

# SECURITIES AND EXCHANGE COMMISSION

## FORM 1-SA

Filing Date: **2022-09-27** | Period of Report: **2022-06-30**  
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### FILER

#### Fundrise Equity REIT, LLC

CIK: **1648956** | IRS No.: **352536661** | State of Incorporation: **DE** | Fiscal Year End: **1231**  
Type: **1-SA** | Act: **33** | File No.: **24R-00008** | Film No.: **221267156**  
SIC: **6798** Real estate investment trusts

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 1-SA**

SEMIANNUAL REPORT PURSUANT TO REGULATION A OF THE SECURITIES ACT OF 1933

For the Fiscal Semiannual Period ended June 30, 2022

**Fundrise Equity REIT, LLC**  
(Exact name of issuer as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**35-2536661**  
(I.R.S. Employer  
Identification No.)

**11 Dupont Circle NW, 9<sup>th</sup> Fl, Washington, DC**  
(Address of principal executive offices)

**20036**  
(Zip Code)

**(202) 584-0550**  
Registrant's telephone number, including area code

**Common Shares**  
(Title of each class of securities issued pursuant to Regulation A)

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**TABLE OF CONTENTS**

<a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	<a href="#">3</a>
<a href="#">Other Information</a>	<a href="#">14</a>
<a href="#">Index to the Unaudited Consolidated Financial Statements of Fundrise Equity REIT, LLC</a>	<a href="#">15</a>
<a href="#">Exhibits</a>	<a href="#">16</a>

**Item 1. Management's Discussion and Analysis of Financial Condition and Results of Operations**

The following discussion of our financial condition and results of operations should be read in conjunction with our financial statements and the related notes thereto contained in this Semiannual Report on Form 1-SA ("Semiannual Report"). The following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results could differ materially from those discussed in the Statements Regarding Forward Looking Information contained in our latest offering circular (the "Offering Circular") qualified by the Securities and Exchange Commission ("SEC"), which may be accessed [here](#). Unless otherwise indicated, the latest results discussed below are as of June 30, 2022. The financial statements included in this filing as of June 30, 2022 and for the six

months ended June 30, 2022 and 2021 are unaudited and have not been reviewed, and may not include year-end adjustments necessary to make those financial statements comparable to audited results, although in the opinion of management all necessary adjustments have been included to make interim statements of operations not misleading.

## Business

Fundrise Equity REIT, LLC is a Delaware limited liability company formed on June 30, 2015 to originate, invest in and manage a diversified portfolio of commercial real estate properties. Operations commenced February 27, 2016. We may also invest, to a limited extent, in commercial real estate loans, as well as commercial real estate debt securities and other select real estate-related assets. We may make our investments through majority-owned subsidiaries, some of which may have rights to receive preferred economic returns. The Company has one reportable segment consisting of investments in real estate. The use of the terms “Fundrise Equity REIT”, the “Company”, “we”, “us” or “our” in this Semiannual Report refer to Fundrise Equity REIT, LLC unless the context indicates otherwise.

Effective September 1, 2022, the Company merged (the “Merger”) with Fundrise Balanced eREIT, LLC (the “Target eREIT”), with the Company as the surviving entity. In connection with the Merger, we issued to the shareholders of the Target eREIT common shares based on an agreed upon exchange ratio (“Exchange Ratio”). The Exchange Ratio was based on the Target eREIT’s NAV per share that was effective as of the date of the Merger, September 1, 2022. For more information about the Merger, please see the Offering Circular filed on September 1, 2022, [here](#). Refer to “Recent Developments” for further information.

As a limited liability company, we have elected to be taxed as a C corporation. Commencing with the taxable year ending December 31, 2016, the Company operates in a manner intended to qualify for treatment as a real estate investment trust (“REIT”) under the Internal Revenue Code of 1986, as amended.

We are externally managed by Fundrise Advisors, LLC (our “Manager”), which is an investment adviser registered with the SEC, and a wholly-owned subsidiary of Rise Companies Corp. (our “Sponsor”), the parent company of Fundrise, LLC, our affiliate. Fundrise, LLC owns and operates the online investment platform located at [www.fundrise.com](http://www.fundrise.com), which allows investors to hold interests in real estate opportunities that may have been historically difficult to access for some investors. Our Manager has the authority to make all of the decisions regarding our investments, subject to the limitations in our operating agreement and the direction and oversight of our Manager’s investment committee. Our Sponsor also provides asset management, marketing, investor relations and other administrative services on our behalf. Accordingly, we do not currently have any employees nor do we currently intend to hire any employees who will be compensated directly by us.

## Risk Factors

We face risks and uncertainties that could affect us and our business as well as the real estate industry generally. These risks are outlined under the heading “Risk Factors” contained in our Offering Circular, which may be accessed [here](#), as the same may be updated from time to time by our future filings under Regulation A (“Regulation A”) of the Securities Act of 1933, as amended (the “Securities Act”). In addition, new risks may emerge at any time and we cannot predict such risks or estimate the extent to which they may affect our financial performance. These risks could result in a decrease in the value of our common shares.

## Offering Results

As of June 30, 2022, we were offering up to \$75.0 million in our common shares during the rolling twelve-month period under Regulation A (the “Offering”). Effective March 15, 2021, the SEC adopted an amendment to increase the maximum offering amount under Tier 2 of Regulation A from \$50.0 million to \$75.0 million. As of June 30, 2022, the Company was utilizing this increased offering amount in its Offering. The Offering is being conducted as a continuous offering pursuant to Rule 251(d)(3) of Regulation A, meaning that while the offering of securities is continuous, active sales of securities may occur sporadically over the term of the Offering. As of June 30, 2022 and December 31, 2021, we have raised total gross offering proceeds of approximately \$197.9 million and \$187.5 million, respectively, from settled subscriptions (including \$200,000 received in the private placements to our Sponsor, and Fundrise, L.P., an affiliate of our Sponsor, and approximately \$7.4 million and \$4.2 million, respectively, received in private placements to third parties), and had settled subscriptions in our Offering and private placements for an aggregate of approximately 17,020,000 and 16,489,000, respectively, of our common shares. Assuming the settlement for all subscriptions received as of June 30, 2022, approximately \$15.8 million of our previously qualified common shares remained available for sale to the public (based on our current share price) under our Offering.

On July 25, 2022, the Manager closed the then-ongoing Offering. Most recently, the Company qualified approximately \$62.8 million of additional common shares for sale pursuant to Regulation A on August 30, 2022. Refer to “Recent Developments” for further information.

Until September 30, 2016, the per share purchase price for our common shares was \$10.00, an amount that was arbitrarily determined by our Manager. Thereafter, the per share purchase price for our common shares is subject to adjustment every fiscal quarter and, as of January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year (or as soon as commercially reasonable and announced by us thereafter), will equal the greater of (i) \$10.00 per share or (ii) the sum of our net asset value (“NAV”), divided by the number of our common shares outstanding as of the end of the prior fiscal quarter (“NAV per share”).

Below is the quarterly NAV per share since September 30, 2016, as determined in accordance with our valuation policies. Linked in the table is the relevant Form 1-U detailing each NAV evaluation method, incorporated by reference herein.

<b>Date</b>	<b>NAV Per Share</b>	<b>Link</b>
September 30, 2016	\$ 9.55	<a href="#">Form 1-U</a>
December 31, 2016	\$ 9.60	<a href="#">Form 1-U</a>
March 31, 2017	\$ 9.82	<a href="#">Form 1-U</a>
June 30, 2017	\$ 10.25	<a href="#">Form 1-U</a>
September 30, 2017	\$ 10.45	<a href="#">Form 1-U</a>
December 31, 2017	\$ 10.46	<a href="#">Form 1-U</a>
March 31, 2018	\$ 10.71	<a href="#">Form 1-U</a>
June 30, 2018	\$ 11.03	<a href="#">Form 1-U</a>
September 30, 2018	\$ 11.23	<a href="#">Form 1-U</a>
December 31, 2018	\$ 11.30	<a href="#">Form 1-U</a>
March 31, 2019	\$ 11.44	<a href="#">Form 1-U</a>
June 30, 2019	\$ 11.55	<a href="#">Form 1-U</a>
October 1, 2019	\$ 11.75	<a href="#">Form 1-U</a>
December 31, 2019	\$ 12.91	<a href="#">Form 1-U</a>
March 31, 2020	\$ 12.94	<a href="#">Form 1-U</a>
June 30, 2020	\$ 13.00	<a href="#">Form 1-U</a>
September 30, 2020	\$ 13.41	<a href="#">Form 1-U</a>
December 31, 2020	\$ 14.08	<a href="#">Form 1-U</a>
March 31, 2021	\$ 14.30	<a href="#">Form 1-U</a>
June 30, 2021	\$ 14.90	<a href="#">Form 1-U</a>
September 30, 2021	\$ 17.67	<a href="#">Form 1-U</a>
December 31, 2021	\$ 19.55	<a href="#">Form 1-U</a>
March 31, 2022	\$ 20.32	<a href="#">Form 1-U</a>
June 30, 2022	\$ 20.75	<a href="#">Form 1-U</a>
September 1, 2022	\$ 21.10	<a href="#">Form 1-U</a>

## **Distributions**

To qualify as a REIT, and to maintain our qualification as a REIT, we will be required to make aggregate annual distributions to our shareholders of at least 90% of our REIT taxable income (computed without regard to the dividends paid deduction and excluding net capital gain), and to avoid federal income and excise taxes on retained taxable income and gains we must distribute 100% of such income and gains annually. Our Manager may authorize distributions in excess of those required for us to maintain REIT status and/or avoid such taxes on retained taxable income and gains depending on our financial condition and such other factors as our Manager deems relevant. Provided we have sufficient available cash flow, we intend to authorize and declare distributions based on daily record dates and pay distributions on a quarterly or other periodic basis. We have not established a minimum distribution level.

While we are under no obligation to do so, we have in the past and expect in the future to declare and pay distributions quarterly in arrears; however, our Manager may declare other periodic distributions as circumstances dictate. In order that investors may generally begin receiving distributions immediately upon our acceptance of their subscription, we expect to authorize and declare distributions based on daily record dates. However, there may also be times when our Manager elects to reduce our rate of distributions in order to preserve or build up a higher level of liquidity at the Company level. For example, in response to the global outbreak of

COVID-19, the Manager determined to delay or reduce distributions from March 31, 2020 through June 30, 2020 in order to preserve liquidity at the Company level. The Manager does not expect any such trend to continue long-term, as, among other things, as a REIT, we are required to distribute at least 90% of our REIT taxable income annually.

On July 13, 2016, we paid our first distribution to shareholders for the distribution period of April 1, 2016 through June 30, 2016. In addition, our Manager has declared daily distributions for shareholders of record as of the close of business on each day for the periods as shown in the table below:

<b>Distribution Period</b>	<b>Daily Distribution Amount/Common Share</b>	<b>Date of Declaration</b>	<b>Payment Date (1)</b>	<b>Annualized Yield (2)</b>	<b>Link</b>
04/01/2016 – 04/30/2016	\$ 0.0021917808	03/31/2016	07/13/2016	8.00%	<a href="#">Form 1-U</a>
05/01/2016 – 06/30/2016	\$ 0.0021917808	04/20/2016	07/13/2016	8.00%	<a href="#">Form 1-U</a>
07/01/2016 – 09/30/2016	\$ 0.0021917808	06/08/2016	10/13/2016	8.00%	<a href="#">Form 1-U</a>
10/01/2016 – 10/31/2016	\$ 0.0021917808	09/30/2016	01/12/2017	8.00%	<a href="#">Form 1-U</a>
11/01/2016 – 12/31/2016	\$ 0.0000000000	N/A	N/A	0.00%	N/A
01/01/2017 – 03/31/2017	\$ 0.0013698630	12/31/2016	04/21/2017	8.00% <sup>(3)</sup>	<a href="#">Form 1-U</a>
02/09/2017 – 03/31/2017	\$ 0.0014504432	02/09/2017	04/21/2017	8.00% <sup>(3)</sup>	<a href="#">Form 1-U</a>
04/01/2017 – 06/30/2017	\$ 0.0021917808	03/21/2017	07/21/2017	8.00%	<a href="#">Form 1-U</a>
07/01/2017 – 09/30/2017	\$ 0.0021917808	06/26/2017	10/10/2017	8.00%	<a href="#">Form 1-U</a>
10/01/2017 – 12/31/2017	\$ 0.0022465753	09/28/2017	01/10/2018	8.20%	<a href="#">Form 1-U</a>
01/01/2018 – 01/31/2018	\$ 0.0016438360	12/22/2017	04/11/2018	6.00%	<a href="#">Form 1-U</a>
02/01/2018 – 02/28/2018	\$ 0.0016438356	01/26/2018	04/11/2018	6.00%	<a href="#">Form 1-U</a>
03/01/2018 – 03/31/2018	\$ 0.0016438356	02/27/2018	04/11/2018	6.00%	<a href="#">Form 1-U</a>
04/01/2018 – 04/30/2018	\$ 0.0016438356	03/28/2018	07/09/2018	6.00%	<a href="#">Form 1-U</a>
05/01/2018 – 05/31/2018	\$ 0.0016438356	04/30/2018	07/09/2018	6.00%	<a href="#">Form 1-U</a>
06/01/2018 – 06/30/2018	\$ 0.0016438356	05/29/2018	07/09/2018	6.00%	<a href="#">Form 1-U</a>
07/01/2018 – 07/31/2018	\$ 0.0016438356	06/28/2018	10/08/2018	6.00%	<a href="#">Form 1-U</a>
08/01/2018 – 08/31/2018	\$ 0.0016438356	07/27/2018	10/08/2018	6.00%	<a href="#">Form 1-U</a>
09/01/2018 – 09/30/2018	\$ 0.0019178082	08/24/2018	10/08/2018	7.00%	<a href="#">Form 1-U</a>
10/01/2018 – 10/31/2018	\$ 0.0019178082	09/26/2018	01/07/2019	7.00%	<a href="#">Form 1-U</a>
11/01/2018 – 11/30/2018	\$ 0.0019178082	10/29/2018	01/07/2019	7.00%	<a href="#">Form 1-U</a>
12/01/2018 – 12/31/2018	\$ 0.0019178082	11/29/2018	01/07/2019	7.00%	<a href="#">Form 1-U</a>
01/01/2019 – 01/31/2019	\$ 0.0019178082	12/27/2018	04/10/2019	7.00%	<a href="#">Form 1-U</a>
02/01/2019 – 02/28/2019	\$ 0.0017808219	01/30/2019	04/10/2019	6.50%	<a href="#">Form 1-U</a>
03/01/2019 – 03/31/2019	\$ 0.0013698630	02/28/2019	04/10/2019	5.00%	<a href="#">Form 1-U</a>
04/01/2019 – 04/30/2019	\$ 0.0016438356	03/28/2019	07/11/2019	6.00%	<a href="#">Form 1-U</a>
05/01/2019 – 05/31/2019	\$ 0.0015068493	04/30/2019	07/11/2019	5.50%	<a href="#">Form 1-U</a>
06/01/2019 – 06/30/2019	\$ 0.0013698630	05/30/2019	07/11/2019	5.00%	<a href="#">Form 1-U</a>
07/01/2019 – 07/31/2019	\$ 0.0016438356	06/28/2019	10/09/2019	6.00%	<a href="#">Form 1-U</a>
08/01/2019 – 08/31/2019	\$ 0.0015068493	07/30/2019	10/09/2019	5.50%	<a href="#">Form 1-U</a>
09/01/2019 – 10/01/2019	\$ 0.0015068493	08/29/2019	10/09/2019	5.50%	<a href="#">Form 1-U</a>
10/02/2019 – 10/31/2019	\$ 0.0012328767	10/01/2019	01/13/2020	4.50%	<a href="#">Form 1-U</a>
11/01/2019 – 11/30/2019	\$ 0.0013698630	10/31/2019	01/13/2020	5.00%	<a href="#">Form 1-U</a>
12/01/2019 – 12/31/2019	\$ 0.0019178082	11/26/2019	01/13/2020	7.00%	<a href="#">Form 1-U</a>
01/01/2020 – 01/31/2020	\$ 0.0015068493	12/23/2019	04/09/2020	5.50%	<a href="#">Form 1-U</a>
02/01/2020 – 02/29/2020	\$ 0.0015068493	01/29/2020	04/09/2020	5.50%	<a href="#">Form 1-U</a>
03/01/2020 – 03/31/2020	\$ 0.0016438356	02/26/2020	04/09/2020	6.00%	<a href="#">Form 1-U</a>
04/01/2020 – 04/30/2020	\$ 0.0006849315	03/30/2020	07/09/2020	2.50%	<a href="#">Form 1-U</a>
05/01/2020 – 05/31/2020	\$ 0.0000000000	N/A	N/A	0.00%	N/A
06/01/2020 – 06/30/2020	\$ 0.0000000000	N/A	N/A	0.00%	N/A
07/01/2020 – 07/31/2020	\$ 0.0006849315	06/29/2020	10/08/2020	2.50%	<a href="#">Form 1-U</a>
08/01/2020 – 08/31/2020	\$ 0.0012328767	07/30/2020	10/08/2020	4.50%	<a href="#">Form 1-U</a>
09/01/2020 – 10/01/2020	\$ 0.0012328767	08/28/2020	10/08/2020	4.50%	<a href="#">Form 1-U</a>

10/02/2020 – 10/31/2020	\$	0.0012328767	10/01/2020	01/12/2021	4.50%	<a href="#">Form 1-U</a>
11/01/2020 – 11/30/2020	\$	0.0012328767	10/29/2020	01/12/2021	4.50%	<a href="#">Form 1-U</a>
12/01/2020 – 12/31/2020	\$	0.0012328767	11/25/2020	01/12/2021	4.50%	<a href="#">Form 1-U</a>
01/01/2021 – 01/31/2021	\$	0.0006849315	12/29/2020	04/13/2021	2.50%	<a href="#">Form 1-U</a>
02/01/2021 – 02/28/2021	\$	0.0009589041	01/28/2021	04/13/2021	3.50%	<a href="#">Form 1-U</a>
03/01/2021 – 03/31/2021	\$	0.0007534247	02/25/2021	04/13/2021	2.75%	<a href="#">Form 1-U</a>
04/01/2021 – 04/30/2021	\$	0.0010958904	03/30/2021	07/13/2021	4.00%	<a href="#">Form 1-U</a>
05/01/2021 – 05/31/2021	\$	0.0012328767	04/29/2021	07/13/2021	4.50%	<a href="#">Form 1-U</a>
06/01/2021 – 06/30/2021	\$	0.0013698630	05/28/2021	07/13/2021	5.00%	<a href="#">Form 1-U</a>
07/01/2021 – 07/31/2021	\$	0.0010958904	06/29/2021	10/12/2021	4.00%	<a href="#">Form 1-U</a>
08/01/2021 – 08/31/2021	\$	0.0012328767	07/28/2021	10/12/2021	4.50%	<a href="#">Form 1-U</a>
09/01/2021 – 10/01/2021	\$	0.0012328767	08/27/2021	10/12/2021	4.50%	<a href="#">Form 1-U</a>
10/02/2021 – 10/31/2021	\$	0.0012328767	10/01/2021	01/11/2022	4.50%	<a href="#">Form 1-U</a>
11/01/2021 – 11/30/2021	\$	0.0013698630	10/27/2021	01/11/2022	5.00%	<a href="#">Form 1-U</a>
12/01/2021 – 12/31/2021	\$	0.0013698630	11/29/2021	01/11/2022	5.00%	<a href="#">Form 1-U</a>
01/01/2022 – 01/31/2022	\$	0.0013698630	12/29/2021	04/12/2022	5.00%	<a href="#">Form 1-U</a>
02/01/2022 – 02/28/2022	\$	0.0013698630	01/28/2022	04/12/2022	5.00%	<a href="#">Form 1-U</a>
03/01/2022 – 03/31/2022	\$	0.0016438356	02/25/2022	04/12/2022	6.00%	<a href="#">Form 1-U</a>
04/01/2022 – 04/30/2022	\$	0.0015068493	03/30/2022	07/12/2022	5.50%	<a href="#">Form 1-U</a>
05/01/2022 – 05/31/2022	\$	0.0013698630	04/27/2022	07/12/2022	5.00%	<a href="#">Form 1-U</a>
06/01/2022 – 06/30/2022	\$	0.0013698630	05/27/2022	07/12/2022	5.00%	<a href="#">Form 1-U</a>
07/01/2022 – 07/31/2022	\$	0.0013698630	06/28/2022	10/21/2022	5.00%	<a href="#">Form 1-U</a>
08/01/2022 – 08/31/2022	\$	0.0012328767	07/27/2022	10/21/2022	4.50%	<a href="#">Form 1-U</a>
09/01/2022 – 10/01/2022	\$	0.0012328767	08/29/2022	10/21/2022	4.50%	<a href="#">Form 1-U</a>
Weighted Average	\$	0.0015049632 <sup>(4)</sup>			5.49% <sup>(5)</sup>	

- (1) Dates presented are the dates on which the distributions were, or are, scheduled to be distributed; actual distribution dates may vary.

- (2) Annualized yield numbers represent the annualized yield amount of each distribution calculated on an annualized basis at the then current rate, assuming a \$10.00 per share purchase price. While the Manager is under no obligation to do so, each annualized basis return assumes that the Manager would declare distributions in the future similar to the distributions for each period presented, and there can be no assurance that the Manager will declare such distributions in the future or, if declared, that such distributions would be of a similar amount.

- (3) When taken together, the daily distribution amounts declared and/or paid for the period 01/01/2017 through 03/31/2017 (the “Q1 2017 Distribution Period”), and the additional daily distribution amount for the period 02/09/2017 through 03/31/2017 (the “Additional Q1 2017 Distribution Period”), equate to approximately 8.00% on an annualized basis calculated at the current rate, assuming a \$10.00 per share purchase price, for shareholders of record who held our common shares throughout the entirety of both the Q1 2017 Distribution Period and the Additional Q1 2017 Distribution Period. While our Manager is under no obligation to do so, the annualized basis return assumes that our Manager will declare distributions in the future similar to the distributions disclosed herein.

- (4) Weighted average daily distribution amount per common share is calculated as the average of the daily declared distribution amounts from April 1, 2016 through October 1, 2022.

- (5) Weighted average annualized yield is calculated as the annualized yield of the average daily distribution amount for the periods presented, using a \$10.00 per share purchase price.

Any distributions that we make directly impacts our NAV by reducing the amount of our assets. Our goal is to provide a reasonably predictable and stable level of current income, through quarterly or other periodic distributions, while at the same time maintaining a fair level of consistency in our NAV. Over the course of a shareholder’s investment, the shareholder’s distributions plus the change in NAV per share (either positive or negative) will produce the shareholder’s total return.

Our distributions will generally constitute a return of capital to the extent that they exceed our current and accumulated earnings and profits as determined for U.S. federal income tax purposes. To the extent that a distribution is treated as a return of capital for U.S. federal income tax purposes, it will reduce a shareholder's adjusted tax basis in the shareholder's shares, and to the extent that it exceeds the shareholder's adjusted tax basis will be treated as gain resulting from a sale or exchange of such shares.

## **Redemption Plan**

Although we do not intend to list our common shares for trading on a stock exchange or other trading market, we have adopted a redemption plan designed to provide our shareholders with limited liquidity for their investment in our shares. The Company's redemption plan provides that on a quarterly basis, subject to certain exceptions, a shareholder could obtain liquidity as described in detail in our Offering Circular. Effective October 1, 2021 we revised our Redemption Plan to reflect the following changes: (1) update our policy for redemptions so that shares held less than 5 years will be subject to a flat 1% penalty to the NAV per share in effect at the time of the redemption request; and (2) effectuate redemption requests on a first in first out basis, meaning, those shares submitted by a shareholder for redemption in any given month or quarter that have been continuously held for the longest amount of time will be redeemed first. Our Manager may in its sole discretion, amend, suspend, or terminate the redemption plan at any time, including to protect our operations and our non-redeemed shareholders, to prevent an undue burden on our liquidity, to preserve our status as a REIT, following any material decrease in our NAV, or for any other reason.

As of June 30, 2022, approximately 3,600,000 common shares had been submitted for redemption since operations commenced, and 100% of such redemption requests have been honored.

## **Critical Accounting Policies**

Our accounting policies have been established to conform with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The preparation of consolidated financial statements in conformity with U.S. GAAP requires us to use judgment in the application of accounting policies, including making estimates and assumptions. These judgments may affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements, and the reported amounts of revenue and expenses during the reporting periods. Management believes that we have made these estimates and assumptions in an appropriate manner and in a way that accurately reflects our financial condition. We continually test and evaluate these estimates and assumptions using our historical knowledge of the business, as well as other factors, to ensure that they are reasonable for reporting purposes. However, actual results may differ from these estimates and assumptions. If our judgment or interpretation of the facts and circumstances relating to various transactions had been different, it is possible that different accounting policies would have been applied, thus resulting in a different presentation of the consolidated financial statements.

We believe the following accounting estimates are the most critical to aid in fully understanding our reported financial results, and they require our most difficult, subjective or complex judgments, resulting from the need to make estimates about the effect of matters that are inherently uncertain.

### *Real Estate Debt Investment Impairment*

We recognize losses on both principal and interest of real estate debt investments if it is probable that we will be unable to collect all amounts due according to the contractual terms of the agreement. Indicators of impairment are based on current information and events including economic, industry, and geographical factors, as well as borrower creditworthiness. If indicators are present and an investment is deemed impaired, the impairment is measured based on the expected future cash flows discounted at the investment's effective interest rate or the fair value of the real property collateralizing the impaired loan, less estimated costs to sell.

The fair value of the investment or the underlying collateral is determined using industry techniques, which include a discounted cash flow, comparable sales or other income approaches. These valuation techniques require assumptions regarding future occupancy, rental rates, capital requirements, capitalization rates and discount rates that could differ materially from actual results and involve a high degree of judgment. If the carrying value is in excess of the estimated fair value of the investment, we would recognize an impairment loss equivalent to the amount required to adjust the carrying value to its estimated fair value, calculated in accordance

with current U.S. GAAP fair value provisions. Changes in the facts and circumstances that drive management's assumptions may result in an impairment to the Company's assets in a future period that could be material to the Company's results of operations.

#### *Investments in Equity Method Investees Impairment*

The Company evaluates its investments in equity method investees for impairment whenever events or changes in circumstances indicate that there may be an other-than-temporary decline in value. If it is determined that an impairment exists and is other than temporary, then the Company estimates the fair value of the investment using various valuation techniques including, but not limited to, discounted cash flow models, which consider inputs such as the Company's intent and ability to retain its investment in the entity, the financial condition and long-term prospects of the entity, and the expected term of the investment. Such assumptions involve a high degree of judgment and could be impacted by future economic and market conditions. If the Company determined any decline in value is other-than-temporary, the Company would recognize an impairment loss to reduce the carrying value of its investment to fair value.

#### *Impairment of Rental Real Estate Properties*

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. When determining if a property has indicators of impairment, we evaluate the property's occupancy and cash flows, our expected holding period for the property, strategic decisions regarding the property's future operations or development, and other market factors. Impairment exists if estimated future undiscounted cash flows associated with those assets are less than the assets' carrying value. Estimates of undiscounted cash flows are based on forward-looking assumptions, including annual and residual cash flows, terminal capitalization rates, and our estimated holding period for each asset. Such assumptions involve a high degree of judgment and could be affected by future economic and market conditions. When impairment exists, the long-lived asset is adjusted to its fair value. Impairment is calculated as the excess of carrying value over the fair value. Fair value is determined using industry techniques, which include a discounted cash flow, comparable sales or income approaches. These valuation techniques require assumptions regarding future occupancy, rental rates, capital requirements, capitalization rate and discount rate that could differ materially from actual results and involve a high degree of judgment. Assets held for sale are recorded at the lower of cost or fair value less costs to sell.

#### *Recent Accounting Pronouncements*

The Financial Accounting Standards Board has released several Accounting Standards Updates (each an "ASU") that may have an impact on our consolidated financial statements. See *Recent Accounting Pronouncements* in [Note 2, Summary of Significant Accounting Policies](#) in our consolidated financial statements for discussion of the relevant ASUs. We are currently evaluating the impact of the various ASUs on our consolidated financial statements and determining our plan for adoption.

#### *Extended Transition Period*

Under Section 107 of the Jumpstart Our Business Startups Act of 2012, we are permitted to use the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. This permits us to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to use the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in Section 7(a)(2)(B). By electing to extend the transition period for complying with new or revised accounting standards, these consolidated financial statements may not be comparable to companies that adopt accounting standard updates upon the public business entity effective dates.

#### **Sources of Operating Revenues and Cash Flows**

We expect to primarily generate revenues from rental revenue on our investments in rental real estate properties and interest revenue on our real estate debt investments. We may also seek to acquire other investments which generate attractive returns without

any leverage. See [Note 2, Summary of Significant Accounting Policies - Revenue Recognition](#), in our consolidated financial statements for further detail.

## **Results of Operations**

For the six months ended June 30, 2022 and 2021, we had total net income of approximately \$19.0 million and \$21.2 million, respectively.

### ***Revenue***

#### *Rental Revenue*

For the six months ended June 30, 2022 and 2021, we earned rental revenue of approximately \$4.0 million and \$2.2 million, respectively, from the operations of rental real estate properties. The increase in rental revenue is due to six full months of rental revenue from two rental real estate properties in 2022, whereas one of the rental real estate properties was acquired in April 2021, resulting in partial rental revenue in the prior period.

#### *Interest Revenue*

For the six months ended June 30, 2022 and 2021, we earned interest revenue of approximately \$446,000 and \$786,000, respectively, from our investments. The decrease in interest revenue is primarily attributable to the full payoff of one of our real estate debt investments in June 2021.

#### *Other Revenue*

For the six months ended June 30, 2022 and 2021, we earned other revenue of approximately \$360,000 and \$158,000, respectively. The increase in other revenue is primarily attributable to six full months of operations of two rental real estate properties recognizing amenity fee revenue, late rent fees, parking, lease termination fees, etc., whereas one rental real estate property was acquired in April 2021.

### ***Expenses***

#### *Property Operating and Maintenance*

For the six months ended June 30, 2022 and 2021, we incurred property operating and maintenance expense of approximately \$2.6 million and \$1.2 million, respectively, which includes property insurance, real estate taxes, and other routine maintenance costs. The increase in property operating and maintenance expense is due to six full months of operating expenses incurred for rental real estate properties acquired in December 2020 and April 2021. These rental properties also experienced increased occupancy in 2022 compared to the prior period, driving a corresponding increase in operating and maintenance costs.

#### *Asset Management and Other Fees – Related Party*

For the six months ended June 30, 2022 and 2021, we incurred asset management fees of approximately \$1.1 million and \$801,000, respectively. The increase in asset management fees is due to an increase in our net assets, as the asset management fee is calculated as a percentage of net assets each quarter. The increase in net assets is primarily attributable to the appreciation of our real estate investments compared to the prior period.

