PRIVATE PLACEMENT MEMORANDUM

ARROWPOINT HIGHLAND, LLC

A Massachusetts Limited Liability Company

Presented By:
Arrowpoint Properties, LLC

March 29th 2015

INVESTMENT SUMMARY

PRIVATE PLACEMENT MEMORANDUM
Arrowpoint Highland, LLC
A Massachusetts Limited Liability Company
Seeking $530,000 Investment Capital
A Private Offering of 10 LLC Units
Purchase Price $53,000 per LLC Unit
Minimum Purchase: $53,000 (1 LLC Unit)
Cumulative Preferred: 8.00% Per Annum

Brief Description of the Offering

This Memorandum (the "Offering") is being furnished to potential accredited investors on a confidential basis so that they may consider an investment in Arrowpoint Highland, LLC, a Massachusetts limited liability company (the "Company") formed to acquire a 48 unit apartment complex located at 9 Highland Ave Pelham, New Hampshire (the "Property"). The Company is seeking to raise $530,000 investment equity and will be offered to accredited investors as LLC units or membership interests. Each unit in the LLC is valued at $53,000 for a total offering of 10 units. Those Investors who are interested in this Offering must purchase at least one LLC unit. However, the Manager may permit the purchase of fractional units in its sole discretion. The content of this Offering will highlight in detail the dynamics of the investment including but not limited to, Company structure, management, risk factors and financial projections. Please take the time to read through this Offering. The Manager will be available to answer any further questions or concerns regarding this Offering.

Timing of the Offering

The Offering commenced on March 29th, 2015. If the Minimum Dollar Amount has not been raised by the later of May 31st, 2015, of at such time the Property is no longer under contract, the Manager will not Break Impounds, and all funds, including any interest earned thereon, will be returned to the Investors without deduction.

Location of Funds

During the Offering Period, funds collected for the sale of Membership Units will be held in the attorney's IOLTA account until the transaction has been finalized. If either party cancels the contract prior to all contingencies being satisfied, all funds will be returned in full to investors without penalty.

This Private Placement Offering has been prepared solely for the benefit of accredited investors in connection with the private placement of Limited Liability Company (LLC) Units in the acquisition of 9 Highland Ave in Pelham, New Hampshire pursuant to Rule 506 of Regulation D promulgated under the Securities Act of 1933, as amended, and constitutes an offer only to the offeree to whom this offering was mailed. Distribution of this Offering to any person other than such offeree and those persons retained to advise them with respect thereto is unauthorized, and any reproduction of this memorandum, in whole or in part, or the divulgence of any of its contents, without prior written consent of the Company, is prohibited. Each offeree, by accepting delivery of this memorandum, agrees to return it and all other documents to the Company at the address specified below upon such Company's request, if the offeree does not intend to subscribe for the purchase of the LLC Units, the offeree's subscription is not accepted, or the Offering is terminated.

The securities have not been registered under the Securities Act of 1933, as amended (the "Act"), or approved by the Securities and Exchange Commission or the Regulatory Authority of any State nor has such Commission or Regulatory Authority passed on the accuracy or adequacy of this Offering. Accordingly, the LLC Units are offered only in transactions exempt from registration requirements under the Act. This Offering does not constitute an offer in any jurisdiction in which an offer is not authorized.

The LLC Units may not be sold, offered for sale, transferred, assigned, or pledged unless there is an effective registration statement under the Act covering such securities, the transfer is made in compliance with Rule 144 promulgated under the Act, or the Company receives an opinion of counsel reasonably satisfactory to the Company that Registration under the Act is not required.

This Investment involves a high degree of risk (see "Risk Factors"). There is no public market for LLC Units and there can be no assurance that there will be a market for the resale of these LLC Units in the foreseeable future.

The Company will make available to any prospective qualified investor, prior to the closing date for the sale of the LLC Units, the opportunity to ask questions of and to receive answers from the Company concerning terms and conditions of the Offering, the Company or any other relevant matters, and to obtain any additional information to the extent the Company possesses such information or can acquire it without unreasonable effort or expense.

The sale of the LLC Units offered hereby will be subject to the provisions of an Operating Agreement (the "Agreement") containing certain representations, warranties, terms and conditions. Any Investment in the LLC Units should be made only after complete and thorough consideration of the provisions of the Agreement. In the event of any conflict between statements in the Offering and the terms of the Agreement, the Agreement will control.

Requests and inquiries regarding this Offering should be directed to:

David Lamattina
Arrowpoint Highland, LLC
c/o Arrowpoint Properties, LLC
49 Blanchard Street, Suite 414
Lawrence, MA 01843
978-207-3077

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1. Investor Suitability Standards

An investment in this Private Placement Memorandum involves significant risk and is suitable only for persons who have adequate financial means, desire a relatively long-term investment and who will not need immediate liquidity from their investment. Persons who meet this standard and seek to diversify their personal portfolios with a finite-life, real estate-based investment, which among its benefits hedges against inflation and the volatility of the stock market, seek to receive current income, seek to preserve capital, wish to obtain the benefits of potential long-term capital appreciation, and are able to hold their investment for a time period consistent with our liquidity plans, are most likely to benefit from an investment in our company. On the other hand, we caution persons who require immediate liquidity or guaranteed income, or who seek a short-term investment, not to consider an investment in this Offering as meeting these needs. Notwithstanding these investor suitability standards, potential investors should note that investing in this Offering involves a high degree of risk and should consider all the information contained in this prospectus, including the "Risk Factors" section contained herein, in determining whether an investment in this Offering is appropriate.

In order to purchase Units in this Offering, you must:

- meet the applicable financial suitability standards as described below; and
- purchase at least the minimum number of units as described below.

Arrowpoint Highland, LLC presently anticipates the Minimum Purchase required of each investor pursuant to this Offering to be ONE (1) Unit at a cost of $53,000 per Unit. Notwithstanding anything contained herein to the contrary, the company hereby reserves the right to accept subscriptions hereunder for less than the Minimum Purchase either in price per unit or the total number of Units, if such subscriptions are deemed by Arrowpoint Highland, LLC, in its sole discretion, to be in the best interests of the company.

1.1 Established Standards

Investors who wish to purchase these Units as an "Accredited" investor must meet the following suitability standards as defined by SEC Rules 501 and 506; 17 CFR 230.501(a);

1. A natural person whose individual net worth or joint net worth with that person's spouse, at the time of the purchase of the Units, exceeds $1,000,000 (EXCLUSIVE OF PRIMARY RESIDENCE),or
2. A natural person who had individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.
3. A Property, such as an Individual Retirement Account (IRA) or Self Employed Person (SEP)

Retirement Account must have all of the beneficial owners meet one of the above standards. The beneficial owners may be either natural persons or other entities as long as each meet the definition of accredited.

For those investors that want to be considered "sophisticated", not only must they be sufficiently sophisticated to fully understand the risks involved with the investment, the investor also must be able to bear those risks. Of course, the ability to bear risks, standing alone, does not satisfy the suitability rule. In Re. Dambro, 51 S.E.C.513, 517 (1993)

1.2 Methods to Assure Adherence to Suitability Standards

Investors who are interested in purchasing Units will be required to complete an ***Offeree Questionnaire*** and submit to the Manager, along with their ***Subscription Agreement.***

The ***Offeree Questionnaire*** will require specific questions be answered and specific documentation be presented to the Manager for review and approval, so that there is assurance that the suitability standards are being applied and being met.

1.3 Cautionary Note Regarding Forward-Looking Statements

This prospectus includes forward-looking statements that reflect our expectations and projections about our future results, performance, prospects and opportunities. We have attempted to identify these forward-looking statements by using words such as "may," "will," "expects," "anticipates," "believes," "intends," "should," "estimates," "could" or similar expressions. These forward-looking statements are based on information currently available to us and are subject to a number of known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. These factors include, among other things, those discussed under the heading "Risk Factors." We do not undertake publicly to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required to satisfy our obligations under federal securities law.

2. Company Overview

2.1 Company Philosophy

Arrowpoint Properties, LLC's ("Arrowpoint") primary business model is to seek out under performing and undervalued apartment communities that are well located and poised for significant growth. We prefer Class B and C assets that are in need of physical and financial improvements. Our main strategy is to increase the value of the property while maximizing returns to our investors.

The major components in which we look for when purchasing these properties are:

1. Must have a value-add component
2. Purchase stable properties with the immediate potential for increasing rents to market rate.
3. Purchase properties that our management team can instill its practices, increase the revenue stream and decrease the operating expenses.
4. Must be a highly desirable asset with significant appreciation potential over the long-term.

2.2 Executive Summary

Arrowpoint Properties, LLC is pleased to present its eighth investment opportunity, to be called Arrowpoint Highland, LLC (the "Company), a single purpose entity that will be formed to acquire a 48 unit apartment complex located at 9 Highland Ave (the "Property") in Pelham, New Hampshire.

IF YOU HAVE A 1031 EXCHANGE, A SELF-DIRECTED IRA OR ARE JUST SEEKING PASSIVE INCOME SECURED BY REAL ESTATE, THEN THIS INVESTMENT OPPORTUNITY MAY VERY WELL FIT YOUR INVESTMENT PARAMATERS.

- The Property is being purchased at a 7.50% cap rate
- Investors are projected to receive a 10% cash-on-cash return before appreciation
- Property is projected to be sold for 10-15% higher than purchased for in 5-7 years

Off-Market Transaction

The Property was not offered on the open market though several other buyers and real estate brokers approached the seller with qualifying offers during negotiations. Due to the relationship that Arrowpoint had developed with the owner three years ago, the seller felt most comfortable dealing with them even as "all cash" offers were being sent to him by others. Most of Arrowpoint's prior acquisitions have also been off-market transactions, and is their preferred manner in which to acquire property.

Strong Location and Management

The Property is strategically located on the border of Massachusetts, just north of two MA towns, Dracut and Methuen (see "Maps and Location"). The Company shall have the unique advantage of purchasing a property in immediate proximity to its existing portfolio, which should allow for strong, effective management of the asset.

- Sponsor has strong track record of turning around properties
- Over 10 years management experience in the existing area

Physical Description

Physically, the Property consists of forty-eight apartments, comprised of 34-two bedrooms, 12-one bedrooms and two studio apartments in a very attractive, brick garden-style building (see "Photos"), built in 1970. The exterior is of a brick façade with a center court yard featuring attractive landscaping. The building sits on close to 4 acres of land with 80+ parking spaces.

- There are at least one to two off-street parking spaces per unit.
- Heating is electric baseboard and currently paid by the landlord
- The hot water is supplied by twelve, electric 100 gallon tanks and paid for by the landlord.
- The interior units are of average condition with plans to improve as tenants vacate (see "Short Term Operating Plan").

- The current owner has already made several capital improvements such as new roofs, septic system, drinking water supply, electrical system, new masonry front and rear steps and all hallways with new carpeting.
- The property is currently 100% occupied.

Arrowpoint Highland, LLC represents an excellent opportunity to acquire an apartment complex that offers immediate cash flow and excellent appreciation potential. This specific type of asset is currently in very high demand from investors and rarely hits the open market for sale.

Acquisition and Financing Notes

The Property is being purchased for $4,400,000 which includes a seller credit of $100,000 due at closing, which after the concession will represent an actual purchase price of $4,300,000. The seller credit will fund the company's planned capital improvements and most of the reserves. Arrowpoint expects to secure financing at $3,520,000 (80% of the purchase price) and is seeking to raise investment equity of $530,000 which will cover initial equity plus closing costs and remaining reserves. The Seller has also agreed to hold a note in the amount of $500,000 at an annual rate of 3%, interest only for five years. This is an important piece to the transaction as it will reduce our upfront equity significantly and increase cash flow to all Company partners.

2.1 Transaction Highlights

- Arrowpoint Highland, LLC is being formed to acquire the 48-unit apartment complex at 9 Highland Ave in Pelham, NH
- Purchase price is $4,400,000 which includes a $100,000 credit due to the Company at closing
- The Investment presents rare opportunity to acquire a highly sought after property type
- Property is currently 100% occupied and will provide immediate cash flow following closing
- This area of the town is in high demand for rentals with a shortage of available units
- Limited competition from competing apartment communities
- Strong location with a history of economic growth and development
- All rents are currently below market rate and should see immediate increases in Year 1
- Upon closing of the Property, we will put a budget into place to decrease certain operating expenses by an anticipated 15-20%
- In the short-term, the Property should produce immediate cash flow and returns to investors
- In the mid to long-term, we expect a disposition of the Property at a price roughly 10-15% higher than originally purchased for
- Investors will receive an 8.00% Preferred Return with an average annual projected return including cash distributions at 10%
- Investors will receive 50% of any additional cash flow created after the Preferred Return has been distributed
- Based on disposition of the Property in Year 6, average annual returns to investors over the life of the project are projected to be 22-25%

2.3 Ownership Structure

The Property will be purchased by a single asset entity to be formed called Arrowpoint Highland Limited Liability Company ("LLC"). **This form of ownership provides no liabilities or recourse to investors beyond their capital investment**.

