

YS ST NOTES LLC
a Delaware Limited Liability Company

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Maximum Offering Amount: \$500,000,000

Minimum Investment Amount: \$5,000

90-DAY PROMISSORY NOTES

180-DAY PROMISSORY NOTES

NOVEMBER 25, 2020

YS ST NOTES LLC (the “**Company**”) is a Delaware limited liability company. The Company is hereby offering (the “**Offering**”) by means of this confidential private placement memorandum (this “**Memorandum**”) multiple series of 90-day promissory notes (“**90-Day Notes**”) and/or 180-day promissory notes (“**180-Day Notes**” and together with the 90-Day Notes, the “**Notes**”) for up to Five Hundred Million Dollars (\$500,000,000). (See “Terms of the Offering” below.) The Offering shall be made to accredited investors only. (See “Investor Suitability” below.) The manager of the Company is YieldStreet Management, LLC, a Delaware limited liability company, a registered investment advisor with the U.S. Securities and Exchange Commission (“**SEC**”) (the “**Manager**” or “**YS Management**”). The Notes are being offered through the online investment platform www.yieldstreet.com (the “**Platform**”) owned and operated by YieldStreet Inc., the Company’s sole owner (“**YieldStreet**”). Upon the maturity of the Notes, the Company may, but shall not be required to, offer Noteholders the opportunity to resubscribe, such that all or a portion of the principal amount of their Notes due at maturity would be reinvested in new Notes, in a new series, with a term, interest rate and frequency of interest payments, to be set forth in a Series Note Supplement (as defined below), which in each case may be the same or different than earlier series of Notes. In connection with any resubscription, the Company may, but shall not be required to, also offer Noteholders the opportunity to increase the amount of their subscription for the new series of Notes to an amount above the principal amount of their earlier Notes due upon maturity. (See “Terms of the Offering – Resubscription”). Yieldstreet or its affiliates (together with YieldStreet, “**YieldStreet Affiliates**”) may purchase a portion of each series of Notes in an amount to be set forth in the Series Note Supplement relating to such series of Notes. (See “Terms of the Offering – YieldStreet Affiliates Note Purchases”).

The proceeds from the sale of the Notes will be used to make senior or subordinated secured loans (“**Company Loans**”) from time to time to limited liability companies (each, an “**Asset Vehicle**”) which are or will be managed by the Manager. Each Asset Vehicle in turn will use the proceeds of the Company Loans to fund, make, acquire, originate, refinance and/or purchase loans and/or leases (the “**Underlying Loans**”) or to invest in loan participations (“**Participation Interests**”) or to acquire and/or purchase an interest in an equity interest issued by an issuer, or in an asset that generates or is capable of generating cash flow or in any other similar investment (or participation interest therein) as determined by the Manager in its sole discretion (“**Other Investments**” and together with Underlying Loans and Participation Interests, the “**Investments**”) in any industry as such Asset Vehicle may determine in the Manager’s sole discretion. The Company will generally only make Company Loans to Asset Vehicles at the time of and in connection with an Asset Vehicle, directly or indirectly, funding, making, acquiring, purchasing, originating, refinancing and/or investing in an Investment. In some cases, an Asset Vehicle may acquire an Investment with a combination of proceeds of a Company Loan and funds borrowed from a senior credit facility from a liquidity provider secured by the Investment (“**Leverage Facility**”) or, after an Asset Vehicle acquires an Investment with the proceeds of a Company Loan, such Asset Vehicle may borrow funds from a Leverage

Facility secured by such Investment. In any such event, the security interest of the Company in such Investment and the right of the Company to receive payments on account of such Company Loan may be subordinated to the security interest of such Leverage Facility and the prior payment of amounts due under such Leverage Facility. No Note or series of Notes will be directly associated with any particular Company Loan, Leverage Facility, Asset Vehicle or Investment, unless stated otherwise in a Series Note Supplement.

Examples of Underlying Loans the Asset Vehicles may elect to fund, make, acquire, originate, refinance and/or purchase include loans directly or indirectly secured by interests in real or personal property, automotive loans or leases, equipment loans or leases, corporate loans, receivable finance, litigation financing, purchase order financing, consumer loans, retail point of sale financing, marine finance such as shipping or container financing, asset based financing, loans secured by cash flow, working capital loans, short term loans, merchant cash advances, oil or gas loans, artwork financing or other asset based financing. Participation Interests may include purchasing a participation interest in Underlying Loans and/or a portfolio of Underlying Loans, advances or receivables. For purposes of this Memorandum, the term “Underlying Loans” shall include assignments of Underlying Loans to an Asset Vehicle. Examples of Other Investments the Asset Vehicles may elect to acquire and/or purchase include interests in accounts receivable, liens on and interests in real estate, equity interests in operating businesses, and any other assets as determined by the Adviser in its sole discretion.

The Company will issue multiple series of Notes on an ongoing basis. Each time the Company offers a series of Notes, the Company will prepare a supplement to this Memorandum (which will be posted on the Platform) with information about the applicable series of Notes for that series, which is referred to herein as a “**Series Note Supplement**”. Each Series Note Supplement will provide information about the specific series of Notes offered for sale, including the term, interest rate, frequency of interest payments and aggregate principal amount of the offering and the aggregate principal amount that may be purchased by YieldStreet Affiliates, each of which may be the same or different than earlier series of Notes, as well as any other relevant information relating to the Company and to the series of Notes then being offered on the Platform. Please be aware that the Manager may plan on offering promotions and incentives to investors. Investors who have received or will receive these promotions or incentives may invest in this offering, even if such promotions or incentive were not available to all investors at the time of their investment. By way of example only, such promotions or incentives may include a higher rate of interest on the Notes for a specific series for the first noteholders of such series investing up to a certain aggregate amount, with other noteholders of such series receiving a lower rate of interest.

The Notes are debt obligations of the Company that will be secured by all of the assets of the Company, which are expected to consist of Company Loans as well as any cash held by the Company (collectively, the “**Collateral**”). A Noteholder who seeks to invest in Notes shall receive a promissory note issued pursuant to an Amended and Restated Indenture dated as of December 10, 2019 (the “**Indenture**”) between the Company and Delaware Trust Company, as trustee (the “**Trustee**”).

The Trustee shall act as the secured party with respect to the Collateral for itself and for the ratable benefit of the Noteholders. The Company shall be required pursuant to the terms of the Indenture to file a UCC-1 financing statement to perfect the Trustee’s security interest in Collateral (such as the Company Loans) that can be perfected by filing a UCC-1 financing statement. Any funds belonging to the Company shall be held in a deposit account at Esquire Bank, National Association (“**Esquire Bank**”) in which the Trustee shall have a perfected security interest pursuant to an account control agreement dated as of April 17, 2019 (the “**Account Control Agreement**”) among the Trustee, Esquire Bank and the Company. Upon the occurrence and continuance of an “**Event of Default**” (as defined in the Indenture) relating to bankruptcy or insolvency of the Company, the Notes shall become immediately due and payable and the Trustee shall become the paying agent for the Notes. Upon the occurrence and continuance of any other Event of Default, Noteholders representing at least 30% of the principal amount of all series of Notes outstanding may direct the Trustee to accelerate all the Notes. In addition, under such circumstances, the Trustee will have the right, but not the obligation, to become paying agent for the Notes. If the Company does not repay the

accelerated Notes, the Trustee at the written direction of Noteholders representing at least 30% of the principal amount of all series of Notes outstanding shall pursue any available remedies to collect the payment of the Notes and exercise any and all rights as a secured party under the Uniform Commercial Code. (See “General Terms of the Indenture” below.)

An investment in the Company’s debt is subject to a variety of restrictions as detailed in this Memorandum, the Subscription Agreement and the Note. (See “Note and Indenture” below.) The Manager will not receive compensation from the Company for acting as manager thereof, but is subject to several conflicts of interest, including, without limitation, its affiliate relationship with the Company. (See “Risk Factors” and “Conflicts of Interest” below.) Prospective investors should understand and consider that material federal income tax risks exist associated with investing in the Notes. (See “Certain U.S. Federal Income Tax Considerations” below.)

This Offering shall be conducted on an ongoing and “best efforts” basis. The Offering will continue subject to the sole and absolute discretion of the Company to shorten or extend the offering period. No minimum offering amount has been set.

CERTAIN TERMS OF THE OFFERING

	Price to Noteholders ¹	Selling Commissions ²	Company Proceeds
Amount to be Raised Per Note	\$5,000	\$0	\$5,000
Minimum Investment Amount	\$5,000	\$0	\$5,000
Maximum Offering Amount ³	\$500,000,000	\$0	\$500,000,000

1. The minimum purchase per investor is Five Thousand Dollars (\$5,000) (“**Minimum Investment Amount**”); however, the Company reserves the right, in its sole and absolute discretion, to accept subscriptions in a lesser amount or to require a higher amount. The Company may, at its sole and absolute discretion, at any time during the period of the Offering, increase or decrease the Minimum Investment Amount.

2. Notes will be offered and sold directly by the Company via the Platform. No commissions for selling Notes will be paid to the Company, Manager or the Company’s or Manager’s respective officers or employees. While Notes are expected to be offered and sold directly by the Company, the Manager and their respective officers and employees, the Company or Manager reserves the right in its sole discretion to offer and sell Notes through the services of independent broker/dealers or third-party registered investment advisers who are member firms of the Financial Industry Regulatory Authority. Qualified broker/dealers may be entitled to receive commissions for referring potential investors to the Company. The amount and nature of any commissions payable to broker/dealers and/or registered investment advisers is expected to vary in specific instances and would be agreed on a case-by-case basis.

3. Assumes sale or ownership of the maximum offering amount of Five Hundred Million Dollars (\$500,000,000) (“**Maximum Offering Amount**”). It is possible that the Company will sell less than the Maximum Offering Amount but more than the Minimum Investment Amount. The Company may, at its sole and absolute discretion, at any time during the period of the Offering, increase or decrease the Maximum Offering Amount.

NOTICES TO INVESTORS

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM OR ANY SERIES NOTE SUPPLEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THIS OFFERING IS MADE IN RELIANCE ON AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION PROVIDED BY SECTION 4(A)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), RULE 506(C) OF REGULATION D AND ANY OTHER APPLICABLE EXEMPTION FROM THE SECURITIES ACT. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE

MERITS AND RISKS INVOLVED.

THIS OFFERING IS HIGHLY SPECULATIVE AND AN INVESTMENT IN THE NOTES INVOLVES A HIGH DEGREE OF RISK THAT MAY NOT BE SUITABLE FOR ALL PERSONS. ONLY THOSE INVESTORS WHO CAN AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT SHOULD PARTICIPATE IN THE INVESTMENT. (SEE "RISK FACTORS" BELOW.) THIS OFFERING IS OPEN ONLY TO INVESTORS WHO QUALIFY AS "ACCREDITED INVESTORS" UNDER RULE 501 OF REGULATION D UNDER THE SECURITIES ACT. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANY PERSON EXCEPT THOSE PARTICULAR PERSONS WHO SATISFY THE SUITABILITY STANDARDS DESCRIBED HEREIN.

THE SALE OF NOTES COVERED BY THIS MEMORANDUM HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT IN RELIANCE UPON THE EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS SET FORTH IN SECTION 4(A)(2) OF THE SECURITIES ACT AND RULE 506(C) OF REGULATION D THEREUNDER. THESE SECURITIES HAVE NOT BEEN QUALIFIED OR REGISTERED IN ANY STATE IN RELIANCE UPON THE EXEMPTIONS FROM SUCH QUALIFICATION OR REGISTRATION UNDER STATE LAW. THESE SECURITIES ARE "RESTRICTED SECURITIES" AND MAY NOT BE RESOLD OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT COVERING DISPOSITION OF SUCH NOTES IS THEN IN EFFECT OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

THERE IS NO PUBLIC MARKET FOR THE NOTES AND NONE IS EXPECTED TO DEVELOP IN THE FUTURE. ANY SUMS INVESTED IN THE COMPANY ARE ALSO SUBJECT TO SUBSTANTIAL RESTRICTIONS UPON WITHDRAWAL AND TRANSFER. THE NOTES OFFERED HEREBY SHOULD BE PURCHASED ONLY BY INVESTORS WHO HAVE NO NEED FOR LIQUIDITY IN THEIR INVESTMENT. INVESTORS SHOULD BE MADE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF AUTHORIZED PERSONS INTERESTED IN THE OFFERING. IT CONTAINS CONFIDENTIAL INFORMATION AND MAY NOT BE DISCLOSED TO ANYONE OTHER THAN AUTHORIZED PERSONS SUCH AS ACCOUNTANTS, FINANCIAL PLANNERS OR ATTORNEYS RETAINED FOR THE PURPOSE OF RENDERING PROFESSIONAL ADVICE RELATED TO AN EVALUATION OF AN INVESTMENT IN THE NOTES OFFERED HEREIN. IT MAY NOT BE REPRODUCED, DIVULGED OR USED FOR ANY OTHER PURPOSE UNLESS WRITTEN PERMISSION IS OBTAINED FROM THE COMPANY.

NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THAT INFORMATION AND THOSE REPRESENTATIONS SPECIFICALLY CONTAINED IN THIS MEMORANDUM; ANY OTHER INFORMATION OR REPRESENTATIONS SHOULD NOT BE RELIED UPON. ANY PROSPECTIVE PURCHASER OF THE NOTES WHO RECEIVES ANY OTHER INFORMATION OR REPRESENTATIONS SHOULD CONTACT THE COMPANY IMMEDIATELY TO DETERMINE THE ACCURACY OF SUCH INFORMATION OR REPRESENTATIONS. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALES HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY OR IN THE INFORMATION SET FORTH HEREIN SINCE THE DATE OF THIS MEMORANDUM SET FORTH ABOVE.

PROSPECTIVE PURCHASERS SHOULD NOT REGARD THE CONTENTS OF THIS MEMORANDUM OR ANY OTHER COMMUNICATION FROM THE COMPANY AS A SUBSTITUTE FOR CAREFUL AND INDEPENDENT TAX AND FINANCIAL PLANNING. EACH

POTENTIAL INVESTOR IS ENCOURAGED TO CONSULT WITH HIS, HER OR ITS OWN INDEPENDENT LEGAL COUNSEL, ACCOUNTANT AND OTHER PROFESSIONALS WITH RESPECT TO THE LEGAL AND TAX ASPECTS OF THIS INVESTMENT AND WITH SPECIFIC REFERENCE TO HIS, HER OR ITS OWN TAX SITUATION, PRIOR TO SUBSCRIBING FOR THE NOTES.

THE NOTES ARE OFFERED SUBJECT TO PRIOR SALE, AND TO WITHDRAWAL OR CANCELLATION OF THE OFFERING WITHOUT NOTICE. THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTIONS IN WHOLE OR IN PART FOR ANY OR NO REASON.

THE COMPANY WILL MAKE AVAILABLE TO ANY PROSPECTIVE INVESTOR AND HIS, HER OR ITS ADVISORS THE OPPORTUNITY TO ASK QUESTIONS AND RECEIVE ANSWERS CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, THE COMPANY OR ANY OTHER RELEVANT MATTERS, AND TO OBTAIN ANY ADDITIONAL INFORMATION TO THE EXTENT THAT THE COMPANY POSSESSES SUCH INFORMATION.

