**THE FUND INTERESTS HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY U.S. STATE OR NON-U.S. JURISDICTION, AND ARE BEING OFFERED AS A PRIVATE OFFERING ONLY TO CERTAIN QUALIFIED INVESTORS PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY SECTION 4(2) OF THE SECURITIES ACT AND/OR REGULATION D PROMULGATED THEREUNDER. THE FUND INTERESTS MAY NOT BE RESOLD OR TRANSFERRED EXCEPT AS PERMITTED BY THE SECURITIES ACT AND ANY APPLICABLE U.S. STATE OR NON-U.S. SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. IN ADDITION, RESALES OR TRANSFERS OF FUND INTERESTS WILL BE SIGNIFICANTLY RESTRICTED BY THE OPERATING AGREEMENT OF THE FUND.**

DREAMFUNDED SERIES FUND, LLC

SUBSCRIPTION AGREEMENT AND QUESTIONNAIRE

|  |  |
| --- | --- |
| **Target Company:** | Lyft, Inc. |

Purchase price between $20 and $35.00 per share.

The subscriber named on the signature page to this Subscription Agreement and Questionnaire (the "***Subscriber***") hereby applies to become a Member of a Series of Dream Funded Series Fund, LLC, a Delaware series limited liability company (the "***Company***"), on the terms and conditions set forth in this Subscription Agreement and Questionnaire and the Operating Agreement of the Company, as the same may be amended and/or restated from time to time (the "***Main Operating Agreement***") and the Operating Agreement for the Series named "Series 1 LLC" (the "***Fund***"), as the same may be amended and/or restated from time to time (the "***Fund Operating Agreement***"), for the purpose of investing the amount listed on the signature page as the "Subscription" in such Fund that will invest in the Target Company. Upon acceptance of the Subscriber's subscription by the Managing Member, the Subscriber agrees to be bound by all of the terms and provisions of the Main Operating Agreement and the Fund Operating Agreement. Capitalized terms used but not otherwise defined in this Subscription Agreement and Questionnaire have the respective meanings given to such terms in the Fund Operating Agreement. This Subscription Agreement and Questionnaire contains two parts depending on the type of subscriber. Prospective investors should complete the applicable part.

Part I: To be completed by all prospective investors who are individuals, including revocable grantor trusts or individual retirement accounts.

Part II: To be completed by all prospective investors that are corporations, limited liability companies, partnerships, irrevocable trusts and other entities.

