

**INLAND CAPITAL FUND B LLC
SUBSCRIPTION AGREEMENT**

THIS SUBSCRIPTION AGREEMENT (this “**Agreement**”) is made as of _____, 20____, by and between Inland Capital Fund B LLC, a Washington limited liability company (the “**Company**”), and the subscriber set forth on the signature page hereto (the “**Purchaser**”).

1. Subscription for Units

1.1 Purchase and Sale

On the terms and conditions of this Agreement, the Purchaser hereby (i) subscribes for and agrees to make a Capital Contribution in the amount and for the number and type (Class A, B, C, D or E) of Units (“**Units**”) set forth on the signature page hereto, at a purchase price of \$100,000.00 per Unit and (ii) agrees to become a Member of the Company and a party to the Company’s Limited Liability Company Agreement (the “**LLC Agreement**”) by executing a Joinder Agreement to the LLC Agreement. Capitalized terms used but not otherwise defined in this Agreement shall have the meaning assigned to them in the LLC Agreement.

1.2 Payment

The Purchaser hereby further agrees to pay such Capital Contribution in cash in readily available funds upon execution of this Agreement by the Purchaser and acceptance by the Company.

1.3 Acceptance

The Purchaser’s subscription may be accepted or rejected by the Company, in whole or in part, and this Agreement shall only become binding upon the Company through the Company accepting it by executing this Agreement.

2. Representations and Warranties of Purchaser

The Purchaser hereby represents and warrants to the Company as follows:

2.1 Very High Degree of Risk

THE PURCHASER RECOGNIZES THAT THE INVESTMENT IN THE UNITS IS A SPECULATIVE INVESTMENT INVOLVING A VERY HIGH DEGREE OF RISK. The Purchaser recognizes that there are a number of very substantial risks associated with an investment in the Units, including but not limited to the following:

- (a) The Company has no operating history;

(b) The Company's business plan is highly speculative, and there can be no assurance that the Company will be successful in executing on its business plan, and even if it is, whether the Company will be profitable;

(c) Class A-E Unit Holders will have little or no say in the management of their investment in the Company: the day-to-day operations of the Company will be run by Tenet Capital LLC, the Company's Manager, Common Unit Holders will be entitled to vote on all actions requiring the vote of equityholders, and Class A-E Unit Holders will only vote on the limited number of matters specified in the LLC Agreement or as otherwise required by applicable law, and will have limited information rights about the Company; and

(d) The Purchaser may not realize any return on the investment in the Units and may instead bear a complete loss of the investment in the Units.

2.2 Limited Liability Company Agreement

The Purchaser has received a copy of the LLC Agreement.

2.3 Due Diligence

The Purchaser has been solely responsible for the Purchaser's own independent due diligence investigation of the Company and its business, and the Purchaser's own independent analysis of the merits and risks of the investment in the Units. The Purchaser is not relying on any other person's analysis or investigation of the Company, its business or the merits and risks of the Units other than professional advisors employed solely by the Purchaser to assist the Purchaser, and no other person has acted as an agent or fiduciary for the Purchaser other than any professional advisors employed by the Purchaser to assist the Purchaser.

2.4 Access to Information

The Purchaser has been given access to full and complete information regarding the Company, and has utilized such access to the Purchaser's satisfaction for the purpose of obtaining information about the Company. The Purchaser has either attended or been given reasonable opportunity to attend a meeting with the management, for the purpose of asking questions of, and receiving answers from, the management concerning the terms and conditions of the offering of the Units and to obtain any additional information, to the extent reasonably available, necessary to verify the accuracy of information provided to the Purchaser about the Company. The Purchaser has received all such information and responses to all such questions that the Purchaser feels advisable to make an informed investment decision.

2.5 Sophistication

The Purchaser is a sophisticated investor, is able to fend for himself, herself or itself in an investment in the Units, and has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of an investment in the Units.

2.6 Suitability

The investment in the Units is suitable for the Purchaser based upon the Purchaser's investment objectives and financial needs, and the Purchaser has adequate net worth and means for providing for the Purchaser's current financial needs and contingencies and has no need for liquidity of investment with respect to the Units. The Purchaser's overall commitment to investments that are illiquid or not readily marketable is not disproportionate to the Purchaser's net worth, and the investment in the Units will not cause such overall commitment to become excessive.

