

B2R INVESTMENTS 1, LLC

A Florida Limited Liability Company

SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY

U.S. Investors

This Subscription Agreement and Power of Attorney (The “Subscription Agreement”) is between the undersigned (the “Purchaser”) and B2R Investments 1 LLC, a Florida Limited Liability Company (the “Company”) to purchase the Company’s membership interests (“Membership Interests”) in the amount indicated in Exhibit A, Section 1, subject to the terms and conditions of this Subscription Agreement, the Articles of Organization (the “Articles”), the Operating Agreement (the “Operating Agreement”), and Private Placement Memorandum dated September 15, 2023 (the “Memorandum”)(collectively, the “Offering Documents”). Each Party may be individually referred to as a “Party,” or as the “Parties” collectively.

THE MEMBERSHIP INTERESTS OF THE COMPANY SUBJECT TO THIS SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY ARE MEMBERSHIP INTERESTS WHICH HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”). SUCH MEMBERSHIP INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED TO ANY PERSON AT ANY TIME IN: (A) THE ABSENCE OF (1) AN EFFECTIVE REGISTRATION STATEMENT COVERING SUCH MEMBERSHIP INTERESTS UNDER THE ACT; OR (2) AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED; OR (B) A MANNER INCONSISTENT WITH THE TERMS OF THE MEMBERSHIP INTERESTS OR THE COMPANY ARTICLES OF ORGANIZATION OR OPERATING AGREEMENT, ALL OF WHICH ARE HEREBY INCORPORATED TO THIS SUBSCRIPTION AGREEMENT BY REFERENCE.

THE MEMBERSHIP INTERESTS OFFERED UNDER THIS SUBSCRIPTION AGREEMENT ARE BEING SOLD IN RELIANCE ON EXEMPTIONS PROVIDED BY REGULATION D UNDER THE SECURITIES ACT AND COMPARABLE EXEMPTIONS UNDER STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES ABSENT REGISTRATION UNDER THE SECURITIES ACT OR AN APPLICABLE EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS.

INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO PROVIDE REPRESENTATIONS AND WARRANTIES AS SET FORTH IN THE SUBSCRIPTION AGREEMENT AND MUST SATISFY CERTAIN SUITABILITY STANDARDS. THESE SECURITIES ARE HIGHLY SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK. INVESTORS SHOULD CAREFULLY CONSIDER THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE SECURITIES AND SHOULD CONSULT WITH THEIR OWN LEGAL, TAX, AND FINANCIAL ADVISORS BEFORE MAKING ANY INVESTMENT DECISION.

THE OFFERING MATERIALS AND ANY EXHIBITS OR ATTACHMENTS THERETO ARE FOR THE SOLE USE OF THE PERSON TO WHOM THEY HAVE BEEN DELIVERED AND MAY NOT BE REPRODUCED OR REDISTRIBUTED, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE ISSUER. THE OFFERING MATERIALS CONTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION AND SHOULD BE TREATED ACCORDINGLY.

BY ACCEPTING DELIVERY OF THE OFFERING MATERIALS, THE INVESTOR AGREES TO KEEP ALL INFORMATION CONTAINED THEREIN CONFIDENTIAL AND NOT TO DISCLOSE SUCH INFORMATION TO ANY THIRD PARTY, EXCEPT AS REQUIRED BY LAW OR WITH THE PRIOR WRITTEN CONSENT OF THE ISSUER.

NO FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY HAS CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THE INFORMATION CONTAINED IN THE OFFERING MATERIALS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IMPORTANT: PROSPECTIVE INVESTORS MUST CAREFULLY REVIEW THE ENTIRE SUBSCRIPTION AGREEMENT, INCLUDING ALL EXHIBITS AND ATTACHMENTS THERETO, AND CONSULT WITH THEIR OWN LEGAL, TAX, AND FINANCIAL ADVISORS BEFORE MAKING ANY INVESTMENT DECISION.

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1. Subscription Agreement Instructions.

Individuals who desire to become a Purchaser (“Potential Investor”) in the Company must carefully review this Subscription Agreement, along with the Offering Documents, and follow any instructions provided by the Offering Documents, including completing the Investor Questionnaire (Exhibit A). This Subscription Agreement contains certain representations and warranties that Purchasers are required to make before the Manager may accept this Subscription Agreement and issue Membership Interests to the Purchaser. Additionally, this Subscription Agreement requires Potential Investor to truthfully answer several questions in good faith prior to being considered by the Manager to become a Purchaser and therefore a Member of the Company. The answers provided by Potential Investor's are material in nature and answers must be truthful. All relevant sections must be completed to be considered as a Purchaser/Member of the Company.

If an individual has questions concerning this Subscription Agreement, most notably the representations and warranties (Section 5) and the Investor Questionnaire (Exhibit A) please contact the Managers or your independent attorney, tax advisors, financial advisors, or other experts on the matter.

Upon completing the required sections and executing this Subscription Agreement, the Potential Investor must return this completed Subscription Agreement to the Manager, along with all exhibits and requested documentation. Upon return, the Manager will provide the Potential Investor with wiring instructions. Upon the Potential Investor's payment, please email notice of your payment to jake@whitestonedevelopmentsllc.com containing the (i) amount of the subscription, (ii) the date the executed documents were sent to the Manager, and (iii) the check number or wire transfer verification number.

If, following the Opt-Out Period and provided that the Potential Investor did not deliver an Opt-Out Notice to the Manager, then the Potential Investor's subscription is accepted, and the Manager will send such Potential Investor a receipt from the Company showing the number of Units purchased and the total

purchase price of the Units ("Acceptance Receipt"). Upon receiving the Acceptance Receipt, the Potential Investor will become a Purchaser, and therefore, a Member of the Company.

