

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: _____

Amount Loaned: \$ _____

Number of Agreements: _____

Fifth Austin Funding, LLC. Here, LLC

SUBSCRIPTION DOCUMENTS

November 1, 2015

SUBSCRIPTION INSTRUCTIONS
(please read carefully)

GENERAL INSTRUCTIONS FOR SUBSCRIPTIONS AGREEMENTS

Each subscriber for Agreements with Fifth Austin Funding, LLC, a Colorado Limited liability company (“the **Company**”) must complete and execute the Subscription Documents attached hereto in accordance with the instructions set forth below. The Subscription Documents need to be executed by the Subscriber upon the first investment and upon subsequent investments when Subscribers circumstances have materially changed or when requested by the Company. The completed documents should be sent to Fifth Austin Funding, LLC., PO Box 350817, Westminster, CO 80035.

Payment for the Agreements should be made by check payable to the Company and enclosed with the documents as directed in Section III below.

I. Definitions. The terms herein shall have the same definitions as set forth in in the Confidential Private Placement Memorandum.

II. Documents. These Subscription Documents include:

- Subscription Agreement
- Agreement (related to Installment Contracts itemized in the Exhibit 1 of the Agreement(s) which may be amended to reflect future investments)
- Confidential Prospective Purchaser’s Questionnaire

III. Completion of Documents. Investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. Please make your check payable for the amount set forth in the Agreement(s) to “Fifth Austin Funding, LLC”. Your check should be enclosed with your signed Subscription Documents.

IV. Entity Investors

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS AND LLCs. Provide a complete copy of the partnership agreement or LLC operating agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Subscription Agreement

To: Fifth Austin Funding, LLC.
P O Box 350817
Westminster, CO 80035

Gentlemen:

1. **Definitions.** The terms herein shall have the same definitions as set forth in in the Confidential Private Placement Memorandum.
2. **Offering.** The offering of “**Agreements**” by the Company is being made on an ongoing basis to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the “Act”), specifically Rule 504 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.
3. **Subscription.** The undersigned subscribes to purchase an Agreement(s) from the Company upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum (“**Memorandum**”) dated November 1, 2015 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering.
4. **Documents to be Delivered.** The undersigned is delivering to the Company executed copies of this Subscription Agreement (the “**Subscription Agreement**”), the Agreement(s), the Offeree Questionnaire, and exhibits (collectively the “**Subscription Documents**”). The Subscription Documents should be delivered to Fifth Austin Funding, LLC., at PO Box 350817, Westminster, CO 80035. The undersigned understands and agrees that it will not become a “Holder” of the Agreement(s) and the Company shall not become a “Maker” of the Agreement(s) unless and until the Agreement and the applicable Subscription Documents are executed by the Company.
5. **Making of Loan Amount.** The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, tenders to the Company the “**Investment Funds**” by check made payable to Fifth Austin Funding, LLC, in the amount set forth in the Agreement(s).
6. **Acceptance or Rejection of Subscription.** Upon receipt of the Subscription Documents and the Investment Funds, the Company shall have thirty (30) days to accept the Investment by signing the Agreement(s), and delivering it to the Subscriber. The undersigned does not have the right to withdraw or revoke the Subscription during this period except as provided by certain state laws. If the Company rejects the Agreement(s) tendered by the undersigned or fails to accept and deliver the Agreement(s) to the Subscriber within the above time, the Subscription and the underlying investment shall be deemed rejected. If this Subscription is rejected by the Company, the Investment Funds shall be returned to the undersigned within thirty (30) days after the rejection.
7. **Representations and Warranties.-Company.** The Company represents and warrants as follows:
 - i) The Company is a Limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.
 - (ii) This Subscription Agreement, if an Agreement is accepted by the Company and a signed Agreement is delivered to the Investor within the times set forth above, shall constitute a valid and

binding obligation of the Company enforceable against the Company in accordance with its terms (except as limited by applicable laws. The Company has all of the requisite power and authority, corporate and other, to execute and deliver this Subscription Agreement and the Agreement(s) and to consummate the transactions contemplated hereby. All persons who have executed this Subscription Agreement and the Agreement(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Subscription Agreement and the Agreement(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Articles of Organization or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

8. Representations and Warranties.-Investor. In order to induce the Company to accept the subscription made hereby, the undersigned represents and warrants to the Company as follows:

