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FAX #: 1 (714) 464 - 4347

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NOTE PURCHASE BOOKLET

TUESDAY, MARCH 15, 2022

THE OFFERING AND SALE OF SECURED PROMISSORY NOTES
(COLLECTIVELY, "NOTES" AND EACH A "NOTE") ISSUED BY

**PROPERTY PROS CAPITAL, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY**

(THE "COMPANY"), IS MADE ONLY BY MEANS OF THE COMPANY'S
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM.

NOTE PURCHASE BOOKLET
FOR SECURED PROMISSORY NOTES
ISSUED BY PROPERTY PROS CAPITAL, LLC
AN ARIZONA LIMITED LIABILITY COMPANY

THE FOLLOWING PAGES CONTAIN INSTRUCTIONS, TO SERVE AS A
GUIDE TO CORRECTLY COMPLETE THE CORRESPONDING DOCUMENTS
IN ORDER TO AVOID PROCESSING DELAYS, FOLLOW THE
INSTRUCTIONS CLOSELY. INCOMPLETE NOTE PURCHASE BOOKLETS
WILL BE RETURNED TO INVESTORS FOR COMPLETION. INVESTORS
ARE ENCOURAGED TO SEEK INDEPENDENT LEGAL, INVESTMENT AND
TAX ADVICE REGARDING THEIR INDIVIDUAL CIRCUMSTANCES AND
FINANCIAL OBJECTIVES IN DETERMINING WHETHER TO PURCHASE A
NOTE ISSUED BY THE COMPANY.

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NOTE PURCHASE BOOKLET

INVESTOR INSTRUCTIONS

TUESDAY, MARCH 15, 2022

IN ORDER TO PURCHASE SECURED PROMISSORY NOTES ISSUED BY PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, PLEASE COMPLETE THE FOLLOWING:

1. INVESTOR INFORMATION:

PRINT OR TYPE THE NAME OF THE PROSPECTIVE INVESTOR, CONTACT PERSON, TELEPHONE NUMBER, FAX NUMBER, AND STATE OR NATION OF DOMICILE, TOTAL COMMITMENT OF PRINCIPAL (I.E., THE TOTAL INVESTMENT AMOUNT APPLIED FOR IN U.S. DOLLARS) AND ANY OTHER APPLICABLE INFORMATION REQUESTED ON THE COVER PAGE TO THE NOTE PURCHASE AGREEMENT.

2. STATUS OF INVESTOR:

PLEASE COMPLETE AND SIGN THE INVESTOR QUESTIONNAIRE ATTACHED HERETO AS EXHIBIT A.

3. W-9 AND ACH:

PLEASE COMPLETE, DATE AND SIGN THE FORM W-9 ATTACHED HERETO AS EXHIBIT B. IN ORDER TO HAVE INTEREST PAID VIA DIRECT DEPOSIT, PLEASE COMPLETE THE ATTACHED ACH AUTHORIZATION FORM.

4. INTER-CREDITOR AGREEMENT:

PLEASE COMPLETE AND SIGN THE INTER-CREDITOR AGREEMENT ATTACHED HERETO AS EXHIBIT D.

5. FILE RETENTION:

WE RECOMMEND RETAINING COPIES OF YOUR COMPLETED DOCUMENTS FOR YOUR PERSONAL RECORDS.

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NOTE PURCHASE BOOKLET

FUNDING INSTRUCTIONS

TUESDAY, MARCH 15, 2022

6. FUNDING BY CHECK

ANY CHECKS (INCLUDING MONEY ORDERS AND CASHIERS CHECKS) WILL BE EFFECTIVE (ACCUMULATING INTEREST) ON THE DATE FUNDS CLEAR. CHECKS MUST BE MADE PAYABLE TO: "PROPERTY PROS" MEMO: "INVESTMENT CAPITAL"

7. EXAMPLE OF CHECK:

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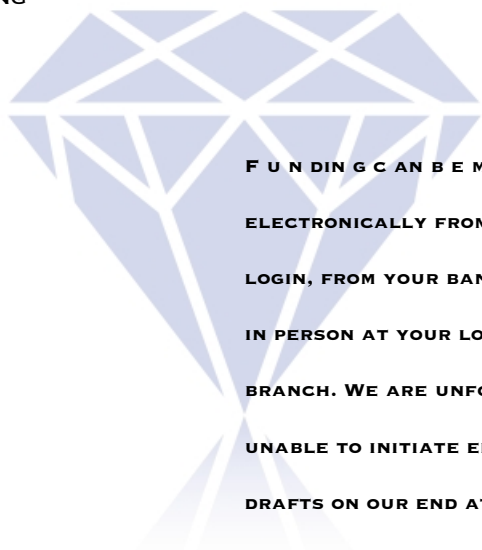
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NOTE PURCHASE BOOKLET

FUNDING INSTRUCTIONS

THURSDAY, MARCH 10, 2022

8. ELECTRONIC FUNDING



FUNDING CAN BE MADE

ELECTRONICALLY FROM YOUR MOBILE

LOGIN, FROM YOUR BANK WEBSITE, OR

IN PERSON AT YOUR LOCAL BANK

BRANCH. WE ARE UNFORTUNATELY

UNABLE TO INITIATE ELECTRONIC

DRAFTS ON OUR END AT THIS TIME.

WE CAN ACCEPT ANY OF THE

FOLLOWING FORMS OF ELECTRONIC

FUNDING: BANK TO BANK TRANSFERS,

ACH, WIRE TRANSFER, PAYPAL, AND

WE CAN ALSO REQUEST AND ACCEPT

FUNDING WITH DOCUSIGN.

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NOTE PURCHASE BOOKLET
BENEFICIARY DESIGNATION
TUESDAY, MARCH 15, 2022



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NOTE PURCHASE AGREEMENT
INVESTMENT DIRECTIVE FORM
TUESDAY, MARCH 15, 2022



PROPERTY PROS CAPITAL, LLC



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NOTE PURCHASE AGREEMENT
TUESDAY, MARCH 15, 2022

NOTE PURCHASE AGREEMENT FOR SECURED PROMISSORY NOTES
ISSUED BY:

PROPERTY PROS CAPITAL, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY

INVESTOR NAME: fugiat dolor Duis
DATE OF BIRTH: laboris exercitation dolor enim
HOME ADDRESS: est
EMAIL ADDRESS: ipsum labore
PHONE NUMBER: in
SOCIAL SECURITY: laboris elit incididunt commodo pariatur
FUNDS COMMITTED: 378109

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE
COMMISSION NOR ANY STATE REGULATORY AUTHORITY HAS
APPROVED OR DISAPPROVED THIS NOTE PURCHASE AGREEMENT OR
THE NOTES PROVIDED FOR HEREIN. ANY REPRESENTATION TO THE
CONTRARY IS UNLAWFUL.



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THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), NOR UNDER THE SECURITIES LAWS OF ANY STATE, AND THE COMPANY IS UNDER NO OBLIGATION TO REGISTER THE NOTES UNDER THE SECURITIES ACT OR ANY SUCH OTHER LAWS IN THE FUTURE.

THIS NOTE PURCHASE AGREEMENT (THIS "AGREEMENT") IS MADE AS OF THE DATE SPECIFIED ON THE ATTACHED COMPANY ACCEPTANCE PAGE (THE "CLOSING DATE"), BY AND BETWEEN PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (THE "COMPANY"), AND THE INVESTOR EXECUTING THIS AGREEMENT BELOW (THE "INVESTOR"). ALL CAPITALIZED TERMS THAT ARE NOT SPECIFICALLY DEFINED HEREIN HAVE THE SAME MEANING AS DEFINED IN THE CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM DATED SEPTEMBER 7, 2021 (THE "MEMORANDUM").

INVESTOR HEREBY AGREES AS FOLLOWS:

1. SALE OF SECURED PROMISSORY NOTES / COMMITMENT / FUNDING

SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INVESTOR HEREBY AGREES TO PURCHASE FROM THE COMPANY ONE OR MORE SECURED PROMISSORY NOTES IN THE FORM ATTACHED HERETO AS EXHIBIT C (THE "NOTE " WHEN REFERRING IN THE SINGULAR AND "NOTES " WHEN REFERRING TO MORE THAN ONE), IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT DESIGNATED ON THE SIGNATURE PAGE HEREOF (THE "COMMITTED PRINCIPAL"). INVESTOR AGREES TO FUND THE PURCHASE OF THE NOTES AND ACCEPT DELIVERY OF THE NOTES IN THE MANNER AND AT SUCH TIME AS PROVIDED IN SECTION 1.1.