1. ***Subscription for Fund Interest***. The Subscriber hereby irrevocably subscribes for a limited liability company series interest (the "***Fund Interest***") in the Fund on the terms and conditions set forth in this Subscription Agreement and Questionnaire for the purpose of investing in the Target Company. Unless the subscription is rejected by the Managing Member, the Subscriber (a) understands that the Subscriber is not entitled to cancel, terminate or revoke this subscription or any agreements of the Subscriber hereunder and (b) hereby irrevocably commits to make a Capital Contribution in respect of the Fund Interest, on the terms and subject to the conditions described herein and in the Fund Operating Agreement, in an amount equal to the lesser of the aggregate amount set forth on the signature page hereto or the amount accepted by the Managing Member (such amount, the Subscriber's "***Capital Commitment***"). Capital Contributions shall be made in accordance with the payment instructions set forth on the signature page hereto. Such subscription, when and if accepted by the Managing Member, will constitute a Capital Contribution by the Subscriber to the Fund, in accordance with the Fund Operating Agreement.
2. ***Acceptance of Subscription; Early Termination of Offering***. The Subscriber acknowledges and agrees that the Managing Member has the right, in its sole discretion, to accept or reject this subscription in whole or in part or to terminate the offering of the Series Interest (the "***Offering***"), in each case at any time, for any reason or no reason, and without liability (except for the return of any funds previously delivered by the Subscriber without interest). If the Subscriber's subscription is accepted, the Managing Member will notify the Subscriber. If the Subscriber's subscription is rejected, or if the Offering is terminated, the Subscriber shall not have any claim of any kind or nature whatsoever against the Fund or the Managing Member, or any of their respective shareholders, partners, members, managers, directors, officers, employees or agents, including any claim to any interest in the Fund with respect to the Fund Interest, other than for the return of any funds (without interest) previously delivered by the Subscriber with respect to the Fund Interest. The Subscriber shall have the right to revoke its subscription by providing written notice of its election to revoke to the Managing Member if the Managing Member has not accepted the Subscriber's subscription, in whole or in part, on or prior to the 180th day following the date that the Subscriber subscribes for its interest, as indicated by the date on the Subscriber's executed signature page.
3. ***Representations and Warranties***. To induce the Managing Member to accept this Subscription Agreement and Questionnaire on behalf of the Fund, the Subscriber hereby represents, warrants and covenants to the Managing Member, the Company and the Fund as follows:
   1. The Subscriber is acquiring the Fund Interest for its own account solely for investment purposes and not for the account of others or with a view to the distribution or resale of such Fund Interest or any interests therein.
   2. The Subscriber acknowledges that: (i) the offering and sale of the Fund Interest has not been and will not be registered under the Securities Act of 1933, as amended (the "***Securities Act***"), or the securities laws of any U.S. state or non-U.S. jurisdiction, and that the offering and sale of the Fund Interest is being made in reliance upon federal and state exemptions for transactions not involving a public offering; (ii) the Fund Interest may not be resold or transferred except as permitted by the Securities Act and any applicable U.S. state or non-U.S. securities laws, pursuant to registration or exemption therefrom; (iii) resales or transfers of the Fund Interest will be significantly restricted by the Fund Operating Agreement; and (iv) there will be no public market for the Fund Interest and there is no obligation on the part of any person or entity to register the Fund Interest under the Securities Act or the laws of any U.S. state or non-U.S. jurisdiction.
   3. The Subscriber acknowledges that neither the Company nor the Fund will be registered as an investment company under the Investment Company Act of 1940, as amended (the "***Investment Company Act***"), by virtue of the exemption provided under Section 3(c)(1) and/or 3(c)(7) thereof. Therefore, the Subscriber understands that Members will not be afforded the protective measures provided by the Investment Company Act. The Subscriber understands that neither the Managing Member nor any of its affiliates will be registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "***Investment Advisers Act***"). Therefore, the Subscriber understands that Members will not be afforded the protective measures provided by the Investment Advisers Act.
