RISK FACTORS

An investment in our Units involves a high degree of risk. In addition to other information contained elsewhere in this offering circular, you should carefully consider the following risks before acquiring our Units offered by this offering circular. The occurrence of any of the following risks could materially and adversely affect the business, prospects, financial condition, or results of operations of the Company, and the market price of our Units, if any, could decline, which could cause you to lose all or some of your investment. Prospective investors should obtain their own legal and tax advice prior to making an investment in the Units and should be aware that an investment in the Units may be exposed to other risks of an exceptional nature from time to time. The following considerations are among those that should be carefully evaluated before making an investment in the interests. Some statements in this offering circular, including statements in the following risk factors, constitute forward-looking statements. See "Cautionary Statement Regarding Forward-Looking Statements" for more information.

FOR PURPOSES OF THIS RISK FACTOR SECTION, UNLESS THE CONTEXT DICTATES OTHERWISE, WE REFER TO THE COMPANY AND MAIN & MAIN TOGETHER, AS "WE," "US," "OUR," ETC. DUE TO THE COMPANY'S HOLDING COMPANY STRUCTURE AND OUR RELATIONSHIP WITH MAIN & MAIN, WHOSE UNITS WILL BE THE COMPANY'S ONLY ASSET UPON THE INITIAL CLOSING OF THE OFFERING. SEE "*RISKS RELATED TO OUR HOLDING COMPANY STRUCTURE*" FOR MORE INFORMATION.

Risks Related to Our Holding Company Structure

There are risks posed by our holding company structure.

We have a holding company structure, and as such, the Company's only assets upon the initial closing of this Offering, and thereafter, will be the Main & Main Units which the Company will acquire via its investment of the net offering proceeds from this Offering into Main & Main. As a holding company, the Company has no material business operations and does not expect to receive any distributions from Main & Main, or to make any distributions to the holders of its Units, until the Phoenix, Arizona-based Atari Hotel begins to generate revenue. As such, the Company and its Unitholders will depend on the appreciation in value of the Phoenix, Arizona Atari Hotel and the future potential resale of the Main & Main Units and Units, respectively, in order to realize any return on their investments. As such, the risks posed to the Company and its Unitholders are the same as the risks associated with Main & Main that affect the value of Main & Main's assets since the value of Main & Main's assets will dictate the value of the Company's investments in the Main & Main Units, and in turn, the value of the Units. As such, the occurrence of any material adverse effects on Main & Main due to the below risks will have a downstream material adverse effect on the Company's results of operations, business, and financial condition and could have the effect of materially reducing the value of our Units sold in this Offering or causing the same to become worthless.

An investment in this Offering is an investment in the Company's Units, and not in Main & Main directly, the assets of Main & Main, or the Main & Main Units.

An investment in this Offering is specifically an investment in the Units of the Company, and not directly in Main & Main, Main& Main's underlying assets, or the Main & Main Units which will be held by the Company. As such, the nature of your indirect investment in Main & Main via your purchase of our Units poses the following types of risks:

- *Market Perception and Sentiment.* The value of the Company's Units is significantly influenced by investors' perception of the Company, which may not always align with the financial condition and operational status of Main & Main. Market sentiment can be swayed by broader economic indicators, industry trends, or speculative forces, leading to potential discrepancies between the intrinsic value of Main & Main's assets and the market value of the Units.

- *Indirect Exposure*. Investors in the Units have indirect exposure to the successes and failures of Main & Main. While this might buffer investors from immediate impacts of any negative developments within Main & Main, it also means that positive gains realized by Main & Main might not directly or fully translate to increased value of the Units due to the holding structure and any associated costs or liabilities that the Company might bear.

- *Operational Risks.* Operational risks at Main & Main, such as management decisions, project failures, or unforeseen operational hurdles, could detrimentally affect Main & Main's valuation and, by extension, the value of the Company's Units. Investors have no direct say in the operational decisions of Main & Main, adding a layer of risk stemming from potentially divergent interests between the Company's management and Main & Main's operational team.

- *Financial Performance and Distribution Risks.* Neither Main & Main nor the Company intend to make any distributions until after the Atari hotel begins operating and generating revenue, if at all. Thus, the value of our Units and the ability of the holders thereof to obtain a favorable return on their investment will depend on the appreciation in value of the Main & Main Units, via the appreciation in value of the Phoenix, Arizona-based Atari Hotel, the development of an active public trading market for the Units, or the future potential resale of the Main & Main Units and Units, respectively.

As a result of the above risks, even if Main & Main's performance is favorable, the value of your Units could materially differ, or become worthless, as a result of external market influences which are out of the Company's control.

Risks Related to Our Business and Industry

We are a newly formed entity with no prior operating history, which makes our future performance difficult to predict.

We are newly formed entities that have little to no prior operating history. You should consider an investment in this Offering in light of the risks, uncertainties and difficulties frequently encountered by other newly formed companies with similar objectives. Our success in this market depends on:

- increase awareness of our brand within the themed hotel market;

- attract, integrate, motivate, and retain qualified personnel to manage day-to-day operations; and

- build and expand operations structure to support the business.

We will be dependent upon our ability to finance our operations via the sale of our Units for the foreseeable future. Our failure to successfully raise operating capital could result in bankruptcy or other events that would have a material adverse effect on us and our investors. Although our Manager has experience in acquiring, developing, and operating real estate, there can be no assurance that the performance of those activities will be applicable to the development of an Atari-branded hotel or reflective of our future performance. There can be no assurance that we will succeed in our endeavors or that we will successfully complete our operations via the sale of our Units in this Offering. If we do not succeed in such financing efforts, the value of the Main & Main Units may decrease, which would cause a decrease in the value of your Unit holdings via a decrease in the value of the Company's only assets, the Main & Main Units.

We may not be able to obtain adequate cash to fund the Phoenix, Arizona-based Atari Hotel business.

We require access to at least $50,000,000 in additional cash financing to carry out our business plans even if we raise the Maximum Offering Amount in this Offering. We expect to acquire such funds through a construction financing facility in place prior to breaking ground on the Atari Hotel. Further, any budget shortfalls created because we did not raise the Maximum Offering Amount in this Offering are expected to be met through the planned construction financing facility. See " — *We will depend on substantial additional financing using leverage to fully* *develop and construct the Phoenix, Arizona-based Atari Hotel even if we raise the Maximum Offering Amount of Units, and the aggregate leverage we employ to finance the hotel's construction poses various risks to the Company which could cause a material adverse effect on our business, financial condition, and results of operations*" below for more information. If we are not successful in selling our Units in this Offering, or are unable to enter a construction financing facility, then we will need to find other financing avenues. We can give no assurance that we will be able to do so on acceptable terms, if at all. If we do not find adequate replacement financing, our business plan may be delayed, and our costs may increase, which could lead to a decrease in the value of our Units as a result of a material adverse change in our results of operations, financial condition, and business. Notwithstanding the foregoing, we may conduct concurrent private placements of our Units pursuant to Rule 506(c) of Regulation D, and the proceeds from any such private placements will reduce the amount of construction financing that must be obtained under a future construction financing facility to complete the Phoenix, Arizona-based Atari Hotel.

We will depend on substantial additional financing using leverage to fully develop and construct the Phoenix, Arizona-based Atari Hotel even if we raise the Maximum Offering Amount of Units, and the aggregate leverage we employ to finance the hotel's construction poses various risks to the Company which could cause a material adverse effect on our business, financial condition, and results of operations.

We expect that the Phoenix, Arizona–based Atari Hotel will cost approximately $125,000,000 in total, including all costs and expenses for both the Company and Main & Main. Specifically, this amount covers, but is not limited to: (i) all Offering costs; (ii) the cost of acquiring the Land Parcel on December 8, 2023; (iii) the cost of the Redemption Right granted to the Original Members as an inducement to their investment in Main & Main on the same date, which we consider part of the cost of acquiring the Land Parcel; (iv) the repayment of certain advances by one of our Manager's co-managers; and (v) Main & Main's redemption of $3,900,000 of Main & Main Units held by the Original Members following the Initial Closing. See "*Use of Proceeds*," "*Our Corporate Structure and Operational History*" and "*Description of Our Units and Significant Governance Matters — Original Members*" for more information. We intend to finance this $125,000,000 cost as follows:

- Between $8,668,000 (7% of total cost if we raise the Minimum Offering Amount) and $75,000,000 (60% of total cost if we raise the Maximum Offering Amount) through the sale of Units in this Offering; and

- Between $50,000,000 (40% of total cost if we raise the Maximum Offering Amount) and $116,332,000 (93.07% of total cost if we raise the Minimum Offering Amount) through a future construction financing facility.

For the avoidance of doubt, we have broad discretion over how the proceeds of this Offering are to be used and may spend such proceeds in ways you may not agree. See "*Risk Factors — Risks Related to This Offering and Our Units — We may use the net proceeds of this Offering in ways with which you may not agree*" for more information.

We anticipate that our future construction financing facility will be with recourse, adding a layer of financial obligation directly tied to our ability to repay. As we contemplate securing future debt financing, we will evaluate several factors, including the cost of construction through debt, the estimated market value of our assets, and the ability of those assets to generate cash flow sufficient to service our debts. Additionally, there are no restrictions or requirements with respect to our debt-to-equity ratio, which may be adjusted without any approval. See "*Management's Discussion and Analysis of Financial Condition and Results of Operations - Future Construction Financing Facility*" for more information.

Our future substantial reliance on additional debt financing even if we raise the Maximum Offering Amount in this Offering poses various risks, each of which could have a material adverse impact on our business, results of operations, and financial condition:

- If we are not successful in selling our Units in this Offering and are unable to enter a construction financing facility, then we will need to find other financing avenues. We can give no assurance that we would be able to do so on acceptable terms, if at all. If we do not find adequate replacement financing, our business plan may be delayed, and our costs may increase, which could cause a material adverse change in our results of operations, financial condition, and business which would likely cause a decrease in the value of our Units.