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NOTE PURCHASE AGREEMENT

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1.1. FUNDING / ISSUANCE OF SECURED PROMISSORY NOTES

WITHIN FIVE (5) DAYS OF THE COMPANY DELIVERING TO THE INVESTOR A WRITTEN REQUEST FOR FUNDING (EACH REQUEST IS REFERRED TO HEREIN AS A "FUNDING NOTICE") PURSUANT TO SECTION 6.10, INVESTOR SHALL PAY TO THE COMPANY, IN CASH IN IMMEDIATELY AVAILABLE FUNDS, THE AMOUNT DESCRIBED IN SUCH FUNDING NOTICE (ONCE PAID BY INVESTOR, SUCH FUNDED AMOUNT TOGETHER WITH ALL OTHER PORTIONS OF THE COMMITTED PRINCIPAL PREVIOUSLY FUNDED IS REFERRED TO HEREIN AS THE "FUNDED PRINCIPAL"). THE COMPANY MAY REQUEST FUNDING OF THE ENTIRE COMMITTED PRINCIPAL OR ANY PORTION THEREOF AT ANY TIME, AND FROM TIME TO TIME, DURING THE FUNDING PERIOD SO LONG AS THE FUNDED PRINCIPAL DOES NOT EXCEED THE COMMITTED PRINCIPAL. UPON INVESTOR'S PAYMENT IN COMPLIANCE WITH A FUNDING NOTICE, COMPANY SHALL ISSUE AND DELIVER TO INVESTOR A NOTE IN THE PRINCIPAL AMOUNT OF SUCH PAYMENT. AS USED HEREIN, THE TERM "FUNDING PERIOD" MEANS THE PERIOD OF TIME COMMENCING ON THE CLOSING DATE AND ENDING ON THE DATE THAT IS FIVE (5) YEARS THEREAFTER.

1.2. ACCEPTANCE BY COMPANY; IRREVOCABLE COMMITMENT:

IF THIS AGREEMENT IS ACCEPTED BY THE COMPANY, THE COMPANY'S MANAGER (THE "MANAGER") WILL EXECUTE THIS AGREEMENT AND DELIVER TO INVESTOR. THIS AGREEMENT MAY BE REJECTED IN WHOLE OR IN PART BY THE COMPANY. INVESTOR HEREBY AGREES THAT THIS AGREEMENT IS AND WILL BE IRREVOCABLE AND WILL SURVIVE AND WILL NOT BE AFFECTED BY THE SUBSEQUENT DEATH, DISABILITY, INCAPACITY, DISSOLUTION, BANKRUPTCY OR INSOLVENCY OF INVESTOR.

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NOTE PURCHASE AGREEMENT
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2. NO MINIMUM OFFERING:

INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT THERE IS NO MINIMUM OFFERING, THERE IS NO ESCROW ACCOUNT FOR THIS NOTE OFFERING, AND THE COMPANY MAY, AND EXPECTS TO, CLOSE ON EACH NOTE PURCHASE AGREEMENT UPON ITS RECEIPT AND ACCEPTANCE BY THE COMPANY. THE PROCEEDS OF THIS OFFERING WILL BE PLACED INTO THE COMPANY'S GENERAL OPERATING ACCOUNT AND MAY BE IMMEDIATELY SPENT. THERE IS NO ASSURANCE THAT THE COMPANY WILL BE SUCCESSFUL IN RAISING ANY ADDITIONAL FUNDS BEYOND INVESTOR'S INVESTMENT. THE FUNDS RECEIVED PURSUANT TO EACH NOTE PURCHASE AGREEMENT WILL NOT BE ESCROWED BUT RATHER WILL BE DEPOSITED IMMEDIATELY INTO THE COMPANY'S WORKING CAPITAL FUND. THE COMPANY EXPECTS TO USE SUCH FUNDS IMMEDIATELY FOR WORKING CAPITAL PURPOSES REGARDLESS OF THE COMPANY'S ABILITY TO RAISE ADDITIONAL FUNDS IN THIS OR OTHER OFFERINGS. REGARDLESS OF WHETHER THE MAXIMUM OFFERING OF US\$50,000,000 OF SECURITIES IS COMPLETED, THE COMPANY WILL NOT RETURN ANY FUNDS REMITTED TO THE COMPANY PURSUANT TO A FUNDING NOTICE. BECAUSE THE FUNDS OF THIS OFFERING WILL BE COMMINGLED WITH OTHER FUNDS OF THE COMPANY IN ITS GENERAL BANK ACCOUNT, THEY WILL IMMEDIATELY BE SUBJECT TO THE CLAIMS OF ITS CREDITORS.

3. REPRESENTATIONS AND WARRANTIES

INVESTOR HAS BEEN ADVISED THAT NEITHER THE NOTES NOR THE OFFERING OF THE NOTES HAS BEEN REGISTERED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, BUT ARE BEING OFFERED AND SOLD PURSUANT TO EXEMPTIONS FROM SUCH LAWS, AND THE AVAILABILITY OF SUCH EXEMPTIONS IS PREDICATED IN PART ON INVESTOR REPRESENTATIONS CONTAINED HEREIN. THE COMPANY IS RELYING IN PART ON INVESTOR'S REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 3 FOR THE PURPOSE OF QUALIFYING FOR APPLICABLE EXEMPTIONS FROM REGISTRATION OR QUALIFICATION PURSUANT TO FEDERAL OR STATE SECURITIES LAWS, RULES AND REGULATIONS. ACCORDINGLY, INVESTOR HEREBY REPRESENTS AND WARRANTS TO THE COMPANY AS FOLLOWS:

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3.1. AUTHORITY / ENFORCEMENT

IF INVESTOR IS AN INDIVIDUAL, INVESTOR IS A COMPETENT ADULT, AND HAS THE FULL LEGAL RIGHT AND POWER AND ALL AUTHORITY REQUIRED TO ENTER INTO AND TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY AND OTHERWISE TO CARRY OUT HIS/HER OBLIGATIONS HEREUNDER. THIS AGREEMENT HAS BEEN DULY EXECUTED BY INVESTOR AND, WHEN DELIVERED IN ACCORDANCE WITH THE TERMS HEREOF, WILL CONSTITUTE THE VALID AND BINDING OBLIGATIONS OF INVESTOR, ENFORCEABLE AGAINST INVESTOR IN ACCORDANCE WITH ITS TERMS.

3.2. No Conflicts

THE EXECUTION, DELIVERY AND PERFORMANCE OF THIS AGREEMENT BY INVESTOR AND THE CONSUMMATION BY INVESTOR OF THE TRANSACTIONS CONTEMPLATED HEREBY DO NOT AND WILL NOT (A) CONFLICT WITH, OR CONSTITUTE A DEFAULT (OR AN EVENT THAT WITH NOTICE OR LAPSE OF TIME OR BOTH WOULD BECOME A DEFAULT) UNDER, OR GIVE TO OTHERS ANY RIGHTS OF TERMINATION, AMENDMENT, ACCELERATION OR CANCELLATION (WITH OR WITHOUT NOTICE, LAPSE OF TIME OR BOTH) OF, ANY AGREEMENT, CREDIT FACILITY, DEBT OR OTHER INSTRUMENT OR OTHER UNDERSTANDING TO WHICH INVESTOR IS A PARTY OR BY WHICH ANY PROPERTY OR ASSET OF INVESTOR IS BOUND OR AFFECTED, OR (B) RESULT IN A VIOLATION OF ANY LAW, RULE, REGULATION, ORDER, JUDGMENT, INJUNCTION, DECREE OR OTHER RESTRICTION OF ANY COURT OR GOVERNMENTAL AUTHORITY TO WHICH INVESTOR IS SUBJECT (INCLUDING FEDERAL AND STATE SECURITIES LAWS AND REGULATIONS), OR BY WHICH ANY PROPERTY OR ASSET OF INVESTOR IS BOUND OR AFFECTED.

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NOTE PURCHASE AGREEMENT

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3.3. LITIGATION

THERE ARE NO LEGAL PROCEEDINGS PENDING OR, TO INVESTOR'S KNOWLEDGE, THREATENED THAT ARE REASONABLY LIKELY TO PROHIBIT OR RESTRAIN THE ABILITY OF INVESTOR TO ENTER INTO THIS AGREEMENT OR CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY.

3.4. No Consent

NO CONSENT, APPROVAL, AUTHORIZATION, WRIT, RULING, ORDER, DIRECTIVE, JUDGMENT OR DECREE OF, NOTICE TO, OR REGISTRATION, DECLARATION OR FILING WITH, ANY GOVERNMENTAL AUTHORITY OR AGENCY OR ANY PERSON OR ENTITY IS REQUIRED ON THE PART OF INVESTOR IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE PERFORMANCE OF INVESTOR'S OBLIGATIONS HEREBY.