#### *Depreciation and Amortization*

For the six months ended June 30, 2022 and 2021, we incurred depreciation and amortization expense of approximately \$1.0 million and \$1.6 million, respectively. The decrease in depreciation and amortization expense is primarily due to acquired in-place lease intangible assets associated with rental real estate property acquisitions in December 2020 and April 2021. These in-place lease intangible assets were fully amortized in 2021.

## General and Administrative Expenses

For the six months ended June 30, 2022 and 2021, we incurred general and administrative expenses of approximately \$315,000 and \$274,000, respectively, which includes auditing and professional fees, bank fees, software and subscription costs, transfer agent fees, and other expenses associated with operating our business. The increase in general and administrative costs are primarily attributable to increased valuation services associated with certain real estate transactions.

## Other Income (Expense)

### Equity in Earnings

For the six months ended June 30, 2022 and 2021, we recognized equity in earnings of approximately \$20.7 million and \$22.2 million from our equity method investees, respectively. The decrease in equity in earnings is primarily due to the difference between gains recognized from dispositions of equity method investments in the six months ended June 30, 2022 and 2021. During the six months ended June 30, 2022, a \$19.5 million gain was recognized from the disposition of the RSE REM Controlled Subsidiary (“Grand Reserve at Pavilions” described throughout the consolidated financial statements). Comparatively, during the six months ended June 30, 2021, a \$22.9 million gain was recognized from the disposition of the RSE Insight Controlled Subsidiary (“Fundrise Insight One, LLC” described throughout the consolidated financial statements). For more information, see [Note 3](#), *Investments in Equity Method Investees*.

## Our Investments

As of June 30, 2022, we had entered into the following investments. See “Recent Developments” for a description of any investments we have made since June 30, 2022. Note that the use of the term “controlled subsidiary” is not intended to conform with the U.S. GAAP definition and does not correlate to a subsidiary that would require consolidation under U.S. GAAP.

Real Property Controlled Subsidiaries (Wholly-Owned Investments)	Location	Type of Property	Approx. Square Footage at Acquisition	Date of Acquisition	Purchase Price	Projected Hold Period	Overview (Form 1-U)	
AP98 Controlled Subsidiary	Conroe, TX	Single Family Rental	197,000	12/15/2020	\$31,750,000	7 – 10 years	<a href="#">Initial</a>	<a href="#">Update</a>
West Kernan Controlled Subsidiary	Jacksonville, FL	Multifamily	267,000	04/08/2021	\$66,250,000	10 years	<a href="#">Initial</a>	<a href="#">Update</a>

Real Property and Controlled Subsidiaries (Preferred Equity Investments)	Location	Type of Property	Date of Acquisition	Annual Return (1)	Redemption Date (2)	Total Commitment (3)	LTV (4)	LTC (5)	Overview (Form 1-U)	
RSE Quest Controlled Subsidiary <sup>(6)</sup>	Cedar Park, TX	Mixed-Use	05/09/2018	12.0%	05/09/2021	\$ 9,000,000	--	84.6%	<a href="#">Initial</a>	<a href="#">Update</a>
RSE Pico Controlled Subsidiary <sup>(7)</sup>	Los Angeles, CA	Mixed-Use	05/15/2018	12.3%	06/01/2021	\$ 5,000,000	--	84.8%	<a href="#">Initial</a>	<a href="#">Update</a>
RSE The Reef Controlled Subsidiary	Fort Myers, FL	Multifamily	08/31/2018	10.9%	09/01/2028	\$ 6,835,000	82.1%	--	<a href="#">Initial</a>	N/A

- (1) Annual Return refers to the projected annual preferred economic return that we are entitled to receive with priority payment over the other equity invested in the property. The annual return presented does not distinguish between returns

that are paid current and those that accrue to the redemption date, nor does it include any increases in annual return that may occur in the future.

(2) Redemption Date refers to the initial redemption date of each asset, and does not take into account any extensions that may be available.

(3) Total Commitment refers to the total commitment made by the Company in acquiring the asset, not all of which may have been funded on the acquisition date.

LTV, or loan-to-value ratio, is the approximate amount of the total commitment amount plus any other debt on the asset, divided by the anticipated future value of the underlying asset at stabilization as reasonably determined by our Manager.

(4) LTVs presented are as of the date of acquisition by the Company, and have not been subsequently updated. There can be no assurance that such value will be achieved. For performance evaluation, we generally use LTV for properties that are generating cash flow.

LTC, or loan-to-cost ratio, is the approximate amount of the total commitment plus any other debt on the asset, divided by the anticipated cost to complete the project. For performance evaluation, we generally use LTC for properties that are under construction. LTCs presented are as of the date of acquisition by the Company, and have not been subsequently updated. There can be no assurance that the anticipated completion cost will be achieved.

(5) On December 22, 2020, the RSE Quest Controlled Subsidiary investment was paid off and is no longer outstanding.

(6) On June 25, 2021, the RSE Pico Controlled Subsidiary investment was paid off and is no longer outstanding.

<b>Real Property Controlled Subsidiaries (Joint Venture Investments)</b>	<b>Location</b>	<b>Type of Property</b>	<b>Date of Acquisition</b>	<b>Purchase Price <sup>(1)</sup></b>	<b>Overview (Form 1-U)</b>	
RSE Insight Controlled Subsidiary <sup>(2)</sup>	Fort Belvoir, VA	Multifamily	06/27/2016	\$ 3,438,986	<a href="#">Initial</a>	<a href="#">Update</a>
RSE Insight Controlled Subsidiary <sup>(2)</sup>	Alexandria, VA	Multifamily	09/14/2016	\$ 11,421,520	<a href="#">Initial</a>	<a href="#">Update</a>
RSE Peak Controlled Subsidiary	Richland, WA	Multifamily	09/19/2016	\$ 8,460,000	<a href="#">Initial</a>	<a href="#">Update</a>
RSE Insight Controlled Subsidiary <sup>(2)</sup>	Woodbridge, VA	Multifamily	09/28/2016	\$ 6,770,327	<a href="#">Initial</a>	<a href="#">Update</a>
RSE REM Controlled Subsidiary <sup>(3)</sup>	Charlotte, NC	Multifamily	04/28/2017	\$ 8,506,500	<a href="#">Initial</a>	<a href="#">Update</a>
RSE Aspect Promenade Controlled Subsidiary	Kissimmee, FL	Multifamily	05/30/2018	\$ 18,158,000	<a href="#">Initial</a>	N/A
RSE Aspect Promenade Controlled Subsidiary	Hollywood, FL	Multifamily	07/18/2018	\$ 12,316,489	<a href="#">Initial</a>	<a href="#">Update</a>
RSE Aspect Promenade Controlled Subsidiary <sup>(4)</sup>	Raleigh, NC	Multifamily	03/29/2019	(4)	N/A	N/A
RSE Amira Controlled Subsidiary	Tampa, FL	Multifamily	07/18/2019	\$ 18,117,000	<a href="#">Initial</a>	<a href="#">Update</a>
EVO Controlled Subsidiary	Las Vegas, NV	Multifamily	12/20/2019	\$ 6,000,000	<a href="#">Initial</a>	N/A
Lexington Controlled Subsidiary	Lithonia, GA	Multifamily	02/26/2021	\$ 13,591,000	<a href="#">Initial</a>	N/A
Trellis Controlled Subsidiary	Marietta, GA	Multifamily	04/02/2021	\$ 12,513,000	<a href="#">Initial</a>	N/A

(1) Purchase Price refers to the total price paid by us for our pro rata share of the equity in the controlled subsidiary.

On February 12, 2021, the RSE Insight Controlled Subsidiary sold the property in Woodbridge, VA (the “Lancaster Property”) for a sales price of approximately \$28.5 million. On February 25, 2021, the RSE Insight Controlled Subsidiary sold the properties in Fort Belvoir, VA (the “Canterbury Property”) and Alexandria, VA (the “Sacramento Property”) for a combined sales price of approximately \$65.9 million. This completes the sale of all properties held by the RSE Insight Controlled Subsidiary. See [Note 3, Investments in Equity Method Investees](#) for further information regarding these dispositions via 1031 Exchange.

- (3) On June 21, 2022, the Grand Reserve at Pavilions Controlled Subsidiary (RSE REM Controlled Subsidiary) sold the Ascend at 1801 Property for a sales price of approximately \$103 million. See [Note 3, Investments in Equity Method Investees](#) for further information regarding this disposition.
- (4) An affiliated entity became a member of the RSE Aspect Promenade Controlled Subsidiary on March 29, 2019, contributing joint venture ownership in the investment located in Raleigh, NC as its initial contribution to the joint venture. As such, the Company's ownership interest in the RSE Aspect Promenade Controlled Subsidiary decreased to 44.1% and the RSE Promenade Controlled Subsidiary has invested in a total of three properties, disclosed in the table above.

As of June 30, 2022, the Company's investments in companies that are accounted for under the equity method of accounting also included the initial and subsequent contributions to National Lending, LLC ("National Lending") in exchange for ownership interests. See [Note 11, Related Party Arrangements](#) for further information regarding National Lending.

The Company has also previously invested in real estate through common stock of publicly traded REIT securities. Publicly traded REITs typically own large, diversified pools of commercial real estate properties and employ moderate leverage. Most of these companies specialize in particular property types such as regional malls, office buildings, apartment complexes, and industrial warehouses. Many public REITs are listed on major stock exchanges, such as the New York Stock Exchange and NASDAQ. See [Note 10, Fair Value of Financial Instruments](#), for further information regarding our investments in publicly traded REIT securities.

### Liquidation Support

Our target liquidating distribution is equal to a 20.00% average, annual non-compounded return as calculated and described below. Our Manager has entered into an agreement to make a payment to us of up to \$500,000 if the distributions we pay upon liquidation (together with any distributions made prior to liquidation) are less than a 20.00% average annual non-compounded return. More specifically, our Manager will make the following payments to us upon liquidation if we are unable to achieve an average annual non-compounded return of at least 20.00%:

Average Annual Non-Compounded Return	Liquidation Support Payment
17.00% or less	\$ 500,000
17.10% to 18.00%	\$ 400,000
18.10% to 19.00%	\$ 300,000
19.10% to 19.90%	\$ 200,000
20.00% or greater	\$ -

### Liquidity and Capital Resources

We require capital to fund our investment activities and operating expenses. Our capital sources may include net proceeds from our Offering, cash flow from operations, net proceeds from asset repayments and sales, borrowings under credit facilities, other term borrowings and securitization financing transactions.

We are dependent upon the net proceeds from our Offering to conduct our operations. We obtain the capital required to primarily originate, invest in and manage a diversified portfolio of real estate investments and conduct our operations from the proceeds of our Offering and from secured or unsecured financings from banks and other lenders and from any undistributed funds from our operations. As of June 30, 2022, we had deployed approximately \$161.2 million in net capital for twelve investments and had approximately \$46.3 million in cash and cash equivalents. The Company has a continuous funding commitment to maintain a total contribution amount of up to 5% of its assets under management to National Lending. As of June 30, 2022, we anticipate that cash on hand and proceeds from our potential future Offerings will provide sufficient liquidity to meet future funding commitments and costs of operations.

We may selectively employ leverage to enhance total returns to our shareholders through a combination of senior financing on our real estate acquisitions, secured facilities, and capital markets financing transactions. We currently have no outstanding unsecured Company level debt as of September 26, 2022 and June 30, 2022. This does not include any debt secured by the real property of our consolidated or unconsolidated investments. Our targeted portfolio-wide leverage after we have acquired an initial substantial portfolio

of diversified investments is between 50-85% of the greater of the cost (before deducting depreciation or other non-cash reserves) or fair market value of our assets. During periods when we are growing our portfolio, we may employ greater leverage on individual assets (that will also result in greater leverage of the initial portfolio) in order to quickly build a diversified portfolio of assets. We seek to secure conservatively structured leverage that is long-term, non-recourse, non-mark-to-market financing to the extent obtainable on a cost-effective basis. To the extent a higher level of leverage is employed it may come either in the form of government-sponsored programs or other long-term, non-recourse, non-mark-to-market financing. Our Manager may from time to time modify our leverage policy in its discretion in light of then-current economic conditions, relative costs of debt and equity capital, market values of our assets, general conditions in the market for debt and equity securities, growth and acquisition opportunities or other factors. However, other than during our initial period of operations, it is our policy to not borrow more than 85% of the greater of cost (before deducting depreciation or other non-cash reserves) or fair market value of our assets. We cannot exceed the leverage limit of our leverage policy unless any excess in borrowing over such level is approved by our Manager's investment committee.

Additionally, because certain of our investments include both current interest payments and interest paid-in kind upon redemption of our investments, there may be differences between net income from operations and cash flow generated from our investments.

We face challenges in order to ensure liquidity and capital resources on a long-term basis. If we are unable to raise additional funds from the issuance of common shares, we will make fewer investments resulting in less diversification in terms of the type, number and size of investments we make and we may be subject to more fluctuations based on the performance of the specific assets we acquire. Further, we have certain direct and indirect operating expenses. Our inability to raise substantial funds would increase our fixed operating expenses as a percentage of gross income and would limit our ability to make distributions.

## Outlook and Recent Trends

After a strong performance for both the stock market and real estate in 2021, the first half of 2022 has seen significant volatility and a pull-back in risk sentiment. Against a backdrop of geopolitical turmoil, ongoing supply chain concerns, the highest inflation in four decades, and a sudden shift in Federal Reserve policy toward rapid rate increases, the S&P 500 fell approximately 20% in the first half of 2022. Public real estate as a whole saw similar performance, with the FTSE NAREIT U.S. Real Estate Index falling approximately 19% in the first half of 2022. By comparison, the Fundrise portfolio outperformed with an average net return for all Fundrise clients of approximately 5.5% in the first half of 2022. We attribute this outperformance to a few driving factors: (1) sound underlying fundamentals of high quality real estate assets in our target residential and industrial macros; (2) a low-fee model; (3) a relatively conservative balance sheet; and (4) private markets' relative insulation from the sharp swings in investor sentiment that impact the public market more dramatically.

Rising interest rates began having a more direct impact on cap rate expansion during the first half of the year. Nevertheless, the rent growth experienced across our residential assets generally more than offset the valuation headwinds from cap rate expansion. Per Yardi Matrix's Summer 2022 Market Analysis, multi-family asking rents were up 13.7% year-over-year.

Furthermore, the Company's real estate portfolio includes senior loans, structured residential investments, and preferred equity structured in a mezzanine position, typically with more than 10% to 20% capital at risk junior to our investment. Our belief is a portfolio of residential loans, fixed income residential property, and preferred equity investments is likely to be more stable than most other assets.

We expect that the recent public market correction could still be in its early stages, given the Federal Reserve's messaging around continued tightening and its primary goal of restraining inflation. These measures may result in a "hard landing," consistent with a recession. However, we believe that our portfolio, focused on high-quality real estate assets, will continue to demonstrate solid relative performance in this environment. We further plan to carry a larger balance of cash in the near future in preparation for the heightened possibility of more pronounced pricing dislocations in either public or private markets that could unlock opportunistic buying opportunities.

## Off-Balance Sheet Arrangements

As of June 30, 2022 and December 31, 2021, we had no off-balance sheet arrangements.

## Related Party Arrangements

For further information regarding “Related Party Arrangements,” please see [Note 11, Related Party Arrangements](#) in our consolidated financial statements.

## Recent Developments

### Our Investments

The following table summarizes real estate investments acquired by the Company since June 30, 2022 through (through September 26, 2022):

Real Property Controlled Subsidiaries (Wholly-Owned Investments)	Location	Type of Property	Approx. Square Footage at Acquisition	Date of Acquisition	Approx. Acquisition Cost	Projected Hold Period	Overview (Form 1-U)
A93 Controlled Subsidiary <sup>(1)</sup>	Capital Heights, MD	Industrial	20,000	06/01/2020	\$ 7,758,000	5 Years	<a href="#">Initial Update</a>

- (1) This asset was acquired by the Company on September 1, 2022 in connection with the Merger. See [Note 14, Subsequent Events](#) for more information about the Merger. The purchase price is presented as of the date of initial acquisition and has not been subsequently updated.

Real Property Controlled Subsidiaries (Joint Venture Investments)	Location	Type of Property	Date of Acquisition	Purchase Price (2)	Overview (Form 1-U)
Quail Valley Controlled Subsidiary <sup>(1)</sup>	Charlotte, NC	Multifamily	10/22/2020	\$ 9,253,000	<a href="#">Initial</a>
Chase Heritage Controlled Subsidiary <sup>(1)</sup>	Sterling, VA	Multifamily	01/27/2021	\$ 16,342,000	<a href="#">Initial</a>
Alon Controlled Subsidiary <sup>(1)</sup>	San Antonio, TX	Multifamily	05/12/2021	\$ 6,100,000	<a href="#">Initial</a>

- (1) This asset was acquired by the Company on September 1, 2022 in connection with the Merger. See [Note 14, Subsequent Events](#) for more information about the Merger.
- (2) Purchase Price refers to the total price paid by us for our pro rata share of the equity in the controlled subsidiary. The Purchase Prices are presented as of the date of initial acquisition and have not been subsequently updated.

Real Estate Debt Investments	Location	Type of Property	Date of Acquisition	Interest Rate (2)	Maturity Date (3)	Total Commitment (4)	LTC (5)	Overview (Form 1-U)
Traditions Mezzanine Loan <sup>(1)</sup>	Grand Prairie, TX	Multifamily	11/13/2020	12.5%	11/13/2023	\$ 13,157,000	80.7%	<a href="#">Initial Update</a>

- (1) This asset was acquired by the Company on September 1, 2022 in connection with the Merger. See [Note 14, Subsequent Events](#) for more information about the Merger.
- (2) Interest Rate refers to the projected annual interest rate on each loan. The interest rate presented does not distinguish between interest that is paid current and interest that accrues to the maturity date, nor does it include any increases in interest rate that may occur in the future.
- (3) Maturity Date refers to the initial maturity date of each loan, and does not take into account any extensions that may be available.
- (4) Total Commitment refers to the total commitment made by the Company to fund the loan, not all of which may have been funded on the acquisition date.

- (5) LTC, or loan-to-cost ratio, is the approximate amount of the total commitment plus any other debt on the asset, divided by the anticipated cost to complete the project. For performance evaluation, we generally use LTC for properties that are subject to construction. LTCs presented are as of the date of acquisition by the Company, and have not been subsequently updated. There can be no assurance that the anticipated completion cost will be achieved.

In connection with the Merger on September 1, 2022, the Company acquired \$2.6 million of ownership interest in National Lending that was previously contributed by the Target eREIT.

The following table summarizes real estate investments repaid to the Company since June 30, 2022 (through September 26, 2022):

Real Property Controlled Subsidiaries (Joint Venture Investments)	Location	Type of Property	Date of Acquisition	Purchase Price <sup>(1)</sup>	Overview (Form 1-U)
RSE Aspect Promenade Controlled Subsidiary <sup>(2)</sup>	Kissimmee, FL	Multifamily	05/30/2018	\$18,158,000	<a href="#">Initial</a> <a href="#">Update 1</a>
RSE Aspect Promenade Controlled Subsidiary <sup>(3)</sup>	Hollywood, FL	Multifamily	07/18/2018	\$12,316,489	<a href="#">Initial</a> <a href="#">Update 1</a> <a href="#">Update 2</a>

- (1) Purchase Price refers to the total price paid by us for our pro rata share of the equity in the controlled subsidiary.

On September 14, 2022, the Aspect Promenade Controlled Subsidiary sold the Aspect Property, located in Kissimmee, FL, for a sales price of approximately \$127.5 million. The Company received a distribution of approximately \$22.8 million from the net sales proceeds.

On August 12, 2022, the Aspect Promenade Controlled Subsidiary sold the EnV Property, located in Hollywood, FL, for a sales price of approximately \$110.0 million. The Company received a distribution of approximately \$31.1 million from the net sales proceeds.

#### Other

Event	Date	Description
Share Purchase Price Update	07/01/2022	Beginning on July 1, 2022, the per share purchase price of our common shares was updated to \$20.75 due to a quarterly change in NAV. More information can be found <a href="#">here</a> .
July 2022 Contribution to National Lending	07/15/2022	On July 15, 2022, the Company made an additional contribution of approximately \$1.1 million to National Lending, bringing its total contributions to approximately \$14.2 million.
Termination of Offering	07/25/2022	On July 25, 2022, our Manager announced that it had previously determined to close the Regulation A offering of common shares of the Company. More information can be found <a href="#">here</a> .
Declaration of August 2022 Distributions	07/27/2022	On July 27, 2022, our Manager declared a daily distribution of \$0.0012328767 per share for shareholders of record as of the close of business on each day of the period commencing on August 1, 2022 and ending on August 31, 2022. More information can be found <a href="#">here</a> .
Declaration of September 2022 Distributions	08/29/2022	On August 29, 2022, our Manager declared a daily distribution of \$0.0012328767 per share for shareholders of record as of the close of business on each day of the period commencing on September 1, 2022 and ending on October 1, 2022. More information can be found <a href="#">here</a> .
Merger	09/01/2022	Effective September 1, 2022, Fundrise Balanced eREIT, LLC (the “Target eREIT”) merged with and into the Company, with the Company as the surviving entity (“the Merger”). For more information about the Merger, please see the Offering Circular filed on September 1, 2022 <a href="#">here</a> .

#### Item 2. Other Information

None.

**Item 3. Financial Statements**

**INDEX TO THE UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS OF**

**Fundrise Equity REIT, LLC**

<a href="#">Consolidated Balance Sheets</a>	<a href="#">F-1</a>
<a href="#">Consolidated Statements of Operations</a>	<a href="#">F-2</a>
<a href="#">Consolidated Statements of Members' Equity</a>	<a href="#">F-3</a>
<a href="#">Consolidated Statements of Cash Flows</a>	<a href="#">F-4</a>
<a href="#">Notes to Consolidated Financial Statements</a>	<a href="#">F-5 to F-27</a>

**Fundrise Equity REIT, LLC**

**Consolidated Balance Sheets**

(Amounts in thousands, except share data)

	As of June 30, 2022 (unaudited)	As of December 31, 2021 (*)
<b>ASSETS</b>		
Cash and cash equivalents	\$ 46,332	\$ 18,485
Restricted cash	1,668	328
Interest receivable	39	40
Other assets, net	356	53
Equity securities	-	4,931
Derivative financial instruments	483	-
Real estate debt investments	8,266	8,054
Investments in equity method investees	80,317	83,946
Investments in rental real estate properties, net	96,416	97,229
<b>Total Assets</b>	<b>\$ 233,877</b>	<b>\$ 213,066</b>
<b>LIABILITIES AND MEMBERS' EQUITY</b>		
Liabilities:		
Accounts payable and accrued expenses	\$ 1,599	\$ 894
Due to related party	584	533
Settling subscriptions	-	59
Distributions payable	2,318	2,200
Redemptions payable	4,438	3,045
Rental security deposits and other liabilities	402	415

Mortgages payable, net	54,935	53,534
<b>Total Liabilities</b>	<b>64,276</b>	<b>60,680</b>
Commitments and Contingencies		
Members' Equity:		
Common shares, net of redemptions; unlimited shares authorized; 17,020,028 and 16,488,706 shares issued and 13,420,005 and 13,323,608 shares outstanding as of June 30, 2022, and December 31, 2021, respectively	148,048	146,349
Retained earnings	21,553	6,037
<b>Total Members' Equity</b>	<b>169,601</b>	<b>152,386</b>
<b>Total Liabilities and Members' Equity</b>	<b>\$ 233,877</b>	<b>\$ 213,066</b>

\* Derived from audited consolidated financial statements.

The accompanying notes are an integral part of these consolidated financial statements.

F-1

## Fundrise Equity REIT, LLC

### Consolidated Statements of Operations

(Amounts in thousands, except share and per share data)

	For the Six Months Ended June 30, 2022 (unaudited)	For the Six Months Ended June 30, 2021 (unaudited)
<b>Revenue</b>		
Rental revenue	\$ 3,979	\$ 2,212
Interest revenue	446	786
Other revenue	360	158
<b>Total revenue</b>	<b>4,785</b>	<b>3,156</b>
<b>Expenses</b>		
Property operating and maintenance	2,634	1,192
Asset management and other fees – related party	1,139	801
Depreciation and amortization	1,042	1,642
General and administrative expenses	315	274
<b>Total expenses</b>	<b>5,130</b>	<b>3,909</b>
<b>Other income (expense)</b>		
Equity in earnings	20,727	22,244
Interest expense	(716)	(169)
Interest expense – related party	-	(125)
Realized loss on sale of equity securities	(659)	-
Increase in fair value of derivative financial instruments	37	-
<b>Total other income (expense)</b>	<b>19,389</b>	<b>21,950</b>
<b>Net income</b>	<b>\$ 19,044</b>	<b>\$ 21,197</b>
Net income per basic and diluted common share	\$ 1.41	\$ 1.59
Weighted average number of common shares outstanding, basic and diluted	13,519,003	13,349,641

The accompanying notes are an integral part of these consolidated financial statements. In the opinion of management, all necessary adjustments have been included in order to make the interim consolidated financial statements not misleading.

F-2

**Fundrise Equity REIT, LLC**

**Consolidated Statements of Members' Equity**  
(Amounts in thousands, except share data)

	Common Shares		Retained Earnings (Accumulated Deficit)	Total Members' Equity
	Shares	Amount		
<b>December 31, 2021*</b>	<b>13,323,608</b>	<b>\$ 146,349</b>	<b>\$ 6,037</b>	<b>\$ 152,386</b>
Proceeds from issuance of common shares	531,322	10,396	-	10,396
Amortization of deferred offering costs	-	(67)	-	(67)
Distributions declared on common shares	-	-	(3,528)	(3,528)
Redemptions of common shares	(434,925)	(8,630)	-	(8,630)
Net income	-	-	19,044	19,044
<b>June 30, 2022 (unaudited)</b>	<b>13,420,005</b>	<b>\$ 148,048</b>	<b>\$ 21,553</b>	<b>\$ 169,601</b>

	Common Shares		Retained Earnings (Accumulated Deficit)	Total Members' Equity
	Shares	Amount		
<b>December 31, 2020*</b>	<b>12,732,418</b>	<b>\$ 137,985</b>	<b>\$ (9,691)</b>	<b>\$ 128,294</b>
Proceeds from issuance of common shares	1,047,646	14,761	-	14,761
Amortization of deferred offering costs	-	(60)	-	(60)
Distributions declared on common shares	-	-	(2,632)	(2,632)
Redemptions of common shares	(527,241)	(7,311)	-	(7,311)
Net income	-	-	21,197	21,197
<b>June 30, 2021 (unaudited)</b>	<b>13,252,823</b>	<b>\$ 145,375</b>	<b>\$ 8,874</b>	<b>\$ 154,249</b>

\*Derived from audited financial statements.

The accompanying notes are an integral part of these consolidated financial statements.

F-3

**Fundrise Equity REIT, LLC**

**Consolidated Statements of Cash Flows**  
(Amounts in thousands)

For the Six Months Ended June 30, 2022 (unaudited)	For the Six Months Ended June 30, 2021 (unaudited)
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<b>OPERATING ACTIVITIES:</b>				
Net income	\$	19,044	\$	21,197
Adjustments to reconcile net income to net cash provided by (used in) operating activities:				
Equity in earnings		(20,727)		(22,244)
Return on investment from equity method investees		1,331		978
Depreciation and amortization		1,042		1,642
Amortization of debt issuance costs		109		20
Bad debt expense		39		91
Interest revenue received in kind, net of payments		(212)		1,113
Increase in fair value of derivative financial instruments		(37)		-
Realized loss on sale of equity securities		659		-
Changes in assets and liabilities:				
Net (increase) decrease in interest receivable		1		16
Net (increase) decrease in other assets		(342)		(451)
Net increase (decrease) in accounts payable and accrued expenses		685		794
Net increase (decrease) in due to related party		51		96
Net increase (decrease) in rental security deposits and other liabilities		(13)		62
<i>Net cash provided by (used in) operating activities</i>		<u>1,630</u>		<u>3,314</u>
<b>INVESTING ACTIVITIES:</b>				
Repayment of real estate debt investments		-		5,000
Investment in equity method investees		(3,723)		(14,284)
Repayment of equity method investees		24,727		25,624
Return of investment from equity method investees		2,021		1,450
Investment in rental real estate properties		-		(67,427)
Improvements of rental real estate properties		(229)		(42)
Sale of equity securities		4,272		-
Issuance of real estate deposits		(151)		(700)
Release of real estate deposits		151		700
Investment in derivative financial instruments		(447)		-
<i>Net cash provided by (used in) investing activities</i>		<u>26,621</u>		<u>(49,679)</u>
<b>FINANCING ACTIVITIES:</b>				
Proceeds from notes payable – related party		-		15,000
Repayment of notes payable – related party		-		(15,210)
Proceeds from mortgages payable		4,412		53,638
Repayments of mortgages payable		(2,430)		-
Payment of debt issuance costs		(690)		(248)
Proceeds from issuance of common shares		10,337		14,689
Redemptions paid		(7,237)		(7,407)
Proceeds from settling subscriptions		-		86
Distributions paid		(3,410)		(2,342)
Offering costs paid		(46)		(23)
<i>Net cash provided by (used in) financing activities</i>		<u>936</u>		<u>58,183</u>
<b>Net increase in cash and cash equivalents and restricted cash</b>		<b>29,187</b>		<b>11,818</b>
<b>Cash and cash equivalents and restricted cash, beginning of period</b>		<b>18,813</b>		<b>10,678</b>
<b>Cash and cash equivalents and restricted cash, end of period</b>	<b>\$</b>	<b><u>48,000</u></b>	<b>\$</b>	<b><u>22,496</u></b>
<b>SUPPLEMENTAL DISCLOSURE OF NON-CASH FINANCING ACTIVITY:</b>				
Amortization of deferred offering costs	\$	67	\$	60
Distributions reinvested in Fundrise Equity REIT, LLC through programs offered by Fundrise Advisors, LLC	\$	-	\$	2
Settlement of settling subscriptions	\$	59	\$	74
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>				
Interest paid – related party note	\$	-	\$	126
Interest paid – mortgages payable	\$	607	\$	90

The accompanying notes are an integral part of these consolidated financial statements.

## Fundrise Equity REIT, LLC

### Notes to Consolidated Financial Statements (unaudited)

#### 1. Formation and Organization

Fundrise Equity REIT, LLC was formed on June 30, 2015 as a Delaware limited liability company and commenced operations on February 27, 2016. As used herein, the “Company”, “we”, “us”, and “our” refer to Fundrise Equity REIT, LLC except where the context otherwise requires.

The Company has one reportable segment consisting of investments in real estate. The Company was organized primarily to originate, invest in and manage a diversified portfolio of commercial real estate properties and real estate loans, and may also invest in real estate-related debt securities and other real estate-related assets. The Company may make its investments through majority-owned subsidiaries, some of which may have rights to receive preferred economic returns. Each investment in rental real estate properties is acquired by a limited liability company that is a subsidiary of ours. These subsidiaries are wholly owned by the Company and consolidated in these financial statements.

