

**LIMITED LIABILITY COMPANY AGREEMENT
OF
BREIT SINATRA HOLDINGS LLC**

This Limited Liability Company Agreement (this "**Agreement**") of BREIT Sinatra Holdings LLC, a Delaware limited liability company, is entered into this 9th day of February, 2022, by BREIT X Euro Holdings LLC, a Delaware limited liability company, as the sole equity member (the "**Member**", and together with any additional member admitted to the Company hereunder, the "**Members**").

The Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the "**Act**"):

1. **Name**. The name of the limited liability company formed hereby is BREIT Sinatra Holdings LLC (the "**Company**"). The Certificate of Formation of the Company has been executed, delivered and filed with the office of the Secretary of State of the State of Delaware by an "authorized person" of the Company within the meaning of the Act.

2. **Purpose**. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. **Registered Office**. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

4. **Registered Agent**. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

5. **Member**. The name and address of the Member is set forth on **Schedule A** attached hereto, as may be amended.

6. **Powers**. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Delaware. An "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, his or her powers as an "authorized person" ceased, and each Member, and, subject to the limitations set forth in **Section 7** below, each officer of the Company with a title of Senior Managing Director, Managing Director, President, Vice President, Principal, Secretary, Treasurer, Chief Accounting Officer, Director, Manager,

Assistant Secretary or Assistant Treasurer (each a "**Designated Officer**") thereupon became a designated "authorized person" and hereby continues as a designated "authorized person" within the meaning of the Act. Any Member or any Designated Officer, as an authorized person, within the meaning of the Act, shall execute, deliver and file, or cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be filed with the Secretary of State of the State of Delaware. Any Member or any Designated Officer shall execute, deliver and file, or cause the execution, delivery and filing of any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

7. Officers. The Company may employ and retain persons as may be necessary or appropriate for the conduct of the Company's business, including (i) employees and agents who may be designated as officers with titles, including, but not limited to, "Senior Managing Director", "Managing Director", "President", "Vice President", "Principal", "Treasurer", "Secretary", "Assistant Treasurer", "Assistant Secretary", "Director", and "Manager" as and to the extent authorized by the Members and with such powers as authorized by the Members (each, an "Officer") and (ii)(A) individuals who may be designated as officers with the title "Chief Accounting Officer", "Secretary", "Assistant Secretary", "Vice President – Tax" or "Vice President – Accounting" for the limited purposes of executing tax returns and requesting taxpayer identification numbers, (B) individuals who may be designated as officers with the title "Chief Accounting Officer", "Secretary" or "Assistant Secretary" for the limited purposes of filing entity registrations, filing of state level annual reports, filing state level qualification certificates, executing secretary certificates or incumbency certificates, (C) individuals who may be designated as officers with the title "Chief Accounting Officer", "Secretary", "Assistant Secretary", "Vice President – Treasury" or "Senior Director – Treasury" for the limited purposes of opening and maintaining bank accounts and executing related bank documents (D) individuals who may be designated as officers with the title "Authorized Signatory" for the limited purposes of executing property management agreements, listing agreements, audit, tax and consulting agreements and professional services agreement and (E) individuals who may be designated as officers, as and to the extent authorized by the Members, and with such powers as authorized by the Members (each, a "**Limited Officer**"). The initial Officers of the Company shall be as set forth on Schedule B attached hereto and the initial Limited Officers shall be as set forth on Schedule C attached hereto.

8. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following:

- (i) the written consent of the Members;

(ii) the time at which there are no Members; provided that the Company shall not be dissolved and shall not be required to be wound up if a Member is admitted to the Company, in the manner provided herein, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member (the "**Terminating Event**"), within 90 days after the occurrence of the Terminating Event, pursuant to Section 8(b) hereof; or

(iii) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

(b) Notwithstanding anything in Section 15 to the contrary, a person or entity appointed by the personal representative of the Member that had been the last remaining Member (the "**New Member**") may be admitted to the Company as a member of the Company after there is no longer a remaining Member of the Company, and such New Member shall be so admitted if such New Member shall execute an instrument in writing, either before or after the Terminating Event, stating that such New Member shall be so admitted, effective as of the time of the Terminating Event, and such New Member agrees in writing to become a party to, and bound by, this Agreement, as amended, supplemented or otherwise modified.