3.5. ACCREDITED INVESTOR STATUS

INVESTOR IS AN "ACCREDITED INVESTOR" (AS THAT TERM IS DEFINED IN RULE 501(A) PROMULGATED UNDER THE SECURITIES ACT) AND HAS REVIEWED AND COMPLETED EXHIBIT A HERETO. INVESTOR AGREES TO PROVIDE ANY ADDITIONAL DOCUMENTS AND INFORMATION THAT THE COMPANY REASONABLY REQUESTS FOR PURPOSES OF DETERMINING WHETHER INVESTOR IS AN ACCREDITED INVESTOR.

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3.6. TAX IDENTIFICATION

INVESTOR REPRESENTS, WARRANTS AND AGREES THAT IT WILL SUBMIT WITH THIS AGREEMENT, A PROPERLY COMPLETED FORM W-9 ATTACHED HERETO AS EXHIBIT B AND WILL COOPERATE WITH THE COMPANY UPON ITS REQUEST TO UPDATE AND MAINTAIN SUCH FORM W-9.

3.7. HIGH DEGREE OF RISK INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT AN INVESTMENT IN NOTES IS AN INVESTMENT INVOLVING A HIGH DEGREE OF RISK. INVESTOR HAS CAREFULLY READ AND UNDERSTANDS THE RISK FACTORS CONTAINED IN THE MEMORANDUM PROVIDED TO SUCH INVESTOR AND UNDERSTANDS THAT THERE CAN BE NO ASSURANCE THAT THE COMPANY WILL BE ABLE TO ACHIEVE ITS INVESTMENT OBJECTIVE.

3.8. [INTENTIONALLY OMITTED.]

RESTRICTED SECURITIES INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, ARE CHARACTERIZED AS A "RESTRICTED SECURITY" THEREUNDER, AND, THEREFORE, CANNOT BE SOLD OR TRANSFERRED UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT AND ALL APPLICABLE STATES SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

INVESTOR AGREES NOT TO SELL OR OTHERWISE TRANSFER OR DISPOSE OF THE NOTES OR ANY INTEREST THEREIN UNLESS (A) THE NOTES ARE REGISTERED UNDER THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS OR THE INVESTOR OBTAINS AN OPINION OF COUNSEL WHICH IS SATISFACTORY TO THE COMPANY THAT THE NOTES MAY BE SOLD IN RELIANCE ON AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS, AND (B) INVESTOR HAS COMPLIED IN ALL RESPECTS WITH THE TERMS AND CONDITIONS SET FORTH IN THE NOTES, INCLUDING ANY RESTRICTIONS ON TRANSFER SET FORTH THEREIN.

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3.10. NO MARKET FOR NOTES

INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT (A) THERE IS PRESENTLY NO PUBLIC MARKET FOR THE NOTES AND IT IS UNLIKELY THAT ANY PUBLIC MARKET WILL EVER DEVELOP; (B) THE COMPANY HAS NO OBLIGATION TO REGISTER ANY OF THE NOTES FOR RESALE OR TRANSFER UNDER THE SECURITIES ACT OR ANY STATE SECURITIES LAWS AND HAS NO OBLIGATION OR INTENTION TO TAKE ANY ACTION WHICH WOULD MAKE AVAILABLE AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF ANY SUCH LAWS FOR THE RESALE OR TRANSFER OF THE NOTES; (C) INVESTOR THEREFORE MAY BE PRECLUDED FROM SELLING OR OTHERWISE TRANSFERRING OR DISPOSING OF THE NOTES, OR ANY INTEREST THEREIN, FOR AN INDEFINITE PERIOD OF TIME OR AT ANY PARTICULAR TIME; AND (D) THE COMPANY MAY PLACE A LEGEND ON THE NOTES INDICATING THAT THE NOTES ARE RESTRICTED.

3.11. NO INTENT TO DISTRIBUTE OR RESELL

INVESTOR IS ACQUIRING THE NOTES FOR INVESTOR'S OWN ACCOUNT FOR INVESTMENT, WITH NO INTENTION OF DISTRIBUTING OR RESELLING ANY INTEREST THEREIN WITHIN THE MEANING OF THE SECURITIES ACT, AND WILL NOT TRANSFER THE NOTES IN VIOLATION OF THE SECURITIES ACT OR THE THEN APPLICABLE RULES OR REGULATIONS THEREUNDER OR ANY OTHER APPLICABLE LAW. INVESTOR HAS NO CONTRACT, UNDERTAKING, AGREEMENT OR ARRANGEMENT TO SELL OR

OTHERWISE TRANSFER OR DISPOSE OF THE NOTES OR ANY INTEREST THEREIN TO ANY OTHER PARTY. INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT THE COMPANY WILL HAVE NO OBLIGATION TO RECOGNIZE THE OWNERSHIP, BENEFICIAL OR OTHERWISE, OF ANY NOTES BY ANYONE OTHER THAN INVESTOR, EXCEPT AS PROVIDED IN THE NOTES.

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NOTE PURCHASE AGREEMENT

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3.12. SUITABILITY



INVESTOR HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS TO EVALUATE THE MERITS AND RISKS OF ACQUIRING THE NOTES AND OF MAKING AN INFORMED INVESTMENT DECISION WITH RESPECT THERETO. INVESTOR HAS ADEQUATE MEANS OF PROVIDING FOR INVESTOR'S CURRENT NEEDS AND PERSONAL CONTINGENCIES, HAS NO NEED FOR LIQUIDITY IN INVESTOR'S INVESTMENT IN THE NOTES, AND IS ABLE TO BEAR THE FINANCIAL AND OTHER RISKS OF HOLDING THE NOTES FOR AN INDEFINITE PERIOD OF TIME. ALL OF INVESTOR'S INVESTMENTS IN AND COMMITMENTS TO NON-LIQUID INVESTMENTS ARE, AND AFTER THE PURCHASE OF THE NOTES WILL BE, REASONABLE IN RELATION TO INVESTOR'S NET WORTH AND CURRENT NEEDS. ANY FINANCIAL INFORMATION WHICH IS PROVIDED BY INVESTOR, OR IS SUBSEQUENTLY SUBMITTED BY INVESTOR AT THE REQUEST OF THE COMPANY, DOES OR WILL ACCURATELY REFLECT INVESTOR'S FINANCIAL CONDITION WITH RESPECT TO WHICH INVESTOR DOES NOT ANTICIPATE ANY MATERIAL ADVERSE CHANGE.

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3.13. DUE DILIGENCE; ACCESS TO INFORMATION

INVESTOR HAS REVIEWED AND UNDERSTANDS (A) THE NOTES, (B) THE MEMORANDUM, (C) THIS AGREEMENT, AND (D) THE INTER-CREDITOR AGREEMENT (THE DOCUMENTS REFERENCED IN CLAUSES (A) THROUGH (D) ARE COLLECTIVELY REFERRED TO HEREIN AS THE "NOTE TRANSACTION DOCUMENTS"), AND HAS CONDUCTED INVESTOR'S OWN DUE DILIGENCE INVESTIGATION OF THE COMPANY AND ITS BUSINESS, OPERATIONS AND FINANCIAL CONDITION, ASSETS, LIABILITIES AND PROSPECTS, AND HAS HAD ACCESS TO ANY AND ALL INFORMATION, INCLUDING ALL DOCUMENTS, RECORDS AND BOOKS PERTAINING TO THE COMPANY THAT INVESTOR DEEMED NECESSARY OR APPROPRIATE TO ENABLE INVESTOR TO MAKE A FULLY INFORMED DECISION IN CONNECTION WITH INVESTOR'S INVESTMENT IN THE NOTES. INVESTOR ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN THE NOTE TRANSACTION DOCUMENTS, OR AN ADDITIONAL WRITTEN DOCUMENT (EXECUTED BY THE MANAGER OF THE COMPANY), WHICH CLEARLY AND EXPLICITLY INDICATES THAT INVESTOR IS ENTITLED TO RELY THEREON, INVESTOR HAS NEITHER RECEIVED, NOR IS ENTITLED TO RELY UPON, ANY REPRESENTATIONS OR WARRANTIES FROM THE COMPANY OR ANY MANAGER, OFFICER, EMPLOYEE OR AGENT THEREOF.

SUBJECT TO THE PARAGRAPH ABOVE: (X) THE COMPANY HAS MADE AVAILABLE ALL ADDITIONAL INFORMATION THAT INVESTOR HAS REQUESTED IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE NOTE TRANSACTION DOCUMENTS; (Y) INVESTOR HAS BEEN PROVIDED THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE NOTE TRANSACTION DOCUMENTS AND THE PURCHASE OF THE NOTES; AND (Z) INVESTOR HAS BEEN PROVIDED THE OPPORTUNITY TO OBTAIN ANY ADDITIONAL INFORMATION (TO THE EXTENT THE COMPANY HAD SUCH INFORMATION OR COULD ACQUIRE IT WITHOUT

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UNREASONABLE EFFORT OR EXPENSE) NECESSARY TO VERIFY THE ACCURACY OF INFORMATION OTHERWISE FURNISHED BY THE COMPANY, ITS MANAGER OR ITS OFFICERS. INVESTOR HAS INVESTIGATED THE ACQUISITION OF THE NOTES TO THE EXTENT INVESTOR DEEMED NECESSARY OR DESIRABLE AND THE COMPANY HAS PROVIDED INVESTOR WITH ANY ASSISTANCE INVESTOR HAS REQUESTED IN CONNECTION THEREWITH.