   4. If the Subscriber is a natural person or if beneficial ownership of the Subscriber is held by an individual through a revocable grantor trust or an individual retirement account, the Subscriber or the Subscriber's beneficial owner is at least 21 years of age and has the legal right, power and capacity to execute, deliver and perform the Subscriber's obligations under this Subscription Agreement and Questionnaire and the Fund Operating Agreement. If the Subscriber is a corporation, limited liability company, partnership, irrevocable trust or other entity, the Subscriber is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, organization or formation and the execution, delivery and performance by it of this Subscription Agreement and Questionnaire and the Fund Operating Agreement are within its powers, have been duly authorized by all necessary corporate or other action on its behalf and require no other action on its behalf. The execution, delivery and performance of this Subscription Agreement and Questionnaire and the Fund Operating Agreement by the Subscriber, whether or not as a natural person, requires no action by or in respect of, or filing with, any governmental body, agency or official (except as disclosed in writing to the Managing Member). The signature on the signature page of this Subscription Agreement and Questionnaire and the Fund Operating Agreement is genuine, and the signatory has legal competence and capacity and has been duly authorized to execute the same.
   5. The execution and delivery of this Subscription Agreement and Questionnaire and the Fund Operating Agreement by the Subscriber, the consummation of the transactions contemplated hereby and the performance of the Subscriber's obligations under this Subscription Agreement and Questionnaire and the Fund Operating Agreement will not conflict with, or result in any violation of or default under, any provision of any charter, bylaws, operating agreement, partnership agreement or other governing instrument applicable to the Subscriber, or any agreement or other instrument to which the Subscriber is a party or by which the Subscriber or any of its properties are bound, or any United States or non-United States permit, franchise, judgment, injunction, decree, statute, order, rule or regulation applicable to the Subscriber or the Subscriber's business or properties.
   6. The Subscriber has received and carefully read and understands the Fund Operating Agreement and this Subscription Agreement and Questionnaire. If the Subscriber is an individual, the Subscriber has carefully read the privacy policy attached hereto as Annex A. The Subscriber has been furnished all other materials relating to the Fund and the Offering, if any, which have been requested. Furthermore, the Subscriber has been afforded an opportunity to ask questions of, and receive answers from, the Managing Member in connection with the Offering and the Fund Interest. The Subscriber hereby agrees not to distribute or reproduce this Subscription Agreement and Questionnaire or the Fund Operating Agreement, including any exhibits or schedules thereto, without the prior written consent of the Managing Member. The Subscriber further agrees that, if (i) the Subscriber's subscription is rejected by the Managing Member or (ii) the Offering is terminated before the subscription of the Subscriber is accepted, the Subscriber will promptly return to the Managing Member this Subscription Agreement and Questionnaire and the Fund Operating Agreement and any other documents given to the Subscriber in connection with the Offering.
   7. The Subscriber confirms that the Fund Interest was not offered to the Subscriber by any means of general solicitation or general advertising. The Subscriber has not attended any seminar or other public promotional meeting with respect to the Offering. The Subscriber, either directly or indirectly through its beneficial owners, has a pre-existing business relationship with the Managing Member or one or more of its Affiliates.
   8. The Subscriber has obtained, in the judgment of the Subscriber, sufficient information to evaluate the merits and risks of an investment in the Fund. The Subscriber has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks associated with such investment and to make an informed investment decision with respect thereto. The Subscriber has not relied and will not rely upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Fund or the Managing Member or any of their respective Affiliates, or any director, officer, employee, agent or Affiliate thereof, other than the Main Operating Agreement, the Fund Operating Agreement, this Subscription Agreement and Questionnaire and any side letter addressed to the Subscriber from the Managing Member.
   9. The Subscriber acknowledges that no assurances have been given to the Subscriber with respect to the performance of the Fund or its investments.
   10. The Subscriber understands that neither the U.S. Securities and Exchange Commission nor any other federal, state or non-U.S. agency has recommended, approved or endorsed the purchase of the Fund Interest as an investment or passed on the accuracy or adequacy of the information set forth in any documents used in connection with the Offering. The Subscriber has relied on its own examination of the Fund Interest and the terms of the Offering and any investment in a Fund, including the merits and risks involved, and has reviewed the merits and risks of the purchase of the Fund Interest with tax, legal and investment counsel to the extent deemed advisable by the Subscriber.
   11. The Subscriber understands that the purchase of the Fund Interest represents a highly speculative investment, which involves a high degree of risk of loss. Due to the privately held nature of the Fund, and the restrictions on any sale or transfer of the Fund Interest described above, the Subscriber cannot expect to be able to liquidate any investment in the Fund in the case of an emergency, or perhaps at all. In addition, the Subscriber understands that there are other important risk factors included in the Memorandum, which the Subscriber has reviewed and accepted in connection with the investment hereunder. The Subscriber has adequate means to provide for the Subscriber's current cash needs and possible contingencies, and its financial condition is such that it can afford to bear all risks associated with the purchase of the Fund Interest. The Subscriber has the financial capacity to hold the Fund Interest for an indefinite period of time, and can afford to suffer the complete loss thereof.