THIS OFFERING INVOLVES SIGNIFICANT RISKS WHICH ARE DESCRIBED IN DETAIL HEREIN. THE MANAGER AND ITS AFFILIATES ARE SUBJECT TO CERTAIN CONFLICTS OF INTEREST DESCRIBED IN DETAIL HEREIN. PROSPECTIVE PURCHASERS OF NOTES SHOULD READ THIS MEMORANDUM CAREFULLY AND IN ITS ENTIRETY.

THE INFORMATION CONTAINED IN THIS MEMORANDUM HAS BEEN SUPPLIED BY THE COMPANY. THIS MEMORANDUM CONTAINS SUMMARIES OF DOCUMENTS NOT CONTAINED IN THIS MEMORANDUM, BUT ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCES TO THE ACTUAL DOCUMENTS. COPIES OF DOCUMENTS REFERRED TO IN THIS MEMORANDUM ARE AVAILABLE TO QUALIFIED PROSPECTIVE INVESTORS ON THE PLATFORM.

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NASAA UNIFORM LEGEND

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE MADE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR RESIDENTS OF FLORIDA. THE SECURITIES REFERRED TO HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE HOLDER IN A TRANSACTION EXEMPT UNDER § 517.061 OF THE FLORIDA SECURITIES ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL FLORIDA RESIDENTS SHALL HAVE THE PRIVILEGE OF VOIDING THE PURCHASE WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT OR WITHIN THREE DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER.

NOTICE TO ALL NON-U.S. INVESTORS GENERALLY

THE DISTRIBUTION OF THIS MEMORANDUM AND THE OFFER AND SALE OF NOTES IN CERTAIN JURISDICTIONS OUTSIDE THE UNITED STATES MAY BE RESTRICTED BY LAW. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR SOLICITATION OF AN OFFER TO BUY IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. PROSPECTIVE NON-U.S. INVESTORS SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS AND THE TAX CONSEQUENCES WITHIN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE, DOMICILE AND PLACE OF BUSINESS WITH RESPECT TO THE ACQUISITION, HOLDING OR DISPOSAL OF THE NOTES OFFERED HEREBY, AND ANY FOREIGN EXCHANGE OR OTHER NON-U.S. RESTRICTIONS THAT MAY BE RELEVANT THERETO. THIS MEMORANDUM DOES NOT ADDRESS INTERNATIONAL LAWS, RULES OR REGULATIONS (INCLUDING, WITHOUT LIMITATION, TAXATION, SECURITIES AND/OR INVESTMENT LAWS, RULES OR REGULATIONS OF ANY FOREIGN JURISDICTION).

IRS CIRCULAR 230 NOTICE

PURSUANT TO U.S. INTERNAL REVENUE SERVICE CIRCULAR 230, THE STATEMENTS SET FORTH HEREIN WITH RESPECT TO FEDERAL TAX ISSUES, AS DEFINED BELOW, WERE NOT INTENDED NOR WRITTEN TO BE USED, AND SUCH STATEMENTS CANNOT BE USED BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING ANY PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER UNDER THE U.S. INTERNAL REVENUE CODE. SUCH STATEMENTS WERE WRITTEN TO SUPPORT THE MARKETING OF THE NOTES OR MATTERS ADDRESSED HEREIN.

IT IS POSSIBLE THAT ADDITIONAL ISSUES MAY EXIST THAT WOULD AFFECT THE FEDERAL TAX TREATMENT OF AN INVESTMENT IN THE NOTES AND THE STATEMENTS CONTAINED HEREIN DO NOT CONSIDER OR PROVIDE ANY CONCLUSIONS WITH RESPECT TO SUCH ADDITIONAL ISSUES. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR. A "FEDERAL TAX ISSUE" IS A QUESTION CONCERNING THE FEDERAL TAX TREATMENT OF ANY ITEM OF INCOME, GAIN, LOSS, DEDUCTION OR CREDIT, THE EXISTENCE OR ABSENCE OF A TAXABLE TRANSFER OF PROPERTY, OR THE VALUE OF PROPERTY FOR PURPOSES OF ANY TAX IMPOSED BY OR PURSUANT TO THE INTERNAL REVENUE CODE. (SEE "CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS" BELOW.)

SUMMARY OF THE OFFERING

The following information is only a brief summary of, and is qualified in its entirety by, the detailed information appearing elsewhere in this Memorandum. This Memorandum, together with the Series Note Supplement (made available to prospective investors on the Platform) should be carefully reviewed by investors in their entirety before any investment decision is made. Taken together with this Memorandum, the Indenture, any supplemental indenture (if any) and the form of Note, the Series Note Supplement will contain the authoritative description of any series of Notes offered by the Company.

THE COMPANY	<p>YS ST NOTES LLC is a Delaware limited liability company. The Company is located at 300 Park Avenue, 15th Floor, New York, New York 10022. The Company is offering by means of this Memorandum multiple series of Notes on a "best efforts" and ongoing basis to qualified investors who meet the investor suitability standards as set forth herein. (See "Investor Suitability" below.)</p> <p>As further described in this Memorandum, the Company has been organized to issue the Notes and use the proceeds to make Company Loans to Asset Vehicles that in turn will use such proceeds to, directly or indirectly, fund, make, acquire, originate, refinance, purchase and/or invest in Investments.</p> <p>YS Management will serve as the Manager of the Company and will also serve as the manager of each Asset Vehicle. The Manager has advised the Company that it is the intention of the Asset Vehicles to repay the Company Loans from the proceeds of (i) offerings on the Platform of equity interests in the Asset Vehicles or promissory notes issued by the parent of the Asset Vehicles, as the case may be or (ii) the sale, liquidation, transfer, refinancing or other disposition of any Investments held by such Asset Vehicles. Until the remittance of such proceeds to the Asset Vehicles, payments received by the Company from the Company Loans will be used to pay interest and, at maturity, principal on the Notes.</p> <p>YieldStreet has advised the Company that it may, but shall not be required to, make a capital contribution or advance funds to the</p>
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	<p>Company necessary to pay principal and interest on the Notes in the event payments from the Company Loans are insufficient to support payments of principal and interest under the Notes when due and payable. For the avoidance of doubt, this shall in no way be construed as YieldStreet providing any guarantee in respect of payment of principal and interest on the Notes.</p>
CONFLICTS OF INTEREST	<p>The Manager will not receive compensation for its services to the Company for acting as manager thereof, but is subject to several conflicts of interest, including, without limitation, its affiliate relationship with the Company. (See “Risk Factors” and “Conflicts of Interest”).</p>
MATURITY	<p>90-Day Notes of each series will have a term of ninety (90) calendar days and will mature ninety (90) calendar days after the date on which the Notes of such series are first made available for investment on the Platform.</p> <p>180-Day Notes of each series will have a term of one hundred and eighty (180) calendar days and will mature one hundred and eighty (180) calendar days after the date on which the Notes of such series are first made available for investment on the Platform.</p> <p>The maturity of any series of Notes offered will be set forth in the Series Note Supplement.</p>
RESUBSCRIPTION	<p>Upon the maturity of the Notes, the Company may, but shall not be required to, offer Noteholders the opportunity to resubscribe, such that all or a portion of the principal amount of their Notes due at maturity would be reinvested in new Notes, in a new series, with a term, interest rate and frequency of interest payments, to be set forth in a Series Note Supplement (as defined below), which in each case may be the same or different than earlier series of Notes. In connection with any resubscription, the Company may also offer Noteholders the opportunity to increase the amount of their subscription for the new series of Notes above the principal amount of their earlier Notes due upon maturity. In the event the Company elects to offer this resubscription right, the Company will give notice to the Noteholders as follows:</p> <p><u>90-Day Notes:</u> Not less than fifty (50) calendar days prior to the maturity of 90-Day Notes, the Company will give holders of 90-Day Notes notice, which notice may be made in electronic form, of the opportunity to resubscribe. Within five (5) calendar days after such notice (or within such other period as specified in the applicable notice), each holder of a 90-Day Note must notify the Company of its election to resubscribe. To the extent a holder of a 90-Day Note elects to resubscribe, a new 90-Day Note will be issued to such holder upon maturity of the original 90-Day Note and such new 90-Day Note will mature ninety (90) calendar days hereafter (subject to any further resubscription at the discretion of</p>

	<p>the Manager), which date shall be set forth in the related Series Note Supplement. To the extent a holder of 90-Day Notes elects not to resubscribe or fails to respond to the Company’s notice, principal and accrued and unpaid interest on such 90-Day Note will be paid at maturity.</p> <p><u>180-Day Notes:</u> Not less than sixty-five (65) calendar days prior to the maturity of 180-Day Notes, the Company will give holders of 180-Day Notes notice, which notice may be made in electronic form, of the opportunity to resubscribe. Within five (5) calendar days after such notice (or within such other period as specified in the applicable notice), each holder of a 180-Day Note must notify the Company of its election to resubscribe. To the extent a holder of a 180-Day Note elects to resubscribe, a new 180-Day Note will be issued to such holder upon maturity of the original 180-Day Notes and such new 180-Day Note will mature one hundred and eighty (180) calendar days thereafter (subject to any further resubscription at the discretion of the Manager), which date shall be set forth in the related Series Note Supplement. To the extent a holder of 180-Day Notes elects not to resubscribe or fails to respond to the Company’s notice, principal and accrued and unpaid interest on such 180-Day Note will be paid at maturity.</p> <p>Further, the Company may offer Noteholders multiple successive resubscription opportunities. The Company is under no obligation to offer Noteholders resubscription opportunities and may allow the Notes to mature in accordance with their terms.</p> <p>This Memorandum as supplemented by a Series Note Supplement shall also serve as a confidential private placement memorandum with respect to each resubscription or new subscription of a series of new Notes.</p>
INTEREST	<p>The outstanding principal amount of Notes will bear interest at a fixed rate to be set forth in the applicable Series Note Supplement and will be payable as set forth in the applicable Series Note Supplement.</p>
SECURITY INTEREST	<p>The Notes are debt obligations of the Company that will be issued pursuant to an Amended and Restated Indenture dated as of December 10, 2019 (the “<i>Indenture</i>”) between the Company and Delaware Trust Company, as trustee (the “<i>Trustee</i>”). Pursuant to the Indenture, the Notes will be secured by all of the assets of the Company, which are expected to consist of Company Loans, other related assets and any funds held by the Company (collectively, the “<i>Collateral</i>”). While the Manager has advised the Company that the Company Loans will be secured by the Investments, the Notes will not be secured by the Investments. However, as generally the Company will only make Company Loans to Asset Vehicles at the time of and in connection with an Asset Vehicle making, acquiring or investing in an Investment and as the terms of the Company Loans are intended to substantially match the</p>

	<p>terms of the Investment, to the extent the Investment is in default, it is likely that the associated Company Loan will be in default. However, as no Note or series of Notes will be directly associated with any particular Company Loan, Leverage Facility, Asset Vehicle, or Investment, except as may otherwise be provided in the Series Note Supplement, a default on a particular Company Loan does not necessarily mean that the Notes of any series will be in default as there may be other Company Loans still performing.</p> <p>The Trustee shall act as the secured party with respect to the Collateral for itself and for the ratable benefit of the Noteholders. The Company shall be required pursuant to the terms of the Indenture to file a UCC-1 financing statement to perfect the Trustee's security interest in the Collateral that can be perfected by the filing of a UCC-1 financing statement. Any funds belonging to the Company shall be held in a deposit account at Esquire Bank in which the Trustee shall have a perfected security interest pursuant to an account control agreement dated as of April 17, 2019 (the "<i>Account Control Agreement</i>") among the Trustee, Esquire Bank and the Company. Upon the occurrence and continuance of an "Event of Default" (as defined in the Indenture) relating to bankruptcy or insolvency of the Company, the Notes shall become immediately due and payable and the Trustee shall become the paying agent to distribute payments to Noteholders pursuant to the terms of the Notes. Upon the occurrence and continuance of any other Event of Default, Noteholders representing at least 30% of the principal amount of all series of Notes outstanding may direct the Trustee to accelerate the Notes. In addition, under such circumstances, the Trustee will have the right, but not the obligation, to become paying agent to distribute payments to Noteholders pursuant to the terms of the Notes. If an Event of Default occurs and is continuing (and regardless as to whether or not the Notes have been accelerated or otherwise), the Trustee, only at the written direction of Noteholders representing at least 30% of the principal amount of all Notes outstanding, shall pursue such available remedy as may be specified by such Noteholders to (a) collect the payment of the Notes and (b) exercise any and all rights as a secured party under the UCC, which may include sale of the Company Loans. (See "General Terms of the Indenture" below).</p>
SUITABILITY STANDARDS	<p>The Notes are offered exclusively to certain individuals, Keogh plans, individual retirement accounts and other qualified investors who meet certain minimum standards of income and/or net worth. Each Noteholder must execute a Subscription Agreement whether in connection with an initial subscription or a resubscription, making certain representations and warranties to the Company, including such purchaser's qualifications as an "Accredited Investor" as defined by the SEC in Rule 501(a) of Regulation D, prior to being allowed to purchase Notes in this Offering. (See</p>

	“Investor Suitability” below.)
OFFERING OF NOTES	<p>The Company will be offering a maximum of Five Hundred Million Dollars (\$500,000,000) of Notes (the “<i>Maximum Offering Amount</i>”).</p> <p>The minimum investment amount for the Notes is Five Thousand Dollars (\$5,000) (the “<i>Minimum Investment Amount</i>”); <i>provided, however</i>, the Company reserves the right, in its sole and absolute discretion, to accept subscriptions in a lesser amount or to require a higher amount. In addition, the Company may, at its sole and absolute discretion, at any time during the period of the Offering, increase or decrease the Minimum Investment Amount. The Company intends to limit the Offering of Notes as further set forth below. (See “Terms of the Offering” below.)</p>
YIELDSTREET AFFILIATE NOTE PURCHASES	YieldStreet Affiliates may purchase a portion of each series of Notes offered on the Platform in an amount to be set forth in the Series Note Supplement relating to such series. The Notes to be purchased by YieldStreet Affiliates will be identical to the Notes purchased by all other Noteholders, except that during a Principal Payment Failure Period or upon the occurrence and continuance of an Event of Default, Yieldstreet Affiliates will only get paid on account of their Notes after all of the other Noteholders have been paid interest, including any Additional Interest, and principal in full.
PREPAYMENT	The Company may prepay all or a portion of any Note before the maturity of the Note in the Company’s sole and absolute discretion. The Company will not incur any penalties for prepaying any Note at any time.
USE OF PROCEEDS	The Company plans to use the proceeds from the sale of the Notes to directly or indirectly make Company Loans from time to time to Asset Vehicles. The Asset Vehicles in turn will use the proceeds of Company Loans to fund, make, acquire, originate, refinance, purchase and/or invest in Investments as it may determine in the Manager’s sole discretion.
NO LIQUIDITY	There is no public market for the Notes and none is expected to develop. Additionally, there are substantial restrictions on any transferability of Notes. (See “Risk Factors – General Investment Risks” below.)
CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES	See “Certain U.S. Federal Income Tax Considerations” below.

FORWARD LOOKING STATEMENTS

This Memorandum contains forward-looking statements that involve substantial risks and uncertainties. All statements, other than statements of historical facts, included in this Memorandum regarding our investments, our strategy, future operations, future financial position, future revenue, projected costs, prospects, plans, objectives of management and expected market growth are forward-looking statements. Noteholders should not rely on forward-looking statements in this Memorandum because they are inherently uncertain. We use words such as “anticipated,” “projected,” “forecasted,” “estimated,” “prospective,” “believes,” “expects,” “plans,” “future,” “intends,” “should,” “can,” “could,” “might,”

“potential,” “continue,” “may,” “will,” and similar expressions to identify these forward-looking statements. Noteholders should not place undue reliance on these forward-looking statements, which may apply only as of the date of this Memorandum. We have included important factors in the cautionary statements included in this Memorandum, particularly in the “Risk Factors” section, that could cause actual results or events to differ materially from forward-looking statements contained in this Memorandum.