The Sponsor and Co-Sponsor of this offering will be responsible for providing any and all guarantees that may be required for financing. Arrowpoint will also underwrite all pre-acquisition costs in the event the transaction does not materialize.

Tax Reporting

Tax reporting is provided annually to each investor in the form of a K-1. An investment capital account as well as a tax capital account will be maintained on the books of the LLC for each investor. Tax accounting will follow IRS regulations.

Investor Returns Summary

Equity Investors will be entitled to an 8.00% preferred return on their investment plus 50% of any residual cash flow paid on a quarterly basis. If cash flow does not allow, preferred returns will be deferred, but maintain their "preferred" status. Upon the sale of the property, investors will receive 50% of the appreciation and a proportionate share of the tax gains/losses after their initial equity has been returned. When a sale or refinance is completed, investment equity will be the first money distributed.

Sponsor Returns Summary

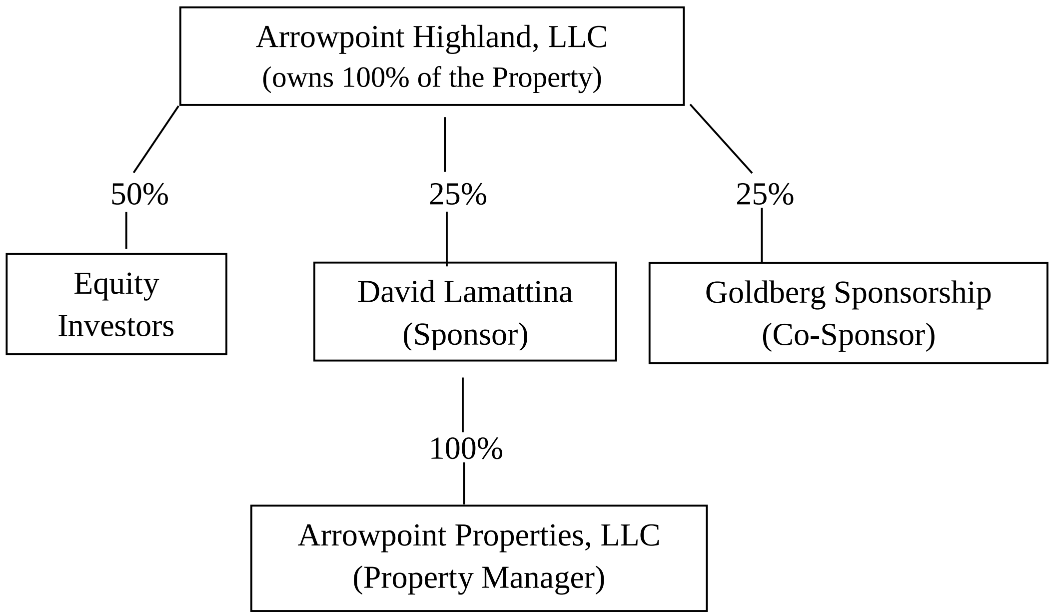
David Lamattina, as the Sponsor of this offering and President and CEO of Arrowpoint Properties, LLC will be entitled to 25% of the cash distributions, payable on a quarterly basis and only after preferred returns have been paid to equity investors. Upon a sale or refinance of the asset, the Sponsor will be entitled to 25% of the appreciation and a proportionate share of the tax gains/losses, once the initial investor equity has been returned.

Co-Sponsor Returns Summary

Richard Goldberg and Jay Goldberg of Goldberg Properties will be Co-Sponsor of this offering will be entitled to 25% of the cash distributions, payable on a quarterly basis and only after preferred returns have been paid to equity investors. Upon a sale or refinance of the asset, the Co-Sponsor will be entitled to 25% of the appreciation and a proportionate share of the tax gains/losses, once the initial investor equity has been returned.

The following chart shows the ownership structure of the various entities that are affiliated with the Company and our sponsor.

ORGANIZATIONAL STRUCTURE



The LLC investors benefit from any contingent liability via the corporate shielding aspects of LLCs, while having partnership treatment (the most advantageous business tax treatment) for taxation purposes. Provisions for additional capital calls are built into the LLC agreement, although conservative budgeting makes any additional capital call unlikely.

Finally, an investor's interest in the LLC is transferable to any third party (only after 1 full year) after the existing Members exercise their right of first refusal, so there is a level of liquidity in the investment. (Transferring to family members is allowable and exempt from the right of first refusal provision). The transfer transactions can be handled with ease and liquidity is available based on investor needs.

2.4 Arrowpoint's Role in the Transaction

Manager of the Company

The Sponsor (David Lamattina) and Co-Sponsor (Jay Goldberg) of this offering, shall become the managers of the LLC, and investors will be designated as members. Mr. Lamattina will also act the Partnership Supervisor, in which he will oversee and maintain the investment as a whole which may include but not limited to; hiring and overseeing property manager, accounting and book keeping, budgeting and planning, communications with Company members, development of quarterly reports and sale or refinancing decisions.

Mr. Lamattina, along with the Goldberg Sponsorship will personally be responsible for any financial recourse required that is related to the debt placed on the Property and will be the only signatures required for processing the loan documents.

Co-Sponsor

The Co-Sponsor of this offering shall be Richard Goldberg and Jay Goldberg. The Goldberg sponsorship will be contributing a significant portion of the equity in this transaction and will also be co-signing the loan documents to satisfy the personal guarantee to the lender. Once the transaction has closed they will offer continued support to the transaction as a Manager, alongside Mr. Lamattina.

Property Manager

Our Property Manager will be Arrowpoint Properties, LLC, a management company wholly owned by the Sponsor of this offering. Offices of the Property Manager are located at 49 Blanchard Street Suite 414, Lawrence, MA. Arrowpoint Properties currently manages all day to day operations for all properties in our Sponsor's portfolio.

2.5 Management Compensation

Type of Compensation/Affiliate	Determination of Amount	Estimated Amount for Offering
Partnership Supervisory Fee-David Lamattina (Sponsor)	In connection with the management of the asset we will pay our sponsor a fee equal to 2% of gross revenues, paid in monthly arrears.	Not determinable at this time since gross revenues can only be projected and will vary month to month.
Property Management Fee-Arrowpoint Properties, LLC (Property Manager)	In connection with the rental, leasing, operating and management of the property we will pay our property manager a fee equal to 6% of gross revenues, paid in monthly arrears.	Not determinable at this time since gross revenues can only be projected and will vary month to month.
Acquisition Fee-Arrowpoint Properties, LLC	In connection with time spent securing the offer, negotiations, financing and creation of the Private Placement Memorandum.	A flat fee equal to and no greater than $20,000.

3. Risk Factors

An investment in the Company involves the risk of a loss of the Members' capital. Potential investors are to carefully consider each of the following factors, and to discuss them with their advisors, including attorneys, accountants, and investment advisors.

3.1 Dependence Upon the Property Manager

The successful acquisition and operation of the Property is dependent on the management capabilities of the Property Manager, which will be responsible for the day-to-day management functions. There can be no assurance that the Property Manager will be able to market, manage and operate the Property successfully. Further, other properties managed by the Property Manager may compete for the time and attention of key personnel charged with the management of the Property.

3.2 Economic Risks Related to Ownership of Real Estate Generally

The ownership of real estate generally, whether through a limited liability company or otherwise, is subject to certain economic and investment risks including, but not necessarily limited to, the following:

1. General Economic Risks. The Property could be affected by changes in local and national economic conditions, changes in the supply of and the demand for apartment rentals, increases in operating expenses, energy shortages and other unforeseeable contingencies, any of which could have a substantial adverse effect on the performance of the Company.
2. Uninsured Losses. The Company will arrange for comprehensive insurance, including fire and extended coverage, which is customarily obtained for properties similar to the Property. However, there are certain types of occurrences (generally of a catastrophic nature) that are either uninsurable or not economically insurable. Upon any such occurrence, the Company would likely suffer a loss of both anticipated profits and invested capital.
3. Risk of Tenant Defaults. There is no assurance that tenants will not be subject to economic reversals that may adversely affect their ability to perform their obligations under their leases.

3.3 Risks Related To Property May Effect Investment

Varying degrees of risk affect real property investments. The investment returns available from equity investments in real estate depend in large part on the amount of income earned and capital appreciation generated by the related properties as well as the expenses incurred. If the initial properties (together with distributions tendered to us in the offers) do not generate revenue sufficient to meet operating expenses, including debt service and capital expenditures, our income and ability to service our debt and other obligations and to pay distributions on the Interests will be adversely affected.

Some significant expenditures associated with an investment in real estate, such as mortgage and other debt payments, real estate taxes and maintenance costs, generally are not reduced when circumstances cause a reduction in revenue from the investment. In addition, income from properties and real estate values are also affected by a variety of other factors, such as interest rate levels, governmental regulations and applicable laws and the availability of financing. Equity real estate investments, such as the investments in the initial Property are relatively illiquid. We cannot assure you that we will recognize full value for the Property that we are required to sell for liquidity reasons. Our inability to respond rapidly to changes in the performance of the Property could adversely affect our financial condition and results of operations. The Property is subject to all operating risks common to apartment ownership in general. These risks include:

1. Our ability to rent units at the Property;
2. Competition from other apartment communities;
3. Excessive building of comparable properties that might adversely affect apartment occupancy or rental rates;
4. Increases in operating costs due to inflation and other factors, which increases may not necessarily be offset by increased rents;
5. Increased affordable housing requirements that might adversely affect rental rates;
6. Inability or unwillingness of residents to pay rent increases; and
7. Future enactment of rent control laws or other laws regulating apartment housing, including present and possible future laws relating to access by disabled persons or the right to convert a property to other uses, such as condominiums or cooperatives.

If operating expenses increase, the local rental market may limit the extent to which rents may be increased to meet increased expenses without decreasing occupancy rates. If any of the above occurred, our ability to meet our debt service and other obligations and to pay distributions on the Interests could be adversely affected.

3.4 Limited Recourse to Seller

The Purchase Agreement contains representations concerning the Seller’s authority to convey the Property and concerning the Property. However, these representations are limited and do not relate to the physical condition of the Property, and any claims for breaches of Seller’s representations must be made within nine months of the closing (and an action commenced against the Seller within ten months of the closing). Under these circumstances, the Company will be relying heavily on the due diligence investigation conducted by the Sponsor prior to the closing.

3.5 Uncertainty of Projections

Financial projections for this transaction have been included in this Memorandum. Subscribers are cautioned that there are numerous risks and uncertainties that could affect the achievement of the projections. These risks and uncertainties include the possible inaccuracy of information furnished to the Manager by the Seller; the possibility that financing will not be available on the terms projected; the risk that the adverse changes in the market for real properties generally or for real properties comparable to the Property in the area in which the Property is located will adversely affect the ability of the Company to lease or sell the Property or achieve the projected value for the Property; and numerous other risks, including but not limited to those set forth in this section. Accordingly,

THE PROJECTIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE RETURNS TO INVESTORS INDICATED IN THE PROJECTIONS ARE BY NO MEANS GUARANTEED.

3.6 Lack of Liquidity and Restrictions on Transferability of Interests

There will be no ready market for the Interests, and the ability of an Investor to transfer his or her interest in the Company or constitute his or her transferee, a substitute Investor is subject to substantial restrictions set forth in the Operating Agreement. Accordingly, an Investor should be prepared to hold his or her Interests indefinitely.

4. Conflicts of Interest

Actual and potential conflicts of interest will exist from time to time between and among Arrowpoint Highland, LLC and certain Members and Manager. Potential conflicts may be, but are not limited to these listed.

4.1 Time and Resource Conflicts

In general, conflicts may arise in the allocation of the time, which certain Management personnel are able to devote between operations of Arrowpoint Highland, LLC and various other outside interests. Management will use its utmost good faith in allocating Arrowpoint Highland, LLC's resources between and among the active business operations of Arrowpoint Highland, LLC in a manner, which Management of Arrowpoint Highland, LLC deems in the best interests of Arrowpoint Highland, LLC and its Members. Such decisions may, from time to time, cause Management of Arrowpoint Highland, LLC to favor the interests of one line of business of Arrowpoint Highland, LLC over the interests of another.

4.2 Lack of Separate Legal Counsel

Counsel for Arrowpoint Highland, LLC has not acted on behalf of the prospective investors or conducted a review or investigation in their behalf with respect to this Offering. Subscribers are urged to consult with independent market, legal and accounting professionals to the extent deemed necessary to evaluate the risks and merits of investing in this Offering.

4.3 Manager May Act on Behalf of Others

The Manager, members of the Manager or their affiliates, acting in the same capacities for other investors, companies, partnerships or entities may compete with the Property owned by the Company.

