

## ADDISON AG TECH, LP SUMMARY TERMSHEET

<b>ISSUER:</b>	Addison AG Tech, LP (the “ <b>Partnership</b> ”). This is the First Fund that the Issuer has participated in making an offering. The General Partner has no prior experience in operating a Fund.
<b>STRUCTURE:</b>	Limited Partners (Investors) invest in a closed-end structure managed by its General Partner (GP), Addison Fund GP, LLC.
<b>MANAGEMENT FEE:</b>	NO (0%) Management Fees paid by the Fund or Charged by the General Partner.
<b>ADVISORY COMMITTEE:</b>	The General Partner will establish an advisory committee (the “Advisory Committee”) for the Fund composed of Limited Partners or their representatives selected by the General Partner and/or their representatives. The General Partner will seek to appoint a minimum of three (3), but no more than five (5), members to the Advisory Committee. The cost of holding Advisory Committee meetings, including the reasonable travel and accommodation costs of Advisory Committee members, will be borne by the Fund.
<b>FUND EXPENSES:</b>	Fund will be responsible for direct, third-party expenses (e.g. tax, audit, legal, appraisals and organizational expenses of the Fund) or for expenses incurred on behalf of the Fund. The Fund will pay up to \$150,000 in startup costs to cover legal, accounting, and other 3 <sup>rd</sup> party fees. The Fund will pay up to \$225,000 in working capital needs per year for the duration of the Fund.
<b>TERM:</b>	The term of the Partnership will be five years and extended as needed up to 2 additional 1-year terms at the discretion of the GP.
<b>TARGET ACQUISITION:</b>	The Fund has entered into an Acquisition Agreement for a Commercial Real Estate that has an Indoor Agriculture Grow Facility and Tenant. The Facility is 40,000 sq. ft. and has been approved as a Cannabis overlay district by the Village of Addison, MI. The Facility has up to 30 Commercial Class C Recreational Licenses and 30 Commercial Class C Medical Growers licenses.
<b>TERMINATION:</b>	<p>Upon termination, the Fund shall be dissolved and wound-up. The General Partner shall proceed with the orderly sale or liquidation of the assets of the Fund and shall apply and distribute the proceeds of such sale or liquidation in the following order of priority, unless otherwise required by law:</p> <p>First, to pay all expenses of liquidation;</p> <p>Second, to pay all creditors of the US Fund (including Limited Partners who are creditors) in the order of priority provided by law or otherwise;</p>

Third, to the establishment of any reserve which the General Partner may deem necessary (such reserve may be paid over to an escrow agent); and

Fourth, to the Limited Partners or their legal representatives in accordance with the waterfall provisions set forth in the “Distributions” section of this Summary of Principal Terms.

Upon dissolution, the General Partner may in its sole and absolute discretion (a) liquidate all or a portion of the Fund’s assets and apply the proceeds of such liquidation in the manner set forth above and/or (b) hire independent appraisers to appraise the value of the Fund’s assets not sold or otherwise disposed of or determine the fair market value of such assets, and allocate any unrealized gain or loss determined by such appraisal to the Limited Partners as though the properties in question had been sold on the date of distribution and, after giving effect to any such adjustment, distribute said assets in the manner set forth above; provided that, the General Partner shall in good faith attempt to liquidate sufficient Fund assets to satisfy in cash the debts and liabilities described above.

If a Limited Partner shall, upon the advice of counsel, determine that there is a reasonable likelihood that any distribution in kind of an asset would cause such Limited Partner to be in violation of any law, regulation or order, such Limited Partner and the General Partner shall each use commercially reasonable efforts to make alternative arrangements for the sale or transfer into an escrow account of any such distribution on mutually agreeable terms.

A reasonable amount of time shall be allowed for the orderly liquidation of the assets of the US Fund and the discharge of liabilities to creditors so as to enable the General Partner to minimize the losses attendant upon such liquidation.

#### **USE OF FUND PROCEEDS:**

The Addison AG Tech, LP fund’s investment objective is to provide investors with long term capital appreciation. The Fund seeks to achieve its investment objective by investing and pursuing value added real estate and implementing technology to achieve this objective and to invest in related agricultural technology real estate. Fund also may invest, directly or indirectly, in other real estate and real estate-related investments, including, without limitation: (i) industrial properties, (ii) other real estate-related assets; and/or (iii) operating companies or other entities involved in real estate (collectively, “Real Estate Investments”).