The Company’s business is externally managed by Fundrise Advisors, LLC (the “Manager”), a Delaware limited liability company and an investment adviser registered with the Securities and Exchange Commission (the “SEC”). Subject to certain restrictions and limitations, the Manager is responsible for managing the Company’s affairs on a day-to-day basis and for identifying and making acquisitions and investments on behalf of the Company.

We believe we have operated in such a manner as to qualify as a real estate investment trust (“REIT”) for federal income tax purposes. On February 1, 2021, we formed a taxable REIT subsidiary (“TRS”) in connection with the Fundrise Insight One, LLC 1031 Exchange. See [Note 3](#), *Investments in Equity Method Investees*, for further details. As of June 30, 2022, we have not established an operating partnership or qualified REIT subsidiary, though we may form such entities as required in the future to facilitate certain transactions that might otherwise have an adverse impact on our status as a REIT.

The Company’s initial and subsequent offering of its common shares (the “Offering”) is being conducted as a continuous offering pursuant to Rule 251(d)(3) of Regulation A (“Regulation A”) of the Securities Act of 1933, as amended (the “Securities Act”), meaning that while the offering of securities is continuous, active sales of securities may happen sporadically over the term of the Offering. Previously, a maximum of \$50.0 million of the Company’s common shares could be sold to the public in its Offering in any given twelve-month period. Effective March 15, 2021, the SEC adopted an amendment to increase the maximum offering amount under Tier 2 of Regulation A from \$50.0 million to \$75.0 million, and the Company has utilized this increased offering amount. However, each Offering is subject to qualification by the SEC. Most recently, the Company qualified approximately \$62.8 million of additional common shares pursuant to Regulation A on August 30, 2022. The Manager has the authority to issue an unlimited number of common shares.

As of June 30, 2022 and December 31, 2021, after redemptions, the Company had net common shares outstanding of approximately 13,420,000 and 13,324,000, respectively, including common shares held by Rise Companies Corp. (the “Sponsor”), the owner of the Manager. As of June 30, 2022 and December 31, 2021, the Sponsor owned 350 common shares. In addition, as of June 30, 2022 and December 31, 2021, Fundrise, L.P., an affiliate of the Sponsor, had purchased an aggregate of 19,900 common shares at \$10.00 per share in a private placement for an aggregate purchase price of approximately \$199,000. As of June 30, 2022 and December 31, 2021, third parties had purchased approximately 458,000 and 286,000 common shares, respectively, in private placements for an aggregate purchase price of approximately \$7.4 million and \$4.2 million, respectively. As of June 30, 2022 and December 31, 2021, the total amount of equity issued by the Company on a gross basis was approximately \$197.9 million and \$187.5 million, respectively, and the total amount of settling subscriptions was approximately \$0 and \$59,000, respectively. These amounts were based on a per share price of \$20.32 and \$17.67 as of June 30, 2022 and December 31, 2021, respectively.

The Company’s Manager has established various plans by which individual clients of the Manager may elect to have distributions received from real estate investment funds managed by our Manager reinvested across such individual client’s Fundrise portfolio according to such individual client’s selected preferences (“Reinvestment Plans”). Shares purchased through such

Reinvestment Plans are purchased at the effective price at the time of distribution issuance. For the six months ended June 30, 2022 and 2021, approximately \$0 and \$2,000, respectively, of distributions declared by the Company have been reinvested directly into the Company through such Reinvestment Plans.

## **2. Summary of Significant Accounting Policies**

### ***Basis of Presentation***

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting and conform to accounting principles generally accepted in the United States of America (“U.S. GAAP”) for interim financial reporting and the instructions to Form 1-SA and Rule 8-03(b) of Regulation S-X of the rules and regulations of the SEC. Accordingly, certain information and note disclosures normally included in the financial statements prepared under U.S. GAAP have been condensed or omitted.

In the opinion of management, all adjustments considered necessary for a fair presentation of the Company’s financial position, results of operations and cash flows have been included and are of a normal and recurring nature. Interim results are not necessarily indicative of operating results for any other interim period or for the entire year. The December 31, 2021 consolidated balance sheet and certain related disclosures are derived from the Company’s December 31, 2021 audited financial statements. These interim consolidated financial statements should be read in conjunction with the Company’s financial statements and notes thereto included in the Company’s annual report, which was filed with the SEC. The consolidated financial statements as of June 30, 2022 and for the six months ended June 30, 2022 and 2021, and certain related notes, are unaudited, have not been reviewed, and may not include year-end adjustments to make those consolidated financial statements comparable to audited results.

### ***Principles of Consolidation***

We consolidate entities when we own, directly or indirectly, a majority interest in the entity or are otherwise able to control the entity. We consolidate variable interest entities (“VIEs”) in accordance with the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 810, *Consolidation*, if we are the primary beneficiary of the VIE as determined by our power to direct the VIE’s activities and the obligation to absorb its losses or the right to receive its benefits, which are potentially significant to the VIE. A VIE is broadly defined as an entity with one or more of the following characteristics: (a) the total equity investment at risk is insufficient to finance the entity’s activities without additional subordinated financial support; (b) as a group, the holders of the equity investment at risk lack (i) the ability to make decisions about the entity’s activities through voting or similar rights, (ii) the obligation to absorb the expected losses of the entity, or (iii) the right to receive the expected residual returns of the entity; or (c) the equity investors have voting rights that are not proportional to their economic interests, and substantially all of the entity’s activities either involve, or are conducted on behalf of, an investor that has disproportionately few voting rights. All intercompany balances and transactions have been eliminated in consolidation.

### ***Estimates***

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and the disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could materially differ from those estimates.

### ***Cash and Cash Equivalents***

Cash and cash equivalents may consist of money market funds, demand deposits and highly liquid investments with original maturities of three months or less.

Cash may at times exceed the Federal Deposit Insurance Corporation deposit insurance limit of \$250,000 per institution. The Company mitigates credit risk by placing cash with major financial institutions. To date, the Company has not experienced any losses with respect to cash.

### ***Restricted Cash***

Restricted cash consists of cash balances restricted in use by contractual obligations with third parties. This may include funds escrowed for tenant security deposits, real estate taxes, property insurance, and mortgage escrows required by lenders on certain of our properties to be used for future building renovations or tenant improvements.

### ***Earnings per Share***

Basic earnings per share is calculated on the basis of weighted-average number of common shares outstanding during the period. Basic earnings per share is computed by dividing income available to members by the weighted-average common shares outstanding during the period. Diluted net income per common share equals basic net income per common share as there were no potentially dilutive securities outstanding during the six months ended June 30, 2022 and 2021.

### ***Organizational and Offering Costs***

Organizational and offering costs of the Company were initially being paid by the Manager on behalf of the Company. Organizational costs include all expenses incurred by the Company in connection with its formation. Offering costs represent costs incurred by the Company in the qualification of the Offering and the marketing and distribution of common shares, include, without limitation, expenses for printing, and amending offering statements or supplementing offering circulars, mailing and distributing costs, telephones, internet and other telecommunications costs, all advertising and marketing expenses, charges of experts and fees, expenses and taxes related to the filing, registration and qualification of the sale of shares under federal and state laws, including taxes and fees and accountants' and attorneys' fees. Pursuant to the Company's amended and restated operating agreement (the "Operating Agreement"), the Company was obligated to reimburse the Manager, or its affiliates, as applicable, for organizational and offering costs paid by them on behalf of the Company, subject to a minimum offering raise, as described below.

After the Company raised \$1.0 million in this offering (not including the \$200,000 received or to be received in the private placements to the Sponsor and Fundrise, L.P.), beginning on the date that the Company started its operations, it started to reimburse the Manager, without interest, for these organizational and offering costs incurred both before and after that date. Reimbursement payments were made in monthly installments; however, the aggregate monthly amount reimbursed shall not exceed 0.50% of the aggregate gross offering proceeds from the Offering. If the sum of the total unreimbursed amount of such organizational and offering costs, plus new costs incurred since the last reimbursement payment, exceeded the reimbursement limit described above for the applicable monthly installment, the excess was eligible for reimbursement in subsequent months (subject to the 0.50% limit), calculated on an accumulated basis, until the Manager had been reimbursed in full. The Manager may also incur expenses in relation to subsequent Offerings related to the Company. Such Offerings will be subject to the reimbursement limit of 0.50%; provided however no reimbursement shall be made which, as a result of the reimbursement, would cause the net asset value ("NAV") to be less than \$10.00 per share ("Hurdle Rate").

During the six months ended June 30, 2022 and 2021, the Manager did not incur reimbursable organizational and offering costs on behalf of the Company and no reimbursements were made to the Manager. Organizational costs are expensed as incurred, and offering costs are amortized ratably as a reduction to members' equity based on the proportion of gross proceeds raised to the total gross proceeds expected to be raised when the Offering is complete. As of June 30, 2022 and December 31, 2021, approximately \$1.5 million and \$1.4 million, respectively, of offering costs had been amortized and were included in the consolidated statements of members' equity.

During the six months ended June 30, 2022 and 2021, the Company directly incurred offering costs of approximately \$67,000 and \$60,000, respectively. Approximately \$46,000 and \$0 were payable as of June 30, 2022 and December 31, 2021, respectively.

### ***Settling Subscriptions***

Settling subscriptions presented on the consolidated balance sheets represent equity subscriptions for which funds have been received but common shares have not yet been issued. Under the terms of the Offering Circular for our common shares, subscriptions will be accepted or rejected within thirty days of receipt by us. Once a subscription agreement is accepted, settlement of the shares may occur up to fifteen days later, depending on the volume of subscriptions received; however, we generally issue shares the later of five business days from the date that an investor's subscription is approved by our Manager or when funds settle in our bank account. We

rely on our Automated Clearing House (ACH) provider to notify us that funds have settled for this purpose, which may differ from the time that cash is posted to our bank statement.

### ***Investments in Equity Method Investees***

If it is determined that we do not have a controlling interest in a joint venture through our financial interest in a VIE or through our voting interest in a voting interest entity and we have the ability to provide significant influence, the equity method of accounting is used. Under this method, the investment is originally recorded at cost and adjusted for contributions, distributions, basis difference, and to recognize our share of net earnings or losses of the affiliate as they occur, with losses limited to the extent of our investment in, advances to, and commitments to the investee.

Distributions received from an equity method investee are recognized as a reduction in the carrying amount of the investment. If distributions are received from an equity method investee that would reduce the carrying amount of an equity method investment below zero, the Company evaluates the facts and circumstances of the distributions to determine the appropriate accounting for the excess distribution, including an evaluation of the source of the proceeds and implicit or explicit commitments to fund the equity method investee. The excess distribution is either recorded as a gain from equity method investee, or in instances where the source of proceeds is from financing activities or the Company has a significant commitment to fund the investee, the excess distribution would result in an equity method liability and the Company would continue to record its share of the equity method investee's earnings and losses. When the Company does not have a significant requirement to contribute additional capital over and above the original capital commitment and the carrying value of the investment in the unconsolidated venture is reduced to zero, the Company discontinues applying the equity method of accounting unless the venture has an expectation of an imminent return to profitability. If the venture subsequently reports net income, the equity method of accounting is resumed only after the Company's share of that net income equals the share of net losses or distributions not recognized during the period the equity method was suspended.

The Company evaluates its investment in equity method investees for impairment whenever events or changes in circumstances indicate that there may be an other-than-temporary decline in value. If it is determined that an impairment exists and is other than temporary, then the Company would calculate the estimated fair value of the investment using various valuation techniques, including, but not limited to, discounted cash flow models, which consider inputs such as the Company's intent and ability to retain its investment in the entity, the financial condition and long-term prospects of the entity, and the expected term of the investment. If the Company determined any decline in value is other-than-temporary, the Company would recognize an impairment charge to reduce the carrying value of its investment to fair value. No impairment losses were recorded related to equity method investees for the six months ended June 30, 2022 and 2021.

With regard to distributions from equity method investees, we utilize the cumulative earnings approach to determine whether distributions from equity method investments are returns on investment (cash inflow from operating activities) or returns of investment (cash inflow from investing activities). Using the cumulative earnings approach, the Company compares cumulative distributions received for each investment, less distributions received in prior periods that were determined to be returns of investment, with the Company's cumulative equity in earnings. Generally, cumulative distributions received that do not exceed cumulative equity in earnings represent returns on investment and cumulative distributions received in excess of the cumulative equity in earnings represent returns of investment.

### ***Real Estate Debt Investments***

Our real estate debt investments are classified as held to maturity, as we have both the intent and ability to hold these investments until maturity. Accordingly, these assets are carried at cost, net of unamortized loan origination costs and fees, discounts, repayments and unfunded commitments, if applicable, unless such loans or investments are deemed to be impaired. The Company's real estate debt investments are subject to periodic analysis for potential loan impairment.

A debt related investment is impaired when, based on current information and events (including economic, industry and geographical factors), it is probable that we will be unable to collect all amounts due, both principal and interest, according to the contractual terms of the agreement. When an investment is deemed impaired, the impairment is measured based on the expected future cash flows discounted at the investment's effective interest rate or the fair value of the real property collateralizing the impaired loan. As a practical expedient, the FASB issued ASC 310, *Receivables*, which permits a creditor to measure an observable market price for the

impaired debt related investment as an alternative to discounting expected future cash flows. Regardless of the measurement method, a creditor should measure impairment based on the fair value of the collateral when the creditor determines that foreclosure is probable. A real estate debt investment is also considered impaired if its terms are modified in a troubled debt restructuring (“TDR”). A TDR occurs when we grant a concession to a borrower in financial difficulty by modifying the original terms of the loan. Impairments on TDR loans are generally measured based on the present value of expected future cash flows discounted at the effective interest rate of the original loan. During the six months ended June 30, 2022 and 2021, we did not have any TDRs. As of June 30, 2022 and December 31, 2021, no real estate debt investments were considered impaired and no impairment losses were recorded related to real estate debt investments.

We have certain investments that are legally structured as equity investments in subsidiaries with rights to receive preferred economic returns (referred to throughout these Notes as “preferred equity” investments). We report these investments as real estate debt investments when the common equity holders have a contractual obligation to redeem our preferred equity interest at a specified date.

### ***Investment in Rental Real Estate Properties***

Upon acquisition of a property, the Company assesses the fair value of acquired tangible and intangible assets (including land, buildings, site improvements, above- and below-market leases, acquired in-place leases, other identified intangible assets and assumed liabilities) and allocates the purchase price on a relative fair value basis (including capitalized transaction costs) to the acquired assets and assumed liabilities. The fair value of the tangible assets of an acquired property considers the value of the property as if it were vacant.

The amortization of in-place leases is recorded to amortization expense on the Company’s consolidated statements of operations. The amortization of above- or below-market leases is recorded as an adjustment to rental revenue on the Company’s consolidated statements of operations. We consider qualitative and quantitative factors in evaluating the likelihood of a tenant exercising a below-market renewal option and include such renewal options in the calculation of in-place lease value when we consider these to be bargain renewal options. If the value of below-market lease intangibles includes renewal option periods, we include such renewal periods in the amortization period utilized. If a tenant vacates its space prior to contractual termination of its lease, the unamortized balance of any lease intangible is written off.

For rental real estate properties, significant improvements are capitalized. Expenditures for ordinary maintenance and repairs are expensed to operations as incurred. We capitalize expenditures that improve or extend the life of a property and for certain furniture and fixtures additions.

Costs capitalized in connection with rental real estate property acquisitions and improvement activities are depreciated over their estimated useful lives on a straight-line basis. The depreciation period commences upon the cessation of improvement related activities. For those costs capitalized in connection with rental real estate properties acquisitions and improvement activities and those capitalized on an ongoing basis, the useful lives range of the assets are as follows:

<b>Description</b>	<b>Depreciable Life</b>
Building and building improvements	30 – 55 years
Site improvements	10 – 20 years
Furniture, fixtures and equipment	5 – 9 years
Lease intangibles	Over lease term

We evaluate our real estate properties for impairment when there is an event or change in circumstances that indicates an impaired value. If the carrying amount of the real estate investment is no longer recoverable and exceeds the fair value of such investment, an impairment loss is recognized. The impairment loss is recognized based on the excess of the carrying amount of the asset over its fair value. If the Company determines that an impairment has occurred, the affected assets must be reduced to their fair value. During the six months ended June 30, 2022 and 2021, no such impairment occurred.

### ***Deposits***

During the closing on an investment in rental real estate property or real estate held for improvement, we may place a cash deposit on the property being acquired or fund amounts into escrow. These deposits are placed before the closing process of the property is complete. If subsequent to placing the deposit, we acquire the property (the deed is transferred to us), the deposit placed will be credited to the purchase price. If subsequent to placing the deposit, we do not acquire the property (deed is not transferred to us), the deposit will generally be returned to us. The Company may pay a deposit for a property that is ultimately acquired by a related party fund. Upon acquisition of the property, the related party fund reimburses the Company for the full amount of the deposit.

### ***Derivative Financial Instruments***

Derivative financial instruments are initially recorded at fair value on the date on which a derivative contract is entered into and are subsequently remeasured to fair value at period end. Any gains or losses arising from changes in fair value on derivative contracts not designated for hedge accounting are recorded in our consolidated statements of operations as “Increase (decrease) in fair value of derivative financial instruments”.

### ***Debt Issuance Costs***

We amortize debt issuance costs using the straight-line method which approximates the effective interest rate method, over the estimated life of the related mortgage payable. We record debt issuance costs related to loans payable, net of amortization, on our consolidated balance sheets as an offset to their related loan payable. We record the amortization of all debt issuance costs as interest expense.

### ***Share Redemptions***

Share repurchases are recorded as a reduction of common share par value under our redemption plan, pursuant to which we may elect to redeem shares at the request of our members, subject to certain exceptions, conditions, and limitations. The maximum number of shares purchasable by us in any period depends on a number of factors and is at the discretion of our Manager.

The Company’s redemption plan provides that on a quarterly basis, subject to certain exceptions, a member could obtain liquidity as described in detail in our Offering Circular.

Pursuant to the Company’s redemption plan, a member may only (a) have one outstanding redemption request at any given time and (b) request that we redeem up to the lesser of 5,000 common shares or \$50,000 worth of common shares per each redemption request. In addition, the redemption plan is subject to certain liquidity limitations, which may fluctuate depending on the liquidity of the real estate assets held by the Company. Redemptions for shares held less than 5 years are also subject to a flat 1% penalty to the NAV per share in effect at the time of the redemption request. Redemptions are processed on a first-in, first-out basis, meaning those shares submitted by a shareholder for redemption in any given month or quarter that have been continuously held for the longest amount of time will be redeemed first.

In light of the SEC’s current guidance on redemption plans, we generally intend to limit redemptions in any calendar quarter to shares whose aggregate value (based on the repurchase price per share in effect as of the first day of the last month of such calendar quarter) is 5.00% of the NAV of all of our outstanding shares as of first day of the last month of such calendar quarter (e.g., March 1, June 1, September 1, or December 1), with excess capacity carried over to later calendar quarters in that calendar year. However, as we make a number of commercial real estate investments of varying terms and maturities, our Manager may elect to increase or decrease the amount of common shares available for redemption in any given quarter, as these commercial real estate assets are paid off or sold, but we do not intend to redeem more than 20.00% of the common shares outstanding during any calendar year. Notwithstanding the foregoing, we are not obligated to redeem common shares under the redemption plan.

In addition, our Manager may, in its sole discretion, amend, suspend, or terminate the redemption plan at any time without prior notice, including to protect our operations and our non-redeemed members, to prevent an undue burden on our liquidity, to preserve our status as a REIT, following any material decrease in our NAV, or for any other reason. However, in the event that we amend, suspend or terminate our redemption plan, we will file an offering circular supplement and/or Form 1-U, as appropriate, and post such information on our website to disclose such amendment. Our Manager may also, in its sole discretion, decline any particular redemption request if it believes such action is necessary to preserve our status as a REIT. Therefore, a member may not have the opportunity to make a redemption request prior to any potential termination of the Company’s redemption plan.

## ***Income Taxes***

As a limited liability company, we have elected to be taxed as a C corporation. Commencing with the taxable year ending December 31, 2016, the Company operates in a manner intended to qualify for treatment as a REIT under the Internal Revenue Code of 1986, as amended. To qualify as a REIT, the Company must meet certain organizational and operational requirements, including a requirement to distribute at least 90% of the Company's annual REIT taxable income to its members (which is computed without regard to the distributions paid deduction or net capital gain and which does not necessarily equal net income as calculated in accordance with U.S. GAAP). As a REIT, the Company generally will not be subject to U.S. federal income tax to the extent it distributes qualifying dividends to its members. Even if the Company qualifies for taxation as a REIT, it may be subject to certain state and local taxes on its income and property, and federal income and excise taxes on its undistributed income. On February 1, 2021, we formed a TRS, Fundrise Equity REIT TRS, LLC ("Equity REIT TRS"), to facilitate the disposition of certain investments, which is discussed further in [Note 3, Investments in Equity Method Investees](#). No material provisions have been made for federal income taxes in the accompanying consolidated financial statements during the six months ended June 30, 2022 or 2021. No gross deferred tax assets or liabilities have been recorded as of June 30, 2022 or December 31, 2021.

As of June 30, 2022, the tax period for the taxable year ending December 31, 2018 and all tax periods following remain open to examination by the major taxing authorities in all jurisdictions where we are subject to taxation.

## ***Revenue Recognition***

Rental revenue is recognized on a straight-line basis over the term of the lease. We periodically review the collectability of our tenant receivables and record an allowance for doubtful accounts for any estimated probable losses. Rental revenue is recorded net of bad debt expense in the consolidated financial statements.

Interest revenue is recognized on an accrual basis and any related premium, discount, origination costs and fees are amortized over the life of the investment using the effective interest method. Interest revenue is recognized on real estate debt investments classified as held to maturity securities.

## ***Other Income***

Sales of investments in equity method investees are recognized when we have surrendered control. Once control has been surrendered, the recorded amounts of the transferred item are derecognized, all proceeds received from the transfer are recognized, and any gain or loss on the transfer are recognized. Gains or losses from equity method investees will be recorded within "Equity in earnings (losses)" in the consolidated financial statements.

## ***Recent Accounting Pronouncements***

In February 2016, the FASB issued ASU 2016-02, *Leases*, which changes the accounting for leases for both lessors and lessees. The guidance requires lessees to recognize right-of-use assets and lease liabilities for virtually all of their leases, including leases embedded in other contractual arrangements, among other changes. The standard is effective for annual reporting periods beginning after December 15, 2021, and for interim periods within fiscal years beginning after December 15, 2022. We are currently assessing the impact of this update on the presentation of our consolidated financial statements.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments-Credit Losses: Measurement of Credit Losses on Financial Instruments*, which requires the measurement and recognition of expected credit losses for financial assets held at amortized cost. ASU 2016-13 replaces the existing incurred loss impairment model with an expected loss methodology, which will result in more timely recognition of credit losses. ASU 2016-13 is effective for annual reporting periods, and interim periods within those years beginning after December 15, 2022, with early adoption permitted. We are currently in the process of evaluating the impact of the adoption of this standard on our consolidated financial statements.

Due to the business disruptions and challenges severely affecting the global economy caused by the COVID-19 pandemic, many lessors may provide rent deferrals and other lease concessions to lessees. While the lease modification guidance in ASC 840, *Leases* ("ASC 840") addresses routine changes to lease terms resulting from negotiations between the lessee and the lessor, this guidance did not contemplate an exceptionally high volume of concessions being so rapidly executed to address the sudden liquidity constraints of certain lessees caused by the COVID-19 pandemic. In April 2020, the FASB issued a question and answer document that allows lessors to elect not to evaluate whether lease-related relief provided to mitigate the economic effects of COVID-19 is a lease modification under ASC 840. This election would allow lessors to bypass a lease-by-lease analysis, and instead choose to either apply the lease modification accounting framework or not, with such election applied consistently to leases with similar characteristics and

similar circumstances. Lessors making this election would continue to recognize property rental revenue on a straight-line basis. Rent abatements would be recognized as reductions to property rental revenue during the period for which they relate. Rent deferrals would not impact the recognition of property rental revenue, but would result in an increase to tenant receivables during the deferral period.

We did not grant any lease-related relief as a result of COVID-19 during the six months ended June 30, 2022. In the future, we may be in discussions with tenants to grant concessions and additional lease-related relief, such as the deferral of lease payments, for a period of time. We have elected to account for possible COVID-19 related concessions provided to our tenants as a deferred payment in which we will continue to recognize rental revenue on the existing straight-line basis over the remaining applicable lease term. Any changes in payment will be recognized through rent receivables, which is recorded in "Other assets" in our consolidated balance sheets. Any identified uncollectible amounts related to the deferred payments will be recognized as an adjustment to rental revenue.

### ***Extended Transition Period***

Under Section 107 of the Jumpstart Our Business Startups Act of 2012, we are permitted to use the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. This permits us to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to use the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in Section 7(a)(2)(B). By electing to extend the transition period for complying with new or revised accounting standards, these financial statements may not be comparable to companies that adopt accounting standard updates upon the public business entity effective dates.

### **3. Investments in Equity Method Investees**

The table below presents the activity of the Company's investments in equity method investees as of and for the periods presented (*amounts in thousands*):

<b>Investments in Equity Method Investees:</b>	<b>For the Six Months Ended June 30, 2022</b>	<b>For the Year Ended December 31, 2021</b>
Beginning balance	\$ 83,946	\$ 77,142
New investments in equity method investees	3,723	35,660
Repayment of equity method investees <sup>(1)(2)</sup>	(24,727)	(45,497)
Distributions received	(3,352)	(5,902)
Equity in earnings (losses) of equity method investees <sup>(1)(2)</sup>	20,727	22,543
<b>Ending balance</b>	<b>\$ 80,317</b>	<b>\$ 83,946</b>

(1) On June 21, 2022, the Grand Reserve at Pavilions Controlled Subsidiary (EMIF-Fundrise JV LP) sold the Ascend at 1801 Property for a sales price of approximately \$103 million. Proceeds from the sale totaled approximately \$64.9 million, net of repayment of \$35.2 million of outstanding senior loans, and closing costs of approximately \$3.2 million. Our distribution received from the sale totaled approximately \$24.4 million. As a result of this sale, the Company recognized a gain on disposition of equity method investees of approximately \$19.6 million during the six months ended June 30, 2022, which is recognized within equity in earnings.

(2) In February 2021, Fundrise Insight One, LLC sold the Lancaster Mill, Canterbury Square, and Sacramento Square properties for a combined sales price of approximately \$94.4 million. The dispositions were structured with the intention of

deferring taxable gain from the sale of the three properties under Section 1031 of the Internal Revenue Code (“1031 Exchange”). The dispositions of the three properties were executed as two distinct 1031 Exchange transactions; the Lancaster Property 1031 Exchange (“Lancaster Mill 1031 Exchange”) and the Canterbury Property and Sacramento Property 1031 Exchange (“Canterbury Square and Sacramento Square 1031 Exchange”).

#### *Lancaster Mill 1031 Exchange*

On January 19, 2021, Fundrise Insight One, LLC formed a new continuation JV, FR-PC Lexington JV, LLC, and on February 10, 2021, assigned all membership interests in the Lancaster Mill property to FR-PC Lexington JV, LLC. Concurrently, membership interests in FR-PC Lexington JV, LLC were distributed pro rata up to the members of the Fundrise Insight One, LLC.

On February 12, 2021, FR-PC Lexington JV, LLC sold the Lancaster Mill property for a sales price of approximately \$28.5 million, with net proceeds from the sale totaling approximately \$13.6 million.

On February 26, 2021, FR-PC Lexington JV, LLC acquired Lexington on the Green, a 216-unit garden-style apartment property in Lithonia, GA, for an initial purchase price of \$13.6 million, which represents the stated value of our equity interest, utilizing the proceeds deferred from the sale of the Lancaster Mill property and the new equity contributions from the controlling member. This acquisition completed the Lancaster 1031 Exchange.

#### *Canterbury Square and Sacramento Square 1031 Exchange*

On February 25, 2021, Fundrise Insight One, LLC sold Canterbury Square and Sacramento Square for a combined sales price of approximately \$65.9 million, with net proceeds from the sales totaling approximately \$30.8 million.

On April 8, 2021, Fundrise Insight One, LLC acquired a 301-unit apartment property in Jacksonville, FL (“West Kernan Property”) for a purchase price of approximately \$66.3 million, utilizing the proceeds deferred from the sales of the Canterbury Square and Sacramento Square properties and new senior mortgage, interest-only loan of approximately \$36.4 million. This acquisition completed the Canterbury Square and Sacramento Square 1031 Exchange.

Following this acquisition, we renamed Fundrise Insight One, LLC to the West Kernan Investment for financial reporting purposes. See [Note 5](#), *Investments in Rental Real Estate Properties*, for further information regarding the West Kernan Investment’s acquisition of the West Kernan Property.

As a result of these sales, the Company recognized a gain on disposition of equity method investees of approximately \$22.9 million during the year ended December 31, 2021, which is recognized within equity in earnings.

As of June 30, 2022, the Company’s material investments in companies that are accounted for under the equity method of accounting consist of the following:

- (1) Acquired in 2016, a 90% non-controlling member interest in Fundrise Peak I, LLC, whose activities are carried out through the following wholly-owned asset: The Villas at Meadow Springs, an apartment complex located in Richland, WA.  
  
Acquired in 2018, a 60.8% non-controlling member interest in The Aspect AL LP, whose activities are carried out through the following wholly-owned assets: The Aspect Apartments, an apartment complex in Kissimmee, FL; The EnV Apartments, an apartment complex in Hollywood, FL. On March 3, 2019, an existing bridge loan between Fundrise Midland Opportunistic REIT, LLC, a related party, and Aspect Promenade JV LP related to The Sterling Tower Center, an apartment complex, in Raleigh, NC, converted into additional ownership of the Aspect AL LP after receiving approval from HUD. This conversion diluted our member interest in the Aspect AL LP to 44.1%.
- (2) Acquired in 2019, a 60% non-controlling member interest in Amira JV LP, whose activities are carried out through the following wholly-owned asset: Westly Shores Property, a single stabilized garden-style multifamily project in Tampa, FL.
- (3) Acquired in 2019, a 13.03% non-controlling member interest in FR-ICG EVO Parent LLC, whose activities are carried out through the following wholly-owned asset: EVO property, a mid-rise multifamily property in Las Vegas, NV.
- (4) Acquired in 2019, the contributions to National Lending, LLC (“National Lending”) in exchange for ownership interests. See [Note 11](#), *Related Party Arrangements* for further information regarding National Lending.

- (6) Acquired in 2021, a 95% non-controlling member interest in FR-PC Lexington JV LLC, whose activities are carried out through the following wholly-owned asset: Lexington Property, a stabilized garden-style multifamily property in Lithonia, GA.
- (7) Acquired in 2021, a 90% non-controlling member interest in FR-MP Trellis JV LLC, whose activities are carried out through the following wholly-owned asset: Trellis Property, a stabilized garden-style multifamily property in Marietta, GA.
- (8) During the six months ended June 30, 2022, the Company has acquired no new equity method investments, but has contributed approximately \$3.7 million in additional capital to existing investments.

