

## PRE-FUNDING NOTE FUND, LLC INVESTOR AGREEMENT

The following terms constitute a binding agreement (this “**Agreement**”) between the Investor (“**you**”) and Pre-Funding Note Fund, LLC, a Delaware limited liability company (together with its applicable affiliates, collectively, the “**Fund**,” “**we**,” or “**us**”).

This Agreement will govern all purchases of Notes (as defined below) that you make from the Fund. Please carefully read this Agreement and print and retain a copy of this Agreement for your records. The Notes (as defined below) will be issued pursuant to an Indenture, dated as of March 13, 2020 (as the same may be as amended or supplemented, the “**Indenture**”), duly executed and delivered by the Fund and Delaware Trust Company, a Delaware-chartered trust company, as trustee (the “**Trustee**”), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, duties and immunities thereunder of the Trustee and the rights thereunder of the holders of the Notes. The Notes are subject to, and qualified by, all such terms, and holders are referred to the Indenture for a statement of such terms. As provided in the Indenture, the Notes will be issued in separate series, which different series may be issued in various aggregate principal amounts, mature at different times, bear interest at different rates, be subject to different covenants and events of default, and otherwise vary as provided or permitted in the Indenture.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, you and the Fund agree as follows:

1. **Agreements.** By signing this Agreement electronically, you hereby agree to (a) the terms and conditions of this Agreement; and (b) transact business with us and receive communications relating to the Notes electronically.
2. **Purchase of Notes.** Subject to the terms and conditions of this Agreement, through [www.fundthatflip.com](http://www.fundthatflip.com) (the “**Site**”), operated by Fund That Flip, Inc. (the “**Parent Company**”), the Fund will provide you the opportunity to purchase notes issued by the Fund in series (each a “**Note**,” and collectively, “**Notes**”), generally in minimum denominations of five thousand dollars (\$5,000) and integral multiples of one thousand dollars (\$1,000) in excess thereof.
3. **Investment Commitments.** Any investment commitment you place on a loan request (“**Series Disclosure Supplement**”) is a commitment by you to purchase a Note from the Fund in the principal amount of the commitment you placed on the Series Disclosure Supplement. If the amount available for purchase is less than the amount of your commitment, your commitment will be deemed to be in the amount still available for purchase, subject to the minimum denominator set forth in Section 2. The purchase price for any Notes you purchase through the Site will equal one hundred percent (100%) of the principal amount of such Notes. Once you place an investment commitment with respect to a Series Disclosure Supplement, it is irrevocable by you. The Fund reserves the right to reject your commitment to purchase Notes for any reason or no reason.
4. **Issuance of Notes.** Each time you purchase a Note, such Note will generally be issued within one (1) “**Business Day**” following your signing of the Note, receipt of funds, and verification of your accredited investor status. “**Business Day**” means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which (1) the ACH System is closed or (2) banking institutions and trust companies are authorized or obligated by law or executive order to close in New York, New York or Wilmington, Delaware.

5. Terms of Notes. The Notes shall have the terms and conditions set forth in this Agreement, the applicable Series Disclosure Supplement, and the form of Note, and shall be subject to the terms of the Indenture.

6. Limitation on Transfer. The Notes are not transferrable without the prior written consent of the Fund, which may be granted or withheld in the Fund's reasonable discretion, except pursuant to an exemption from registration under federal and state securities laws, provided Notes may be rehypothecated from time to time in the name of your affiliates.

7. Redemption by the Fund. You understand, acknowledge and agree that the Fund may, in its discretion and at any time, redeem any outstanding Note at any time by paying you, in cash or any other form selected by the Fund in its discretion, an amount equal to the outstanding principal and any accrued but unpaid interest on such Note.