- The success of our future construction financing facility, assuming an Initial Closing or more occurs, is dependent upon the availability of attractive construction loan terms, as well as our ability to identify, structure, consummate, leverage, and manage such loans. In general, the availability of favorable lending opportunities and, consequently, the ability to secure a construction loan on favorable terms will be affected by the level and volatility of interest rates, conditions in the financial markets, general economic conditions, the availability of the construction lending options in the commercial real estate market and the supply of capital for such opportunities. We cannot make any assurances that we will be successful in identifying and putting in place a favorable construction loan facility that satisfies our needs and budget or that such a loan, once made, will be repaid in a timely fashion in accordance with its terms. Our inability to enter a construction loan facility could cause a material adverse effect on our business, results of operations, and financial condition due to our inability to complete the hotel without adequate construction financing.

- In the future, negative rating actions by credit agencies, such as downgrades, may heighten the cost of accessing capital by increasing interest rates applicable to us due to interest expense increases and increases in the cost of acquiring necessary capital. We cannot guarantee that we will not experience a downgrade prior to the making of any future credit facility, whether due to deteriorating macroeconomic conditions, a downturn in the hotel and entertainment industry, failure to successfully execute our business strategy related to the development and construction of the Phoenix, Arizona-based Atari Hotel, or the adverse impact on our results of operations or liquidity position from any of the foregoing or otherwise. As a result of such impact, your Units may decrease in value or become worthless, especially if such credit increases cause an inability to carry out our business with respect to future Atari-branded hotel.

Notwithstanding the foregoing, we may conduct concurrent private placements of our Units pursuant to Rule 506(c) of Regulation D, and the proceeds from any such private placements will reduce the amount of construction financing that must be obtained under a future construction financing facility to complete the Phoenix, Arizona-based Atari Hotel.

We may be unable to satisfy our obligations under the existing $3,000,000 secured revolving line of credit from Commerce Bank of Arizona and any future credit facilities or generate sufficient cash flow to satisfy our debt service obligations, each of which could have a material adverse effect on our business, financial condition, and results of operations, potentially reducing the value of our Units or causing such Units to become worthless.

Our ability to make principal and interest payments on and to refinance the CBAZ LOC and any future indebtedness will depend on our ability to generate future cash flows and is subject to general economic, financial, competitive, legislative, regulatory, and other factors that are beyond us and our control. If we do not generate sufficient cash flow from operations, in the amounts projected or at all, or if future borrowings are not available to us in amounts sufficient to fund its other liquidity needs, then our business, financial condition, and results of operations could be materially adversely affected.

If we cannot generate sufficient cash flow from operations to make scheduled principal and interest payments on the CBAZ LOC and any future debts, it may need to refinance all or a portion of its indebtedness on or before maturity, sell assets, delay capital expenditures, or seek additional equity. The terms of our debt agreements, including the CBAZ LOC, may also restrict it from affecting any of these alternatives. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict its business operations. Further, changes in the credit and capital markets, including market disruptions and interest rate fluctuations, may increase the cost of financing, make it more difficult for us to obtain favorable terms, or restrict our access to these sources of future liquidity. In addition, any failure to make scheduled payments of interest and principal on our outstanding indebtedness, including the CBAZ LOC, would likely result in a reduction of our credit rating, which could harm its ability to incur additional indebtedness on commercially reasonable terms or at all. Our inability to generate sufficient cash flow to satisfy its debt service obligations, or to refinance or restructure its debt obligations on commercially reasonable terms or at all, could have a material adverse effect on our business, financial condition, and results of operations, as well as on our ability to satisfy its debt obligations.

Additionally, our CBAZ LOC and any future credit facilities may contain covenants requiring it to, among other things, provide financial and other information and notice upon the occurrence of certain events affecting us or the business thereof. These covenants may also place restrictions on our ability to incur additional indebtedness, enter into certain transactions involving the sale of any assets or a material amount thereof, engage in mergers or acquisitions, or engage in transactions with affiliates. If we fail to satisfy one or more of the covenants under the CBAZ LOC or its future credit facilities, it would be in default thereunder and may be required to repay such debt with capital from other sources or otherwise not be able to draw down against its facility. Under such circumstances, we may have difficulty locating another lender that would be willing to extend credit to us, and other sources of capital may not be available to us on reasonable terms or at all.

Additionally, our inability to satisfy our debt obligations could result in the acceleration of all amounts owed under the CBAZ LOC and any future credit facilities. If we are unable to repay accelerated amounts owed under such credit facilities, then the lender thereunder may have the right to obtain ownership of the Phoenix, Arizona-based Atari Hotel as collateral for the credit facility. If we lose ownership of the Phoenix, Arizona-based Atari Hotel, the value of our Units, could become worthless. A substantial reduction in the value of our only assets would have a material and substantial adverse impact on the value of the Units being offered in this Offering and may cause such Units to become worthless, thereby materially limiting your ability to obtain a favorable return on investment through the ownership thereof.

Higher interest rates could significantly increase the interest costs on our Commerce Bank of Arizona Line of Credit and any other future floating-rate indebtedness.

The interest payments for our borrowings under the CBAZ LOC and future credit facilities are and are expected to be based on floating rates. Consequently, an upsurge in interest rates would diminish our cash flow available for other corporate purposes, including the development, construction, and operation of the Phoenix, Arizona-based Atari Hotel. Moreover, rising interest rates might restrict our ability to refinance existing indebtedness and augment interest costs on any refinanced indebtedness. We may also enter into certain agreements, such as floating-to-fixed interest rate swaps, caps, floors, and other hedging contracts, to hedge against the cash flow effects of interest rate fluctuations for floating rate debt. Despite these measures, we may not hedge all of its floating rate indebtedness, and any hedges it undertakes may not entirely neutralize its interest rate risk. Additionally, these agreements carry the risk of non-performance by counterparties or potential unenforceability.

We, by holding the Units as our principal asset, are directly exposed to the downstream risks associated with our management of its debt financing, including the CBAZ LOC and interest rate fluctuations. Should rising interest rates lead to increased financing costs or constrain our ability to effectively manage or refinance our debt, our financial stability and growth prospects could be jeopardized. This, in turn, would likely impact the valuation and financial performance of, and consequently affect the value of our Units. As a result, our ability to attract investment, fund operations, and realize returns on its holdings could be adversely affected, presenting a significant risk to our shareholders and their investment in the Units.

We may be unable to enter into an agreement with Intel Corporation for the provision of the Phoenix, Arizona-based Atari Hotel's computer and electronics systems, and even if it does, we cannot guarantee that such agreement will be favorable to us in price or scope.

We may be unable to enter into an agreement with Intel Corporation, or "Intel," for the provision of the products and services specified in the "Intel Memo," a non-binding memorandum of understanding between Intel and AH Endeavors, an Arizona limited liability company owned by Jason Merck and Jordan Taylor, our Manager's co-managers, within 180 days following the initial closing of this Offering, if at all. See "*Description of Business — Our Business - Intel-powered Computer and Electronics Systems*" for more information. Even if we do enter into such an agreement, we cannot guarantee that the terms will be favorable in price or scope. Although Intel Corporation is one of several companies that could provide the products and services specified in the Intel Memo, we believe that an agreement with Intel for such services and property will be the most favorable due to an existing relationship between Intersection Development, the developer for the Phoenix, Arizona-based Atari Hotel, and Intel Corporation. Failure to secure a favorable agreement with Intel could adversely affect our ability to complete the Phoenix, Arizona-based Atari Hotel due to increases in costs or delays in construction or furnishing thereof. Any increased cost or delays in the construction or furnishing of the hotel could adversely affect our business operations and financial performance. As such, you should consider the uncertainty and potential adverse outcomes related to our dependence on a future formal agreement with Intel, if any.

Adverse developments affecting the financial services industry, such as actual events or concerns involving liquidity, defaults, or non-performance by financial institutions or transactional counterparties, could adversely affect our current and projected business operations and our financial condition and results of operations.

Actual events involving limited liquidity, defaults, non-performance, or other adverse developments that affect financial institutions, transactional counterparties, or other companies in the financial services industry or the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, have in the past and may in the future lead to market-wide liquidity problems. For example, on March 10, 2023, Silicon Valley Bank, or SVB, was closed by the California Department of Financial Protection and Innovation, which appointed the Federal Deposit Insurance Corporation, or the FDIC, as receiver. Similarly, on March 12, 2023, Signature Bank Corp., or Signature, and Silvergate Capital Corp. were each swept into receivership. Although the Department of the Treasury, the Federal Reserve, and the FDIC ensured that all depositors of SVB would have access to all of their money after only one business day of closure, including funds held in uninsured deposit accounts, borrowers under credit agreements, letters of credit and certain other financial instruments with SVB, Signature or any other financial institution that is placed into receivership by the FDIC may be unable to access undrawn amounts thereunder.

Although we were not a borrower under or party to any material letter of credit or any other such instruments with SVB, Signature, or any other financial institution currently in receivership, if we enter into any such instruments and were to be placed into receivership, we may be unable to access such funds. In addition, if any of our partners, suppliers, or other parties with whom we conduct business are unable to access funds pursuant to such instruments or lending arrangements with such a financial institution, such parties' ability to pay their obligations to us or to enter into new commercial arrangements requiring additional payments to us could be adversely affected. In this regard, counterparties to credit agreements and arrangements with these financial institutions and third parties, such as beneficiaries of letters of credit (among others), may experience direct impacts from the closure of these financial institutions, and uncertainty remains over liquidity concerns in the broader financial services industry. Similar impacts have occurred in the past, such as during the 2008-2010 financial crisis. Inflation and rapid increases in interest rates have led to a decline in the trading value of previously issued government securities with interest rates below current market interest rates. Although the U.S. Department of Treasury, FDIC , and Federal Reserve Board have announced a program to provide immediate loans to financial institutions secured by certain government securities held by financial institutions to mitigate the risk of potential losses on the sale of such instruments, widespread demands for customer withdrawals or other liquidity needs of financial institutions for immediately liquidity may exceed the capacity of such program.