F-12

As of and for the six months ended June 30, 2022, the condensed financial position and results of operations of the Company's material equity method investments are summarized below (*amounts in thousands*):

Condensed balance sheet information:	Fundrise Peak I, LLC	EMIF- Fundrise JV LP	The Aspect AL LP	Amira JV LP
	As of June 30, 2022	As of June 30, 2022	As of June 30, 2022	As of June 30, 2022
Real estate assets, net	\$ 32,244	\$ -	\$ 172,259	\$ 71,223
Other assets	804	-	20,823	8,824
Total assets	<u>\$ 33,048</u>	<u>\$ -</u>	<u>\$ 193,082</u>	<u>\$ 80,047</u>
Mortgage notes payable, net	\$ 36,237	\$ -	\$ 118,727	\$ 54,844
Other liabilities	777	-	2,539	968
Equity	(3,966)	-	71,816	24,235
Total liabilities and equity	<u>\$ 33,048</u>	<u>\$ -</u>	<u>\$ 193,082</u>	<u>\$ 80,047</u>
Company's equity investment, net	\$ -	\$ 199 <sup>(1)</sup>	\$ 24,419	\$ 14,538

- (1) The Company's equity investment as of June 30, 2022 represents cash held back at payoff for expected future payments related to the disposal of the investment.

F-13

Condensed balance sheet information (continued):	FR-ICG EVO Parent LLC	FR-PC Lexington JV, LLC	FR-MP Trellis JV LLC	National Lending, LLC
	As of June 30, 2022	As of June 30, 2022	As of June 30, 2022	As of June 30, 2022
Real estate assets, net	\$ 95,071	\$ 30,121	\$ 34,744	\$ -
Other assets	1,605	778	848	58,831
Total assets	<u>\$ 96,676</u>	<u>\$ 30,899</u>	<u>\$ 35,592</u>	<u>\$ 58,831</u>
Mortgage notes payable, net	\$ 62,675	\$ 18,170	\$ 21,877	\$ -
Other liabilities	672	433	387	-
Equity	33,329	12,296	13,328	58,831
Total liabilities and equity	<u>\$ 96,676</u>	<u>\$ 30,899</u>	<u>\$ 35,592</u>	<u>\$ 58,831</u>
Company's equity investment, net	\$ 4,287	\$ 11,407	\$ 11,996	\$ 13,471

Condensed income statement information:	Fundrise Peak I, LLC	EMIF-Fundrise JV LP	The Aspect	
	For the Six Months Ended	For the Period January 1, 2022 to	AL LP For the Six Months Ended	Amira JV LP For the Six Months Ended
	June 30, 2022	June 21, 2022 <sup>(2)</sup>	June 30, 2022	June 30, 2022
Total revenue	\$ 2,697	\$ 375	\$ 11,814	\$ 4,192
Total expenses	2,360	2,474	9,694	3,954
Net income (loss)	\$ 337	\$ (2,099)	\$ 2,120	\$ 238
Company's equity in net income (loss) of investee	\$ 379 <sup>(1)</sup>	\$ 19,552 <sup>(3)</sup>	\$ 935	\$ 143

- (1) The Company's equity in net income (loss) of investee is comprised of a \$379,000 gain that is the result of distributions in excess of equity investment in the Fundrise Peak I, LLC entity.
- (2) Condensed results of operations are up to the period of disposal. Net income (loss) excludes the gain on sale of investment.
- (3) The Company's equity in net income (loss) of investee related to EMIF-Fundrise JV LP is comprised of the approximately \$19.6 million gain on sale of the investment.

Condensed income statement information (continued):	FR-ICG EVO Parent LLC	FR-PC Lexington JV, LLC	FR-MP Trellis JV LLC	National Lending, LLC
	For the Six Months Ended	For the Six Months Ended	For the Six Months Ended	For the Six Months Ended
	June 30, 2022	June 30, 2022	June 30, 2022	June 30, 2022
Total revenue	\$ 4,150	\$ 1,625	\$ 1,576	\$ 741
Total expenses	5,453	1,659	1,822	39
Net income (loss)	\$ (1,303)	\$ (34)	\$ (246)	\$ 702
Company's equity in net income (loss) of investee	\$ (170)	\$ (32)	\$ (221)	\$ 141

F-14

As of December 31, 2021, and for the six months ended June 30, 2021, the condensed financial position and results of operations of the Company's material equity method investments are summarized below (*amounts in thousands*):

Condensed balance sheet information:	Fundrise Peak I, LLC	EMIF- Fundrise JV LP	The Aspect AL LP	Amira JV LP
	As of December 31, 2021	As of December 31, 2021	As of December 31, 2021	As of December 31, 2021
	Real estate assets, net	\$ 32,750	\$ 45,559	\$ 174,256
Other assets	820	660	3,562	10,042
Total assets	\$ 33,570	\$ 46,219	\$ 177,818	\$ 80,357
Mortgage notes payable, net	\$ 35,995	\$ 34,968	\$ 119,453	\$ 54,805
Other liabilities	995	293	1,198	371
Equity	(3,420)	10,958	57,167	25,181
Total liabilities and equity	\$ 33,570	\$ 46,219	\$ 177,818	\$ 80,357

Company's equity investment, net	\$ -	\$ 5,479	\$ 24,815	\$ 15,106
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Condensed balance sheet information (continued):	FR-ICG EVO Parent LLC As of December 31, 2021	FR-PC Lexington JV, LLC As of December 31, 2021	FR-MP Trellis JV LLC As of December 31, 2021	National Lending, LLC As of December 31, 2021
	Real estate assets, net	\$ 97,659	\$ 30,560	\$ 34,705
Other assets	2,087	592	658	69,017
Total assets	\$ 99,746	\$ 31,152	\$ 35,363	\$ 69,017
Mortgage notes payable, net	\$ 62,936	\$ 18,160	\$ 21,861	\$ -
Other liabilities	669	202	335	3
Equity	36,141	12,790	13,167	69,014
Total liabilities and equity	\$ 99,746	\$ 31,152	\$ 35,363	\$ 69,017
Company's equity investment, net	\$ 4,635	\$ 11,876	\$ 11,851	\$ 10,184

Condensed income statement information:	Fundrise Insight One, LLC For the Period January 1, 2021 to February 25, 2021 <sup>(1)</sup>	Fundrise Peak I, LLC For the Six Months Ended June 30, 2021	EMIF- Fundrise JV LP For the Six Months Ended June 30, 2021	The Aspect AL LP For the Six Months Ended June 30, 2021	Amira JV LP For the Six Months Ended June 30, 2021
	Total revenue	\$ 1,227	\$ 2,329	\$ 3,078	\$ 9,968
Total expenses	3,594	2,949	2,870	9,126	3,420
Net income (loss)	\$ (2,367)	\$ (620)	\$ 208	\$ 842	\$ 76
Company's equity in net income (loss) of investee	\$ 22,821 <sup>(2)</sup>	\$ 245	\$ 104	\$ 371	\$ 46
Company's share of origination costs within equity	\$ -	\$ -	\$ -	\$ -	\$ -

(1) Condensed results of operations are up to the period of disposal.

The Company's equity in net income (loss) of investee related to Fundrise Insight One, LLC is comprised of

(2) approximately \$71,000 for our share of net operating income for the period ending February 25, 2021 as well as the approximately \$22.7 million gain on sale of the investment.

F-15

Condensed income statement information (continued):	FR-ICG EVO Parent LLC For the Six Months Ended June 30, 2021	FR-PC Lexington JV, LLC For the Period February 26, 2021 (Inception) through June 30, 2021	FR-MP Trellis JV LLC For the Period April 8, 2021 (Inception) through June 30, 2021	National Lending, LLC For the Six Months Ended June 30, 2021
	Total revenue	\$ 3,327	\$ 987	\$ 729
Total expenses	5,890	1,340	903	6
Net income (loss)	\$ (2,563)	\$ (353)	\$ (174)	\$ 429
Company's equity in net income (loss) of investee	\$ (329)	\$ (336)	\$ (157)	\$ 82
Company's share of origination costs within equity	\$ -	\$ (289)	\$ (314)	\$ -

#### 4. Real Estate Debt Investments

The following table describes our real estate investment activity (*amounts in thousands*):

Real Estate Debt Investments:	For the Six Months Ended June 30, 2022	For the Year Ended December 31, 2021
Beginning balance	\$ 8,054	\$ 13,964
Interest revenue received in kind, net of payments	212	(910)
Investments <sup>(1)</sup>	-	-
Principal repayments <sup>(2)</sup>	-	(5,000)
<b>Ending balance</b>	<b>\$ 8,266</b>	<b>\$ 8,054</b>

- (1) There were no new investments during the six months ended June 30, 2022 or the year ended December 31, 2021.
- (2) During the year ended December 31, 2021, principal repayments included full repayment from one preferred equity investment.

As of June 30, 2022 and December 31, 2021, there were no discount or origination costs or fees that were includable in the carrying value of our real estate debt investments.

Interest revenue received in kind represents accruable interest receivable from related real estate debt investments upon maturity, net of payments received during the period. Interest revenue received in kind is presented within “Real estate debt investments” in these consolidated financial statements.

The following table presents the Company’s investments in real estate debt investments as of June 30, 2022 (*dollar amounts in thousands*):

Asset Type	Number	Principal Amount or Cost <sup>(1)</sup>	Future Funding Commitments	Carrying Value
Preferred equity	1	\$ 8,266	\$ -	\$ 8,266
<b>Balance as of June 30, 2022</b>	<b>1</b>	<b>\$ 8,266</b>	<b>\$ -</b>	<b>\$ 8,266</b>

- (1) This includes the stated amount of funds disbursed to date, interest that is contractually converted into principal, and interest revenue received in kind.

The following table presents the Company’s investments in real estate debt investments as of December 31, 2021 (*dollar amounts in thousands*):

Asset Type	Number	Principal Amount or Cost <sup>(1)</sup>	Future Funding Commitments	Carrying Value
Preferred equity	1	\$ 8,054	\$ -	\$ 8,054
<b>Balance as of December 31, 2021</b>	<b>1</b>	<b>\$ 8,054</b>	<b>\$ -</b>	<b>\$ 8,054</b>

- (1) This includes the stated amount of funds disbursed to date, interest that is contractually converted into principal, and interest revenue received in kind.

The following table presents certain information about the Company's investments in real estate debt investments, as of June 30, 2022, by contractual maturity grouping (*dollar amounts in thousands*):

Asset Type	Number	Amounts Maturing Within One Year	Amounts Maturing After One Year Through Five Years	Amounts Maturing After Five Years Through Ten Years	Amounts Maturing After Ten Years
Preferred equity	1	\$ -	\$ -	\$ 8,266	\$ -
<b>Balance as of June 30, 2022</b>	<b>1</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,266</b>	<b>\$ -</b>

The following table presents certain information about the Company's investments in real estate debt investments, as of December 31, 2021, by contractual maturity grouping (*dollar amounts in thousands*):

Asset Type	Number	Amounts Maturing Within One Year	Amounts Maturing After One Year Through Five Years	Amounts Maturing After Five Years Through Ten Years	Amounts Maturing After Ten Years
Preferred equity	1	\$ -	\$ -	\$ 8,054	\$ -
<b>Balance as of December 31, 2021</b>	<b>1</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,054</b>	<b>\$ -</b>

#### *Credit Quality Monitoring*

The Company's real estate debt investments that earn interest based on debt-like terms are typically secured by senior liens on real estate properties, mortgage payments, mortgage loans, or interests in entities that have preferred interests in real estate similar to the interests just described. The Company evaluates its real estate debt investments at least annually and differentiates the relative credit quality principally based on: (i) whether the borrower is currently paying contractual debt service or guaranteed preferred equity payments in accordance with its contractual terms; and (ii) whether the Company believes the borrower will be able to perform under its contractual terms in the future, as well as the Company's expectations as to the ultimate recovery of principal at maturity. The Company considered investments for which it expects to receive full payment of contractual principal and interest payments as "performing." As of June 30, 2022 and December 30, 2021, all investments were considered to be performing. In the event that an investment is deemed other than performing, the Company will evaluate the instrument for any required impairment.

## 5. Investments in Rental Real Estate Properties

The following table presents the Company's investments in rental real estate properties, net (*amounts in thousands*):

	As of June 30, 2022	As of December 31, 2021
Land	\$ 14,323	\$ 14,323

Building and building improvements	77,222	77,116
Site improvements	4,856	4,822
Furniture, fixtures and equipment	2,675	2,667
Work in progress	134	53
<b>Total gross investment in rental real estate properties</b>	<b>\$ 99,210</b>	<b>\$ 98,981</b>
Less: Accumulated depreciation	(2,794)	(1,752)
<b>Total investment in rental real estate properties, net</b>	<b>\$ 96,416</b>	<b>\$ 97,229</b>

As of June 30, 2022 and December 31, 2021, we had invested in two rental real estate properties which consist of the following:

In December 2020, the Company directly acquired ownership of a wholly-owned subsidiary which purchased a residential (1) subdivision consisting of 124 single-family rental homes and totaling approximately 197,000 rentable square feet (the “AP98 Property”) located in Conroe, TX, for a purchase price of approximately \$32.3 million.

In April 2021, the Company directly acquired ownership of a majority-owned subsidiary, the West Kernan Investment, which (2) purchased the West Kernan Property, for a purchase price of approximately \$66.3 million. This acquisition completed the Canterbury Square and Sacramento Square 1031 Exchange discussed further in [Note 3, Investments in Equity Method Investees](#).

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F-19

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As of June 30, 2022 and December 31, 2021, the carrying amount of our investment in rental real estate properties included capitalized transaction costs of approximately \$2.3 million, which includes acquisition fees paid to the Sponsor of approximately \$1.3 million.

For the six months ended June 30, 2022 and 2021, the Company recognized approximately \$1.0 million and \$684,000 of depreciation expense, respectively, on our investments in rental real estate properties.

There were no investments in rental real estate properties acquired during the six months ended June 30, 2022.

The following table summarizes the asset acquisition allocation for our investment in rental real estate properties acquired during the six months ended June 30, 2021 (*amounts in thousands*):

	<b>West Kernan Property</b>
Land	\$ 9,230
Building and building improvements	52,560
Site improvements	3,332
Furniture, fixtures and equipment	1,768
In-place leases	825
Working capital	1,400
Other prorations	(288)
<b>Total</b>	<b>68,827</b>
Mortgage payable	(36,138)
Deferred loan costs	70
<b>Net cash paid</b>	<b>\$ 32,759</b>

## 6. Intangible Assets

As of June 30, 2022 and December 31, 2021, the Company’s intangible assets consist of in-place leases allocated from the purchase price of our investments in rental real estate properties.

As of June 30, 2022 and December 31, 2021, in-place leases, net, totaled approximately \$0 and \$0, respectively. In-place lease assets are amortized over the life of the lease. For the six months ended June 30, 2022 and 2021, amortization of in-place lease assets

was approximately \$0 and \$958,000, respectively, and is included in depreciation and amortization in the consolidated statements of operations. The in-place lease assets were fully amortized as of December 31, 2021.

## 7. Distributions

Distributions are calculated based on members of record each day during the distribution period.

The table below outlines the Company's total distributions declared to members and distributions relating to members, the Sponsor and its affiliates for the six months ended June 30, 2022 and the year ended December 31, 2021 (*all tabular amounts are in thousands except per share data*):

Distributions for the Period:	Members				
	Daily Distribution Per-Share Amount	Total Declared	Date of Declaration	Total Paid/ Reinvested as of June 30, 2022	Payment Date
February 1, 2022 through February 28, 2022	\$ 0.001369863	\$ 518	01/28/2022	\$ 518	04/12/2022
March 1, 2022 through March 31, 2022	\$ 0.001643836	692	02/25/2022	692	04/12/2022
April 1, 2022 through April 30, 2022	\$ 0.001506849	606	03/30/2022	-	07/12/2022
May 1, 2022 through May 31, 2022	\$ 0.001369863	574	04/27/2022	-	07/12/2022
June 1, 2022 through June 30, 2022	\$ 0.001369863	560	05/27/2022	-	07/12/2022
July 1, 2022 through July 31, 2022	\$ 0.001369863	578 <sup>(2)</sup>	06/28/2022	-	10/21/2022
<b>Total</b>		<b>\$ 3,528<sup>(1)</sup></b>		<b>\$ 1,210</b>	

F-20

Distributions for the Period:	Members				
	Daily Distribution Per-Share Amount	Total Declared	Date of Declaration	Total Paid/ Reinvested as of December 31, 2021	Payment Date
February 1, 2021 through February 28, 2021	\$ 0.0009589041	\$ 356	01/28/2021	\$ 356	04/13/2021
March 1, 2021 through March 31, 2021	\$ 0.0007534247	315	02/25/2021	315	04/13/2021
April 1, 2021 through April 30, 2021	\$ 0.0010958904	441	03/30/2021	441	07/13/2021
May 1, 2021 through May 31, 2021	\$ 0.0012328767	514	04/29/2021	514	07/13/2021
June 1, 2021 through June 30, 2021	\$ 0.0013698630	551	05/28/2021	551	07/13/2021
July 1, 2021 through July 31, 2021	\$ 0.0010958904	452	06/29/2021	452	10/12/2021
August 1, 2021 through August 31, 2021	\$ 0.0012328767	509	07/28/2021	509	10/12/2021
September 1, 2021 through October 1, 2021	\$ 0.0012328767	496	08/27/2021	496	10/12/2021
October 2, 2021 through October 31, 2021	\$ 0.0012328767	509	10/01/2021	-	01/11/2022
November 1, 2021 through November 30, 2021	\$ 0.0013698630	551	10/27/2021	-	01/11/2022
December 1, 2021 through December 31, 2021	\$ 0.0013698630	570	11/29/2021	-	01/11/2022
January 1, 2022 through January 31, 2022	\$ 0.0013698630	572 <sup>(3)</sup>	12/29/2021	-	04/12/2022
<b>Total</b>		<b>\$ 5,836<sup>(1)</sup></b>		<b>\$ 3,634</b>	

- Total distributions declared to related parties are included in total distributions declared to all members. For the six months ended June 30, 2022 and the year ended December 31, 2021, total distributions declared to related parties were approximately \$5,000 and \$8,000, respectively.

The liability for the July 2022 distribution was estimated based on the daily distribution per-share amount multiplied by the number of members as of the date of the preparation of the June 30, 2022 consolidated financial statements, and is scheduled to be paid within three weeks after the end of September 2022.

The liability for the January 2022 distribution was estimated based on the daily distribution per-share amount multiplied by the number of members as of the date of the preparation of the December 31, 2021 consolidated financial statements. This amount was subsequently determined to be approximately \$570,000.

## 8. Mortgages Payable

The following is a summary of the mortgage notes secured by the Company's investments in rental real estate properties as of June 30, 2022 and December 31, 2021 (*dollar amounts in thousands*):

Borrower	Amount of Loan	Interest Rate	Maturity Date	Balance at June 30, 2022	Balance at December 31, 2021
West Kernan Investment <sup>(1)</sup>	\$ 40,550	SOFR* + 2.31%	06/01/2032	\$ 40,550	\$ 36,138
AP98 Investment <sup>(2)</sup>	\$ 15,069	SOFR* + 2.46%	07/01/2032	\$ 15,069	\$ 17,500

\* SOFR represents the Daily Simple Secured Overnight Financing Rate established per the loan agreement.

On May 25, 2022, the West Kernan Investment refinanced its \$36.1 million mortgage loan via a \$40.6 million Freddie Mac senior loan from KeyBank. The \$40.6 million senior loan features a 10-year term and 5 years interest-only at a floating rate of 2.31% over SOFR. The remaining unamortized principal balance will be due at maturity. The Company is named as a guarantor in this loan agreement and is required to meet certain financial covenants.

On June 2, 2022, the AP98 Investment refinanced its \$17.5 million bridge loan via a \$15.1 million Freddie Mac senior loan with Key Bank. The \$15.1 million senior loan features a 10-year term and 5 years interest-only at a floating rate of 2.46% over SOFR. The remaining unamortized principal balance will be due at maturity. The Company is named as a guarantor in this loan agreement and is required to meet certain financial covenants.

F-21

Debt issuance costs are being amortized over the loan term on the straight-line method, which approximates the effective interest method. As of June 30, 2022 and December 31, 2021, total debt issuance costs incurred were approximately \$690,000 and \$248,000, respectively. Unamortized debt issuance costs are reflected on the consolidated balance sheets as a reduction to the related mortgage notes payable. For the six months ended June 30, 2022 and 2021, amortization of debt issuance costs was approximately \$109,000 and \$20,000, respectively, and is included within interest expense in the consolidated statements of operations.

During the six months ended June 30, 2022 and 2021, we incurred interest expense related to mortgage notes payable of approximately \$607,000 and \$149,000, respectively.

The following table presents the future principal payments due under the Company's mortgage notes as of June 30, 2022 (*amounts in thousands*):

Year	Amount
Remainder of 2022	\$ -
2023	-
2024	-
2025	-
2026	-
Thereafter	55,619
<b>Total</b>	<b>\$ 55,619</b>

## 9. Derivative Financial Instruments

During the six months ended June 30, 2022, we entered into two interest rate cap agreements to manage our exposure to interest rate risk on our variable rate debt (see [Note 8, Mortgages Payable](#)). We paid a premium of approximately \$288,000 for the interest rate cap related to the West Kernan Investment, which has a notional amount of approximately \$40.6 million and a strike rate of 4.19%. Similarly, we paid a premium of approximately \$159,000 for the interest rate cap related to the AP98 Investment, which has a notional amount of approximately \$15.1 million and a strike rate of 3.79%. The interest rate caps are not for trading or other speculative purposes.

Both interest rate cap agreements mature in June 2025. We have not designated the interest rate caps as cash flow hedges; therefore, the derivatives do not qualify for hedge accounting. Accordingly, changes in the fair value of the interest rate caps are recognized immediately through earnings. For the period ended June 30, 2022, we recognized a gain (loss) on the interest rate cap of approximately \$37,000, which is recorded as “Increase in fair value of derivative financial instruments” in our consolidated statements of operations.

We had no derivative financial instruments as of December 31, 2021 or for the six months ended June 30, 2021.

The fair value of our derivatives is estimated based on observable market inputs, such as interest rate, term to maturity and volatility, as well as unobservable inputs, such as estimates of current credit spreads. The fair value of our derivatives as of June 30, 2022 and December 31, 2021 are shown below (*dollar amounts in thousands*):

Derivative Instrument	Notional Amount	Effective Date	Maturity Date	Fair Value as of June 30, 2022	Fair Value as of December 31, 2021
Interest Rate Cap – West Kernan Investment	\$ 40,550	05/24/2022	06/01/2025	\$ 328	\$ -
Interest Rate Cap – AP98 Investment	\$ 15,069	06/01/2022	06/03/2025	\$ 155	\$ -

F-22

## 10. Fair Value of Financial Instruments

We are required to disclose an estimate of fair value of our financial instruments for which it is practicable to estimate the value. U.S. GAAP defines the fair value as the price that the Company would receive to sell an asset or pay to transfer a liability in an orderly transaction between market participants at the measurement date. For certain of our financial instruments, fair values are not readily available since there are no active trading markets as characterized by current exchanges by willing parties.

We determine the fair value of certain investments in accordance with the fair value hierarchy that requires an entity to maximize the use of observable inputs. The fair value hierarchy includes the following three levels based on the objectivity of the inputs, which were used for categorizing the assets or liabilities for which fair value is being measured and reported:

Level 1 – Quoted market prices in active markets for identical assets or liabilities.

Level 2 – Significant other observable inputs (e.g., quoted prices for similar items in active markets, quoted prices for identical or similar items in markets that are not active, inputs other than quoted prices that are observable such as interest rate and yield curves, and market-corroborated inputs).

Level 3 – Valuation generated from model-based techniques that use inputs that are significant and unobservable in the market. These unobservable assumptions reflect estimates of inputs that market participants would use in pricing the asset or liability. Valuation techniques include use of option pricing models, discounted cash flow methodologies or similar techniques, which incorporate management’s own estimates of assumptions that market participants would use in pricing the instrument or valuations that require significant management judgment or estimation.

As of June 30, 2022, the Company’s significant financial instruments consist of cash and cash equivalents, restricted cash, derivative financial instruments, real estate debt investments (inclusive of interest revenue received in kind), and mortgage notes payable. As of December 31, 2021, the Company’s significant financial instruments consist of cash and cash equivalents, restricted

cash, publicly traded REIT securities, real estate debt investments (inclusive of interest revenue received in kind), and mortgage notes payable. The Company's cash and cash equivalents and restricted cash approximate their fair values due to their short-term nature.

As of June 30, 2022 and December 31, 2021, the aggregate cost basis of our publicly traded REIT securities was approximately \$0 and \$4.5 million, respectively, and the aggregate fair value was approximately \$0 and \$4.9 million, respectively. The Company sold all of its publicly traded REIT securities in March 2022, and therefore no publicly traded REIT securities were held as of June 30, 2022. Equity securities are valued as of the close of the regular session of trading on the New York Stock Exchange. Equity securities traded on stock exchanges are valued at the last reported sale price, official close price, or last bid price if no sales are reported. To the extent these securities are actively traded, they are categorized in Level 1 of the fair value hierarchy.

As of June 30, 2022 and December 31, 2021, management estimated the fair value of our derivative financial instruments to be approximately \$483,000 and \$0, respectively. We classify these fair value measurements as Level 2 as we use significant other observable inputs.

As of June 30, 2022 and December 31, 2021, the aggregate carrying values of our mortgage payables was approximately \$55.1 million and \$53.5 million, respectively, and the aggregate fair values approximated their carrying values. The aggregate fair value of our mortgage payable is based on unobservable Level 3 inputs which management has determined to be its best estimate of current market values. The methods utilized generally include a discounted cash flow method (an income approach) and recent investment method (a market approach). Significant inputs and assumptions include the market-based interest or preferred return rate (discount rates), loan to value ratios, and expected repayment and prepayment dates. The range of discount rates utilized was approximately 8-9%.

As of June 30, 2022 and December 31, 2021, the aggregate carrying value of our real estate debt investments, inclusive of interest revenue received in kind, was approximately \$8.3 million and \$8.1 million, respectively, and the aggregate fair values approximated their carrying values. The aggregate fair value of our real estate debt investments including interest revenue received in kind is based on unobservable Level 3 inputs which management has determined to be its best estimate of current market values. The methods utilized generally include a discounted cash flow method (an income approach) and recent investment method (a market approach). Significant inputs and assumptions include the market-based interest or preferred return rate (discount rates), loan to value ratios, and expected repayment and prepayment dates. Where inputs are not observable, we review the appropriateness of the proposed valuation methodology to ensure it is consistent with how a market participant would arrive at the unobservable input. The valuation methodologies utilized in the absence of observable inputs may include extrapolation techniques and the use of comparable observable inputs. The discount rate utilized was approximately 12%.

Any changes to the valuation methodology will be reviewed by management to ensure the changes are appropriate. The methods used may produce a fair value calculation that is not indicative of net realizable value or reflective of future fair values. Furthermore, while we anticipate that our valuation methods are appropriate and consistent with other market participants, the use of different methodologies, or assumptions, to determine the fair value could result in a different estimate of fair value at the reporting date.

## **11. Related Party Arrangements**

### ***Fundrise Advisors, LLC, Manager***

The Manager and certain affiliates of the Manager will receive fees and compensation in connection with the Company's Offering, and the acquisition, management and sale of the Company's real estate investments.

The Manager was reimbursed for organizational and offering expenses incurred in conjunction with the Offering upon meeting the Hurdle Rate. See [Note 2, Summary of Significant Accounting Policies – Organizational and Offering Costs](#) for the amount of organizational and offering costs incurred and payable for the six months ended June 30, 2022 and 2021.

The Company will reimburse the Manager for actual expenses incurred on behalf of the Company in connection with the selection, acquisition or origination of an investment, to the extent not reimbursed by the borrower, whether or not the Company ultimately acquires or originates the investment. The Company will reimburse the Manager for out-of-pocket expenses paid to third parties in connection with providing services to the Company. This does not include the Manager's overhead, employee costs borne by

the Manager, utilities or technology costs. Expense reimbursements payable to the Manager also may include expenses incurred by the Sponsor in the performance of services pursuant to a shared services agreement between the Manager and the Sponsor (the “Shared Services Agreement”), including any increases in insurance attributable to the management or operation of the Company. For the six months ended June 30, 2022 and 2021, the Manager incurred approximately \$58,000 and \$18,000 of costs on our behalf, respectively. Approximately \$1,000 and \$2,000 were due and payable as of June 30, 2022 and December 31, 2021, respectively.

The Company will pay the Manager a quarterly asset management fee of one-fourth of 0.85% of our NAV at the end of each prior quarter. This rate is determined by our Manager in its sole discretion, but cannot exceed an annualized rate of 1.00%. In addition, the Manager may in its sole discretion waive its asset management fee, in whole or in part. The Manager will forfeit any portion of the asset management fee that is waived.

During the six months ended June 30, 2022 and 2021, we have incurred asset management fees of approximately \$1.1 million and \$801,000, respectively. As of June 30, 2022 and December 31, 2021, approximately \$578,000 and \$506,000, respectively, of asset management fees remain payable to the Manager.

Additionally, the Company is required to pay the Manager for servicing any non-performing asset. The Company is required to reimburse the Manager for actual expenses incurred on our behalf in connection with the special servicing of non-performing assets. The Manager will determine, in its sole discretion, whether an asset is non-performing. As of June 30, 2022 and December 31, 2021, the Manager has not designated any asset as non-performing and no special servicing fees are payable to the Manager. For the six months ended June 30, 2022 and 2021, no special servicing fees have been incurred or paid to the Manager.

The Company will also reimburse the Manager for actual expenses incurred on our behalf in connection with the liquidation of any of our equity investments in real estate. As of June 30, 2022 and December 31, 2021, no disposition expenses are payable to the Manager. For the six months ended June 30, 2022 and 2021, no disposition expenses have been incurred.

#### ***Fundrise Lending, LLC***

As an alternative means of acquiring loans or other investments for which we do not yet have sufficient funds, and in order to comply with certain state lending requirements, Fundrise Lending, LLC, a wholly-owned subsidiary of our Sponsor or its affiliates may close and fund a loan or other investment prior to it being acquired by us. This allows us the flexibility to deploy our offering proceeds as funds are raised. We then will acquire such investment at a price equal to the fair market value of the loan or other investment (including reimbursements for servicing fees and accrued interest, if any), so there is no mark-up (or mark-down) at the time of our acquisition. During the six months ended June 30, 2022 and 2021, the Company did not purchase any investments that were owned by Fundrise Lending, LLC.

For situations where our Sponsor, Manager or their affiliates have a conflict of interest with us that is not otherwise covered by an existing policy we have adopted or a transaction is deemed to be a “principal transaction”, the Manager has appointed an independent representative (the “Independent Representative”) to protect the interests of the members and review and approve such transactions. Any compensation payable to the Independent Representative for serving in such capacity on our behalf will be payable by us. Principal transactions are defined as transactions between our Sponsor, Manager or their affiliates, on the one hand, and us or one of our subsidiaries, on the other hand. Our Manager is only authorized to execute principal transactions with the prior approval of the Independent Representative and in accordance with applicable law. Such prior approval may include but not be limited to pricing methodology for the acquisition of assets and/or liabilities for which there are no readily observable market prices. During the six months ended June 30, 2022 and 2021, fees of approximately \$5,000 and \$3,000, respectively, were paid to the Independent Representative as compensation for those services and included within general and administrative expense in the consolidated statements of operations.