8. Your Representations, Warrantees and Covenants. You hereby represent, warrant, and confirm to the Fund, as of the date of this Agreement and as of any date that you commit to purchase Notes, as follows:

- (a) You are an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "**Securities Act**"). You have the financial ability to bear the full economic risk of any Notes purchased hereunder, have adequate means of providing for your current needs and personal contingencies, have no need for liquidity with respect to any Notes purchased hereunder and would be able to afford a complete loss of any and all Notes purchased hereunder.
- (b) You have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of any Notes purchased hereunder and to make an informed investment decision with respect thereto.
- (c) Neither you, nor your principals, constituents, investors or affiliates, if any, is subject to sanctions regarding any legal requirements relating to terrorism, the financing of terrorism or other illegal activities or money laundering, including Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001 (the "**Executive Order**") and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**PATRIOT Act**").
- (d) Neither you, nor your principals, constituents, investors or affiliates are a "**Prohibited Person**," which is defined as follows: (i) a person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom you are prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the Executive Order and the PATRIOT Act; (iv) a person or entity who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control; or (vi) a person or entity who is affiliated with a person or entity listed above.
- (e) Neither you, nor your principals, constituents, investors or affiliates will (i) conduct any business or engage in any transaction or dealing with any Prohibited Person, including the

making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purposes of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the PATRIOT Act.

- (f) (i) You have full capacity, power and authority to enter into and perform your obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by you; (iii) you have received or been provided online access to the currently applicable form of Note (which you acknowledge and agree may change from time to time for future issuances of series of Notes); (iv) in connection with this Agreement, you have complied in all material respects with applicable federal, state and local laws; and (v) you have made your decisions in connection with your consideration of any loan requests on the Site in compliance with the Equal Credit Opportunity Act, 15 U.S.C. 1601 et seq., and its implementing Regulation B, 12 C.F.R. 202 et seq., as such statute and regulation may be amended from time to time, and any applicable state or local laws, regulations, rules or ordinances concerning credit discrimination.
- (g) In addition, if the person entering this Agreement is a corporation, partnership, limited liability company or other entity (each, an “**institution**”), the institution warrants and represents that: (i) the individual executing this Agreement on behalf of the institution has all necessary power and authority to execute and perform this Agreement on the institution’s behalf; (ii) the execution and performance of this Agreement will not violate any provision in the institution’s charter documents, by-laws, indenture of trust or partnership agreement, or other constituent agreement or instrument governing the institution’s formation or administration; and (iii) the execution and performance of this Agreement will not constitute or result in a breach or default under, or conflict with, any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking to which the institution is a party or by which it is bound.
- (h) You acknowledge and agree that, while the Trustee under the Indenture may hold an interest in Collateral (as defined in the Indenture) for the benefit of the holders of all Notes, you do not have any security interest in, or claim to, any specific collateral.
- (i) You have been furnished with all information which you deem necessary to evaluate the merits and risks of purchasing the Note and have had the opportunity to ask questions concerning the Note and the Fund and all questions posed have been answered to your satisfaction. You acknowledge that investments in real estate are speculative in nature, projected returns may not be realized, and that local, national and international economic, political and geological factors often negatively impact real estate values and cash flow. You acknowledge that the Fund and its affiliates are subject to numerous conflicts of interest, as disclosed in the Memorandum. You acknowledge that you have conducted or will conduct due diligence on the investment in the Notes. You understand and acknowledge that the Fund has not made any warranty, representation or guaranty with the respect to the return of the principal amount of, or interest owed under, any Note purchased and held hereunder.