[NEED TO DISCUSS ACCEPTANCE METHODS (EMAIL, MAIL, FAX) AND ADDRESS]

2. Subscription.

Subject to this Subscription Agreement, the Purchaser irrevocably subscribes for and agrees to purchase the Membership Interest as indicated in Exhibit A, Section 1. The Company, by its Manager in its absolute and sole discretion, may accept or reject this Subscription in whole or in part. If the Company accepts this Subscription, then the Company shall sell such Membership Interests to the Purchaser, therefore accepting the Purchaser as a Member of the Company.

3. General Terms and Conditions.

3.1 The Purchaser acknowledges and agrees that this Subscription Agreement is non-cancelable and irrevocable, and therefore, cannot be withdrawn, terminated, or revoked. All funds delivered to the Company under this Subscription Agreement are non-refundable for any reason, except with the express written consent of the Manager which may be withheld.

3.2 The Purchaser agrees to become a Member and to be bound by all the terms and conditions of the Offering Documents. This Subscription Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the Purchaser. This Subscription Agreement is not transferable or assignable by the Purchaser, except as is provided in the Memorandum or Subscription Agreement.

3.3 With respect to each capital call by the Company, the Purchaser will become a Member only when the Company deposits the Purchaser's contribution into the Company's main operating bank account.

3.4 This subscription may be rejected as a whole or in part by the Company and its Manager in its sole and absolute discretion. If this subscription is rejected, the Potential Investor's funds shall be returned to the extent of such rejection. This subscription shall be binding on the Company only upon its acceptance of the same.

3.5 By executing this Subscription Agreement, a Purchaser: (a) makes certain representations and warranties upon which B2R Investments Management LLC, a Florida limited liability company (the "Manager"), will rely on in accepting Purchaser's subscription funds; and (b) unconditionally and irrevocably agrees to purchase the Membership Interests in the amount shown above and the Purchaser shall commit to contribute capital in accordance with the terms set forth in the Offering Documents.

3.6 Neither the execution nor the acceptance of this Subscription Agreement by the Purchaser constitutes the Purchaser as a Member, shareholder, owner, or creditor of the Company. Subscription Agreements received by the Company will be wholly or partially accepted or rejected by the Company through its Manager within Thirty (30) days after receipt. The Company reserves the sole and absolute right to reject any subscription tendered for any reason or no reason, or to accept it in part only.

3.7 The Purchaser's rights and responsibilities are governed by the terms and conditions of the Offering Documents. The Company will rely upon the information provided in this Subscription Agreement to confirm that the Purchaser is an "Accredited Investor" as defined in Regulation D promulgated under the Act, and the Purchaser shall not provide misleading, misrepresentative, or untrue information. The Purchaser's failure to provide any recommended documentation related to verification of the Purchaser's Accredited Investor status will result in the Manager automatically rejecting this Subscription.

3.8 The Purchaser agrees that the Subscription for Membership Interests become effective (subject to acceptance of the same by the Company, in its sole and absolute discretion) after the Company accepts the subscription and the transfer of the Purchaser's subscription funds into the operating account.

4. Capital Commitments.

4.1 Each Member's capital contribution shall equal the purchase price of such Membership Interests, less all commissions and fees payable by the Company to any third-party. The Manager shall have the right to draw Capital of up to one-hundred percent (100%) of the committed Capital, and the remainder (if the Manager calls less than 100%) to be called of the succeeding Twelve (12) months after the commitment. For a Member (or any successor Member) who acquires Membership Interests from a predecessor Member under this Agreement, the successor Member's original capital contribution shall be deemed to equal that of the initial Member who acquired each Membership Interest that is transferred to the successor Member.

4.2 The Company shall call Members' capital with respect to each Member who has made a capital commitment to the Company pursuant to this Subscription Agreement ("Capital Commitment"). The Company shall make such capital call ("Capital Call") by delivering written notices to each Member Fifteen (15) calendar days prior to the due date ("Call Notice"). The Call Notice will specify the following:

- (a) Capital Call due date;
- (b) the amount necessary from each Member; and
- (c) the purpose of making such investments.

4.3 The purpose of the investments include, without limitation, (i) making new investments in Land and Properties; (ii) making follow-on investments in existing Properties; (iii) paying Company Expenses and other liabilities; (iv) repaying Company indebtedness; (v) covering amounts necessary to maintain or protect the value of existing Properties; (vi) establishing a capital expenditure reserve by the Manager. The Capital Commitments will be drawn down by the Company on a pro-rata basis from the Members, as needed.

4.4 If any Member shall fail, in part or in whole, to make its applicable capital contribution as required by this Agreement, such failure constitutes a "Default" and such Member will be deemed to be a "Defaulting Member." The Manager may, in its sole discretion, take any one or more of the following remedial actions (and shall owe no fiduciary duties to the Defaulting Member with respect to the Default):

- (a) Charge interest on the Defaulted Amount at a rate per annum of no more than Twelve Percent (12%) or the highest rate permitted by applicable law;
- (b) Cause future allocations of items of income and gain to be allocated solely to the Capital Accounts of non-Defaulting Members;
- (c) Reduce amounts otherwise distributable by the Company to the Defaulting Member by up to One Hundred Percent (100%) as of the date of the Default;
- (d) Cancel all or any portion of the Defaulting Member's unpaid Capital Commitment and adjust the Capital Account balances of all Members accordingly;
- (e) Cause up to One Hundred Percent (100%) of the Company's future items of loss, expense and deduction to be allocated solely to the Capital Account of the Defaulting Member until the Defaulting Member's Capital Account balance is reduced to \$0.00;
- (f) Offer to the non-Defaulting Members opportunity to acquire all or a portion of the Defaulting Member's interest in the Company pro-rata in accordance with their Capital Commitments in exchange for the assumption of all or a portion of such Defaulting Member's remaining unfunded Capital Commitment;
- (g) Impose upon the Defaulting Member any other remedy determined by the Manager to be consistent with the interests of the Company;
- (h) Adjust the Defaulting Member's Company Interests as needed to equitably account for the Default;
- (i) Pursue any remedies at law or in equity available to it with respect to the Default of a Defaulting Member.

