

MOBILEVESTED FUND LLC

a Wyoming limited liability company

SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY

THE MEMBERSHIP INTERESTS OF THE FUND, SUBJECT TO THIS SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY ("**SUBSCRIPTION AGREEMENT**"), ARE SECURITIES WHICH HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("**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 FUND, TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED; OR (B) A MANNER INCONSISTENT WITH THE TERMS OF THE MEMBERSHIP INTERESTS, CERTIFICATE OF FORMATION, OR LIMITED LIABILITY COMPANY OPERATING AGREEMENT, ALL OF WHICH ARE INCORPORATED HEREIN, BY THIS REFERENCE.

1. SUBSCRIPTION.

The undersigned ("**Purchaser**") hereby subscribes to become a holder ("**Member**") of membership interests in MobileVested Fund LLC, a Wyoming limited liability company (the "**Fund**"), and to purchase the membership interests ("**Membership Interests**") in the amount indicated above, all in accordance with the terms and conditions of this Subscription Agreement, the Certificate of Formation ("**Certificate**"), Limited Liability Company Operating Agreement ("**Operating Agreement**") of the Fund, and the Private Placement Memorandum dated September 1, 2022 ("**Memorandum**").

(a) The Purchaser acknowledges and agrees that this subscription cannot be withdrawn, terminated, or revoked. The Purchaser agrees to become a Member and to be bound by all the terms and conditions of the Operating Agreement. This subscription shall be binding on the heirs, executors, administrators, successors, and assigns of the Purchaser. This subscription is not transferable or assignable by the Purchaser, except as is provided in the Memorandum or Subscription Agreement.

(b) This subscription may be rejected as a whole, or in part, by the Fund, in its sole and absolute discretion. If this subscription is rejected, the Purchaser's funds shall be returned, to the extent of such rejection. This subscription shall be binding on the Fund, only upon its acceptance of the same.

(c) By executing this Subscription Agreement, a Purchaser: (a) makes certain representations and warranties upon which MobileVested LLC, a Texas 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 thereby makes a commitment to contribute capital in accordance with the terms set forth in this Subscription Agreement, the Memorandum, and the Operating Agreement.

(d) Neither the execution nor the acceptance of this Subscription Agreement constitutes the Purchaser as a Member, shareholder, owner, or creditor of the Fund. If accepted by the Manager, the Purchaser's capital contribution will be temporarily deposited into a call account ("**Subscription**").

Account). This Subscription Agreement is only an agreement to purchase the Membership Interests on a when-issued basis; the Purchaser will become a Member only after the Purchaser's funds are duly transferred to the operating bank account of the Fund ("**Operating Account**") and the Membership Interests are issued thereupon to the Purchaser, in conjunction with the provisions of the Operating Agreement (which Purchaser would become a signatory to). Until such time, the Purchaser shall have only those rights as may be set forth in this Subscription Agreement.

(e) The Purchaser's rights and responsibilities will be governed by the terms and conditions of this Subscription Agreement, the Memorandum, the Certificate, and the Operating Agreement. The Fund 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.

(f) If a Purchaser has not been admitted as a Member within Ninety (90) days of signing this Subscription Agreement and depositing funds into the Subscription Account, the Purchaser may send a written notice to the Manager, asking the Manager to either admit Purchaser as a Member or return Purchaser's funds and revoke the Subscription Agreement. Within Thirty (30) business days of receipt of such written request from the Purchaser, the Manager shall, in its sole and absolute discretion, either accept the Purchaser as a Member and transfer the Purchaser's funds to the Fund's operating account, or return the Purchaser's funds to the Purchaser and revoke the Subscription Agreement.

(g) The Purchaser agrees that the subscription for Membership Interests, or portions thereof, will become effective (subject to acceptance of the same by the Fund, in its sole and absolute discretion), following acceptance of the subscription and transfer of the Purchaser's subscription funds into the Operating Account.

2. REPRESENTATIONS AND WARRANTIES BY THE PURCHASER. The Purchaser hereby represents, warrants, and agrees as follows:

(a) Purchaser has received and read the Memorandum and its Exhibits, including the Certificate and the terms and conditions of the Operating Agreement, and Purchaser is thoroughly familiar with the proposed business, operations, properties, and financial condition of the Fund. Purchaser has relied solely upon the Memorandum and independent investigations made by Purchaser or Purchaser's representative, with respect to the investment in Membership Interests. No oral or written representations beyond the Memorandum have been made or relied upon.