- (j) You acknowledge that the Trustee shall not be responsible with matters regarding the credit facility issued by the Fund to its affiliate, FTF Lending, LLC, the Revolving Line of Credit Promissory Note entered into by the Fund and FTF Lending, LLC, dated as of March 13, 2020 (the “**Credit Facility**”), and that the Trustee has no duty to ensure that the Collateral (as hereinafter defined) pledged to the Trustee under the Indenture is properly secured. “Collateral” means all rights, title, claims and interests of the Fund in and under the Credit Facility, whether now owned or hereafter arising or acquired and wherever located and all cash and non-cash proceeds and products thereof.
- (k) You understand that the Notes will not be listed on any securities exchange, and that the Notes generally are not transferrable.
- (l) You acknowledge and agree that the purchase and sale of the Notes pursuant to this Agreement is an arms’ length transaction between you and the Fund. In connection with the purchase and sale of the Notes, the Fund is not acting as your agent, advisor or fiduciary. The Fund assumes no advisory or fiduciary responsibility in your favor in connection with the purchase and sale of the Notes. The Fund has not provided you with any legal, accounting, regulatory or tax advice with respect to the Notes. You have had the opportunity to consult and have consulted your own legal, accounting, regulatory, investment and tax advisors to the extent that you have deemed appropriate. You acknowledge that you understand that any anticipated United States federal or state income tax benefits may not be available and, further, may be adversely affected through the adoption of new laws or regulations or amendments to existing laws or regulations. You acknowledge and agree that the Fund is providing no warranty or assurance regarding the ultimate availability of any tax benefits to you by reason on holding the Notes. An investor should consult the tax discussion in the Memorandum regarding the potential tax consequences of purchasing a Note (which does not purport to be a substitute for careful tax planning or constitute tax advice), as well as consult with its own advisers.
- (m) You represent that, as a condition to the ongoing effectiveness of this Agreement and of our obligation to sell or issue to you any Note, no securities law, regulation or rule (including any judicial decision interpreting, applying or addressing the same) of the United States or of any state or territory thereof (the “**Securities Laws**”) shall prohibit (i) the execution and performance by the parties of this Agreement or (ii) the extending, borrowing or lending under, issuing, funding of (including any commitment to fund) or investment in or sale or purchase of (or offer to sell or purchase) the Notes without the registration of such Notes under the Securities Act or comparable laws in effect in any United States state or territory. You agree to comply with the Securities Laws at all times and to take no action that could result in the Fund being deemed in violation of any of the Securities Laws.
- (n) In the event that you elect to purchase any Notes, you agree to fulfill all requirements of the Site, including but not limited to the execution (whether digitally or manually) of an investor agreement, any notes, loan purchase agreements, servicing agreements, representations and warranties, verification of accredited investor status, and fund documents. You acknowledge that all Notes are redeemable by the Fund at any time at a price of the face value of any Note plus any accrued but unpaid interest.
- (o) You agree that you are and at all times while you are a holder of a Note or Notes subject to all rules and regulations of the Site, including the Terms of Use and Privacy Policy of

the Site. You acknowledge that the Parent Company has the right to restrict or rescind your use of the Site (i) at any time prior to your purchase of a Note, or (ii) at any time subsequent to your purchase of any Note in connection with your ability to purchase any Note in the future.

9. Taxes. You and the Fund agree that the Notes are intended to be indebtedness of the Fund for U.S. federal income tax purposes. You agree that you will not take any position inconsistent with such treatment of the Notes for tax, accounting, or other purposes, unless required by applicable law. You acknowledge that you are prepared to bear the risk of loss of your entire purchase price for any Notes you purchase.

**NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY TO THE OTHER REGARDING THE EFFECT THAT THIS AGREEMENT MAY HAVE UPON THE FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY OF THE OTHER.**

10. Indemnification. You hereby indemnify and agree to defend and hold harmless each of the Fund and the Trustee and each of their respective affiliates, directors, officers, employees, agents, independent contractors, consultants, attorneys, advisors, shareholders, members, partners, successors, estates and assignees (each, an “**Indemnified party**”) from and against any loss, suit, claim, proceeding, award, judgment, settlement, cost, liability, damage or expense (including attorneys’, accountants’ and advisors’ fees and expenses and any expenses incurred in investigating or defending any such loss or threatened loss or enforcement of this indemnification obligation), arising out of or in connection with (i) any breach of any material term hereof, including compliance with the Securities Laws pursuant to Section 8, by or on behalf of you, or (ii) any fraud, gross negligence, willful misconduct or unlawful activity by or on behalf of you affecting any Indemnified party; provided that, without limiting the generality of the foregoing, the parties agree that (x) your representations, warranties and covenants set forth in Section 8 shall be deemed material terms hereof.