3.14. RELIANCE ON INVESTOR'S ADVISORS

INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT INVESTOR HAS BEEN ENCOURAGED TO RELY UPON THE ADVICE OF INVESTOR'S LEGAL COUNSEL, ACCOUNTANTS, AND FINANCIAL ADVISERS WITH RESPECT TO THE LEGAL, ACCOUNTING, INVESTMENT, TAX AND OTHER CONSIDERATIONS RELATING TO ITS INVESTMENT IN THE NOTES. INVESTOR IS NOT RELYING ON THE COMPANY OR ANY OF ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES FOR LEGAL, ACCOUNTING, INVESTMENT OR TAX ADVICE, AND INVESTOR HAS SOUGHT INDEPENDENT LEGAL, ACCOUNTING, INVESTMENT AND TAX ADVICE TO THE EXTENT INVESTOR HAS DEEMED NECESSARY OR APPROPRIATE IN CONNECTION WITH INVESTOR'S DECISION TO PURCHASE THE NOTES.

3.15. NO ENDORSEMENT: INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT NO FEDERAL OR STATE AGENCY (INCLUDING, BUT NOT LIMITED TO, THE SECURITIES AND EXCHANGE COMMISSION, AND THE SECURITIES COMMISSIONS AND AUTHORITIES OF ANY STATE) HAS APPROVED OR DISAPPROVED THE NOTES, OR MADE ANY FINDING OR DETERMINATION AS TO THE FAIRNESS OF THE NOTES FOR INVESTMENT AND THAT ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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INVESTOR UNDERSTANDS THAT THE NOTE TRANSACTION DOCUMENTS DO NOT PURPORT TO SATISFY THE "PROSPECTUS" REQUIREMENTS THAT WOULD APPLY TO THE ISSUANCE OF THE NOTES IF THE OFFERING OF THE NOTES WERE A "PUBLIC OFFERING" WITHIN THE MEANING OF THE SECURITIES ACT.

3.16. RESIDENCY

FOR PURPOSES OF THE APPLICATION OF STATE SECURITIES LAWS, INVESTOR REPRESENTS THAT INVESTOR IS A BONA FIDE RESIDENT OF, AND/OR IS DOMICILED IN, THE STATE (OR IF A NON-U.S. PERSON, THE CITY AND COUNTRY) SET FORTH IN SUCH INVESTOR'S RESIDENCE ADDRESS ON THE SIGNATURE PAGE HERETO. INVESTOR INTENDS THAT THE STATE SECURITIES LAWS OF THE STATE LISTED AS INVESTOR'S ADDRESS WILL GOVERN THIS TRANSACTION.

3.17. NO VIEW TO TAX BENEFITS

INVESTOR IS NOT ACQUIRING THE NOTES WITH A VIEW TO REALIZING ANY BENEFITS UNDER U.S. FEDERAL INCOME TAX LAWS, AND NO REPRESENTATIONS HAVE BEEN MADE TO INVESTOR THAT ANY SUCH BENEFITS WILL BE AVAILABLE AS A RESULT OF INVESTOR'S ACQUISITION, OWNERSHIP OR DISPOSITION OF THE NOTES.

3.18. PUBLIC DISCLOSURE ISSUES

INVESTOR REPRESENTS AND WARRANTS THAT IF ANY OF ITS BENEFICIAL OWNERS ARE PUBLIC AGENCIES THAT ARE SUBJECT TO STATE OR FEDERAL LAWS PROVIDING FOR THE POSSIBLE PUBLIC DISCLOSURE OF CERTAIN RECORDS AND INFORMATION RELATING TO THE ACTIVITIES OF SUCH PUBLIC AGENCIES, INVESTOR HAS TAKEN STEPS NECESSARY (INCLUDING ENTERING INTO CONFIDENTIALITY AGREEMENTS), WHICH RESTRICT THE ACCESS OF SUCH BENEFICIAL OWNERS TO CERTAIN INFORMATION AND PROTECTS INFORMATION ABOUT THE COMPANY AND ITS INVESTMENTS FROM BEING PUBLICLY DISCLOSED BY SUCH A PUBLIC AGENCY.

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3.19. SOURCE OF FUNDS

THE MONEY TO BE LOANED TO THE COMPANY IN CONNECTION WITH INVESTOR'S PURCHASE OF THE NOTES IS NOT RELATED TO, OR DERIVED FROM, ANY ACTIVITIES THAT WOULD BE ILLEGAL UNDER UNITED STATES LAW.

3.20. REGULATION S

IF INVESTOR IS A NON-U.S. PERSON (AS DEFINED IN REGULATION S PROMULGATED UNDER THE SECURITIES ACT) PURCHASING THE NOTES IN AN OFFSHORE TRANSACTION:

(A) INVESTOR IS NOT ACQUIRING THE NOTES AS A RESULT OF, AND WILL NOT ENGAGE IN, ANY "DIRECTED SELLING EFFORTS" (AS DEFINED IN REGULATION S PROMULGATED UNDER THE SECURITIES ACT) IN THE UNITED STATES IN RESPECT OF NOTES WHICH WOULD INCLUDE ANY ACTIVITIES UNDERTAKEN FOR THE PURPOSE OF, OR THAT COULD REASONABLY BE EXPECTED TO HAVE THE EFFECT OF, CONDITIONING THE MARKET IN THE UNITED STATES FOR THE RESALE OF ANY OF THE NOTES;

(B) INVESTOR IS OUTSIDE THE UNITED STATES WHEN RECEIVING AND EXECUTING THIS AGREEMENT;

(C) THE NOTES MAY NOT BE OFFERED OR SOLD TO A U.S. PERSON OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON PRIOR TO THE END OF THE EXPIRATION OF A PERIOD OF ONE YEAR AFTER THE DATE OF ORIGINAL ISSUANCE OF THE NOTES;

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D) INVESTOR IS KNOWLEDGEABLE OF, OR HAS BEEN INDEPENDENTLY ADVISED AS TO, THE APPLICABLE SECURITIES LAWS OF THE SECURITIES REGULATORS HAVING APPLICATION IN THE JURISDICTION IN WHICH THE INVESTOR IS RESIDENT (THE "INTERNATIONAL JURISDICTION") WHICH WOULD APPLY TO THE ACQUISITION OF THE NOTES;

(E) INVESTOR IS PURCHASING THE NOTES PURSUANT TO EXEMPTIONS FROM PROSPECTUS OR EQUIVALENT REQUIREMENTS UNDER APPLICABLE SECURITIES LAWS OR, IF SUCH IS NOT APPLICABLE, INVESTOR IS PERMITTED TO PURCHASE THE NOTES UNDER THE APPLICABLE SECURITIES LAWS OF THE SECURITIES REGULATORS IN THE INTERNATIONAL JURISDICTION WITHOUT THE NEED TO RELY ON ANY EXEMPTIONS; AND

(F) INVESTOR ACKNOWLEDGES THAT THE APPLICABLE SECURITIES LAWS OF THE AUTHORITIES IN THE INTERNATIONAL JURISDICTION DO NOT REQUIRE THE COMPANY TO MAKE ANY FILINGS OR SEEK ANY APPROVALS OF ANY KIND WHATSOEVER FROM ANY SECURITIES REGULATOR OF ANY KIND WHATSOEVER IN THE INTERNATIONAL JURISDICTION IN CONNECTION WITH THE ISSUE AND SALE OR RESALE OF ANY OF THE NOTES.

4. REPRESENTATIONS AND WARRANTIES OF ORGANIZATIONS

IF INVESTOR IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, TRUST OR OTHER ORGANIZATION, INVESTOR HEREBY MAKES THE FOLLOWING ADDITIONAL REPRESENTATIONS AND WARRANTIES TO THE COMPANY (IF INVESTOR IS AN INDIVIDUAL WHO IS INVESTING THROUGH A REVOCABLE TRUST, AN IRA OR AN ACCOUNT IN A SELF- DIRECTED EMPLOYEE BENEFIT PLAN (A "SELF-DIRECTED ENTITY"), THE REPRESENTATIONS AND WARRANTIES APPLY TO



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THE SELF-DIRECTED ENTITY, AND, FOR THIS PURPOSE, THE TERM "INVESTOR" WILL BE DEEMED TO REFER TO THE SELF-DIRECTED ENTITY):

4.1. AUTHORIZATION

INVESTOR HAS FULL POWER AND AUTHORITY TO ACQUIRE THE NOTES, AND THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF INVESTOR HAS BEEN DULY AUTHORIZED TO DO SO AND TO BIND INVESTOR BY THIS AGREEMENT.