4.4 Manager May be Involved in Similar Investments

Arrowpoint Properties, LLC may act as a Manager or be a member in other limited liability companies engaged in making similar investments to those contemplated to be made by the Company. To the extent its time is required on other business and ownership management activities it may not be available to be involved in the day to day monitoring of the Company's operations. Arrowpoint Properties, LLC has many other business responsibilities and ownership interests which will demand some or most of its time during the life of the Company.

4.5 Manager May Have Interests in Similar Entities

Arrowpoint Properties, LLC and its affiliates, now or may come to own an interest in a Property that may compete with a Property that may be acquired by the Company. To the extent its time or assets are required on other business and ownership management activities the Manager may not be involved in the day to day monitoring of the Company's operations.

4.6 Manager May Raise Capital for Others

Arrowpoint Properties, LLC and its affiliates, who will raise investment funds for the Company, may act in the same capacity for other investors, companies, partnerships or entities that may compete with the Company.

5. Property Description

5.1 Property Facts

Building Size	Gross Living area is 44,040 square feet
Lot Size	Building is situated on 3.79 acres
Number of Units	48 (34 two-bedrooms, 12 one-bedrooms, 2 studios, each with one bath)
Number of Stories	2.5 garden-style
Year Constructed	1970

Property Class	C
Zoning	B-Business
Parking	Off-Street, 80+ spaces minimum
Exterior Façade	Brick
Foundation	Concrete Slab
Roof	Pitched, Asphalt and recently replaced
Fire Alarm System	Yes, recently replaced
Utilities Share	Landlord pays for Heat and Water/Sewer which is electric. There is no gas in the building.
Utility Providers	Water/Sewer-Private well and septic Electric-Liberty Utilities
Mechanicals	Twelve individual electric hot water tanks (100 gal each) Cooling-provided by through-the-wall A/C units, 10,000BTU ea. owned and provided by Landlord
Electric	100 Amp service individually metered and recently updated

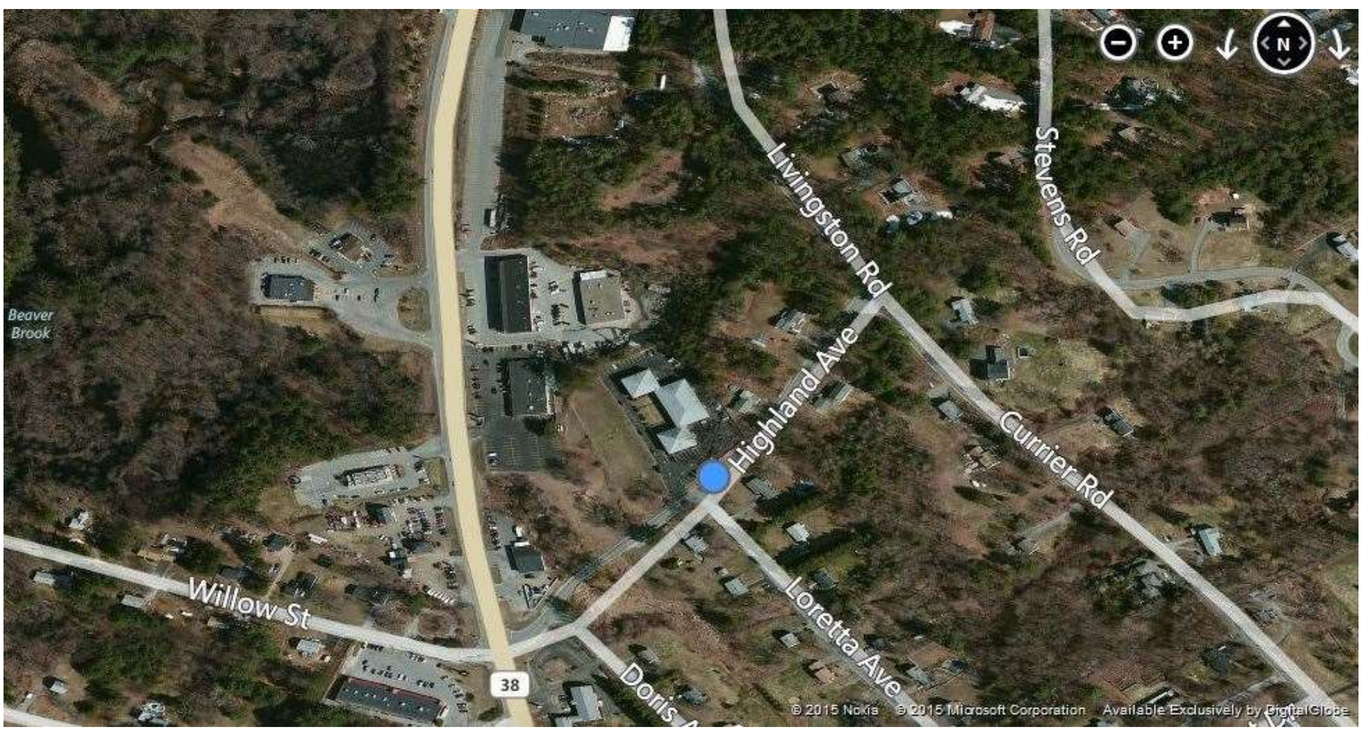
5.2 Maps and Location

The Property is located at 9 Highland Ave in Pelham, NH. Geographically, the Property is situated in the southern part of the town, very near to the MA border. Historically, demand for apartments in this area has been strong and asking rents typically reflect that demand. According to the current owner, there is a waiting list for apartments at the Property. Arrowpoint currently owns and manages several other multifamily properties in close proximity and has consistently operated at a 97 to 98% occupancy level.

The Property is well located just off the main throughway which is route 38. There are several businesses, shopping centers and banks within a mile in each direction to the Property.
The closest major route is route 93 which is roughly 6 miles from the Property. There are two medical centers located in close proximity, Southern New Hampshire Health and Parkland Outpatient Services.

Overhead view of Property location and surrounding area

Overhead Bird's Eye view of Property



Bird’s Eye close up view of structure and land area

5.3 Tenancy and Occupancy

The Property is currently 100% occupied and all tenants are current on their rents. All tenants are currently tenant at will which plays to the company’s advantage and allows us flexibility. Arrowpoint will plan on rent increases and signing of new leases in the first year (see “Short Term Operating Plan”).

The income level of all tenants should be considered lower to middle class with most working hourly waged jobs in the service and manufacturing industries. This grouping of tenants typically live paycheck to paycheck though still desire a clean and functioning place to live.

Rent Roll (as provided by current owner)

9 Highland Ave Pelham, NH
Rent Roll as of April 2015

Units	Type	Sq Ft	Total Sq Ft	Rent	Total Monthly Rent	Total Annual Rent	Rent/Sq Ft
34	2 br/1 bath	875	29,750	$ 965	$ 32,800	$ 393,598	$ 1.10
12	1 br/1 bath	825	9,900	$ 868	$ 10,420	$ 125,040	$ 1.05
2	studio	600	1,200	$ 700	$ 1,400	$ 16,800	$ 1.17
48	**Total/Avg**	**851**	**40,850**	**$ 930**	**$ 44,620**	**$ 535,440**	**$ 1.09**

5.4 Exterior Photographs

Front view from right side of driveway

View of entire structure from route 38

View of center building and courtyard

View from driveway overlooking route 38 and commercial district

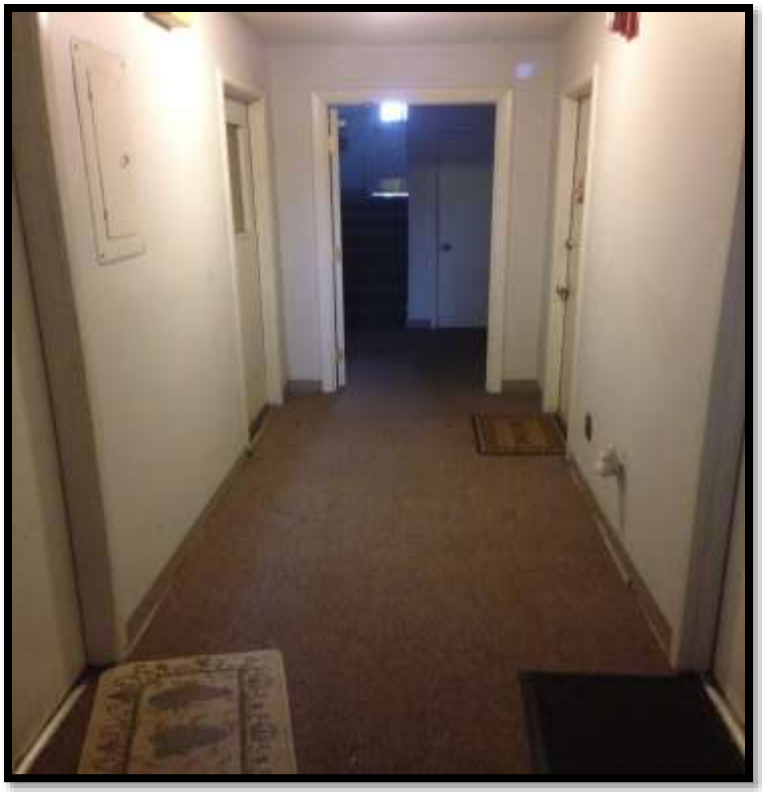
View from left side of driveway

Some of the parking area for tenants

View of backside of center building and parking

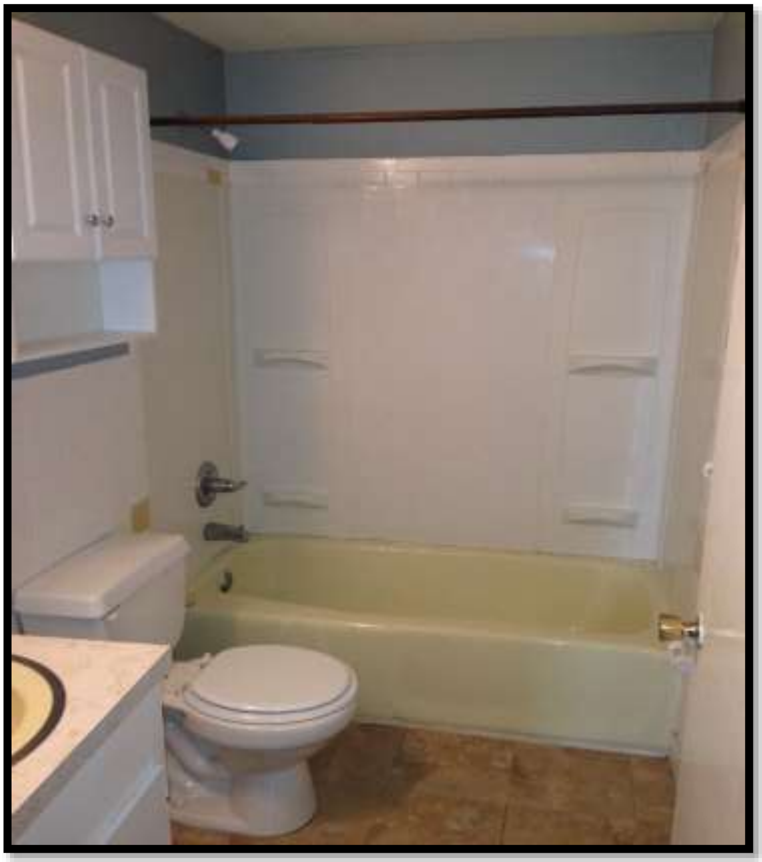
Mail house for tenants

5.5 Interior Photographs



Common hallway, owner has replaced carpeting with plans to replace throughout complex

Typical kitchen, plans to replace as needed



Typical bathroom, will improve as needed

Larger bathroom

Typical living room –all have through the wall air conditioners

Bedroom with closet and new carpeting

6. Investment Objectives

6.1 Short Term Operating Plan

The immediate plan following closing will be to establish ourselves as new ownership of the Property and familiarize ourselves with the current tenants and the physical building. We will attempt to identify any needs on behalf of each tenant and address those needs right away, whether lease or maintenance related.

Management will begin to establish ways in reducing operating expenses and increasing monthly cash flow.

Our first priority will be the conversion of the electric heat so that tenants pay instead of the landlord. We are already in talks with the electrician who feels it is doable and has given a verbal estimate. We are projecting the conversion will add an estimated $20,000 to the bottom line and should pay for itself in less than two years. This is a very important aspect in this deal as the returns are significant.

We are also exploring the possibility of having solar panels installed on the roof which should dramatically reduce our energy costs. We are in current talks with a solar company (RGS Energy) now to see if this is feasible.

Management will also implement other cost saving methods including, but not limited to: installing CFL lighting in all common areas, change all aerators on each faucet to low-flow, change all shower heads to low-flow and change any older toilet for a limited flush toilet. The water saving methods should reduce the pressure on the water system, thus increasing its life expectancy.