   12. The Subscriber first learned of the Fund in the country and state or province listed as the principal place of business or legal residence of the Subscriber set forth on the Subscriber's signature page hereto. If the location is within the United States, the Subscriber intends that, in addition to U.S. federal securities laws, the state securities laws of the state listed as the principal place of business or legal residence of that Subscriber alone, to the extent applicable, shall govern this transaction.
   13. The Subscriber has neither acquired nor will it transfer or assign the Fund Interest (or any portion thereof or interest therein) or cause the Fund Interest (or any portion thereof or interest therein) to be marketed on or through an "established securities market" or a "secondary market or a substantial equivalent thereof" within the meaning of Section 7704(b) of the Internal Revenue Code of 1986, as amended (the "***Code***") and the Treasury Regulations promulgated thereunder, including, without limitation, an over-the-counter market or an interdealer quotation system that regularly disseminates firm buy or sell quotations. Furthermore, the Subscriber agrees that if it determines to transfer or assign all or any portion of the Fund Interest pursuant to the provisions of the Fund Operating Agreement and in accordance with applicable securities laws, it will cause its proposed transferee to agree to the transfer restrictions set forth herein and to make the representations set forth above. If the Subscriber's representations in this Subscription Agreement and Questionnaire fail to be true, correct or complete at any time, the Subscriber agrees to notify immediately the Managing Member (and in any event within 10 days) and shall promptly thereafter deliver to the Managing Member any information regarding the Subscriber and its Beneficial Owners reasonably requested by counsel to the Fund.
   14. The Subscriber is not a participant-directed defined contribution plan (such as a 401(k) plan), or a partnership or other investment vehicle (i) in which its partners or participants have or will have any discretion as to their level of investment in the Subscriber or in investments made by the Subscriber or (ii) that is otherwise an entity managed to facilitate the individual decisions of its beneficial owners to invest in the Fund.
   15. The Subscriber is not a registered investment company under the Investment Company Act, is not required to register as an investment company under the Investment Company Act and is not a business development company as defined in the Investment Advisers Act.
   16. If the Subscriber is a private investment company or a non-U.S. investment company exempt from registration under the Investment Company Act pursuant to Section 3(c)(1), 3(c)(7) or 7(d) thereunder, the aggregate amount of all of Subscriber's Fund Interests constitute less than 40% of each of the Subscriber's total assets and committed capital.
   17. If the Subscriber is a partnership, a limited liability company treated as a partnership for federal income tax purposes, a grantor trust (within the meaning of §§ 671-679 of the Code) or an S corporation (within the meaning of Code Section 1361) (each a "***flow-through entity***"), the Subscriber represents and warrants either that: (i) no person will own, directly or indirectly through one or more flow-through entities, an interest in the Subscriber where more than 70% of the value of the person's interest in the Subscriber is attributable to the Subscriber's investment in the Fund; or (ii) if one or more persons will own, directly or indirectly through one or more flow-through entities, an interest in the Subscriber where more than 70% of the value of the person's interest in the Subscriber is attributable to the Subscriber's investment in the Fund, neither the Subscriber nor any such person has or had any intent or purpose to cause such person or persons to invest in the Fund indirectly through the Subscriber in order to enable the Fund to qualify for the 100-partner safe harbor under Treas. Reg. § 1.7704-1(h).
   18. If the Subscriber is (i) an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***") or (ii) an individual retirement account as described in Section 408(a) of the Code ("***IRA***"), governmental benefit plan or "benefit plan investor" as defined in Section 3(42) of ERISA and U.S. Department of Labor Regulations (*i.e.*, any employee pension benefit plan or employee welfare benefit plan, an individual retirement account, an individual retirement annuity, an Archer MSA or a Coverdell education savings account) or any entities where underlying assets include "plan assets" by reason of a plan's investment in the entities, (A) the acquisition of the Fund Interest has been duly authorized in accordance with the relevant governing documents and such acquisition and the subsequent holding of the Fund Interest do not and will not constitute a "prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Code that is not subject to an exemption therefrom contained in ERISA, or in the rules and regulations adopted by the U.S. Department of Labor thereunder, or in an individual or class exemption therefrom and (B) (1) the decision to invest in the Fund was made by a fiduciary (within the meaning of Section 3(21) of ERISA and the