In addition, any further deterioration in the macroeconomic economy or financial services industry could lead to losses or defaults by our potential partners, vendors, or suppliers, which in turn, could have a material adverse effect on our current and/or projected business operations and results of operations and financial condition. For example, a partner may fail to make payments when due, default under their agreements with us, become insolvent or declare bankruptcy, or a supplier may determine that it will no longer deal with us as customers. In addition, a vendor or supplier could be adversely affected by any of the liquidity or other risks that are described above as factors that could result in material adverse impacts on us, including but not limited to delayed access or loss of access to uninsured deposits or loss of the ability to draw on existing credit facilities involving a troubled or failed financial institution. The bankruptcy or insolvency of any partner, vendor, or supplier, or the failure of any partner to make payments when due, any breach or default by a partner, vendor, or supplier, or the loss of any significant supplier relationships, could cause us to suffer material losses and may have a material adverse impact on our business.

The hospitality industry is cyclical and adverse global economic conditions or low levels of economic growth could adversely affect our revenues and profitability as well as cause a decline in or limitation of their future growth.

Consumer demand for our services is closely linked to global and regional economic conditions and is sensitive to business and personal discretionary spending levels. Changes in consumer demand and general business cycles can subject and have subjected revenues to significant volatility. Adverse general economic conditions, health and safety concerns, risks or restrictions affecting or reducing travel patterns, lower consumer confidence, high unemployment, or adverse political conditions can result in a decline in consumer demand for hotel accommodations, which can lower the revenues and profitability of the Phoenix, Arizona-based Atari Hotel business. In addition, a portion of the expenses associated with managing, franchising, licensing, owning, or leasing hotels is fixed. These costs include personnel costs, interest, property taxes, insurance, and utilities, all of which may increase at a greater rate than our revenues and/or may not be able to be reduced at the same rate as declining revenues. Where cost-cutting efforts are insufficient to offset declines in revenues, we could experience a material decline in margins and reduced or negative cash flows. If we are unable to decrease costs significantly or rapidly if and when demand related to the Phoenix, Arizona-based Atari Hotel decreases, a decline in its revenues could have a particularly adverse impact on its net cash flow and profits. Economic downturns generally affect the results derived from owned properties more significantly than those derived from managed and leased portions of the property due to the proportion of fixed costs associated with operating an owned property and the greater exposure owners have to the properties' performance. As a result, changes in consumer demand and general business cycles can subject our revenues, earnings, and results of operations to significant volatility. Uncertainty regarding the future rate and pace of economic growth in different regions of the country makes it difficult to predict future profitability levels.

In addition to general economic conditions, new hotel room supply is an important factor that can affect the hospitality industry's performance. Excessive growth in lodging supply could result in returns that are substantially below expectations or result in losses, which could materially and adversely affect our revenues, profitability, and future growth prospects.

Our efforts to develop, build, and then maintain, repair, and renovate the Phoenix, Arizona-based Atari Hotel as necessary could be delayed or become more expensive, which could reduce revenues or impair its ability to compete effectively.

If not maintained in the future, the condition of the Phoenix Atari branded hotel once it is completed could negatively affect the hotel's ability to attract guests or result in higher operating and capital costs. These factors could reduce revenues or profits from the hotel. There can be no assurance that any planned renovations, when needed, will occur or, even if completed, will result in improved performance. In addition, these efforts are subject to a number of risks, including the following: construction delays or cost overruns; delays in obtaining, or failure to obtain, zoning, occupancy, and other required permits or authorizations; government restrictions on the size or kind of development; changes in economic conditions that may result in weakened or lack of demand for improvements that we make or negative project returns; and lack of availability of rooms or meeting and events spaces for revenue-generating activities during construction, modernization or renovation projects. If the Phoenix, Arizona-based Atari Hotel is not built to meet guest preferences or brand standards, or if the opening thereof is delayed, then our results of operations and financial results could be negatively affected.

Future terrorist activity and/or international instability could adversely impact our real estate acquisition plans and financial operations.

A terrorist attack against the United States, an increase in terroristic threats or suspected activity, and/or an increase in domestic or international instability, whether or not located in the United States, could significantly affect our business by slowing, delaying or halting construction of the Phoenix, Arizona-based Atari Hotel, increasing the cost of such development, and/or reducing the sales and/or usages of the hotel due to fears of an attack, thereby adversely affecting our results of operations, and financial condition.

We might become subject to risks arising from litigation.

We or our affiliates might become involved in litigation. Litigation can be costly, and the results of litigation are often difficult to predict. We may not have adequate insurance coverage or contractual protection to cover costs and liability in the event we are sued, and to the extent we resort to litigation to enforce our rights, we may incur significant costs and ultimately be unsuccessful or unable to recover amounts that we believe are owed. We might have little or no control over the timing of litigation, which presents challenges to their strategic planning as well. If we are subject to litigation, it could redirect efforts and funds that would have otherwise been allocated to the development, construction, or operation of the hotel which could cause a material adverse change in our business, results of operations, and financial condition.

The performance of the Phoenix, Arizona-based Atari Hotel will fluctuate with general and local economic conditions.

The successful operation of any real estate asset is significantly related to general and local economic conditions. Periods of economic slowdown or recession, significantly rising interest rates, declining employment levels and other economic events may decrease demand for real estate, which can result in a greater likelihood of defaults under the existing leases and lower rent and lower occupancy levels. As a result, these factors may adversely affect the value of the Phoenix, Arizona-based Atari Hotel, the value of the Units and distributions paid to holders of the Units according to our operating agreement. See "*Description of Our Units and Significant Governance Matters — Distribution Policy*" for more information.

We are subject to risks related to corporate social responsibility.

We, along with the hospitality industry generally will be facing scrutiny related to environmental, social and governance activities and the risk of damage to our reputation and the value of the Atari hotel if we fail to act responsibly or comply with regulatory requirements in a number of areas, such as safety and security, responsible tourism, environmental stewardship, supply chain management, climate change, diversity, equity and inclusion, philanthropy and support for local communities. In particular, our stakeholders may increasingly be interested in our approach to managing climate-related risks and opportunities and may have a direct impact on our revenue. Our failure to adequately keep up with developments associated with corporate social responsibility could result in damage to our reputation, which could cause a material adverse effect on our financial condition, business, and results of operations.

We are both dependent on key personnel.

Jordan Taylor and Jason Merck, the co-managers of our Manager have a significant role in our success. The loss of services of Jordan Taylor and Jason Merck or a limitation in their availability could adversely affect the financial condition and cash flow of our Phoenix, Arizona-based Atari Hotel project, and increase the costs and delays due to the loss of either Mr. Taylor or Mr. Merck's industry connections. Further, such a loss could be negatively perceived in the securities markets. The occurrence of the foregoing could cause a material adverse effect on our results of operations, business, and financial condition as well as a decrease in the value of your investment in us.

Labor shortages could restrict our ability to operate the hotel or grow the business or result in increased labor costs that could adversely affect their results of operations.

If we are unable to attract, retain, train, manage, and engage skilled individuals, our ability to staff and operate the hotel could be diminished, which could reduce customer satisfaction, and its ability to manage the hotel business could be adversely affected. In addition, the inability of our lessees or partners to attract, retain, train, manage, and engage skilled employees for the restaurants, retail gift stores, or experiences could adversely affect the reputation of our Atari brand. Because payroll costs are a major component of the operating expenses at hotels, a shortage of skilled labor could also require higher wages that would increase labor costs, which could adversely affect our results of operations and the results of the hotel. Additionally, an increase in minimum wage rates could increase costs and reduce profits for us and our partners, which could, in turn, lower demand from other partners or lessees to partner with the hotel. The occurrence of any of the foregoing or a combination thereof could cause a material adverse effect on our business, results of operations, and financial condition.

Because we operate in a highly competitive industry, our revenues or profits could be harmed if we are unable to compete effectively.

The segments of the hospitality industry in which we operate are subject to intense competition. Their principal competitors are other operators of luxury, full-service and focused-service hotels, including other major hospitality chains with well-established and recognized brands and hotels in Phoenix. They will also potentially compete against smaller hotel chains, independent and local hotel owners and operators, home and apartment-sharing services, and timeshare operators. If they are unable to compete successfully, their revenues or profits may decline.

We will also face competition for individual guests, group reservations, and conference business at the hotel. We will compete for these customers based primarily on Atari brand name recognition and reputation, as well as location, rates for hotel rooms, food and beverage and other services, property size and availability of rooms and conference and meeting space, accommodations, and technology, quality of the accommodations, customer satisfaction, amenities, and the ability to earn and redeem loyalty program points. Our competitors may have greater commercial, financial, and marketing resources and more efficient technology platforms, which could allow them to improve their properties and expand and improve their marketing efforts in ways that could affect our ability to compete for guests effectively, or they could offer a type of lodging product that customers find attractive but that we may not offer.

If the Phoenix, Arizona-based Atari Hotel cannot compete successfully in these areas, its operating margins could contract, its market share could decrease, and its earnings could decline. Further, new lodging supplies in the Phoenix market could negatively impact the hotel industry and hamper the ability to maintain or increase room rates or occupancy in such markets. The occurrence of any of the foregoing or a combination thereof could cause a material adverse effect on our business, results of operations, and financial condition.

Any deterioration in the quality or reputation of the Atari brand or theme could have an adverse effect on our reputation, business, financial condition or results of operations.

The Atari brand will be among our most important assets. Our ability to attract and retain guests depends, in part, on public recognition of the Atari brand and its associated reputation. If the Atari brand or theme becomes obsolete or consumers view it as unfashionable, unsustainable or lacking in consistency and quality, we might be unable to attract guests to the Phoenix, Arizona-based Atari Hotel and may further be unable to attract or retain partners.

Changes in ownership or management practices, perceptions of our ESG practices, perception of guest or employee health or safety, the occurrence of accidents or injuries, cyber-attacks, security breaches, natural disasters, crime, failure of suppliers, lessees or business partners to comply with relevant regulations and contractual requirements relating to a variety of issues including environmental, human rights and labor, individual guest, owner or employee notoriety or similar events at the hotel can harm its reputation, create adverse publicity and cause a loss of consumer confidence in our business. Because of the global nature of the Atari brand and the particularities of the business and Phoenix, Arizona hotel location, events occurring in that location could negatively affect the reputation and operations of otherwise successful operations. In addition, the expansion of social media has compounded the potential scope of negative publicity by increasing the speed and expanse of information dissemination. Many social media platforms publish content immediately and without filtering or verifying the accuracy of that content. A negative incident or the perception of the occurrence of a negative incident at our hotel could have far-reaching effects, including lost sales, customer boycotts, loss of development opportunities, and employee difficulties. Such incidents could in the future subject us to legal actions, including litigation, governmental investigations or penalties, along with the resulting additional adverse publicity. A perceived decline in the quality of the Atari brand or damage to our reputation could adversely affect our business, financial condition and results of operations.