4.2. INSTITUTIONAL INVESTORS

SUBJECT TO SECTION 4.4, INVESTOR'S STOCKHOLDERS, PARTNERS, MEMBERS OR OTHER BENEFICIAL OWNERS, IF ANY, HAVE NO INDIVIDUAL DISCRETION AS TO THEIR PARTICIPATION OR NON-PARTICIPATION IN THE NOTES AND WILL HAVE NO INDIVIDUAL DISCRETION AS TO THEIR PARTICIPATION OR NON-PARTICIPATION IN PARTICULAR INVESTMENTS MADE BY THE COMPANY.

4.3. NOT FORMED FOR THE PURPOSE OF INVESTING IN THE COMPANY

SUBJECT TO SECTION 4.4, INVESTOR WAS NOT, OR WILL NOT BE, FORMED OR "RECAPITALIZED" (AS DEFINED BELOW) FOR THE SPECIFIC PURPOSE OF ACQUIRING THE NOTES. FOR THE PURPOSE OF THE PRECEDING SENTENCE, THE TERM "RECAPITALIZED" WILL INCLUDE, WITHOUT LIMITATION, NEW INVESTMENTS MADE IN INVESTOR SOLELY FOR THE PURPOSE OF FINANCING ITS ACQUISITION OF THE NOTES AND NOT MADE PURSUANT TO A PRIOR FINANCIAL COMMITMENT.

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5. INDEMNIFICATION BY INVESTOR

INVESTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, AGENTS, CONTROL PERSONS (WITHIN THE MEANING OF SECTION 15 OF THE SECURITIES ACT), REPRESENTATIVES AND AFFILIATES AGAINST ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, AND EXPENSES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPENSES INCURRED IN INVESTIGATING, PREPARING, OR DEFENDING AGAINST ANY LITIGATION COMMENCED OR THREATENED OR CLAIM) BASED UPON OR ARISING OUT OF ANY ACTUAL OR ALLEGED FALSE ACKNOWLEDGMENT, REPRESENTATION OR WARRANTY, OR MISREPRESENTATION OR OMISSION TO STATE A MATERIAL FACT, OR BREACH BY INVESTOR OF ANY COVENANT OR AGREEMENT MADE BY INVESTOR HEREIN OR IN ANY OTHER DOCUMENT DELIVERED IN CONNECTION WITH THIS AGREEMENT.

6. MISCELLANEOUS

6.1. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

THE WARRANTIES, REPRESENTATIONS AND COVENANTS CONTAINED IN OR MADE PURSUANT TO THIS AGREEMENT WILL SURVIVE THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE CLOSING DATE.

6.2. ENTIRE AGREEMENT

THIS AGREEMENT (INCLUDING THE COMPLETED EXHIBIT A), TOGETHER WITH EACH FUNDING NOTICE AND THE OTHER THE NOTE TRANSACTION DOCUMENTS, CONSTITUTES THE ENTIRE, FINAL, COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE COMPANY AND INVESTOR WITH RESPECT TO THE PURCHASE AND SALE OF THE NOTES, AND SUPERSEDES, AND MAY NOT BE CONTRADICTED, EXPLAINED OR SUPPLEMENTED BY EVIDENCE OF, ANY PRIOR WRITTEN OR ORAL

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AGREEMENT, ANY CONTEMPORANEOUS ORAL AGREEMENT OR ANY INCONSISTENT ADDITIONAL TERMS.

6.3. GOVERNING LAW

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA, WITHOUT REFERENCE TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

6.4. DISPUTE RESOLUTION; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

(A) IF ANY DISPUTE ARISES BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT (THE "DISPUTE"), THEY WILL FIRST UTILIZE THE PROCEDURES SPECIFIED IN SECTIONS 6.4(A)-(M) (THE "PROCEDURE") PRIOR TO COMMENCING ANY ACTION OR PROCEEDING IN ANY COURT; PROVIDED, HOWEVER, THAT NOTHING CONTAINED IN THIS SECTION 6.4 WILL PRECLUDE THE COMPANY FROM FILING A JUDICIAL PROCEEDING SEEKING EQUITABLE OR INJUNCTIVE RELIEF.

(B) THE PARTY SEEKING TO INITIATE THE PROCEDURE WILL GIVE WRITTEN NOTICE TO THE OTHER PARTY, DESCRIBING IN GENERAL TERMS THE NATURE OF THE DISPUTE, THE INITIATING PARTY'S CLAIM FOR RELIEF AND IDENTIFYING ONE OR MORE INDIVIDUALS WITH AUTHORITY TO SETTLE THE DISPUTE ON SUCH PARTY'S BEHALF. THE PARTY RECEIVING SUCH NOTICE WILL HAVE THREE (3) BUSINESS DAYS WITHIN WHICH TO DESIGNATE BY WRITTEN NOTICE TO THE INITIATING PARTY, ONE OR MORE INDIVIDUALS WITH THE AUTHORITY TO SETTLE THE DISPUTE ON SUCH PARTY'S BEHALF. THE INDIVIDUALS SO DESIGNATED WILL BE KNOWN AS THE "AUTHORIZED INDIVIDUALS." AA

(C) THE AUTHORIZED INDIVIDUALS, ONCE SO IDENTIFIED BY THE PARTIES, WILL HAVE THREE (3) BUSINESS DAYS TO SUBMIT TO EACH OTHER A WRITTEN LIST OF ACCEPTABLE QUALIFIED ATTORNEY-MEDIATORS NOT

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AFFILIATED WITH EITHER OF THE PARTIES. WITHIN ONE (1) BUSINESS DAY FROM THE DATE FOR RECEIPT OF SUCH LIST, THE AUTHORIZED INDIVIDUALS WILL RANK THE MEDIATORS IN NUMERICAL ORDER OF PREFERENCE AND EXCHANGE SUCH RANKINGS. IF NO MEDIATOR HAS BEEN SELECTED BY THIS PROCEDURE, WITHIN TWO (2) BUSINESS DAYS AFTER THE DATE OF RECEIPT OF THE LIST REFERRED TO IN THE FIRST SENTENCE OF THIS SECTION 6.4(C), THE AUTHORIZED INDIVIDUALS WILL INITIATE MEDIATION IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION.

(E) IN CONSULTATION WITH THE MEDIATOR SELECTED, THE AUTHORIZED INDIVIDUALS WILL PROMPTLY DESIGNATE A MUTUALLY CONVENIENT DATE FOR THE MEDIATION, WHICH WILL TAKE PLACE IN ARIZONA AND, SUCH TIME TO BE NOT LATER THAN FOURTEEN (14) CALENDAR DAYS AFTER SELECTION OF THE MEDIATOR.

(F) IN THE EVENT EITHER PARTY HAS SUBSTANTIAL NEED FOR INFORMATION IN THE POSSESSION OF THE OTHER PARTY IN ORDER TO PREPARE FOR THE MEDIATION, THE PARTIES WILL ATTEMPT IN GOOD FAITH TO AGREE TO PROCEDURES FOR THE EXPEDITIOUS EXCHANGE OF SUCH INFORMATION, WITH THE HELP OF THE MEDIATOR IF REQUIRED.

(G) AT LEAST THREE (3) CALENDAR DAYS PRIOR TO THE FIRST SCHEDULED SESSION OF THE MEDIATION, EACH PARTY WILL DELIVER TO THE MEDIATOR AND TO THE OTHER PARTY CONCISE WRITTEN SUMMARY OF ITS VIEWS ON THE MATTER IN DISPUTE AND SUCH OTHER MATTERS REQUIRED BY THE MEDIATOR. THE MEDIATOR MAY ALSO REQUEST THAT A CONFIDENTIAL ISSUE PAPER BE SUBMITTED BY EACH PARTY TO HIM.

(H) IN THE MEDIATION, EACH PARTY WILL BE REPRESENTED BY AN AUTHORIZED INDIVIDUAL AND MAY BE REPRESENTED BY COUNSEL. IN ADDITION, EACH PARTY MAY, WITH PERMISSION OF THE MEDIATOR, BRING SUCH ADDITIONAL PERSONS AS NEEDED TO RESPOND TO QUESTIONS, CONTRIBUTE INFORMATION, AND PARTICIPATE IN THE NEGOTIATIONS.