Leasing will also be examined and determined which tenants will receive an increase in monthly rent. Plans are to establish each tenant on a fixed term lease at an increased rent amount in Year 2. The owner has already issued several rent increases this year with plans for additional increases by this summer.

Implementing these cost saving measures in combination with the addition of laundry machines should significantly increase cash flow both in the short term and long term basis.

6.2 Planned Capital Expenses

Arrowpoint has identified some capital expenditures that we will implement within the first year of ownership. These capital expenditures have been budgeted for, a portion of which will come out of the $100,000 seller credit at closing

Arrowpoint has established a budget of approximately $41,800 to cover the following improvements:

Capital Expenditures Budget		
Improvement		**Amount Budgeted**
Electric Heat conversion to tenant paid		$ 35,000
Landscape Design		$ 5,000
New Signage for Building		$ 1,800
	Total	$ 41,800

*The remaining $58,200 will go the Company's Reserve account

The Company may draw on additional reserves as projects arise. Upon the sale of the Property we Expect to have no less than $25,000 remaining in reserves which will be available for distribution.

6.3 Long Term Objective and Exit

The investment objectives of the Company are broadly stated to be the acquisition and leasing of the apartment units located 9 Highland Ave Pelham, New Hampshire (the "Property"). Management's long term goal is to maximize gross revenues while decreasing operating expenses. This goal once obtained should increase overall appreciation of the asset and become set up for disposition by year six

6.4 Provide Investor's Preferred Returns

Investing Members shall receive an 8.00% annual preferred return on their capital investment throughout the term of ownership. Investor capital will be returned once property is sold plus 50% of the appreciation created. The Company will pay out returns on a quarterly basis, directly deposited into an account of the investor's choice.

6.5 Provide Cash Distributions

The Members shall receive a distribution prorate in accordance with their capital investment in the Company. Equity Investors will receive 50% of the cash distributions after preferred return, the Sponsor will receive 25% of the cash distributions after preferred return and the Co-Sponsor will receive 25% of the cash distributions after preferred return. Members shall receive distributions on a quarterly basis. Distributions are expected to commence at the end of the first full quarter following acquisition.

6.6 Allow Members Limited Involvement in Management

An investment objective of the Company is to provide the Members an investment that requires only minimal involvement in management. This will allow the investor to reap the benefits of owning income producing property without the typical headaches and the daily involvement that is customarily attached to this type of investment.

6.7 Provide Members with Limited Liability

An investment objective of the Company is to provide the Members with limited liability. The debt placed on the Property will be “non-recourse” to the investor, which essentially means liability will not go beyond one’s capital investment. The Sponsor and Co-Sponsor of this offering will personally guarantee any debt placed on the Property.

7. Financial Analysis

7.1 Financing

We have negotiated very favorable financing terms with the Institution for Savings bank. The financing terms and conditions incorporated into the budget are for a loan of $3,520,000 (80% LTV) at an interest rate of 3.75% (fixed for a 5 yr term) based on a 25 year amortization schedule.

The bank has agreed to allow for interest only payments the first nine months, then will convert to principal and interest for the remaining term. This will allow us to conserve a significant amount of cash that will be available for distribution as well as add to the company reserves. The bank has also agreed to allow for a 2nd mortgage in year 3 that will satisfy the remainder of the seller’s note completely. The terms of the first mortgage with the bank will remain unchanged.

The flexibility of these terms will allow us to make needed improvements to the property while also reducing our risk.

Interest payments for the first nine months based on these terms equates to $11,153. Once the loan converts to principal and interest, the monthly payment will adjust to $18,535 and $222,420 annually.

Sponsor and Co-Sponsor will assume recourse liability on this loan. Investors will be liable for only their capital contribution.

The terms and conditions related to the debt and repair allowance will significantly affect the overall returns of the investment. Again, projections are conservative, but the debt has not yet been secured. We continue to shop financing, and it is possible that market conditions will change available interest rates before closing.

The second important aspect to the financing is the seller 2nd which has been negotiated in the offer. The seller has agreed to take a note in the amount of $500,000 at an annual rate of 3% interest only for five years. Half of the principal will become due in 3 years with the remaining principal due in 5 years. Monthly payments on this loan equate to $1,250. The seller 2nd will allow for reduced capital upfront as well as increased returns to the investors. We anticipate paying off the entire note from the seller in year 3 and the flexibility of the bank will allow for this to occur.

Schedule

Acceptance of Offer	Completed
Execution of Purchase & Sale	Completed
Closing	August 14th, 2015

7.2 Investor Return Summary

Investor Return Summary		
Required Capital for Purchase	$	530,000
Minimum Investment	$	53,000
Total Acquisition Costs	$	4,550,000
1st Mortgage-Institution for Savings	$	3,520,000
2nd Mortgage-Seller Financed	$	500,000
Preferred Return on Equity		8.00%
Year 6 Sale Price	$	5,000,000
Avg Annual Return Based on Cash Distributions		10.00%
Avg Annual Return Including Sale Proceeds		24.00%
Internal Rate of Return		20%

7.3 Acquisition Summary

Project Costs:

Acquisition	**$4,400,000**	
Planned Capital Expenses		
Electric system conversion	$35,000	
Landscape Design	$5,000	
New Signage	$1,800	
Funding of Reserve Account	$58,200	
Total Hard Costs	**$100,000**	Taken as Seller credit at closing
Finance Costs in Connection w/Loan		
Financing Fees	$700	
Appraisal Fee	$2,000	
Lender's Legal	$3,500	
Escrow for RE Taxes	$19,167	
Title Search	$75	
MLC's & Recording	$125	
Lender's Title Insurance	$6,780	
Recording & Transfer Fees	$650	
Zoning Opinion	$650	
Enforceability Opinon	$200	
Total Financing	**$33,846.67**	
Corporate Expenses		
Cash to Reserves	$50,000	
Misc. Fees	$7,603	
LLC Fees	$550	
Building Inspection	$1,000.00	
Corporate Legal Fees	$3,250	
State Transfer Tax	$33,750	
Acquisition Fee	$20,000	
Total Corporate Expenses	**$116,153.33**	
Total Closing Expense:	**$150,000.00**	
Total Project Costs:	**$4,550,000**	
Total Equity Required:	**$530,000.00**	
Amount Financed:	**$3,520,000.0**	
Financing Terms and Conditions:		
1st Loan-Institution for Savings	$3,520,000	
Interest Rate	3.80%	
Amortization	25	Years
Term	5	Years
Estimated Monthly Payments	$ (11,152.78)	
Annual Finance Costs	($133,833)	
2nd Loan-Seller Financed	$500,000	
Interest Rate	3.00%	
Amortization	30 years	
Term	5 years	Balance due
Estimated Monthly Payment	($1,250.00)	
Annual Finance Costs	$ (15,000.00)	

7.4 Source and Use of Proceeds

The following Table shows a summary of the use of proceeds generated through the sale of Units to Members of the Company.

Source and Use of Proceeds			
Description	**Dollar Amount**		**Percent**
Gross Offering Proceeds	$	530,000	100.00%
Prepaid Taxes	$	19,167	3.62%
Financing and Title Fees	$	14,350	2.71%
Corporate Legal Expense	$	3,250	0.61%
Funds to Reserve Account	$	50,000	9.43%
Building Inspection	$	1,000	0.19%
Acquisition Fee	$	20,000	3.77%
State Transfer Tax	$	33,750	6.37%
Misc Closing Expenses	$	8,483	1.60%
Subtotal	$	150,000	28.30%
Down Payment	$	380,000	71.70%
Proceeds Invested	**$**	**530,000**	100.00%

7.5 Amortization Table

Loan #1

Mortgage:	$ 3,520,000.00		
Amortization:	25	Years	
Amortization:	291	Months	
Interest:	3.80%		
Payment:	$	(11,152.78)	Interest Only First 9 months
Payment:	$	(18,535.47)	P&I months 10-12 then Yrs. 2-7

Year	Month	Balance	Payment	Interest	Principle
	1	$ 3,520,000.00	$ (11,152.78)	$ (11,152.78)	
	2	$ 3,520,000.00	$ (11,152.78)	$ (11,152.78)	
	3	$ 3,520,000.00	$ (11,152.78)	$ (11,152.78)	
	4	$ 3,520,000.00	$ (11,152.78)	$ (11,152.78)	
	5	$ 3,520,000.00	$ (11,152.78)	$ (11,152.78)	
1	6	$ 3,520,000.00	$ (11,152.78)	$ (11,152.78)	
	7	$ 3,520,000.00	$ (11,152.78)	$ (11,152.78)	
	8	$ 3,520,000.00	$ (11,152.78)	$ (11,152.78)	
	9	$ 3,520,000.00	$ (11,152.78)	$ (11,152.78)	
	10	$ 3,520,000.00	$ (18,535.47)	$ (11,152.78)	$ (7,382.69)
	11	$ 3,512,617.31	$ (18,535.47)	$ (11,129.39)	$ (7,406.09)
	12	$ 3,505,211.22	$ (18,535.47)	$ (11,105.92)	$ (7,429.55)
	13	$ 3,497,781.67	$ (18,535.47)	$ (11,082.38)	$ (7,453.09)
	14	$ 3,490,328.58	$ (18,535.47)	$ (11,058.77)	$ (7,476.71)
	15	$ 3,482,851.87	$ (18,535.47)	$ (11,035.08)	$ (7,500.39)
	16	$ 3,475,351.48	$ (18,535.47)	$ (11,011.31)	$ (7,524.16)
	17	$ 3,467,827.32	$ (18,535.47)	$ (10,987.47)	$ (7,548.00)
2	18	$ 3,460,279.32	$ (18,535.47)	$ (10,963.56)	$ (7,571.91)
	19	$ 3,452,707.41	$ (18,535.47)	$ (10,939.57)	$ (7,595.90)
	20	$ 3,445,111.50	$ (18,535.47)	$ (10,915.50)	$ (7,619.97)
	21	$ 3,437,491.53	$ (18,535.47)	$ (10,891.36)	$ (7,644.11)
	22	$ 3,429,847.42	$ (18,535.47)	$ (10,867.14)	$ (7,668.33)
	23	$ 3,422,179.08	$ (18,535.47)	$ (10,842.84)	$ (7,692.63)
	24	$ 3,414,486.45	$ (18,535.47)	$ (10,818.47)	$ (7,717.00)
	25	$ 3,406,769.45	$ (18,535.47)	$ (10,794.02)	$ (7,741.45)
	26	$ 3,399,027.99	$ (18,535.47)	$ (10,769.49)	$ (7,765.98)
	27	$ 3,391,262.01	$ (18,535.47)	$ (10,744.88)	$ (7,790.59)
	28	$ 3,383,471.42	$ (18,535.47)	$ (10,720.20)	$ (7,815.27)
	29	$ 3,375,656.15	$ (18,535.47)	$ (10,695.44)	$ (7,840.03)
3	30	$ 3,367,816.12	$ (18,535.47)	$ (10,670.60)	$ (7,864.87)
	31	$ 3,359,951.24	$ (18,535.47)	$ (10,645.68)	$ (7,889.79)
	32	$ 3,352,061.45	$ (18,535.47)	$ (10,620.68)	$ (7,914.79)
	33	$ 3,344,146.66	$ (18,535.47)	$ (10,595.60)	$ (7,939.87)
	34	$ 3,336,206.79	$ (18,535.47)	$ (10,570.45)	$ (7,965.03)
	35	$ 3,328,241.76	$ (18,535.47)	$ (10,545.21)	$ (7,990.26)
	36	$ 3,320,251.50	$ (18,535.47)	$ (10,519.89)	$ (8,015.58)
	37	$ 3,312,235.92	$ (18,535.47)	$ (10,494.50)	$ (8,040.97)
	38	$ 3,304,194.95	$ (18,535.47)	$ (10,469.02)	$ (8,066.45)
	39	$ 3,296,128.50	$ (18,535.47)	$ (10,443.46)	$ (8,092.01)
	40	$ 3,288,036.49	$ (18,535.47)	$ (10,417.82)	$ (8,117.65)
	41	$ 3,279,918.84	$ (18,535.47)	$ (10,392.10)	$ (8,143.37)
4	42	$ 3,271,775.47	$ (18,535.47)	$ (10,366.30)	$ (8,169.17)
	43	$ 3,263,606.30	$ (18,535.47)	$ (10,340.42)	$ (8,195.05)
	44	$ 3,255,411.25	$ (18,535.47)	$ (10,314.45)	$ (8,221.02)
	45	$ 3,247,190.23	$ (18,535.47)	$ (10,288.41)	$ (8,247.07)
	46	$ 3,238,943.17	$ (18,535.47)	$ (10,262.28)	$ (8,273.20)
	47	$ 3,230,669.97	$ (18,535.47)	$ (10,236.06)	$ (8,299.41)
	48	$ 3,222,370.56	$ (18,535.47)	$ (10,209.77)	$ (8,325.70)
	49	$ 3,214,044.86	$ (18,535.47)	$ (10,183.39)	$ (8,352.08)
	50	$ 3,205,692.77	$ (18,535.47)	$ (10,156.93)	$ (8,378.55)
	51	$ 3,197,314.23	$ (18,535.47)	$ (10,130.38)	$ (8,405.09)
	52	$ 3,188,909.13	$ (18,535.47)	$ (10,103.75)	$ (8,431.72)
	53	$ 3,180,477.41	$ (18,535.47)	$ (10,077.03)	$ (8,458.44)
5	54	$ 3,172,018.97	$ (18,535.47)	$ (10,050.23)	$ (8,485.24)
	55	$ 3,163,533.73	$ (18,535.47)	$ (10,023.35)	$ (8,512.12)
	56	$ 3,155,021.61	$ (18,535.47)	$ (9,996.38)	$ (8,539.09)
	57	$ 3,146,482.52	$ (18,535.47)	$ (9,969.32)	$ (8,566.15)
	58	$ 3,137,916.37	$ (18,535.47)	$ (9,942.18)	$ (8,593.29)
	59	$ 3,129,323.08	$ (18,535.47)	$ (9,914.96)	$ (8,620.52)
	60	$ 3,120,702.56	$ (18,535.47)	$ (9,887.64)	$ (8,647.83)
	61	$ 3,112,054.73	$ (18,535.47)	$ (9,860.24)	$ (8,675.23)
	End Term				