2.7 Professional Advice

The Purchaser has obtained, to the extent the Purchaser deems advisable, the Purchaser's own professional advice with respect to (i) the risks inherent in the investment in the Units, (ii) the condition and prospects of the Company, (iii) the suitability of the investment in the Units in light of the Purchaser's financial condition and investment needs, and (iv) the tax consequences of an investment in the Units.

2.8 Ability to Bear Risk

The Purchaser is in a financial position to purchase and hold the Units for an indefinite period of time and is able to bear the economic risk and withstand a complete loss of his, her or its investment in the Units.

2.9 Purchase Entirely for Own Account

The Units will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to distributing all or any part thereof. The Purchaser has no present intention of selling, granting any participation in or otherwise distributing any of the Units in a manner contrary to the Securities Act of 1933, as amended (the "Act"), or any applicable state securities law, and the Purchaser does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person with respect to any of the Units.

2.10 Accredited Investor; No Disqualification Events

(a) The Purchaser understands that the Company is limiting the offering of the Units to "accredited investors" for compliance with federal and state securities laws. The Purchaser is an "accredited investor" as indicated on the Investor Information and Accredited Investor Questionnaire attached hereto as Exhibit A and the information on the Investor Information and Accredited Investor Questionnaire is true and correct.

(b) Neither the Purchaser nor, to the extent it has them, any of the Purchaser's shareholders, members, managers, general or limited partners, directors, affiliates or executive officers (collectively with the Purchaser, the "**Purchaser Covered Persons**"), are subject to any

of the “Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) under the Act (a “**Disqualification Event**”), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Purchaser has exercised reasonable care to determine whether any Purchaser Covered Person is subject to a Disqualification Event. The purchase of the Units by the Purchaser will not subject the Company to any Disqualification Event.

2.11 Restricted Securities

The Purchaser recognizes that the Units have not been registered under the Act or any applicable state securities law, are characterized under such laws as “restricted securities” and, therefore, cannot be sold or transferred unless they are subsequently registered under such laws or an exemption from such registration is available. The Purchaser also recognizes that there is presently no public market for the Units and the Purchaser would most likely not be able to liquidate an investment in the event of an emergency or to pledge the Units as collateral security for loans. The Purchaser’s financial condition is such that it is unlikely that the Purchaser would need to dispose of any of the Units in the foreseeable future. In this connection, the Purchaser represents that the Purchaser is familiar with Rule 144 under the Act, as presently in effect, and understands the resale limitations imposed thereby and by the Act.

2.12 Further Limitations on Disposition

(a) Without limiting the representations set forth above, the Purchaser further agrees not to make any disposition of the Units except in compliance with applicable securities laws and the restrictions and limitations on transfer or disposition provided in the Company’s Limited Liability Company Agreement.

2.13 Legends

(a) It is understood that any document or certificate evidencing the Units may bear one or more appropriate legends, such as the following:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

(b) It is further understood that any such document or certificate also may bear one or more other legends as required under the Company’s Limited Liability Company Agreement.

2.14 Residency

For purposes of the application of state securities laws, the Purchaser represents that the Purchaser is a bona fide resident of, and/or is domiciled in, the state set forth in such Purchaser's residence address on the signature page of this Agreement.

2.15 Tax Identification; Withholding

Under penalties of perjury, the Purchaser certifies that (i) the social security or tax identification number listed on the signature page of this Agreement is the Purchaser's correct social security or tax identification number and (ii) the Purchaser is not subject to back-up withholding, either because the Purchaser has not been notified that the Purchaser is subject to back-up withholding as a result of a failure to report all interest and dividends or because the Purchaser has been notified that the Purchaser is no longer subject to back-up withholding. (If the Purchaser has at any time received notice from the Internal Revenue Service that the Purchaser is subject to back-up withholding and has not subsequently received a notice from the Internal Revenue Service advising the Purchaser of the termination of back-up withholding, strike clause (ii) above of the foregoing representation.)