The Fund generally expects to acquire preferred equity interests in Real Estate Investments, however Real Estate Investments also may include, without limitation, direct and indirect equity investments, a combination of equity and debt investments, participating or mezzanine debt investments, and mortgage loans. The Fund may also take a secured position in non-Real Estate Investments up to 10% of the Fund’s assets.

The Fund may hold each or any Real Estate Investment in a separate business entity and treat it as a separate real estate asset or entity. The Fund will provide Buildout Capital, Manage Construction Process, including payments to all General Contractors/Subs, and Tenant Improvements as part of this offering. The Fund may immediately deploy capital invested. There is no minimum threshold that the fund is required to meet prior to deployment of funds.

**SECURITIES OFFERED:**

This is a Restricted Security pursuant to Rule 506(c) of Regulation D.

The Investor shall receive a Preferred 8% return. The Preferred Return Dividend of 8% will pay the Investors pursuant to the Addison AG Tech Distribution Waterfall Schedule as follows:

Return of Principal to LP's first, including equity put forth by GP for the land and building. The GP equity shall be placed into the Fund and paid as a Limited Partner with the same rights as the LP;

Next, the LP's shall be paid an 8% cumulative preferential return on principal to Limited Partners;

Then the GP shall be paid a 20% full catch-up equivalent to 20% of all distributions made to the LP's;

Finally, the remaining funds shall be split 70/30 between LP/GP

The Partnership shall be operated pursuant to the Limited Partnership Agreement, ("LPA")

**PERFORMANCE FEE:**

The GP shall be entitled to performance fee based on the waterfall schedule.

GP/GP Affiliate Funds = \$2 M

GP/GP Affiliate Funds Percentage of Fund 28.5%

GP Distribution of Fund Net Profit = 19.8%

LP Funds= \$5M

LP % of Funds= 72.5%

LP Distribution of Fund Net Profit= 80.2%

**FISCAL YEAR**

January 1 to December 31

**GP CO INVESTMENT:**

The GP and/or GP Affiliates intend to shall place \$2 million of agreed upon equity into the Partnership Fund (Land and Building at Completion) and shall be paid back as an LP under the same terms and conditions as the Limited Partner Investment.

**EXIT:**

Upon the occurrence of which ever event occurs first: Federal Legalization of Cannabis "Triggering Event" or when the GP terminates the Fund, the GP shall sell the investment property back to the grantor for a minimum of \$5 Million Dollars or the total sum that will equal \$15.5 Million Dollars to achieve total distributions to the LP's of \$12,496, 647.45.

In no event shall the LP's receive less than the sum of the total amount of their investment plus 8% cumulative return with 1 compounding period per year.

<b>REDEMPTION RIGHTS:</b>	No Redemption Rights/Withdrawal Rights; net income from proceeds expected to be distributed quarterly until exit.
<b>MINIMUM INVESTMENT:</b>	\$25,000
<b>TARGET COMMITMENT:</b>	Fund is seeking \$7 million USD in aggregate capital commitments (the “Capital Commitments”) from qualified investors (the “Limited Partners”), subject to the General Partner’s sole discretion to increase the size of the offering. Each Limited Partner’s Capital Commitment shall be the amount that the Limited Partner specifies as its “Capital Commitment” in its Subscription Agreement, subject to the discretion of the General Partner to reject in whole or in part the offer of a subscription for any reason. The Partnership will be a Limited Partner of the Fund and its contribution will be included in the Capital Commitment.
<b>INVESTOR QUALIFICATION:</b>	Defines which Investors are eligible to participate in the Offering, such as a requirement that they meet the “ <a href="#">Accredited Investor</a> ” definition within. (Investments are sold only to Accredited Investors).
<b>OFFERING PERIOD:</b>	March 2, 2022 to December 31, 2022
<b>CLAW BACK:</b>	If at Exit and following the distribution of all or substantially all of the Fund’s assets pursuant to the Limited Partnership Agreement, the aggregate amount received by any Limited Partner does not equal or exceed: (i) such Limited Partner’s capital contributions applied to the purchase of Real Estate Investments, plus (ii) an amount sufficient to provide an 8% per annum cumulative return, compounded annually, on the amount set forth in clause (i) and (ii) above, the General Partner will be liable to return the after-tax amount of any such excess distributions received by it to the Fund, for distribution to the Partners, at the end of the US Fund’s term.