7.5 Amortization Table
Loan #2

Seller Financing		
Mortgage:	$ 500,000.00	
Amortization:	25	Years
Amortization:	300	Months
Interest:	3.00%	
Payment:	$ (1,250.00)	Interest Only

Year	Month	Balance	Payment	Interest	Principle
	1	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	2	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	3	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	4	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	5	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
1	6	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	7	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	8	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	9	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	10	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	11	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	12	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	13	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	14	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	15	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	16	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	17	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
2	18	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	19	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	20	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	21	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	22	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	23	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	24	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	25	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	26	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	27	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	28	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	29	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
3	30	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	31	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	32	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	33	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	34	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	35	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	
	36	$ 500,000.00	$ (1,250.00)	$ (1,250.00)	

Bank Financing-New 2nd Mortgage		
Mortgage:	$ 500,000.00	
Amortization:	25	Years
Amortization:	300	Months
Interest:	6.00%	Estimated
Payment:	($3,221.51)	P&I

Year	Month	Balance	Payment	Interest	Principle
	37	$ 500,000.00	$ (3,221.51)	$ (2,500.00)	$ (721.51)
	38	$ 499,278.49	$ (3,221.51)	$ (2,496.39)	$ (725.11)
	39	$ 498,553.38	$ (3,221.51)	$ (2,492.77)	$ (728.74)
	40	$ 497,824.64	$ (3,221.51)	$ (2,489.12)	$ (732.38)
	41	$ 497,092.25	$ (3,221.51)	$ (2,485.46)	$ (736.05)
4	42	$ 496,356.21	$ (3,221.51)	$ (2,481.78)	$ (739.73)
	43	$ 495,616.48	$ (3,221.51)	$ (2,478.08)	$ (743.42)
	44	$ 494,873.06	$ (3,221.51)	$ (2,474.37)	$ (747.14)
	45	$ 494,125.92	$ (3,221.51)	$ (2,470.63)	$ (750.88)
	46	$ 493,375.04	$ (3,221.51)	$ (2,466.88)	$ (754.63)
	47	$ 492,620.41	$ (3,221.51)	$ (2,463.10)	$ (758.40)
	48	$ 491,862.00	$ (3,221.51)	$ (2,459.31)	$ (762.20)
	49	$ 491,099.81	$ (3,221.51)	$ (2,455.50)	$ (766.01)
	50	$ 490,333.80	$ (3,221.51)	$ (2,451.67)	$ (769.84)
	51	$ 489,563.96	$ (3,221.51)	$ (2,447.82)	$ (773.69)
	52	$ 488,790.27	$ (3,221.51)	$ (2,443.95)	$ (777.56)
	53	$ 488,012.72	$ (3,221.51)	$ (2,440.06)	$ (781.44)
5	54	$ 487,231.27	$ (3,221.51)	$ (2,436.16)	$ (785.35)
	55	$ 486,445.92	$ (3,221.51)	$ (2,432.23)	$ (789.28)
	56	$ 485,656.64	$ (3,221.51)	$ (2,428.28)	$ (793.22)
	57	$ 484,863.42	$ (3,221.51)	$ (2,424.32)	$ (797.19)
	58	$ 484,066.23	$ (3,221.51)	$ (2,420.33)	$ (801.18)
	59	$ 483,265.06	$ (3,221.51)	$ (2,416.33)	$ (805.18)
	60	$ 482,459.87	$ (3,221.51)	$ (2,412.30)	$ (809.21)
	61	$ 481,650.67	$ (3,221.51)	$ (2,408.25)	$ (813.25)
	End Term				

7.6 Proforma

FIVE-YEAR PROFORMA AND ANALYSIS						
REVENUE		Year 1	Year 2	Year 3	Year 4	Year 5
Rental Income		$535,740	$543,660	$554,533	$565,624	$576,936
TOTAL POTENTIAL GROSS REVENUE		$535,740	$543,660	$554,533	$565,624	$576,936
Vacancy Loss	5%	($26,787)	($27,183)	($27,727)	($28,281)	($28,847)
EFFECTIVE GROSS REVENUE		$508,953	$516,477	$526,807	$537,343	$548,090
OPERATING EXPENSES						
Property Insurance		$18,000	$18,450	$18,911	$19,384	$19,869
Property Management Fees	6%	$30,537	$30,989	$31,608	$32,241	$32,885
Maintenance & Repairs	7%	$35,627	$36,153	$36,876	$37,614	$38,366
Property Supplies	3%	$15,269	$15,494	$15,804	$16,120	$16,443
Real Estate Taxes		$46,000	$47,150	$48,329	$49,537	$50,775
Pest Control		$2,500	$2,563	$2,627	$2,692	$2,760
Utilities (electric, water/septic)		$39,000	$39,975	$40,974	$41,999	$43,049
Trash and Drainage		$7,500	$7,650	$7,803	$7,959	$8,118
Landscape & Snow Removal		$7,000	$7,175	$7,354	$7,538	$7,727
Fire Alarm		$900	$923	$946	$969	$993
Misc Expense		$2,000	$2,050	$2,101	$2,154	$2,208
TOTAL EXPENSES		$ 204,332	$ 208,571	$ 213,334	$ 218,207	$ 223,193
NET OPERATING INCOME		$ 304,621	$ 307,906	$ 313,472	$ 319,136	$ 324,897
CORPORATE EXPENSES						
Partnership Supervisory Fee	2%	$ 10,179	$ 10,330	$ 10,536	$ 10,747	$ 10,962
Accounting Services		$ 1,050	$ 1,050	$ 1,050	$ 1,050	$ 1,050
Annual Report		$ 520	$ 520	$ 520	$ 520	$ 520
TOTAL CORPORATE EXPENSES		$ 11,749	$ 11,900	$ 12,106	$ 12,317	$ 12,532
NET CASH FLOW BEFORE DEBT SERVICE		$292,871	$296,006	$301,366	$306,819	$312,365
DEBT SERVICE						
1st Mortgage	$3,520,000	$ (155,981.42)	$ (222,425.67)	$ (222,425.67)	$ (222,425.67)	$ (222,425.67)
2nd Mortgage	$500,000	$ (15,000.00)	$ (15,000.00)	$ (15,000.00)	($38,658)	($38,658)
TOTAL DEBT SERVICE		$ (170,981.42)	$ (237,425.67)	$ (237,425.67)	$ (261,083.75)	$ (261,083.75)
CASH FLOW AFTER DEBT SERVICE		$ 121,890.04	$ 58,580.47	$ 63,940.57	$ 45,735.00	$ 51,281.41
NET CASH TO DISTRIBUTE		$121,890	$58,580	$63,941	$45,735	$51,281

7.7 Assumptions to Financial Analysis

FINANCIAL ASSUMPTIONS							
Loan Type	Amount	Period	Term	Interest Rate	Amortization	Monthly Payment	Annual Cost
Principal & Interest Yrs. 2-5	$ 3,520,000	-	5	3.80%	25	$ (18,535)	$ (222,426)
Interest Only-First 9 months	$ 3,520,000			3.80%		$ (11,153)	$ (133,833.33)
Seller Financing-Interest Only	$ 500,000		5 Years	3.00%		$ (1,250)	$ (15,000)
$250,000 shall become due in 3 years, the remaining balance due in 5 years from commencement							

CASH FLOW ASSUMPTIONS	
Vacancy Factor	5%
Management Fee	6%
Partnership Supervisory Fee	2%
Tenant Rent Escalation	2.00%
OpEx Escalation	2.50%
Property Tax Escalation	2.50%

IRR ASSUMPTIONS	
Terminal Capitalization Rates	
Low	6.25%
Medium	6.50%
High	6.75%

DISTRIBUTION ASSUMPTIONS
Cash Flow Distributions
1. 8.00% Preferred Return Cumulative Noncompounded to Equity
2. 50% Distribution to Equity / 25% Distribution to Sponsor / 25% Distribution to Co-Sponsor
Sale/Refinancing Distributions
1. Unpaid 8.00% Preferred Return Cumulative Noncompounded to Equity
2. Return of Equity
3. 50% Distribution to Equity / 25% Distribution to Sponsor / 25% Distribution to Co-Sponsor

7.8 Distribution of Cash Flow

Sharing of Cash Flow Distribution
◊ 8.00% Cumulative Noncompounded Return to the Equity Investors (First monies distributed)
◊ 50% Additional Cash to the Equity / 25% Additional Cash to Sponsor / 25% Additional Cash to Co-Sponsor

Cash Equity	$ 530,000
Cash Equity Preferred Return	8.00%

For the Years Ending		Year 1	Year 2	Year 3	Year 4	Year 5	**Total**
Net Cash Flow		**$ 121,890**	**$ 58,580**	**$ 63,941**	**$ 45,735**	**$ 51,281**	**Distributions**
Distribution Level 1							
Cash Equity		$ 530,000	$ 530,000	$ 530,000	$ 530,000	$ 530,000	
Preferred Return	8.00%	$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400	
Cumulative Unpaid Preferred Return		$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400	
Cash Distribution - Level 1		$ 42,400	$ 42,400	$ 42,400	$ 42,400	$ 42,400	
Remaining Unpaid Preferred Return		$ -	$ -	$ -	$ -	$ -	
Excess Funds		$ 79,490	$ 16,180	$ 21,541	$ 3,335	$ 8,881	
To Company Reserve Account		$ 50,000					
Distribution Level 2							
Equity Investors	50%	$ 14,745	$ 8,090	$ 10,770	$ 1,668	$ 4,441	
Sponsor	25%	$ 7,373	$ 4,045	$ 5,385	$ 834	$ 2,220	
Co-Sponsor	25%	$ 7,373	$ 4,045	$ 5,385	$ 834	$ 2,220	
Total - Distribution Level 2		$ 29,490	$ 16,180	$ 21,541	$ 3,335	$ 8,881	
Summary of Distributions							
Equity Investors		$ 57,145	$ 50,490	$ 53,170	$ 44,068	$ 46,841	$ 251,714
Sponsor		$ 7,373	$ 4,045	$ 5,385	$ 834	$ 2,220	$ 19,857
Co-Sponsor		$ 7,373	$ 4,045	$ 5,385	$ 834	$ 2,220	$ 19,857
TOTAL		$ 71,890	$ 58,580	$ 63,941	$ 44,068	$ 51,281	$ 291,428
Investor Returns - Based on Annual Distributions							
Equity Investors		10.78%	9.53%	10.03%	8.31%	8.84%	47.49%
			Five Year Average Investor Return before Sale or Refinance				9.50%

7.9 Sale Analysis

Based on a Sale Beginning of Year 6

Initial Equity Investment			
Investor Equity	100%	$	530,000
Total Equity Investment	100%	$	530,000

NOI Year 5	$	324,897
Loan #1 Balance end of Year 5	$	3,112,054.73
Loan #2 Balance end of Year 5	$	481,650.67

Deductions from Sales Price		Additions to Sales Proceeds		
Brokerage Fees	2.00%	Working Capital Reserve (balance at sale)	$	25,000
Estimated Closing Costs	1.00%	Real Estate Tax Escrow	$	-
	3.00%	Insurance Escrow	$	-
		Total Additions	$	25,000