(b) Purchaser has read and understands the Certificate and Operating Agreement, and understands how the Fund functions as a corporate entity. By purchasing the Membership Interests and executing this Subscription Agreement, Purchaser hereby agrees to the terms and provisions of the Certificate and the Operating Agreement.

(c) Purchaser understands that the Fund has limited financial and operating history. Purchaser has been furnished with such financial and other information concerning the Fund, 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 Fund.

(d) Purchaser is purchasing Membership Interests for Purchaser's own account (or for a trust, if Purchaser is a trustee) for investment purposes, and not with a view or 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.

(e) 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 Fund.

(f) If a Purchaser has not been admitted as a Member within Ninety (90) days of signing this Subscription Agreement and depositing funds into the Subscription Account, the Purchaser may send a written notice to the Manager asking the Manager to either admit the Purchaser as a Member or return the Purchaser's funds and revoke the Subscription Agreement. Within Ten (10) business days of receipt of such written request from the Purchaser, the Manager shall, in its sole and absolute discretion, either accept the Purchaser as a Member and transfer the Purchaser's funds to the Fund's operating account, or return the Purchaser's funds to the Purchaser and revoke the Subscription Agreement.

(g) Purchaser has been advised that the Membership Interests have not been registered under the Securities Act of 1933, as amended ("Act"), or qualified under any State Securities Laws ("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 Fund, 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.

(h) Purchaser has previously furnished the Fund 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/its financial position and knowledge of financial and business matters is correct, current, and complete.

(i) 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, true, and complete.

3. INVESTOR SUITABILITY STANDARDS. The Fund intends to sell the Membership Interests to an unlimited number of "Accredited Investors". No Membership Interests will be sold to non-accredited investors. To qualify as an Accredited Investor, an investor must meet any of the following:

(a) Any bank as defined in section 3(a)(2) of the Act, or any 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; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any 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; any insurance company as defined in section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; 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); any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered 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 investors;

(b) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(c) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts, or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of Five Million Dollars (\$5,000,000);

(d) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(e) Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent at the time of his or her purchase, exceeds One Million Dollars (\$1,000,000) (excluding the value of such person's primary residence);

(f) 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 has a reasonable expectation of reaching the same income level in the current year;

(g) Any trust, with total assets in excess of Five Million Dollars (\$5,000,000), not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person, as described in § 230.506(B)(b)(2)(ii);

(h) 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;

(i) 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);

(j) A natural person 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);

(k) 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 \$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;

(l) 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);

(m) 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); or

(n) Any entity in which all of the equity owners are accredited investors.

4. AGREEMENT TO REFRAIN FROM RESALE. The Purchaser agrees not to pledge, hypothecate, sell, transfer, assign, or otherwise dispose of any Membership Interests, or receive any consideration for Membership Interests from any person, unless, and until, prior to any such action:

(a) 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

(b) All of the following shall have occurred: (i) the Purchaser shall have furnished the Fund with a detailed explanation of the proposed disposition, (ii) the Purchaser shall have furnished the Fund with an opinion of the Purchaser's counsel, in form and substance satisfactory to the Fund, 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 Fund shall have concurred in such opinion, and the Fund shall have advised the Purchaser in writing, of such concurrence.

5. POWER OF ATTORNEY.

(a) The Purchaser irrevocably constitutes and appoints the Fund with full power of substitution as his/her 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 Wyoming, and any other state in which the Fund 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 Fund, including, without limitation, the power of attorney and authority to execute, verify, swear to, acknowledge, deliver, record, and file the following:

(i) the Membership Interests, the Operating Agreement, the Certificate, and all other instruments (including amendments thereto) that the Fund deems appropriate to form, qualify, or continue the Fund as a limited liability company in the State of Wyoming and all other jurisdictions in which the Fund conducts, or plans to conduct, business;

(ii) all instruments that the Fund deems appropriate to reflect any amendment to the Certificate or Operating Agreement, or modification of the Fund, made in accordance with the terms of the Certificate or Operating Agreement;

(iii) 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 Georgia and all other jurisdictions in which the Fund conducts or plans to conduct business;

(iv) all instruments relating to the admission of any additional Limited Partners or other shareholders, owners, or creditors, whether secured or unsecured; and

(v) all conveyances and other instruments that the Fund deems appropriate to reflect the dissolution and termination of the Fund, pursuant to the terms of the Certificate and the Operating Agreement.