#### ***Fundrise, L.P., Member***

Fundrise, L.P. is a member of the Company and held 19,900 shares as of June 30, 2022 and December 31, 2021. One of our Sponsor’s wholly-owned subsidiaries is the general partner of Fundrise, L.P.

## ***Rise Companies Corp., Member and Sponsor***

Rise Companies Corp. is a member of the Company and held 350 shares as of June 30, 2022 and December 31, 2021.

During the six months ended June 30, 2022 and 2021, the Sponsor incurred approximately \$44,000 and \$21,000 of operating costs on our behalf, respectively. Approximately \$5,000 and \$25,000 were due and payable as of June 30, 2022 and December 31, 2021, respectively.

The following table presents the Company's acquisition fees related to investments in real estate properties paid to the Sponsor (*amounts in thousands*):

	<b>For the Six Months Ended June 30, 2022</b>	<b>For the Six Months Ended June 30, 2021</b>
Acquisition fees incurred and paid to the Sponsor	\$ -	\$ 655
<b>Total</b>	<b>\$ -</b>	<b>\$ 655</b>

## ***Investment in National Lending, LLC***

In July 2019, our Manager formed a self-sustaining lending entity, National Lending, which is financed by each of the real estate investment trusts managed by our Manager and affiliated with our Sponsor ("eREITs"). National Lending is managed by an independent manager (the "Independent Manager") through a management agreement at a market rate. Each eREIT contributes an amount to National Lending in exchange for ownership interests, originally not to exceed 3% of its assets under management to National Lending. On March 23, 2020, the Company entered into an Amended and Restated Operating Agreement with National Lending, which increased the maximum contribution for partnership interest from 3.00% to approximately 5.00% of a partner's assets under management. Accordingly, the Company has a continuous funding commitment to maintain a total contribution amount of up to 5% of its assets under management to National Lending. As of June 30, 2022 and December 31, 2021, we have contributed approximately \$13.0 million and \$9.9 million for a 22.9% and 14.7% ownership in National Lending, respectively.

National Lending may provide short-term bridge financing through promissory notes to any of the eREITs, including us, who have contributed in order to maintain greater liquidity and better finance such eREIT's individual real estate investment strategies. The promissory notes bear a market rate of interest and are generally repaid via the capital raised by each of the borrowing eREITs' Offerings. All transactions between National Lending and the borrowing eREITs are reviewed by the Independent Manager.

During the year ended December 31, 2021, the Company entered into one promissory note with National Lending. The note was issued on March 30, 2021 in the principal amount of \$15.0 million. The promissory note bore a 3.5% interest rate and was to mature one year from the date of issuance. The Company repaid the promissory note in full plus accrued interest on June 25, 2021. The Company incurred approximately \$125,000 in interest expense during the six months ended June 30, 2021. As of December 31, 2021, no principal or interest was payable to National Lending.

During the six months ended June 30, 2022, the Company did not enter into any promissory notes with National Lending. Therefore, there was no interest expense during the six months ended June 30, 2022 and no principal or interest was payable to National Lending as of June 30, 2022.

## ***National Commercial Real Estate Trust Promissory Note***

On November 23, 2020, the Company entered into a \$210,000 promissory note with National Commercial Real Estate Trust ("NCRET"), a wholly-owned statutory trust of Rise Companies Corp. The duration of the note was three months and the interest rate was 3%. The transaction between NCRET and the Company was reviewed by the Independent Representative. On February 23, 2021, the Company fully repaid the promissory note with NCRET in the amount of approximately \$212,000, including approximately \$2,000 of accrued interest.

## 12. Economic Dependency

Under various agreements, the Company has engaged or will engage our Manager and its affiliates to provide certain services that are essential to the Company, including asset management services, asset acquisition and disposition decisions, the sale of the Company's common shares available for issue, as well as other administrative responsibilities for the Company including accounting services and investor relations. The Manager in turn has entered into the Shared Services Agreement to assist the Manager in providing such services. As a result of these relationships, the Company is dependent upon our Manager and its affiliates. In the event that these companies were unable to provide the Company with the respective services, the Company would be required to find alternative providers of these services.

## 13. Commitments and Contingencies

### *Legal Proceedings*

As of the date of the consolidated financial statements we are not currently named as a defendant in any active or pending litigation. However, it is possible that the company could become involved in various litigation matters arising in the ordinary course of our business. Although we are unable to predict with certainty the eventual outcome of any litigation, management is not aware of any material litigation likely to occur that we currently assess as being significant to us.

### *Liquidation Support*

Our target liquidating distribution is equal to a 20.00% average, annual non-compounded return as calculated and described below. Our Manager has entered into an agreement to make a payment to us of up to \$500,000 if the distributions we pay upon liquidation (together with any distributions made prior to liquidation) are less than a 20.00% average annual non-compounded return. More specifically, our Manager will make the following payments to us upon liquidation if we are unable to achieve an average annual non-compounded return of at least 20.00%:

<b>Average Annual Non-Compounded Return</b>	<b>Liquidation Support Payment</b>	
17.00% or less	\$	500,000
17.10% to 18.00%	\$	400,000
18.10% to 19.00%	\$	300,000
19.10% to 19.90%	\$	200,000
20.00% or greater	\$	-

## 14. Subsequent Events

In connection with the preparation of the accompanying consolidated financial statements, we have evaluated events and transactions occurring through September 26, 2022 for potential recognition or disclosure.

### *Additional Contributions to National Lending, LLC*

On July 15, 2022, the Company contributed an additional approximately \$1.1 million to National Lending in accordance with the subscription agreement, for a total cumulative contribution of approximately \$14.2 million, which is equivalent to approximately 22.1% ownership as of July 15, 2022.

### *Investments - Update*

On August 12, 2022, the Aspect Promenade Controlled Subsidiary sold the EnV Property, located in Hollywood, FL, for a sales price of approximately \$110.0 million. The Company received a distribution of approximately \$31.1 million from the net sales proceeds.

On September 14, 2022, the Aspect Promenade Controlled Subsidiary sold the Aspect Property, located in Kissimmee, FL, for a sales price of approximately \$127.5 million. The Company received a distribution of approximately \$22.8 million from the net sales proceeds. The Aspect Promenade Controlled Subsidiary continues to own and operate the Sterling Town Center.

As of September 26, 2022, the Company has contributed approximately \$217,000 in additional capital to existing investments subsequent to June 30, 2022.

#### Offering

On August 30, 2022, the Company qualified approximately \$62.8 million of additional common shares for sale pursuant to Regulation A, which were issued in exchange for common Shares of Fundrise Balanced eREIT, LLC. See below for further details.

#### Merger

Effective September 1, 2022, Fundrise Balanced eREIT, LLC (the “Target eREIT”), merged with and into the Company, with the Company as the surviving entity (the “Merger”). In connection with the Merger, we issued to the shareholders of the Target eREIT common shares based on an agreed upon exchange ratio (“Exchange Ratio”). The Exchange Ratio was based on the Target eREIT’s NAV per share that was effective as of the date of the Merger, September 1, 2022. For more information about the Merger, please see the Offering Circular filed on September 1, 2022 [here](#).

#### National Lending – Promissory Note Payoff

In connection with the Merger on September 1, 2022, the Company assumed the following promissory notes that were previously issued to the Target eREIT from National Lending (*dollar amounts in thousands*):

Note	Principal Balance	Interest Rate	Issuance Date	Maturity Date
2021 - A	\$ 3,000	3.5%	09/24/2021	09/24/2022
2021 - B	\$ 2,000	3.5%	11/24/2021	11/24/2022
2021 - C	\$ 4,500	3.5%	12/28/2021	12/28/2022
2022 - A	\$ 1,500	3.5%	01/27/2022	01/27/2023
2022 - B	\$ 1,000	3.75%	05/31/2022	05/31/2023
2022 - C	\$ 1,000	3.75%	06/29/2022	06/29/2023
2022 - D	\$ 2,000	4.50%	08/23/2022	08/23/2023

On September 2, 2022, the Company repaid each of these promissory notes, which included approximately \$15.0 million of outstanding principal, and approximately \$309,000 of accrued interest.

#### Item 4. Exhibits

##### INDEX OF EXHIBITS

Exhibit No.	Description
<a href="#">2.1*</a>	<a href="#">Certificate of Formation (incorporated by reference to the copy thereof filed as Exhibit 2.1 to the Company’s Offering Circular on Form 1-A on December 15, 2015)</a>
<a href="#">2.2**</a>	<a href="#">Form of Second Amended and Restated Operating Agreement</a>
<a href="#">4.1*</a>	<a href="#">Form of Subscription Agreement (incorporated by reference to the copy thereof filed as Appendix A to the Company’s Offering Circular on Form 1-A filed with the SEC on July 28, 2021)</a>
<a href="#">6.1*</a>	<a href="#">Form of License Agreement between Fundrise Equity REIT, LLC and Fundrise, LLC (incorporated by reference to the copy thereof filed as Exhibit 6.1 to the Company’s Offering Circular on Form 1-A on December 15, 2015)</a>
<a href="#">6.2*</a>	<a href="#">Form of Liquidation Support Agreement between Fundrise Equity REIT, LLC and Fundrise Advisors, LLC (incorporated by reference to the copy thereof filed as Exhibit 6.2 to the Company’s Offering Circular on Form 1-A on December 15, 2015)</a>

- 6.3\* [Form of Shared Services Agreement between Rise Companies Corp. and Fundrise Advisors, LLC \(incorporated by reference to the copy thereof filed as Exhibit 6.3 to the Company's Offering Circular on Form 1-A on December 15, 2015\)](#)
- 6.4\* [Form of Servicing Agreement between Fundrise Equity REIT, LLC and Fundrise Servicing, LLC \(incorporated by reference to the copy thereof filed as Exhibit 6.4 to the Company's Offering Circular on Form 1-A/A on December 30, 2015\)](#)
- 6.5\* [Form of Agreement of Merger and Plan of Reorganization between Fundrise Equity REIT, LLC and Fundrise Balanced eREIT, LLC](#)

\* Filed previously

\*\* Filed herewith

### SIGNATURES

Pursuant to the requirements of Regulation A, the issuer has duly caused this Semiannual Report to be signed on its behalf by the undersigned, thereunto duly authorized, in Washington, DC on September 26, 2022.

#### Fundrise Equity REIT, LLC

By: Fundrise Advisors, LLC, a Delaware limited liability company,  
its Manager

By: /s/ Benjamin S. Miller

Name: Benjamin S. Miller

Title: Chief Executive Officer

Pursuant to the requirements of Regulation A, this Semiannual Report has been signed below by the following persons on behalf of the issuer in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Benjamin S. Miller</u> Benjamin S. Miller	Chief Executive Officer of Fundrise Advisors, LLC (Principal Executive Officer)	September 26, 2022
<u>/s/ Alison A. Staloch</u> Alison A. Staloch	Chief Financial Officer of Fundrise Advisors, LLC (Principal Financial Officer and Principal Accounting Officer)	September 26, 2022

## SECOND AMENDED AND RESTATED

## OPERATING AGREEMENT

OF

## FUNDRISE EQUITY REIT, LLC

Dated as of

TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE I DEFINITIONS</b>	<b>1</b>
Section 1.1.    Definitions	1
Section 1.2.    Construction	6
<b>ARTICLE II ORGANIZATION</b>	<b>6</b>
Section 2.1.    Formation	6
Section 2.2.    Name	6
Section 2.3.    Registered Office; Registered Agent; Principal Office; Other Offices	6
Section 2.4.    Purposes	7
Section 2.5.    Qualification in Other Jurisdictions	7
Section 2.6.    Powers	7
Section 2.7.    Power of Attorney	7
Section 2.8.    Term	8
Section 2.9.    Certificate of Formation	9
<b>ARTICLE III MEMBERS AND SHARES</b>	<b>9</b>
Section 3.1.    Members	9
Section 3.2.    Authorization to Issue Shares	10
Section 3.3.    Certificates	11
Section 3.4.    Record Holders	12
Section 3.5.    Registration and Transfer of Shares	12
Section 3.6.    Splits and Combinations	13
Section 3.7.    ERISA	14
Section 3.8.    Agreements	14
<b>ARTICLE IV DISTRIBUTIONS AND REDEMPTIONS</b>	<b>14</b>
Section 4.1.    Distributions to Record Holders	14
Section 4.2.    Distributions in Kind	14
Section 4.3.    Valuations of In-Kind Distributions	15
Section 4.4.    Redemption in Connection with ERISA	15
Section 4.5.    Personal Conduct Repurchase Right	15

Section 4.6.	Redemption Plan	16
Section 4.7.	Payment of Taxes	16
Section 4.8.	Absence of Certain Other Rights	16
<b>ARTICLE V MANAGEMENT AND OPERATION OF BUSINESS</b>		<b>16</b>
Section 5.1.	Power and Authority of the Manager	16
Section 5.2.	Term and Removal of the Manager	20
Section 5.3.	Determinations by the Manager	21
Section 5.4.	Exculpation, Indemnification, Advances and Insurance	22
Section 5.5.	Duties of the Manager and its Officers and Directors	25
Section 5.6.	Standards of Conduct and Modification of Duties of the Manager	25
Section 5.7.	Outside Activities	25
i		
Section 5.8.	Reliance by Third Parties	26
Section 5.9.	Certain Conflicts of Interest	26
Section 5.10.	Fees Payable to the Manager or its Affiliates	26
Section 5.11.	Reimbursement of Expenses	27
Section 5.12.	Quarterly Determination of Net Asset Value	28
<b>ARTICLE VI BOOKS, RECORDS, ACCOUNTING AND REPORTS</b>		<b>29</b>
Section 6.1.	Records and Accounting	29
Section 6.2.	Fiscal Year	29
Section 6.3.	Reports	29
<b>ARTICLE VII TAX MATTERS</b>		<b>29</b>
Section 7.1.	Qualifying and Maintaining Qualification as a REIT	29
<b>ARTICLE VIII DISSOLUTION, TERMINATION AND LIQUIDATION</b>		<b>30</b>
Section 8.1.	Dissolution and Termination	30
Section 8.2.	Liquidator	30
Section 8.3.	Liquidation of the Company	31
Section 8.4.	Cancellation of Certificate of Formation	31
Section 8.5.	Return of Contributions	32
Section 8.6.	Waiver of Partition	32
Section 8.7.	Liquidation Support Agreement	32
<b>ARTICLE IX AMENDMENT OF AGREEMENT</b>		<b>32</b>
Section 9.1.	General	32
Section 9.2.	Super-Majority Amendments	32
Section 9.3.	Amendments to be Adopted Solely by the Manager	33
Section 9.4.	Certain Amendment Requirements	34
<b>ARTICLE X MERGER, CONSOLIDATION OR CONVERSION</b>		<b>34</b>
Section 10.1.	Authority	34
Section 10.2.	Procedure for Merger, Consolidation or Conversion	35
Section 10.3.	No Dissenters' Rights of Appraisal	36
Section 10.4.	Certificate of Merger or Conversion	36

Section 10.5.	Effect of Merger	36
Section 10.6.	Roll-Up Transaction or Public Listing	36
<b>ARTICLE XI MEMBERS' VOTING POWERS AND MEETING</b>		<b>37</b>
Section 11.1.	Voting	37
Section 11.2.	Voting Powers	37
Section 11.3.	Meetings	37
Section 11.4.	Record Dates	37
Section 11.5.	Quorum and Required Vote	38
Section 11.6.	Action by Written Consent	38
Section 11.7.	Classes and Series	38
ii		
<hr/>		
<b>ARTICLE XII GENERAL PROVISIONS</b>		<b>38</b>
Section 12.1.	Addresses and Notices	38
Section 12.2.	Further Action	39
Section 12.3.	Binding Effect	39
Section 12.4.	Integration	39
Section 12.5.	Creditors	39
Section 12.6.	Waiver	39
Section 12.7.	Counterparts	39
Section 12.8.	Applicable Law	39
Section 12.9.	Invalidity of Provisions	39
Section 12.10.	Consent of Members	39
Section 12.11.	Facsimile and Electronic Signatures	40
Section 12.12.	Assignment	40
<b>ARTICLE XIII RESTRICTIONS ON TRANSFER AND OWNERSHIP OF SHARES</b>		<b>40</b>
Section 13.1.	Definitions	40
Section 13.2.	Ownership Limitations	42
Section 13.3.	Remedies for Breach	43
Section 13.4.	Notice of Restricted Transfer	44
Section 13.5.	Owners Required To Provide Information	44
Section 13.6.	Remedies Not Limited	44
Section 13.7.	Ambiguity	44
Section 13.8.	Exceptions	45
Section 13.9.	Increase or Decrease in Aggregate Ownership and Common Share Ownership Limits	46
Section 13.10.	Legend	46
Section 13.11.	Transfer of Shares in Trust	47
Section 13.12.	Enforcement	49
Section 13.13.	Non-Waiver	49
Section 13.14.	Severability	49

This **SECOND AMENDED AND RESTATED OPERATING AGREEMENT** OF FUNDRISE EQUITY REIT, LLC, is dated as of [\_\_\_\_]. Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in Section 1.1 or Section 13.1.

**WHEREAS**, the Company was formed under the Delaware Act pursuant to a certificate of formation filed with the Secretary of State of the State of Delaware on June 30, 2015, and a Limited Liability Company Agreement of Fundrise Equity REIT, LLC, dated as of June 30, 2015;

**WHEREAS**, the Manager entered into an Amended and Restated Operating Agreement of Fundrise Equity REIT, LLC, dated as of January 6, 2016 (the “**Amended Operating Agreement**”); and

**WHEREAS**, the Manager has authorized and approved an amendment and restatement of the Amended Operating Agreement on the terms set forth herein.

**NOW THEREFORE**, the Amended Operating Agreement of the Company is hereby amended and restated to read in its entirety as follows:

## **ARTICLE I**

### **DEFINITIONS**

Section 1.1. Definitions. Certain terms used in Article XIII of this Agreement are defined in that Article. In addition, the following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

“**Additional Member**” means a Person admitted as a Member of the Company as a result of an issuance of Shares to such Person by the Company.

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with the Person in question. As used herein, the term “**Control**” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“**Agreement**” means this Second Amended and Restated Operating Agreement of Fundrise Equity REIT, LLC, as it may be amended, modified, supplemented or restated from time to time.

“**Amended Operating Agreement**” has the meaning set forth in the recitals to this Agreement.

“**Business Day**” means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the District of Columbia shall not be regarded as a Business Day.

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“**Capital Contribution**” means with respect to any Member, the amount of cash and the initial gross fair market value (as determined by the Manager in its good faith discretion) of any other property contributed or deemed contributed to the capital of the Company by or on behalf of such Member, reduced by the amount of any liability assumed by the Company relating to such property and any liability to which such property is subject.

“**Certificate**” means a certificate in such form as may be adopted by the Manager and issued by the Company, evidencing ownership of one or more Shares.

“**Certificate of Formation**” means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware as referenced in Section 2.9, as such Certificate of Formation may be amended, supplemented or restated from time to time.

“**Code**” means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

“**Commission**” means the United States Securities and Exchange Commission.

“**Common Shares**” means any Shares of the Company that are not Preferred Shares.

“**Company**” means Fundrise Equity REIT, LLC, a Delaware limited liability company, and any successors thereto.

“**Conflict of Interest**” means (i) any matter that the Manager believes may involve a conflict of interest that is not otherwise addressed by the Company’s conflicts of interest policy, or (ii) any transaction that is deemed to be a Principal Transaction.

“**Delaware Act**” means the Delaware Limited Liability Company Act, 6 Del. C. Section 18-101, *et seq.*, as amended, supplemented or restated from time to time, and any successor to such statute.

“**DGCL**” means the Delaware General Corporation Law, 8 Del. C. Section 101, *et seq.*, as amended, supplemented or restated from time to time, and any successor to such statute.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor thereto.

“**ERISA Member**” means each Member any of the assets of which are subject to Title I of ERISA and/or Code Section 4975 or any regulations promulgated thereunder.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

“**Expenses and Liabilities**” has the meaning assigned to such term in Section 5.4(a).

“**Fundrise Platform**” means the online investment platform located at [www.fundrise.com](http://www.fundrise.com), which is owned and operated by Fundrise, LLC, an affiliate of the Sponsor.

“**Governmental Entity**” means any court, administrative agency, regulatory body, commission or other governmental authority, board, bureau or instrumentality, domestic or foreign and any subdivision thereof.

“**Indemnified Person**” means (a) any Person who is or was an officer of the Company, if any, (b) the Manager, together with its officers, directors, members and managers, (c) the Sponsor, together with its officers, directors, shareholders and Affiliates, (d) any Person who is or was serving at the request of the Company as an officer, director, member, manager, partner, tax matters partner, fiduciary or trustee of another Person (including any Subsidiary); *provided*, that a Person shall not be an Indemnified Person by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services, and (e) any Person the Manager designates as an “Indemnified Person” for purposes of this Agreement.

“**Independent Representative**” means an independent representative appointed by the Manager to review and approve certain transactions involving a Conflict of Interest in order to protect the interests of the Company and the Members.

“**Initial Member**” means Rise Companies Corp., a Delaware corporation.

“**Investment Company Act**” means the Investment Company Act of 1940, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

“**Liquidator**” means one or more Persons selected by the Manager to perform the functions described in Section 8.2 as liquidating trustee of the Company, as applicable, within the meaning of the Delaware Act.

“**Manager**” means Fundrise Advisors, LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Sponsor.

“**Market Price**” means, with respect to the Common Shares on a particular date, (i) \$10.00 per Common Share until September 30, 2016 and, thereafter, the NAV per Share in effect for the particular date as determined in accordance with [Section 5.12](#) and disclosed by the Company in either a pricing supplement filed by the Company with the Commission or on the Company’s website.

“**Member**” means each member of the Company, including, unless the context otherwise requires, the Initial Member, each Substitute Member and each Additional Member.

“**Merger Agreement**” has the meaning assigned to such term in [Section 10.1](#).

“**NAV**” has the meaning assigned to such term in [Section 5.12](#).

“**Offering**” has the meaning assigned to such term in [Section 5.1\(b\)](#).

“**Offering Document**” means, with respect to any class or series of Shares, the prospectus, offering circular, offering memorandum, private placement memorandum or other offering document related to the initial offering of such Shares, approved by the Manager, including any Offering Statement.

“**Offering Statement**” means the offering statement on Form 1-A (File No. 024-10504) filed by the Company with the Commission on January 5, 2015, and the offering circular filed pursuant to Rule 253(g)(2) of the Securities Act on January 6, 2016, pursuant to which the Company has qualified for sale a maximum of \$50,000,000 of its Common Shares under Regulation A of the Securities Act, as such offering statement may be amended or supplemented from time to time, or such other offering statements that the Company may qualify or register under the Securities Act from time to time.

“**Opinion of Counsel**” means a written opinion of counsel (who may be regular counsel to the Company or any of its Affiliates) acceptable to the Manager.

“**Outstanding**” means, with respect to Shares, all Shares that are issued by the Company and reflected as Outstanding on the Company’s books and records as of the date of determination and, for purposes of [Article XIII](#), that are treated as outstanding for U.S. federal income tax purposes.

“**Person**” means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, Governmental Entity or other entity; *provided, however*, that, solely for purposes of Article XIII, the term “**Person**” shall have the meaning specified in [Section 13.1](#).

“**Plan of Conversion**” has the meaning assigned to such term in [Section 10.1](#).

“**Plan Member**” means each Member any of the assets of which are subject to any Plan Governing Law.

“**Plan Governing Law**” means any of (a) Title I of ERISA, (b) Code Section 4975 or (c) the provisions of any state, local, non-U.S. or other federal law or regulations applicable to an “employee benefit plan,” as defined in Section 3(3) of ERISA, that is not subject to Title I of ERISA (including non-U.S. employee benefit plans and government plans) that are similar to the provisions contained in Title I of ERISA and/or Code Section 4975, but only if the provisions of any such other law or regulation could reasonably be construed to provide that all or a portion of the assets of the Company could be deemed to constitute the assets of such employee benefit plan under such law or regulation by reason of the (direct or indirect) investment by such employee benefit plan in the Company.

“**Preferred Shares**” means a class of Shares of the Company that entitles the Record Holders thereof to a preference or priority over the Record Holders of any other class of Shares of the Company in (i) the right to share profits or losses or items thereof, (ii) the right to share in distributions, or (iii) rights upon termination or liquidation of the Company (including in connection with the dissolution or liquidation of the Company). “**Preferred Shares**” shall not include Common Shares.

“**Principal Transaction**” means any transaction between the Sponsor, the Manager or any of their respective Affiliates, on the one hand, and the Company or one of its Subsidiaries, on the other hand.

“**Record Date**” means the date established by the Manager, in its discretion, for determining (a) the identity of the Record Holders entitled to notice of, or to vote at, any meeting of Members or entitled to exercise rights in respect of any lawful action of Members or (b) the identity of Record Holders entitled to receive any report or distribution or to participate in any offer.

“**Record Holder**” or “**holder**” means with respect to any Shares, the Person in whose name such Shares are registered on the books of the Company (or on the books of any Transfer Agent, if applicable) as of the opening of business on a particular Business Day.

“**Redemption Plan**” has the meaning assigned to such term in [Section 4.6](#).

“**REIT**” means a real estate investment trust within the meaning of Sections 856 through 860 of the Code.

“**Roll-Up Transaction**” has the meaning assigned to such term in [Section 10.6\(a\)](#).

“**Securities Act**” means the Securities Act of 1933, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

“**Share**” means a share of the Company issued by the Company that evidences a Member’s rights, powers and duties with respect to the Company pursuant to this Agreement and the Delaware Act. Shares may be Common Shares or Preferred Shares, and may be issued in different classes or series.

“**Share Designation**” has the meaning assigned to such term in [Section 3.2\(b\)](#).

“**Sponsor**” means Rise Companies Corp., a Delaware corporation.

“**Subsidiary**” means, with respect to any Person or the Company, as of any date of determination, any other Person as to which such Person or the Company owns or otherwise controls, directly or indirectly, more than 50% of the voting shares or other similar interests or a sole general partner interest or managing member or similar interest of such Person.

“**Substitute Member**” means a Person who is admitted as a Member of the Company as a result of a transfer of Shares to such Person.

“**Surviving Business Entity**” has the meaning assigned to such term in [Section 10.2\(a\)\(ii\)](#).

“**transfer**” means, with respect to a Share, a transaction by which the Record Holder of a Share assigns such Share to another Person who is or becomes a Member, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise, including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage; *provided, however*, that, solely for purposes of [Article XIII](#), the term “**Transfer**” shall have the meaning specified in [Section 13.1](#).

“**Transfer Agent**” means, with respect to any class of Shares, such bank, trust company or other Person (including the Company or one of its Affiliates) as shall be appointed from time to time by the Company to act as registrar and transfer agent for such class of Shares; *provided* that if no Transfer Agent is specifically designated for such class of Shares, the Company shall act in such capacity.

“**U.S. GAAP**” means United States generally accepted accounting principles consistently applied.

Section 1.2. Construction. Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; and (c) the term “**include**” or “**includes**” means includes, without limitation, and “**including**” means including, without limitation.

## ARTICLE II

### ORGANIZATION

Section 2.1. Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Delaware Act.

Except as expressly provided to the contrary in this Agreement, the rights, duties, liabilities and obligations of the Members and the administration, dissolution and termination of the Company shall be governed by the Delaware Act. All Shares shall constitute personal property of the owner thereof for all purposes and a Member has no interest in specific Company property.

Section 2.2. Name. The name of the Company shall be “Fundrise Equity REIT, LLC”. The words “Limited Liability Company”, “LLC”, or similar words or letters shall be included in the Company’s name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The business of the Company may be conducted under any other name or names, as determined by the Manager. The Manager may change the name of the Company at any time and from time to time and shall notify the Members of such change in the next regular communication to the Members.

Section 2.3. Registered Office; Registered Agent; Principal Office; Other Offices. Unless and until changed by the Manager, the address of the registered office of the Company in the State of Delaware is 1521 Concord Pike #301, City of Wilmington, County of Newcastle, 19803, and the name of its registered agent at such address is United States Corporation Agents, Inc. The principal office of the Company shall be located at 1519 Connecticut Avenue, NW, Suite 200, Washington, D.C. 20036 or such other place as the Manager may from time to time designate by notice to the Members. The Company may maintain offices at such other place or places within or outside the State of Delaware as the Manager determines to be necessary or appropriate.

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6

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Section 2.4. Purposes. The purposes of the Company shall be to (a) promote, conduct or engage in, directly or indirectly, any business, purpose or activity that lawfully may be conducted by a limited liability company organized pursuant to the Delaware Act, (b) acquire, hold and dispose of interests in any corporation, partnership, joint venture, limited liability company, trust or other entity and, in connection therewith, to exercise all of the rights and powers conferred upon the Company with respect to its interests therein, and (c) conduct any and all activities related or incidental to the foregoing purposes.

Section 2.5. Qualification in Other Jurisdictions. The Manager may cause the Company to be qualified or registered in any jurisdiction in which the Company transacts business and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration.

Section 2.6. Powers. The Company shall be empowered to do any and all acts and things necessary and appropriate for the furtherance and accomplishment of the purposes described in Section 2.4.

Section 2.7. Power of Attorney. Each Member hereby constitutes and appoints the Manager and, if a Liquidator shall have been selected pursuant to Section 8.2, the Liquidator (and any successor to the Liquidator by merger, transfer, assignment, election or otherwise) and each of their authorized officers and attorneys-in-fact, as the case may be, with full power of substitution, as his true and lawful agent and attorney-in-fact, with full power and authority in his name, place and stead, to:

- (a) execute, swear to, acknowledge, deliver, file and record in the appropriate

public offices:

- (i) all certificates, documents and other instruments (including this Agreement and the Certificate of Formation and all amendments or restatements hereof or thereof) that the Manager (or the Liquidator) determines to be necessary or appropriate to form, qualify or continue the existence or qualification of the Company as a limited liability company in the State of Delaware and in all other jurisdictions in which the Company may conduct business or own property;

(ii) all certificates, documents and other instruments that the Manager or the Liquidator determines to be necessary or appropriate to reflect, in accordance with its terms, any amendment, change, modification or restatement of this Agreement;

(iii) all certificates, documents and other instruments (including conveyances and a certificate of cancellation) that the Manager (or the Liquidator) determines to be necessary or appropriate to reflect the dissolution, liquidation and/or termination of the Company pursuant to the terms of this Agreement;

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7

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(iv) all certificates, documents and other instruments relating to the admission, withdrawal, removal or substitution of any Member pursuant to, or in connection with other events described in, Section 10.6 or Article III, Article IV or Article VIII;

(v) all certificates, documents and other instruments relating to the determination of the rights, preferences and privileges of any class of Shares issued pursuant to Section 3.2; and

(vi) all certificates, documents and other instruments (including agreements and a certificate of merger) relating to a merger, consolidation or conversion of the Company pursuant to Article X.