3. Additional Representations and Warranties by Purchaser if an Organization

If the Purchaser is a corporation, partnership or other association, trust or similar entity, the Purchaser hereby makes the following additional representations and warranties to the Company (if the Purchaser is an individual who is investing through an IRA or an account in a self-directed employee benefit plan (a "**Self-Directed Entity**"), the following representations and warranties apply to the Self-Directed Entity, and, for this purpose, the term "Purchaser" shall be deemed to refer to the Self-Directed Entity):

3.1 Authorization

The Purchaser is authorized and otherwise duly qualified to acquire the Units, and the individual executing this Agreement on behalf of the Purchaser has been duly authorized to do so and to bind the Purchaser by this Agreement.

3.2 Not Formed for Purpose of Investment

The Purchaser was not formed for the purpose of investing in the Company, nor does any holder of an interest in the Purchaser have the right individually to elect whether or not such holder will be allocated economic benefits or losses resulting from the Purchaser's investment in the Company.

4. Reliance by Company and Indemnification by Purchaser

(a) The Purchaser has been advised that the Units are not being registered under the Act or any applicable state securities laws, but are being offered and sold pursuant to exemptions from such laws, and that the Company's reliance upon such exemptions is based on the Purchaser's

representations and warranties contained herein. The Company is relying upon the Purchaser's representations and warranties contained herein for the purpose of qualifying for such exemptions, as well as for other purposes.

(b) The Purchaser shall indemnify, hold harmless and defend the Company, its management and their affiliates, employees, agents and attorneys with respect to any and all loss, damage, expense, claim, action or liability any of them may incur as a result of the breach or untruth of any of the representations and warranties of the Purchaser contained in or made in connection to this Agreement. If the Company discovers any breach or untruth of any such representations and warranties, the Company may, at its option, rescind the sale of any Units to the Purchaser, in addition to any other rights or remedies available to the Company.

5. Miscellaneous

5.1 Survival

The representations and warranties and covenants contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the closing of the purchase of the Units.

5.2 Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the purchase and sale of the Units.

5.3 Governing Law; Successors and Assigns; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to conflicts of laws principles and shall be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the parties. All actions, suits or proceedings related to this Agreement shall be instituted solely in a federal or state court located in Washington, and the parties hereto irrevocably submit to the jurisdiction and venue of such courts and waive any objection, including forum nonconveniens or lack of jurisdiction, arising from such jurisdiction and venue.

5.4 Headings

The headings of the sections of this Agreement are for convenience of reference only and shall not by themselves determine the interpretation of this Agreement.

5.5 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

5.6 Severability

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall affect only such provision and shall not affect any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein.

5.7 Notices

Any notices and other communications in connection with this Agreement shall be given in writing and addressed to the receiving party at the address set forth (i) in the case of the Purchaser, on the Investor Information and Accredited Investor Questionnaire and (ii) in the case of the Company, on the signature page of this Agreement, or at such other address as the receiving party shall designate to the other party by advance notice in writing.

5.8 Counsel

The Purchaser acknowledges that Davis Wright Tremaine LLP, legal counsel for the Company in connection with the preparation of this Agreement (“DWT”), has not represented the Purchaser, that DWT and the Company have recommended that Purchaser obtain independent legal advice regarding this Agreement, and that Purchaser has had an adequate opportunity to seek such legal counsel.

5.9 Additional Information and Actions

The Purchaser agrees to (i) provide the Company with any additional information regarding the Purchaser as the Company may reasonably request in order to assure or demonstrate compliance with applicable securities, tax or other laws or for any other legitimate purpose and (ii) to take any additional action and execute any additional documents as the Company may reasonably request in connection therewith or to carry out or effectuate any of the obligations of the Purchaser or the restrictions on the Units under this Agreement.

NEITHER THE OFFERING OF THE UNITS NOR ANY OFFERING MATERIALS HAVE BEEN REVIEWED BY ANY ADMINISTRATOR UNDER THE ACT, THE WASHINGTON SECURITIES ACT OR ANY OTHER APPLICABLE SECURITIES LAWS.