There are a number of important factors that could cause actual results or events to differ materially from those indicated in the forward-looking statements, including, among other things: (i) the performance of the Notes, which, in addition to being speculative investments, are not guaranteed or insured; (ii) the Company’s ability to attract investors to the Platform with respect to Notes offered to investors on the Platform; (iii) the Asset Vehicle’s ability to sell, liquidate, transfer, refinance or otherwise dispose of any Investments held by such Asset Vehicle; (iv) the impact of future economic conditions on the performance of the Notes; (v) the Company’s compliance with applicable local, state and federal law, including the Investment Advisers Act of 1940, the Investment Company Act of 1940 and other laws; (vi) the Company’s compliance with applicable regulations and regulatory developments or court decisions affecting its business; (vii) the lack of a public trading market for the Notes and the lack of any trading platform on which investors can resell the Notes; and (viii) the other risks discussed under the “Risk Factors” section of this Memorandum.

There may also be other factors that could cause our actual results to differ materially from the forward-looking statements in this Memorandum. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements. You should carefully read the factors described in this Memorandum for a description of certain risks that could, among other things, cause actual results to differ from these forward-looking statements. We do not assume any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

TERMS OF THE OFFERING

This Offering is made to a limited number of qualified investors to invest in Notes that are issued by the Company. These Notes will generally have the features described below. The brief summary of the features of the Notes provided below is qualified in its entirety by the terms and provisions of the Indenture and the actual Notes for each series. In the event of any conflict between the short summary presented below and the actual terms and provisions of the Indenture and the actual Notes for a series, the latter shall govern.

PROSPECTIVE INVESTORS SHOULD CAREFULLY READ THE TERMS AND PROVISIONS OF THE INDENTURE AND NOTES IN THEIR ENTIRETY AND EXPRESSLY WAIVE ANY CAUSE OF ACTION OR CLAIM ASSERTING THAT HE, SHE OR IT RELIED ON THE SUMMARY OF THE INDENTURE AND NOTES DESCRIBED BELOW IN LIEU OF, OR IN CONTRAINDICATION TO, THE TERMS AND PROVISIONS OF THE INDENTURE AND ACTUAL NOTES.

The Notes and the Indenture - General

On December 10, 2019, the Company and Delaware Trust Company, as Trustee, entered into the Indenture. The Indenture contains provisions that define your rights under the Notes. In addition, the Indenture governs the obligations of the Company under the Notes. The terms of the Notes include those stated in the Indenture (including the form of Note attached to the Indenture). The Indenture is governed by the laws of the State of New York.

General Terms of the Notes

The Notes will be denominated in U.S. dollars and will be issued in series under the Indenture. The Indenture does not limit the aggregate principal amount of Notes that the Company can issue under the Indenture. In addition, the Indenture does not contain any provisions that limit the Company's ability to incur indebtedness in addition to the Notes.

(1) Form. The Company will issue the Notes only in registered, electronic form through www.yieldstreet.com. In other words, each Note will be recorded in the Note register maintained by the Company on the Platform. A Noteholder may view a record of the Notes such Noteholder owns and the form of its Notes online and print copies for their records by visiting such Noteholder's secure, password-protected account on the Platform. The Company will not issue physical certificates for the Notes. Investors will be required to hold their Notes through the Company's electronic Note register. The Note, Indenture and the Subscription Agreement will be electronically executed by the Company and each will be made available to the Noteholder on the Platform in downloadable format. The website provides various forms of customer support should the investor have any questions about the mechanics of investing or navigation on www.yieldstreet.com.

(2) Term. 90-Day Notes of each series will have a term of ninety (90) calendar days and will mature ninety (90) calendar days after the date on which the Notes of such series are first made available for investment on the Platform, which date shall be set forth in the related Series Note Supplement. 180-Day Notes of each series will have a term of one hundred and eighty (180) calendar days and will mature one hundred and eighty (180) calendar days after the date on which the Notes of such series are first made available for investment on the Platform, which date shall be set forth in the related Series Note Supplement.

(3) Resubscription.

Upon the maturity of the Notes, the Company may, but shall not be required to, offer Noteholders the opportunity to resubscribe, such that all or a portion of the principal amount of their Notes due at maturity would be reinvested in new Notes, in a new series, with a term, interest rate and frequency of interest payments, to be set forth in a Series Note Supplement (as defined below), which in each case may be the same or different than earlier series of Notes. In connection with any resubscription, the Company may also offer Noteholders the opportunity to increase the amount of their subscription to the new series of Notes above the principal amount of their earlier Notes due upon maturity. In the event the Company elects to offer this right to resubscription, the Company will give notice to the Noteholders as follows:

90-Day Notes: Not less than fifty (50) calendar days prior to the maturity of 90-Day Notes, the Company will give holders of 90-Day Notes notice, which notice may be made in electronic form, of the opportunity to resubscribe. Within five (5) calendar days after such notice (or within such other period as specified in the applicable notice), each holder of a 90-Day Note must notify the Company of its election to resubscribe. To the extent a holder of a 90-Day Note elects to resubscribe, a new 90-Day Note will be issued to such holder upon maturity of the original 90-Day Note and such new 90-Day Note will mature ninety (90) calendar days thereafter, which date shall be set forth in the related Series Note Supplement (subject to further resubscription at the discretion of the Manager). To the extent a holder of 90-Day Note elects not to resubscribe or fails to respond to the Company's notice, principal and accrued and unpaid interest on such 90-Day Note will be paid at maturity.

180-Day Notes: Not less than sixty-five (65) calendar days prior to the maturity of 180-Day Notes, the Company will give holders of 180-Day Notes notice, which notice may be made in electronic

form, of the opportunity to resubscribe. Within five (5) calendar days after such notice (or within such other period as specified in the applicable notice), each holder of a 180-Day Note must notify the Company of its election to resubscribe. To the extent a holder of a 180-Day Note elects to resubscribe, a new 180-Day Note will be issued to such holder upon maturity of the original 180-Day Note and such new 180-Day Note will mature one hundred and eighty (180) calendar days thereafter, which date shall be set forth in the related Series Note Supplement (subject to further resubscription at the discretion of the Manager). To the extent a holder of 180-Day Notes elects not to resubscribe or fails to respond to the Company's notice, principal and accrued and unpaid interest on such 180-Day Note will be paid at maturity.

The Company may offer Noteholders multiple successive resubscription opportunities. However, the Company is under no obligation to offer Noteholders any resubscription opportunity and may allow the Notes to mature in accordance with their terms.

This Memorandum as supplemented by a Series Note Supplement shall also serve as a confidential private placement memorandum with respect to each resubscription or new subscription of a series of new Notes.

(4) Interest.

The Notes will bear interest at a fixed rate to be set forth in the applicable Series Note Supplement and will be payable as set forth in the applicable Series Note Supplement. The Notes of the same series may bear a different rate of interest based on certain incentives or promotions.

(5) Collateral.

The Notes are debt obligations of the Company that will be issued pursuant to the Indenture and will be secured by all of the assets of the Company, which are expected to consist of Company Loans, other related assets and funds held by the Company.

While the Manager has advised the Company that the Company Loans will be secured by the Investments, the Notes will not be secured by the Investments. However, as generally the Company will only make Company Loans to Asset Vehicles at the time of and in connection with an Asset Vehicle making an Investment and as the terms of the Company Loans are intended to substantially match the terms of the Investment, to the extent the Investment is in default, it is likely that the associated Company Loan will be in default. However, as no Note or series of Notes will be directly associated with any particular Company Loan, Leverage Facility, Asset Vehicle or Investment, a default on a particular Company Loan does not necessarily mean that the Notes of any series will be in default as there may be other Company Loans still performing.

The Trustee shall act as the secured party with respect to the Collateral for itself and for the ratable benefit of the Noteholders. The Company shall be required pursuant to the terms of the Indenture to file a UCC-1 financing statement to perfect the Trustee's security interest in the Collateral that can be perfected by the filing of a UCC-1 financing statement. Any funds belonging to the Company shall be held in a deposit account at Esquire Bank in which the Trustee shall have a perfected security interest pursuant to the Account Control Agreement.

(6) Prepayment Ability by Company; No Noteholder Redemption. The Company may (in its sole and absolute discretion) prepay the Notes early at any time for any reason (or no reason) without any prepayment premium or penalty. A Noteholder shall not have the right to demand the redemption of his, her or its Note prior to the maturity of the Note.

(7) Risk Priority; Events of Default. Upon dissolution of the Company, in any liquidation proceeding Noteholders would generally be paid prior to any members of the Company but after

senior, secured or preferred creditors of the Company, which may include, without limitation, a credit facility from a bank or financial institution, and other secured creditors. Thereafter, the remaining assets will be distributed to the members of the Company on a *pro-rata* basis, or as otherwise provided by applicable law. The Notes will not have the benefit of a sinking fund.

The Indenture provides that an Event of Default occurs upon the Company's failure to make payments pursuant to, and in accordance with, the terms of the Note after specified grace periods, bankruptcy, insolvency, civil or criminal judgments for fraud and any other events of default specified with respect to a specific series of Notes. If an Event of Default occurs as a result of the bankruptcy or insolvency of the Company the Notes will become accelerated and immediately due and payable. In the case of any other Event of Default, the Notes will become accelerated and immediately due and payable at the direction of Noteholders representing at least 30% of the principal amount of all Notes outstanding. If an Event of Default occurs and is continuing (and regardless as to whether or not the Notes have been accelerated or otherwise), the Trustee, only at the written direction of Noteholders representing at least 30% of the principal amount of all Notes outstanding, shall pursue such available remedy as may be specified by such Noteholders to (a) collect the payment of the Notes and (b) exercise any and all rights as a secured party under the UCC, which may include sale of the Company Loans. Upon the occurrence and continuance of the Company's bankruptcy or insolvency, the Trustee will also become paying agent under the Note. Upon the occurrence and continuance of any other Event of Default, the Trustee will have the right, but not the obligation, to become paying agent under the Note. (See "General Terms of the Indenture" below.) To the extent the Trustee becomes paying agent the Company will cause to be furnished to the Trustee the most recent information available to the Company of the names and contact information of Noteholders of each series of Notes, and (ii) regarding the principal and interest amounts due to the Noteholders of each series of Notes. To the extent the Trustee requests such information from and is provided such information by Esquire Bank, the Company, Esquire Bank and the Trustee have agreed, on their behalf and on behalf of the Noteholders and any third-party beneficiaries, that Esquire Bank will have no liability at law or in equity related, directly or indirectly, to such information that it provides to the Trustee. The Trustee shall sign an agreement with Esquire Bank related to Esquire Bank's duty to provide the Trustee with the Noteholder information discussed above upon the Trustee succeeding the Company as paying agent upon the occurrence of an Event of Default, including releasing Esquire Bank from any liability in connection with the providing of such information. The Trustee shall be entitled to conclusively rely on any such information and shall not be liable with respect to the use of any such information.

General Terms of the Indenture

The Indenture constitutes a legally binding and enforceable agreement entered into between the Company and the Trustee pursuant to which, among other things (a) the Notes are issued by the Company in accordance with terms set forth in the Indenture and the Notes; (b) the Company grants a security interest in the Collateral to the Trustee for itself and for the ratable benefit of the Noteholders of each series of Notes, subject to certain restrictions set forth in greater detail in the Note and the Indenture; (c) the Trustee has the right to take control of the Collateral upon the occurrence and continuance of an Event of Default; (d) the Company shall file UCC-1 financing statements to perfect the security interest of the Trustee, acting as secured party for the ratable benefit of the Noteholders, in the Collateral that can be perfected by the filing of a UCC-1 financing statement; and (e) the Company shall serve as the initial payment agent to hold and distribute payments to the Noteholders in accordance with the terms of their respective Notes; *provided* that upon the occurrence and continuance of a Company bankruptcy or insolvency-related Event of Default the Trustee shall act as paying agent and distribute payments to Noteholders. Upon the occurrence and continuance of any other Event of Default, the Trustee will have the right, but not the obligation, to become paying agent under the Note. The Trustee may exercise its legal rights to the Collateral only if an Event of Default has occurred under the Indenture.

The Indenture may be updated, amended or supplemented from time to time in accordance with the terms of the Indenture (as amended from time to time). Amended, updated or supplemental indentures will be

executed by the Trustee and/or the Company (as applicable) and made available to the applicable Noteholders on the Platform.

The Indenture provides that the Trustee shall be required to keep all information obtained by it from the Company (including without limitation the names and addresses of Noteholders) strictly confidential and may not disclose such information with any third-party, except as required by law or regulation or use such information other than for the purpose of fulfilling its duties under the Indenture.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than a majority in aggregate principal amount of each series of Notes at the time outstanding other than Notes held by YieldStreet Affiliates, evidenced as provided in the Indenture, to execute supplemental indentures adding any provisions to, or changing in any manner or eliminating any of the provisions of, the Indenture or of any indenture supplemental thereto or modifying in any manner the rights of the holder of a Note under the Indenture. However, no such supplemental indenture may: (1) modify any provision that establishes whether the threshold for actions by holders of Notes have been met or that lists the priority of repayment upon a Principal Payment Failure Default or an Event of Default, (2) change the stated maturity of the principal of, or any installment of principal or interest on, a Note, or reduce the principal amount thereof or the rate of interest thereon that would be due and payable upon a declaration of acceleration of maturity thereof or change the place of payment where, or change the coin or currency in which, any installment of principal and interest on any Note is payable or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof, (3) reduce the percentage in principal amount of the outstanding Notes, the consent of whose holders is required for any such amendment or supplemental indenture, or the consent of whose holders is required for any waiver (of compliance with certain provisions of the indenture or certain defaults thereunder and their consequences) with respect to the Notes, or (4) modify any of the provisions of the Indenture relating to “waiver of past defaults”, “rights of holders to receive payment” or “supplemental indentures with consent of holders”, except to increase the percentage of outstanding Notes required for such actions to provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the holder of each outstanding Note.

The Indenture also contains provisions permitting the holders of at least a majority in aggregate principal amount of the Notes at the time outstanding, on behalf of the holders of all the Notes, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent by the holder of a Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such holder and upon all future holders and owners of the Note and any Notes that may be issued upon the registration of transfer thereof or, irrespective of whether or not any notation thereof is made upon the Note or other such Notes.

Notes held or purchased by the Company or its affiliates, including YieldStreet Affiliates, are considered “outstanding” for purposes of the Indenture but are not counted in determining whether the threshold for actions by holders have been met unless such Notes held by the Company or its affiliates are pledged and the pledgee establishes to the satisfaction of the Trustee that it is not an affiliate of the Company.

The Indenture prohibits the Company from consolidating with or merging into another business entity or conveying, transferring or leasing its properties and assets substantially as an entirety to any business entity, unless: (1)(a) the Company is the continuing corporation or limited liability company after such consolidation, merger or sale of assets or (b)(i) the surviving or acquiring entity is a U.S. corporation, limited liability company, partnership or trust and (ii) it expressly assumes the Company’s obligations with respect to the outstanding Notes by executing a supplemental indenture; (2) immediately after giving effect to the transaction, no default shall have occurred or be continuing; and (3) the Company has delivered to the Trustee an officers’ certificate stating that the transaction, and if a supplemental indenture is required in connection with such transaction, such supplemental indenture, complies with the Indenture and all conditions precedent relating to such transaction have been complied with.