9. Liquidation. Upon dissolution pursuant to Section 8, the Company's business and assets shall be wound up in an orderly manner. The Members or their designee shall be the liquidating trustees to wind up the affairs of the Company. In performing their duties, the liquidating trustees are authorized to sell, distribute, exchange or otherwise dispose of Company assets in accordance with the Act in any manner that the liquidating trustees shall determine.

10. Capital Contributions; Percentage Interest. The Members shall make an initial contribution to the Company in an amount approved by the Members. No Member shall be required or permitted to make any additional contributions without the consent of all of the Members. The percentage interest of each Member in the Company shall be as set forth in the books and records of the Company, as amended from time to time.

11. Allocation of Profits and Losses. For so long as (and only during such time as) the Company shall have only one Member, the following shall apply for Federal income tax purposes and relevant State income tax purposes, but only for such purposes:

(a) In accordance with Section 301.7701-3(a) of the Income Tax Regulations, the Company shall be disregarded as an entity separate from such Member; and all items of income, gain, loss, deduction and credit of the Company shall be treated as recognized directly by such Member; and

(b) The assets and liabilities of the Company shall be treated as the assets and liabilities of such Member. For so long as, and during such time as the Company shall have more than one Member, all items of income, gain, loss, deductions

and credit for tax purposes shall be allocated to each Member pro rata in accordance with such Member's percentage interest in the Company as set forth in the books and records of the Company, as amended from time to time.

12. Distributions. Subject to the Act and other applicable law, distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members.

13. Assignments. A Member may sell, assign, encumber or otherwise transfer in whole or in part its limited liability company interest at any time to any person or entity without the consent of any other person or entity. If a Member transfers its limited liability company interest in the Company, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, as this Agreement may be amended or restated, which instrument may be a counterpart signature page to this Agreement or a restatement hereof. If a Member transfers all of its limited liability company interest in the Company, the admission of the subject transferee shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to a Member by merger or consolidation shall, without further act, be a Member hereunder without any action by any person or entity, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

14. Resignation. A Member may resign from the Company without obtaining the prior consent of the other Members.

15. Admission of Additional Members. Except as provided in Section 8(b), one or more additional members of the Company may be admitted to the Company with the unanimous consent of the Members.

16. Liability of Members. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

17. Indemnification. The Company (the "**Indemnitor**") shall indemnify and hold harmless the Members, their affiliates and subsidiaries, and all officers, directors, partners, employees, and agents of any of the foregoing (each, an "**Indemnitee**") to the full extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved as a party or otherwise, arising from, or in connection with, the performance of any action by such Indemnitee for, on behalf of, or otherwise in connection with, the Company.

18. Amendments; Entire Agreement. This Agreement may be amended only by written instrument executed by all of the Members. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

19. Benefits of Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of any Member.

20. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

22. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

23. Merger Agreement. The execution and delivery by the Company of, and the performance of its obligations under, the Agreement and Plan of Merger (the "**Merger Agreement**"), by and among Resource REIT, Inc., a Maryland corporation, the Company and Rapids Merger Sub LLC, a Delaware limited liability company, and all other transactions contemplated by or related to the Merger Agreement, are hereby authorized, ratified, confirmed and approved. Each of the Member, any officer of the Company, or any other person authorized by the Member, acting for and on behalf of the Company, is hereby authorized, empowered and directed to execute, deliver, perform and file all documents, agreements or certificates (including the Merger Agreement) that are necessary, appropriate, proper, advisable, incidental or convenient to the transactions contemplated by or related to the Merger Agreement or in the furtherance of the purposes described herein or therein, all without any further act, vote or approval of any other person or entity notwithstanding any other provision of this Agreement. The provisions of this Section 23 shall not be construed to limit the accomplishment of a merger or consolidation or of any of the matters referred to herein or in the Merger Agreement by any other means otherwise permitted by law.