4.5 In addition to the remedial actions provided in Section 3.4 above, the Manager may pursue any legal action, at law or in equity, to enforce the rights of the Company under this Subscription Agreement. In connection with any legal proceedings brought to enforce a Defaulting Member's obligations under this Agreement, or any other costs incurred by the Manager or the Company in connection with a Defaulting Member's breach of this Agreement, the Defaulting Member shall be responsible for, and agrees to bear, all costs and expenses (including attorney fees) incurred by the Company in connection with the collection of the amounts due, together with interest from the date due at a rate equal to the lesser of Twelve Percent (12%) per annum or the highest rate permitted by applicable law.

5. Purchaser Representations and Warranties. The Purchaser represents, warrants, and agrees that:

5.1 Purchaser is resident of, or, if not a natural person, maintains its principal place of business in, the jurisdiction represents the address provided by the Purchaser on the Investor Questionnaire attached to this Subscription Agreement, which address is Purchaser's principal residence or place of business, and such address was not obtained or used for the purpose of acquiring the Membership Interests.

5.2 Purchaser has received and read the Offering Documents, and Purchaser is thoroughly familiar with the proposed business, operations, financial, and property condition of the Company. Purchaser has relied solely upon the Memorandum and independent investigations made by Purchaser or Purchaser's representative with respect to the investment in the Membership Interests. No oral or written representations beyond the Memorandum have been made by the Company, the Manager, or their respective agents or assign, or relied upon by the Purchaser.

5.3 Purchaser has read and understands the Offering Documents, and understands how the Company functions as a corporate entity. By purchasing the Membership Interests and executing this Subscription Agreement, Purchaser agrees to the terms and provisions of the Offering Documents, including the Memorandum and the Operating Agreement.

5.4 Purchaser understands that the Company has limited financial and operating history. Purchaser has been furnished with such financial and other information concerning the Company, its management, and its business, as Purchaser considers necessary in connection with the investment in Membership Interests. Purchaser has been given the opportunity to discuss any questions and concerns with the Company.

5.5 Purchaser acknowledges and understands that the Offering Memorandum reflects the Company's current intentions and business, financial, and other information currently available to the Company, and that the precise nature of the Company's operations, use of proceeds of the Offering, capital needs, and other factors inherent in the Company's business can be expected to change from time to time.

5.6 Purchaser is purchasing Membership Interests for Purchaser's own account (or for a trust if Purchaser is a trustee), for investment purposes, and without an intention to resell or distribute the same. Purchaser has no present intention, agreement, or arrangement to divide Purchaser's participation with others or to resell, assign, transfer, or otherwise dispose of all or part of the Membership Interests. The Purchaser understands that transferring Interests are highly restrictive.

5.7 Purchaser or Purchaser's investment advisors have such knowledge and experience in financial and business matters that will enable Purchaser to utilize the information made available to evaluate the risks of the prospective investment and to make an informed investment decision. Purchaser has been advised to consult Purchaser's own attorney concerning this investment and to consult with independent tax counsel regarding the tax considerations of investing in the Membership Interests and becoming a Member of the Company.

5.8 Purchaser has been advised that the Membership Interests have not been registered under the Securities Act of 1933, as amended (the "**Act**"), or qualified under any State Securities Laws (the "**Law**"), on the ground, among others, that no distribution or public offering of the Membership Interests is to be effected and the Membership Interests will be issued by the Company in connection with a transaction that does not involve any public offering within the meaning of section 4(2) of the Act or of the Law, under the respective rules and regulations of the Securities and Exchange Commission.

5.9 Purchaser acknowledges and understands that there may be material tax consequences to it of an acquisition, holding, or disposition of the Membership Interests, and that the Company gives no opinion and makes no representation with respect to the consequences to Purchaser under any federal, state, local, or foreign tax law of the acquisition, holding, or disposition of the

Membership Interests, and Purchaser acknowledges that it is solely responsible for determining the tax consequences of an investment in the Company.

5.10 Purchaser has previously furnished the Company a completed and signed Investor Questionnaire or has completed and signed the attached Investor Questionnaire. All information which Purchaser has furnished in this Subscription Agreement and the Investor Questionnaire, concerning his/her/itself, financial position, and knowledge of financial and business matters is correct, current, and complete.

5.11 All information which Purchaser has furnished in this Subscription Agreement concerning Purchaser, Purchaser's financial position, and Purchaser's knowledge of financial and business matters is correct, current, and complete.

6. **INVESTOR SUITABILITY STANDARDS.** Provided that the Company is selling its Membership Interests through a Regulation D, Rule 506(c) offering ("506(c) Offering"), it may sell such Membership Interests to an unlimited number of "Accredited Investors" as defined by Rule 501 of the Act (See Section _ of the Memorandum). The Company nor its Managers shall not, using all reasonable efforts, sell Interests to non-accredited investors.

6.1 To qualify as an Accredited Investor, an *ENTITY* Purchaser must meet any of the following:

- (a) A bank as defined in section 3(a)(2) of the Act, or a savings and loan association or other institution as defined in section 3(a)(5)(a) of the Act, whether acting in its individual or fiduciary capacity;
- (b) A broker or dealer registered pursuant to section 15 of the Act;
- (c) An investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940;
- (d) An insurance company as defined in section 2(13) of the Act;
- (e) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act;
- (f) A Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;
- (g) A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- (h) Any plan established and maintained by a State, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of Five Million Dollars (\$5,000,000);

- (i) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in section 3(21) thereof, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of Five Million Dollars (\$5,000,000) or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors¹;
- (j) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- (k) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of Five Million Dollars (\$5,000,000);
- (l) A trust, with total assets in excess of Five Million Dollars (\$5,000,000), not formed for the specific purpose of acquiring the securities of the Company being offered, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment in the Company²;
- (m) An entity in which all the equity owners are accredited investors³.
- (n) Any family office, as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940: with assets under management in excess of Five Million Dollars (\$5,000,000), that is not formed for the specific purpose of acquiring the securities offered, and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risk of the prospective investment;
- (o) Any family client, as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (a)(12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii);
- (p) Any entity not listed above which was not formed for the specific purpose of acquiring the securities offered, owning investments in excess of Five Million Dollars (\$5,000,000).