THE UNITS HAVE NOT BEEN REGISTERED UNDER ANY SUCH LAWS AND THEREFORE CANNOT BE RESOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS THEY ARE REGISTERED UNDER SUCH LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

[Signature Pages Follow]

INDIVIDUAL PURCHASER

PLEASE COMPLETE THIS SIGNATURE PAGE

_____ Date

_____ Name of Purchaser

_____ Signature of Purchaser

_____ Date

_____ Name of Joint Purchaser (if any)

_____ Signature of Joint Purchaser (if any)

Desired Total Investment Amount: \$ _____ (must match table below)

Class Type	Minimum of Total Investment per Class Type	Non-Redemption Term	Units Purchased (#)	Investment Amount (\$)	Initial to Confirm
A	\$1,000,000.00	24 months			
B	\$750,000.00	24 months			
B	\$500,000.00	36 months			
B	\$250,000.00	48 months			
C	\$500,000.00	24 months			
C	\$250,000.00	36 months			
C	\$100,000.00	48 months			
D	\$500,000.00	12 months			
D	\$250,000.00	24 months			
D	\$100,000.00	36 months			
E	\$100,000.00	12 months			
Total*:					

* Total Investment Amount must match total above.

**CORPORATION, PARTNERSHIP, TRUST OR
OTHER NONINDIVIDUAL PURCHASER**

PLEASE COMPLETE THIS SIGNATURE PAGE

If additional signatures are required for proper authorization,
please submit additional copies of this signature page.

Date of Signature

Name of Purchaser

Signature by or on Behalf of Officer,
Partner or Trustee

Name of Officer, Partner or Trustee

Title (if applicable)

Desired Total Investment Amount: \$ _____ (must match table below)

Class Type	Minimum of Total Investment per Class Type	Non-Redemption Term	Units Purchased (#)	Investment Amount (\$)	Initial to Confirm
A	\$1,000,000.00	24 months			
B	\$750,000.00	24 months			
B	\$500,000.00	36 months			
B	\$250,000.00	48 months			
C	\$500,000.00	24 months			
C	\$250,000.00	36 months			
C	\$100,000.00	48 months			
D	\$500,000.00	12 months			
D	\$250,000.00	24 months			
D	\$100,000.00	36 months			
E	\$100,000.00	12 months			
Total:*					

* Total Investment Amount must match total above.

ACCEPTANCE BY COMPANY

The Company hereby accepts this Agreement and agrees that the Purchaser shall be admitted as a Member of the Company effective as of the appropriate date.

Inland Capital Fund B LLC

Tenet Capital LLC,
Its Manager

By: _____

Name:

Title: Authorized representative

Address: 2607 S Southeast Blvd, Ste A100
Spokane, WA 99223

Accepted Total Investment Amount: \$ _____ (must match table below)

Class Type	Minimum of Total Investment per Class Type	Non-Redemption Term	Units Purchased (#)	Investment Amount (\$)	Initial to Confirm
A	\$1,000,000.00	24 months			
B	\$750,000.00	24 months			
B	\$500,000.00	36 months			
B	\$250,000.00	48 months			
C	\$500,000.00	24 months			
C	\$250,000.00	36 months			
C	\$100,000.00	48 months			
D	\$500,000.00	12 months			
D	\$250,000.00	24 months			
D	\$100,000.00	36 months			
E	\$100,000.00	12 months			
Total:*					

* Total Investment Amount must match total above.

FORM OF JOINDER AGREEMENT

This Joinder Agreement (this “**Joinder**”) to the Limited Liability Company Agreement of Inland Capital Fund B LLC, a Washington limited liability company (the “**Company**”), dated as of November 5, 2019, as amended or restated from time to time (the “**Agreement**”), by and among the Members thereto, is made and entered into as of _____, 20__ by and between the Company and _____ (“**Holder**”). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, on the date hereof, Holder has acquired Units in the Company from the Company/_____, and the Agreement and the Company require that Holder, as a holder of such Units, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. Agreement to be Bound. Holder hereby (i) acknowledges that Holder has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, Holder shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

2. Member Schedule. For purposes of the Member Schedule, the physical address and email address of Holder and the number and class of Units of the Company acquired by Holder are set forth on the signature page of this Joinder.