Adverse incidents at the Phoenix, Arizona-based Atari-Hotel, or adverse publicity could harm our brand and reputation, as well as adversely affect our market share, business, financial condition, or results of operations.

The Atari brand and its reputation are among our most important assets. The reputational value is based, in part, on the external perceptions of Atari, the quality of the to-be-built Phoenix Atari branded hotel and services, and corporate and management integrity. They may experience harm to their reputation, loss of consumer confidence, or a negative impact on the hotel's results of operations as a result of an incident involving the potential safety or security of the guests, customers, or colleagues; adverse publicity regarding safety or security of travel destinations around the globe or at their competitors' properties, or in respect of their third-party vendors or owners and the industry; or any media coverage resulting therefrom.

Additionally, the hotel's reputation could be harmed if it fails, or is perceived to fail, to comply with various regulatory requirements or if it fails to act responsibly or is perceived as not acting responsibly in a number of areas such as health, safety, and security; data security; diversity and inclusion; group events with controversial groups or speakers; sustainability; responsible tourism; environmental stewardship; supply chain management; climate change; human rights; philanthropy and support for local communities; and corporate governance. We will be managing a broad range of corporate responsibility matters, taking into consideration their expected impact on the sustainability of the hotel business over time and the potential impact of the Phoenix, Arizona-based Atari Hotel business on society and the environment. Despite the efforts, consumer travel preferences may shift due to sustainability-related concerns or costs. In addition, stakeholder expectations regarding such matters are evolving, and they might experience engagement from stakeholders of differing views on these matters. Adverse incidents with respect to their corporate responsibility efforts could impact the value of our Atari brand or their reputation, the cost of their operations, and relationships with investors and stakeholders, all of which could adversely affect their business and results of operations.

The continued expansion in the use and influence of social media has compounded the potential scope of negative publicity that could be generated, lead to litigation or governmental investigations, or damage their reputation. Adverse incidents may occur in the future. Negative incidents could lead to tangible adverse effects on the Phoenix, Arizona-based Atari Hotel business, including lost sales, boycotts, reduced enrollment and/or participation in the hotel's loyalty program, disruption of access to digital platforms, loss of development opportunities, or reduced colleague retention and increased recruiting difficulties. Any decline in the reputation or perceived quality of the Atari brand or corporate image could adversely affect their market share, business, financial condition, or results of operations.

We are exposed to risks and costs associated with protecting the integrity and security of personal data and other sensitive information.

We will face various risks and costs associated with the collection, handling, storage, and transmission of sensitive information, including costs related to compliance with U.S. and foreign data collection and privacy laws and other contractual obligations. This includes risks associated with the compromise of their systems collecting such information. Many jurisdictions, including the European Union, the U.K., China, and certain states within the U.S., have enacted laws that impose specific requirements on the handling of personal data. We collect internal and customer data, including credit card numbers and other personally identifiable information for a range of critical business purposes, such as managing their workforce, providing requested products and services, maintaining guest preferences to enhance customer service, and for marketing and promotional purposes. They could be exposed to fines, penalties, restrictions, litigation, reputational harm, or other expenses, or other adverse effects on their business, due to failure to protect personal data and other sensitive information or failure to maintain compliance with various U.S. and foreign data collection and privacy laws, with credit card industry standards, or with other applicable data security standards.

Furthermore, U.S. states and the federal government have enacted additional laws and regulations to protect consumers against identity theft. These laws and similar laws in other jurisdictions have increased the costs of doing business, and our failure to implement appropriate safeguards or to detect and provide prompt notice of unauthorized access as required by some of these laws could subject them to potential claims for damages and other remedies. If we are required to pay any significant amounts in satisfaction of claims under these laws, or if they were forced to cease their business operations for any length of time as a result of their inability to comply fully with any such law, our business, operating results, and financial condition could be adversely affected.

Using a credit card to purchase shares may impact the return on your investment as well as subject you to other risks inherent in this form of payment.

Investors in this Offering may have the option of paying for their investment with a credit card, which is not usual in the traditional investment markets. Transaction fees charged by your credit card company (which can reach 5% of transaction value if considered a cash advance) and interest charged on unpaid card balances (which can reach almost 25% in some states) add to the effective purchase price of the shares you buy. The cost of using a credit card may also increase if you do not make the minimum monthly card payments and incur late fees. Using a credit card is a relatively new form of payment for securities and will subject you to other risks inherent in this form of payment, including that, if you fail to make credit card payments (e.g. minimum monthly payments), you risk damaging your credit score and payment by credit card may be more susceptible to abuse than other forms of payment. Moreover, where a third-party payment processor is used, as in this Offering, your recovery options in the case of disputes may be limited. The increased costs due to transaction fees and interest may reduce the return on your investment.

The SEC's Office of Investor Education and Advocacy issued an Investor Alert dated February 14, 2018, entitled: Credit Cards and Investments — A Risky Combination, which explains these and other risks you may want to consider before using a credit card to pay for your investment.

The growth of internet reservation channels could adversely affect our business and profitability.

A significant percentage of hotel rooms for individual guests are booked through internet travel intermediaries, to whom we shall commit to paying various commissions and transaction fees for sales of the rooms through their systems. Search engines and peer-to-peer inventory sources also provide online travel services that compete with their business. If these bookings increase, these hospitality intermediaries may be able to obtain higher commissions or other significant concessions from them. These hospitality intermediaries may also reduce bookings at the hotel by de-ranking the hotels in search results on their platforms, and other online providers may divert business away from the hotel. Although we expect that our contracts with many hospitality intermediaries will limit transaction fees for the Phoenix hotel, there can be no assurance that they will be able to renegotiate these contracts upon their expiration with terms as favorable as the provisions that existed before the expiration, replacement, or renegotiation. Moreover, hospitality intermediaries generally employ aggressive marketing strategies, including expending significant resources for online and television advertising campaigns to drive consumers to their websites. As a result, consumers may develop brand loyalties to the intermediaries' brands, websites, and reservations systems rather than directly to the Phoenix, Arizona-based Atari Hotel brand and systems. If this happens, the Phoenix, Arizona-based Atari Hotel's business and profitability may be significantly affected over time as shifting customer loyalties divert bookings away from the hotel's websites, which may increase costs for the hotel in its operations system. Internet travel intermediaries also have been subject to regulatory scrutiny, particularly in Europe. The outcome of this regulatory activity may affect our ability to compete for direct bookings through their own internet channels.

In addition, although internet travel intermediaries have traditionally competed to attract individual leisure consumers or transient businesses rather than group businesses for meetings and events, in recent years, they have expanded their business to include marketing to group businesses and also to corporate transient businesses. If that growth continues, it could both divert group and corporate transient business away from the hotel and also increase their cost of sales for group and corporate transient business. Consolidation of internet travel intermediaries, or the entry of major internet companies into the internet travel bookings business, also could divert bookings away from our websites and increase the hotels' cost of sales.

Misalignment with public and consumer tastes and preferences for entertainment, travel and consumer products could negatively impact demand for the Phoenix, Arizona-based City of Atari-themed hotel and affect the profitability of the business.

The Phoenix, Arizona-based Atari Hotel will include more than 60,000 square feet of immersive entertainment, video gaming experiences, food and beverage, and retail. The City of Atari will immerse guests into a combination of nostalgic and pop-culture-centric experiences focused on the history of gaming, movies, and music of the 1980s and 1990s, as well as futurism inspired by Atari and other brands like Bladerunner and Tron, combined with current and future video gaming-themed brands and experiences, utilizing the latest technologies and AI.

We will create entertainment via such Atari themes and its success depends substantially on consumer tastes and preferences that change in often unpredictable ways. The success of the business depends on the ability to consistently create compelling content, which may be distributed, among other ways, through internet or cellular technology, theme park attractions, hotels and other recreational activities, daily excursions, and retail souvenir products. Such distribution must meet the changing preferences of the broad consumer market and respond to competition from an expanding array of choices facilitated by technological developments in the delivery of content. The success of theme parks, resorts, and experiences depends on the demand for public or out-of-home entertainment experiences. Demand for certain out-of-home entertainment experiences, such as going to play at arcade centers, has not returned to pre-pandemic levels, and COVID-19 may continue to impact consumer tastes and preferences. The success of our business therefore depends on our ability to successfully predict and adapt to changing consumer tastes and preferences. Moreover, we must often invest substantial amounts in content production and acquisition, acquisition of arcade rights, themed hotels, and other facilities or customer-facing platforms before they know the extent to which these services will earn consumer acceptance, and these services may be introduced into a significantly different market or economic or social climate from the one they anticipated at the time of the investment decisions. If our entertainment offerings as well as the methods to make such offerings and services available to consumers, do not achieve sufficient consumer acceptance, the hotel's revenue may decline or fail to grow to the extent they anticipate when making investment decisions and thereby further adversely affect the profitability of the Phoenix hotel business. Further, consumers' perceptions of the hotel's position on matters of public interest, including our efforts to achieve certain of our environmental and social goals, may differ widely and present risks to the hotel's reputation and brand. Consumer tastes and preferences impact, among other items, revenue from advertising sales (which are based in part on ratings for the programs in which advertisements air), affiliate fees, subscription fees, the license of rights to other distributors, themed hotel room charges and merchandise, souvenirs, food and beverage sales, sales of licensed consumer products or sales of the other services within the hotel. The occurrence of any of the foregoing or a combination thereof could cause a material adverse effect on our business, results of operations, and financial condition.

Extreme weather, climate change, and sustainability-related concerns could have a material adverse effect on our business and results of operations.