(I) THE MEDIATOR WILL DETERMINE THE FORMAT FOR THE MEETINGS, DESIGNED TO ASSURE THAT BOTH THE MEDIATOR AND THE AUTHORIZED INDIVIDUALS

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HAVE AFFILIATED WITH EITHER OF THE PARTIES. WITHIN ONE (1) BUSINESS DAY FROM THE DATE FOR RECEIPT OF SUCH LIST, THE OPPORTUNITY TO HEAR AN ORAL PRESENTATION OF EACH PARTY'S VIEWS ON THE MATTER IN DISPUTE, AND THAT THE AUTHORIZED PARTIES ATTEMPT TO NEGOTIATE A RESOLUTION OF THE MATTER IN DISPUTE, WITH OR WITHOUT THE ASSISTANCE OF COUNSEL OR OTHERS, BUT WITH THE ASSISTANCE OF THE MEDIATOR. TO THIS END, THE MEDIATOR IS AUTHORIZED TO CONDUCT BOTH JOINT MEETINGS AND SEPARATE PRIVATE CAUCUSES WITH THE PARTIES. THE MEDIATION SESSION WILL BE PRIVATE. THE MEDIATOR WILL KEEP CONFIDENTIAL ALL INFORMATION LEARNED IN PRIVATE CAUCUS WITH ANY PARTY UNLESS SPECIFICALLY AUTHORIZED BY SUCH PARTY TO MAKE DISCLOSURE OF THE INFORMATION TO THE OTHER PARTY. THE PARTIES COMMIT TO PARTICIPATE IN THE PROCEEDINGS IN GOOD FAITH WITH THE INTENTION OF RESOLVING THE DISPUTE IF AT ALL POSSIBLE.

(J) THE PARTIES AGREE TO PARTICIPATE IN THE MEDIATION PROCEDURE TO ITS CONCLUSION. THE MEDIATION WILL BE TERMINATED (I) BY THE EXECUTION OF A SETTLEMENT AGREEMENT BY THE PARTIES, (II) BY A DECLARATION OF THE MEDIATOR THAT THE MEDIATION IS TERMINATED, OR (III) BY A WRITTEN DECLARATION OF A PARTY TO THE EFFECT THAT THE MEDIATION PROCESS IS TERMINATED AT THE CONCLUSION OF ONE (1) FULL DAY'S MEDIATION SESSION.

(K) THE FEES AND EXPENSES OF THE MEDIATOR WILL BE SHARED EQUALLY BY THE PARTIES. THE MEDIATOR WILL BE DISQUALIFIED AS A WITNESS, CONSULTANT, EXPERT OR COUNSEL FOR ANY PARTY WITH RESPECT TO THE DISPUTE OF ANY RELATED MATTERS.

(L) MEDIATION IS A COMPROMISE NEGOTIATION FOR PURPOSES OF FEDERAL AND STATE RULES OF EVIDENCE AND CONSTITUTES PRIVILEGED COMMUNICATION UNDER ARIZONA LAW. THE ENTIRE MEDIATION PROCESS IS CONFIDENTIAL, AND NO STENOGRAPHIC, VISUAL OR AUDIO RECORD WILL BE MADE. ALL CONDUCT, STATEMENTS, PROMISES, OFFERS, VIEWS AND OPINIONS, WHETHER ORAL OR WRITTEN, MADE IN THE COURSE OF THE MEDIATION BY ANY PARTY, THEIR AGENTS, EMPLOYEES, REPRESENTATIVES OR OTHER INVITEES AND BY THE MEDIATOR ARE CONFIDENTIAL AND WILL, IN ADDITION AND WHEN APPROPRIATE, BE DEEMED PRIVILEGED. SUCH CONDUCT, STATEMENTS,

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AFFILIATED WITH EITHER OF THE PARTIES. WITHIN ONE (1) BUSINESS DAY FROM THE DATE FOR RECEIPT OF SUCH LIST, THE A PROMISES, OFFERS, VIEWS AND OPINIONS WILL NOT BE DISCOVERABLE OR ADMISSIBLE FOR ANY PURPOSE, INCLUDING IMPEACHMENT, IN ANY LITIGATION OR OTHER PROCEEDING INVOLVING THE PARTIES, AND WILL NOT BE DISCLOSED TO ANYONE NOT AN AGENT, EMPLOYEE, EXPERT, WITNESS, OR REPRESENTATIVE OF EITHER OF THE PARTIES; PROVIDED, HOWEVER, THAT EVIDENCE OTHERWISE DISCOVERABLE OR ADMISSIBLE IS NOT EXCLUDED FROM DISCOVERY OR ADMISSION AS A RESULT OF ITS USE IN THE MEDIATION.

(M) IF THE DISPUTE HAS NOT BEEN RESOLVED PURSUANT TO THE PROCEDURE, THEN EITHER PARTY MAY COMMENCE AN ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT LOCATED IN MARICOPA COUNTY, ARIZONA. EACH PARTY HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN MARICOPA COUNTY, ARIZONA, FOR THE PURPOSES OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO HEREBY CONSENTS TO JURISDICTION AND AGREES THAT VENUE WILL LIE IN THE STATE OR FEDERAL COURTS WITHIN MARICOPA COUNTY, ARIZONA, WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION BASED ON FORUM NON CONVENES AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER. IF ANY LEGAL ACTION OR OTHER PROCEEDING IS BROUGHT IN CONNECTION WITH THIS AGREEMENT, EXCEPT AS SET FORTH IN SECTION 6.4(K) ABOVE, THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS' FEES, ACCOUNTING FEES, AND OTHER COSTS INCURRED IN THAT ACTION OR PROCEEDING, IN ADDITION TO ANY OTHER RELIEF TO WHICH IT MAY BE ENTITLED. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND,

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AFFILIATED WITH EITHER OF THE PARTIES. WITHIN ONE (1) BUSINESS DAY FROM THE DATE FOR RECEIPT OF SUCH LIST, THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6.5. SUCCESSORS AND ASSIGNS

THIS AGREEMENT AND THE COVENANTS AND AGREEMENTS CONTAINED HEREIN WILL BE BINDING ON, AND INURE TO THE BENEFIT OF, THE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND PERMITTED ASSIGNS OF THE RESPECTIVE PARTIES HERETO.

6.6. CAPTIONS

THE SECTION TITLES ARE FOR CONVENIENCE OF REFERENCE ONLY AND WILL NOT CONTROL OR ALTER THE MEANING OF THIS AGREEMENT SET FORTH IN THE TEXT.

6.7. COUNTERPARTS

THIS AGREEMENT MAY BE EXECUTED SIMULTANEOUSLY IN ONE OR MORE COUNTERPARTS, BUT ALL SUCH COUNTERPARTS TAKEN TOGETHER WILL CONSTITUTE ONE AND THE SAME AGREEMENT. THE EXCHANGE OF COPIES OF THIS AGREEMENT AND OF SIGNATURE PAGES BY FACSIMILE TRANSMISSION, DIGITAL SIGNING SERVICE (SUCH AS DocuSIGN) OR A .PDF DELIVERED VIA EMAIL WILL CONSTITUTE EFFECTIVE EXECUTION AND DELIVERY OF THIS AGREEMENT AS TO THE PARTIES HERETO AND MAY BE USED IN LIEU OF THE ORIGINAL AGREEMENT FOR ALL PURPOSES.

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THURSDAY, MARCH 10, 2022

6.8. SEVERABILITY

IF ANY PROVISION OF THIS AGREEMENT, OR THE APPLICATION OF SUCH PROVISION TO ANY PERSON OR CIRCUMSTANCE, WILL BE HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT, OR THE APPLICATION OF SUCH PROVISION TO PERSONS OR CIRCUMSTANCES OTHER THAN THOSE TO WHICH IT IS HELD TO BE INVALID OR UNENFORCEABLE, WILL NOT BE AFFECTED THEREBY.

6.9. ANTI-TERRORISM MATTERS

INVESTOR HEREBY AUTHORIZES THE MANAGER TO TAKE, WITHOUT PRIOR NOTICE TO INVESTOR, SUCH ACTION AS IT DETERMINES TO BE REASONABLY NECESSARY OR ADVISABLE TO COMPLY, OR TO CAUSE THE COMPANY TO COMPLY, WITH ANY ANTI-TERRORIST LAWS, RULES, REGULATIONS, DIRECTIVES OR SPECIAL MEASURES. WITHOUT LIMITING THE FOREGOING, THE MANAGERS MAY DISCLOSE ANY INFORMATION CONCERNING THE COMPANY OR INVESTOR NECESSARY TO COMPLY WITH SUCH LAWS, RULES, REGULATIONS, DIRECTIVES OR SPECIAL MEASURES, AND INVESTOR WILL PROVIDE SUCH MANAGER, PROMPTLY UPON REQUEST, ALL INFORMATION THEY REASONABLY DEEM NECESSARY OR ADVISABLE TO COMPLY WITH SUCH LAWS, RULES, REGULATIONS, DIRECTIVES OR SPECIAL MEASURES.