Under the terms of the Indenture, any of the following events will constitute an Event of Default on all series of outstanding Notes: (1) the Company's failure to make required payments of interest on any series of Notes on the applicable due date therefor and the continuance of such failure to pay for ten (10) Business Days (as defined below); (2) the Company's failure to make required payments of principal on any series of Notes on the applicable maturity date thereof and the continuance of such failure to pay for eighty-five (85) calendar days (such grace period with respect to a particular series of Notes, a "**Principal Payment Failure Period**"); (3) certain specified events relating to the Company's bankruptcy, insolvency or reorganization; (4) a final decision by a court of competent jurisdiction shall have determined that the Company has committed criminal or civil fraud; or (5) any other Event of Default that is specifically provided with respect to a series of Notes. "**Business Day**" means any day other than a Saturday or Sunday, Rosh Hashanah (both days), Yom Kippur, Sukkot (first two (2) days), Shmini Atzeret, Simchat Torah, Passover (first two (2) days and last two (2) days), Shavuot (both days) or any other day upon which "work" is prohibited under Jewish law, or a day on which the ACH System is closed or a day on which commercial banks in New York, New York or Wilmington, Delaware are authorized or required to close.

During a Principal Payment Failure Period with respect to a particular series of Notes, the Company shall be required to pay the holders of Notes of such series additional interest in an amount equal to two percent (2%) per annum on the outstanding principal balance of their Notes ("**Additional Interest**") until the principal amount of such series of Notes shall have been paid in full.

During any Principal Payment Failure Period for a particular series of Notes, any funds available to the Company shall be used *first* to pay interest and Additional Interest due on all series of Notes outstanding on a *pari passu* basis, *second* to repay principal on the series of Notes subject to the Principal Payment Failure Period, and *thereafter* to repay principal on the remaining series of Notes, in each case other than the Notes held by YieldStreet Affiliates. During any Principal Payment Failure Period, Yieldstreet Affiliates will only get paid on account of their Notes after all of the other Noteholders have been paid interest, Additional Interest and principal in full.

Upon the occurrence and during the continuance of an Event of Default, the Company shall be required to pay Additional Interest to holders of all outstanding series of Notes.

Upon the occurrence and during the continuance of an Event of Default, any funds available to the Company shall be used first to pay interest and Additional Interest due on all series of Notes outstanding on a *pari passu* basis. Thereafter any available funds shall be used to repay principal on all series of Notes outstanding on a *pari passu* basis unless the Company failed to repay principal on the stated maturity date of a particular series of Notes, in which case the principal on that series of Notes would be repaid prior to the principal of all other series of Notes. Upon the occurrence and during the continuance of an Event of Default, YieldStreet Affiliates will only get paid on account of their Notes after all of the other Noteholders have been paid interest, Additional Interest and principal in full.

If an Event of Default related to the Company's bankruptcy or insolvency occurs and is continuing, then the stated principal amount of all outstanding Notes shall become due and payable immediately without any act by the Trustee or any holder of Notes and the Trustee shall become the paying agent to distribute payments to Noteholders pursuant to the terms of the Notes. Upon the occurrence and continuance of any other Event of Default, Noteholders representing at least 30% of the principal amount of all Notes outstanding may direct the Trustee to accelerate the Notes and the Trustee will have the right, but not the obligation, to become paying agent to distribute payments to Noteholders pursuant to the terms of the Notes. If an Event of Default occurs and is continuing (and regardless as to whether or not the Notes have been accelerated or otherwise), the Trustee, only at the written direction of Noteholders representing at least 30% of the principal amount of all Notes outstanding, shall pursue such available remedy as may be specified by such Noteholders to (a) collect the payment of the Notes and (b) exercise any and all rights as a secured party under the UCC, which may include sale of the Company Loans.

The holders of at least a majority in aggregate principal amount of all series of outstanding Notes, by notice to the Trustee (and without notice to any other holder of Notes), may on behalf of the holders of all Notes waive an existing default with respect to the Notes, except (1) a default in the payment of amounts due in respect of the Notes or (2) a default in respect of a provision of the Indenture that cannot be amended without the consent of each holder affected by such waiver. When a default is permanently and irrevocably waived, it is deemed cured, but no such waiver shall extend to any subsequent or other default or impair any consequent right.

A Noteholder may not institute a suit against the Company for enforcement of such holder's rights under the Indenture or pursue any other remedy with respect to the Indenture or the Notes unless: (1) such Noteholder gives the Trustee written notice stating that an Event of Default has occurred and is continuing; (2) the Noteholders of at least a majority in aggregate principal amount of the outstanding Notes make a written request to the Trustee to pursue the remedy; (3) such Noteholder or Noteholders offer to the Trustee security or indemnity satisfactory to it against any loss, liability or expense satisfactory to the Trustee; (4) the Trustee does not comply with the request within 60 days after receipt of the notice, the request and the offer of security or indemnity; and (5) the Noteholders of at least a majority in aggregate principal amount of the outstanding Notes do not give the Trustee a direction inconsistent with such request during such 60-day period.

The Indenture provides that Noteholders may not use the Indenture to prejudice the rights of any other Noteholder or to obtain a preference or priority over any other Noteholder (but the Trustee has no affirmative duty to determine whether or not any such actions or forbearances are unduly prejudicial to such other Noteholders). The Indenture further provides that Noteholders may not use the Indenture to obtain confidential information relating to other Noteholders that is either unnecessary to pursue a remedy under the Indenture or would be prejudicial to the privacy rights of other Noteholders or prejudicial to the business of the Company.

The Indenture will generally cease to be of any further effect with respect to the Notes if (1) all of the Notes (with certain limited exceptions) have been delivered for cancellation or (2) all Notes not previously delivered for cancellation have become due and payable or will become due and payable within 90 calendar days or 180 calendar days, as applicable, and the Company has deposited with the Trustee as trust funds the entire amount sufficient to pay at maturity all of the amounts due with respect to those Notes. In either case, the Company must also pay or cause to be paid all other sums payable under the Indenture by it and deliver to the Trustee an officers' certificate stating that all conditions precedent to the satisfaction and discharge of the Indenture have been complied with. The Indenture does not contain any provisions for legal or covenant defeasance of the Notes.

Principal Payment Failure Period

During any Principal Payment Failure Period for a particular series of Notes, the Manager may sell, liquidate, transfer, refinance or otherwise dispose of Company Loans or take such other action it deems necessary or advisable to cause the repayment of the outstanding principal amount of such particular series of Notes. Further, the Manager, who is also the manager of the Asset Vehicles, shall use its commercially reasonable efforts to cause sufficient Asset Vehicles to which the Company has made Company Loans to (i) offer on the Platform equity interests in such Asset Vehicles or promissory notes issued by such Asset Vehicles' parents, as the case may be or (ii) sell, liquidate, transfer, refinance or otherwise dispose of any Investments held by such Asset Vehicles, in each case of an amount equal to the outstanding principal amount of such particular series of Notes.

Maximum Offering Amount

The Maximum Offering Amount of this Memorandum is Five Hundred Million Dollars (\$500,000,000).

The maximum gross proceeds will be the Maximum Offering Amount which will comprise, subject to adjustments as described elsewhere in this Memorandum, the total capitalization of the Company. This Offering may, however, be terminated at the sole discretion and option of the Company at any time before the Maximum Offering Amount is received hereunder.

Any monies raised during this Offering may be immediately used by the Company as and when received. The Company has no obligation to complete the Offering or to close the Offering before using any raised in this Offering.

Minimum Investment Amount

The Minimum Investment Amount is Five Thousand Dollars (\$5,000). The Company may, at its sole and absolute discretion, at any time during the period of the Offering, increase or decrease the Minimum Investment Amount or to accept subscriptions or resubscriptions in a lesser amount or to require a higher amount.

YieldStreet Affiliates Note Purchases

YieldStreet Affiliates may purchase a portion of each series of Notes offered on the Platform in an amount to be set forth in the Series Note Supplement relating to such series. The Notes to be purchased by YieldStreet Affiliates will be identical to the Notes purchased by all other Noteholders, except that during a Principal Payment Failure Period or upon the occurrence and continuance of an Event of Default, Yieldstreet Affiliates will only get paid on account of their Notes after all of the other Noteholders have been paid interest, including any Additional Interest, and principal in full.

How to Subscribe

To subscribe with the Company and purchase Notes, a prospective investor must meet certain eligibility and suitability standards, some of which are set forth below (See “Investor Suitability”). Additionally, a prospective investor must execute a Subscription Agreement accessed by the prospective investor via the Platform, together with providing ACH debits or wire transfers in the amount of the purchase price payable to the Company. Furthermore, to the extent the investor has established an account in its name at Evolve Bank & Trust (“**Evolve Bank**”), an FDIC insured bank (or any successor to Evolve Bank the Company may contract with), through the Platform, which we refer to as the investor’s “**YieldStreet Wallet**,” subscription payments may be made from funds already available in the investor’s YieldStreet Wallet at the time the subscription is submitted to the Company or may be deposited by the investor into its YieldStreet Wallet at the time of subscription via ACH debit from another account maintained by the investor. The Company will withdraw an investor’s subscription payment held in its YieldStreet Wallet upon acceptance of its subscription. By executing the Subscription Agreement via electronic signature on the Platform, an investor makes certain representations and warranties upon which the Company will rely in accepting subscriptions. **CAREFULLY READ AND EXECUTE THE SUBSCRIPTION AGREEMENT.**

How to Resubscribe

To resubscribe with the Company and purchase new Notes in a new series, a Noteholder must continue to meet certain eligibility and suitability standards, some of which are set forth below (See “Investor Suitability”). Additionally, a Noteholder seeking to resubscribe must execute a new Subscription Agreement accessed by the Noteholder via the Platform and indicate the principal amount for which it wishes to resubscribe, which amount may be all or a portion of the principal amount due on the Note upon its maturity or an increased amount if offered by the Company, which may be accepted in whole or in part in the sole and absolute discretion of the Company. To the extent the Company accepts the Noteholder’s resubscription amount tendered (whether it be all or a portion of such principal amount or increased amount), such Noteholder must provide ACH debits or wire transfers equal to such resubscription amount

accepted by the Company payable to the Company or the Company will withdraw such amount from the investor's YieldStreet Wallet or a combination of both. By executing the Subscription Agreement via electronic signature on the Platform, a Noteholder makes certain representations and warranties upon which the Company will rely in accepting the resubscription. **CAREFULLY READ AND EXECUTE THE SUBSCRIPTION AGREEMENT.**

Subscription Agreements

The Company reserves the sole and absolute right to reject any subscription or resubscription tendered for any reason or no reason, or to accept it in part only. (See "Use of Proceeds" below.) Subscription Agreements are non-cancelable and irrevocable by the Noteholder and subscription and/or resubscription funds are non-refundable for any reason, except with the express written consent of the Company or as expressly set forth herein or in the Subscription Agreement. In the case of an original subscription, if accepted by the Company, an investor shall become a Noteholder only when (i) the Company countersigns the Subscription Agreement; (ii) the Company has verified that the investor is an "accredited investor"; (iii) the Company has withdrawn the Noteholder's subscription payment held in its YieldStreet Wallet or deposited the Noteholder's payment of the purchase price for the Notes with the Company and such funds have cleared or a combination of both; and (iv) the Company has issued and executed the Note. In the case of a resubscription for new Notes of a new series, if accepted by the Company, a Noteholder shall become a Noteholder of such new Notes only when (i) the Company countersigns the Subscription Agreement; (ii) the Company has verified that such Noteholder is an "accredited investor"; (iii) the Company has withdrawn the Noteholder's resubscription payment held in its YieldStreet Wallet or deposited resubscription payment for the new Notes with the Company and such funds have cleared or a combination of both; and (iv) the Company has issued and executed the new Note.

Restrictions on Transfer of Notes; Form and Registration

The Notes are not being registered under the Securities Act. The Notes may not be sold or transferred unless they are registered under the Securities Act and the applicable securities laws of any appropriate jurisdiction, or unless exemptions from such registration requirements are available. Accordingly, the Notes will not be listed on any securities exchange, nor does the Company have plans to establish any kind of trading platform to assist investors who wish to sell their Notes. There is no public market for the Notes, and none is expected to develop. Accordingly, investors may be required to hold the Notes for an indefinite period of time.

As a condition to this Offering, restrictions have been placed upon the ability of Noteholders to resell or otherwise transfer any Notes purchased hereunder. Specifically, no Noteholder may resell or otherwise transfer any Notes without the satisfaction of certain conditions designed to ensure compliance with applicable tax and securities laws including, without limitation, the requirement that certain legal opinions be provided to the Company with respect to such matters and the requirement that any transfer of shares to a transferee does not violate any state or federal securities laws.

To the extent required by applicable law or in the sole and absolute discretion of the Company, legends shall be placed on all instruments or certificates evidencing ownership of the Notes stating that the Notes have not been registered under the Securities Act and setting forth limitations on resale, and notations regarding these limitations shall be made in the appropriate records of the Company with respect to all Notes offered through this Offering. The Company may (1) impose a reasonable administrative fee for any registration of transfer or exchange, which fee shall be described on the Platform and may be changed or waived from time to time and (2) require payment of a sum sufficient to pay all taxes, assessments or other governmental charges that may be imposed in connection with the transfer of the Notes from the Noteholder requesting such transfer.

Notes will be electronically executed by the Company to evidence a loan from the Noteholder to the Company. The Company will issue the Notes only in registered, electronic form through

www.yieldstreet.com. In other words, each Note will be stored on the Platform. A Noteholder may view a record of the Notes such Noteholder owns and its Notes online and print copies for their records by visiting such Noteholder's secure, password-protected account on the Platform. The Company will not issue physical certificates for the Notes. Investors will be required to hold their Notes through the Company's electronic Note register. The Company will treat Noteholders in whose names the Notes are registered as the owners thereof for the purpose of receiving payments and for all other purposes.

INVESTOR SUITABILITY

This investment is appropriate only for investors who have no need for immediate liquidity in their investments, and who have adequate means of providing for their current financial needs, obligations and contingencies, even if such investment results in a total loss. Investment in the Notes involves a degree of risk and is suitable only for an investor whose business and investment experience, either alone or together with a purchaser representative, renders the investor capable of evaluating every risk of the proposed investment. **CAREFULLY READ THE "RISK FACTORS" SECTION OF THIS MEMORANDUM IN ITS ENTIRETY.**

Each Noteholder subscribing for Notes or resubscribing for new Notes will be required to represent that he, she, or it is purchasing for his, her, or its own account for investment purposes and not with a view to resale or distribution. The Company will sell Notes to an unlimited number of "Accredited Investors" only. To qualify as an "Accredited Investor" an investor must meet ONE of the following conditions:

1. Any natural person who had an individual income in excess of Two Hundred Thousand Dollars (\$200,000) in each of the two most recent years or joint income with that person's spouse in excess of Three Hundred Thousand Dollars (\$300,000) in each of those years and who has a reasonable expectation of reaching the same income level in the current year;
2. Any natural person whose individual net worth or joint net worth, with that person's spouse, at the time of their purchase exceeds One Million Dollars (\$1,000,000.00) (excluding the value of such person's primary residence);
3. Any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
4. Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

6. Any director or executive officer, or manager of the Company, or any director, executive officer, general partner or manager of the Manager;
7. Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 506(b)(2)(ii) of the Code; or
8. Any entity in which all the equity owners are Accredited Investors.