We will face risks associated with extreme weather and climate change, including the impacts of physical climate change effects, changes in laws and regulations related to climate change and sustainability, and changing consumer preferences. Natural disasters and extreme weather in locations where we will own the hotel or from areas of the world that might provide a large number of guests may lead to a significant decline in travel and reduced demand for lodging. The prevalence of these events may continue to increase as a result of climate change. Natural disasters, extreme weather, and other physical impacts of climate change (including rising sea levels, extreme hot or cold weather, water shortages, fire, and droughts) have in the past and could in the future lead to increases in related insurance, energy, or other operating costs, and physical damage to the hotels that might not be covered by insurance and might prevent or limit the operations of the property. Significant costs could be involved in improving the efficiency and climate resiliency of the to-be-built Phoenix Atari branded hotel and otherwise preparing for, responding to, and mitigating the physical effects of climate change or sustainability-related concerns. Compliance with future climate-related legislation and regulation and the current or future voluntary efforts to achieve science-based emissions reduction targets or other sustainability initiatives could also be difficult and costly. Growing public recognition of the dangers of climate change and other sustainability-related concerns may affect customers' travel choices, including their frequency of travel. As a result, the Phoenix hotel might experience reduced demand, significantly increased operating and compliance costs, operating disruptions or limitations, constraints on room occupancy growth, and even physical damage to the hotel, all of which could adversely affect our profits and growth.

Financial distress experienced by strategic partners or other counterparties could have an adverse impact on us.

We intend to operate and lease portions of the hotel to create free and ticketed opportunities for customers to experience the latest in artificial reality, virtual reality, and AI technologies. Certain spaces will also be leased out to companies that offer products for sale, such as clothing, collectibles, digital assets, games (both digital and analog), as well as art and cultural offerings. We intend to curate these experiences based on the overall experience inside the hotel, focusing on existing brands, new IPs, and the ever-evolving world of technology. As a result of this endeavor, we anticipate becoming a party to numerous contracts of varying durations with different entities/vendors. Certain of our agreements will be comprised of a mixture of firm and non-firm commitments, varying tenures, and varying renewal terms, among other terms. There can be no guarantee that, upon the expiration of such contracts, we will be able to renew such contracts on terms as favorable to it, or at all.

We would also be exposed to the risk of loss in the event of non-performance by such potential strategic partners or other counterparties. Some of these counterparties may be highly leveraged and subject to their own operating, market, and regulatory risks, and some are experiencing or may experience, in the future, severe financial problems that may have a significant impact on their ability to perform their contractual obligations to us. Any material nonperformance from their potential contract counterparties due to inability or unwillingness to perform or adhere to contractual arrangements could have a material adverse impact on our business, results of operations, financial condition, and ability to make cash distributions to our stockholders if such non-performance impacts our ability to operate the hotel or provide satisfactory services to its customers.

We may be subject to claims for infringing the intellectual property rights of others, which could be costly and result in the loss of significant intellectual property rights.

We cannot be certain that we will not infringe the intellectual property rights of others. We may, in the future, be subject to litigation and other claims in the ordinary course of our business based on allegations of infringement or other violations of the intellectual property rights of others. Regardless of their merits, intellectual property claims can divert the efforts of our personnel and are often time-consuming and expensive to litigate or settle. In addition, to the extent claims against us are successful, we may have to pay substantial monetary damages or discontinue, modify, or rename certain products or services that are found to be in violation of another party's rights. We may have to seek a license (if available on acceptable terms or at all) to continue offering products and services, which may significantly increase our operating expenses.

We will hold a limited license to the Atari brand for use in the Phoenix, Arizona-based Atari Hotel and do not have any affiliation with Atari Interactive, Inc.

The "Atari" name and logo are the exclusive intellectual property of Atari Interactive, Inc. and are used in connection with hotel and entertainment projects solely pursuant to an exclusive license that we will acquire from an affiliate of our company upon the Initial Closing. This license grants us the exclusive rights to utilize the Atari brand and Atari-owned game titles throughout the property and in its content and marketing materials, including iconic titles such as Pong, Centipede, and Breakout, for use inside an entertainment property and attached hotel in Phoenix, Arizona. Central Roro, LLC, Main & Main Roro Property Owner, LLC, and AH Endeavors LLC are the current licensees; apart from this licensing relationship, they have no affiliation with Atari Interactive, Inc. This investment opportunity is neither sponsored nor endorsed by Atari Interactive, Inc. or any of its affiliates, and it confers no equity or other ownership interest in Atari Interactive, Inc., nor is it guaranteed by Atari Interactive, Inc. or its affiliates. If we fail to comply with our obligations under the license agreement, or if the license is otherwise terminated or not renewed, we could lose the rights to use the Atari intellectual property, which would materially and adversely affect our business, financial position, and future prospects, and investors could lose the entirety of their investment.

If we fail to comply with its obligations in the agreements under which it will license intellectual property and other rights from third parties or otherwise experience disruptions to its business relationships with any licensor, it could lose license rights that are important to the business.

Upon the Initial Closing, we will acquire the exclusive Atari license from an affiliate of our company. See "*Interest of Management and Others in Certain Transactions*" for more information. Pursuant to that license, we will hold the exclusive rights to utilize the Atari brand and Atari-owned game titles throughout the property and in its content and marketing materials, acquiring the exclusive rights to the iconic Atari brand and all game titles (including, for example, titles such as Pong, Centipede, and Breakout) for use inside of an entertainment property and attached hotel in Phoenix, Arizona, the 5th-largest city in the United States.

We will be a party to this license agreement and expect to enter into additional license agreements in the future with respect to other video game brands. We expect these license agreements to impose various diligence, milestone payment, royalty, and other obligations on them. If we fail to comply with their obligations under these agreements, or they are subject to bankruptcy or similar proceedings, we may be required to make certain payments to the licensor, they may lose the exclusivity of their license, or the licensor may have the right to terminate the license, in which event we would not be able to develop or market products covered by the license. The licensor of the Atari intellectual property rights or any future licensor may take any of these actions, including terminating a license agreement. Additionally, the milestone and other payments associated with these licenses will make it less profitable for us to provide their intended services. If the licensor were to terminate a license agreement for whatever reason, if possible, it would materially and adversely affect our business, financial position, and future prospects, and investors would likely lose the entirety of their investment.

If disputes over intellectual property and other rights that we will license prevent or impair their ability to maintain future licensing arrangements on acceptable terms, we may be unable to successfully develop and commercialize the themed hotel.

***Insurance may not cover damage to or losses involving the hotel or other aspects of the business, and the cost of such insurance could increase*.**

We will require comprehensive property and liability insurance policies for its leased and owned portions of the hotel, with coverage features and insured limits that we believe are customary. We also require its lessees to maintain similar levels of insurance. However, market forces beyond its control may limit the scope of the insurance coverage we or our lessees can obtain or our ability to obtain coverage at reasonable rates. Certain types of losses, generally of a catastrophic nature, such as earthquakes, hurricanes, floods, terrorist acts, pandemics, or liabilities resulting from incidents involving the security of information systems, may be subject to high deductibles, low limits, or may be uninsurable, or the cost of obtaining the insurance may be unacceptably high. As a result, we may not be successful in obtaining insurance without increases in cost or decreases in coverage levels or may not be successful in obtaining insurance at all. For example, over the past several years, following severe and widespread damage caused by natural disasters, coupled with continued large global losses, the property, liability, and other insurance markets have seen significant cost increases. Further, in the event of a substantial loss, the insurance coverage we or our lessees carry may not be sufficient to pay the full market value or replacement cost of any lost investment or, in some cases could result in certain losses being totally uninsured. As a result, our revenues and profits could be adversely affected, and for the portion it owns or leases, we could lose some or all of the capital that it has invested in the property, and it could remain obligated for guarantees, debt, or other financial obligations.

Failure to comply with marketing and advertising laws, including regarding direct marketing, could result in fines or place restrictions on their business.

We will rely on a variety of direct marketing techniques, including telemarketing, email and social media marketing, and postal mailings, and it is subject to various laws and regulations in the U.S. and internationally that govern marketing and advertising practices. Any further restrictions in laws and court or agency interpretations of such laws, such as the Telephone Consumer Protection Act of 1991, the Telemarketing Sales Rule, the CAN-SPAM Act of 2003, various U.S. state laws, such as the California Privacy Rights Act, international data protection laws, such as the E.U. General Data Protection Regulation, or the “GDPR,” and laws limiting the cross-border transfer of data that govern these activities or new laws that become effective in the future could adversely affect current or planned marketing activities and cause us to change its marketing strategy. If this occurs, we may not be able to develop adequate alternative marketing strategies, which could affect our ability to maintain relationships with its customers and acquire new customers. We will also obtain access to names of potential customers from travel service providers or other companies and market to some individuals on these lists directly or through other companies’ marketing materials. If access to these lists were prohibited or otherwise restricted, our ability to develop new customers and introduce them to products could be impaired.

Governmental regulation may adversely affect the operation of the hotel.

In many jurisdictions, the hospitality industry is subject to extensive foreign or U.S. federal, state, and local governmental regulations, including those relating to the service of alcoholic beverages, the preparation and sale of food and those relating to building and zoning requirements. We will also be subject to licensing and regulation by U.S. state and local departments relating to health, sanitation, fire, and safety standards and to laws governing their relationships with employees, including minimum wage requirements, overtime, working conditions status, and citizenship requirements. These requirements are complex and subject to frequent revision, with changes at the U.S. federal level often accompanying new U.S. presidential administrations. We or our third-party owners may be required to expend funds to meet U.S. federal, state, and local regulations in connection with the construction, continued operation, or development of the property. Our failure to meet the requirements of applicable regulations and licensing requirements, or publicity resulting from actual or alleged failures, could have an adverse effect on its results of operations and financial condition. For example, if we fail to comply with any of the requirements of the ADA, we might be subject to fines, penalties, injunctive action, reputational harm, guest, advocacy group, or employee lawsuits, and other business effects that could materially and negatively affect our performance and results of operations.

There may be deficiencies with our internal controls that require improvements, and if we are unable to evaluate internal controls adequately, we may be subject to sanctions.

As a Tier 2, Regulation A issuer, we will not need to provide a report on the effectiveness of our internal controls over financial reporting, and we will be exempt from the auditor attestation requirements concerning any such report so long as we are a Tier 2 issuer. We do not know whether our internal control procedures are effective, and therefore, there is a greater likelihood of undiscovered errors in our internal controls or reported financial statements as compared to issuers that have conducted such evaluations.