regulations thereunder, or as defined under other applicable laws) (a "***Fiduciary***") of the plan which is unrelated to the Managing Member or any of its employees, representatives or affiliates and which is duly authorized to make such an investment decision on behalf of the plan (the "***Plan Fiduciary***"), (2) the Plan Fiduciary has taken into consideration its fiduciary duties under ERISA or other applicable law, including the diversification requirements of Section 404(a)(1)(C) of ERISA (if applicable), in authorizing the plan's investment in the Fund, and has concluded that such investment is prudent, (3) the plan's subscription to invest in the Fund and the purchase of each Fund Interest contemplated thereby is in accordance with the terms of the plan's governing instruments and complies with all applicable requirements of ERISA, the Code and all other applicable laws, and (4) the Plan Fiduciary acknowledges and agrees that neither the Managing Member nor any of its employees, representatives or affiliates will be a fiduciary with respect to the plan as a result of the plan's investment in the Fund pursuant to the provisions of ERISA or any other applicable laws, or otherwise, and the Plan Fiduciary has not relied on, and is not relying on, the investment advice of any such person with respect to the plan's investment in Fund.
   19. Neither the Subscriber, nor any person having a direct or indirect beneficial interest in the Fund Interest, appears on the Specially Designated Nationals and Blocked Person List of the Office of Foreign Assets Control in the United States Department of the Treasury. The Subscriber does not know or have any reason to suspect that (i) monies used to fund the Subscriber's investment in the Fund Interest have been or will be derived from or related to any illegal activities or (ii) the proceeds from the Subscriber's investment in the Fund Interest will be used to finance any illegal activities. The Subscriber is in compliance with all applicable anti-money laundering laws, regulations, rules and government guidance, including if applicable to the Subscriber the reporting, recordkeeping and compliance requirements of the Bank Secrecy Act, as amended by the USA PATRIOT Act of 2001, as amended, and its implementing regulations and related Securities and Exchange Commission and self-regulatory organization rules and regulations (the "***Patriot Act***").
   20. The information that the Subscriber has provided to the Managing Member and the Fund, including the information contained in this Subscription Agreement and Questionnaire, and the information in all tax certificates delivered to the Fund (collectively, the "***Subscriber's Information***"), is true, complete and correct.
4. ***Reliance on Representations and Warranties***. The Subscriber understands the meaning of the representations and warranties contained in this Subscription Agreement and Questionnaire and understands and acknowledges that the Fund and the Managing Member are relying upon the representations and warranties contained in this Subscription Agreement and Questionnaire in determining whether the Fund is eligible for exemption from the registration requirements contained in the Securities Act and in the Investment Company Act, whether the Company or the Fund is a "publicly traded partnership" and in determining whether to accept the subscription tendered hereby. The Subscriber agrees to notify immediately the Managing Member of any changes to the Subscriber's Information.
5. ***Indemnification***. The Subscriber hereby agrees to: (a) indemnify and hold harmless the Company, the Fund, the Managing Member, and their respective members, managers, directors, officers, employees or agents (each an "***Indemnified Party***") from and against any and all losses, damages, expenses, liabilities or reasonable attorneys' fees (including attorneys' fees and expenses incurred in a securities or other action in which no judgment in favor of the Subscriber is rendered) due to or arising out of a breach of any representation or warranty of the Subscriber contained in this Subscription Agreement and Questionnaire, the Fund Operating Agreement or any other document provided by the Subscriber in connection with the Subscriber's investment in the Company and any Fund; and (b) periodically reimburse each Indemnified Party for its legal and other expenses (including the cost of any investigation and preparation) incurred in connection therewith.
6. ***Power of Attorney***.
   1. In connection with the Subscriber's subscription for the Fund Interest, the Subscriber hereby irrevocably appoints the Managing Member or one or more of its representatives as the Subscriber's attorney-in-fact, granting unto such attorney-in-fact full power of substitution and authority in the Subscriber's name, place and stead, to make, execute, acknowledge, deliver, swear to, file and record in all necessary or appropriate places: (i) the Fund Operating Agreement, and all instruments that the Managing Member deems appropriate to reflect an amendment or modification of the terms of the Fund Operating Agreement made in accordance with the terms thereof and (ii) all other documents, certificates or instruments that the Managing Member deems appropriate to admit the Subscriber to the Fund as a Member of the Fund.