11. Prohibited Activities. You agree that you shall not (i) record this Agreement or any memorandum thereof, (ii) execute, acknowledge, deliver, file or record any security agreement, financing statement or similar security instrument in any way related to or arising out of the interest(s), right(s) or obligation(s) under this Agreement, with any court, governmental agency or collateral filing agency. Any such recordation, execution, acknowledgment, delivery or filing, shall be null and void and of no force or effect. Except as otherwise set forth in the Indenture with respect to the Collateral, nothing in this Agreement or in the Notes, expressed or implied, shall be construed to constitute, or acknowledge or authorize the creation of, a security interest, lien or collateral under the Uniform Commercial Code or any other law or regulation, as now or hereafter enacted and in effect, in any jurisdiction. You acknowledge and agree that the security interest in the Collateral, to the extent any Collateral exists, is granted to the Trustee under the Indenture and not to you individually and you have no direct rights with respect to the Collateral or any other assets of the Fund. You may exercise any rights you have with respect to the Collateral solely in accordance with the terms of the Indenture.

12. Limitations on Damages.

**To the maximum extent permitted by law, in no event will any party, or any officer, director, employee, agent, independent contractor, consultant, attorney, advisor, successor, estate or assignee thereof, be liable or responsible to the other party, or any officer, director, employee, agent, independent contractor, consultant, attorney, advisor, successor, estate or assignee thereof, for, and each party hereby waives with respect to the other party, any type of incidental, special, punitive, indirect or consequential damages (including lost revenue, turnover or profits, loss of business or business interruption, loss of capital, replacement goods, loss of opportunity, bargain, rights or services or loss of time), even if such party (or its representative) has been advised of the possibility**

**of such damages, whether arising under theory of contract, tort (including negligence), breach of warranty, strict liability, statute or regulation or otherwise. The parties agree that the limitations and exclusions of liability specified herein will survive and apply even if found or alleged to have failed of their essential purpose.**

13. Restrictions on Use. The Parent Company may in its discretion, with or without cause and with or without notice, restrict your access to the Site. Except as provided in this Agreement, (i) you are not authorized or permitted to purchase Notes for someone other than yourself; and (ii) you must be an owner of the deposit account you designate for electronic transfers of funds, with authority to direct that funds be transferred to or from the account. Individuals who are registered investors may also register and participate on the Parent Company platform as borrowers.

14. No Warranties.

**Except for the representations and warranties specifically set forth in this Agreement, no party makes any representations or warranties to the other parties, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.**

15. Consent to Electronic Transactions and Disclosures. Because the Fund operates only on the Internet, the Fund must give you certain disclosures electronically, either via the Site or to the email address that you provide to us, to which such electronic communications we seek your consent. By entering into this Agreement, you consent to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating in any way to your or our rights, obligations or services under this Agreement (each, a “**Disclosure**”). The decision to do business with us electronically is yours. This Section 15 informs you of your rights concerning Disclosures:

- *Electronic Communications.* Any Disclosures will be provided to you electronically either on the Site or via electronic mail to the email address have you provided us. If you require paper copies of such Disclosures, you may write to us at the mailing address provided in Section 16 and a paper copy will be sent to you; provided such requests for paper copies are made reasonably and with reasonable frequency.
- *Scope of Consent.* Your consent to receive Disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such Disclosures relate.
- *Consenting to Do Business Electronically.* Before you decide to do business electronically with us, you should verify whether you have the required hardware and software capabilities described below.
- *Hardware and Software Requirements.* In order to access and retain Disclosures electronically, you must satisfy the following computer hardware and software requirements: access to the Internet; an email account and related software capable of receiving email through the Internet; a web browser which is SSL compliant and supports secure sessions; and hardware capable of running this software.
- *Withdrawing Consent.* You may withdraw your consent to receive Disclosures electronically by contacting us at the email address below. If you have already purchased one or more Notes, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your address provided during registration except as provided otherwise in any agreement between the parties.

- *How to Contact Us Regarding Electronic Disclosures.* You can contact us via the methods provided in Section 16 below.

16. Notices. All notices, requests, demands, required disclosures and other communications from the Fund to you will be transmitted to you only by email to the email address that you have registered on the Site, or will be posted on the Site, and shall be deemed to have been duly given and effective upon transmission or posting, respectively. You shall send all notices or other communications required to be given hereunder to the Fund via email at investorrelations@fundthatflip.com or by mail or overnight delivery service to:

Pre-Funding Note Fund, LLC  
10 East 23<sup>rd</sup> Street, 5<sup>th</sup> Floor  
New York, NY 10010

You will keep us and the Trustee promptly informed of any change in your email address, mailing address and telephone number so that, among other things, you can continue to receive all Disclosures in a timely fashion. If your primary email address changes, you must notify us of the change by sending an email to investorrelations@fundthatflip.com or by calling (646) 895-6090.