Risks Related to Conflicts of Interest

We are dependent on our Manager and its affiliates and key personnel who will provide services to us under our operating agreements or otherwise, and we may not find suitable replacements if our Manager and its affiliates and key personnel decides to terminate its relationship with us pursuant to the operating agreement, or any other

agreement to which such services are provided is terminated, or if key personnel leave or otherwise become unavailable to us, which could have a material adverse effect on our performance.

We do not expect to have any employees and are completely reliant on the Manager to provide it with project management and advisory services. We expect to benefit from the personnel, relationships, and experience of our Manager and its key personnel and expect to benefit from the same highly experienced personnel and resources it needs for the implementation and execution of the Atari-brand hotel development. The Manager will also have significant discretion as to the implementation of the Atari hotel development project. Accordingly, it is believed that our success will depend to a significant extent upon the efforts, experience, diligence, skill, and relationships of the executive officers and key personnel of the Manager. The executive officers and key personnel of the Manager will run all of the operations from the purchase of the land where it is planned to build the Atari-brand hotel, through the construction of the hotel to the day-to-day management of hotel operations once the hotel is up and running. Our success will depend on their continued service. In addition, we offer no assurance that the Manager will remain the Manager or that we will continue to have access to the Manager's principals and professionals. If the Operating Agreement is terminated and no suitable replacement manager is found, our ability to execute business plans will be negatively impacted.

The ability of the Manager and its officers and other personnel to engage in other business activities, including managing other similar companies, may reduce the time the Manager spends managing our business and may result in certain conflicts of interest.

Our officers also serve or may serve as officers or employees of AH Endeavors and JMJT, as well as other Manager-sponsored vehicles, and other companies unaffiliated with the Manager but affiliated with the co-managers of our Manager. These other business activities may reduce the time these people spend managing the business. Further, if there are turbulent conditions in the real estate markets or distress in the credit markets or other times when we will need focused support and assistance from the Manager, the attention of the Manager's personnel and executive officers and the resources of the Manager may also be required by other Manager-sponsored vehicles. In such situations, we may not receive the level of support and assistance that they might receive if they were internally managed or if they were not managed by the Manager. In addition, these people may have obligations to other entities, the fulfillment of which might not be in our best interests or any of the investors'. Our officers and the Manager's personnel may face conflicts of interest in allocating sales, financing, leasing, and other business opportunities among the real properties owned by the various companies and by us. The occurrence of any of the foregoing or a combination thereof could cause a material adverse effect on our business, results of operations, and financial condition.

Our operating agreements contains provisions that reduce or eliminate duties (including fiduciary duties) of the Manager.

Our operating agreements provides that our Manager, in exercising its rights in its capacity as the Manager, will be entitled to consider only such interests and factors as it desires, including its own interests, and will have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting us or any of our investors and will not be subject to any different standards imposed by our operating agreement, or under any other law, rule or regulation or in equity. These modifications of fiduciary duties are expressly permitted by Delaware law. Further, we have partially waived the duty of loyalty in that our Manager is permitted to own and manage interests that are competitive with us and such people are under no obligation to present any business opportunity to us.

There are conflicts of interest among us and the Manager and its affiliates.

We do not have any directors or executive officers. Instead, each of our operations is managed by the Manager and its employees and members. All the agreements and arrangements between such parties, including those relating to compensation, are not the result of arm's-length negotiations. Some of the conflicts inherent in our transactions with the Manager and its affiliates, as well as the limitations on such parties adopted to address these conflicts, are described below. The Manager and its affiliates will try to balance our interests with their own. However, to the extent that such parties take actions that are more favorable to other entities than us, these actions could have a negative impact on our financial performance and, consequently, on distributions to investors and the value of our Units.

Our operating agreement provides us with broad powers and authority which may exacerbate the existing conflicts of interest among your interests and those of the Manager, its executive officers, and its other affiliates. Potential conflicts of interest include, but are not limited to, the following:

- The Manager or an affiliate of the Manager may sell or license certain properties to us. The Manager will be setting the purchase price that we will pay for such a property, which price may be higher than appraised values or comparable property prices;

- the Manager, its executive officers and its other affiliates may continue to offer other real estate investment opportunities, including equity offerings similar to this Offering, and may make investments in real estate assets for their own respective accounts, whether or not competitive with our business;

- the Manager, its executive officers, and its other affiliates will not be required to disgorge any profits or fees or other compensation they may receive from any other business they own separately from us, and you will not be entitled to receive or share in any of the profits or fees or other compensation from any other business owned and operated by the Manager, its executive officers and/or its other affiliates for their own benefit;

- We might engage the Manager or affiliates of the Manager to perform services at prevailing market rates. Prevailing market rates are determined by the Manager based on industry standards and expectations of what the Manager would be able to negotiate with third party on an arm's length basis; and

- The Manager, its executive officers and its other affiliates are not required to devote all of their time and efforts to our affairs.

Our Manager's liability is limited under our Operating Agreement and the Operating Agreement, and each of us has agreed to indemnify the Manager against certain liabilities. As a result, we may experience poor performance or losses for which the Manager would not be liable.

Pursuant to our Operating Agreement and the Operating Agreement, Our Manager will not assume any responsibility on our behalf other than to render the services called for thereunder. Under the terms of the operating agreement, our Manager, its officers, investors, members, Managers, directors and personnel, any person controlling or controlled by our Manager, and any person providing services to our Manager will not be liable to us, any subsidiary of ours, or our investors, members or partners or any subsidiary's investors, members or partners for acts or omissions performed in accordance with and pursuant to the operating agreement, except by reason of acts or omissions constituting bad faith, willful misconduct, gross negligence, or reckless disregard of their duties under the operating agreement.

Accordingly, we and our investors will only have recourse and be able to seek remedies against our Manager to the extent it breaches its obligations pursuant to our Operating Agreement or the Main & Main Operating Agreement. Furthermore, we have agreed to limit the liability of our Manager and to indemnify our Manager against certain liabilities. We have agreed to reimburse, indemnify and hold harmless our Manager, its officers, investors, members, Managers, directors and personnel, any person controlling or controlled by our Manager, and any person providing sub-advisory services to our Manager with respect to all expenses, losses, damages, liabilities, demands, charges and claims in respect of, or arising from, acts or omissions of such indemnified parties not constituting bad faith, willful misconduct, gross negligence, or reckless disregard of our Manager's duties, which have a material adverse effect on us. In addition, we may choose not to enforce, or to enforce less vigorously, our rights under the operating agreement because of our desire to maintain our ongoing relationship with our Manager.

Risks Related to this Offering and Ownership of Our Units

Investment in the Units is speculative, and each investor assumes the risk of losing their entire investment.

An investment in the Units is speculative and, by investing, each potential investor in this Offering assumes the risk of losing your entire investment. The Company has had no operations as of the date of this offering circular and will be solely dependent upon the efforts of our Manager and the operating results of the Phoenix, Arizona-Based Atari Hotel, all of which are subject to the risks described in this offering circular.

Accordingly, only investors who are able to bear the loss of their entire investment and who otherwise meet the investor suitability standards should consider purchasing the Units.

There is currently no public trading market for our Units.

There is currently no public trading market for our Units, and none is expected to be developed or sustained. If an active public trading market for our Units does not develop or is not sustained, it may be difficult or impossible for you to resell your Units at any price. Even if a public market does develop, the market price could decline below the amount you paid for your Units.

If a market ever develops for our Units, the market price and trading volume may be volatile.

If a market develops for our Units, the market price of our Units could fluctuate significantly for many reasons, including reasons unrelated to our performance, the underlying assets or us, such as reports by industry analysts, investor perceptions, or announcements by our competitors regarding their own performance, as well as general economic and industry conditions. For example, to the extent that other companies, whether large or small, within our industry experience declines in their share price, the value of our Units may decline as well.

In addition, fluctuations in our operating results to meet the expectations of investors may negatively impact the price of our securities. Operating results may fluctuate in the future due to a variety of factors that could negatively affect revenues or expenses in any particular reporting period, including the vulnerability of our business to a general economic downturn; changes in the laws that affect our operations; competition; compensation related expenses; application of accounting standards; seasonality; and our ability to obtain and maintain all necessary government certifications or licenses to conduct our business.

This Offering is being conducted on a commercially reasonable efforts basis and we may not be able to execute our growth strategy if we are unable to raise this capital.

We are offering the interests on a “commercially reasonable efforts” basis, and we can give no assurance that all of the offered interests will be sold. If you invest in our interests and more than the minimum number of offered Units are sold, but less than all of the offered Units are sold, the risk of losing your entire investment will be increased. If substantially less than the maximum number of Units offered are sold, we may be unable to fund all the intended uses described in this offering circular from the net proceeds anticipated from this Offering without obtaining funds from alternative sources or using the working capital that we generate. Alternative sources of funding may not be available to us at what we consider to be a reasonable cost, and the working capital generated by us may not be sufficient to fund any uses not financed by offering net proceeds.

This is a fixed price offering and the fixed offering price may not accurately represent the current value of us or our assets at any particular time. Therefore, the purchase price you pay for our Units may not be supported by the value of our assets at the time of your purchase.

This is a fixed price offering, which means that the offering price for our Units is fixed and will not vary based on the underlying value of our assets at any time. Our Manager has determined the offering price in its sole discretion without the input of an investment bank or other third party. The fixed offering price for our Units has not been based on appraisals of any assets we own or may own, or of the Company as a whole, nor do we intend to obtain such appraisals. Therefore, the fixed offering price established for our Units may not be supported by the current value of us and our assets at any particular time.

Investors lack voting rights with respect to the day to day management of the business, and our Manager may take actions that are not in the best interests of investors.

Investors should be aware that they possess limited voting rights regarding the daily management of our business, and that Our Manager holds substantial authority to make decisions independently of investor input, which could potentially include actions that may not align with the interests of all investors in this Offering. As such, you may not necessarily agree with such decisions or decisions may not be in the best interests of all of the investors as a whole but only a limited number, and you will have limited ability to direct our business and influence such decisions.