24. Other Business. The Members and any person or entity affiliated with a Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. No other Member or the Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

25. Exculpation. No Member shall be liable to the Company or any other person or entity who has an interest in the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member on behalf of the Company in the absence of fraud or bad faith.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

MEMBER

BREIT X Euro Holdings LLC, a Delaware limited liability company

DocuSigned by:

By: 746E4E6A26634C1
Name: Jacob Werner
Title: Senior Managing Director and Vice President

Schedule A
Member

<u>Name</u>	<u>Address</u>
BREIT X Euro Holdings LLC	345 Park Avenue, New York, NY 10154

Schedule B
Officers

<u>Name</u>	<u>Office</u>
A.J. Agarwal	Senior Managing Director and Vice President
Ron Bernstein	Senior Managing Director and Vice President
Kenneth A. Caplan	Senior Managing Director and President
Frank Cohen	Senior Managing Director and Vice President
Giovanni Cutaia	Senior Managing Director and Vice President
Asim Hamid	Senior Managing Director and Vice President
Robert Harper	Senior Managing Director and Vice President
Tyler Henritze	Senior Managing Director and Vice President
Brian Kim	Senior Managing Director and Vice President
Kathleen McCarthy	Senior Managing Director and President
Nadeem Meghji	Senior Managing Director and Vice President
William J. Stein	Senior Managing Director and Vice President
Wesley LePatner	Senior Managing Director and Vice President
Michael Lascher	Senior Managing Director and Vice President
David Levine	Senior Managing Director and Vice President
Paul Quinlan	Senior Managing Director and Vice President
Scott Trebilco	Senior Managing Director and Vice President
Jacob Werner	Senior Managing Director and Vice President
Michael Wiebolt	Senior Managing Director and Vice President
Michael Anthony	Managing Director and Vice President
Doug Armer	Managing Director and Vice President
Glen Bartley	Managing Director and Vice President
Phil Bateman	Managing Director and Vice President
Anthony Beovich	Managing Director and Vice President
Joshua Carson	Managing Director and Vice President
Andrea Drasites	Managing Director and Vice President
Mike Forman	Managing Director and Vice President
Chris Graham	Managing Director and Vice President
Mark Hudspeth	Managing Director and Vice President
Ryan Ingle	Managing Director and Vice President
Tom Jack	Managing Director and Vice President
Brian Kaufman	Managing Director and Vice President
Paul Kolodziej	Managing Director and Vice President
Adam Leslie	Managing Director and Vice President
Brian Lin	Managing Director and Vice President
Qahir Madhany	Managing Director and Vice President
Anthony F. Marone, Jr.	Managing Director and Vice President
Brendan McIntee	Managing Director and Vice President
Marshall Nevins	Managing Director and Vice President

David O'Neill	Managing Director and Vice President
T. Max O'Neill	Managing Director and Vice President
Melissa Pianko	Managing Director and Vice President
John Prete	Managing Director and Vice President
Richard Reyes	Managing Director and Vice President
Joseph Rocco	Managing Director and Vice President
Karen Sprogis	Managing Director and Vice President
Leon Volchyok	Managing Director and Vice President
Eric Wu	Managing Director and Vice President
David Zackowitz	Managing Director and Vice President
Jeff Nirenberg	Senior Vice President

Schedule C
Limited Officers

<u>Name</u>	<u>Office</u>
Nicole Grimaldi	Chief Accounting Officer
Michael Beringer	Vice President – Accounting
Marc Lenihan	Senior Director – Treasury
Marikay Klank	Vice President – Tax
Joseph Valane	Assistant Secretary
Annie Wang	Assistant Secretary
Nissan Shah	Assistant Secretary
Ivy Israel	Assistant Secretary
Leslie Robelly	Assistant Secretary
Lakecia Stanford	Assistant Secretary
Deondra Cephus	Assistant Secretary
Danielle Sands	Assistant Secretary
Eric Leaner	Assistant Secretary
Anna Stokes	Assistant Secretary
Kelly Vohs	Chief Executive Officer
Keith Dodds	Executive Vice President – Operations
Pamela Cain	Executive Vice President – Finance
Alison Brown	Senior Vice President – Operations
Brett Fischer	Senior Vice President – Redevelopment
Brian Killinger	Senior Vice President – Asset Management
Jeff Sanford	Senior Vice President – Asset Management
Julio Morales	Senior Vice President – Asset Management
Erik Loedding	Senior Vice President – CapEx
David Danish	Senior Vice President – Revenue, Marketing & Strategic Initiatives
Tom Minkowicz	Senior Vice President – Transactions