17. Governing Law. This Agreement, and all disputes, differences, claims or controversies arising out of this Agreement (whether sounding in contract, tort or otherwise), or the negotiation, validity or performance hereof or the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of New York without regard to any rules or principles of conflict of laws of such State or of any other jurisdiction that would permit or require the application of the laws of any other jurisdiction.

18. Arbitration. Any dispute arising out of or in connection with this Agreement shall be referred to arbitration according to the rules of the American Arbitration Association (“**AAA**”) and administered by the AAA in accordance with its Commercial Arbitration Rules. The decision of the arbitrator will be final and binding on all parties to this Note and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration will be conducted by and at the New York, New York office of the AAA and governed by New York law, without regard to conflict of laws principles thereof. Judgment on the award of the arbitrator may be entered in and enforced by any court of competent jurisdiction.

**You and the Fund agree that each may bring arbitration claims against the other only in our capacity as a single person or entity, and not as a plaintiff or class member in any purported class or representative proceeding.**

19. Jurisdiction and Venue. Except for disputes covered under Section 18, each of the parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive personal jurisdiction of the courts of the State of New York and of the United States of America, in each case, located in the State of New York, City of New York, (the “**NY Courts**”) for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the NY Courts and agrees not to plead or claim in any NY Court that such litigation brought therein has been brought in an inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the NY Courts. Service of process, summons, notice or other document by certified mail to the applicable party’s current address for correspondence shall be effective service of process for any suit, action or other proceeding brought in any such court. Each of the parties hereby irrevocably waives any right which it may have had to bring such

an action in any other court, domestic or foreign, or before any similar domestic or foreign authority and agrees not to claim or plead the same.

20. Waiver of Jury Trial.

**Except for disputes covered under Section 18, each party acknowledges and agrees that any dispute or claim that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each party irrevocably and unconditionally waives, to the maximum extent permitted by law, any right it may have to a trial by jury in respect of any legal action arising out of or relating to, directly or indirectly, this Agreement or the transactions contemplated hereby. Each party to this Agreement certifies and acknowledges that (A) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waive in the event of a legal action, (B) such party has considered the implications of such waiver, (C) such party makes this waiver voluntarily, and (D) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 20.**

21. Interpretation. For purposes of this Agreement or the Notes: the words “include,” “includes” and “including” shall be deemed to be followed by the words “by means of example and without limitation”; the word “or” is not exclusive; the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; the terms “written” and “in writing” shall include e-mail notice; unless the context requires otherwise, references to the singular include the plural and references to the plural include the singular; and this Agreement and the Notes shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted; unless the context otherwise requires, references herein: (x) to articles, sections, schedules and exhibits mean the articles and sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute or other legal provision means such statute or provision as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The titles, headings, captions and section numbers used in this Agreement or the Notes are for convenience of reference only and may not be used or considered by any person or party in construing or interpreting this Agreement and such titles, headings, captions and section numbers shall not be deemed in any way to limit, extend or amplify the scope, extent or intent of this Agreement or the Notes, or any of the provisions of this Agreement or the Notes, respectively. All references to dollar amounts in this Agreement or in any Note shall mean amounts in lawful money of the United States of America. Any ambiguities in this Agreement or the Notes shall not be construed strictly against the drafter of the language concerned, but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of entering into the contract.

22. Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the parties as of the date hereof. If any provision or part of this Agreement will, to any extent, be or become invalid, illegal or unenforceable, the remainder of this Agreement will continue in effect, and every other provision of this Agreement will remain valid and enforceable to the full extent permitted by applicable law. In such event, the invalid or unenforceable provision shall be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the parties as of the date hereof.