   2. The power of attorney granted under this Section 6 (the "***Power of Attorney***") is coupled with an interest, is irrevocable, and shall survive the death, dissolution, incompetence or incapacity of the Subscriber or an assignment by the Subscriber of the Fund Interest except that where the assignee thereof has been admitted to the Fund as a substitute Member, this Power of Attorney shall survive such assignment for the sole purpose of enabling the Managing Member to execute, acknowledge and file any certificate, instrument or document necessary or appropriate to effect such substitution.
   3. The Subscriber hereby agrees to be bound by all of the representations of the attorney-in-fact and waives any and all defenses that may be available to the Subscriber to contest, negate or disaffirm the actions of the attorney-in-fact or its successors under this Power of Attorney, and hereby ratifies and confirms all acts that said attorney-in-fact may take as attorney-in-fact hereunder in all respects, as though performed by the Subscriber. The Subscriber acknowledges that under the terms of the Fund Operating Agreement, each Member grants a further power of attorney to the Managing Member as provided for therein.
7. ***Additional Information, Documents, Tax Forms, Certificates***. The Subscriber agrees that promptly (and in any event within 10 calendar days) after receipt of a request from the Managing Member, the Subscriber shall provide such additional information and deliver such additional documents as shall be reasonably necessary to comply with any federal, state, local or non-U.S. securities, tax or anti-money laundering laws, rules or regulations to which the Fund is subject. Without limiting the generality of the foregoing, the Subscriber hereby agrees to deliver to the Managing Member, promptly (and in any event within two business days), any applicable U.S. or other withholding tax forms and/or certificates requested by the Managing Member.
8. ***Survival***. In the event that this subscription is accepted, the Subscriber agrees that the representations, warranties, agreements and Power of Attorney set forth in this Subscription Agreement and Questionnaire shall survive such acceptance.
9. ***No Assignment***. The Subscriber agrees not to transfer or assign any rights or obligations under this Subscription Agreement and Questionnaire to any other person or entity, and that any such attempted transfer or assignment shall be void.
10. ***Binding Effect; Beneficiaries***. This Subscription Agreement and Questionnaire and the representations and warranties contained herein shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators and other successors, and no other persons or entities. If there is more than one signatory hereto, the obligations, representations, warranties, and agreements of the Subscriber are made jointly and severally.
11. ***Governing Law***. This Subscription Agreement and Questionnaire shall be construed in accordance with the laws of the State of Delaware and, to the maximum extent possible, in such manner as to comply with all the terms and conditions of the Act.
12. ***Consent to Jurisdiction***. THE SUBSCRIBER HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE STATE OF DELAWARE IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT AND QUESTIONNAIRE OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, PROVIDED THAT A MEMBER THAT IS A GOVERNMENTAL ENTITY AND THAT IS PROHIBITED FROM SUBMITTING TO THE JURISDICTION OF THE DELAWARE COURTS SHALL BE EXCLUDED FROM THE SUBMISSION REQUIREMENT SET FORTH HEREIN. ANY FINAL JUDGMENT AGAINST A MEMBER IN ANY PROCEEDINGS BROUGHT IN THE UNITED STATES SHALL BE CONCLUSIVE AND BINDING UPON SUCH MEMBER AND MAY BE ENFORCED AGAINST SUCH MEMBER IN THE COURTS OF ANY OTHER JURISDICTION. NOTHING IN THIS SECTION 12 LIMITS THE RIGHTS OF THE FUND TO COMMENCE ANY PROCEEDINGS OR TO SERVE PROCESS BY ANOTHER MANNER PERMITTED BY LAW IN ANY OTHER COURT OF COMPETENT JURISDICTION, NOR SHALL THE BRINGING OR CONTINUING OF PROCEEDINGS IN ANY OTHER JURISDICTION, WHETHER CONCURRENTLY OR OTHERWISE, LIMIT SUCH RIGHTS OF THE FUND. EACH MEMBER'S OBLIGATION UNDER THIS SECTION 12 SHALL SURVIVE THE DISSOLUTION, LIQUIDATION AND WINDING UP OF THE FUND.
13. ***Waiver of Trial by Jury***. THE SUBSCRIBER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS SUBSCRIPTION AGREEMENT AND QUESTIONNAIRE.
14. ***Entire Agreement***. This Subscription Agreement and Questionnaire, the Main Operating Agreement and Fund Operating Agreement, any side letter addressed to the Subscriber from the Managing Member and any other agreements or documents referred to herein or therein constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any prior agreement between the parties hereto with respect to the subject matter hereof.
15. ***Severability***. Any term or provision of this Subscription Agreement and Questionnaire that is determined by an arbitrator of competent jurisdiction to be invalid or unenforceable in any jurisdiction shall, solely as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Subscription Agreement and Questionnaire or affecting the validity or enforceability of any of the terms or provisions of this Subscription Agreement and Questionnaire in any other jurisdiction.
16. ***Amendments and Waivers***. This Subscription Agreement and Questionnaire may be amended and the observance of any provision hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Subscriber and the Managing Member.
17. ***Counterparts***. This Subscription Agreement and Questionnaire may be executed in counterparts with the same effect as if the parties executing the counterparts had all executed one counterpart. This Subscription Agreement and Questionnaire, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such contract, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such contract shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

