

COPYRIGHT POLICY/COPYRIGHT COMPLAINTS

The Company does not permit infringement of intellectual property rights on the Site or Services, and the Company will remove copyright infringing activities or related User Content if the Company is properly notified that such User Content infringes on another's intellectual property rights. If you believe that your work has been copied in a way that constitutes copyright infringement, or that any material on the Site violates these Terms or your intellectual property rights, please notify the Company via the Contact Us page that can be found on the above referenced website, with the following information pursuant to the Digital Millennium Copyright Act ("DMCA"): (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material; (iv) information reasonably sufficient to permit the Company to contact you, such as an address, telephone number and, if available, an electronic mail address at which you may be contacted; (v) a statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES

Because the Company offers its Services on this Site and on the Internet, it is necessary for you to consent to transact business with the Company online and electronically. Before you decide to do business electronically with the Company, you must satisfy the following computer hardware and software requirements: access to the Internet; an email account and related software capable

of receiving email through the Internet; a web browser that is SSL-compliant and supports secure sessions; and hardware capable of running this software.

The Company works with third-party escrow agents and administrators and uses third-party bank accounts through which it receives payments, and makes disbursements, through electronic funds transfers (ACH transfers) using the bank (or other financial institution) account information you may provide to the Company. If you elect to send or receive an electronic fund transfer, you authorize such bank or other financial accounts to pay any amounts described herein and authorize the Company's agents to make any and all disbursements to such account. You agree to provide the Company with updated information regarding your bank or other accounts upon the Company's request and at any time that the information earlier provided is no longer valid.

By using the Services, you consent to receive from the Company certain disclosures electronically, either via the Site or to the email address you provide to the Company, and by these Terms, you agree to receive electronically all documents, communications, notices, contracts, and agreements, including any IRS Form 1099 or other tax forms, schedules or information statements, arising from or relating to your use of this Service, and the servicing of any products or services you may obtain through the Site (each, a "Disclosure"), from the Company or any of its service providers. The decision to do business with the Company electronically is yours. This document informs you of your rights concerning Disclosures.

Your consent to receive Disclosures and transact business electronically, and the Company's agreement to do so, applies to any transactions to which such Disclosures relate between you and the Company. Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a User have been made. You may not withdraw such consent as long as you have any outstanding transactions or obligations with the Company through the Site. If you have no outstanding transactions or obligations with the Company through the Site and wish to withdraw consent to doing business electronically, the Company will terminate your registered user account.

You also expressly consent to receive messages, including emails (including SMS/text messages), and substantially similar messages widely distributed on telephone answering or voicemail systems from the Company, the Company's affiliates, marketing partners, agents, and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider will charge you according to the type of plan you carry. **SMS consent is not shared with third parties except with service providers used to deliver messaging services on the Company's behalf.** If you are accessing the Site and the Disclosures electronically via a mobile device (such as a smartphone, tablet, and the like), in addition to the above requirements you must make sure that you have software on your mobile device that allows you to print and save the Disclosures presented to you during the application process. These applications can be found for most mobile devices in the device's respective "app store." If you do not have these capabilities on your mobile device, please access the Site through a device that provides these capabilities.

Electronic Communication Privacy Act Notice (18 U.S.C. §§2701-2711): The Company makes no guarantee of confidentiality or privacy of any communication or information transmitted on the Site or any website linked to the Site. The Company will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other content stored on the Company's equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Services.

MODIFICATION

The Company reserves the right, in its sole and absolute discretion and without any prior notice to you, to modify, correct, or replace any of the terms of these Terms of Service, or change, suspend, or discontinue the Site or the Services (including without limitation, the availability of any feature, database or content) at any time. Such modification shall become a part of these Terms and is automatically effective once posted on the Site. These Terms may not be orally amended. The Company may also impose limits on certain features and services or restrict your access to all or a part of the Site or Services without notice or liability. It is your responsibility to check these Terms periodically for changes. Your continued use of the Services following the posting of any changes to the Terms of Service constitutes your acceptance of those changes.