**It is expressly understood and agreed that each and every provision of this Agreement, which provides for a limitation of liability, disclaimer of warranties or exclusion of damages, is intended by the parties to be severable and independent of any other provision and to be enforced as such.**

23. Force Majeure; Survival. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, act of government, strikes or labor disputes, any actual or threatened act of terrorism, inability to provide raw materials, power or supplies, or any other similar act or condition beyond the reasonable control of the parties (collectively, a “**Force Majeure**”); provided that the party so affected provides prompt notice of such Force Majeure event and uses its commercially efforts to avoid or remove the causes of nonperformance and continues performance hereunder immediately after such causes are removed. Upon such circumstances arising, the parties agree to discuss in good faith what, if any, modification may be required to the terms of this Agreement, in order to reach a resolution, but shall not be obligated to agree to any specific course of action. In the event that any act of Force Majeure prevents either party from carrying out its obligations under this Agreement for a period of more than thirty (30) days, the party not so affected may terminate this Agreement upon fourteen (14) days’ written notice to the other party, without any liability to either party except for any liability accruing prior to and independently of such termination.

24. Survival; General. The terms of this Agreement shall survive until the later of (i) the maturity of the Notes purchased by you and (ii) the satisfaction of any of your obligations hereunder.

25. Termination. The Fund may, in its discretion, with or without cause, immediately, take one or more of the following actions: (i) terminate this Agreement by giving you notice as provided below; or (ii) terminate or suspend your right to purchase Notes or otherwise participate on the Site immediately and without notice. Any Notes you purchase from the Fund prior to the effective date of any such action by the Fund shall remain in full force and effect in accordance with their terms.

26. Right to Modify Terms. Neither party may change any term or provision of this Agreement without the prior written consent of the other party; provided, however, that you authorize the Fund to correct obvious clerical errors appearing in information you provide to the Fund, without notice to you, although the Fund expressly undertakes no obligation to identify or correct such errors.

27. Assignment. You may not assign, transfer, sublicense or otherwise delegate your rights or responsibilities under this Agreement to any person without the Fund’s prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this section shall be null and void. Any waiver of a breach of any provision of this Agreement will not be a waiver of any subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. The exercise by either party of any remedy hereunder, if any, will be without prejudice to its other remedies under this Agreement or otherwise and all remedies hereunder shall be cumulative and in addition to and not in lieu of or in substitution for any other rights and remedies available at law or in equity or otherwise. The provisions of the Terms of Use and Privacy Policy are hereby incorporated in this Agreement by reference in their entirety. All of the terms, covenants and conditions in this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, estate and assigns; provided that any transfer of any interest herein or in this Agreement, the Indenture or the Notes in violation of any of the provisions hereof shall confer no rights upon any such successor or transferee. You agree to make, execute and deliver to us such other documents, and take such other actions, as we may reasonably request to the extent reasonably necessary or compliant with standard practices of the financial services industry to fulfill the provisions of, and the transactions contemplated by, this Agreement, the Indenture or any Note. Nothing in this Agreement, the Indenture or in the Notes, expressed or implied, shall give to any person, other than the parties, any paying agent, any authenticating agent, any registrar or similar agents or service

providers and their successors any benefit or any legal or equitable right, remedy or claim under this Agreement. This Agreement may be modified, amended or cancelled, and compliance with any of its provisions waived, only by an instrument in writing executed by all the parties in accordance with the provisions of this Agreement. The Fund may assign this Agreement at any time without your permission, unless prohibited by applicable law.

28. Entire Agreement. This Agreement and documents or information incorporated herein by reference, together with the Indenture, the Terms of Use, Privacy Policy and any Notes purchased or held by you, constitutes the sole and entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous negotiations, discussions, agreements, understandings, representations and warranties, both written and oral, between the parties with respect to such subject matter. This Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between the parties. There are no unwritten or oral agreements between the parties.

29. Electronic Signature. This Note may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.hellosign.com) 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.

**This contract contains a binding arbitration provision that affects your legal rights and may be enforced by the parties.**

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of \_\_\_\_\_, 20\_\_.

**Pre-Funding Note Fund, LLC, by  
FTF Fund Management, LLC, its  
managing member, by Fund That  
Flip, Inc., sole member of FTF Fund  
Management, LLC**

By: \_\_\_\_\_  
Matthew Rodak, CEO,  
Fund That Flip, Inc.

**INVESTOR:**

\_\_\_\_\_  
Name: \_\_\_\_\_