(b) execute, swear to, acknowledge, deliver, file and record all ballots, consents, approvals, waivers, certificates, documents and other instruments that the Manager (or the Liquidator) determines to be necessary or appropriate to (i) make, evidence, give, confirm or ratify any vote, consent, approval, agreement or other action that is made or given by the Members hereunder or is consistent with the terms of this Agreement or (ii) effectuate the terms or intent of this Agreement; *provided*, that when required by Section 9.2 or any other provision of this Agreement that establishes a percentage of the Members or of the Members of any class or series, if any, required to take any action, the Manager (or the Liquidator) may exercise the power of attorney made in this Section 2.7(b) only after the necessary vote, consent, approval, agreement or other action of the Members or of the Members of such class or series, as applicable.

Nothing contained in this Section 2.7 shall be construed as authorizing the Manager (or the Liquidator) to amend, change or modify this Agreement except in accordance with Article IX or as may be otherwise expressly provided for in this Agreement.

(c) The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive and, to the maximum extent permitted by law, not be affected by the subsequent death, incompetency, disability, incapacity, dissolution, bankruptcy or termination of any Member and the transfer of all or any portion of such Member's Shares and shall extend to such Member's heirs, successors, assigns and personal representatives. Each such Member hereby agrees to be bound by any representation made by the Manager (or the Liquidator) acting in good faith pursuant to such power of attorney; and each such Member, to the maximum extent permitted by law, hereby waives any and all defenses that may be available to contest, negate or disaffirm the action of the Manager (or the Liquidator) taken in good faith under such power of attorney in accordance with this Section 2.7. Each Member shall execute and deliver to the Manager (or the Liquidator) within 15 days after receipt of the request therefor, such further designation, powers of attorney and other instruments as the Manager (or the Liquidator) determines to be necessary or appropriate to effectuate this Agreement and the purposes of the Company.

Section 2.8. Term. The term of the Company commenced on the day on which the Certificate of Formation was filed with the Secretary of State of the State of Delaware pursuant to the provisions of the Delaware Act. The term of the Company shall be perpetual, unless and until it is dissolved or terminated in accordance with the provisions of Article VIII. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation as provided in the Delaware Act.

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8

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Section 2.9. Certificate of Formation. The Certificate of Formation has been filed with the Secretary of State of the State of Delaware as required by the Delaware Act, such filing being hereby confirmed, ratified and approved in all respects. The Manager

shall use all reasonable efforts to cause to be filed such other certificates or documents that it determines to be necessary or appropriate for the formation, continuation, qualification and operation of a limited liability company in the State of Delaware or any other state in which the Company may elect to do business or own property. To the extent that the Manager determines such action to be necessary or appropriate, the Manager shall direct the appropriate officers to file amendments to and restatements of the Certificate of Formation and do all things to maintain the Company as a limited liability company under the laws of the State of Delaware or of any other state in which the Company may elect to do business or own property, and any such officer so directed shall be an “authorized person” of the Company within the meaning of the Delaware Act for purposes of filing any such certificate with the Secretary of State of the State of Delaware. The Company shall not be required, before or after filing, to deliver or mail a copy of the Certificate of Formation, any qualification document or any amendment thereto to any Member.

### ARTICLE III

#### **MEMBERS AND SHARES**

##### Section 3.1. Members.

(a) A Person shall be admitted as a Member and shall become bound by the terms of this Agreement if such Person purchases or otherwise lawfully acquires any Share and becomes the Record Holder of such Share in accordance with the provisions of Article III, Article IV and Article XIII hereof. A Person may become a Record Holder without the consent or approval of any of the Members. A Person may not become a Member without acquiring a Share.

(b) The name and mailing address of each Member shall be listed on the books and records of the Company maintained for such purpose by the Company (or the Transfer Agent, if any). The Manager shall update the books and records of the Company from time to time as necessary to reflect accurately the information therein (or shall cause the Transfer Agent to do so, as applicable).

(c) Except as otherwise provided in the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

(d) Unless otherwise provided herein (including, without limitation, in connection with any redemption or repurchase pursuant to Article IV or enforcement of the transfer and ownership restrictions contained in Article XIII), Members may not be expelled from or removed as Members of the Company. Except in connection with any Redemption Plan established pursuant to Section 4.6, Members shall not have any right to resign from the Company; *provided*, that when a transferee of a Member’s Shares becomes a Record Holder of such Shares, such transferring Member shall cease to be a Member of the Company with respect to the Shares so transferred.

(e) Except to the extent expressly provided in this Agreement (including any Share Designation): (i) no Member shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon dissolution or termination of the Company may be considered as such by law and then only to the extent provided for in this Agreement; (ii) no Member holding any class or series, if any, of any Shares of the Company shall have priority over any other Member holding the same class or series of Shares either as to the return of Capital Contributions or as to distributions; (iii) no interest shall be paid by the Company on Capital Contributions; and (iv) no Member, in its capacity as such, shall participate in the operation or management of the business of the Company, transact any business in the Company’s name or have the power to sign documents for or otherwise bind the Company by reason of being a Member.

(f) Except as may be otherwise agreed between the Company, on the one hand, and a Member, on the other hand, any Member shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Company, including business interests and activities in direct competition with the Company. Neither the Company nor any of the other Members shall have any rights by virtue of this Agreement in any such business interests or activities of any Member.

(g) For the avoidance of doubt, the Manager is not a Member of the Company by virtue of its position as “Manager” of the Company. The Manager will generally not be entitled to vote on matters submitted to the Members, and will not have any distribution, redemption, conversion or liquidation rights by virtue of its status as Manager.

Section 3.2. Authorization to Issue Shares.

(a) The Company may issue Shares, and options, rights, warrants and appreciation rights relating to Shares, for any Company purpose at any time and from time to time to such Persons for such consideration (which may be cash, property, services or any other lawful consideration) or for no consideration and on such terms and conditions as the Manager shall determine, all without the approval of any Members, notwithstanding any provision of Section 9.1 or Section 9.2. Notwithstanding the foregoing, the share price for each Common Share being offered pursuant to any Offering Statement shall equal the Market Price. Each Share shall have the rights and be governed by the provisions set forth in this Agreement and, with respect to additional Shares of the Company that may be issued by the Company in one or more classes or series, with such designations, preferences, rights, powers and duties (which may be junior to, equivalent to, or senior or superior to, any existing classes or series of Shares of the Company), as shall be fixed by the Manager and reflected in a written action or actions approved by the Manager in compliance with Section 5.1 (each, a “**Share Designation**”). Except to the extent expressly provided in this Agreement (including any Share Designation), no Shares shall entitle any Member to any preemptive, preferential or similar rights with respect to the issuance of Shares.

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10

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(b) A Share Designation (or any resolution of the Manager amending any Share Designation) shall be effective when a duly executed original of the same is delivered to the Manager for inclusion among the permanent records of the Company, and shall be annexed to, and constitute part of, this Agreement. Unless otherwise provided in the applicable Share Designation, the Manager may at any time increase or decrease the amount of Shares of any class or series, but not below the number of Shares of such class or series then Outstanding.

(c) Unless otherwise provided in the applicable Share Designation, if any, the Company is authorized to issue an unlimited number of Common Shares and an unlimited number of Preferred Shares. All Shares issued pursuant to, and in accordance with the requirements of, this Article III shall be validly issued Shares in the Company, except to the extent otherwise provided in the Delaware Act or this Agreement (including any Share Designation).

(d) The Manager may, without the consent or approval of any Members, amend this Agreement and make any filings under the Delaware Act or otherwise to the extent the Manager determines that it is necessary or desirable in order to effectuate any issuance of Shares pursuant to this Article III, including, without limitation, an amendment of Section 3.2(c).

(e) As of the date of this Agreement, all Shares have been designated as Common Shares. As of the date of this Agreement, the Initial Member holds an aggregate of 100 Common Shares. In addition, an affiliate of the Sponsor has purchased an aggregate of 19,900 Common Shares of the Company at \$10.00 per share in a private placement on or prior to the date on which the Company raised and accepted at least \$1,000,000 in the Initial Offering.

Section 3.3. Certificates.

(a) Upon the issuance of Shares by the Company to any Person, the Company may, but shall not be obligated to, issue one or more Certificates in the name of such Person evidencing the number of such Shares being so issued. Certificates shall be executed on behalf of the Company by the Manager. No Certificate representing Shares shall be valid for any purpose until it has been countersigned by the Transfer Agent, if any. Any or all of the signatures required on the Certificate may be by facsimile or other electronic communication. If the Manager or Transfer Agent who shall have signed or whose facsimile or other electronic signature shall have been placed upon any such Certificate shall have ceased to be the Manager or Transfer Agent before such Certificate is issued by the Company, such Certificate may nevertheless be issued by the Company with the same effect as if such Person were the Manager or Transfer Agent at the date of issue. Certificates for each class of Shares shall be consecutively numbered and shall be entered on the books and records of the Company as they are issued and shall exhibit the holder’s name and number and type of Shares.

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11

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(b) If any mutilated Certificate is surrendered to the Transfer Agent, if any, or to the Company, the Manager on behalf of the Company shall execute, and the Transfer Agent, if any, shall countersign and deliver in exchange therefor, a new Certificate evidencing the same number and class or series of Shares as the Certificate so surrendered. The Manager on behalf of the Company shall execute, and the Transfer Agent shall countersign and deliver, a new Certificate in place of any Certificate previously issued if the Record Holder of the Certificate: (i) makes proof by affidavit, in form and substance satisfactory to the Company, that a previously issued Certificate has been lost, destroyed or stolen; (ii) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim; (iii) if requested by the Company, delivers to the Company a bond, in form and substance satisfactory to the Company, with surety or sureties and with fixed or open penalty as the Company may direct to indemnify the Company and the Transfer Agent against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and (iv) satisfies any other reasonable requirements imposed by the Company. If a Member fails to notify the Company within a reasonable time after he or she has notice of the loss, destruction or theft of a Certificate, and a transfer of the Shares represented by the Certificate is registered before the Company or the Transfer Agent receives such notification, the Member shall be precluded from making any claim against the Company or the Transfer Agent for such transfer or for a new Certificate. As a condition to the issuance of any new Certificate under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Transfer Agent) reasonably connected therewith.

Section 3.4. Record Holders. The Company shall be entitled to recognize the Record Holder as the owner of a Share and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Share on the part of any other Person, regardless of whether the Company shall have actual or other notice thereof, except as otherwise provided by law or any applicable rule, regulation or guideline. Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing) is acting as nominee, agent or in some other representative capacity for another Person in acquiring and/or holding Shares, as between the Company on the one hand, and such other Persons on the other, such representative Person shall be the Record Holder of such Shares.

Section 3.5. Registration and Transfer of Shares. Subject to the restrictions on transfer and ownership limitations contained below and in Article XIII hereof:

(a) The Company shall keep or cause to be kept on behalf of the Company a register that will provide for the registration and transfer of Shares. Unless otherwise provided in any Share Designation, a Transfer Agent may, in the discretion of the Manager or as otherwise required by the Exchange Act, be appointed registrar and transfer agent for the purpose of registering Common Shares and transfers of such Common Shares as herein provided. Upon surrender of a Certificate for registration of transfer of any Shares evidenced by a Certificate, the Manager shall execute and deliver, and in the case of Common Shares, the Transfer Agent, if any, shall countersign and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the Record Holder's instructions, one or more new Certificates evidencing the same aggregate number and type of Shares as were evidenced by the Certificate so surrendered; *provided*, that a transferor shall provide the address, facsimile number and email address for each such transferee as contemplated by Section 12.1.

(b) The Company shall not recognize any transfer of Shares until the Certificates evidencing such Shares, if any, are surrendered for registration of transfer. No charge shall be imposed by the Company for such transfer; *provided*, that as a condition to the issuance of any new Certificate, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto.

(c) In the event that the Shares are not evidenced by a Certificate, the Company shall not recognize any transfer of shares until it has received written documentation that the Manager, in its sole discretion, determines is sufficient to evidence the transfer of such Shares.

(d) By acceptance of the transfer of any Share, each transferee of a Share (including any nominee holder or an agent or representative acquiring such Shares for the account of another Person) (i) shall be admitted to the Company as a Substitute Member with respect to the Shares so transferred to such transferee when any such transfer or admission is reflected in the books and records of the Company, (ii) shall be deemed to agree to be bound by the terms of this Agreement, (iii) shall become the Record Holder of the Shares so transferred, (iv) grants powers of attorney to the Manager and any Liquidator of the Company, as specified herein, and

(v) makes the consents and waivers contained in this Agreement. The transfer of any Shares and the admission of any new Member shall not constitute an amendment to this Agreement.

(e) Notwithstanding the foregoing, so long as (i) Fundrise Advisors, LLC, or one of its Affiliates, remains the Manager of the Company, and (ii) access to the Fundrise Platform and the ability to open accounts thereon is reasonably available to potential transferees, no transfer of Shares shall be valid unless the transferee has established an account on the Fundrise Platform.

Section 3.6. Splits and Combinations.

(a) Subject to Section 3.2 and Article IV, and unless otherwise provided in any Share Designation, the Company may make a *pro rata* distribution of Shares of any class or series of Shares to all Record Holders of such class or series of Shares, or may effect a subdivision or combination of Shares of any class or series of Shares, in each case, on an equal per-Share basis and so long as, after any such event, any amounts calculated on a per-Share basis or stated as a number of Shares are proportionately adjusted.

(b) Whenever such a distribution, subdivision or combination of Shares is declared, the Manager shall select a Record Date as of which the distribution, subdivision or combination shall be effective and shall send notice thereof at least 20 days prior to such Record Date to each Record Holder as of a date not less than 10 days prior to the date of such notice. The Manager also may cause a firm of independent public accountants selected by it to calculate the number of Shares to be held by each Record Holder after giving effect to such distribution, subdivision or combination. The Manager shall be entitled to rely on any certificate provided by such firm as conclusive evidence of the accuracy of such calculation.

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13

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(c) Promptly following any such distribution, subdivision or combination, the Company may issue Certificates to the Record Holders of Shares as of the applicable Record Date representing the new number of Shares held by such Record Holders, or the Manager may adopt such other procedures that it determines to be necessary or appropriate to reflect such changes. If any such combination results in a smaller total number of Shares Outstanding, the Company shall require, as a condition to the delivery to a Record Holder of such new Certificate, the surrender of any Certificate held by such Record Holder immediately prior to such Record Date.

Section 3.7. ERISA. The Manager intends to limit the equity participation by “benefit plan investors” (as defined in Section 3(42) of ERISA) in the Company so that it is less than twenty-five percent (25%) of each class of equity interest in the Company (determined in accordance with the Plan Assets Regulation, including disregarding any holdings of Sponsor Affiliates, to the extent so required).

Section 3.8. Agreements. The rights of all Members and the terms of all Shares are subject to the provisions of this Agreement (including any Share Designation).

## ARTICLE IV

### DISTRIBUTIONS AND REDEMPTIONS

Section 4.1. Distributions to Record Holders.

(a) Subject to the applicable provisions of the Delaware Act and except as otherwise provided herein, the Manager may, in its sole discretion, at any time and from time to time, declare, make and pay distributions of cash or other assets of the Company to the Members. Subject to the terms of any Share Designation (including, without limitation, the preferential rights, if any, of holders of any other class of Shares of the Company) and of Article XIII, distributions shall be paid to the holders of Common Shares on an equal per-Share basis as of the Record Date selected by the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate the Delaware Act or other applicable law.

(b) Notwithstanding Section 4.1(a), in the event of the termination and liquidation of the Company, all distributions shall be made in accordance with, and subject to the terms and conditions of, Section 8.3(a).

(c) Each distribution in respect of any Shares of the Company shall be paid by the Company, directly or through its Transfer Agent, if any, or through any other Person or agent, only to the Record Holder of such Shares as of the Record Date set for such distribution. Such payment shall constitute full payment and satisfaction of the Company's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

Section 4.2. Distributions in Kind. Subject to the terms of any Share Designation or to the preferential rights, if any, of holders of any other class of Shares, the Company may declare and pay distributions to holders of Shares that consist of (1) Common Shares and/or (2) other securities or assets held by the Company or any of its subsidiaries.

Section 4.3. Valuations of In-Kind Distributions. In the case of distributions of Common Shares, the value of the Common Shares included in such distribution will be calculated based on the Market Price per Share at the time of the distribution payment date. In the case of distributions of other securities of the Company, the value of such securities included in such distribution will be determined by the Manager in good faith.

Section 4.4. Redemption in Connection with ERISA. Notwithstanding any provision contained herein to the contrary, upon demand by the Manager, the Company shall redeem any or all of the Shares held by any Plan Member if either the Plan Member or the Manager shall obtain an Opinion of Counsel to the effect that it is more likely than not that all or any portion of the assets of the Company constitute "plan assets" of the Plan Member for the purposes of the applicable Plan Governing Law to substantially the same extent as if owned directly by the Plan Member. Such partial or whole redemption shall be effective ninety (90) days after the delivery of such Opinion of Counsel, unless the Manager shall have selected an earlier effective date. Each Plan Member shall only be redeemed by the Company pursuant to this Section 4.4 to the extent necessary in order to avoid the assets of the Company constituting assets of the Plan Member for the purposes of the applicable Plan Governing Law and the Manager shall cause any such redemption to be made among all Plan Members with respect to which the basis for redemption is applicable in a manner determined by the Manager in its sole discretion. The redemption price for any Shares redeemed pursuant to this Section 4.4 will be the Market Price per Share.

Section 4.5. Personal Conduct Repurchase Right.

(a) In the event that a Member fails to conform its personal conduct to common and accepted standards of good citizenship or conducts itself in a way that reflects poorly upon the Company, as determined by the Manager in its sole, but good faith, discretion, the Manager may elect, at its sole discretion, to cause the Company to repurchase all, but not less than all, of the Shares held by such Member.

(b) In the event that the Manager elects to cause the Company to repurchase any Shares pursuant to this Section 4.5, the Company shall, within fifteen (15) business days of the Manager's election, send written notice to the applicable Member stating that the Company is exercising its right to repurchase such Shares pursuant to Section 4.5 of this Agreement.

(c) In connection with any repurchase by the Company of Common Shares pursuant to this Section 4.5, the purchase price paid to the applicable Member shall be equal to the Market Price per Share. Any purchase price paid pursuant to this Section 4.5 shall be delivered to the applicable Member within 15 business days after the notice specified in Section 4.5(b) above is delivered to such Member. Any Common Shares repurchased pursuant to this Section 4.5 will cease to accrue distributions or have voting rights and will not be treated as outstanding, and the applicable Member will cease to be a member of the Company, as of the date that the purchase price is delivered to the applicable Member.

Section 4.6. Redemption Plan. The Manager may, in its sole discretion and to the fullest extent permitted by applicable laws and regulations, cause the Company to establish a redemption plan (a "**Redemption Plan**"), pursuant to which a Member may request that the Company redeem all or any portion of their Shares, subject to the terms, conditions and restrictions of the Redemption Plan. In its sole discretion and to the fullest extent permitted by applicable laws and regulations, the Manager may set the terms, conditions and restrictions of any Redemption Plan and may amend, suspend, or terminate any such Redemption Plan at any time for

any reason. The Manager may also, in its sole discretion and to the fullest extent permitted by applicable laws and regulations, decline any particular redemption request made pursuant to a Redemption Plan if the Manager believes such action is necessary to preserve the Company's status as a REIT.

Section 4.7. Payment of Taxes. If any person exchanging a certificate representing Common Shares wants the Company to issue a certificate in a different name than the registered name on the old certificate, or if any person wants the Company to change the name of the Record Holder for a Share or Shares, that person must pay any transfer or other taxes required by reason of the issuance of the certificate in another name, or by reason of the change to the Company register, or establish, to the satisfaction of the Company or its agent, that the tax has been paid or is not applicable.

Section 4.8. Absence of Certain Other Rights. Other than pursuant to Section 4.6 or to the terms of any Share Designation, holders of Common Shares shall have no conversion, exchange, sinking fund, redemption or appraisal rights, no preemptive rights to subscribe for any securities of the Company and no preferential rights to distributions.

## ARTICLE V

### MANAGEMENT AND OPERATION OF BUSINESS

Section 5.1. Power and Authority of the Manager. Except as otherwise expressly provided in this Agreement, the power to direct the management, operation and policies of the Company shall be vested in the Manager. The Manager shall have the power to delegate any or all of its rights and powers to manage and control the business and affairs of the Company to such officers, employees, Affiliates, agents and representatives of the Manager or the Company as it may deem appropriate. The Manager and its officers and directors shall constitute "managers" within the meaning of the Delaware Act. Except as otherwise specifically provided in this Agreement, no Member, by virtue of its status as such, shall have any management power over the business and affairs of the Company or actual or apparent authority to enter into, execute or deliver contracts on behalf of, or to otherwise bind, the Company. Except as otherwise specifically provided in this Agreement, the authority and functions of the Manager with respect to the management of the business of the Company, on the one hand, and its officers and agents, on the other hand, shall be identical to the authority and functions of the board of directors and officers, respectively, of a corporation organized under the DGCL. In addition to the powers that now or hereafter can be granted to managers under the Delaware Act and to all other powers granted under any other provision of this Agreement, the Manager shall have full power and authority to do, and to direct its officers and agents to do all things and on such terms as it determines to be necessary or appropriate to conduct the business of the Company, to exercise all powers set forth in Section 2.6 and to effectuate the purposes set forth in Section 2.4. Without in any way limiting the foregoing, the Manager shall, either directly or by engaging its officers, Affiliates, agents or third parties, perform the following duties:

(a) Investment Advisory, Origination and Acquisition Services. The Manager shall:

(i) approve and oversee the Company's overall investment strategy, which will consist of elements such as investment selection criteria, diversification strategies and asset disposition strategies;

16

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(ii) serve as the Company's investment and financial manager with respect to originating, investing in and managing a diversified portfolio of commercial real estate loans, preferred equity investments in commercial real estate and other select commercial real estate investments and real estate-related assets;

(iii) adopt and periodically review the Company's investment guidelines;

(iv) approve joint ventures, limited partnerships and other such relationships with third parties;

(v) approve any potential liquidity transaction;

(vi) obtain market research and economic and statistical data in connection with the Company's investments and investment objectives and policies;

(vii) oversee and conduct due diligence processes related to prospective investments;

(viii) prepare reports regarding prospective investments that include recommendations and supporting documentation necessary for the Manager's investment committee to evaluate the proposed investments; and

(ix) negotiate and execute approved investments and other transactions.

(b) Offering Services. The Manager shall manage and supervise:

(i) the development of any offering of Shares that is qualified or registered with the Commission (an "**Offering**"), including the Company's initial Offering pursuant to Regulation A, including the determination of the specific terms of the securities to be offered by the Company, preparation of all offering and related documents, and obtaining all required regulatory approvals of such documents;

(ii) the preparation and approval of all marketing materials to be used by the Company or others relating to an Offering;

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17

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(iii) the negotiation and coordination of the receipt, collection, processing, and acceptance of subscription agreements, commissions, and other administrative support functions;

(iv) the creation and implementation of various technology and electronic communications related to an Offering; and

(v) all other services related to an Offering.

(c) Asset Management Services. The Manager shall:

(i) investigate, select, and, on behalf of the Company, engage and conduct business with such persons as the Manager deems necessary to the proper performance of its obligations hereunder, including but not limited to consultants, accountants, lenders, technical managers, attorneys, corporate fiduciaries, escrow agents, depositaries, custodians, agents for collection, insurers, insurance agents, developers, construction companies and any and all persons acting in any other capacity deemed by the Manager necessary or desirable for the performance of any of the foregoing services;

(ii) monitor applicable markets and obtain reports (which may be prepared by the Manager or its Affiliates) where appropriate, concerning the value of the investments of the Company;

(iii) monitor and evaluate the performance of the investments of the Company, provide daily management services to the Company and perform and supervise the various management and operational functions related to the Company's investments;

(iv) formulate and oversee the implementation of strategies for the administration, promotion, management, operation, maintenance, improvement, financing and refinancing, marketing, leasing and disposition of investments on an overall portfolio basis; and

(v) coordinate and manage relationships between the Company and any joint venture partners.

(d) Accounting and Other Administrative Services. The Manager shall:

(i) manage and perform the various administrative functions necessary for the day-to-day operations of the Company;

(ii) provide or arrange for administrative services, legal services, office space, office furnishings, personnel and other overhead items necessary and incidental to the Company's business and operations;

(iii) provide financial and operational planning services and portfolio management functions;

(iv) maintain accounting data and any other information concerning the activities of the Company as shall be required to prepare and file all periodic financial reports and returns required to be filed with the Commission and any other regulatory agency, including annual financial statements;

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18

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(v) maintain all appropriate books and records of the Company;

(vi) oversee tax and compliance services and risk management services and coordinate with appropriate third parties, including independent accountants and other consultants, on related tax matters;

(vii) make, change, and revoke such tax elections on behalf of the Company as the Manager deems appropriate, including, without limitation, (i) making an election to be treated as a REIT or to revoke such status and (ii) making an election to be classified as an association taxable as a corporation for U.S. federal income tax purposes;

(viii) supervise the performance of such ministerial and administrative functions as may be necessary in connection with the daily operations of the Company;

(ix) provide the Company with all necessary cash management services;

(x) manage and coordinate with the Transfer Agent (if any) the process of making distributions and payments to Members;

(xi) evaluate and obtain adequate insurance coverage based upon risk management determinations;

(xii) provide timely updates related to the overall regulatory environment affecting the Company, as well as managing compliance with regulatory matters;

(xiii) evaluate the corporate governance structure of the Company and appropriate policies and procedures related thereto; and

(xiv) oversee all reporting, record keeping, internal controls and similar matters in a manner to allow the Company to comply with applicable law.

(e) Shareholder Services. The Manager shall:

(i) determine the Company's distribution policy and authorize distributions from time to time;

(ii) approve amounts available for redemptions of the Common Shares;

(iii) manage communications with Members, including answering phone calls, preparing and sending written and electronic reports and other communications; and

(iv) establish technology infrastructure to assist in providing Member support and services.

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19

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(f) Financing Services. The Manager shall:

- necessary;
- (i) identify and evaluate potential financing and refinancing sources, engaging a third party broker if necessary;
  - (ii) negotiate terms of, arrange and execute financing agreements;
  - (iii) manage relationships between the Company and its lenders, if any; and
  - (iv) monitor and oversee the service of the Company's debt facilities and other financings, if any.
- (g) Disposition Services. The Manager shall:
- (i) evaluate and approve potential asset dispositions, sales, or liquidity transactions; and
  - (ii) structure and negotiate the terms and conditions of transactions pursuant to which the assets of the Company may be sold.

Section 5.2. Term and Removal of the Manager.

- (a) The Manager will serve as manager for an indefinite term, but the Manager may be removed by the Company, or may choose to withdraw as manager, under certain circumstances. In the event of the removal or withdrawal of the Manager, the Manager will cooperate with the Company and take all reasonable steps to assist in making an orderly transition of the management function.
- (b) The Manager may assign its rights under this Agreement in its entirety or delegate certain of its duties under this Agreement to any of its Affiliates without the approval of the Members so long as the Manager remains liable for any such Affiliate's performance, and if such assignment or delegation does not require the Company's approval under the Investment Company Act. The Manager may withdraw as the Company's manager if the Company becomes required to register as an investment company under the Investment Company Act, with such withdrawal deemed to occur immediately before such event. The Manager shall determine whether any succeeding manager possesses sufficient qualifications to perform the management function.
- (c) The Members shall have the power to remove the Manager for "cause" upon the affirmative vote or consent of the holders of two-thirds (2/3) of the then issued and Outstanding Common Shares. If the Manager is removed for "cause" pursuant to this Section 5.2(c), the Members shall have the power to elect a replacement Manager upon the affirmative vote or consent of the holders of a majority of the then issued and Outstanding Common Shares. For purposes of this Section 5.2(c), "cause" is defined as:
- (i) the Manager's continued breach of any material provision of this Agreement following a period of 30 days after written notice thereof (or 45 days after written notice of such breach if the Manager, under certain circumstances, has taken steps to cure such breach within 30 days of the written notice);

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20

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- (ii) the commencement of any proceeding relating to the bankruptcy or insolvency of the Manager, including an order for relief in an involuntary bankruptcy case or the Manager authorizing or filing a voluntary bankruptcy petition;
- (iii) the Manager committing fraud against the Company, misappropriating or embezzling its funds, or acting, or failing to act, in a manner constituting bad faith, willful misconduct, gross negligence or reckless disregard in the performance of its duties under this Agreement; *provided, however*, that if any of these actions is caused by an employee, personnel and/or officer of the Manager or one of its Affiliates and the Manager (or such Affiliate) takes all necessary and appropriate action against such person and cures the damage caused by such actions within 30 days of the Manager's actual knowledge of its commission or omission, then the Manager may not be removed; or
- (iv) the dissolution of the Manager.

Unsatisfactory financial performance of the Company does not constitute "cause" under this Agreement.

Section 5.3. Determinations by the Manager. Except as may otherwise be required by law, the determination as to any of the following matters, made in good faith by or pursuant to the direction of the Manager consistent with this Agreement, shall be final and conclusive and shall be binding upon the Company and every holder of Shares: the amount of the net income of the Company for any period and the amount of assets at any time legally available for the payment of distributions or redemption of Shares; the amount of paid-in surplus, net assets, other surplus, annual or other cash flow, funds from operations, 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 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 Company or of any Shares; the number of Shares of any class or series of the Company; any matter relating to the acquisition, holding and disposition of any assets by the Company; the evaluation of any competing interests among the Company and its Affiliates and the resolution of any such conflicts of interests; or any other matter relating to the business and affairs of the Company or required or permitted by applicable law, this Agreement or otherwise to be determined by the Manager.

Section 5.4. Exculpation, Indemnification, Advances and Insurance.

(a) Subject to other applicable provisions of this Article V, to the fullest extent permitted by applicable law, the Indemnified Persons shall not be liable to the Company, any Subsidiary of the Company, any officer of the Company or a Subsidiary, or any Member or any holder of any equity interest in any Subsidiary of the Company, for any acts or omissions by any of the Indemnified Persons arising from the exercise of their rights or performance of their duties and obligations in connection with the Company, this Agreement or any investment made or held by the Company, including with respect to any acts or omissions made while serving at the request of the Company as an officer, director, member, partner, tax matters partner, fiduciary or trustee of another Person or any employee benefit plan. The Indemnified Persons shall be indemnified by the Company to the fullest extent permitted by law, against all expenses and liabilities (including judgments, fines, penalties, interest, amounts paid in settlement with the approval of the Company and counsel fees and disbursements on a solicitor and client basis) (collectively, “**Expenses and Liabilities**”) arising from the performance of any of their duties or obligations in connection with their service to the Company or this Agreement, or any investment made or held by the Company, including in connection with any civil, criminal, administrative, investigative or other action, suit or proceeding to which any such Person may hereafter be made party by reason of being or having been a manager of the Company under Delaware law, a director or officer of the Company or any Subsidiary of the Company or the Manager, or an officer, director, member, partner, tax matters partner, fiduciary or trustee of another Person or any employee benefit plan at the request of the Company. Without limitation, the foregoing indemnity shall extend to any liability of any Indemnified Person, pursuant to a loan guaranty or otherwise, for any indebtedness of the Company or any Subsidiary of the Company (including any indebtedness which the Company or any Subsidiary of the Company has assumed or taken subject to), and the Manager (and its officers) are hereby authorized and empowered, on behalf of the Company, to enter into one or more indemnity agreements consistent with the provisions of this Section 5.4 in favor of any Indemnified Person having or potentially having liability for any such indebtedness. It is the intention of this Section 5.4(a) that the Company indemnify each Indemnified Person to the fullest extent permitted by law.