LINKED SITES

The Site may contain links to third party websites ("Linked Sites"). Linked Sites are provided only as a convenience, and when you access Linked Sites, you do so at your own risk. Linked Sites are not under the Company's control, and you acknowledge that the Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any Linked Site on the Site does not imply an affiliation, sponsorship, or endorsement by the Company or any association with its operators. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance

TERMINATION

The Company may terminate your access to all or any part of the Site and Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your account. If you wish to terminate your account, you may do so by following the instructions on the Site. All provisions of these Terms shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

LIMITATION OF LIABILITY

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED AND EXCEPT AS MAY BE REQUIRED BY APPLICABLE SECURITIES LAWS, IN NO EVENT WILL THE COMPANY OR ANY OF ITS DIRECTORS, OFFICERS, EQUITY HOLDERS, PARTNERS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICES (INCLUDING ANY INVESTMENTS MADE) OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SITE, EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS MAY BE REQUIRED BY APPLICABLE SECURITIES LAW OR OTHER LAWS, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM THE COMPANY OF ITS DIRECTORS, OFFICERS, EQUITY HOLDERS, PARTNERS, EMPLOYEES OR REPRESENTATIVES, REGARDLESS OF THE CAUSE OF ACTION.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THIS LIMITATION OF LIABILITY ALSO APPLIES WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY LINKED SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN THE COMPANY AND RECEIVED THROUGH THE SERVICES OR ANY LINKED SITES.

CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

DISCLAIMERS

You agree that your use of the site and services and any content, products, services, or features made in conjunction with or through the services shall be at your sole risk and unless otherwise expressly stated by the Company, are provided “as is” and “as available”. To the fullest extent permitted by law, the Company, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the site and the services and your use thereof,

including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement of proprietary rights, compliance with united states federal and state securities or blue sky laws or regulations, securities exchange or self-regulatory organization's rules or regulations, and equivalent laws or regulations in foreign jurisdictions, correctness, accuracy, and reliability.

The Company does not guarantee the accuracy of any User Content or third-party content. The Company does not control and is not responsible for what users post on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or third-party content. We are not responsible for the conduct, whether online or offline, of any user of the Site or Services. We cannot guarantee and do not promise any specific results (relating to investments or otherwise) from the use of the Site and/or the Services.

The Company has no special relationship with or fiduciary duty to you and without limiting the foregoing, makes no representation or warranty with respect to the merits and risks of any investments made by using or through the services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. The Company is not responsible for verifying that any investor or user is an accredited investor beyond reviewing information submitted directly to the Company or its designated agents. The Company does not recommend any investment opportunities specifically to or for any user or endorse their suitability for investment by any specific user.

The Site and the Services may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, User communications. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Site or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Internet and/or in connection with the Site or the Services. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Site or the Services, any User Content, or third-party content posted on or through the Site or the Services or transmitted to users, or any interactions between users of the Site, whether online or offline.

INDEMNIFICATION

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Great State Builders, LLC, its affiliates, officers, directors, employees, contractors, suppliers, representatives and agents, from and against any and all claims, damages, obligations, losses,

liabilities, costs or debts, and expenses (including but not limited to attorney's fees) arising from or relating to: (i) your use or misuse of and access to the Site, Services, or any content thereon; (ii) your violation of any of these Terms of Service, the Company's Privacy Policy, or any Published Information; (iii) infringement by you or any third party using your account of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your User Content caused damage to a third party.

This defense and indemnification obligation will survive these Terms and your use of the Service. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with the Company in asserting any available defenses.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine. In addition, you hereby release any claims you may have against the Company and any employee, officer, director, or affiliate of the Company that is in any way related to your use of the Site or Services, including any referrals you may receive from the Company as a result of your registration. You are solely responsible for your use of the Site or Services, for any content you provide, and for any consequences thereof, including the use of your content by other users and third parties.

GOVERNING LAW; ARBITRATION

These Terms of Service (and any further rules, policies, or guidelines incorporated by reference) shall be governed by and construed, and enforced in accordance with the laws of the State of Texas as they apply to agreements entered into and to be performed entirely within Texas between Texas residents, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United Nations Convention of Contracts for the International Sale of Goods. By your agreement to these Terms and your use of the Services, you agree to submit to personal jurisdiction in Texas for all purposes, and you agree to waive, to the maximum extent permitted by law, any right to a trial by jury for any matter. Unless otherwise agreed in writing by you and the Company, any dispute arising out of or relating to these Terms, or any breach thereof, shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, or such arbitration body as required by law, rule or regulation, and a final judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will be conducted in the English language before a single arbitrator in Texas. Such arbitration must be commenced within one (1) year after the claim or cause of action arises. Notwithstanding the foregoing, either the Company or you may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision. You acknowledge and agree that you may bring claims against the Company only in an individual

capacity and not as a plaintiff or class member in any purported class or representative proceeding.

OTHER

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