Our Unitholders currently do not have the ability to remove Central RoRo Manager, LLC as Manager of the Company or Main & Main and will have very limited ability to do so in the future, if at all

The operating agreements of the Company and Main& Main contain provisions prohibiting removal of our Manager if either Jordan Taylor or Jason Merck, the co-managers of our Manager, have given personal guarantees as a condition of any debt financing of the Company or Main & Main, separately or concurrent. As such, until we repay the CBAZ LOC, our Manager cannot be removed or replaced as Manager of Main & Main. See "*Our Corporate Structure and Operational History — Our Operating History*" for more information. After the release of the personal guarantees of our Manager's co-managers, unless and until either co-manager extends another personal guarantee which satisfies the provision of the Main & Main Operating Agreement, our Manager may be removed from its position as Manager of the Company and Main & Main only for good cause by the holders holding 75% of the issued and outstanding units thereof, respectively. Notwithstanding the foregoing, we intend to enter into a construction credit facility that could have a negative covenant prohibiting the removal of our Manager while the facility is effective. If that is the case, we may not remove our Manager as manager of the Company or Main & Main until the facility is terminated.

As such, our Unitholders have zero to a significantly limited ability to remove our Manager as manager of the Company or Main & Main and may continue to have zero to limited ability to remove the Manager for the foreseeable future. Investors herein would, therefore, not be able to remove our Manager merely because they did not agree, for example, with how our Manager was operating. Moreover, the lack of ability to remove our Manager may cause our Units to be undervalued by analysts, which could negatively impact your ability to obtain a return on your investment in such Units.

We may issue additional units in the future, which would reduce investors' ownership percentage and may dilute our Unit's value.

We may issue additional Units after this Offering, and such issuances may result in substantial dilution in the percentage of our Units held by our then-existing Members. We may value any units issued in the future on an arbitrary basis. The issuance of Units for future services, acquisitions, or other corporate actions may dilute the value of the Units held by our investors and might adversely affect any trading market for our Units.

We may conduct concurrent offerings of our Units under Rule 506(c) of Regulation D, which could be integrated with this Offering of our Units pursuant to Rule 152 of the Securities Act if we fail to ensure compliance with the requirements of Regulation A and Regulation D, or fail to comply with any safe harbor from integration under Rule 152.

The integration of this Offering and any concurrent offering under Regulation D, pursuant to Rule 152 of the Securities Act, poses significant legal, regulatory, and operational risks. Under securities law, if such offerings are deemed to be integrated, that is, treated as a single offering, our ability to rely on exemptions from registration under the Securities Act may be jeopardized. In such an event, failure to meet the safe harbor provisions under Rule 152 could force us to register the combined offering, subjecting us to increased disclosure requirements, heightened regulatory scrutiny, and significant legal and administrative expenses. Such integration, if it occurs, may delay or disrupt the planned financing, adversely affect our ability to raise capital on favorable terms, and have a material adverse impact on our business, financial condition, and value of our Units.

We may use the net proceeds of this Offering in ways with which you may not agree.

While we currently intend to use the proceeds of this Offering for the purposes described in our "*Use of Proceeds*" tables, we have broad discretion over how these proceeds are to be used and may spend the proceeds in ways with which you may not agree. See "*Use of Proceeds*," and "*Description of Our Units and Significant Governance Matters — Original Members*" for more information. You must rely on our judgment regarding the application of the net proceeds from this Offering. The proceeds may be used for corporate purposes or in a manner that does not immediately improve our profitability or increase the price of our Units, subject to the requirement that our business purpose is the acquisition of real estate and development of Atari themed hotel.

We do not expect to be able to make cash distributions in the foreseeable future, and until such time as we are able to make any distributions of distributable cash as that term is defined under our Operating Agreements any return on your investment in our Units must come from increases in their fair market value and trading price.

We do not anticipate having available funds for distribution until after the Phoenix, Arizona-based Atari Hotel begins to operate and generate revenue. Once that occurs, we expect to make distributions of distributable cash to our Unitholders on at least an annual basis, at our Manager's sole discretion in the following order: (i) by Main & Main to the Main & Main Unitholders; and (ii) thereafter, by the Company to its Unitholders. See "*Description of Our Units and Significant Governance Matters — Distribution Policy*" for more information. Before the Phoenix, Arizona-based Atari Hotel is complete, we do not expect to make any distributions to our respective Unitholders, which would include you as a holder of our Units if you invested in this Offering. Further, any credit agreements that we may enter with institutional lenders may restrict our ability to make distributions of distributable cash. Whether we pay cash dividends in the future will be at the discretion of our Manager and will be dependent upon our financial condition, results of operations, capital requirements, and any other factors that our Manager decides are relevant. Until such time as our Manager determines that we can make distributions pursuant to our operating agreements, if at all, any return on your investment in our Units must come from increases in the fair market value and trading price thereof, if any. See also " *— Our Manager, which has sole management authority over us, does not own any Units or Main & Main Units, but holds a significant economic interest in Main & Main pursuant to the Main & Main's Operating Agreement*" and " *— Our Manager has sole management authority over us and the Phoenix, Arizona-based Atari Hotel business*" for more information.

If the Phoenix, Arizona-based Atari Hotel is not completed or operated as planned, or later closes before you redeem your rewards, we may not be able to deliver certain investment rewards.

Our ability to deliver certain rewards depends entirely on the successful construction, grand opening, and continued operation of the Phoenix, Arizona-based Atari Hotel. Should we fail to complete the hotel, fail to open it, or if it opens and subsequently ceases operations, you will permanently lose any reward that is dependent on the successful construction, grand opening, and continued operation of the hotel. In any such circumstance, all of your hotel-dependent rewards will be automatically canceled, and you will not receive any monetary or other compensation for this loss.

The values we assign to your investment rewards may differ materially from their actual or perceived worth.

The dollar values assigned to each tier of rewards under our investment reward program reflect our own good-faith, internal estimates of the fair-market value of the underlying reward, calculated as of the date of this offering circular.

No third-party appraisals were obtained, and no independent opinion as to valuation was sought or intended to be sought with respect to any reward. Accordingly, the stated values may differ, potentially materially, from the actual value a holder could realize in an arm's-length transaction, from the cost the Company ultimately incurs to deliver the benefit, or from any value an investor might personally ascribe to the benefit.

All investment rewards are non-transferable and may be forfeited under certain circumstances.

Benefits under the investment reward program may not be sold, assigned, or transferred. Failure to comply with the procedures for claiming certain rewards, such as providing required information or responding to communications within specified timeframes, may result in forfeiture of those rewards, and you will not be compensated for such forfeiture.

A portion of the offering proceeds will be used for non-cash investment rewards, which may not enhance the value of your investment.

A portion of the net proceeds from this offering will be allocated to fund the Company's investment reward program, which provides non-cash, non-transferable benefits to investors based on the amount of their investment. These rewards include, but are not limited to, event access, collectibles, loyalty points, and club memberships related to the planned Phoenix, Arizona-based Atari Hotel.

The total cost of the investment reward program will depend on the mix of investment amounts. The cost could be as high as approximately $600,000 if all investors invest in increments exceeding $50,000 and thereby qualify for the highest tier of rewards. Conversely, the cost could be $0 if no investor invests more than $10,000. Based on the Company's internal calculations, assuming the sale of the Maximum Offering Amount, the Company expects that the investment reward program will cost approximately $100,000. Any amounts allocated to the reward program will be deducted from the proceeds otherwise available for investment the Main & Main Units.

After completion of the Phoenix, Arizona-based Atari Hotel, distributions the Company may receive from Main & Main, if any, may be less than estimated and the Company may experience a decline in realized revenues from time to time as a result of such difference which could adversely affect the value of the Units and the distributions you could receive.

The Phoenix, Arizona-based Atari Hotel may not achieve the revenues that we anticipate. Since the Company's revenues are tied to distributions on the Main & Main Units, if the distributions the Company receives from Main & Main are less than estimated, the value of the Units and the distributions you may receive could decline. The Company's revenues could decrease in the future as a result of the non-acceptance of the hotel brand or services, general economic downturns, any other event having a negative effect on discretionary spending, or any other event that changes the desirability of the hotel as a destination compared to other alternative accommodations. If Main & Main is unable to successfully operate the hotel in the future, then cash distributions to the Unitholders may be materially and adversely affected.

Our Manager, which has sole management authority over us, does not own any Units or Main & Main Units, but holds a significant economic interest in Main & Main pursuant to the Main & Main's Operating Agreement.

Our Manager does not own any Units or Main & Main Units but has sole management authority over us and Main & Main, and is entitled to (i) an asset management fee equal to 1% of Main & Main's gross revenues on an annual basis, (ii) reimbursement for certain costs by Main & Main, and (iii) is entitled to receive a significant percentage of any distributions of distributable cash by Main & Main on the Main & Main Units, pursuant to the formula set forth in Main & Main's distribution policy. Specifically, after withholding any amounts reasonably necessary for operations, fees, and reserves, including the asset management fee, the Manager may determine the amount of cash and other property of the Company that is available for distribution to the Main & Main Unitholders, which is referred to as the "Net Distributable Cash" (defined below), if any, and in its sole discretion, may cause the Main &

Main to distribute such Net Distributable Cash to the Main & Main Unitholders. Subject to applicable laws and the other terms and conditions of the Main & Main Operating Agreement, any such distributions of Main & Main's Net Distributable Cash will be made first in satisfaction of tax liability, if any, and various preferred returns, including to the Original Members alone, a preferred return of invested capital; and then to all the Main & Main Unitholders together, including the Company, a preferred return of invested capital; and then to all of the Main & Main Unitholders, including the Company, a preferred return on investment, which we refer to in this offering circular as the "Preferred Returns." After payment of the Preferred Returns, any Main& Main distributions will be distributed:

- 80% to the Main & Main Unitholders pro rata in accordance with their respective unitholdings, and 20% to the Manager, as a carried interest, until the Main & Main Unitholders have received an IRR (defined below) of 15%, at which point

- Net Distributable Cash will be distributed 70% to the Main & Main Unitholders pro rata in accordance with their respective unit holdings, and 30% to the Manager.