6.2 To qualify as an Accredited Investor, an *INDIVIDUAL* Purchaser must meet any of the following:

¹ If you are a self-directed plan that believes it is an Accredited Investor because investment decisions are made solely by persons that are Accredited Investors, please complete the information for individuals pursuant to Section 11 with respect to you and each such person participating in making the investment decision.

² If you are a trust that believes it is an Accredited Investor, please complete the information for individuals pursuant to Section 11 with respect to you and each person participating in making the investment decision.

³ If you are an entity that believes it is an Accredited Investor by virtue of the accredited investor status of each equity owner thereof, please complete the information for individuals pursuant to Section 11 with respect to you and each such equity owner.

- (a) Any natural person who had an individual income in excess of Two Hundred Thousand Dollars (\$200,000) in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of Three Hundred Thousand Dollars (\$300,000) in each of those years and who has a reasonable expectation of reaching the same income level in the current year.
- (b) Any natural person whose individual net worth or joint net worth, with that person's spouse or spousal equivalent, at the time of their purchase exceeds One Million Dollars (\$1,000,000) (excluding the value of such person's primary residence).
- (c) A director or executive officer of the Company.
- (d) A natural person holding, and in good standing of, one or more professional certifications or designations or other credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status.
- (e) A natural person holding one or more professional certifications or designations administered by the Financial Regulatory Authority, Inc., and in good standing: the Licensed General Securities Representative (Series 7), Licensed Investment Adviser Representative (Series 65), and Licensed Private Securities Offering Representative (Series 82).
- (f) A natural persons who is considered a "knowledgeable employee" of a private fund as defined by Rule 3c-5(a)(4) under the Investment Company Act of 1940, including trustees and advisory board members, or person serving in a similar capacity of a fund relying on an exemption under Investment Company Act of 1940 Section 3(c)(1) or 3(c)(7), or an affiliated person of the fund that oversees the fund's investments, and employees of the private fund (other than employees performing solely clerical, secretarial, or administrative functions).

7. Further Representations and Covenants Concerning Purchasers Accredited Investor Status.

The Purchaser acknowledges that the Company is making a Rule 506(c) Offering, meaning that the Company must only accept subscriptions from Accredited Investors (discussed in Section 5). Further, the Purchaser understands that the Company will rely on the accuracy and completeness of the statements, responses, and/or answers contained in this Subscription Agreement. The Purchaser represents, warrants, and covenants to the Company the following:

7.1 Purchaser's statements and responses contained in this Subscription Agreement are complete and correct and may be relied on by the Company for the purpose of complying with all applicable security laws and to determine whether the Purchaser is an Accredited Investor and a suitable investor.

7.2 Purchaser shall notify the Company immediately of any material change in any statement or response made in this Subscription Agreement before acceptance by the Company of this subscription.

7.3 Purchaser has sufficient knowledge and experience in financial and business matters to

evaluate the merits and risks of the prospective investment, or the Purchaser has consulted with professional advisors who have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of prospective investment.

7.4 Purchaser understands economic risk of an investment in the Membership Interests and that they Purchaser will not have access to funds delivered to the Company for an indefinite period of time and understand that an investment in the Membership Interests is illiquid and may result in a complete loss of such investment.

7.5 Purchaser understands and agrees that the Company is relying upon the truthfulness of the certification being made by Purchaser as to Purchaser's status as an Accredited Investor for the reason checked in Section Exhibit A, Section 4. Purchaser further understands that the Company may request to be review or verify, in confidence, documentation reasonably satisfactory to the Company, such as the materials listed in Section 7 below, supporting the certification by the Purchaser as to the Purchaser's status as an Accredited Investor, and the Purchaser agrees to provide such documentation upon the Company's request. The Company reserves the right to refuse to accept any subscription as to which the Company is not reasonably satisfied, for any reason, that the Purchaser is an Accredited Investor.

7.6 Purchaser acknowledges and understands that the Purchaser must be an Accredited Investor to qualify to purchase Membership Interests. Purchaser represents and warrants that Purchaser has not directly or indirectly provided any information or documents to the Company that, in any manner, deceives the Manager or the Company of the Purchaser's Accredited Investor status.

8. **Verification of Accredited Investor Status.** Purchaser shall provide any and all documentation and information (to the satisfaction of the Company) to verify the Purchaser's status as an Accredited Investor. The Company may conduct such verification through any reasonable means and steps deemed necessary or suitable by the Company. A non-exhaustive list of verification steps that the Company may use for, or require from, the Purchaser to complete such verification is noted directly below. The Purchaser shall fully cooperate in the Company's verification steps and methods, including but not limited to, the non-exhaustive list set forth below, before being permitted to purchase Membership Interests. Further, the Purchaser expressly and irrevocably consents and authorizes the Company to utilize any reasonable means of verifying the Purchaser's status as an Accredited Investor (including, but not limited to, one or more of the non-exclusive methods and steps set forth below).