3. Spousal Declaration. If Holder is married on the date of this Agreement, Holder’s spouse shall execute and deliver to the Company a consent of spouse in the form of Exhibit D to the Agreement (“**Spousal Declaration**”), effective on the date hereof. Notwithstanding the execution and delivery thereof, such consent shall not be deemed to confer or convey to the spouse any rights in Holder’s Units that do not otherwise exist by operation of law or the agreement of the parties. If Holder should marry or remarry subsequent to the date of this Agreement, Holder shall within thirty (30) days thereafter obtain his/her new spouse’s acknowledgement of and consent to the existence and binding effect of all restrictions contained in the Agreement by causing such spouse to execute and deliver a Spousal Declaration acknowledging the restrictions and obligations contained in the Agreement and agreeing and consenting to the same. If Holder is not married on the date of this Agreement, Holder shall execute and deliver to the Company the Spousal Declaration to that effect.

4. Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of Washington, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

5. Counterparts. This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Any signature delivered by a party by electronic delivery, including via DocuSign, shall be deemed to be an original signature hereto.

6. Descriptive Headings. The descriptive headings of this Joinder are inserted for convenience only and do not constitute a part of this Joinder.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Joinder Agreement to the Limited Liability Company Agreement of Inland Capital Fund B LLC as of the date set forth in the introductory paragraph hereof.

INLAND CAPITAL FUND B LLC

By: Tenet Capital, LLC,
Its Manager

By: /s/ _____
Name:
Title: Authorized representative

HOLDER

By: _____
Name: _____
Title: _____

Address: _____

Email Address: _____

Class Type	Minimum of Total Investment per Class Type	Non-Redemption Term	Units Purchased (#)	Investment Amount (\$)	Initial to Confirm
A	\$1,000,000.00	24 months			
B	\$750,000.00	24 months			
B	\$500,000.00	36 months			
B	\$250,000.00	48 months			
C	\$500,000.00	24 months			
C	\$250,000.00	36 months			
C	\$100,000.00	48 months			
D	\$500,000.00	12 months			
D	\$250,000.00	24 months			
D	\$100,000.00	36 months			
E	\$100,000.00	12 months			
Total:*					

EXHIBIT A

**Investor Information and
Accredited Investor Questionnaire**

[Please Print or Type]

Name of Purchaser (Print):	Capital Contribution: \$
Name of Joint Purchaser (if any) (Print):	
Signature (and title, if applicable) of Purchaser:	Signature (and title, if applicable) of Joint Purchaser (if any):
Social Security or Tax Identification Number of Purchaser:	Social Security or Tax Identification of Joint Purchaser (if any):
Mailing Address:	Residence Address (if other than Mailing Address):
Telephone Number (including Area Code):	Email Address:

The undersigned Purchaser (“**Purchaser**”) represents and warrants to Inland Capital Fund B LLC (the “**Company**”) that the Purchaser is an “accredited investor” (as defined in Regulation D under the Securities Act of 1933) pursuant to one or more of the following categories (initial applicable categories) and that the Company is entitled to rely on the information provided by Purchaser herein in connection with any offering of securities in which the Company may be involved.

- _____ a. A director, executive officer or general partner of the Company or a director, executive officer or general partner of a general partner of the Company.

- _____ b. A natural person whose individual net worth or joint net worth with spouse at the time of purchase exceeds \$1,000,000. For purposes of this Questionnaire, “net worth” means the excess of assets at fair market value over total liabilities, excluding my net equity (or the net equity of me and my spouse if calculating net worth on a joint basis) in my primary residence. For purposes of this Questionnaire, the term “net equity” means the fair market value of the property less the amount

of debt secured by the property, up to the estimated fair market value of the property.

- _____ c. A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same level of income in the current year.
- _____ d. A corporation, partnership, tax-exempt organization (under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended) or Massachusetts or similar business trust which (i) has not formed for the specific purpose of acquiring the Units and (ii) has total assets in excess of \$5,000,000.
- _____ e. An individual retirement account that is self-directed with investment decisions made solely by persons that are accredited investors.
- _____ f. An entity in which all of the equity owners are accredited investors.

Signature: _____

Name: _____

Title (if any): _____