*[Remainder of page intentionally left blank.]*

DREAMFUNDED SERIES FUND, LLC   
FUND SUBSCRIPTION AGREEMENT AND QUESTIONNAIRE/FUND OPERATING AGREEMENT SIGNATURE PAGES  
Fill Out Completely

**The next signature page constitutes the signature page for the Subscription Agreement and Questionnaire and the Fund Operating Agreement. Execution of such signature page constitutes execution of, and the undersigned hereby authorizes such signature page to be attached to a counterpart of, each of these documents.**

|  |
| --- |
| IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement and Questionnaire |
| and the Fund Operating Agreement as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_, 2016. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SUBSCRIPTION AMOUNT:** | | |  |  |
|  | | |  |  |
| **STATE OF PRINCIPAL PLACE OF BUSINESS OR OFFICE/RESIDENCE:** | | |  |  |
|  |  |  | | |

PAYMENT INSTRUCTIONS FOR CAPITAL CONTRIBUTION:

IF BY WIRE TRANSFER, TO THE FOLLOWING custodial accounts or an escrow account:

Bank: Bank of America, N.A.

Routing Number: 026009593

Account Number: 655-03507

**OPERATING AGREEMENT**

**MEMBER SIGNATURE PAGE**

The undersigned Member hereby executes the Operating Agreement of the Series, dated as of the Effective Date, and hereby authorizes this signature page to be attached to a counterpart of such document executed by the Managing Member of the Series.

|  |
| --- |
| (Print Name of Member)  Dated:\_\_\_\_\_\_\_\_\_\_  (Signature of Member or Authorized Signatory)  **If Member is acting through an Authorized Signatory, Member must complete the fields below.**    (Name of Authorized Signatory)    (Title of Authorized Signatory) |

MANAGING MEMBER'S ACCEPTANCE PAGE

**FOR FUND USE ONLY:**

**ACCEPTANCE**

|  |  |  |  |
| --- | --- | --- | --- |
| Pursuant to the Subscription Agreement and Questionnaire and the Fund Operating Agreement the subscription of the Subscriber named below is hereby accepted in the amount of | | | |
| $ | |  |  |
| in connection with the Fund Interest for Target Company and the Subscriber is hereby admitted as a Member as of | | | |
|  | , 2016. | | |

DREAM FUNDED SERIES FUND, LLC

Fund: Series 1 LLC

|  |  |  |
| --- | --- | --- |
| By: |  |  |

Manny Fernandez, Managing Member