8.1 Any Internal Revenue Service form that accurately reports and represents the Purchaser's income for the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040) and obtaining a written representation from the Purchaser that the Purchaser has a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year;

8.2 One or more of the following types of documentation dated within the prior three months and obtaining a written representation from the Purchaser that all liabilities necessary to make a determination of net worth have been disclosed:

- (a) with respect to assets: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, and appraisal reports issued by independent third parties; and

- (b) with respect to liabilities: a consumer report from at least one of the nationwide consumer reporting agencies;

8.3 Written confirmation from one of the following persons or entities that such person or entity has taken reasonable steps to verify that the Purchaser is an Accredited Investor within the prior three months and has determined that the Purchaser is an Accredited Investor:

- (a) A registered broker-dealer;
- (b) An investment adviser registered with the Securities and Exchange Commission;
- (c) A licensed attorney who is in good standing under the laws of the jurisdictions in which he or she is admitted to practice law; or,
- (d) A certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office.

8.4 With respect to the above as pertaining to a natural person who is married, the verification noted above would typically be required of both persons in the married couple (i.e. the Company would review information and documents about both the natural person and his or her spouse, and both married persons would be required to provide any written representations or statements that are required by the Company as part of its verification process).

9. **Power of Attorney.**

9.1 The Purchaser irrevocably constitutes and appoints the Company with full power of substitution as the Purchaser's true and lawful attorney-in-fact and agent, to execute, acknowledge, verify, swear to, deliver, record, and file, in the Purchaser's name or his/her assignee's name, place, and stead, all instruments, documents, and certificates that may from time to time be required by the laws of the United States of America, the State of Florida, and any other state in which the Company conducts or plans to conduct business, or any political subdivision or agency of the government, to effectuate, implement, and continue the valid existence of the Company, including, without limitation, the power of attorney and authority to execute, verify, swear to, acknowledge, deliver, record and file the following:

- (a) The Offering Documents (including amendments) that the Company deems appropriate to form, qualify, or continue the Company as a limited liability company in the State of Florida and all other jurisdictions in which the Company conducts or plans to conduct business;
- (b) All instruments that the Company deems appropriate to reflect any amendment to the Articles of Organization or Operating Agreement, or modification of the Company, made in accordance with the terms of the Certificate or Operating Agreement;
- (c) A fictitious business name certificate and such other certificates and instruments as may be necessary under the fictitious or assumed name statute from time to time in effect in the State of Florida and all other jurisdictions in which the Company conducts or plans to conduct business;

(d) All instruments relating to the admission of any additional Members or other shareholders, owners or creditors, whether secured or unsecured; and,

(e) All conveyances and other instruments that the Company deems appropriate to reflect the dissolution and termination of the Company pursuant to the terms of the Certificate and the Operating Agreement.

10. Agreement to Refrain from Resale. The Purchaser shall not to pledge, hypothecate, sell, transfer, assign or otherwise dispose of any Membership Interests nor receive any consideration for Membership Interests from any person, unless and until prior to any such action:

10.1 A registration statement on a form appropriate for the purpose under the Act with respect to the Membership Interests proposed to be so disposed of shall be then effective and such disposition shall have been appropriately qualified in accordance with applicable securities laws; or,

10.2 All of the following shall have occurred: (i) the Purchaser shall have furnished the Company with a detailed explanation of the proposed disposition, (ii) the Purchaser shall have furnished the Company with an opinion of the Purchaser's counsel in form and substance satisfactory to the Company to the effect that such disposition will not require registration of such Membership Interests under the Act or qualification of such Membership Interests under any other securities law, and (iii) counsel for the Company shall have concurred in such opinion and the Company shall have advised the Purchaser in writing of such concurrence;

10.3 The Company is not required to give effect to any transfer or attempted transfer of Membership Interests until the conditions of this Section are satisfied.

11. Company's Representations, Warranties, and Covenants.

11.1 The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida. The Company has all necessary corporate power to own, lease, use, and operate its properties and to carry on its business as presently proposed to be conducted. The Company shall duly qualify to do business as a foreign corporation and is in good standing in each jurisdiction in which its ownership or leasing of assets, or the conduct of its business, makes such qualification necessary.

11.2 The Company has the corporate power to execute, deliver, and perform its obligations under this Subscription Agreement. The Company has duly authorized the execution and delivery of this Subscription Agreement and the issuance and delivery of the Membership Interests and, upon acceptance of Purchaser's subscription by delivery of a duly executed copy of this Subscription Agreement to Purchaser from the Company or its Manager, this Subscription Agreement will constitute a valid and binding obligation of the Company, enforceable in accordance with its terms, except as enforcement may be limited by insolvency and similar laws affecting the enforcement of creditors' rights generally and the effect of rules of law governing equitable remedies. The Membership Interests, when issued against payment in full for such interests and in accordance with the provisions of this Subscription Agreement, will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except as enforcement may be limited by insolvency and similar laws affecting the enforcement of creditors' rights generally and the effect of rules of law governing equitable remedies.

12. Miscellaneous.

12.1 *Choice of Laws.* This Subscription Agreement will be governed by and construed in accordance with the laws of the state of Florida, without giving effect to its choice of laws rules.

12.2 *Entire Agreement.* This Subscription Agreement, the Operating Agreement, and any side letters or similar agreements between the Member and the Manager, constitutes the full, complete, and final agreement of the Members between the Members and the Manager (as the Initial Member of the Company) and supersedes all prior written or oral agreements between the Members with respect to the Company. Notwithstanding the foregoing or any provisions in the Operating Agreement, the Manager on its own behalf or on behalf of the Company, without the approval of any Members or any other person, may enter into a side letter or similar agreement to or with a Member which has the effect of establishing rights under, or altering or supplementing the terms of, this Subscription Agreement or of any Operating Agreement. The Member and the Manager agree that any terms contained in a side letter or similar agreement to or with a Member shall govern with respect to such Member notwithstanding the provisions of this Subscription Agreement or any provisions in the Operating Agreement.