A prospective investor or Noteholder resubscribing will be required to produce evidence (via the Platform or otherwise) of its accredited status to the reasonable satisfaction of the Company. Every investor or Noteholder resubscribing is required to cooperate in the Company's steps and methods used to verify its "accredited investor" status, which could include providing documentation, such as W-2s, tax returns, bank and brokerage statements, credit reports and the like, before being permitted to invest or resubscribe in the Offering. The Company may use differing or varied verification steps or methods for each investor or Noteholder resubscribing as the facts and circumstances surrounding any particular investor's financial situation would likely be different from any other investor or Noteholder resubscribing.

USE OF PROCEEDS

The Company plans to use the proceeds from the sale of the Notes to make Company Loans from time to time to Asset Vehicles. The Asset Vehicles in turn will use the proceeds of Company Loans to, directly or indirectly, fund, make, acquire, originate, refinance, purchase and/or invest in Investments as it may determine in the Manager's sole discretion. Accordingly, the Company does not plan to close this Offering or raise any set amount of proceeds before accepting subscriptions and resubscriptions (in the sole and absolute discretion of the Company) and utilizing funds advanced to the Company by Noteholders.

In the event that an Asset Vehicle makes or acquires an Investment with a combination of proceeds of a Company Loan and funds borrowed from a Leverage Facility or, in the event that after an Asset Vehicle makes or acquires an Investment with the proceeds of a Company Loan, such Asset Vehicle borrows funds from a Leverage Facility secured by such Investment, the security interest of the Company in such Investment and the right of the Company to receive payments on account of such Company Loan may be subordinated to the security interest of such Leverage Facility and the prior payment of amounts due under such Leverage Facility. If the security interest of the Company and the Company's right to receive payments on account of a Company Loan are subordinated, the Company and the provider of such Leverage Facility will enter into an intercreditor or subordination agreement that will provide, among other things, agreements with respect to their respective rights to the collateral securing the Company Loan and such Leverage Facility, payment priorities, payment blockage periods and enforcement standstill periods. See "Risk Factors - If Investments are acquired using leverage, the Company's security interest in such Investments may be subordinated to a leverage provider and the Noteholders indirect benefit from such security interest will be correspondingly subordinated."

PLAN OF DISTRIBUTION

The Notes will be offered by the Company only through the online website platform operated by its parent company YieldStreet Inc. at www.yieldstreet.com.

MANAGEMENT OF THE COMPANY

The Company has not been separately represented by independent legal counsel in its formation or in the dealings with its Manager. As such, Noteholders must rely on the good faith and integrity of the Company's

officers, directors and affiliates to act in accordance with the terms and conditions of this Offering.

The Company's operating agreement provides that the officers and directors will not have any liability to the Company for losses resulting from errors in judgment or other acts or omissions unless they are guilty of gross negligence or willful misconduct or breach of the operating agreement. The operating agreement also provides that the Company will indemnify the Manager against liability and related expenses (including, without limitation, legal fees and costs) incurred in dealing with the Company, Noteholders, or third parties as long as no gross negligence or willful misconduct or breach of the operating agreement on the part of the Manager is involved. Therefore, Noteholders may have a more limited right of action than they would have absent these provisions in the operating agreement. A successful indemnification of the Manager or any litigation that may arise in connection with the Company's indemnification thereof could deplete the assets of the Company.

INVESTORS ARE URGED TO CAREFULLY READ THE TERMS OF THE INDENTURE, THE NOTE AND THIS MEMORANDUM IN THEIR ENTIRETY.

It is the position of the SEC that indemnification for liabilities arising from, or out of, a violation of federal securities law is void as contrary to public policy. However, indemnification will be available for settlements and related expenses of lawsuits alleging securities law violations if a court approves the settlement and indemnification, and also for expenses incurred in successfully defending such lawsuits if a court approves such indemnification.

KEY PERSONNEL

The Manager is currently managed by the directors and officers listed below. The Manager or the Company may hire additional officers, directors and employees once sufficient resources have been acquired to support the costs for such positions. The following individuals comprise certain key officers, directors and employees of the Manager as of the date of this Memorandum:

Milind Mehere, *Chief Executive Officer*

Mr. Mehere is the Chief Executive Officer of YieldStreet responsible for overall strategy and day-to-day operations. Prior to co-founding YieldStreet in January 2015, Mr. Mehere co-founded Yodle, which was acquired by web.com (Nasdaq: WEB) for \$342 million in March 2016. During time at Yodle from 2006 to 2014, Mr. Mehere created and lead several departments, including General Manager of Canada where he built a team of over 200 people, Vice President of Business Development & Channel Sales and Vice President of Client Management & Operations. Previously, Mr. Mehere held various leadership roles at OATSystems (acquired by Checkpoint Systems CKP) and i2 Technologies (acquired by JDA Software).

Michael Weisz, *President and Chief Investment Officer*

Mr. Weisz is a co-founder and the President of YieldStreet. He is responsible for corporate strategy and direction, investment strategy, and sourcing and facilitating a network of Originators at YieldStreet. Mr. Weisz is a co-founder of Soli Capital, a specialty finance lender and investor with a focus on litigation finance and has served as its Chief Investment Officer since 2013. From 2009 to 2013, Mr. Weisz was Vice President at a New York-based credit opportunities hedge fund with \$1.2 billion under management. Mr. Weisz and his team specialized in asset-based loan transactions between \$5 million and \$25 million with a niche in financing transactions for litigation and similar matters. During his career, Mr. Weisz has managed over approximately \$2 billion in transactions. He brings with him 10 years of investment experience. Mr. Weisz graduated with a B.S. in Finance from Touro College.

Hrishi Dixit, *Chief Technology Officer*

Mr. Dixit serves as the Chief Technology Officer for YieldStreet. He has been involved with YieldStreet since early 2015, helping build out the base technology platform for its April 2015 launch, and serving as a formal advisor for two years before coming on board as CTO. Prior to YieldStreet, Mr. Dixit was the Founding CTO of LearnVest, a New York based financial planning startup acquired by Northwestern Mutual in 2015 for over \$300 million. He also co-founded, and serves as an advisor for, Wellsbi, an early stage digital health startup. Mr. Dixit was also the co-founder of Gordian Labs, a boutique software development and consulting firm that specialized in financial systems and internet startups, where many successful startups like LearnVest and Twilio were “tech-incubated”. He continues to serve as an advisor and angel investor for many startups, particularly in fin-tech and digital health. Mr. Dixit holds a Masters degree in Mechanical Engineering (with a Minor in Computer Science) from Cornell University.

Mitchell Rosen, *Head of Real Estate Investments*

Mr. Rosen is responsible for the real estate investments at YieldStreet. Prior to joining YieldStreet, Mr. Rosen worked at Brigade Capital Management, a credit focused alternative asset management firm, where he spent more than five years focusing on CMBS/CRE debt investing. Prior to Brigade, Mr. Rosen spent almost nine years at Marathon Asset Management working on both the direct lending program on transitional properties as well as the head credit analyst for their CMBS business. Mr. Rosen entered the real estate lending arena as an analyst at Capital Trust, Inc., a publicly traded commercial mortgage REIT focusing on the mezzanine debt lending space.

Stefanos Fragos, *Senior Credit Officer of YieldStreet Marine Finance*

Mr. Fragos is the senior credit officer of YieldStreet responsible for its marine finance vertical. Prior to joining YieldStreet, Mr. Fragos was dedicated to servicing the marine finance industry for 16 years across various positions within the leading ship finance lender DVB Bank SE. Mr. Fragos was responsible for \$800 million of shipping transactions, the majority of which were originated and structured by himself over the past 5 years. Mr. Fragos is experienced in servicing a wide spectrum of clients of the highest caliber within the international ship owning sector. Mr. Fragos graduated from Newcastle University in the U.K. with a Master’s degree in Marine Engineering, followed by a Master’s in Shipping Trade & Finance from City University of London.

Larry L. Curran II, *Managing Director of Yieldstreet’s Private Business Credit Group*

Prior to joining Yieldstreet, Mr. Curran was the founder and Chief Executive Officer of i2B Capital, a senior secured loan originator and servicer in partnership with institutional credit funds. I2b Capital specialized in structuring senior secured debt to hyper-growth companies. Prior to i2B Capital, Mr. Curran was the co-founder of Vion Receivable Investments, a private equity backed global purchaser of receivable assets, where he originated, vetted and structured complex transactions in Europe, South America, and across the U.S. Mr. Curran founded New Horizons Computer Learning Center of Southern Arizona, a franchise of the, then world’s largest computer training company. Mr. Curran’s center had multiple technical designations including Microsoft Gold Partner and Certified Ethical Hacking. Prior to that, Mr. Curran served as Managing Principal of an NASD broker/dealer that specialized in syndicating their own limited partnerships. The programs focused on buying delinquent and charged off consumer and commercial receivables. Mr. Curran has an Executive Certificate in Business Administration from Notre Dame’s Mendoza School of Business, and also holds a Bachelor of Science in Business Management from Colorado State University.

RISK FACTORS

When analyzing this Offering, prospective investors should carefully consider each of the following risks.

RISKS RELATING TO THE OFFERING AND THE NOTES

The Notes are risky and speculative investments for suitable investors only.

Investors should be aware that the Notes are risky and speculative investments. Notes are suitable only for investors of adequate financial means. If an investor cannot afford to lose the entire amount of such investor's investment in the Notes, the investor should not invest in the Notes.

The Notes are Restricted Securities and are subject to transfer restrictions.

This Offering of the Notes has not been registered under the Securities Act or with any State securities regulator or authority, nor is registration contemplated. Rather the Notes are being offered in reliance upon the exemption from such registration requirements set forth in Section 4(A)(2) of the Securities Act and Rule 506(c) of Regulation D thereunder. The Notes will not be listed on any securities exchange or interdealer quotation system. There is no trading market for the Notes, and the Company does not expect that such a trading market will develop in the foreseeable future, nor does the Company intend in the near future to offer any features on the Platform to facilitate or accommodate such trading. Even if a potential buyer could be found, the transferability of these Notes is also restricted by the provisions of the Securities Act and Rule 144 promulgated thereunder. Unless an exemption is available, these Notes may not be sold or transferred without registration under the Securities Act and the prior written consent of applicable State securities regulator(s). Any sale or transfer of these Notes also requires the prior written consent of the Company. Noteholders must be capable of bearing the economic risks of this investment with the understanding that these Notes may not be liquidated by resale or redemption and should be able to hold their Notes for an indefinite period of time.

The Company is a new entity specifically formed to issue the Notes. As such, the Company has no operating history which makes it difficult to assess the Company's future viability.

As a newly-formed entity, the Company has not yet commenced operations and issued Notes. The Company is in the start-up stage only, and is unproven. As a result, the Company has no history upon which its business and prospects may be evaluated. The Company will encounter not just its own risks and challenges relating to its business plan but also the risk and challenges of YieldStreet, its parent company, which has its own set of risks and challenges relating to its business plan. The Company's success and its ability to repay the Notes will depend on its ability to manage the risks discussed in this Memorandum and its ability to implement its business plan.

The Asset Vehicles may be unable to issue equity interests on the Platform and/or the parent of the Asset Vehicles may be unable to issue promissory notes on the Platform and/or the Asset Vehicles may be unable to sell, refinance and/or otherwise dispose of any Investments held by such Asset Vehicles in which case the Company may not have sufficient cash flow to repay the Notes.

The Asset Vehicles expect to obtain funds to repay the Company Loans from the proceeds of (i) offerings on the Platform of equity interests in the Asset Vehicles or promissory notes issued by the parent of the Asset Vehicles, as the case may be or (ii) the sale, liquidation, transfer, refinance or other disposition of any Investments held by such Asset Vehicles. The success of any such offerings, sales, refinancing or other dispositions will be dependent on investors' or any other person's or entity's assessment and evaluation of the potential profitability of the related Investments. In the event investors do not invest in such offerings or the Asset Vehicles are unable to sell, refinance or otherwise dispose of the applicable Investments, the repayment of the Company Loans by Asset Vehicles will be dependent on the performance of the Investments, as the Asset Vehicles will be forced to retain the Investments. If the Investments perform poorly or are in default, the Company may not have sufficient funds to repay the Notes.

The maturity of the Investments are typically longer than the maturity of the Notes.

It typically takes longer than the term of the Notes for an Investment to produce cash flow, if at all. Accordingly, if Asset Vehicles are unable to (i) issue equity interests on the Platform or the parent of the Asset Vehicles are unable to issue promissory notes on the Platform, as the case may be, or (ii) sell, liquidate, transfer, refinance or otherwise dispose of any Investments held by such Asset Vehicles, the Company may not have sufficient liquidity to repay the Notes or the repayment of such Notes could be substantially delayed.

The Manager of the Asset Vehicles has the sole discretion to make or acquire Investments of any type in any industry.

The Investments will be subject to the risks associated with the type of loan and/or industry in which it is made. Because the Manager of the Asset Vehicles has the sole discretion to make or acquire Investments of any type in any industry, Noteholders will have no ability to assess or evaluate the investments into which the Company will use the proceeds of the Notes or the risks associated therewith.

The Company Loans may be concentrated in a small number of Asset Vehicles or a single Asset Vehicle, which would subject Noteholders to risk if any one of the Investments or Investment, as applicable, were to perform poorly or be in default.

While the Company is authorized to make Company Loans to multiple Asset Vehicles which in turn make or acquire Investments of many types and in many industries, the Company may make Company Loans to only a small number of Asset Vehicles or to a single Asset Vehicle. Thus, Noteholders will be subject to the risk that if any one of the Investments or single Investment, as applicable, were to perform poorly or be in default, the Asset Vehicle's ability to repay the Company Loans and the Company's ability to repay the Notes could be significantly and adversely impacted. Additionally, while the Company does not plan to target any particular industry, the Company Loans might be made to Asset Vehicles in a limited number of industries or in a single industry. As a result, a downturn in any such industry could also significantly and adversely impact the Asset Vehicle's ability to repay the Company Loans and the Company's ability to repay the Notes.

The Notes represent debt obligations of the Company and in the event of any liquidation or bankruptcy of the Company, Noteholders may receive less than the principal amount of their investment.

The Notes represent debt obligations of the Company, and as such, would entail risks for the Noteholders that are customary for creditors, including (without limitation) risk of default and/or non-payment by the borrower. In the event of any liquidation or bankruptcy or similar event of the Company, Noteholders may receive less than the principal amount of their investment. Noteholders will generally have limited to no control in the management and operation of the Company's business and its decisions. Other individuals and constituencies (such as shareholders of the Company) may have greater control and rights (including, without limitation, approval or blocking rights with respect to business decisions of the Company) than the Noteholders possess. Noteholders should understand that other participants in the Company may have interests that are substantially different than, and directly adverse to, the interests of Noteholders.

Resubscribing Noteholders will be subject to the risk of increases in interest rates as a result of the extended time period between the time they decide to resubscribe and the date of the actual subscription.

In the event the Company offers Noteholders the opportunity to resubscribe, the Company will give notice of such opportunity together with the proposed interest rates for the new Series of Notes, not less than 50 calendar days prior to maturity in the case of the 90-Day Notes and at least 65 calendar day prior to maturity in the case of the 180-Day Notes. In each instance, Noteholders will have 5 calendar days (or such other period as specified in the applicable notice) to elect whether to resubscribe and execute a subscription

agreement that is binding on the Noteholder. As such, there will be not less than a 45 days day time period in the case of the 90-Day Notes and at least a 60 day time period in the case of the 180-Day Notes between the binding decision to resubscribe and the actual resubscription during which time Noteholders will be subject to the risk of an increase in an interest rates above the interest rate at which the new series of Notes is being offered.