Capitalization Rate			6.25%		6.50%		6.75%
Projected Sales Price		**$**	**5,198,351**	**$**	**4,998,415**	**$**	**4,813,288**
Additions to Sales Proceeds		$	25,000	$	25,000	$	25,000
Deductions from Sale		$	(155,951)	$	(149,952)	$	(144,399)
Loan Balances		$	(3,593,705)	$	(3,593,705)	$	(3,593,705)
Net Proceeds from Sale		$	1,473,695	$	1,279,757	$	1,100,184
Cumulative Nonpaid Return to Equity Investors			0		0		0
Return of Equity Investors Initial Investment		$	(530,000)	$	(530,000)	$	(530,000)
Balance to be Distributed		$	943,695	$	749,757	$	570,184
Distribution to All Members							
Equity Investors	50%	$	471,848	$	374,878	$	285,092
Sponsor	25%	$	235,924	$	187,439	$	142,546
Co-Sponsor	25%	$	235,924	$	187,439	$	142,546
Total Sale Distributions		$	943,695	$	749,757	$	570,184

Rate of Return for Equity Investors**						
Total Proceeds to Equity Investors	**$**	**1,001,848**	**$**	**904,878**	**$**	**815,092**
Annual Rate of Return (averaged over entire life of investment)		27.30%		23.64%		20.26%
IRR (compounded annually)		21.35%		19.31%		17.29%
Initial Investment	$	(530,000)	$	(530,000)	$	(530,000)
Year 1	$	57,145	$	57,145	$	57,145
Year 2	$	50,490	$	50,490	$	50,490
Year 3	$	53,170	$	53,170	$	53,170
Year 4	$	44,068	$	44,068	$	44,068
Year 5 Sale / Refinance*	$	1,048,688	$	951,719	$	861,933

Distribution of Sales Proceeds
1. Any unpaid preferred return 8.00% annual cumulative, noncompounded return pari passu
2. Return of Net Capital Investment
3. 50% to Equity Investors / 25% to Sponsor / 25% to Co-Sponsor

* Includes total sale proceeds plus Year 5 cash distributions
** Does not include returns to Sponsor or Co-Sponsor

8. Southern NH & Northern MA Real Estate Market

8.1 Sales and Lease Comparables

Sale Comparables

Sale Comparable #1

Address	610 Hayward St Manchester, NH
# of Units	36
Construction	Brick Garden Style circa 1968
Sale Price	$ 2,300,000
Sale Date	3/6/2015
Cap Rate	7%
Location	25 miles north of subject property in a densely populated area and a high supply of competeing properties

Sale Comparable #2

Address	75 Union St Methuen, MA
# of Units	12
Construction	Brick Garden Style circa 1970
Sale Price	$ 1,099,000
Sale Date	9/24/2014
Cap Rate	8.75%
Location	9 miles east of subject property in a highly populated area and several competing properties in close proximity

Sale Comparable #3

Address	306 Plaza Drive Dover, NH
# of Units	132
Construction	Brick Garden Style circa 1970
Sale Price	$ 6,375,100
Sale Date	9/30/2014
Cap Rate	n/a
Location	58 miles northeast of subject property further up the NH coastline

Lease Comparables

Lease Comparable #1

Address	18 Nashua Rd Pelham, NH
# of Units	18
Construction	Brick Garden Style circa 1968
Unit Mix	12 two br, 5 one br, 1 studio
Rent Range	$895-$1000
Amenities	Rent Includes Heat/HW, off-street parking
Location	1.6 miles northwest of subject property in a similarly populated area and a low supply of competeing properties

Lease Comparable #2

Address	34 Pleasant St Salem, NH
# of Units	72
Construction	Brick Garden Style circa 1970
Unit Mix	Mostly 2 br units
Rent Range	Rents average $1,225
Amenities	Rent Includes Heat/HW, off-street parking, washer/dryer
Location	7 miles northeast of subject property in a highly populated area and several competing properties in close proximity

Lease Comparable #3

Address	101 E Broadway Derry, NH
# of Units	60
Construction	Brick Garden Style circa 1970
Unit Mix	Mostly 2 br units
Rent Range	$975-$1050
Amenities	Rent Includes Heat/Hw, parking, laundry in building
Location	13 miles north of subject property in a highly populated area and several competing properties in close proximity

9. Overview of Pelham

9.1 About the town of Pelham, NH

Home

About Pelham

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Pelham, New Hampshire, the ever evolving and quintessential New England town, was settled in 1722 and incorporated in 1746. Pelham's rich history has led to a wealth of information and knowledge that has allowed our present day residents to make this home town a combination of old fashioned values along with a modern day thirst for innovation in all areas of our daily lives.

With a present day population of just over 13,000 residents, Pelham began primarily as a farming community until World War II when explosive growth in population and industry took hold and has yet to slow down.

Reminders of the town's rich history can be found in the Abbott Bridge, New Hampshire's oldest, double arched stone bridge. Also Butler Monument, which stands in the center of town, honors the town's first settler, John Butler. We are proud of the work done in reusing and restoring our historical buildings, and our appreciation for that history continues in one of our town's oldest continuously run businesses, Harris' Pelham Inn.

Nestled in the middle of two larger cities, Nashua to the west and Salem to the east, and also bordering the State of Massachusetts to the south, affords Pelham the right to be known as a sleepy bedroom town.

Pelham's recreational activities appeal to all ages beginning with our Tot Soccer Program for ages 3-5 all the way up to our Senior Center, which offers activities and companionship to our senior residents. All our available programs in between the two age groups give every resident the opportunity to participate through sports, crafts, trips, educational seminars. Our miles of protected trails and abundant bodies of water provide many hours of recreational fun.

A proud tradition that has only improved with each passing year is the Pelham Old Home Day celebration. The First Congregational Church sponsors this very well attended event and it is a highlight of our community's year. In addition, new traditions have sprung with the aid of the volunteer group, Pelham Community Spirit. Two such notable events are the Concerts on the Green in the summer months and for the Holidays, The Southern New Hampshire Festival of Trees. All of these events help to bring our wonderful community together in celebration.

Many dedicated volunteers and elected officials are striving to make Pelham a leader in both education and civic areas. The pride shown in these undertakings is very apparent every day.

9.2 Top 10 Reasons to Live in Pelham, NH

Top Ten Reasons

As if the charm and character of Pelham aren't enough to lure you in, there are many more reasons to choose Pelham as the next home for your business.

1. **Central location**

   Pelham NH is just minutes from route 3, Interstates 93 and 495 and close to major Airports. *All distances measured from Town Hall.
   a. 6 miles from Interstate 93 (Exit 2), or 7 miles from Exit 3
   b. 9 miles from Route 3
   c. 12 miles from Interstate 495
   d. 19 miles from Manchester-Boston Regional Airport
   e. 36 miles from Boston Logan International Airport

2. **Affordability**

   Pelham's affordable prices mean a lower cost of doing business, and NH's lack of sales tax draws additional consumers over the Massachusetts border.

3. **"Pro-Business" Attitude**

   Doing business in Pelham is easy. The PEDC is committed to making your transition to Pelham as smooth as possible.

4. **Our People**

   Our growing population of educated and affluent citizens provide a skilled workforce and superior consumer base all in one.

5. **Accessibility & Infrastructure**

   Pelham's access to major transportation hubs and minimal road restrictions for larger trucks makes for easy transport of goods and materials in and out of town. Our fully developed communications infrastructures provide your business with the services necessary for today's tech-heavy business climate.

6. ## Development Opportunities

Pelham NH still has many acres of quality land available for commercial and residential development.

7. ## Innovation

In addition to the many pioneering companies in Pelham, our location on the NH/MA border is close to major centers of innovation including education, healthcare, technology, and biotech.

8. ## Quality of Life

Our quiet suburban neighborhoods offer a variety of selection in housing stock, and are home to a vibrant, active community with a low crime rate. All this, combined with our lower cost of living make Pelham an excellent place to live, and great way to reach very desirable consumer and workforce demographics.

9. ## Growth

Pelham has experienced steady and measured growth since 1950. Choosing Pelham NH will help you take advantage of this growing audience of consumers and expanding workforce.

10. ## 'Live Free or Die' Benefits

NH has been chosen as the "Most Livable State in the US" for the last five consecutive years*. Located on the NH/MA border, Pelham is an easy and frequent stop for MA residents and business owners, yet it offers all the benefits of a NH community. By choosing Pelham NH for your business, you can be open to the large markets in MA, while enjoying the benefits of the 'live free or die' state.
*Source: CQ Press, State Rankings 2005-2009.

9.3 Pelham's Quality of Life

Quality of Life

With its high quality of living, excellent property values and access to major urban centers and transportation hubs, Pelham, NH represents the best of New England all in one town. It's this unique blend of features that support both robust business growth and a superior quality of life for residents in a quiet and relaxed setting. A hidden gem on the MA/NH border, Pelham is a quintessential NH town with an active, growing community and business center.

Local and neighboring Massachusetts residents alike find the Greater Pelham area a wonderful place to enjoy leisure time and shopping in tax free New Hampshire. Our low cost of living and excellent property values continue to attract new residents and businesses while access to quality schools, excellent healthcare facilities, and close proximity to major business and transportation centers help Pelham provide the support systems to encourage growth and development. Simply stated, once you experience Pelham, you may never want to leave.

DID YOU KNOW...

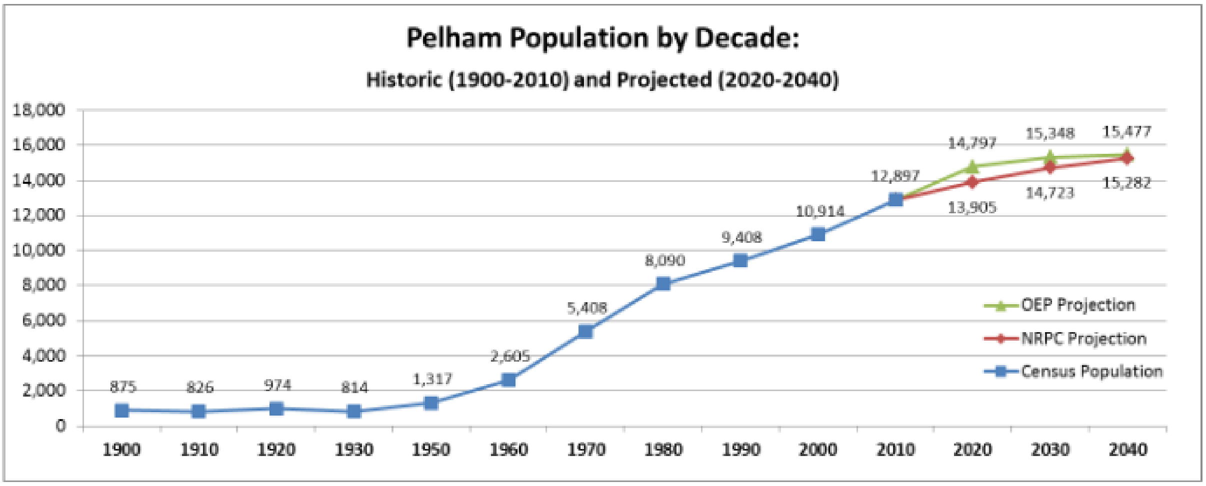
Pelham NH is home to several doctor, dentist and chiropractic offices including Pelham Medical Associates which features Parkland outpatient medical laboratory services, cosmetic laser services and both resident and visiting specialists ranging from internists to podiatrists.

The Pelham NH School District has one of the lowest dropout rates in the state AND 82% of Pelham High School graduates chose to enter an institution of higher learning.

Source: www.choosepelhamnh.com

9.4 Pelham Population and Future Projections

FIGURE 1: POPULATION BY DECADE



Sources: U.S. Census, NRPC, and New Hampshire Office of Energy and Planning

TABLE 1: HISTORIC POPULATION AND FUTURE PROJECTIONS

Historic U.S. Census Population		
Year	Population	Annual GR
1900	875	
1910	826	-0.6%
1920	974	1.7%
1930	814	-1.8%
1940	979	1.9%
1950	1,317	3.0%
1960	2,605	7.1%
1970	5,408	7.6%
1980	8,090	4.1%
1990	9,408	1.5%
2000	10,914	1.5%
2010	12,897	1.7%

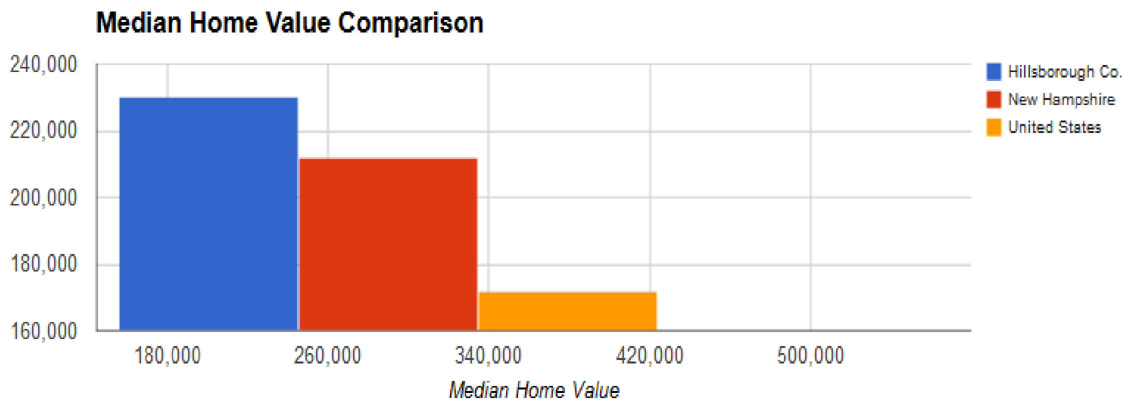
OEP Population Estimates		
Year	Population	Annual GR
2011	12,894	0.0%
2012	12,898	0.0%
2013	12,970	0.6%

NRPC Projections		
Year	Population	Annual GR
2015	13,359	1.5%
2020	13,905	0.8%
2025	14,357	0.6%
2030	14,723	0.5%
2035	15,063	0.5%
2040	15,282	0.3%

Annual GR: Annualized Growth Rate

Sources: U.S. Census Bureau, NRPC, NH Office of Energy and Planning

9.5 Pelham's RE Values and Household Incomes



ABOUT MEDIAN HOME VALUES

Pelham NH is an excellent place to invest in home ownership. Pelham's median home values are 27% higher than the New Hampshire average, and over 41% higher than the national average.