12.3 *Binding Arbitration.* Any dispute, claim or controversy arising out of, relating to, in connection with or under this Subscription Agreement, or the breach or threatened breach of the same, will be resolved through confidential binding arbitration under the then prevailing rules of the American Arbitration Association in the Lee County, State of Florida (or as close as possible, in the event that such venue is not available for the arbitration), and any party making a claim in whatever form submits to jurisdiction and venue in that forum for any and all purposes. The decision of the arbitrator shall be final and judgment on any award may be entered in any court having jurisdiction thereof. This Section 10.3 shall not preclude either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

12.4 *Termination of Agreement:* If this subscription is rejected by the Company, then this Subscription Agreement shall be null and void and of no further force and effect and no party shall have any rights against any other party under this Agreement and the Company shall promptly return the funds delivered with this Subscription Agreement.

12.5 *Taxes.* The discussion of the federal income tax considerations arising from investment in the Company, as set forth in the Memorandum, is general in nature and the federal income tax considerations to the Purchaser of the Membership Interests will depend on individual circumstances. The Memorandum does not discuss state income tax considerations, which may apply to all or substantially all Purchasers. There can be no assurance that the Internal Revenue Code or the Regulations under the Code will not be amended in a manner adverse to the interests of the Purchaser or the Company.

12.6 *Duly Authorized.* If the Purchaser is a corporation, partnership, trust, or other entity, the individual(s) signing in its name is (are) duly authorized to execute and deliver this Subscription Agreement on behalf of such entity, and the purchase of the Membership Interests by such entity will not violate any law or agreement by which it is bound.

12.7 *Membership Interests are Restricted Securities.* The Purchaser understands that the Membership Interests will be "restricted securities" as defined by Rule 144 under the Act and,

accordingly, that the Membership Interests must be held indefinitely unless they are subsequently registered under the Act and any other applicable securities law or exemptions from such registration is available. The Purchaser understands that the Company is under no obligation to register Membership Interests under the Act, to qualify Membership Interests under any federal or state securities law, or to comply with Regulation A or any other exemption under the Act or any other law.

12.8 *Membership Interests Contain Restrictive Legend.* Any documents or certificates issued to evidence ownership of the Membership Interests will bear restrictive legends notifying prospective purchasers of the transfer restrictions set forth above, and the Company will not permit transfer of any Membership Interests on the books of the Company in violation of such restrictions.

12.9 *Successors.* The representations, warranties, and covenants contained in this Subscription Agreement shall be binding on the Purchaser's successors, assigns, heirs, and legal representatives and shall inure to the benefit of the respective successors and assigns of the Company and its directors and officers. If the Purchaser is more than one person, the obligations of all of them shall be joint and several, and the representations and warranties contained herein shall be deemed to be made by, and to be binding upon, each such person and his heirs, executors, administrators, successors, and assigns.

12.10 *Electronic Signature.* This Subscription Agreement may be executed and delivered in counterparts by electronic signature with the same effect as if the parties executing the counterparts had all executed one counterpart. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Each party consents and agrees that its electronic signature meets the requirements of an original signature as if actually signed by such party in writing. Further, each party agrees that no certification authority or other third-party verification is necessary to the enforceability of its signature. No Party may raise the use of an electronic signature as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section.

12.11 *Indemnification.* The Purchaser shall indemnify and defend the Company and its directors and officers from and against any and all liability, damage, cost, or expense (including attorneys' fees) arising out of or in connection with:

- (a) Any inaccuracy in, or breach of, any of the Purchaser's declarations, representations, warranties, or covenants set forth in this Subscription Agreement, the Offering Documents, or any other document or writing delivered to the Company;
- (b) Any disposition by the Purchaser of any Membership Interests in violation of the Offering Documents, or any applicable law; or
- (c) Any action, suit, proceeding or arbitration, whether threatened, pending or actual, alleging any of the foregoing.

EXHIBIT A:

INVESTOR QUESTIONNAIRE

The Purpose of this Investor Questionnaire is to assure the Company, and to provide sufficient information and documentation for the Company to verify, that each Potential Investor meets the Investor Suitability Standards set forth in Section __ of the Subscription Agreement. The Investor Suitability Standards contained in this Subscription Agreement align with the required investor suitability standards as set forth in Rule 501(a) of the Act. If any Potential Investor has not previously supplied or made such information available to the Company in writing, or if there has been a material change in the information since the respective Potential Investor last submitted such information, then this Investor Questionnaire must be accurately completed.

If the answer to any question is “none” or “not applicable,” then the Potential Investor must state so. All answers and information provided to the Company through this Investor Questionnaire shall remain confidential by the Company and its Manager. However, by signing this Investor Questionnaire, the Potential Investor agrees that the Company and/or its Manager may make this Investor Questionnaire available to governmental regulatory agencies (except for the Internal Revenue Service) if required by law or required to establish the availability of the exemption provided by rule 506(c) of the Act.

NOTE: Provided that this Offering is being made under Rule 506(c) of the Act, the Company must take additional steps to reasonably verify the Purchaser’s Accredited Investor status under Rule 501(a) of the Act. The Company may use the “safe harbor” verification methods provided by the Act in Rule 506(c)(2)(ii), or it may use principal-based verification methods, including requiring the Purchaser to provide additional representations and warranties in writing prior to the Purchaser’s acceptance as a Member of the Company. This questionnaire is used by the Company to assist in its Accredited Investor determination analysis; however, the Company and the Managers reserve the right to request additional documentation from the Purchaser, and the Purchaser shall promptly deliver such requested documentation to the Company.

Please print or type your responses:

1. **Membership Interests.** Please indicate the number and class of Units the Purchaser offers to purchase. The Purchaser may purchase exclusively Class A, exclusively Class B, or any combination of the two classes. Please refer to Section __ of the Memorandum for information related to splitting Membership Interests between Class A and Class B Units.

- 1.1 Class A Units (Mezzanine Debt Units):

- (a) Purchaser offers to purchase ____ units of Class A Units.
- (b) Company offers to sell Class A Units at a price of \$ __. __ per unit.
- (c) The Purchaser agrees to pay a total of \$ _____ for ____ Class A Units.