The extended grace period for failure to repay principal on a series of Notes may have the effect of extending the term of such series of Notes.

The failure to repay principal on any series of Notes will not be deemed to be an Event of Default until the expiration of an 85 calendar day Principal Payment Failure Period. As a result, a holder of 90-Day Notes may need to hold its Notes for 175 calendar days and holders of 180-Day Notes may need to hold its Notes for 265 calendar days, in each case prior to such failure to pay principal to be considered an Event of Default.

Holders of a series of Notes for which a payment default has occurred that after expiration of the applicable grace period causes an Event of Default for all Notes may be unable to direct the Trustee to take action in order to make payment on the Notes without the consent of Noteholders for whom a payment default has not occurred.

Upon the occurrence of an Event of Default, Noteholders representing at least 30% of the principal amount of all Notes outstanding are required to direct the Trustee to take action in order to make payments on the Notes. If an Event of Default occurs as a result of the Company's failure to make payments when due with respect to a series of Notes and the principal amount of such Notes represents less than 30% of the principal amount of all outstanding Notes, the holders of such Notes with respect to which such payment default occurred will not be able to direct the Trustee to take action in order to make payments on any of the Notes without other Noteholders with respect to which no payment default has occurred also providing such direction. The inability of Noteholders to direct the Trustee to take action to exercise remedies following an Event of Default may have a material adverse effect on the Noteholders' likelihood of be being repaid.

"Events of Default" under the Notes are narrowly limited.

If a final decision by a court of competent jurisdiction will have determined that the Company has committed criminal or civil fraud, or if the Company fails to make payments of interest on any series of Notes which continues un-remedied for 10 Business Days, or fails to make payments of principal on any series of Notes at maturity which continues un-remedied for 85 calendar days, such events would constitute an Event of Default; however, none of such Events of Default would result in the entire principal balance becoming immediately due and payable. Instead, the Trustee would have the right to seize the Collateral to the extent permitted pursuant to the terms of the Indenture, and the right (but not the obligation, except in the case of a bankruptcy or insolvency-related Event of Default), to become the paying agent under the Notes and distribute such payments. Any delay in the Trustee's access to necessary information and its ability to assume the role of paying agent could have an adverse effect on Noteholders.

The participation by affiliates of the Company in the funding or acquisition of Investments could be viewed as creating a conflict of interest.

From time to time, affiliates of the Company, pooled investment vehicles managed by the Manager, or borrower payment dependent note issuers selling notes on the Platform (or their wholly-owned subsidiaries) may fund, acquire or otherwise have an economic interest in portions of Investments held by one or more Asset Vehicles. Even though the funding of these Investments will be on arms-length commercially reasonable terms, such funding may be perceived as involving a conflict of interest. Furthermore, even though participation in funding or acquiring these Investments will be under the same terms and conditions and through the use of the same information that is made available to all other potential investors on the

Platform, such participation may be perceived as involving a conflict of interest.

If the Company is required to register under the Investment Company Act, its ability to conduct business could be materially adversely affected.

The Investment Company Act of 1940, or the “*Investment Company Act*,” contains substantive legal requirements that regulate the manner in which “investment companies” are permitted to conduct their business activities. The Company believes it has conducted, and will conduct, its business in a manner that does not result in being characterized as an investment company. If, however, the Company is deemed to be an investment company under the Investment Company Act, it may be required to institute burdensome compliance requirements and its activities may be restricted, which would materially adversely affect its business, financial condition and results of operations. If the Company were deemed to be an investment company, the Company may also attempt to seek exemptive relief from the SEC, which could impose significant costs and delays on the Company’s businesses.

Tax and ERISA risks.

An investment in the Company involves certain tax risks of general application to all investors and certain other risks specifically applicable to Keogh accounts, Individual Retirement Accounts and other tax-exempt investors. (See “Certain U.S. Federal Income Tax Considerations” and “ERISA Considerations” below).

BUSINESS RISKS

If the Company becomes subject to a bankruptcy or similar proceeding, interest accruing on the Notes upon and following such bankruptcy or similar proceeding may not be paid, and the recovery, if any, of Noteholders may be substantially delayed and/or substantially less than the amounts due and/or to become due on the Notes.

In a bankruptcy or similar proceeding for the Company, interest accruing on the Notes during the proceedings may not be part of the allowed claim of a holder of a Note. If the holder of a Note receives a recovery on the Note (and no such recovery can be assured), any such recovery may be based on, and limited to, the claim of the holder of the Note for principal and for interest accrued up to the date of the bankruptcy or similar proceeding, but not thereafter. Because a bankruptcy or similar proceeding may take months or years to complete, a claim based on principal and on interest only up to the start of the bankruptcy or similar proceeding may be substantially less than a claim based on principal and on interest through the end of the bankruptcy or similar proceeding. Moreover, even if suspended payments were resumed, the suspension might effectively reduce the value of any recovery that a Noteholder might receive by the time such recovery occurs.

If YieldStreet were to enter bankruptcy proceedings, the operation of the Platform and the activities with respect to the Company Loans and Notes would be interrupted.

If YieldStreet were to enter bankruptcy proceedings or were to cease operations, the Company would be required to find other ways to meet obligations regarding the Company Loans and the Notes. Such alternatives could result in delays in the disbursement of payments on the Notes or could require the Company to pay significant fees to another company to perform such services on its behalf.

If YieldStreet or any Asset Vehicle becomes subject to a bankruptcy or similar proceeding, borrowers and/or obligors may delay payments or cease making payments at all, which would materially and adversely affect the ability of an Asset Vehicle to make payments on Company Loans and consequently the Company’s ability to make payment on the Notes.

Borrowers and/or obligors may delay or suspend making payments on Investments because of the uncertainties occasioned by YieldStreet or any Asset Vehicle becoming subject to a bankruptcy or similar proceeding, even if the borrowers have no legal right to do so, and such delay would reduce, at least for a time, the funds that might otherwise be available to pay the Company Loans. In addition, the commencement of the bankruptcy or similar proceeding may, as a matter of law, prevent such Asset Vehicles from making regular payments on the Company Loans, even if the funds to make such payment are available. The inability of the Asset Vehicles to repay the Company Loans will have a material adverse impact on the Company's ability to repay the Notes.

An Asset Vehicle may use leverage to fund or acquire Investments, thereby increasing the risk of loss.

An Asset Vehicle may utilize leverage in the funding or acquisition of Investments by entering into a Leverage Facility. While the use of leverage can increase returns if the Asset Vehicle earns a greater return on the Investment funded or purchased with leverage than it pays for such leverage, the use of leverage can decrease returns if the relevant Asset Vehicle fails to earn as much on such incremental corresponding Investment as it pays for such borrowings. The effect of leverage may therefore result in a greater decrease in the residual cash flow and liquidation value of an Asset Vehicle that would have existed if such Asset Vehicle was not so leveraged.

Asset Vehicles using leverage will pay interest on any borrowings under a Leverage Facility, including advances under a line of credit and unused facility fees. As such, Asset Vehicles are exposed to interest rate risk due to fluctuations in the prevailing market rates. In addition, there is no guarantee that any leverage obtained by an Asset Vehicle will be refinanced upon maturity either on terms that are acceptable to the Asset Vehicle, or at all. If the Asset Vehicle cannot refinance the Leverage Facility, an Asset Vehicle may be required to sell a portion of its assets in order to repay the leverage. Interest costs on borrowings may fluctuate with changing market rates of interest and may partially offset or exceed the return earned on Investments funded or acquired with borrowed money. Interest on borrowings, including advances under a line of credit and unused facility fees, will be an expense of the Asset Vehicle. While such leveraging will increase the funds available for investment by the Asset Vehicle, it will also increase the risk of loss. If an Asset Vehicle is forced to retain an Investment, a decrease in valuation or loss with respect to an Investment will result in fewer proceeds available to repay the Company Loans and fewer proceeds available to repay the Notes.

If Investments are funded or acquired using leverage, the Company's security interest in such Investments may be subordinated to a leverage provider and the Noteholders indirect benefit from such security interest will be correspondingly subordinated.

An Asset Vehicle may elect to fund or acquire an Investment using a Leverage Facility which would be secured with a senior lien on the assets of such Asset Vehicle. In such event, the Company may either make a Company Loan directly to the Asset Vehicle that will be subordinated to such Leverage Facility or the Company may use the proceeds of the Notes to make a Company Loan to an Asset Vehicle, which in turn would make a loan to another Asset Vehicle that would be subordinated to the Leverage Facility. Although the Notes do not have any security interest in the Investments, the Noteholders will indirectly benefit from any security interest the Company may have in the Investments. In the event an Asset Vehicle uses leverage to acquire an Investment, the Company Loan will either be subordinated to the Leverage Facility or if a second Asset Vehicle is used, the loan by the second Asset Vehicle will be subordinated to the Leverage Facility.

The failure of an Investment to perform well or loss rates may increase as a result of economic conditions, natural disasters, war, terrorist attacks, or Acts of God beyond the control of the Company.

Loss rates may be significantly affected by economic downturns or general economic conditions, natural

disasters, war, terrorist attacks, or Acts of God beyond the control of the Company and beyond the control of individual obligors of Investments. In particular, loss rates on Investments may increase due to factors such as (among other things) local real estate market conditions, prevailing interest rates, the rate of unemployment, the level of consumer confidence, the value of the U.S. dollar, energy prices, changes in consumer spending, the number of personal bankruptcies, disruptions in the credit markets and other factors. Price movements may also be influenced by, among other things, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and national and international political and economic events and policies. Loss rates may also increase due to certain natural disasters, such as fires, floods, hurricanes, tornados, tsunamis, or earthquakes, war, terrorist attacks, or Acts of God. Failure of the Investments to perform well could have a material adverse impact on the ability of the Asset Vehicles to repay the Company Loans and the ability of the Company to repay the Notes.

RISKS RELATING TO YIELDSTREET'S OPERATIONS AND THE PLATFORM

The Company is reliant on the volume of financing and maintenance of offerings on the Platform.

For the Company to be successful, the volume of securities offered through the Platform will need to increase, which will require YieldStreet to increase its facilities, personnel, technology, and infrastructure to accommodate the greater obligations and demands on the Platform. If it is unable to increase the capacity of the Platform and maintain the necessary infrastructure, Noteholders may experience delays in receipt of payments on the Notes and periodic downtime of the Platform's systems.

If the security of Noteholders' confidential information stored in the Platform's systems is breached or otherwise subjected to unauthorized access, Noteholders' secure information may be stolen.

The Platform may store Noteholders' bank information and other personally-identifiable sensitive data. The Platform is compliant with payment card industry security standards and uses daily security monitoring services and intrusion detection services monitoring malicious behavior. However, any willful security breach or other unauthorized access could cause Noteholders' secure information to be stolen and used for criminal purposes, and Noteholders would be subject to increased risk of fraud or identity theft. Because techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not recognized until they are launched against a target, the Platform and its third-party hosting facilities may be unable to anticipate these techniques or to implement adequate preventative measures. In addition, many states have enacted laws requiring companies to notify individuals of data security breaches involving their personal data. These mandatory disclosures regarding a security breach are costly to implement and often lead to widespread negative publicity, which may cause potential investors through the Platform to lose confidence in the effectiveness of YieldStreet's data security measures. Any security breach, whether actual or perceived, would harm YieldStreet and the Company's reputation, resulting in a loss of investors in securities offered on the Platform, and the value of your investment in the Notes could be adversely affected.

Any significant disruption in service on the Platform or in its computer systems could materially and adversely affect YieldStreet's and the Company's ability to perform their obligations.

If a catastrophic event resulted in a Platform outage and physical data loss, YieldStreet and the Company's ability to perform their respective obligations would be materially and adversely affected. The satisfactory performance, reliability, and availability of the Platform's technology and its underlying hosting services infrastructure are critical to YieldStreet's and Company's operations, level of customer service, reputation and ability to attract new users and retain existing users. The Platform's hosting services infrastructure is provided by a third-party hosting provider (the "**Hosting Provider**"). The Platform also maintains a backup system at a separate location that is owned and operated by a third party. The Hosting Provider does not guarantee that users' access to the Platform website will be uninterrupted, error-free or secure. The Platform's operations depend on the Hosting Provider's ability to protect its and the Platform's systems in

its facilities against damage or interruption from natural disasters, power or telecommunications failures, air quality, temperature, humidity and other environmental concerns, computer viruses or other attempts to harm YieldStreet's systems, criminal acts and similar events. If the Platform's arrangement with the Hosting Provider is terminated, or there is a lapse of service or damage to its facilities, YieldStreet could experience interruptions in its service as well as delays and additional expense in arranging new facilities. Any interruptions or delays in the Platform's service, whether as a result of an error by the Hosting Provider or other third-party error, YieldStreet or the Company's error, natural disasters or security breaches, whether accidental or willful, could harm YieldStreet and the Company's ability maintain accurate accounts, and could harm YieldStreet and the Company's relationships with its users and YieldStreet and the Company's reputation. Additionally, in the event of damage or interruption, YieldStreet and the Company's insurance policies may not adequately compensate YieldStreet and the Company for any losses that they may incur. YieldStreet's disaster recovery plan has not been tested under actual disaster conditions, and there would be some delay in recovering data and services in the event of an outage at a facility operated by the Hosting Provider. In addition, there is no guarantee that all data would be recoverable. These factors could prevent the Company from processing or posting payments on the Notes, divert employees' attention and damage YieldStreet and the Company's brand and reputation.

Errors may be experienced on the Platform that result in incorrect information provided to Noteholders.

The Company depends on complex programs, algorithms and inputs to store, retrieve, process and manage data. Errors or other design defects within these programs, algorithms and inputs may result in a negative experience for Platform users (including Noteholders), delay introductions of new features or enhancements, or impact the information displayed on the Platform. They could also result in negative publicity and unfavorable media coverage, harm to YieldStreet and the Company's reputation, litigation, regulatory inquiries or proceedings, loss of or damage to relationships with originators or investors or loss of revenue or liability for damages, any of which could adversely affect YieldStreet and the Company's business and financial results.

Failure of third-party vendors to meet compliance requirements could have an adverse effect on the Company.

The Company either internally conducts or contracts out to external vendors certain compliance services to meet regulations pertaining to "Know Your Customer", anti-money laundering and Rule 501 accredited investor compliance. The Company believes its internal procedures and the procedures of its third-party vendors meet industry compliance standards. However, the SEC or other regulatory agencies could determine, for example, that the Company or such vendors failed to use "reasonable steps" for verification of accredited investor status. This determination could result in penalties to the Company, a loss of some or all returns for certain investors, revocation of an investor's accredited investor status, loss of a valid exemption from registration under the Securities Act, a delay in payments to Noteholders, cessation of operations of the Company, or other results which could be adverse to Noteholders or the Company.

The Company relies on third-parties and FDIC-insured banks to process transactions.

The Company relies on third-party vendors and FDIC-insured depository institutions to process its transactions, including payments on Investments and remittances to Noteholders. Under the ACH rules, if the Company experiences a high rate of reversed transactions ("chargebacks"), it may be subject to sanctions and potentially disqualified from using the system to process payments. In addition, if for any reason, its third-party vendors and/or FDIC-insured depository institutions that processes transactions, were no longer able to do so, the Company would be required to transition such services to other parties. In such event, the Company could experience significant delay in its ability to process payments timely and the Noteholders' ability to receive payments on the Notes will be delayed or impaired.