Hover over the chart to see detailed information about Pelham NH's Median Home Values compared to the region and nation.

Source: Source: NH Association of Realtors, Northern New England Real Estate Network (NNEREN) and National Association of Realtors.

Estimated median household income in 2012: $88,792 (it was $68,608 in 2000)

Pelham: $88,792

NH: $63,280

Estimated per capita income in 2012: $33,719 (it was $25,158 in 2000)

10. Tax Information

10.1 Federal Taxes

The potential investor should be aware of the material Federal income tax aspects of an investment in the Interests, effective as of the date of this document. An investor should consult with their tax professional to determine the effects of the tax treatment of the Interests on their individual situation.

10.2 Reporting Status of the Company

The adoption, by the IRS, in 1996, of the so-called 'check-the-box' regulations sets partnership status as the default Federal tax classification for limited liability companies being formed today. No further action is needed to be taken by the Company to obtain partnership status.
In addition, the Company, will operate under the Massachusetts Limited Liability Company Act, and as such, the Company will elect to be treated as a partnership for State income tax purposes. By maintaining partnership tax status the Company will not be taxed on income or loss at the Company level, but will report to each Member their distributive share of profits and losses from operations and disposition according to the Operating Agreement. This process will make the Company a pass through Property for tax purposes.

10.3 Taxation of Members

The Company will be treated as a partnership for Federal tax purposes. A partnership is not a taxable Property. A Member will be required to report on their Federal tax return their distributable share of partnership profit, loss, gain, deductions or credits. Cash distributions are generally not taxable, but create a deduction in the Member's capital account. Preferred Returns to investors, are however taxable as they are considered income, similar to an interest payment though not classified as such for this type of investment. We encourage potential investors to consult their own CPA.

10.4 Basis of Company Assets

An original tax basis will be established for Company assets. The original basis of the real estate shall be established by its purchase price. The tax basis will be adjusted during the operations of the Company by the addition of any capitalized expenditures and depreciation.

10.5 Basis of a Member

A Member will establish their original tax basis by including their initial capital investment. The Member's tax basis will be adjusted during the operations of the Property by the addition of capital contributions made. In total, a Member may deduct their share of Company losses only to the extent of the adjusted basis of their interest in the Company.

10.6 Annual Operations

According to the Investment Objective and Policies, the Manager is projecting that there will be taxable income to distribute to the Members on the Schedule K-1 report provided to each Member, annually. This taxable income will be reported by each Member, along with the other taxable income or loss they have to report. The tax liability incurred by each Member will depend on their individual marginal tax and capital gains rates for both State and Federal tax.

10.7 Disposition

On dissolution and termination of the Company the Members may be allocated taxable income that may be treated as ordinary income or capital gain. The Operating Agreement states the procedures on the dissolution and termination of the Company. In addition, the Members may receive an adjustment in their Capital Account that will either increase or decrease the capital gain to be reported. The Operating Agreement describes the operation of capital accounts for the Company and the Members.

Currently, the Federal capital gains rate is 15% if you are a middle-income taxpayer. If your adjusted gross income exceeds $250,000 (married filing jointly) or $200,000 (filing individually) taxpayers will be hit with an additional 3.8% due the Affordable Care Act. For more information on the Federal capital gains rate see: http://www.forbes.com/sites/davidmarotta/2014/05/25/capital-gains-tax-gets-more-complicated/

10.8 Sale or Other Disposition of a Member's Interests

A Member may be unable to sell their interest as there may be no market for the Interests. If there is a market, it is possible that the price received will be less than the market value. It is possible that the taxes payable on any sale may exceed the cash received on the sale. Upon the sale of a Member's interest, the Member will report taxable gain to the extent that the sale price of the interest exceeds the Member's adjustable tax basis. A portion of taxable gain may be reported as a recapture of the cost recovery deduction allocated to the Member and will be taxed at the cost recovery tax rate in effect at that time. Presently, the maximum Federal tax rate on cost recovery recapture is 25%. The balance of the taxable gain will be taxed at the capital gain tax rate in effect at that time.

10.9 Tax Returns and Tax Information

Annually, the Manager will file an informational return, using IRS Form 1065. In addition, the Manager will annually provide each Member a Schedule K-1 report. Each Member will report this income or loss along with their other taxable income. The tax liability incurred by each Member will depend on their individual marginal and capital gains tax rates for both State and Federal tax. The Manager will provide the annual tax information to the Members no later than March 15th of each calendar year.

11. Plan of Distribution

The offering and sale of the Interests will be made without using any methods of general solicitation. An investor who desires to purchase units in the Company will complete the Offeree Questionnaire and Subscription Agreement. The Manager will confirm that all Members meet the suitability standards established by the Company. The Units offered have not been registered with the Securities Exchange Commission ("SEC") nor qualified with the appropriate State securities agencies. No permits have been obtained from any governmental agency. No reports will be made to any governmental agency under any federal or state securities laws other than registration informational reports as may be required. Other than filing Articles of Organization for the LLC, the Manager does not intend to qualify or register this investment with any governmental agency. A court might or might not decide that this investment is a "security" as defined by State and Federal Laws; however, even if it is a "security," this offering is conducted under State and Federal Laws providing an exemption from registration and qualification requirements for a "private placement."

12. Integration

This Private Placement Memorandum is to be distributed only by the Manager and only to individuals who represent in writing that they meet the income, net worth and suitability requirements established for investors by the Manager.

This Private Placement Memorandum represents the complete package of information and disclosures on the Company. Investors should not rely on any verbal information that is not set forth in writing within this document.

Date: ______________________

Arrowpoint Highland, LLC
By its Managers
David Lamattina
Jay Goldberg

By: __________________________
David Lamattina, Manager

By: __________________________
Jay Goldberg, Manager

DISCLAIMERS

MASSACHUSETTS SUBSCRIBORS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MASSACHUSETTS UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THIS OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NEW HAMPSHIRE SUBSCRIBORS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEW HAMPSHIRE UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THERUNDER RELATING TO THE LIMITED AVAILABILITY OF THIS OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED LOT OF THE INVESTOR'S NET WORTH.

AN INDEPENDENT INVESTIGATION SHOULD BE UNDERTAKEN BY EACH SUBSCRIBER REGARDING THE SUITABILITY OF HIS OR HER INVESTMENT IN THE COMPANY. OFFEREES ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY INFORMATION MADE AVAILABLE AS DESCRIBED BELOW AS LEGAL OR TAX ADVICE. EACH SUBSCRIBER SHOULD CONSULT HIS OR HER OWN COUNSEL, ACCOUNTANT OR BUSINESS ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING THE PURCHASE OF THE UNITS.

THIS PRIVATE OFFERING MEMORANDUM DOES NOT CONTAIN AN UNTRUE STATEMENT OF A MATERIAL FACT OR OMIT TO STATE A MATERIAL FACT NECESSARY TO MAKE STATEMENTS MADE IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY ARE MADE, NOT MISLEADING. IT CONTAINS A FAIR SUMMARY OF THE MATERIAL TERMS OF THE DOCUMENTS PURPORTED TO BE SUMMARIZED HEREIN.

MARKET DATA AND INDUSTRY INFORMATION CONTAINED IN THE MEMORANDUM ARE DERIVED FROM VARIOUS TRADE PUBLICATIONS, INDUSTRY SOURCES AND COMPANY ESTIMATES. SUCH SOURCES AND ESTIMATES ARE INHERENTLY IMPRECISE. HOWEVER, THE COMPANY BELIEVES THAT SUCH DATA AND INFORMATION ARE GENERALLY INDICATIVE OF ITS MARKET POSITION.

NO DEALER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MAY NOT BE RELIED UPON. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY BY ANYONE IN ANY STATE IN WHICH SUCH OFFER OF SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO, TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION, OR TO ANY PERSON OTHER THAN THE OFFEREE TO WHOM THIS MEMORANDUM HAS BEEN DELIVERED.

THIS INVESTMENT IS SPECULATIVE AND SUITABLE ONLY FOR SUBSCRIBERS OF SUBSTANTIAL NET WORTH WHO ARE WILLING AND HAVE THE FINANCIAL CAPABILITY TO PURCHASE AN INVESTMENT INVOLVING CERTAIN RISKS AND WITHOUT ANY DEGREE OF LIQUIDITY AND WHICH MAY NOT PROVIDE ANY IMMEDIATE CASH RETURN.

INVESTORS SHALL HAVE THE OPPORTUNITY TO ASK QUESTIONS AND RECEIVE ANSWERS FROM MANAGEMENT OF THE COMPANY CONCERNING ANY ASPECT OF THIS INVESTMENT AND TO OBTAIN ADDITIONAL INFORMATION CONCERNING THE BUSINESS OF ARROWPOINT HIGHLAND, LLC .

EXHIBIT A

Sponsor Bio

David Lamattina-Manager/Sponsor

David Lamattina, President & CEO of Arrowpoint Properties LLC has been in the business of acquiring and managing multifamily property since 2003. The company's primary investment objective is to source and acquire underperforming and mismanaged apartment communities that are located in strong rental markets and poised for significant appreciation. Arrowpoint has successfully acquired several apartment communities by raising investment equity from local and regional investors who seek relatively low-risk, high return investments. Mr. Lamattina has continued to grow the company which to date has closed several transactions totaling over one hundred apartment units currently valued at close to $9 million dollars. At the time of this offering Mr. Lamattina has personally raised close to $2 million dollars in private equity, all of which is currently invested in various real estate projects. The investors that have contributed capital in previous deals have seen above market returns and appreciation. The company's growing success in this area continues to attract the attention of local investors who have expressed interest in future offerings as they are brought to the table.

Since 2007 Mr. Lamattina has been a licensed real estate broker in both Massachusetts and New Hampshire through a firm called United Multi Family, a commercial real estate brokerage that specializes in the sale of multifamily properties. Since its inception in 1998, UMF has brokered well over 450 multifamily properties for over a half billion dollars. The firm is considered by many as one of the leaders in the industry. Since joining the brokerage Mr. Lamattina has gained significant knowledge and experience analyzing market values of apartment buildings. To date, Mr. Lamattina has been directly involved in the acquisition and disposition of several multifamily properties with an aggregate market value of approximately $30 million dollars. By interacting with local property owners on an on-going basis and brokering transactions, Mr. Lamattina has gained the unique advantage of getting "first look" at a property before it is offered for sale on the open market. He has used this advantage to acquire several properties at a below market value and hopes to continue his current string of success in this area.

Further information can be found on Arrowpoint Properties, LLC and the sponsor by visiting www.arrowpointproperties.com.

Co-Sponsor Bios

Richard Goldberg Bio

Richard Goldberg has been buying residential and commercial properties for over 45 years. Richard's primary focus is investing in residential real estate and renovating multi-family properties. He is also a founding member of Goldberg Properties in Beverly, Massachusetts. Goldberg Properties is now a third generation business with over 80 properties, both commercial and residential under ownership and management.

Richard was born in Beverly, MA and enjoys working with his son Jay and spending time with his daughter Mindy. Richard takes great care in constantly upgrading his properties. His motto is "Investing Today, For The Future, To Preserve the Past".

Jay Goldberg Bio

Jay Goldberg is an investor of residential and commercial properties throughout New England with an emphasis predominantly North of Boston. He is a Principal of Goldberg Properties and is involved in all aspects of the company's 80 properties, both commercial and residential under ownership and management.