- (i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and on its own independent investigation in making its subscription. The undersigned understands that the Agreement(s) will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents.
- (ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that its investment involves a high degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."
- (iii) The undersigned accepts and adopts each and every provision of this Subscription Agreement and upon acceptance by the Company of the Subscription, shall be bound by such provisions.
- (iv) The undersigned acknowledges that there is no assurance as to the future performance of the Company.
- (v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.
- (vi) The undersigned has the financial ability to bear the economic risk of an investment in the Agreement(s), has adequate means of providing for its current needs and personal contingencies, has no need for liquidity in the Agreement(s) and could afford a complete loss of its investment in the Agreement(s).
- (vii) It comes within one of the categories of investors as defined in Exhibit 1 (please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity).
- (viii) The undersigned has been given the opportunity to review the merits of an investment in the

Agreement(s) with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

- (ix) The undersigned's overall commitment to invest in the Agreement(s), which are not readily marketable, is not disproportionate to its net worth and its investment in the Agreement(s) will not cause such overall commitment to become excessive.
- (x) The undersigned has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Agreement(s).
- (xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as it desired in order to evaluate an investment in the Agreement(s), and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not purchasing an Agreement(s) as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.
- (xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Subscription Agreement on behalf of such entity has been duly authorized by such entity to do so.
- (xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Subscription Agreement on its behalf represents and warrants that the information contained in this Subscription Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Subscription Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Subscription Agreement.
- (xiv) The purchase of the Agreement(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Subscription Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Subscription Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.
- (xv) The undersigned represents that it is subscribing for the Agreement(s) as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Agreement(s). The undersigned will hold the Agreement(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Agreement(s).
- (xvi) The undersigned acknowledges its understanding that (A) the Offering of the Agreement(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Private Placement Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator

of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Agreement(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Agreement(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

- (xvii) The undersigned represents and warrants that it will not transfer or convey all or part of its financial interest in the Agreement(s) unless such Agreement(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Agreement(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Agreement(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Agreement(s) registered thereon.
- (xviii) The undersigned understands that this Subscription Agreement is subject to the Company's acceptance and may be rejected by the Company as set forth above and in the Memorandum in its sole discretion. The Company reserves the right to withdraw the Offering of Agreement(s) at any time.
- (xix) The undersigned acknowledges that this Subscription Agreement, and the Agreement(s) shall become binding when signed by the Company and delivered to the undersigned within the times set forth above and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Subscription Agreement.
- (xx) All information provided by the undersigned in the subscription Documents is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can enter into Agreement(s) with the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Subscription Agreement that he, sit is a foreign person, he, sit agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.

10. Indemnity. The undersigned shall indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned or in this Subscription Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Subscription Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefor, or sent by certified mail,

return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to Fifth Austin Funding, LLC., LLC, PO Box 350817, Westminster, CO 80035. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

- (i) This Subscription Agreement is not assignable by the undersigned. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.
- (ii) This Subscription Agreement shall be deemed to have been made in the State of Colorado and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Colorado without regard to conflict of laws rules applied in State of Colorado. The parties hereto consent to personal jurisdiction and venue exclusively in the State of Colorado with respect to any action or proceeding brought with respect to this Subscription Agreement.
- (iii) This Subscription Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Subscription Agreement shall be effective unless in writing and signed by both parties to this Subscription Agreement.
- (iv) No waiver of any breach of any terms of this Subscription Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.
- (v) If any provision or portion of this Subscription Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Subscription Agreement.
- (vi) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Subscription Agreement.
- (vii) All warranties and representations herein of the undersigned shall survive the completion of this subscription and shall not merge with the Agreement(s).

IN WITNESS WHEREOF, the undersigned, by its execution hereof, agrees to be bound by this Subscription Agreement.

Executed this _____ day of _____, 2015, at _____ (City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (*circle one*): **[is]** **[is not]** a citizen or resident of the United States.

Print Name of Individual:

Print Name of Spouse if Funds are to be invested in Joint Name or are Community Property:

Print Social Security Number of Individual:

Print Social Security Number of Spouse

Signature of Individual

Signature of Spouse if Funds are to be Invested in Joint Name or are Community Property

Print Address of Residence:

Print Telephone Number:
() _____

The investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned (*circle one*) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated thereunder).

Print Name of Partnership, Corporation, Trust or Entity:

Title of Authorized Representative

Signature of Authorized Representative

Print Jurisdiction of Organization or Incorporation

Print Name of Authorized Representative

Print Federal Tax Identification Number

Print Address of Residence:

Print Telephone Number:
() _____

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this ____ day of _____, 201__.

FIFTH AUSTIN FUNDING, LLC.

By: _____
W C Schlapman, Manager