As Internet commerce develops, federal and state governments may draft and propose new laws to regulate Internet commerce, which may negatively affect the Company's business.

As Internet commerce continues to evolve, increasing regulation by federal and state governments becomes more likely. YieldStreet and its affiliates' businesses could be negatively affected by the application of existing laws and regulations or the enactment of new laws applicable to crowdfunding platforms and marketplace lending. The cost to comply with such laws or regulations could be significant and would increase our operating expenses, and we may be unable to pass along those costs to our users in the form of increased fees. In addition, federal and state governmental or regulatory agencies may decide to impose taxes on services provided over the Internet. These taxes could discourage the use of the Internet, which would adversely affect the viability of the Platform.

If YieldStreet fails to maintain operations in bankruptcy or otherwise, Noteholders may experience a delay and increased cost in respect of their expected principal and interest payments on Notes.

YieldStreet owns the Platform and the computer hardware that it uses to host and maintain the Platform and the www.yieldstreet.com website. YieldStreet has entered into third party agreements relating to the hosting and maintenance of the Platform and the www.yieldstreet.com website. In the event of a YieldStreet bankruptcy, the cessation of or substantial reduction of the day-to-day operations of YieldStreet (because of or during its bankruptcy or otherwise) would materially impair and delay ability of the Company or the ability of a back-up service provider to retrieve data and information in the possession of YieldStreet relevant to Company Loans and the servicing of the Notes. Any such delay or impairment that did not affect existing Noteholders, because we prove able to continue performing as paying agent with respect to the Notes, could nonetheless delay or eliminate the ability of YieldStreet to facilitate the origination of new Investments and issue new securities through the Platform, which could adversely affect the Company's business operations and financial results.

RISKS RELATED TO CATASTROPHIC EVENTS

The Company may be subject to the risk of loss arising from direct or indirect exposure to various catastrophic events, which may have a material effect on global financial markets.

The Company may be subject to the risk of loss arising from direct or indirect exposure to various catastrophic events, including the following: hurricanes, earthquakes and other natural disasters; terrorism; and public health crises, including the occurrence of a contagious disease. To the extent that any such event occurs and has a material effect on global financial markets or specific markets in which the Company participates (or has a material effect on locations in which the Manager operates) the risks of loss can be substantial and could have a material adverse effect on our investments.

RISKS RELATED TO CORONAVIRUS

The Company may be subject to risks arising from a novel strain of coronavirus (known as COVID-19), which has had a material effect on global financial markets and has caused a disruption of manufacturing supply chains and local and global economies.

In December 2019, COVID-19 surfaced in Wuhan, China, which has resulted in the temporary closure of many corporate offices, retail stores, and manufacturing facilities across China and South Korea, among other affected countries. These closures have caused the disruption of manufacturing supply chains and local and global economies, the duration of which remains uncertain. As of March 2020, COVID-19 has spread across the world, which may result in additional market disruptions. The extent to which COVID-19 may negatively affect the operations of the Manager and the Company's performance is difficult to predict. Any potential impact on such operations and performance will depend to a large extent on future developments and new information that may emerge regarding the duration and severity of COVID-19 and

the actions taken by authorities and other entities to contain COVID-19 or treat its impact. These potential impacts, while uncertain, could adversely affect the performance of the Company's investments.

CONFLICTS OF INTEREST

The following is a list of some of the important areas in which the interests of the Company and each of its principals, directors, officers and/or affiliates may conflict with one another. It is expected that numerous transactions will occur between the Company and its principals, directors, officers and/or affiliates, and no outside or independent review of these transactions will be performed.

ALL PROSPECTIVE INVESTORS SHOULD UNDERSTAND THAT INVESTORS WILL HAVE ABSOLUTELY NO DIRECT INTEREST, CONTROL, VOTING RIGHTS OR INVOLVEMENT IN THE BUSINESS, AFFAIRS OR GOVERNANCE OF THE COMPANY. EACH PROSPECTIVE INVESTOR SHOULD UNDERSTAND THAT SELF-DEALING AND AFFILIATE TO AFFILIATE TRANSACTIONS WILL ROUTINELY OCCUR AS A RESULT OF THE MATTERS CONTEMPLATED HEREIN. ALL PROSPECTIVE INVESTORS ARE STRONGLY ENCOURAGED TO CONSULT THEIR OWN INDEPENDENT LEGAL COUNSEL TO REVIEW AND ADVISE THEM WITH RESPECT TO THIS OFFERING AND MEMORANDUM.

The Company, the Manager and Related Parties May Purchase, Sell and/or Hypothecate Investments to Each Other.

The Company, the Manager and/or each of its affiliates and each of their respective principals, members, managers, directors, officers and/or affiliates, may sell, buy or hypothecate (use such loans as collateral for another loan) Investments to each other. There will be no independent review or assessment of any such transactions and the Company, the Manager and/or each of its affiliates and each of their respective members, managers, principals, directors, officers and/or affiliates, may make a profit on any such transactions. However, to the extent Investments are sold, transferred or hypothecated between Asset Vehicles and the Company or affiliates thereof, such transaction will be on commercial terms that, in the opinion of the Manager, would have been reached in an arm's length transaction with or among unaffiliated third parties to ensure fair and equitable treatment among the parties.

YieldStreet Affiliates May Purchase a Portion of Each Series of Notes.

YieldStreet Affiliates may purchase a portion of each series of Notes offered on the Platform in an amount to be set forth in the Series Note Supplement relating to such series. The Notes to be purchased by YieldStreet Affiliates will be identical to the Notes purchased by all other Noteholders, except that during a Principal Payment Failure Period or upon the occurrence and continuance of an Event of Default, Yieldstreet Affiliates will only get paid on account of their Notes after all of the other Noteholders have been paid interest, including any Additional Interest, and principal in full. The Company and the Manager are YieldStreet Affiliates which may create a conflict of interest and no assurance can be given as to what impact such a conflict may have on the actions the Manager will take prior to or following a Principal Payment Failure Period or upon an Event of Default.

Notes May be Sold to Directors, Officers and Employees.

The Company intends to allow purchases of Notes by interested directors, officers and employees of the Company, the Manager or an affiliate thereof who are accredited investors. Such purchases of Notes will be offered on the same terms and conditions as Notes offered to non-affiliated investors.

Investments May Be Serviced by an Affiliate of the Company.

An affiliate of the Company may have the right to receive compensation for servicing the Investments to the extent it provides such servicing. The Manager and the Asset Vehicles have reserved the right to retain other firms in addition to, or in lieu of, the applicable servicer to perform the various loan servicing and other activities in connection with the Investments. Such other firms may or may not be affiliated with the Company or YieldStreet. Loan servicing firms not affiliated with the Company or YieldStreet may or may not provide comparable services on terms more favorable to the Company and YieldStreet and therefore indirectly, the Noteholders.

Foreclosed Assets May Be Sold to Affiliates.

If an Event of Default occurs under the Notes and the Trustee determines that a sale of the collateral, which includes the Company Loans, is in the best interests of the Noteholders, the first priority will be to arrange for the sale of such assets for a price that will permit the recovery of the full amount of invested capital plus accrued but unpaid interest and other charges, or so much thereof as can reasonably be obtained in light of current market conditions. In order to facilitate such a sale, the Trustee may, but is not required to, arrange a sale to persons or entities affiliated with the Company or controlled by the Company. The Company will be subject to conflicts of interest in connection with such sales since the Company would represent or have an interest in both parties to the transaction. There will not be any independent review by any outside parties of such transactions. No assurance can be given that the sale price for assets would be fair, reasonable or negotiated at “arms-length”.

The Company Will be a Lender to Asset Vehicles Also Managed by the Manager of the Company.

The Company will make Company Loans to Asset Vehicles also managed by the Manager of the Company. As such, there may be a conflict of interest with respect to the Manager protecting the interest of both the Company and the Asset Vehicles and no assurance can be given as to how the affiliated relationship may impact the parties’ negotiations with respect to a default scenario.

Affiliates of the Company May Receive Fees or Other Compensation from Third Parties in Connection with the Investments.

Affiliates of the Company may receive certain fees or other compensation from third parties in connection with the Investments, which may provide financial incentives that are not present when such affiliates are not receiving such fees.

LEGAL PROCEEDINGS

On September 9, 2020, four accredited investors filed a complaint against the Manager, its parent, YieldStreet Inc., and certain of its affiliates, including YS ALTNOTES I LLC, YS ALTNOTES II LLC and Michael Weisz (collectively, “*Yieldstreet*”), alleging inadequate disclosure of the risks of a potential borrower default attendant to certain offerings undertaken by certain affiliates of Yieldstreet, and also seeking to represent a putative class of “all persons” who participated in such offerings since 2018, Michael Tecku, et al. v. Yieldstreet Inc., et al., No. 20-cv-07327 (S.D.N.Y.) (the “*Tecku Matter*”). The Company is not named as a defendant, nor is it otherwise a party to, the Tecku Matter. The complaint filed by plaintiffs in connection with the Tecku Matter is based in large part on a fraud undertaken by persons associated with certain marine borrowers (the “*Lakhani Borrowers*”) that Yieldstreet discovered and brought to the attention of the High Court of Justice of England and Wales (Queen’s Bench Division), which then granted a \$76.7 million Worldwide Freezing Order in favor of the SPVs managed by Yieldstreet Management, LLC on April 2, 2020. In early October, the British High Court granted the Yieldstreet SPVs summary judgment for \$85 million (outstanding principal plus interest) against all three guarantors of the

Lakhani Borrowers on their personal guarantees (the “**Judgment**”) and made the Worldwide Freeze Order permanent. The Judgment is one of several sources of potential recovery which includes actions against third parties whom Yieldstreet has determined were at fault. Yieldstreet is also aware of several lenders who, taken together with Yieldstreet, loaned hundreds of millions of dollars to related borrowers under similar circumstances. One of those lenders, Njord Partners SMA-SEAL LP (“**Njord**”), an Apollo affiliate which had been lending to affiliates of the Lakhani Borrowers, alleges fraud in connection with the Njord loans. The High Court has granted Njord a Freezing Injunction against a guarantor and another individual associated with the Lakhani Borrowers and has entered judgment against the individual guarantor on his personal guarantee of the loans. The Tecku Matter complaint attributes key allegations to Four Wood Capital Advisors and Global Marine Transport Company (“**Four Wood/GMTC**”), the originator that introduced and vetted the Lakhani Borrowers, and then enabled and covered up the fraud. Yieldstreet terminated and sued Four Wood/GMTC in April 2020, YS GM Marfin II LLC, et al. v. Four Wood Capital Advisors, LLC, et al., 1:20-cv-03320-PGG (S.D.N.Y.) (the “**Four Wood Matter**”). On September 21, 2020, Yieldstreet substantially amended the complaint, including by asserting fraud claims against Four Wood/GMTC and its principals, Steven Baffico and Andrew Simmons, and additional allegations that, among others, detail their deception of Yieldstreet, the manner with which they enabled the Lakhani Borrowers, and the misappropriation of more than \$320,000. The Tecku Matter complaint seeks damages, and requests the recovery of attorneys’ fees and costs. Yieldstreet believes this complaint lacks merit, has served notice of a forthcoming motion to seek its dismissal, and intends to continue to defend against the Tecku Matter vigorously.

On September 21, 2020, the Company, its investment adviser, the adviser’s parent and founders filed a Motion to Dismiss an individual complaint that was filed on September 2, 2020, by a putative member of the class in the Tecku Matter seeking rescission under the Securities Act of 1933 of a \$200,000 investment in the Company, David Berten, as trustee for the David Powers Berten Trust v. YieldStreet Management, LLC, et al., Case. No. 654204/2020 (N.Y. Sup. Court) (the “**Berten Matter**”). The Motion seeks dismissal of the Berten Matter on multiple grounds, including because the shares of the Company have appreciated in value during the course of the investment, which bars any claim under the Securities Act, and there was nothing misleading or otherwise actionable about the offering documents in any event. Yieldstreet has asked for an award of the legal expenses incurred in connection with the Berten Matter on the grounds that it lacks merit and was filed for an improper purpose. Yieldstreet believes this single investor’s complaint lacks merit, and intends to continue to defend against the Berten Matter vigorously.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

Federal Income Tax Aspects

The following discussion contains certain U.S. federal income tax considerations generally applicable to purchasers of the Notes that are U.S. holders (as defined below). This discussion is based upon the existing provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), and applicable Treasury regulations thereunder, current administrative rulings and procedures and applicable judicial decisions. However, it is not intended to be a complete description of all tax consequences to prospective Noteholders with respect to their investment in the Company. For U.S. federal income tax purposes, because the Company is an entity disregarded as separate from YieldStreet, Noteholders are treated as making their investment in YieldStreet. No assurance can be given that the Internal Revenue Service (the “**IRS**”) will agree with the interpretation of the current federal income tax laws and regulations summarized below. In addition, YieldStreet (or the Company if treated as a separate entity for state and local tax purposes) or the Noteholders may be subject to state and local taxes in jurisdictions in which YieldStreet (or the Company if treated as a separate entity for state and local tax purposes) may be deemed to be doing business.

The following discussion contains separate sections on certain U.S. federal income tax considerations for “U.S. Holders” and “Non-U.S. holders,” with such terms defined in their respective sections below.

This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to a particular Noteholder in light of such Noteholder's circumstances (for example, persons subject to the alternative minimum tax provisions of the Code, or Noteholders whose "functional currency" is not the U.S. dollar). Also, it is not intended to be wholly applicable to all categories of investors, some of which may be subject to special rules (such as partnerships and pass-through entities and investors in such entities, dealers in securities or currencies, traders in securities that elect to use a mark-to-market method of accounting, banks, thrifts, regulated investment companies, real estate investment trusts, insurance companies, tax-exempt entities, tax-deferred or other retirement accounts, certain former citizens or residents of the United States, persons holding the Notes as part of a hedging, conversion or integrated transaction or a straddle, persons deemed to sell the Notes under the constructive sale provisions of the Code, and persons required to accelerate the recognition of any item of gross income for United States federal income tax purposes with respect to their Notes as a result of such item of income being taken into account in an applicable financial statement).

ACCORDINGLY, ALL PROSPECTIVE INVESTORS SHOULD INDEPENDENTLY SATISFY THEMSELVES REGARDING THE POTENTIAL U.S. FEDERAL, STATE AND LOCAL, AND NON-U.S. TAX CONSEQUENCES OF INVESTING IN THE COMPANY AND ARE URGED TO CONSULT WITH THEIR OWN TAX ADVISORS, ATTORNEYS OR ACCOUNTANTS IN CONNECTION WITH ANY INTEREST IN THE COMPANY. EACH PROSPECTIVE INVESTOR SHOULD SEEK, AND RELY UPON, THE ADVICE OF ITS OWN TAX ADVISORS IN EVALUATING THE SUITABILITY OF AN INVESTMENT IN THE COMPANY IN LIGHT OF ITS PARTICULAR INVESTMENT AND TAX SITUATION.