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6.10. NOTICES ANY NOTICE, DEMAND OR REQUEST REQUIRED OR PERMITTED TO BE GIVEN UNDER THIS AGREEMENT WILL BE IN WRITING AND WILL BE DEEMED GIVEN

A) WHEN DELIVERED PERSONALLY (INCLUDING BY RECOGNIZED NATIONAL OR INTERNATIONAL COURIER),

(B) WHEN RECEIPT IS CONFIRMED IF SENT BY FACSIMILE, OR

(C) TEN (10) DAYS AFTER DEPOSITED IN THE MAIL, IF MAILED BY REGISTERED OR CERTIFIED MAIL, WITH POSTAGE PREPAID, AND ADDRESSED

(X) IF TO THE COMPANY, TO THE ADDRESS SET FORTH ON THE COMPANY ACCEPTANCE,

(Y) IF TO INVESTOR, TO THE ADDRESS SET FORTH ON THE SIGNATURE PAGE HERETO, OR

(Z) TO SUCH OTHER ADDRESS AS EITHER AFFILIATED WITH EITHER OF THE PARTIES. WITHIN ONE (1) BUSINESS DAY FROM THE DATE FOR RECEIPT OF SUCH LIST, THE INVESTOR OR THE COMPANY WILL DESIGNATE TO THE OTHER BY WRITTEN NOTICE.

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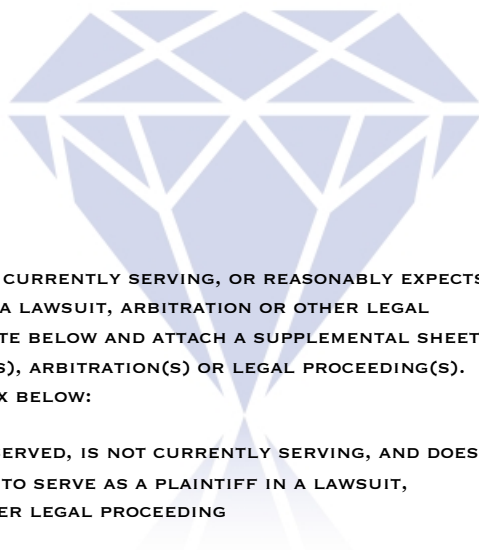
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6.11. LEGAL PROCEEDINGS

IF INVESTOR HAS SERVED, IS CURRENTLY SERVING, OR REASONABLY EXPECTS TO SERVE AS A PLAINTIFF IN A LAWSUIT, ARBITRATION OR OTHER LEGAL PROCEEDING, PLEASE INDICATE BELOW AND ATTACH A SUPPLEMENTAL SHEET DESCRIBING SUCH LAWSUIT(S), ARBITRATION(S) OR LEGAL PROCEEDING(S). CHECK THE APPROPRIATE BOX BELOW:

- INVESTOR HAS NOT SERVED, IS NOT CURRENTLY SERVING, AND DOES NOT REASONABLY EXPECT TO SERVE AS A PLAINTIFF IN A LAWSUIT, ARBITRATION OR OTHER LEGAL PROCEEDING
- INVESTOR HAS SERVED, IS CURRENTLY SERVING, AND/OR REASONABLY EXPECTS TO SERVE AS A PLAINTIFF IN A LAWSUIT, ARBITRATION OR OTHER LEGAL PROCEEDING (SEE ATTACHED SUPPLEMENT)

6.12. ADDITIONAL INFORMATION

INVESTOR AGREES TO PROVIDE TO THE COMPANY SUCH ADDITIONAL INFORMATION REGARDING INVESTOR AS THE COMPANY MAY REASONABLY REQUEST IN ORDER TO ASSURE OR DEMONSTRATE COMPLIANCE WITH APPLICABLE SECURITIES LAW OR OTHER LAWS OR FOR ANY OTHER LEGITIMATE PURPOSE.

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IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS AGREEMENT FOR THE 441414 PURCHASE OF NOTES TO BE ISSUED BY THE COMPANY IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT SET FORTH BELOW. UPON ACCEPTANCE OF THIS AGREEMENT BY THE COMPANY, THE COMPANY WILL DELIVER THE AGREEMENT TO THE INVESTOR.

COMMITMENT TO PURCHASE NOTES

MAXIMUM AGGREGATE PRINCIPAL AMOUNT TO BE LOANED TO THE COMPANY ("COMMITTED PRINCIPAL"): US\${INVESTMENT AMOUNT}

IN ACCORDANCE WITH FEDERAL ANTI MONEY LAUNDERING LAWS. THE COMPANY REQUIRES THAT YOU FURNISH A COPY OF YOUR VALID STATE ID CARD, STATE DL CARD, OR US PASSPORT.

INVESTOR INFORMATION

LEGAL NAME CELL PHONE EMAIL

LEGAL ADDRESS DATE OF BIRTH SSN

TAX FILING STATUS TODAYS DATE SIGNATURE

	<p>bK02</p> <p>NOTE PURCHASE AGREEMENT</p> <p>THURSDAY, MARCH 10, 2022</p>	
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COMPANY ACCEPTANCE

THE UNDERSIGNED HEREBY ACCEPTS THE FOREGOING NOTE PURCHASE AGREEMENT AND AGREES TO ISSUE ONE OR MORE NOTES TO THE INVESTOR UPON PAYMENT PURSUANT TO SECTION 1.1 OF THE NOTE PURCHASE AGREEMENT, BUT NOT TO EXCEED THE COMMITTED PRINCIPAL AMOUNT SET FORTH BELOW.

AUTHORIZED REPRESENTATIVE SIGNING ON BEHALF OF
PROPERTY PROS CAPITAL, LLC

COMMITTED PRINCIPLE

PRINTED NAME SIGNATURE

INDIVIDUAL INVESTOR

TODAY'S DATE:

PRINTED NAME: SIGNATURE



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EXHIBIT A

SECURITIES LAWS REPRESENTATIONS
THURSDAY, MARCH 10, 2022

TO BE QUALIFIED TO INVEST IN THE SECURITIES, THE INVESTOR MUST BE AN "ACCREDITED INVESTOR" AS THAT TERM IS DEFINED IN RULE 501(A) OF REGULATION D PROMULGATED UNDER SECTION 4(A)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT").

THE ISSUER WILL RELY UPON THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED IN THIS QUESTIONNAIRE AS WELL AS THROUGH ADDITIONAL REASONABLE STEPS IN ESTABLISHING THAT THE ISSUANCE OF THE SECURITIES IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

ACCORDINGLY, THE INVESTOR IS OBLIGATED TO READ THIS QUESTIONNAIRE CAREFULLY AND TO ANSWER THE ITEMS CONTAINED HEREIN COMPLETELY AND ACCURATELY.

ALL INFORMATION CONTAINED IN THIS QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. HOWEVER, THE INVESTOR UNDERSTANDS AND AGREES THAT THE ISSUER MAY PRESENT, UPON GIVING PRIOR NOTICE TO THE INVESTOR, THIS QUESTIONNAIRE TO SUCH PARTIES AS THE ISSUER DEEMS APPROPRIATE IF CALLED UPON TO ESTABLISH THAT THE ISSUANCE OF THE SECURITIES (I) IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR (II) MEETS THE REQUIREMENTS OF APPLICABLE STATE SECURITIES LAWS; PROVIDED HOWEVER THAT THE ISSUER NEED NOT GIVE PRIOR NOTICE TO THE INVESTOR OF ITS PRESENTATION OF THIS QUESTIONNAIRE TO THE ISSUER'S REGULARLY EMPLOYED LEGAL, ACCOUNTING AND FINANCIAL ADVISORS.

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EXHIBIT A

SECURITIES LAWS REPRESENTATIONS

THURSDAY, MARCH 10, 2022



THE INVESTOR UNDERSTANDS THAT THIS QUESTIONNAIRE IS MERELY A REQUEST FOR INFORMATION AND IS NOT AN OFFER TO SELL, A SOLICITATION OF AN OFFER TO BUY, OR A SALE OF THE SECURITIES. THE INVESTOR ALSO UNDERSTANDS THAT THE INVESTOR MAY BE REQUIRED TO FURNISH ADDITIONAL INFORMATION.

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EXHIBIT A

INVESTOR QUESTIONNAIRE
THURSDAY, MARCH 10, 2022



PLEASE NOTE THE FOLLOWING INSTRUCTIONS BEFORE COMPLETING
THIS INVESTOR QUESTIONNAIRE.