- 1.2 Class B Units (Equity Units):

- (a) Purchaser offers to purchase ____ units of Class B Units.
- (b) Company offers to sell Class B Units at a price of \$ __. __ per unit.
- (c) The Purchaser agrees to pay a total of \$ _____ for ____ Class B Units.

- 1.3 Purchaser’s Purchase price totals \$ _____. (1.1(c) plus 1.2(c)).

2. **Form of Ownership.** Please indicate the form in which Purchaser will hold title to the Membership Interests. Please consider this election carefully. Once the subscription is accepted, a change in the form of title constitutes a transfer of the Membership Interests and will therefore be restricted by the terms of this Subscription Agreement, the Operating Agreement, the Memorandum, and the Act. The Company and its Manager advises that the Purchaser seek the advice of an attorney in deciding in which of the forms to take ownership of the Membership Interests as different forms of ownership can have substantially varying gift tax, estate tax, income tax, and other consequences and considerations.

Please initial *ONE* of the following:

- 2.1 ___ INDIVIDUAL OWNERSHIP (one signature required).
- 2.2 ___ COMMUNITY PROPERTY (one signature required if Membership Interests held in one name, i.e., managing spouse; two signatures required if Membership Interests held in both names).
- 2.3 ___ JOINT TENANTS WITH RIGHT TO SURVIVORSHIP (not as tenants in common)(both or all parties must sign).
- 2.4 ___ TENANTS IN COMMON (both or all parties must sign).
- 2.5 ___ GENERAL PARTNERSHIP (fill out all documents in the name of the partnership by a partner authorized to sign).
- 2.6 ___ LIMITED PARTNERSHIP (fill out all documents in the name of the limited partnership by a general partner authorized to sign, and include a copy of the Certificate of Limited Partnership – LP1).
- 2.7 ___ LIMITED LIABILITY COMPANY (fill out all documents in the name of the limited liability company by the manager authorized to sign, and include a copy of the formation entity document).
- 2.8 ___ CORPORATION (fill out all documents in the name of the corporation, by the President and Secretary, and include a certified corporate resolution authorizing the signature).
- 2.9 ___ TRUST (fill out all documents in the name of the trust, by the trustee, and include a copy of the instrument creating the trust and any other documents necessary to show that the investment by the trustee is authorized). The date of the trust must appear on the notarial where indicated.
- 2.10 ___ IRA or KEOGH plan (fill out all documents in the name of the IRA or Keogh plan, by the beneficiary). The documents must also be executed by the custodian of the plan.

3. Purchaser Information.

Please print in the space below the EXACT name the Purchaser desires on the account and the address for any correspondence and notices.

Exact Name(s)

Street Address

City, State, and Zip Code

E-mail address

Phone number

3.1 Additional Individual Purchaser(s):

Name of Additional Purchaser: _____

Social Security No.: _____ - _____ - _____

Name of Co-Purchaser: _____

Social Security No.: _____ - _____ - _____

Name of Co-Purchaser: _____

Social Security No.: _____ - _____ - _____

3.2 Corporate Purchaser:

Name of Corporation: _____

State and date of incorporation: _____

Partnership or other business entity Purchaser: _____

Name of Partnership or other business entity: _____

State and date of organization: _____

3.3 For corporation, business trust, investment company, partnership or other business entity:

Fiscal year end: _____

Principal place of business: _____

Phone number of business: _____

What is the entity's net worth, on a consolidated basis, according to its most recent audited financial statement? _____

3.4 Company Pension or Profit Sharing Plan Purchaser:

Exact Name of the Plan: _____

Name(s) of the Trustee(s): _____

Trustee's State Residency: _____

State and date of organization: _____

Describe and set forth the value of the assets of the Plan or Trust: _____

Please identify the person(s) with investment control over the Plan or Trust assets and that person's state of residence.

Please identify the person(s) responsible for the ministerial duties of administering the Plan or Trust (the Trustee) and that person's state of residence.

4. **Accredited Investor Status.** Sections 6.1 and 6.2 of this Subscription Agreement provides the criteria used to determine the Purchaser's Accredited Investor Status. Accordingly, the Purchaser represents that it qualifies as an Accredited Investor under Section __ *[Please insert the Section that indicates the Purchaser's Accredited Investor status. Ex. Section 5.2(a)]*
5. **Bad Actor Criteria.** Under rule 506(c) of the Act, the Company is prohibited from selling securities if the Company or any of its officers, directors, Affiliates, or key investors answer "yes" to any of the questions on Table E1-4 below. As of the date that the Offering Documents are mutually executed by the Parties, the Company nor its officers, directors, Affiliates, nor known key investors would be required to affirmatively answer any of the questions below. However, any Purchasers intending to purchase 20% or more of any class or interest must answer the questions contained in Table E1-4.

ONLY ANSWER THE FOLLOWING QUESTIONS IF THE PURCHASER IS ACQUIRING 20% OR MORE OF ANY CLASS OF INTERESTS, OR IF THE PURCHASER IS PARTICIPATING AS A MEMBER OF THE MANAGEMENT TEAM OR ARE PROMOTING THE OFFERING. THIS TABLE MUST BE ANSWERED PERSONALLY BY THE INDIVIDUAL(S) WHO ARE MAKING INVESTMENT DECISIONS ON THEIR OWN BEHALF OR ON THE BEHALF OF AN ENTITY THAT THEY REPRESENT. DO NOT SIGN THIS FORM ON BEHALF OF THE REPRESENTED ENTITY AS IT PERTAINS TO THE INDIVIDUAL PERSONALLY.