Consequences to United States Holders

United States Holders. The discussion in this section applies to beneficial owners of the Notes that are U.S. Holders (as defined below), purchase their Notes for cash in this Offering for an amount equal to the issue price of the Notes, and hold the Notes as capital assets within the meaning of the Code, which generally is property held for investment. A "U.S. Holder" is a beneficial owner of a Note that, for U.S. federal income tax purposes, is (1) an individual who is a citizen or resident of the United States, (2) a domestic corporation, (3) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (4) a trust that (a) is subject to the primary supervision of a U.S. court and one or more U.S. persons has the authority to control all substantial decisions of the trust or (b) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

Stated Interest. If you are a U.S. Holder, stated interest on the Notes will be included in gross income by you as ordinary income at the time it accrues or is received in accordance with your regular method of accounting for U.S. federal income tax purposes. Thus, if you are on the accrual method of accounting for U.S. federal income tax purposes, stated interest on the Notes will be reportable by you as ordinary income at the time it accrues. If you are on the cash method of accounting for U.S. federal income tax purposes, stated interest on the Notes will be taxable to you as ordinary income at the time it is received.

Market Discount and Bond Premium. If a U.S. Holder has purchased a Note for an amount less than its adjusted issue price, the difference is treated as market discount. Subject to a *de minimis* exception, gain realized on the maturity, sale, exchange or retirement of a market discount Note will be treated as ordinary income to the extent of any accrued market discount not previously recognized. A U.S. Holder may elect to include market discount in income currently as it accrues, on either a ratable or constant yield method. In that case, a U.S. Holder's tax basis in any such Note will increase by such inclusions. An election to include market discount in income currently, once made, will apply to all market discount obligations acquired by the U.S. holder during the taxable year of the election and thereafter, and may not be revoked without the consent of the IRS. If a U.S. Holder does not make such an election, in general, all or a portion of such holder's interest expense on any indebtedness incurred or continued in order to purchase or carry

any such Notes may be deferred until the maturity of the Note or certain earlier dispositions. Unless a U.S. Holder elects to accrue market discount under a constant yield method, any market discount will accrue ratably during the period from the date of acquisition of the Note to its maturity date.

If a U.S. Holder purchased the Note for an amount that is greater than its face value, such holder generally may elect to amortize that premium from the purchase date to the maturity date under a constant yield method. Amortizable premium generally can only offset interest income on such Note and generally may not be deducted against other income. A U.S. Holder's basis in a Note will be reduced by any premium amortization deductions. An election to amortize premium on a constant yield method, once made, generally applies to all debt obligations held or subsequently acquired by the holder during the taxable year of the election and thereafter, and may not be revoked without the consent of the IRS.

The rules regarding market discount and bond premium are complex. U.S. Holders are urged to consult their own tax advisors regarding the application of such rules.

Sale, Exchange, Retirement or Other Taxable Disposition of the Notes. If you are a U.S. Holder, you generally will recognize taxable gain or loss upon the sale, exchange, retirement at maturity or other taxable disposition of a Note in an amount equal to the difference between the amount of cash plus the fair market value of all property received on such disposition (except to the extent such cash or property is attributable to accrued but unpaid interest not previously included in gross income, which is treated as ordinary income) and your adjusted tax basis in the Note. In general, your adjusted tax basis in a Note will be equal to the price paid for the Note increased by the amounts of any market discount previously included in income by you and reduced by any amortized bond premium deducted, and by any principal payments received, by you. In general, gain or loss recognized on the sale, exchange, retirement or other taxable disposition of a Note will be capital gain or loss, except to the extent of any accrued market discount which you have not previously included in income. The deductibility of capital losses is subject to limitations.

Medicare Tax. A U.S. Holder that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, will be subject to a 3.8% tax on the lesser of (1) the U.S. holder's "net investment income" for the relevant taxable year and (2) the excess of the U.S. Holder's modified adjusted gross income for the taxable year over a certain threshold (which, in the case of individuals, will be between \$125,000 and \$250,000 depending on the individual's circumstances). A U.S. holder's "net investment income" may generally include its interest income and its net capital gains from the sale or other disposition of Notes, unless such income or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If you are a U.S. Holder that is an individual, estate or trust, you should consult your tax advisors regarding the applicability of the Medicare tax to your ownership and disposition of the Notes.

Information Reporting and Backup Withholding. You may be subject to backup withholding, currently at a rate of twenty-four percent (24%), with respect to certain reportable payments, including interest payments and, under certain circumstances, principal payments on the Notes and payments of the proceeds from the sale or other disposition of Notes. Unless a U.S. Holder is an exempt recipient (such as a corporation), backup withholding may apply to such payments in certain circumstances, including if the U.S. holder: (i) fails to furnish a social security number or other taxpayer identification number, or TIN, certified under penalties of perjury within a reasonable time after a request therefor; (ii) furnishes an incorrect TIN; (iii) is notified by the IRS that the U.S. holder has failed to report interest properly; (iv) under certain circumstances, fails to provide a certified statement, signed under penalties of perjury, that the TIN furnished is correct and that the U.S. holder is not subject to backup withholding imposed by the IRS; or (v) otherwise fails to comply with backup withholding rules. A U.S. holder will generally not be subject to withholding if it provides a properly and timely completed IRS Form W-9 to the applicable payor.

Backup Withholding is Not An Additional Tax. Any amount withheld from a payment to you under the backup withholding rules is creditable against your U.S. federal income tax liability and may entitle you to

a refund provided that the requisite information is timely furnished to the IRS. We will report to you and to the IRS the amount of any reportable payments for each calendar year and the amount of tax withheld, if any, with respect to the reportable payments.

Consequences to Non-United States Holders

Non-United States Holders. The discussion in this section will apply to you if you are a Non-United States holder, or Non-U.S. holder. A Non-U.S. holder is a beneficial owner of the Notes that is neither a U.S. holder as defined in “Consequences to United States Holders—United States Holders” above nor a partnership for U.S. federal income tax purposes.

Interest Income. If you are a Non-U.S. holder, interest paid or accrued on the Notes will not be subject to U.S. federal income tax or withholding tax if the interest is not effectively connected with the conduct of a trade or business within the U.S. by you (and, if a tax treaty applies, is not attributable to a U.S. permanent establishment or fixed base maintained by you within the U.S.) and each of the following conditions are met: (i) you are not a controlled foreign corporation for U.S. federal income tax purposes that is related to us through stock ownership within the meaning of the Code; (ii) you are not a bank whose receipt of interest on the Notes is described in Section 881(c)(3)(A) of the Code; and (iii) either (A) you certify, under penalties of perjury and in a statement provided to us or our paying agent (on IRS Form W-8BEN or a suitable substitute form), that you are not a “U.S. person” and provide the requisite information, including your name and address, in compliance with applicable law and regulations, or (B) you are a securities clearing organization, bank, or other financial institution that holds customers’ securities in the ordinary course of its trade or business and certify, under penalties of perjury, that you or a qualified intermediary has received the certification and information described in (A) above from you and furnishes us or our paying agent with a copy thereof.

If you do not qualify for an exemption from U.S. federal withholding tax under this paragraph, then, unless interest on the Notes is effectively connected with your conduct of a U.S. trade or business (as discussed below), payments of interest on the Notes will be subject to U.S. federal withholding tax at a rate of thirty percent (30%), or such lower rate as may be provided for in an applicable income tax treaty. You will be required to provide a U.S. TIN and comply with applicable certification requirements (which certification may be made on IRS Form W-8BEN) if you seek to claim an exemption from, or reduced rate of, withholding under an income tax treaty. Special rules apply in the case of Notes held through intermediaries. Prospective investors should consult their tax advisors regarding the certification requirements for non-U.S. persons.

Gain On Disposition. If you are a Non-U.S. holder, generally you will not be subject to U.S. federal income tax or withholding tax on gain recognized on a sale, exchange, retirement or other disposition of the Notes unless (i) the gain is effectively connected with the conduct of a trade or business within the U.S. by you (and, if a tax treaty applies, is attributable to a permanent establishment or fixed based maintained by you therein) or (ii) you are a nonresident alien individual who is present in the U.S. for 183 or more days during the taxable year of the disposition and certain other conditions are met.

Effectively Connected Income. If you are a Non-U.S. holder engaged in a trade or business in the U.S., and if interest on the Notes (and gain realized on its sale, exchange, retirement or other disposition) is effectively connected with the conduct of such trade or business (or, if a tax treaty applies, is attributable to a permanent establishment or fixed base maintained by you therein), you will generally be subject to U.S. federal income tax on such effectively connected income in the same manner as if you were a U.S. holder (i.e., you will generally be subject to U.S. federal income tax on a net income basis at regular graduated rates). If income on the Notes held by you is effectively connected with the conduct of a U.S. trade or business, you will generally be exempt from withholding tax if you provide to us or our withholding agent a properly executed IRS Form W-8ECI. In addition, if you are a Non-U.S. holder that is a corporation, you may be subject to an additional 30 percent branch profits tax (unless reduced or eliminated by an applicable treaty).

Withholdable Payments to Foreign Financial Entities and Other Foreign Entities. The Foreign Account Tax Compliance Act (“FATCA”) imposes a withholding tax of thirty percent (30%) on certain payments of U.S. source interest, dividends and other fixed and determinable annual or periodic income and on payments of the gross proceeds of a disposition of most U.S. securities on or after January 1, 2019 to a foreign financial institution, their affiliates and certain other foreign entities, unless the payee institution enters into an agreement with the U.S. government, or a similar agreement under an intergovernmental agreement, to (i) comply with prescribed due diligence requirements necessary to determine which of its accounts (including equity interests in the foreign financial institution) are held by specified U.S. persons or U.S.-owned foreign entities (such accounts, “United States accounts”), and (ii) comply with prescribed reporting requirements in respect of its United States accounts, including a requirement to seek waivers of non-U.S. laws that would prevent the reporting of such information. Non-U.S. holders are encouraged to consult with their own tax advisors regarding the possible implications and obligations of FATCA.

Information Reporting and Backup Withholding. If you are a Non-U.S. holder, payments of interest to you with respect to which the requisite certification, as described above, has been received (or for which an exemption has otherwise been established) will not be subject to either information reporting or backup withholding, unless we or our paying agent have actual knowledge or reason to know that you are a U.S. person or that the conditions of any other exemption are not in fact satisfied.

Information reporting and backup withholding requirements will apply, however, to the gross proceeds paid to you on the disposition of Notes by or through a U.S. office of a U.S. or foreign broker, unless you certify to the broker under penalties of perjury as to your name, address and status as a foreign person or otherwise establishes an exemption. Information reporting requirements, but generally not backup withholding, will also apply to a payment of the proceeds of a disposition of Notes by or through a foreign office of a U.S. broker or foreign broker with certain types of relationships to the U.S. unless the broker has documentary evidence in its file that you are not a U.S. person, and the broker has no actual knowledge or reason to know to the contrary, or you establish an exemption. Neither information reporting nor backup withholding generally will apply to a payment of the proceeds of a disposition of Notes by or through a foreign office of a foreign broker not otherwise covered in the immediately preceding sentence.

Backup withholding is not an additional tax. Any amount withheld from a payment to you under the backup withholding rules is creditable against your actual U.S. federal income tax liability and may entitle you to a refund, provided the requisite information is timely furnished to the IRS.

ERISA CONSIDERATIONS

The following is a discussion of how certain requirements of the Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”) and the Code relating to Employee Benefit Plans and certain Other Benefit Arrangements (each as defined below) may affect an investment in the Notes. It is not, however, a complete or comprehensive discussion of all employee benefits aspects of such an investment. If the prospective investors are trustees or other fiduciaries of an Employee Benefit Plan or Other Benefit Arrangement, before purchasing Notes, they should consult with their own independent legal counsel to assure that the investment does not violate any of the applicable requirements of ERISA or the Code, including, without limitation, the ERISA fiduciary rules and the prohibited transaction requirements of ERISA and the Code.

ERISA Fiduciary Duties

Under ERISA, persons who serve as trustees or other fiduciaries of an Employee Benefit Plan have certain duties, obligations and responsibilities with respect to the participants and beneficiaries of such plans. Among the ERISA fiduciary duties are the duty to invest the assets of the plan prudently, and the duty to

diversify the investment of plan assets so as to minimize the risk of large losses. An “**Employee Benefit Plan**” is a plan subject to ERISA that is an employee pension benefit plan (such as a defined benefit pension plan or a section 401(k) or 403(b) plan) or any employee welfare benefit plan (such as an employee group health plan).

Prohibited Transaction Requirements

Section 406 of ERISA and Section 4975 of the Code proscribe certain dealings between Employee Benefit Plans or Other Benefit Arrangements, on the one hand, and “parties-in interest” or “disqualified persons” with respect to those plans or arrangements on the other. An “**Other Benefit Arrangement**” is a benefit arrangement described in Section 4975(e)(1) of the Code (such as a self-directed individual retirement account, other than an Employee Benefit Plan).

Prohibited transactions include, directly or indirectly, any of the following transactions between an Employee Benefit Plan or Other Benefit Arrangement and a party in interest or disqualified person:

- (a) sales or exchanges of property;
- (b) lending of money or other extension of credit;
- (c) furnishing of goods, services or facilities; and
- (d) transfers to, or use by or for the benefit of, a party in interest or disqualified person of any assets of the Employee Benefit Plan or Other Benefit Arrangement.

In addition, prohibited transactions include any transaction where a trustee or other fiduciary of an Employee Benefit Plan or Other Benefit Arrangement:

- (a) deals with plan assets for his own account,
- (b) acts on the behalf of parties whose interests are adverse to the interest of the plan, or
- (c) receives consideration for his own personal account from any party dealing with the plan with respect to plan assets.

Certain transactions between Employee Benefit Plans or Other Benefit Arrangements and parties in interest or disqualified persons that would otherwise be prohibited transactions are exempt from the prohibited transaction rules due to the application of certain statutory or regulatory exemptions. In addition, the United States Department of Labor has issued class exemptions and individual exemptions for certain types of transactions. Violations of the prohibited transaction rules may require the prohibited transactions to be rescinded and will cause the parties in interest or disqualified persons to be subject to excise taxes under Section 4975 of the Code.

Investments in the Company

If a prospective investor is a fiduciary of an Employee Benefit Plan, the investor must act prudently and ensure that the plan’s assets are adequately diversified to satisfy the ERISA fiduciary duty requirements. Whether an investment in the Company is prudent and whether an Employee Benefit Plan’s investments are adequately diversified must be determined by the plan’s fiduciaries in light of all of the relevant facts and circumstances. A fiduciary should consider, among other factors, the limited marketability of the Notes.

Special Limitations

The discussion of the ERISA fiduciary aspects and the ERISA and Code prohibited transaction rules contained in this Memorandum is not legal or investment advice. The applicability of ERISA fiduciary rules and the ERISA or Code prohibited transaction rules to Noteholders may vary from one Noteholder to another, depending upon that Noteholder's situation. Accordingly, prospective investors should consult with their own attorneys, accountants and other personal advisors as to the effect of ERISA and the Code on their situation of a purchase and ownership of the Notes and as to potential changes in the applicable law.

ADDITIONAL INFORMATION AND UNDERTAKINGS

The Company undertakes to make available to each prospective investor every opportunity to obtain any additional information from the Company necessary to verify the accuracy of the information contained in this Memorandum, to the extent that the Company possesses such information or can acquire it without unreasonable effort or expense. This additional information includes documents or instruments relating to the operation and business of the Company that are material to this Offering and the transactions contemplated and described in this Memorandum so long as such additional information does not violate any Noteholder's privacy or confidentiality rights. Should you have any questions, please do not hesitate to contact the Company as follows: YS ST Notes LLC, 300 Park Avenue, 15th Floor, New York, New York 10022; telephone number: [844-943-5378](tel:844-943-5378); e-mail: investments@yieldstreet.com.