(b) The provisions of this Agreement, to the extent they restrict the duties and liabilities of an Indemnified Person otherwise existing at law or in equity, including Section 5.6, are agreed by each Member to modify such duties and liabilities of the Indemnified Person to the extent permitted by law.

(c) Any indemnification under this Section 5.4 (unless ordered by a court) shall be made by the Company unless the Manager determines in the specific case that indemnification of the Indemnified Person is not proper in the circumstances because such person has not met the applicable standard of conduct set forth in Section 5.4(a). Such determination shall be made in good faith by the Manager; provided that if the Manager or its Affiliates is the Indemnified Person, by a majority vote of the directors of the Sponsor who are not parties to the applicable suit, action or proceeding. To the extent, however, that an Indemnified Person has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such Indemnified Person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such Indemnified Person in connection therewith, notwithstanding an earlier determination by the Manager that the Indemnified Person had not met the applicable standard of conduct set forth in Section 5.4(a).

(d) Notwithstanding any contrary determination in the specific case under [Section 5.4\(c\)](#), and notwithstanding the absence of any determination thereunder, any Indemnified Person may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under [Section 5.4\(a\)](#). The basis of such indemnification by a court shall be a determination by such court that indemnification of the Indemnified Person is proper in the circumstances because such Indemnified Person has met the applicable standards of conduct set forth in [Section 5.4\(a\)](#). Neither a contrary determination in the specific case under [Section 5.4\(c\)](#) nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the Indemnified Person seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this [Section 5.4\(d\)](#) shall be given to the Company promptly upon the filing of such application. If successful, in whole or in part, the Indemnified Person seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

(e) To the fullest extent permitted by law, expenses (including attorneys' fees) incurred by an Indemnified Person in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company as authorized in this [Section 5.4](#).

(f) The indemnification and advancement of expenses provided by or granted pursuant to this [Section 5.4](#) shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under this Agreement, or any other agreement, determination of the Manager, vote of Members or otherwise, and shall continue as to an Indemnified Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnified Person unless otherwise provided in a written agreement with such Indemnified Person or in the writing pursuant to which such Indemnified Person is indemnified, it being the policy of the Company that indemnification of the persons specified in [Section 5.4\(a\)](#) shall be made to the fullest extent permitted by law. The provisions of this [Section 5.4](#) shall not be deemed to preclude the indemnification of any person who is not specified in [Section 5.4\(a\)](#) but whom the Company has the power or obligation to indemnify under the provisions of the Delaware Act.

(g) The Company may, but shall not be obligated to, purchase and maintain insurance on behalf of any Person entitled to indemnification under this [Section 5.4](#) against any liability asserted against such Person and incurred by such Person in any capacity to which they are entitled to indemnification hereunder, or arising out of such Person's status as such, whether or not the Company would have the power or the obligation to indemnify such Person against such liability under the provisions of this [Section 5.4](#).

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this [Section 5.4](#) shall, unless otherwise provided when authorized or ratified, shall inure to the benefit of the heirs, executors and administrators of any person entitled to indemnification under this [Section 5.4](#).

(i) The Company may, to the extent authorized from time to time by the Manager, provide rights to indemnification and to the advancement of expenses to employees and agents of the Company and to the employees and agents of any Company Subsidiary or Affiliate similar to those conferred in this [Section 5.4](#) to Indemnified Persons.

(j) If this [Section 5.4](#) or any portion of this [Section 5.4](#) shall be invalidated on any ground by a court of competent jurisdiction the Company shall nevertheless indemnify each Indemnified Person as to expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit, proceeding or investigation, whether civil, criminal or administrative, including a grand jury proceeding or action or suit brought by or in the right of the Company, to the full extent permitted by any applicable portion of this [Section 5.4](#) that shall not have been invalidated.

(k) Each of the Indemnified Persons may, in the performance of his, her or its duties, consult with legal counsel and accountants, and any act or omission by such Person on behalf of the Company in furtherance of the interests of the Company in

good faith in reliance upon, and in accordance with, the advice of such legal counsel or accountants will be full justification for any such act or omission, and such Person will be fully protected for such acts and omissions; *provided* that such legal counsel or accountants were selected with reasonable care by or on behalf of the Company.

(l) An Indemnified Person shall not be denied indemnification in whole or in part under this Section 5.4 because the Indemnified Person 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.

(m) Any liabilities which an Indemnified Person incurs as a result of acting on behalf of the Company (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 Internal Revenue Service, 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 indemnifiable under this Section 5.4, to the maximum extent permitted by law.

(n) The directors and officers of the Manager shall, in the performance of his or her duties, be fully protected in relying in good faith upon the records of the Company and on such information, opinions, reports or statements presented to the Company by any of the officers or employees of the Company or the Manager or by any other Person as to matters the director or officer of the Manager reasonably believes are within such other Person's professional or expert competence.

(o) Any amendment, modification or repeal of this Section 5.4 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of or other rights of any Indemnified Person under this Section 5.4 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 and provided such Person became an Indemnified Person hereunder prior to such amendment, modification or repeal.

Section 5.5. Duties of the Manager and its Officers and Directors.

(a) Except as otherwise expressly provided in this Agreement or required by the Delaware Act, (i) the duties and obligations owed to the Company by the Manager and its officers and directors shall be the same as the duties and obligations owed to a corporation organized under DGCL by its officers and directors, respectively, and (ii) the duties and obligations owed to the Members by the Manager and its officers and directors shall be the same as the duties and obligations owed to the stockholders of a corporation under the DGCL by its officers and directors, respectively.

(b) The Manager shall have the right to exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it thereunder either directly or by or through its duly authorized officers, and the Manager shall not be responsible for the misconduct or negligence on the part of any such officer duly appointed or duly authorized by the Manager in good faith.

Section 5.6. Standards of Conduct and Modification of Duties of the Manager. Notwithstanding anything to the contrary herein or under any applicable law, including, without limitation, Section 18-1101(c) of the Delaware Act, the Manager, in exercising its rights hereunder in its capacity as the manager of the Company, shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting the Company or any Members, and shall not be subject to any other or different standards imposed by this Agreement, any other agreement contemplated hereby, under the Delaware Act or under any other applicable law or in equity. To the maximum extent permitted by applicable law, the Manager shall not have any duty (including any fiduciary duty) to the Company, the Members or any other Person, including any fiduciary duty associated with self-dealing or corporate opportunities, all of which are hereby expressly waived; *provided* that this Section 5.6 shall not in any way reduce or otherwise limit the specific obligations of the Manager expressly provided in this Agreement or in any other agreement with the Company and such other obligations, if any, as are required by applicable laws. Notwithstanding the foregoing, nothing contained in this Section 5.6 or elsewhere in this Agreement shall constitute a waiver by any Member of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

Section 5.7. Outside Activities. It shall be deemed not to be a breach of any duty (including any fiduciary duty) or any other obligation of any type whatsoever of the Manager or its officers and directors or Affiliates of the Manager or its officers and directors (other than any express obligation contained in any agreement to which such Person and the Company or any Subsidiary of the Company are parties) to engage in outside business interests and activities in preference to or to the exclusion of the Company or in direct competition with the Company; *provided* the Manager or such officer, director or Affiliate does not engage in such business or activity as a result of or using confidential information provided by or on behalf of the Company to the Manager or such officer, director or Affiliate. Neither the Manager nor its officers and directors shall have any obligation hereunder or as a result of any duty expressed or implied by law to present business opportunities to the Company that may become available to Affiliates of the Manager or its officers and directors.

Section 5.8. Reliance by Third Parties. Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Company shall be entitled to assume that the Manager and any officer authorized by the Manager to act on behalf of and in the name of the Company has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Company and to enter into any authorized contracts on behalf of the Company, and such Person shall be entitled to deal with the Manager or any officer as if it were the Company's sole party in interest, both legally and beneficially. Each Member hereby waives, to the fullest extent permitted by law, any and all defenses or other remedies that may be available against such Person to contest, negate or disaffirm any action of the Manager or any officer in connection with any such dealing. In no event shall any Person dealing with the Manager or any of its officers or representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the Manager or any officer or its representatives. Each and every certificate, document or other instrument executed on behalf of the Company by the Manager or any officer or its representatives shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Company and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Company.

Section 5.9. Certain Conflicts of Interest. Except as may be provided herein or as otherwise addressed by the Company's conflicts of interest policies, the Company may not engage in any transaction involving a Conflict of Interest without first submitting such transaction to the Independent Representative for approval to determine whether such transaction is fair and reasonable to the Company and the Members; *provided, however*, that the Company may not purchase investments from Fundrise Lending, LLC, or its Affiliates without a determination by the Independent Representative that such transaction is fair and reasonable to the Company and at a price to the Company that is not materially greater than the cost of the asset to Fundrise Lending, LLC, or its Affiliate, as applicable. The resolution of any Conflict of Interest approved by the Independent Representative shall be conclusively deemed to be fair and reasonable to the Company and the Members and not a breach of any duty hereunder at law, in equity or otherwise. Notwithstanding the above, to the extent required by applicable law, any transaction involving certain Conflicts of Interest shall be subject to review and approval by the Independent Representative.

Section 5.10. Fees Payable to the Manager or its Affiliates. The Manager or its Affiliates shall be entitled to receive the fees set forth in this Section 5.10. The Manager or its Affiliates, in their sole discretion may defer or waive any fee payable to it under this Agreement. All or any portion of any deferred fees will be deferred without interest and paid when the Manager determines.

(a) Asset Management Fee. Asset management fee payable quarterly in arrears equal to an annualized rate of 1.00%, which until September 30, 2016 will be based on the Company's net proceeds from the Initial Offering as of the end of each quarter, and thereafter will be based on the Company's NAV at the end of each prior quarter, as calculated pursuant to Section 5.12. The Manager may, in its sole discretion, waive its asset management fee, in whole or in part. The Manager will forfeit any portion of the asset management fee that it waives.

(b) *Servicing / Property Management Fee.* A quarterly servicing / property management fee from 0.00% to 0.50% paid to Fundrise Servicing, LLC for the servicing, property management, and/or administration of certain investments and loans held by the Company. The servicing fee shall be calculated as an annual percentage of the stated value of the applicable asset and will be deducted at the time that payments on the asset are made. The fee shall be deducted in the expected proportion to the split between deferred and current payments.

(c) *Special Servicing Fee.* Special servicing fee equal to an annualized rate of 2.00% of the original value of a non-performing asset, payable quarterly in arrears. Whether an asset is deemed to be non-performing is in the sole discretion of the Manager.

(d) *Acquisition / Origination Fees.* Co-investors will pay up to 3.0% of any amounts funded by the Company, the Sponsor or Affiliates of the Sponsor to acquire or originate real estate properties, excluding any acquisition and origination expenses and any debt attributable to such investments. To the extent the Company invests in commercial real estate loans, the borrower will pay up to 3.0% of the amount funded by the Company, the Sponsor or Affiliates of the Sponsor to acquire or originate such commercial real estate loans.

(e) *Disposition Fees.* Disposition fee of 0.50% of the gross proceeds, after repayment of any property-level debt, from the liquidation of any of the Company's equity investments in real estate.

Section 5.11. Reimbursement of Expenses. The Company shall pay or reimburse the Manager and its Affiliates for the following:

(a) *Formation Expenses.* All third party charges and out-of-pocket costs and expenses (collectively, "**Formation Expenses**") incurred by the Company, the Manager and its Affiliates in connection with the formation of the Company, the offering of Shares, and the admission of investors in the Company, including, without limitation, travel, legal, accounting, filing, advertising and all other expenses incurred in connection with the offer and sale of interests in the Company. Reimbursement shall be made, without interest, to the Manager beginning on the date of the Initial Offering for Formation Expenses incurred both before and after that date. Reimbursement payments will be made in monthly installments, but the aggregate monthly amount reimbursed shall not exceed 0.50% of the aggregate gross proceeds from an Offering. If the sum of the total unreimbursed amount of such Formation Expenses, plus new costs incurred since the last reimbursement payment, exceeds the reimbursement limit described above for the applicable monthly installment, the excess will be eligible for reimbursement in subsequent months (subject to the 0.50% limit), calculated on an accumulated basis, until the Manager has been reimbursed in full.

(b) *Operating Expenses.* All third party charges and out-of-pocket costs and expenses incurred by the Manager or its Affiliate that are related to the operations of the Company, including, without limitation, those related to (i) forming and operating Subsidiaries, (ii) the investigation of investment opportunities, whether or not consummated, and whether incurred before or after the formation of the Company, (iii) the acquisition, ownership, management, financing, hedging of interest rates on financings, or sale of investments, (iv) meetings with or reporting to Members, (v) accounting, auditing, research, consulting, tax return preparation, financial reporting, and legal services, risk management services and insurance, including without limitation to protect the Company, the Manager, its Affiliates, and Members in connection with the performance of activities related to Company, (vi) the Company's indemnification of the Indemnified Parties pursuant to this Agreement, (vii) litigation, (viii) borrowings of the Company, (ix) liquidating the Company, (x) any taxes, fees or other governmental charges levied against the Company and all expenses incurred in connection with any tax audit, investigation, settlement or review of the Company, (xi) travel costs associated with investigating and evaluating investment opportunities (whether or not consummated) or making, monitoring, managing or disposing of investments, and (xii) the costs of any third parties retained to provide services to Company.

The Company shall not be required to pay, and the Manager shall not be entitled to reimbursement for, (i) ordinary and usual office overhead expenses of the Manager or any of its Affiliates (including rent, etc.), (ii) salaries or other compensation of the employees of the Manager or any of its Affiliate, or (iii) expenses of the Manager's or any of its Affiliate's registration as an investment adviser or other compliance with the U.S. Investment Advisers Act of 1940, as amended, or any corresponding state law. It is acknowledged that, concurrently with the formation of the Company, the Manager may form other investment vehicles that will have similar investment strategies to the Company. Formation Expenses of the Company and corresponding expenses relating to such vehicles shall be allocated among the Company and such vehicles in such manner as the Manager deems equitable. Generally, expenses

that relate to a particular investment will be borne by the investment vehicle directly making that investment so that other participating investment vehicles bear their pro rata shares, although the Manager may allocate them pro rata among such entities. Generally, expenses that relate only to a particular investment vehicle shall be allocated to such investment vehicle. Each Member other than Affiliates of the Manager shall be solely responsible for all costs and expenses incurred by such Member in considering and maintaining an investment in the Company, including any legal, accounting, advisory or other costs.

Section 5.12. Quarterly Determination of Net Asset Value. At the end of each fiscal quarter beginning September 30, 2016, the Manager shall cause the Company's accountants to calculate the Company's net asset value ("NAV") using a process that reflects, among other matters, (1) estimated values of each of the Company's commercial real estate assets and investments, including related liabilities; (2) quarterly updates in the price of liquid assets for which third party market quotes are available; (3) accruals of quarterly or other periodic distributions, and (4) estimates of quarterly accruals, on a net basis, of the Company's operating revenues, expenses and fees. The Market Price per Share for a given fiscal quarter shall be determined by dividing the Company's NAV at the end of the prior fiscal quarter by the number of Common Shares Outstanding as of the end of the prior fiscal quarter, after giving effect to any share purchases, redemptions, contributions or distributions made through the end of the prior fiscal quarter.

The Manager may, in its discretion, retain an independent valuation expert to provide annual valuations of the commercial real estate assets and investments, including related liabilities, to be set forth in individual appraisal reports of the underlying real estate, and to update such reports if the Manager, in its discretion, determines that a material event has occurred that may materially affect the value of the Company's commercial real estate assets and investments, including related liabilities.

## ARTICLE VI

### BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 6.1. Records and Accounting. The Manager shall keep or cause to be kept at the principal office of the Company appropriate books and records with respect to the business of the Company, including all books and records necessary to provide to the Members any information required to be provided pursuant to this Agreement. Any books and records maintained by or on behalf of the Company in the regular course of its business, including the record of the Members, books of account and records of Company proceedings, may be kept on, or be in the form of, computer disks, hard drives, punch cards, magnetic tape, photographs, micrographics or any other information storage device; *provided*, that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Company shall be maintained, for tax and financial reporting purposes, on an accrual basis in accordance with U.S. GAAP.

Section 6.2. Fiscal Year. The fiscal year of the Company for tax and financial reporting purposes shall be a calendar year ending December 31.

Section 6.3. Reports. The Manager shall cause the Company to prepare an annual report and deliver it to Members within 120 days after the end of each fiscal year. Such requirement may be satisfied by the Company through any annual reports otherwise required to be publicly filed by the Company pursuant to applicable securities laws.

## ARTICLE VII

### TAX MATTERS

Section 7.1. Qualifying and Maintaining Qualification as a REIT. From the effective date of the Company's election to qualify as a REIT until the Restriction Termination Date (as defined in Article XIII) of the Company, the Manager and its officers shall take such action from time to time as the Manager determines is necessary or appropriate in order to maintain the Company's qualification as a REIT; *provided, however*, if the Manager determines that it is no longer in the best interests of the Company to continue to be qualified as a REIT, the Manager may authorize the Company to revoke or otherwise terminate its REIT election pursuant to Section 856(g) of the Code. It is intended that the Company will elect to be treated as a corporation that will elect to be taxed as a REIT prior to the Initial Date (as defined in Article XIII) of the Company until the Restriction Termination Date of the Company.

## ARTICLE VIII

### DISSOLUTION, TERMINATION AND LIQUIDATION

Section 8.1. Dissolution and Termination.

(a) The Company shall not be dissolved by the admission of Substitute Members or Additional Members. The Company shall dissolve, and its affairs shall be wound up, upon:

(i) an election to dissolve the Company by the Manager (or, if the Manager has been removed for “cause” pursuant to Section 5.2, an election to dissolve the Company by an affirmative vote of the holders of not less than a majority of the Common Shares then Outstanding entitled to vote thereon);

(ii) the sale, exchange or other disposition of all or substantially all of the assets and properties of the Company;

(iii) the entry of a decree of judicial dissolution of the Company pursuant to the provisions of the Delaware Act; or

(iv) at any time that there are no members of the Company, unless the business of the Company is continued in accordance with the Delaware Act.

Section 8.2. Liquidator. Upon dissolution of the Company, the Manager shall select one or more Persons to act as Liquidator.

In the case of a dissolution of the Company, (i) the Liquidator (if other than the Manager) shall be entitled to receive such compensation for its services as may be separately approved by the affirmative vote of the holders of not less than a majority of the Common Shares then Outstanding entitled to vote on such liquidation; (ii) the Liquidator (if other than the Manager) shall agree not to resign at any time without 15 days’ prior notice and may be removed at any time, with or without cause, by notice of removal separately approved by the affirmative vote of the holders of not less than a majority of the Common Shares then Outstanding entitled to vote on such liquidation; (iii) upon dissolution, death, incapacity, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days thereafter be separately approved by the affirmative vote of the holders of not less than a majority of the Common Shares then Outstanding entitled to vote on such liquidation. The right to approve a successor or substitute Liquidator in the manner provided herein shall be deemed to refer also to any such successor or substitute Liquidator approved in the manner herein provided. Except as expressly provided in this Article VIII, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the Manager and its officers under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers) necessary or appropriate to carry out the duties and functions of the Liquidator hereunder for and during the period of time required to complete the winding up and liquidation of the Company as provided for herein. In the case of a termination of the Company, other than in connection with a dissolution of the Company, the Manager shall act as Liquidator.

Section 8.3. Liquidation of the Company. In connection with the liquidation of the Company, the Liquidator shall proceed to dispose of the Company’s assets, discharge its liabilities, and otherwise wind up its affairs in such manner and over such period as determined by the Liquidator, subject to Sections 18-215 and 18-804 of the Delaware Act, the terms of any Share Designation (if any) and the following:

(a) Subject to Section 8.3(c), the assets may be disposed of by public or private sale or by distribution in kind to one or more Members on such terms as the Liquidator and such Member or Members may agree. If any property is distributed in kind,

the Member receiving the property shall be deemed for purposes of Section 8.3(c) to have received cash equal to its fair market value; and contemporaneously therewith, appropriate cash distributions must be made to the other Members. Notwithstanding anything to the contrary contained in this Agreement and subject to Section 8.3(c), the Members understand and acknowledge that a Member may be compelled to accept a distribution of any asset in kind from the Company despite the fact that the percentage of the asset distributed to such Member exceeds the percentage of that asset which is equal to the percentage in which such Member shares in distributions from the Company. The Liquidator may defer liquidation or distribution of the Company's assets for a reasonable time if it determines that an immediate sale or distribution of all or some of the assets would be impractical or would cause undue loss to the Members. The Liquidator may distribute the Company's assets, in whole or in part, in kind if it determines that a sale would be impractical or would cause undue loss to the Members.

(b) Liabilities of the Company include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 8.2) and amounts to Members otherwise than in respect of their distribution rights under Article IV. With respect to any liability that is contingent, conditional or unmatured or is otherwise not yet due and payable, the Liquidator shall either settle such claim for such amount as it thinks appropriate or establish a reserve of cash or other assets to provide for its payment. When paid, any unused portion of the reserve shall be applied to other liabilities or distributed as additional liquidation proceeds.

(c) Subject to the terms of any Share Designation (including, without limitation, the preferential rights, if any, of holders of any other class of Shares of the Company), all property and all cash in excess of that required to discharge liabilities as provided in Section 8.3(b) shall be distributed to the holders of the Common Shares of the Company on an equal per-Share basis.

Section 8.4. Cancellation of Certificate of Formation. Upon the completion of the distribution of Company cash and property in connection the dissolution of the Company, the Certificate of Formation and all qualifications of the Company as a foreign limited liability company in jurisdictions other than the State of Delaware shall be canceled and such other actions as may be necessary to terminate the Company shall be taken.

Section 8.5. Return of Contributions. Neither the Sponsor, the Manager, nor any of their officers, directors or Affiliates will be personally liable for, or have any obligation to contribute or loan any monies or property to the Company to enable it to effectuate, the return of the Capital Contributions of the Members, or any portion thereof, it being expressly understood that any such return shall be made solely from Company assets.

Section 8.6. Waiver of Partition. To the maximum extent permitted by law, each Member hereby waives any right to partition of the Company property.

Section 8.7. Liquidation Support Agreement. Substantially concurrently with the execution of this Agreement, the Manager shall enter into that certain Liquidation Support Agreement that shall, subject to terms and conditions contained therein, provide for a payment to the Company of up to \$500,000 if the distributions paid by the Company upon liquidation (together with any distributions made prior to liquidation) are less than a 20% average annual non-compounded return.

## ARTICLE IX

### AMENDMENT OF AGREEMENT

Section 9.1. General. Except as provided in Section 9.2, Section 9.4, or in any Share Designation, if any, this Agreement may be amended from time to time by the Manager in its sole discretion; *provided, however*, that such amendment shall also require the affirmative vote or consent of the Manager and the holders of a majority of the then issued and Outstanding Common Shares if such amendment (i) affects the Members disproportionately or (ii) materially and adversely affects the rights of the Members. If the Manager desires to amend any provision of this Agreement in a manner that would require the vote or consent of Members, then it shall first adopt a resolution setting forth the amendment proposed, declaring its advisability, and then (i) call a special meeting of the Members entitled to vote in respect thereof for the consideration of such amendment or (ii) seek the written consent of the Members in accordance with Section 11.6. Amendments to this Agreement may be proposed only by or with the consent of the Manager. Such special meeting shall be called and held upon notice in accordance with Article XI of this Agreement. The notice shall set forth such amendment in full or a brief summary of the changes to be effected thereby, as the Manager shall deem advisable. At the meeting, a vote of Members

entitled to vote thereon shall be taken for and against the proposed amendment. A proposed amendment shall be effective upon its approval by the affirmative vote of the holders of not less than a majority-in-interest of the Common Shares of the Company then Outstanding, voting together as a single class, unless a greater percentage is required under this Agreement or by Delaware law.

Section 9.2. Super-Majority Amendments. Notwithstanding Section 9.1, any alteration or amendment to this Section 9.2 or Section 5.2 that (i) affects the Members disproportionately or (ii) materially and adversely affects the rights of the Members, will require the affirmative vote or consent of the Manager and the holders of Outstanding Common Shares of the Company representing at least two-thirds of the total votes that may be cast by all such Outstanding Common Shares, voting together as a single class.

Section 9.3. Amendments to be Adopted Solely by the Manager. Without in any way limiting Section 9.1, the Manager, without the approval of any Member, may amend any provision of this Agreement, and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect the following (and any such amendment shall not be deemed to either affect the Members disproportionately or materially and adversely affect the rights of the Members):

- (a) a change in the name of the Company, the location of the principal place of business of the Company, the registered agent of the Company or the registered office of the Company;
- (b) the admission, substitution, withdrawal or removal of Members in accordance with this Agreement;
- (c) a change that the Manager determines to be necessary or appropriate to qualify or continue the qualification of the Company as a limited liability company under the laws of any state or to ensure that the Company will continue to qualify as a REIT for U.S. federal income tax purposes;
- (d) a change that, in the sole discretion of the Manager, it determines (i) does not adversely affect the Members (including adversely affecting the holders of any particular class or series of Shares as compared to other holders of other classes or series of Shares, if any classes or series are established) in any material respect, (ii) to be necessary or appropriate to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute (including the Delaware Act), (iii) to be necessary, desirable or appropriate to facilitate the trading of the Shares or comply with any rule, regulation, guideline or requirement of any National Securities Exchange on which Shares may be listed for trading, compliance with any of which the Manager deems to be in the best interests of the Company and the Members, (iv) to be necessary or appropriate in connection with action taken by the Manager pursuant to Section 3.8, or (v) is required to effect the intent expressed in any Offering Document or the intent of the provisions of this Agreement or is otherwise contemplated by this Agreement;
- (e) a change in the fiscal year or taxable year of the Company and any other changes that the Manager determines to be necessary or appropriate as a result of a change in the fiscal year or taxable year of the Company;
- (f) an amendment that the Manager determines, based on the advice of counsel, to be necessary or appropriate to prevent the Company, the Manager, the Sponsor or their officers, trustees or agents from in any manner being subjected to the provisions of the Investment Company Act, the Investment Advisers Act of 1940, as amended, or “plan asset” regulations adopted under ERISA, regardless of whether such are substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;
- (g) an amendment that the Manager determines to be necessary or appropriate in connection with the issuance of any additional Common Shares, the authorization, establishment, creation or issuance of any class or series of Shares (including, without limitation, any class or series of Preferred Shares issued in connection with the Company’s qualification as a REIT for U.S. federal income tax purposes) and the admission of Additional Members;

- (h) an amendment that the Manager determines to be necessary or appropriate to reflect and account for the formation by the Company of, or investment by the Company in, any corporation, partnership, joint venture, limited liability company or other entity, in connection with the conduct by the Company of activities permitted by the terms of Section 2.4;
- (i) an amendment effected, necessitated or contemplated by a Merger Agreement approved in accordance with Section 10.3;
- (j) a merger, conversion or conveyance pursuant to Section 10.3(d);
- (k) a Roll-Up Transaction pursuant to Section 10.6 (unless Member approval is required in such situation by law or regulations); and
- (l) any other amendments substantially similar to the foregoing or any other amendment expressly permitted in this Agreement to be made by the Manager acting alone;

Section 9.4. Certain Amendment Requirements.

- (a) Notwithstanding the provisions of Section 9.1 and Section 9.3, no provision of this Agreement that establishes a percentage of Outstanding Shares required to take any action shall be amended, altered, changed, repealed or rescinded in any respect that would have the effect of reducing such voting percentage unless such amendment is approved by the affirmative vote of holders of Outstanding Shares whose aggregate Outstanding Shares constitute not less than the voting requirement sought to be reduced.
- (b) Notwithstanding the provisions of Section 9.1 and Section 9.3, but subject to Section 9.2, no amendment to this Agreement may (i) enlarge the obligations of any Member without its consent, unless such shall be deemed to have occurred as a result of an amendment approved pursuant to Section 9.3(c), (ii) change Section 8.1(a), (iii) change the term of the Company or, (iv) except as set forth in Section 8.1(a), give any Person the right to dissolve the Company.

**ARTICLE X**

**MERGER, CONSOLIDATION OR CONVERSION**

Section 10.1. Authority. The Company may merge or consolidate with one or more limited liability companies or “other business entities” as defined in Section 18-209 of the Delaware Act, or convert into any such entity, whether such entity is formed under the laws of the State of Delaware or any other state of the United States of America, pursuant to a written agreement of merger or consolidation (“**Merger Agreement**”) or a written plan of conversion (“**Plan of Conversion**”), as the case may be, in accordance with this Article X.

Section 10.2. Procedure for Merger, Consolidation or Conversion. A merger, consolidation or conversion of the Company pursuant to this Article X requires the prior approval of the Manager.

- (a) If the Manager shall determine to consent to the merger or consolidation, the Manager shall approve the Merger Agreement, which shall set forth:
  - (i) the names and jurisdictions of formation or organization of each of the business entities proposing to merge or consolidate;
  - (ii) the name and jurisdiction of formation or organization of the business entity that is to survive the proposed merger or consolidation (the “**Surviving Business Entity**”);
  - (iii) the terms and conditions of the proposed merger or consolidation;
  - (iv) the manner and basis of exchanging or converting the rights or securities of, or interests in, each constituent business entity for, or into, cash, property, rights, or securities of or interests in, the Surviving Business Entity; and if any

rights or securities of, or interests in, any constituent business entity are not to be exchanged or converted solely for, or into, cash, property, rights, or securities of or interests in, the Surviving Business Entity, the cash, property, rights, or securities of or interests in, any limited liability company or other business entity which the holders of such rights, securities or interests are to receive, if any;

(v) a statement of any changes in the constituent documents or the adoption of new constituent documents (the certificate of formation or limited liability company agreement, articles or certificate of incorporation, articles of trust, declaration of trust, certificate or agreement of limited partnership or other similar charter or governing document) of the Surviving Business Entity to be effected by such merger or consolidation;

(vi) the effective time of the merger or consolidation, which may be the date of the filing of the certificate of merger or consolidation pursuant to Section 10.4 or a later date specified in or determinable in accordance with the Merger Agreement (*provided*, that if the effective time of the merger or consolidation is to be later than the date of the filing of the certificate of merger or consolidation, the effective time shall be fixed no later than the time of the filing of the certificate of merger or consolidation or the time stated therein); and

(vii) such other provisions with respect to the proposed merger or consolidation that the Manager determines to be necessary or appropriate.