The above economic rights held by our Manager have certain implications, including, that reservations for the asset management fee owed to our Manager will reduce, forever, any amounts of cash that may be distributable to the Company as a Main & Main Unitholder, and then you, as a Unitholder, and after any necessary reservation and payment of any tax liability of the Main & Main Unitholders and the Preferred Returns, our Manager is entitled to between 20% and 30% of all distributions to the Main & Main Unitholders, forever reducing the amount of distributable cash that you may have received as a Unitholder via your indirect ownership of the Main & Main Units. The effect of the Manager's significant economic interest in our business pursuant to the Main & Main Operating Agreement is such that our Units, as a result of our holding company structure, could be viewed less favorable by the market and industry analysts than the securities of our competitors. If such negative sentiment develops around our Manager's Economic interest, then such sentiment could cause a decrease in the value of our Units, which would impact your ability to obtain a favorable return on your investment solely through the appreciation of our Units. See also " — *We do not expect to be able to make cash distributions in the foreseeable future, and until such time as we are able to make any distributions of distributable cash as that term is defined under our Operating Agreements any return on your investment in our Units must come from increases in their fair market value and trading price*" and " — *Our Manager has sole management authority over us and the Phoenix, Arizona-based Atari Hotel business*" for more information.

We may terminate this Offering at any time during the offering period, provided that any money tendered by potential investors but not closed upon will be promptly returned by the Escrow Agent without any interest or deduction.

This Offering will terminate on the earlier of (i) the date we raise the Maximum Offering Amount, or (ii) the date that is one year from the qualification date of this Offering with the SEC, *provided*, that any money tendered by potential investors but not closed upon as a result of (ii) will be promptly returned by the Escrow Agent without any interest or deduction. If we conduct an Initial Closing and subsequent closings after that, however, we reserve the right to terminate this Offering at any time, regardless of the number of Units we may have sold, subject to the deadline referenced in (ii). In the event that we terminate this Offering at any time after an Initial Closing but prior to the sale of all of the Units offered hereby, whatever amount of capital that we have raised at that time will have already been utilized by us and no such funds will be returned to subscribers.

Our Manager has sole management authority over us and the Phoenix, Arizona-based Atari Hotel business.

Except as otherwise set forth in our Operating Agreements, our Manager, will have the sole right and authority to make all decisions with respect to our management (subject to the requirement that our business purpose be the acquisition of real estate and development of Atari themed hotel). No person should purchase our Units unless such a person is willing to entrust virtually all aspects of our management to our Manager. Our Manager may cause us to retain other persons, either directly or by way of contracting with other entities, for compensation to provide services to us relating to the hotel. Our Manager may make decisions governing our actions, which you may disagree with, or which may be contrary to your personal interests.

The return on an investment in our Units may be reduced if we are required to register as an investment company under the Investment Company Act of 1940.

We are not registered and do not intend to register as an investment company under the Investment Company Act of 1940. If we become obligated to register as an investment company, we would have to comply with a variety of substantive requirements under the Investment Company Act imposing, among other things:

- limitations on capital structure;
- restrictions on specified investments;
- prohibitions on transactions with affiliates; and
- requirements to comply with reporting, record keeping, voting, proxy disclosure and other rules and regulations that would significantly change our operations.

Main & Main RoRo Property Owner, LLC, is the owner of the Land Parcel where the Phoenix, Arizona-based Atari Hotel will be built as well as the developer, builder and operator of the planned Phoenix, Arizona-based Atari Hotel. As such, Main & Main is an operating company and not an investment company as that term is defined under the Investment Company Act of 1940.

Under Section 3(a)(1)(C) of the Investment Company Act, a company is deemed to be an investment company if it is engaged, or proposes to engage, in the business of investing, reinvesting, owning, holding, or trading in securities and owns or proposes to acquire investment securities having a value exceeding 40% of the value of its total assets (exclusive of government securities and cash items) on an unconsolidated basis. "Investment securities" excludes (A) government securities, (B) securities issued by employees' securities companies, and (C) securities issued by majority-owned subsidiaries which (i) are not investment companies; and (ii) are not relying on the exception from the definition of investment company under Section 3(c)(1) or 3(c)(7) of the Investment Company Act.

As of the date of the SEC's qualification of this Offering, there are 15,700 Main & Main Units issued and outstanding. See "*Security Ownership of Management and Certain Securityholders*" for more information. In this case, the Minimum Offering Amount of $8,668,000, or 17,336 Units, will be sufficient, after deduction of fees and offering expenses (see "*Use of Proceeds*" for more information) to result in Main & Main becoming a majority-owned subsidiary of the Company via the Company's acquisition of the net Offering proceeds of at least $7,850,500 in the Main & Main Units, at $500 per unit, for a total of 15,701 Main & Main Units, immediately following the Initial Closing. As such, the Main & Main Units will not be considered investment securities under the Investment Company Act because Main & Main will be the Company's majority-owned subsidiary, which is not an investment company or exempt from the definition of an investment company under Sections 3(c)(1) or 3(c)(7) of the Investment Company Act. In the future, if we are no longer the majority owner of the operating entity, we will be required to register as an investment company under the Investment Company Act. Such registration requirements, if not intentionally triggered, could have a material adverse impact on the Company's business, results of operations, and financial condition.

Possible changes in federal/local tax laws or the application of existing federal/local tax laws may result in significant variability in our results of operations and tax liability for the investor.

The Internal Revenue Code of 1986, as amended, is subject to change by Congress, and interpretations may be modified or affected by judicial decisions, by the Treasury Department through changes in regulations and by the Internal Revenue Service through its audit policy, announcements, and published and private rulings. Although significant changes to the tax laws historically have been given prospective application, no assurance can be given that any changes made in the tax law affecting an investment in the Company would be limited to prospective effect. Accordingly, the ultimate effect on an investor's tax situation may be governed by laws, regulations or interpretations of laws or regulations which have not yet been proposed, passed, or made, as the case may be.

Investors in this Offering may not be entitled to a jury trial with respect to claims arising under the subscription agreement, which could result in less favorable outcomes for the plaintiff(s) in any action under these agreements.

Investors in this Offering will be bound by the subscription agreement, which includes a provision under which investors waive the right to a jury trial of any claim they may have against us arising out of or relating to the subscription agreement. By signing the subscription agreement, the investor warrants that the investor has reviewed this waiver, and knowingly and voluntarily waives the investor's jury trial rights.

If we opposed a jury trial demand based on the waiver, a court would determine whether the waiver was enforceable based on the facts and circumstances of that case in accordance with the applicable state and federal law. To our knowledge, the enforceability of a contractual pre-dispute jury trial waiver in connection with claims arising under the federal securities laws has not been finally adjudicated by a federal court. However, we believe that a contractual pre-dispute jury trial waiver provision is generally enforceable, including in the Court of Chancery in the State of Delaware. In determining whether to enforce a contractual pre-dispute jury trial waiver provision, courts will generally consider whether the visibility of the jury trial waiver provision within the agreement is sufficiently prominent such that a party knowingly, intelligently, and voluntarily waived the right to a jury trial. We believe that this is the case with respect to the subscription agreement.

If you bring a claim against us in connection with matters arising under the subscription agreement, including claims under federal securities laws, you may not be entitled to a jury trial with respect to those claims, which may have the effect of limiting and discouraging lawsuits against us. If a lawsuit is brought against us under the subscription agreement, it may be heard only by a judge or justice of the applicable trial court, which would be conducted according to different civil procedures and may result in different outcomes than a trial by jury would have had, including results that could be less favorable to the plaintiff(s) in such an action.

Nevertheless, if this jury trial waiver provision is not permitted by applicable law, an action could proceed under the terms of the subscription agreement with a jury trial. No condition, stipulation, or provision of the subscription agreement serves as a waiver by any holder of Units or by us, or by an investor, of compliance with any provision of the federal securities laws and the rules and regulations promulgated under those laws.

In addition, when the Units are transferred, the transferee is required to agree to all the same conditions, obligations, and restrictions applicable to the Units or to the transferor with regard to ownership of the Units, that were in effect immediately prior to the transfer of the Units, including but not limited to the subscription agreement.

There are limitations on the transfer of our Units, which are designed to protect our structure and compliance with various regulatory frameworks.

Our Unitholders are restricted from assigning, pledging, mortgaging, hypothecating, giving, selling, or otherwise disposing of or encumbering their Unit holdings in part or whole unless they meet several conditions. These conditions include obtaining our Manager's approval for the transfer, which remains at our Manager's discretion and may come with additional conditions; ensuring the transfer is documented through a written agreement approved by our Manager and signed by all parties involved, including our Manager; and making certain that the transfer does not contravene the Securities Act's registration requirements, does not necessitate the our registration under the Investment Company Act of 1940, and does not result in us being taxed as a corporation. These restrictions have significant implications for our Unitholders: (i) they restrict liquidity and flexibility, making it harder for Unitholders to quickly liquidate their investment or use their units as collateral; and (ii) the need for Manager approval adds uncertainty since our Manager has the discretion to approve or deny transfers, which may not always align with the expectations and interests of our Unitholders. While these restrictions protect our interests and regulatory standing, they have the effect of severely limiting the ability of our Unitholders to transfer their Unit holdings and realize any profit therefrom.

The requirements of complying on an ongoing basis with Regulation A of the Securities Act may strain our resources and divert management's attention.

Because we are conducting an offering pursuant to Regulation A of the Securities Act, we will be subject to certain ongoing reporting requirements. Compliance with these rules and regulations may increase our legal and financial compliance costs, make some activities more difficult, time-consuming or costly and increase demand on our resources. The requirements of Regulation A may also make it more expensive for us to obtain manager liability insurance, if any, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. Moreover, as a result of the disclosure of information in this offering circular and in other public filings we make, our business operations, operating results and financial condition will become more visible, including to competitors and other third parties.

If we become subject to regulations governing investment companies, broker-dealers, or investment advisers, our ability to conduct business could be adversely affected.

The SEC regulates to a substantial degree the manner in which "investment companies," "broker-dealers," and "investment advisers" are permitted to conduct their business activities. We believe we will conduct our business in a manner that does not make us an investment company, broker-dealer, or investment adviser, and we intend to continue to conduct our business to avoid any such characterizations. If, however, we are deemed to be an investment company, broker-dealer, or investment adviser, we may be required to institute burdensome compliance requirements and our activities may be restricted, which would adversely affect our business and our ability to pay distributions to holders of the Units.