(b) The power of attorney granted is a special power of attorney, and shall be deemed to be coupled with an interest, shall be irrevocable, shall survive the death, dissolution, bankruptcy, or legal disability of the Purchaser, and shall extend to the Purchaser's heirs, successors, and assigns. The Purchaser agrees to be bound by any representations made by the Fund, acting in good faith under such power of attorney, and each Limited Partner waives any and all defenses that may be available to contest, negate, or disaffirm any action of the Fund, taken in good faith under such power of attorney.

6. MISCELLANEOUS.

(a) CHOICE OF LAWS: This Subscription Agreement will be governed by, and construed, in accordance with the internal laws of the State of Wyoming, without giving effect to such state's choice of laws or conflicts of law rules and principles.

(b) ENTIRE AGREEMENT: This 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 and supersedes all prior written or oral agreements between the Members with respect to the Fund. The Manager on its own behalf or on behalf of the Fund, without the approval of any Limited Partners 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 Agreement or of any Operating Agreement. The Member and the Manager agree hereto that any terms contained in a side letter or similar agreement to or with a Member shall govern with respect to such Limited Partner notwithstanding the provisions of this Subscription Agreement or any provisions in the Operating Agreement.

(c) 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 thereof, will be resolved through confidential binding arbitration under the then prevailing rules of JAMs in the State of Georgia, County of Dawsonville, and any party making a claim hereunder in whatever form, hereby 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 thereupon may be entered in any court having jurisdiction thereof. This paragraph 6(c) shall not preclude either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(d) TERMINATION OF AGREEMENT: If this subscription is rejected by the Fund, 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 hereunder, and the Fund shall promptly return the funds delivered with this Subscription Agreement.

(e) TAXES. The discussion of the federal income tax considerations arising from investment in the Fund as set forth in the Memorandum is general in nature, and the federal income tax considerations to the Purchaser of investment in 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 Fund.

(f) 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.

(g) **MEMBERSHIP INTERESTS WILL BE RESTRICTED SECURITIES.** The Purchaser understands that the Membership Interests will be "restricted securities," as that term is defined in 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 Fund 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.

(h) **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 Fund will not permit transfer of any Membership Interests on the books of the Fund, in violation of such restrictions.

(i) **SUCCESSORS.** The representations, warranties, and agreements 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 Fund 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.

(j) **INDEMNIFICATION.** The Purchaser shall indemnify and defend the Fund 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:

(i) Any inaccuracy in, or breach of, any of the Purchaser's declarations, representations, warranties, or covenants set forth in this document or any other document or writing, delivered to the Fund;

(ii) Any disposition by the Purchaser of any Membership Interests, in violation of this Agreement, the Certificate or the Operating Agreement, or any applicable law; or

(iii) Any action, suit, proceeding, or arbitration, whether threatened, pending, or actual, alleging any of the foregoing.

7. FORM OF OWNERSHIP. As stated in the Investor Questionnaire which is incorporated herein.

8. IDENTIFYING INFORMATION. As stated in the Investor Questionnaire which is incorporated herein.

9. SPECIFIC INFORMATION REQUIRED FROM ENTITIES. As stated in the Investor Questionnaire which is incorporated herein.

10. **FURTHER REPRESENTATIONS AND COVENANTS.** As stated in the Investor Questionnaire which is incorporated herein.

11. **SPECIFIC INFORMATION REQUIRED FROM INDIVIDUALS.** As stated in the Investor Questionnaire which is incorporated herein.

12. **INVESTMENT EXPERIENCE OF PURCHASER.** As stated in the Investor Questionnaire which is incorporated herein.

[Signature Page to Subscription Agreement on Following Page]

SIGNATURE PAGE
for MobileVested Fund Subscription Agreement

FOR GOOD AND VALID CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Purchaser, intending to be legally bound, has executed this Subscription Agreement this _____ day of _____, 20_____.

BY PURCHASING MEMBERSHIP INTERESTS AND EXECUTING THIS SUBSCRIPTION AGREEMENT, EACH PURCHASER HEREBY AGREES, UPON ACCEPTANCE BY THE FUND, TO BE LEGALLY BOUND BY THE TERMS OF THE LIMITED LIABILITY COMPANY OPERATING AGREEMENT, THE SUBSCRIPTION AGREEMENT, AND MEMORANDUM.

By: _____

Name:

Title:

Date: _____

ACCEPTANCE: (NOT VALID UNTIL ACCEPTED BY MANAGER)

The Fund has accepted this Subscription Agreement as of this ____day of _____, 20____, by the signature of a duly authorized representative of the Manager of the Fund.

MOBILEVESTED FUND

a Wyoming limited liability company

BY: MobileVested LLC

a Texas limited liability company

Its Manager

By: _____

Name:

Date: _____