(b) If the Manager shall determine to consent to the conversion, the Manager may approve and adopt a Plan of Conversion containing such terms and conditions that the Manager determines to be necessary or appropriate.

(c) The Members hereby acknowledge and agree that they shall have no right or opportunity to approve a merger, consolidation, conversion, sale of substantially all assets or other significant transaction involving the Company authorized and approved by the Manager, unless required by applicable laws or regulations.

Section 10.3. No Dissenters' Rights of Appraisal. Members are not entitled to dissenters' rights of appraisal in the event of a merger, consolidation or conversion pursuant to this Article X, a sale of all or substantially all of the assets of all the Company or the Company's Subsidiaries, or any other similar transaction or event.

Section 10.4. Certificate of Merger or Conversion. Upon the required approval by the Manager of a Merger Agreement or a Plan of Conversion, as the case may be, a certificate of merger or certificate of conversion, as applicable, shall be executed and filed with the Secretary of State of the State of Delaware in conformity with the requirements of the Delaware Act.

Section 10.5. Effect of Merger. At the effective time of the certificate of merger:

(a) all of the rights, privileges and powers of each of the business entities that has merged or consolidated, and all property, real, personal and mixed, and all debts due to any of those business entities shall be vested in the Surviving Business Entity and after the merger or consolidation shall be the property of the Surviving Business Entity and all other things and causes of action belonging to each of those business entities, shall be vested in the Surviving Business Entity to the extent they were of each constituent business entity.

(b) the title to any real property vested by deed or otherwise in any of those constituent business entities shall not revert and is not in any way impaired because of the merger or consolidation;

(c) all rights of creditors and all liens on or security interests in property of any of those constituent business entities shall be preserved unimpaired; and

(d) all debts, liabilities and duties of those constituent business entities shall attach to the Surviving Business Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

Section 10.6. Roll-Up Transaction or Public Listing. The Manager may at any time in its discretion cause the Company to:

(a) enter into a transaction or series of related transactions designed to cause all or a portion of the Company's assets and properties to be sold, transferred or contributed to, or convert the Company into, one or more alternative vehicles, through consolidation(s), merger(s) or other similar transaction(s) with other companies, some of which may be managed by the Manager, the Sponsor or its Affiliates (a "**Roll-Up Transaction**"); or

(b) list the Company's Shares (or securities issued in connection with any Roll-Up Transaction vehicle) on a national securities exchange.

In connection with a Roll-Up Transaction, Members may receive from the Roll-Up Transaction vehicle cash, stock, securities or other interests or assets of such vehicle, on such terms as the Manager deems fair and reasonable; *provided, however*, that the Manager shall be required to obtain approval of Members holding a majority of the Outstanding Common Shares if required by applicable laws or regulations. Any cash, stock, securities or other interests or assets received by the Company in a Roll-Up Transaction may be distributed to the Members in liquidation of their interests in the Company.

## ARTICLE XI

### **MEMBERS' VOTING POWERS AND MEETING**

Section 11.1. Voting. Common Shares shall entitle the Record Holders thereof to one vote per Share on any and all matters submitted to the consent or approval of Members generally. Except as otherwise provided in this Agreement or as otherwise required by law, the affirmative vote of the holders of not less than a majority of the Common Shares then Outstanding shall be required for all such other matters as the Manager, in its sole discretion, determines shall require the approval of the holders of the Outstanding Common Shares.

Section 11.2. Voting Powers. The holders of Outstanding Shares shall have the power to vote only with respect to such matters, if any, as may be required by this Agreement or the requirements of applicable regulatory agencies, if any. Outstanding Shares may be voted in person or by proxy. A proxy with respect to Outstanding Shares, held in the name of two or more Persons, shall be valid if executed by any one of them unless at or prior to exercise of the proxy the Company receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a Member shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

Section 11.3. Meetings. No annual or regular meeting of Members is required. Special meetings of Members may be called by the Manager from time to time for the purpose of taking action upon any matter requiring the vote or authority of the Members as herein provided or upon any other matter deemed by the Manager to be necessary or desirable. Written notice of any meeting of Members shall be given or caused to be given by the Manager in any form and at any time before the meeting as the Manager deems appropriate. Any Member may prospectively or retroactively waive the receipt of notice of a meeting.

Section 11.4. Record Dates. For the purpose of determining the Members who are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any distribution, or for the purpose of any other action, the Manager may from time to time close the transfer books for such period, not exceeding thirty (30) days (except at or in connection with the dissolution of the Company), as the Manager may determine; or without closing the transfer books the Manager may fix a date and time not more than ninety (90) days prior to the date of any meeting of Members or other action as the date and time of record for the determination of Members entitled to vote at such meeting or any adjournment thereof or to be treated as Members of record for purposes of such other action, and any Member who was a Member at the date and time so fixed shall be entitled to vote at such meeting or any adjournment thereof or to be treated as a Member of record for purposes of such other action, even though he or she has since that date and time disposed of his or her Shares, and no Member becoming such after that date and time shall be so entitled to vote at such meeting or any adjournment thereof or to be treated as a Member of record for purposes of such other action.

Section 11.5. Quorum and Required Vote. The holders of a majority of the Shares entitled to vote on any matter shall be a quorum for the transaction of business at a Members' meeting, but twenty-five percent (25%) shall be sufficient for adjournments. Any adjourned session or sessions may be held, within a reasonable time after the date set for the original meeting without the necessity of further notice. A majority of the Shares entitled to vote on any matter voted at a meeting at which a quorum is present shall decide any matters presented at the meeting, except when a different vote is required or permitted by any express provision of this Agreement.

Section 11.6. Action by Written Consent. Any action taken by Members may be taken without a meeting if Members entitled to cast a sufficient number of votes to approve the matter as required by statute or this Agreement, as the case may be consent to the action in writing. Such written consents shall be filed with the records of the meetings of Members. Such consent shall be treated for all purposes as a vote taken at a meeting of Members and shall bind all Members and their successors or assigns.

Section 11.7. Classes and Series. The references in this Article XI to meetings, quorum, voting and actions by written consent (and any related matters) of Members shall be understood to apply separately to individual classes or series of Members where the context requires.

## ARTICLE XII

### GENERAL PROVISIONS

Section 12.1. Addresses and Notices. Any notice, demand, request, report or proxy materials required or permitted to be given or made to a Member under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail, electronic mail or by other means of written communication to the Member at the address described below. Any notice, payment or report to be given or made to a Member hereunder shall be deemed conclusively to have been given or made, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been fully satisfied, upon sending of such notice, payment or report to the Record Holder of such Shares at his or her address (including email address) as shown on the records of the Company (or the Transfer Agent, if any), regardless of any claim of any Person who may have an interest in such Shares by reason of any assignment or otherwise. An affidavit or certificate of making of any notice, payment or report in accordance with the provisions of this Section 12.1 executed by the Company, the Transfer Agent (if any) or the mailing organization shall be prima facie evidence of the giving or making of such notice, payment or report. If any notice, payment or report addressed to a Record Holder at the address of such Record Holder appearing on the books and records of the Company (or the Transfer Agent, if any) is returned by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver it, or is returned by the email server with a message indicating that the email server is unable to deliver the email, such notice, payment or report and any subsequent notices, payments and reports shall be deemed to have been duly given or made without further mailing or emailing (until such time as such Record Holder or another Person notifies the Company (or the Transfer Agent, if any) of a change in his address (including email address)) if they are available for the Member at the principal office of the Company for a period of one year from the date of the giving or making of such notice, payment or report to the other Members. Any notice to the Company shall be deemed given if received by the Manager at the principal office of the Company designated pursuant to Section 2.3 or at the Company's principal email address for Member communications, [investments@fundrise.com](mailto:investments@fundrise.com). The Manager and its officers may rely and shall be protected in relying on any notice or other document from a Member or other Person if believed by it to be genuine.

Section 12.2. Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 12.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 12.4. Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 12.5. Creditors. None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Company.

Section 12.6. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

Section 12.7. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto or, in the case of a Person acquiring a Share, upon the execution of the subscription documents of such Share, and the acceptance of such subscription by the Manager.

Section 12.8. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without regard to principles of conflict of laws. Each Member (i) irrevocably submits to the non-exclusive jurisdiction and venue of any Delaware state court or U.S. federal court sitting in Wilmington, Delaware in any action arising out of this Agreement and (ii) consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

Section 12.9. Invalidity of Provisions. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

Section 12.10. Consent of Members. Each Member hereby expressly consents and agrees that, whenever in this Agreement it is specified that an action may be taken upon the affirmative vote or consent of less than all of the Members, such action may be so taken upon the concurrence of less than all of the Members and each Member shall be bound by the results of such action.

Section 12.11. Facsimile and Electronic Signatures. The use of facsimile or other electronic signatures affixed in the name and on behalf of the Transfer Agent, if any, on certificates or other documents (if uncertificated) representing Shares is expressly permitted by this Agreement.

Section 12.12. Assignment. This Agreement may not be assigned within the meaning of the Investment Advisers Act of 1940, as amended, by either the Company or the Manager without the prior written consent of the other party. The Company acknowledges and agrees that transactions that do not result in a change of actual control or management of the Manager shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisers Act of 1940, as amended, and/or relevant state law.

## ARTICLE XIII

### RESTRICTIONS ON TRANSFER AND OWNERSHIP OF SHARES

Section 13.1. Definitions. For the purpose of this Article XIII, the following terms shall have the following meanings:

“**Aggregate Ownership Limit**” shall mean not more than 9.8 percent (in value or in number of shares, whichever is more restrictive) of the aggregate of the Outstanding Shares, or such other percentage determined by the Manager in accordance with Section 13.9.

“**Beneficial Ownership**” shall mean ownership of Shares by a Person, whether the interest in the Shares is held directly or indirectly (including by a nominee), and shall include interests that would be treated as owned through the application of Sections 856(h)(1) and/or 544 of the Code, as modified by Sections 856(h)(1)(B) and 856(h)(3) of the Code, *provided, however*, that in determining the number of Shares Beneficially Owned by a Person, no Share shall be counted more than once. Whenever a Person Beneficially Owns Shares that are not actually outstanding (e.g., shares issuable upon the exercise of an option or the conversion of a convertible security) (“**Option Shares**”), then, whenever this Agreement requires a determination of the percentage of Outstanding Shares Beneficially Owned by such Person, the Option Shares Beneficially Owned by such Person shall also be deemed to be Outstanding. The terms “**Beneficial Owner**”, “**Beneficially Owns**” and “**Beneficially Owned**” shall have the correlative meanings.

“**Charitable Beneficiary**” shall initially mean the American Red Cross until such time as the Company designates one or more other beneficiaries of the Trust as determined pursuant to Section 13.11(f); *provided* that 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.

“**Common Share Ownership Limit**” shall mean not more than 9.8 percent (in value or in number of shares, whichever is more restrictive) of the aggregate of the Outstanding Common Shares, or such other percentage determined by the Manager in accordance with Section 13.9.

“**Constructive Ownership**” shall mean ownership of Shares by a Person, whether the interest in the 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. The terms “**Constructive Owner**”, “**Constructively Owns**” and “**Constructively Owned**” shall have the correlative meanings.

“**Excepted Holder**” shall mean a Person for whom an Excepted Holder Limit is created by this Agreement or by the Manager pursuant to Section 13.8.

“**Excepted Holder Limit**” shall mean, provided that the affected Excepted Holder agrees to comply with any requirements established by the Manager pursuant to Section 13.8 and subject to adjustment pursuant to Section 13.8, the percentage limit established by the Manager pursuant to Section 13.8.

“**Initial Date**” shall mean the date of the closing of the Initial Offering of the Company.

“**Initial Offering**” shall mean the first issuance and sale for cash of Common Shares of the Company to any Person other than an Affiliate of the Company pursuant to (i) a public offering registered under the Securities Act or (ii) a private offering or offering qualified, as applicable, in accordance with Rule 144A, Regulation A, Regulation D or Regulation S of the Securities Act.

“**Non-Transfer Event**” shall mean any event or other changes in circumstances other than a purported Transfer, including, without limitation, any change in the value of any Shares.

“**One Hundred Shareholders Date**” means the first day on which Shares are beneficially owned by 100 or more Persons within the meaning of Section 856(a)(5) of the Code.

“**Ownership Limits**” means the Aggregate Share Ownership Limit and the Common Share Ownership Limit.

“**Person**” shall mean, solely for the purposes of this Article XIII, an individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Sections 401(a) or 501(c)(17) 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 13(d)(3) of the Exchange Act and a group to which an Excepted Holder Limit applies.

“**Prohibited Owner**” shall mean with respect to any purported Transfer or Non-Transfer Event, any Person who, but for the provisions of Section 13.2, would Beneficially Own or Constructively Own Shares and, if appropriate in the context, shall also mean any Person who would have been the Record Holder of the Shares that the Prohibited Owner would have so owned.

“**Restriction Termination Date**” means the first day after the Initial Date on which the Manager determines in accordance with Section 7.1 that it is no longer in the best interests of the Company to continue to qualify as a REIT or that compliance with any of

the restriction and limitations on Beneficial Ownership, Constructive Ownership and Transfers of Shares set forth in this Article XIII is no longer required in order for the Company to qualify as a REIT.

“**Transfer**” shall mean 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 Beneficial Ownership or Constructive Ownership of Shares or the right to vote or receive distributions on Shares, or any agreement to take any such actions or cause any such events, including (a) the granting or exercise of any option (or any disposition of any option) or entering into any agreement for the sale, transfer or other disposition of Shares (or of Beneficial Ownership or Constructive Ownership of Shares), (b) any 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 (c) 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 “**Transferring**” and “**Transferred**” shall have the correlative meanings.

“**Trust**” shall mean any trust provided for in Section 13.11(a).

“**Trustee**” shall mean the Person that is unaffiliated with the Company or any Prohibited Owner, that is a “United States person” within the meaning of Section 7701(a)(30) of the Code and is appointed by the Company to serve as trustee of the Trust.

Section 13.2. Ownership Limitations. The provisions of this Article XIII shall be applicable as if the Company was a REIT, even if the Manager has not elected to have the Company qualify as a REIT, and shall remain in full force and effect until prior to the Restriction Termination Date:

(a) Basic Restrictions.

(i) (1) No Person, other than an Excepted Holder, shall Beneficially Own or Constructively Own Shares in excess of the Aggregate 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 for such Excepted Holder.

(ii) (1) 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 Company 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, unless otherwise allowed under Section 13.8(e)), and (2) 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 Company otherwise failing to qualify as a REIT (including, but not limited to, Beneficial Ownership or Constructive Ownership that (A) would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code or (B) would cause any income of the Company that would otherwise qualify as “rents from real property” for purposes of Section 856(d) of the Code to fail to qualify as such (including, but not limited to, as a result of causing any entity that the Company intends to treat as an “eligible independent contractor” within the meaning of Section 856(d)(9)(A) of the Code to fail to qualify as such), in either case causing the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

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42

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(iii) During the period commencing on the One Hundred Shareholders Date, any Transfer of Shares that, if effective, would result in the Shares being beneficially owned by fewer 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.

(b) Transfer in Trust. If any Transfer of Shares or Non-Transfer Event occurs which, if effective, would result in any Person Beneficially Owning or Constructively Owning Shares in violation of Section 13.2(a)(i) or (ii).

(i) then that number of Shares the Beneficial Ownership or Constructive Ownership of which otherwise would cause such Person to violate Section 13.2(a)(i) or (ii) (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 13.11, effective as of the close of business on the Business Day prior to the date of such Transfer or Non-Transfer Event, and such Person (or, if different, the direct or beneficial owner of such Shares) shall acquire no rights in such Shares (and shall be divested of its rights in such Shares); or

(ii) if the transfer to the Trust described in clause (i) of this sentence would not be effective for any reason to prevent the violation of Section 13.2(a)(i) or (ii), then the Transfer of that number of Shares that otherwise would cause any Person to violate Section 13.2(a)(i) or (ii) shall be void *ab initio*, and the intended transferee shall acquire no rights in such Shares.

Section 13.3. Remedies for Breach. If the Manager shall at any time determine in good faith that a Transfer or Non-Transfer Event has taken place that results in a violation of Section 13.2 or that a Person intends to acquire or has attempted to acquire Beneficial Ownership or Constructive Ownership of any Shares in violation of Section 13.2 (whether or not such violation is intended), the Manager shall take such action as it deems advisable to refuse to give effect to or to prevent such Transfer or Non-Transfer Event or otherwise prevent such violation, including, without limitation, causing the Company to redeem shares, refusing to give effect to such Transfer or Non-Transfer Event on the books of the Company or instituting proceedings to enjoin such Transfer or Non-Transfer Event; *provided, however*, that any Transfer or attempted Transfer or other event in violation of Section 13.2 (or Non-Transfer Event that results in a violation of Section 13.2) shall automatically result in the transfer to the Trust described above, and, where applicable, such Transfer (or Non-Transfer Event) shall be void *ab initio* as provided above irrespective of any action (or non-action) by the Manager. Nothing herein shall limit the ability of the Manager to grant a waiver as may be permitted under Section 13.8.

Section 13.4. 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 13.2(a) or any Person who would have owned Shares that resulted in a transfer to the Trust pursuant to the provisions of Section 13.2(b) shall immediately give written notice to the Company 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 Company such other information as the Company may request in order to determine the effect, if any, of such Transfer or Non-Transfer Event on the Company's qualification as a REIT.

Section 13.5. Owners Required To Provide Information. From the Initial Date and prior to the Restriction Termination Date:

(a) every owner of five percent or more (or such lower percentage as required by the Code or the U.S. Treasury Department regulations promulgated thereunder) of the Outstanding Shares, upon request following the end of each taxable year, shall give written notice to the Company stating the name and address of such owner, the number of Shares of each class and series Beneficially Owned and a description of the manner in which such Shares are held. Each such owner shall promptly provide to the Company in writing such additional information as the Company may request in order to determine the effect, if any, of such Beneficial Ownership on the Company's qualification as a REIT and to ensure compliance with the Ownership Limits; and

(b) each Person who is a Beneficial Owner or Constructive Owner of Shares and each Person (including the Member of record) who is holding Shares for a Beneficial Owner or Constructive Owner shall promptly provide to the Company in writing such information as the Company may request, in good faith, in order to determine the Company's qualification as a REIT and to comply with the requirements of any taxing authority or governmental authority or to determine such compliance.

Section 13.6. Remedies Not Limited. Subject to Section 7.1, nothing contained in this Article XIII shall limit the authority of the Manager to take such other action as it deems necessary or advisable to protect the Company and the interests of the Members in preserving the Company's qualification as a REIT.

Section 13.7. Ambiguity. In the case of an ambiguity in the application of any of the provisions of this Article XIII, the Manager shall have the power to determine the application of the provisions of this Article XIII with respect to any situation based on the facts known to it. In the event Article XIII requires an action by the Manager and this Agreement fails to provide specific guidance with respect to such action, the Manager shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of this Article XIII. Absent a decision to the contrary by the Manager (which the Manager may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 13.3) acquired or retained Beneficial Ownership or Constructive Ownership of Shares in violation of Section 13.2, such remedies (as applicable) shall apply first to the Shares which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such Shares based upon the relative number of the Shares held by each such Person.

Section 13.8. Exceptions.

(a) Subject to Section 13.2(a)(ii), the Manager, in its sole discretion, may exempt (prospectively or retroactively) a Person from the Aggregate Ownership Limit and/or the Common Share Ownership Limit, as the case may be, and may establish or increase an Excepted Holder Limit for such Person if the Manager determines, based on such representations and undertakings as it may require, that:

(i) subject to Section 13.8(e), such exemption will not cause the Beneficial Ownership or Constructive Ownership of Shares of the Company of any individual (as defined in Section 542(a)(2) of the Code as modified by Section 856(h)(3) of the Code) to violate Section 13.2(a)(ii); and

(ii) such Person does not and will not Constructively own an interest in a tenant (or a tenant of any entity owned or controlled by the Company) that would cause the Company to own, actually or Constructively, more than a 9.9% interest (as set forth in Section 856(d)(2)(B) of the Code) in such tenant (for this purpose, a tenant from whom the Company (or an entity owned or controlled by the Company) derives (and is expected to continue to derive) a sufficiently small amount of revenue such that, in the opinion of the Manager, rent from such tenant would not adversely affect the Company's ability to qualify as a REIT shall not be treated as a tenant of the Company).

(b) Prior to granting any exception pursuant to Section 13.8(a), the Manager may require a ruling from the Internal Revenue Service, or an Opinion of Counsel, in either case in form and substance satisfactory to the Manager in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's qualification as a REIT. Notwithstanding the receipt of any ruling or opinion, the Manager may impose such conditions or restrictions as it deems appropriate in connection with granting such exception or waiver or creating any Excepted Holder Limit.

(c) Subject to Section 13.2(a)(ii), an underwriter 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 Ownership Limit, 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 Manager may only reduce the Excepted Holder Limit for an Excepted Holder:

(i) with the written consent of such Excepted Holder at any time, or

(ii) 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 Common Share Ownership Limit or Aggregate Ownership Limit, as applicable.

(e) Subject to Section 13.2(a)(ii)(2), the Manager, in its sole discretion, may exempt an Excepted Holder from the limitations in Section 13.2(a)(ii)(1) and Section 13.2(a)(i) on Beneficial Ownership and/or Constructive Ownership of Shares that would result in the Company being "closely held" within the meaning of Section 856(h) of the Code (determined without regard to whether the ownership interest is held during the last half of a taxable year), but only during the first taxable year of the Company for which the Company elects to be a REIT under Section 856(c)(1) of the Code and/or during the first half of the Company's second taxable year for which the Company elects to be treated as a REIT under Section 856(c)(1) of the Code and only to the extent that such Beneficial Ownership and/or Constructive Ownership for such periods does not result in the Company failing to qualify as a REIT.

Section 13.9. Increase or Decrease in Aggregate Ownership and Common Share Ownership Limits.

(a) Subject to Section 13.2(a)(ii), the Manager may from time to time increase or decrease the Common Share Ownership Limit and the Aggregate Ownership Limit; *provided, however*, that any decreased Common Share Ownership Limit and/or Aggregate Ownership Limit will not be effective for any Person whose percentage ownership in Common Shares or Shares is in excess of such decreased Common Share Ownership Limit and/or Aggregate Ownership Limit until such time as such Person's percentage of Common Shares or Shares equals or falls below the decreased Common Share Ownership Limit and/or Aggregate Ownership Limit, but any further acquisition of Common Shares or Shares in excess of such percentage ownership of Common Shares or Shares will be in violation of the Common Share Ownership Limit and/or Aggregate Ownership Limit; and *provided further*, that any increased or decreased Common Share Ownership Limit and/or Aggregate Ownership Limit would not allow five or fewer Persons to Beneficially Own more than 49.9% in value of the Outstanding Shares .

(b) Prior to increasing or decreasing the Common Share Ownership Limit or the Aggregate Ownership Limit pursuant to Section 13.9(a), the Manager may require such opinions of counsel, affidavits, undertakings or agreements, in any case in form and substance satisfactory to the Manager in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's qualification as a REIT.

Section 13.10. Legend. Each certificate for Shares , if certificated, or any written statement of information in lieu of a certificate delivered to a holder of uncertificated Shares shall bear substantially the following legend:

“The shares represented by this certificate are subject to restrictions on Beneficial Ownership and Constructive Ownership and Transfer for the purpose, among others, of the Company's maintenance of its qualification as a real estate investment trust (“**REIT**”) under the Internal Revenue Code of 1986, as amended (the “**Code**”). Subject to certain further restrictions and except as expressly provided in the Second Amended and Restated Operating Agreement of Fundrise Equity REIT, LLC, as may be amended from time to time (the “**Operating Agreement**”), (i) no Person may Beneficially Own or Constructively Own Common Shares in excess of 9.8 percent (in value or number of shares, whichever is more restrictive) of the Outstanding Common Shares , unless such Person is exempt from such limitation or is an Excepted Holder (in which case the Excepted Holder Limit shall be applicable); (ii) no Person may Beneficially Own or Constructively Own Shares in excess of 9.8 percent (in value or number of shares, whichever is more restrictive) of the Outstanding Shares , unless such Person is exempt from such limitation or is an Excepted Holder (in which case the Excepted Holder Limit shall be applicable); (iii) no Person may Beneficially Own or Constructively Own Shares that would result in the Company 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 Company to fail to qualify as a REIT; and (iv) any Transfer of Shares that, if effective, would result in the Shares being beneficially owned by less than 100 Persons (as 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.

Any Person who Beneficially Owns or Constructively Owns or attempts to Beneficially Own or Constructively Own Shares which causes or will cause a Person to Beneficially Own or Constructively Own Shares in excess or in violation of the above limitations must immediately notify the Company and Transfer Agent (if any) or, in the case of such a proposed or attempted transaction, give at least 15 days prior written notice. If any of the restrictions on transfer or ownership as set forth in (i) through (iii) above are violated, the Shares in excess or in violation of the above limitations will be automatically transferred to a Trustee of a Trust for the benefit of one or more Charitable Beneficiaries. In addition, the Company may redeem Shares upon the terms and conditions specified by the Manager in its sole discretion if the Manager determines that ownership or a Transfer or other event may violate the restrictions described above. Furthermore, upon the occurrence of certain events, attempted Transfers in violation of the restrictions described in (i) through (iii) above may be void *ab initio*. All capitalized terms in this legend have the meanings defined in the Operating Agreement, a copy of which, including the restrictions on transfer and ownership, will be furnished to each holder of Shares on request and without charge. Requests for such a copy may be directed to the Manager at the Company's principal office.”

Instead of the foregoing legend, the certificate or written statement of information delivered in lieu of a certificate, if any, may state that the Company will furnish a full statement about certain restrictions on transferability to a Member on request and without charge.

Section 13.11. Transfer of Shares in Trust.

(a) Ownership in Trust. Upon any purported Transfer or other event described in Section 13.2(b) that would result in a transfer of Shares to a Trust, such Shares shall be deemed to have been transferred to the Trustee as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall 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 Trust pursuant to Section 13.2(b). The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company and any Prohibited Owner. Each Charitable Beneficiary shall be designated by the Company as provided in Section 13.11(f).

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47

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(b) Status of Shares Held by the Trustee. Shares held by the Trustee shall be issued and Outstanding Shares. The Prohibited Owner shall have no rights in the shares held by the Trustee. The Prohibited Owner shall not benefit economically from ownership of any Shares held in trust by the Trustee, shall have no rights to distributions and shall not possess any rights to vote or other rights attributable to the Shares held in the Trust.

(c) Distribution and Voting Rights. The Trustee shall have all voting rights and rights to distributions with respect to Shares held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any distribution paid prior to the discovery by the Company that the Shares have been transferred to the Trustee shall be paid by the recipient of such distribution to the Trustee upon demand and any distribution authorized but unpaid shall be paid when due to the Trustee. Any distribution so paid to the 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 Trust and, subject to Delaware law, effective as of the date that the Shares have been transferred to the Trust, the Trustee shall have the authority (at the Trustee's sole discretion) (i) to rescind as void any vote cast by a Prohibited Owner prior to the discovery by the Company that the Shares have been transferred to the Trustee and (ii) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; *provided, however*, that if the Company has already taken irreversible limited liability company action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding the provisions of this Article XIII, until the Company has received notification that Shares have been transferred into a Trust, the Company shall be entitled to rely on its share transfer and other Member records for purposes of preparing lists of Members entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of Members.

(d) Sale of Shares by Trustee. Within 20 days of receiving notice from the Company that Shares have been transferred to the Trust, the Trustee of the Trust shall sell the Shares held in the Trust to a person, designated by the Trustee, whose ownership of the Shares will not violate the ownership limitations set forth in Section 13.2(a). Upon such sale, the interest of the Charitable Beneficiary in the Shares sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Prohibited Owner and to the Charitable Beneficiary as provided in this Section 13.11(d). 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 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 Trust and (2) the price per Share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the Shares held in the Trust. The Trustee may reduce the amount payable to the Prohibited Owner by the amount of distributions which have been paid to the Prohibited Owner and are owed by the Prohibited Owner to the Trustee pursuant to Section 13.11(c). Any net sales proceeds in excess of the amount payable to the Prohibited Owner shall be immediately paid to the Charitable Beneficiary. If, prior to the discovery by the Company that Shares have been transferred to the Trustee, such Shares are sold by a Prohibited Owner, then (i) such Shares shall be deemed to have been sold on behalf of the 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 13.11(d), such excess shall be paid to the Trustee upon demand.

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48

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(e) Purchase Right in Shares Transferred to the Trustee. Shares transferred to the Trustee shall be deemed to have been offered for sale to the Company, 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 Trust (or, if the event that resulted in the Transfer to the 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 Trust) and (ii) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount

payable to the Trustee by the amount of distributions which has been paid to the Prohibited Owner and are owed by the Prohibited Owner to the Trustee pursuant to Section 13.11(c) and may pay the amount of such reduction to the Trustee for the benefit of the Charitable Beneficiary. The Company shall have the right to accept such offer until the Trustee has sold the Shares held in the Trust pursuant to Section 13.11(d). Upon such a sale to the Company, the interest of the Charitable Beneficiary in the Shares sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Prohibited Owner.

(f) Designation of Charitable Beneficiaries. By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that the Shares held in the Trust would not violate the restrictions set forth in Section 13.2(a) in the hands of such Charitable Beneficiary. Neither the failure of the Company to make such designation nor the failure of the Company to appoint the Trustee before its automatic transfer provided for in Section 13.2(b) shall make such transfer ineffective; *provided* that the Company thereafter makes such designation and appointment. The designation of a nonprofit organization as a Charitable Beneficiary shall not entitle such nonprofit organization to serve in such capacity and the Company may, in its sole discretion, designate a different nonprofit organization as the Charitable Beneficiary at any time and for any or no reason. Any determination by the Company with respect to the application of this Article XIII shall be binding on each Charitable Beneficiary.

Section 13.12. Enforcement. The Company is authorized specifically to seek equitable relief, including injunctive relief, to enforce the provisions of this Article XIII.

Section 13.13. Non-Waiver. No delay or failure on the part of the Company or its Manager in exercising any right hereunder shall operate as a waiver of any right of the Company or its Manager, as the case may be, except to the extent specifically waived in writing.

Section 13.14. Severability. If any provision of this Article XIII or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provisions shall be affected only to the extent necessary to comply with the determination of such court.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, this Agreement has been executed as of the date first written above.

**MANAGER:**

**FUNDRISE ADVISORS, LLC**

By: \_\_\_\_\_  
Name: Benjamin S. Miller  
Title: Chief Executive Officer

**INITIAL MEMBER:**

**RISE COMPANIES CORP.**

By: \_\_\_\_\_  
Name: Benjamin S. Miller  
Title: Chief Executive Officer

**[Signature Page to Second Amended and Restated Operating Agreement of Fundrise Equity REIT, LLC]**

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