Table E1-4

<p>Has the Purchaser been convicted, within the past ten (10) years, of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the United States Security and Exchange Commission ("SEC"), or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment advisor, or a paid solicitor or purchasers of securities?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>Is the Purchaser subject to any order, judgment, or decree of any court, entered within the past five (5) years that, as of the date the Purchaser has executed the Offering Documents, that restrains or enjoins the Purchaser from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the United States Security and Exchange Commission ("SEC"), or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment advisor, or a paid solicitor or purchasers of securities?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>Is the Purchaser subject to a final order of a state securities commission (or agency or officer of a state performing similar functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or agency or officer of a state performing similar functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that: (A) as of today's date, bars the Purchaser from (i) association with an entity regulated by such commission, authority, agency, or officer, (ii) engaging in business of securities, insurance, or banking, or (iii) engaging in savings association or credit union activities; or (B) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten (10) years before such sale?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>Is the Purchaser subject to an order of the SEC entered pursuant to Section 15(b) or 15(c) of the Securities Exchange Act of 1934 or Section 203(e)-(f) of the Investment Advisers Act of 1940 that, as of today's date: (i) suspends or revokes the Purchaser's registration as a broker, dealer, municipal securities dealer, or investment advisor; (ii) places limitations on the Purchaser's activities, functions, or operations, or (iii) bars the Purchaser from being associated with any entity or from participating in the offering of any penny stock?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>Is the Purchaser subject to any order of the SEC entered within five (5) years of today's date that, as of today, orders the Purchaser to cease and desist from committing or causing a violation or future violations of: (i) any scienter-based anti-fraud provision of the federal securities laws, including, without limitation, Section 17(a)(1) of the Securities Act of 1933, Section 10(b) of the Securities Exchange Act of 1934, and Rule 10b-5, Section 15(c)(1) of the Securities Exchange Act of 1934, and Section 206(1) of the Investment Advisers Act of 1940, or any other rule or regulation thereunder, or (B) Section 5 of the Securities Act of 1933.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>

Is the Purchaser suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constitution conduct inconsistent with just and equitable trade principals?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the Purchaser filed (as a registrant or issuer), or were or were named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years before today's date, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, as of today, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the Purchaser subject to a United States Postal Service false representation order entered within five (5) years before today, or are, as of today, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

In the event that any of the above questions are answered in the affirmative, the Company will require a further review of the rules to determine whether the exact nature of the event requires disclosure or is deemed a disqualification with respect to Rule 506(c) offerings.

I, _____ (Name of Purchaser or Individual representing the Purchaser) declare under the penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

Signature: _____

Date: _____

COMMUNITY PROPERTY WAIVER

ONLY COMPLETE THIS SECTION IF YOU ARE MARRIED AND ACQUIRING INTERESTS AS YOUR SOLE AND SEPARATE PROPERTY. IF SO, YOU MUST HAVE YOUR SPOUSE COMPLETE THIS COMMUNITY PROPERTY WAIVER AND ATTACHE THE NOTARY ACKNOWLEDGEMENT FORM AND RETURN IT TO THE MANAGER. Note: this waiver only applies to Community Property States including Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin, and Puerto Rico.

WAIVER OF COMMUNITY PROPERTY BY SPOUSE

Member Name: _____

(a) _____ (Spouse's name) agrees that all property of any nature or in any place, including but not limited to, the earnings and income resulting from the personal services, skill, effort, and work belonging to. Acquired by, or coming to _____ (Member Name) during the marriage; but only relating to any such earnings and income related to and derived from B2R Investments 1 LLC; shall be the separate property of the Member, and shall be subject to his/her disposition as separate property, in the same manner as if no marriage had been entered into.

(b) _____ (Spouse's name) acknowledges that, except for this agreement, the earnings and income resulting from personal services of _____ (Member's name) during the marriage (only relating to such earnings and income related to and derived from B2R Investments 1 LLC) would otherwise be community property in which _____ (Spouse's name) would have a one-half interest, but that by this Agreement, those earnings and income are made the separate property of _____ (Member's name).

(c) _____ (Spouse's name) waives and releases any and all equitable or legal claims and rights, actual, inchoate, or contingent that he or she may acquire in the separate property of the other by reason of their marriage (only relating to such earnings and income related to and derived from B2R Investments 1 LLC), including, but not limited to: (1) the right to a family allowance; (2) the right to a probate homestead; (3) the right to claims of dower, curtesy, or any statutory substitutes provided by the laws of the State in which either party or the parties die, are domiciled, or, in which they own real property; (4) the right of election to take against the will of the other; (5) the right to a distributive share in the estate of the other should he or she die interstate; (6) the right to declare a homestead in the separate property of the other; and (7) the right to act as estate administrator of the other, with respect only to the separate property associated with this subscription.

Date: _____

Signature of the Spouse: _____

NOTARY ACKNOWLEDGEMENT

ONLY COMPLETE IF SPOUSE IS PROVIDING A COMMUNITY PROPERTY WAIVER

State of _____

County of _____

On _____, before me, _____, a Notary Public in and for the State and County indicated above, personally appeared _____, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed on the attached instrument entitled "COMMUNITY PROPERTY WAIVER BY SPOUSE" dated _____ and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Signature

[Seal]

ACCEPTANCE OF SUBSCRIPTION; RECIEPT AND ACKNOWLEDGMENT

Instructions to Manager: Return a copy of this completed page to the Member.

Instructions to Subscriber: Keep this page as a receipt for your subscription.

Date Agreement Received:	
Name of Subscriber:	
Check/Wire Transfer/Funds Verification Number:	
Investment Amount: \$	Class A Units Acquired:
Suitability Verified By:	Class B Units Acquired:

Acceptance and Acknowledgement of Subscription: _____

Acceptance Date: _____

B2R Investments 1, LLC
A Florida Limited Liability Company

By: Its Manager,
B2R Investments Management LLC
A Florida Limited Liability Company

By: its Member,

By: _____

EACH PURCHASER REPRESENTS THAT IT IS PURCHASING UNITS AND/OR INTERESTS FOR
ITS OWN ACCOUNT AND NOT WITH A VIEW TO SELL IN CONECTION WITH ANY
DISTRIBUTION OF THE SECURITY.