Jay previously worked at Connaught Real Estate Finance, a mezzanine finance fund in Chicago, Illinois as an asset manager on a $100 million portfolio of for-sale residential real estate development projects throughout the country. Prior to that, Jay was a financial analyst for Merchandise Mart Properties (a subsidiary of Vornado Realty Trust), one of the nation's largest wholesale showroom and trade producers in the country. He was responsible for setting tenant budgets and analyzing all lease transactions. Jay started his career as a consultant for Ernst & Young's Real Estate Advisory Group in Boston, Massachusetts. During his years at Ernst & Young, he gained valuable experience in due diligence, valuations of different asset classes, construction budgeting, market and financial feasibility studies, and debt restructuring.

Jay graduated from the University of Connecticut in 2001 with a bachelor's degree in Real Estate & Urban Economics. He holds real estate licenses in both the states of Massachusetts and Illinois. Jay has also received certificates in Certified Commercial Investment Professional (CCIM) courses and Boston University's Center for Professional Studies in Real Estate.

Arrowpoint Portfolio Details

Property Address	Date Acquired	# of Units	Purchase Price	Equity Invested	Current Market Value	Preferred Return	Current Investor Return
7-9 Boxford St Lawrence, MA	Aug '04	5	$415,000	$25,000	$350,000	n/a*	n/a

*Property was Sponsor's first acquisition where no preferred returns were offered

Property Address	Date Acquired	# of Units	Purchase Price	Equity Invested	Current Market Value	Preferred Return	Current Investor Return
35 Pleasant St Wakefield, MA	Mar '05	2	$ 435,000	$ 40,000	$ 475,000	n/a*	n/a

*Property was initially acquired as Sponsor's primary residence and has since become an investment property.

Property Address	Date Acquired	# of Units	Purchase Price	Equity Invested	Current Market Value	Preferred Return	Current Investor Return
98 Salem St Lawrence, MA	June ’09	12	$890,000	$282,000	$1,050,000	7.50%	10.00%

Property Address	Date Acquired	# of Units	Purchase Price	Equity Invested	Current Market Value	Preferred Return	Current Investor Return
42 Oakland Ave Methuen, MA	Jul ’10	24	$1.75M	$385,000	$2.25M	7.00%	10.00%

Property Address	Date Acquired	# of Units	Purchase Price	Equity Invested	Current Market Value	Preferred Return	Current Investor Return
71-75 Salem St Lawrence, MA	Dec '12	12	$700,000	$190,000	$975,000	7.50%	12.00%

Property Address	Date Acquired	# of Units	Purchase Price	Equity Invested	Current Market Value	Preferred Return	Current Investor Return
256 Essex St Lawrence, MA	Dec '14	16	$1M	$245,000	$1.2M	8.00%	10.00%

Property Address	Date Acquired	# of Units	Purchase Price	Equity Invested	Current Market Value	Preferred Return	Current Investor Return
36 Burlington Ave Lowell, MA	Aug '14	18	$1.515M	$338,000	$1.7M	8.00%	11.00%

Property Address	Date Acquired	# of Units	Purchase Price	Equity Invested	Current Market Value	Preferred Return	Current Investor Return
569 Lakeview Ave Lowell, MA	Aug '14	5	$380,000	$105,000	$450,000	n/a*	n/a

***No preferred returns were offered on this deal, overall investor return is yet to be realized**

Property Address	Date Acquired	# of Units	Purchase Price	Equity Invested	Current Market Value	Preferred Return	Current Investor Return
101 Shawsheen Rd Lawrence, MA	Feb ‘15	12	$910,000	$260,000	$1.020M	8.00%	TBD

Portfolio Summary

Total Units	Total Project Costs	Total Equity Invested	Current Portfolio Value	% Change
106	$ 7,995,000	$ 1,830,000	$ 9,470,000	18.50%

EXHIBIT B

SUBSCRIPTION AGREEMENT AND OFFEREE QUESTIONNAIRE
Arrowpoint Highland, LLC
PRIVATE PLACEMENT
DATE OF PRIVATE PLACEMENT MEMORANDUM: March 29th, 2015

INSTRUCTIONS FOR SUBSCRIPTION

1. Review and complete this Subscription Agreement and Offeree Questionnaire.

2. Please execute this Subscription Agreement and Offeree Questionnaire and return an executed copy to Arrowpoint Highland, LLC c/o Arrowpoint Properties, LLC

3. Wire instructions will be provided for the attorney's escrow account, where funds for this transaction will be held until closing

4. Return the above to:

Arrowpoint Highland, LLC
c/o Arrowpoint Properties, LLC
49 Blanchard St. Suite 414
Lawrence, MA 01843

ARROWPOINT HIGHLAND, LLC

Offeree Questionnaire

Please fill out and fax to 1-866-517-9599
or Email to David@arrowpointproperties.com

To: Arrowpoint Highland, LLC
c/o Arrowpoint Properties, LLC
49 Blanchard Street, Suite 414
Lawrence, MA 01843
Phone: 978-207-3077

From: ___________________ Date:_____

Address: ____________________________
____
Phone: _____________________________
Email: ______________________________

I am interested in exploring real-estate investment opportunities. I understand I must meet either of the following income (section A) or net worth requirements (section B): and have significant investment, business and financial experience.

☐ **A. <u>Income:</u> My annual net income was at least $200,000 in each of the last two years, or my joint income with my spouse was in excess of $300,000 in each of those years, and I have reasonable expectations of the same income level in this year.**

☐ **B. <u>Assets:</u> My current individual net worth or joint net worth with my spouse is at least $1 million or greater. For purposes of this item, "net worth" means the excess of total assets at fair market value (excluding primary residence), over total liabilities.**

Amount interested in investing, check space below

_______ $50,000-$100,000

_______ $100,000-$500,000

_______ $500,000-$1,000,000

_______ $1,000,000+

Sophisticated Investor:

☐ **I am an experienced investor as demonstrated by my real estate, business or financial background and expertise. My sophistication is based on the following experience: ____**

This is not an offer to sell or solicitation of an offer to purchase an investment security. This information relates to possible real estate opportunities for qualified purchasers who have established an existing substantive relationship with Arrowpoint Properties, LLC and its Principal. Natural persons qualify as investors by virtue of such pre-existing relationships and by proof of business experience, income and net worth.

I/we hereby certify that the above is true and correct.

______________________________ __________

Signature Date

______________________________ ___________

Signature Date

Subscription Agreement
Arrowpoint Highland, LLC

Ladies and Gentlemen:

Subject to the terms and conditions of this Subscription Agreement (this "Agreement") the undersigned Member (the "Member") hereby subscribes for and offers to purchase a percentage interest in Arrowpoint Highland, LLC (the "LLC") as indicated on the Member Signature Page of this Agreement (the "Subscribed Percentage Interests").

In connection with such subscription, and intending to be legally bound, the Member hereby agrees with the LLC and the Managers, being "David Lamattina" and "Jay Goldberg" and herein referred to in this document as "Manager" as follows:

1. Subscription and Payment of Subscription Price.

(a) Together with this Agreement and the executed LLC Documents, the Member agrees to pay the Subscription Price by the corresponding updated schedule, unless notified beforehand by the Manager that the Offering has been terminated. The above referenced deposit will be deposited in the Company attorney's escrow account until the transaction closes.

(b) Subject to Section 2 hereof and any applicable provisions of state law, acceptance of this offer to purchase the Subscribed Percentage Interests, shall be irrevocable by the Member, unless the LLC fails to acquire the land with the buildings thereon at 9 Highland Ave Pelham, NH by August 14th, 2015.

2. Adoption of LLC.

The Member hereby agrees to become a member in a limited liability company to be formed. Each Member will have the opportunity to review the LLC Agreement, and thereafter execute the necessary documents to become a Member. Attached hereto is a copy of LLC Operating Agreement. Member shall have seven (7) days from the date hereof to notify the Manager in writing of reasonable objections to any of the provisions thereof. If Manager refuses to amend the Operating Agreement to the reasonable satisfaction of the Member, Member shall be entitled to revoke his offer to purchase the

Subscribed Percentage Interests and his deposit shall be refunded. Failure to notify the Manager in writing of reasonable objections to any of the provisions the Operating Agreement within seven (7) days of the date hereof shall be conclusive evidence that Member has approved the Operating Agreement.

3. Member's Representations and Warranties.

With full knowledge that the LLC, the Manager, and their attorneys intend to rely upon the representation and warranties made herein, the Member hereby represents and warrants to for the benefit of the LLC, the Manager, and their attorneys as follows:

(a) The Member is a "sophisticated investor" within the meaning of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act"). That particularly, the Member has such knowledge and experience in financial and business matters that he/she/it is capable of evaluating the merits and risks of an investment in the LLC.

(b) The Member has been advised that there will be no public market for the Percentage Interest(s) and that these Percentage Interest(s) are not and will not be, registered under the Act, and that the ability of the Member to liquidate its Percentage Interest(s) may be restricted accordingly.

(c) The Member is purchasing the Percentage Interests for its own account and not for resale to other parties.

(d) The Member is able to bear the economic risk of this investment in the Percentage Interests and at the present time, could afford the complete loss of this investment.

(e) The Member has evaluated the risks of investing in the Percentage Interests as described in the Investment Synopsis. Further that the financial projections therein and in the acquisition summary are based upon information received from the seller and other third parties which Arrowpoint Highland, LLC provides no opinion as to the accuracy thereof.

(f) That the Member represents that he/she/it relied solely on the written materials provided by the LLC and is not relying on any oral statements in making his/her/its investment decision.

(g) That the member is willing to allow investor returns to be electronically transferred to their bank account.

4. Miscellaneous.

(a) Entire Agreement; both parties agree that the materials submitted are preliminary in nature, specifically the form of entity that shall purchase the Property. All LLC Agreements or corporate documents shall be reviewed and executed by each Member, prior to closing.

(b) Any failure by the Member, the Manager, or the LLC to exercise any right or remedy under this Agreement, or delay in exercising any such right or remedy, shall not operate as a waiver of such right or remedy. No waiver of any such right or remedy shall be effective unless it is in writing and signed by the party making the waiver.

(c) This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts. All parties hereby irrevocably consent to the exclusive jurisdiction of any court sitting in the Commonwealth of Massachusetts for any disputes arising as a result of this Agreement.

(d) All notices under this Agreement shall be in writing, shall be deemed effective when sent by overnight or certified mail and if sent to the Member, shall be addressed to the Member at the address given on the Member signature page attached hereto.

(e) The below named Member has carefully read and understands the disclaimer attached to the investment synopsis.

Terms of Offering. The Operating Agreement of Arrowpoint Highland, LLC (“Arrowpoint Highland”) authorizes the issuance of 10 units to new Members. A total of 10 units in minimum groups of 1 Unit are being offered at $53,000 per Unit with a total minimum investment of $53,000. Arrowpoint Highland, however, reserves the right to accept subscriptions for fractional purchases in its sole discretion.

The undersigned hereby subscribes for Units as follows:

1. TOTAL SUBSCRIPTION:

Dollar Amount: $______________ ($53,000 minimum)
Number of Units: ______________ (1 unit minimum)

CHECK ONE:

______ Individual Ownership Single Member
______ Individual Ownership Joint Tenants
______ Corporate Ownership Tenants in Common
______ Tenants by the Entirety Partnership Ownership
______ Trust

FOR TRUSTS

_________________ _______________________________
Date Trust Established Name of Trustee or other administrator

2. SIGNATURE:

(For joint ownership **BOTH PARTIES** must sign and provide a social security number)

_____________________________X___________________________/_______________
Investor Signature S.S.N. or Tax I.D.No. Date
_____________________________X_________________________ /________________
Investor Signature S.S.N. or Tax I.D.No. Date

3. UNIT REGISTRATION:

(Please print name(s) in which your Units are to be registered)

____

____

4. GENERAL INFORMATION:

(Investors must complete residence address for registration purposes)

1. Name(s) ____

2. Residence Address ____

3. Telephone ____

4. Employer(s) ____

5. Occupation ____

6. Email ____

5. MAILING ADDRESS:

(If different from residence address)

____

____

(   )________________________________ (   )_________________________

Cell Phone   Business Phone

Please indicate whether investor is a resident of the United States:

Yes________   No _______

6. PAYMENT INSTRUCTIONS

(all returns and distributions to members are made via electronic transfer)

____

ACH Routing Instructions for electronic transfer (Attach blank voided check below please)

I HEREBY AGREE TO PURCHASE, SUBJECT TO ACCEPTANCE BY Arrowpoint Highland, LLC

No. of Units   Price Per Unit   Total Price

$53,000

I attest that the above is true and correct. I understand that upon subscribing, that due to restrictions on transferability on the Units, any changes in ownership or how distribution payment may be made will be difficult if at all even possible. I understand that unless by operation of the bylaws or Private Placement Memorandum of the Company, I will not be able to ask a refund of funds as this is a binding contract.

___________________________________ ________________________________

Signature Signature

___________________________________ ________________________________

Printed Name Printed Name