UNLESS INSTRUCTED OTHERWISE, THE INVESTOR SHOULD ANSWER EACH QUESTION ON THE QUESTIONNAIRE. IF THE ANSWER TO A PARTICULAR QUESTION IS "NONE" OR "NOT APPLICABLE," PLEASE SO STATE. IF THE QUESTIONNAIRE DOES NOT PROVIDE SUFFICIENT SPACE TO ANSWER A QUESTION, PLEASE ATTACH A SEPARATE SCHEDULE TO YOUR EXECUTED QUESTIONNAIRE THAT INDICATES WHICH QUESTION IS BEING ANSWERED THEREON. PERSONS HAVING QUESTIONS CONCERNING ANY OF THE INFORMATION REQUESTED IN THIS QUESTIONNAIRE SHOULD CONSULT WITH THEIR PURCHASER REPRESENTATIVE OR REPRESENTATIVES, LAWYER, ACCOUNTANT OR BROKER

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	<p>b602</p> <p>CONFIDENTIAL INVESTOR DATA</p> <p>THURSDAY, MARCH 10, 2022</p>	
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NAME: _____

EMPLOYMENT AND BUSINESS EXPERIENCE

D.O.B:

BUSINESS:

PRESENT OCCUPATION:

SALARY:

DO YOU OWN YOUR OWN BUSINESS?

ARE YOU OTHERWISE EMPLOYED?

NAME AND TYPE OF BUSINESS EMPLOYED BY OR OWNED:

PRESENT TITLE

POSITION:

	<div>bK02</div> <div>EXHIBIT A</div> <div>INVESTOR QUESTIONNAIRE</div> <div>THURSDAY, MARCH 10, 2022</div>
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LENGTH OF SERVICE IN PRESENT TITLE:

OCCUPATION:

NAME OF EMPLOYER:

OWNED BUSINESS:

YEARS OF SERVICE:

DO YOU HAVE ANY PROFESSIONAL LICENSES OR REGISTRATIONS, INCLUDING
BAR ADMISSIONS, ACCOUNTING CERTIFICATES, REAL ESTATE BROKERAGE
LICENSES, INVESTMENT ADVISER REGISTRATIONS AND SEC OR STATE
BROKER-DEALER REGISTRATIONS?

YES: _____ No: _____

IF YES, PLEASE LIST SUCH LICENSES OR REGISTRATIONS, THE DATE(S) YOU
RECEIVED THE SAME, AND WHETHER THEY ARE IN GOOD STANDING:

MY INVESTMENT OBJECTIVE: CAPITAL APPRECIATION



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b602

EXHIBIT A

INVESTOR QUESTIONNAIRE

THURSDAY, MARCH 10, 2022

6. INVESTOR STATUS

TO BE QUALIFIED TO INVEST IN THE SECURITIES, THE INVESTOR MUST BE AN ACCREDITED INVESTOR. PLEASE CHECK THE APPROPRIATE REPRESENTATION THAT APPLIES TO YOU.

I AM AN ACCREDITED INVESTOR (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT) BECAUSE I CERTIFY THAT (CHECK ALL APPROPRIATE DESCRIPTIONS THAT APPLY):

A. I AM A NATURAL PERSON WHOSE INDIVIDUAL NET WORTH, OR JOINT NET WORTH WITH MY SPOUSE, EXCEEDS \$1,000,000. FOR PURPOSES OF THIS ITEM 6, "NET WORTH" MEANS THE EXCESS OF TOTAL ASSETS AT FAIR MARKET VALUE (INCLUDING PERSONAL AND REAL PROPERTY, BUT EXCLUDING THE ESTIMATED FAIR MARKET VALUE OF A PERSON'S PRIMARY HOME) OVER TOTAL LIABILITIES. TOTAL LIABILITIES EXCLUDE ANY MORTGAGE ON THE PRIMARY HOME IN AN AMOUNT OF UP TO THE HOME'S ESTIMATED FAIR MARKET VALUE AS LONG AS THE MORTGAGE WAS INCURRED MORE THAN 60 DAYS BEFORE THE SECURITIES ARE PURCHASED, BUT INCLUDES (I) ANY MORTGAGE AMOUNT IN EXCESS OF THE HOME'S FAIR MARKET VALUE AND (II) ANY MORTGAGE AMOUNT THAT WAS BORROWED DURING THE 60-DAY PERIOD BEFORE THE CLOSING DATE FOR THE SALE OF SECURITIES FOR THE PURPOSE OF INVESTING IN THE SECURITIES.

I AM A NATURAL PERSON WHO HAD INDIVIDUAL INCOME EXCEEDING \$200,000 IN EACH OF THE LAST TWO CALENDAR YEARS AND I HAVE A REASONABLE EXPECTATION OF REACHING THE SAME INCOME LEVEL IN THE CURRENT CALENDAR YEAR. FOR PURPOSES OF THIS SECTION 6, "INCOME" MEANS ANNUAL ADJUSTED GROSS INCOME, AS REPORTED FOR FEDERAL INCOME TAX PURPOSES, PLUS (I) THE AMOUNT OF ANY TAX-EXEMPT INTEREST INCOME RECEIVED; (II) THE AMOUNT OF LOSSES CLAIMED AS A LIMITED PARTNER IN A LIMITED PARTNERSHIP; (III) ANY DEDUCTION CLAIMED FOR DEPLETION; (IV) AMOUNTS CONTRIBUTED TO AN IRA OR KEOGH RETIREMENT PLAN; (V) ALIMONY PAID; AND (VI) ANY GAINS EXCLUDED FROM THE EXHIBIT

PROPERTY PROS CAPITAL, LLC



EXHIBIT A
INVESTOR QUESTIONNAIRE
THURSDAY, MARCH 10, 2022

CALCULATION OF ADJUSTED GROSS INCOME PURSUANT TO THE PROVISIONS OF SECTION 1202 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

I AM A NATURAL PERSON WHO HAD JOINT INCOME WITH MY SPOUSE EXCEEDING \$300,000 IN EACH OF THE LAST TWO CALENDAR YEARS AND I HAVE A REASONABLE EXPECTATION OF REACHING THE SAME INCOME LEVEL IN THE CURRENT CALENDAR YEAR, AS DEFINED ABOVE.

I AM A DIRECTOR, EXECUTIVE OFFICER OR GENERAL PARTNER OF THE ISSUER, OR A DIRECTOR, EXECUTIVE OFFICER OR GENERAL PARTNER OF A GENERAL PARTNER OF THE ISSUER. (FOR PURPOSES OF THIS SECTION 6, EXECUTIVE OFFICER MEANS THE PRESIDENT; ANY VICE PRESIDENT IN CHARGE OF A PRINCIPAL BUSINESS UNIT, DIVISION OR FUNCTION, SUCH AS SALES, ADMINISTRATION OR FINANCE; OR ANY OTHER PERSON OR PERSONS WHO PERFORM(S) SIMILAR POLICYMAKING FUNCTIONS FOR THE ISSUER.)

7. REPRESENTATIONS

I REPRESENT THAT:

A. I HAVE SUFFICIENT KNOWLEDGE AND EXPERIENCE IN SIMILAR INVESTMENTS TO EVALUATE THE MERITS AND RISKS OF AN INVESTMENT IN THE COMPANY, OR I HAVE RETAINED AN ATTORNEY, ACCOUNTANT, FINANCIAL ADVISOR OR CONSULTANT AS MY PURCHASER REPRESENTATIVE. IF APPLICABLE, THE NAME, EMPLOYER, ADDRESS, AND TELEPHONE NUMBER OF MY PURCHASER REPRESENTATIVE FOLLOWS:

B. I AND, IF APPLICABLE, MY PURCHASER REPRESENTATIVE, HAVE RECEIVED INFORMATION REGARDING THE COMPANY AND THE SECURITIES; AND I AND, IF APPLICABLE, MY PURCHASER REPRESENTATIVE, UNDERSTAND THE INFORMATION PROVIDED AND THE RISKS INVOLVED IN THIS TRANSACTION. I



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AND, IF APPLICABLE, MY PURCHASER REPRESENTATIVE HAVE BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS AND OBTAIN MATERIAL AND RELEVANT INFORMATION FROM THE COMPANY ENABLING ME TO MAKE AN INFORMED INVESTMENT DECISION. ALL DATA THAT I AND, IF APPLICABLE, MY PURCHASER REPRESENTATIVE, HAVE REQUESTED HAS BEEN FURNISHED TO ME.

C. ANY SECURITIES I MAY ACQUIRE WILL BE FOR MY OWN ACCOUNT FOR INVESTMENT AND NOT WITH ANY VIEW TO THE DISTRIBUTION THEREOF, AND I WILL NOT SELL, ASSIGN, TRANSFER OR OTHERWISE DISPOSE OF ANY OF THE SECURITIES, OR ANY INTEREST THEREIN, IN VIOLATION OF THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAW.

D. I UNDERSTAND THAT (I) ANY SECURITIES I MAY ACQUIRE WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAW AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF UNLESS IT IS REGISTERED OR SOLD OR OTHERWISE DISPOSED OF IN A TRANSACTION THAT IS EXEMPT FROM SUCH REGISTRATION AND (II) THE CERTIFICATES REPRESENTING THE SECURITIES WILL BEAR APPROPRIATE LEGENDS RESTRICTING THE TRANSFERABILITY THEREOF.

E. IF APPLICABLE, I HAVE NOT INCURRED ANY DEBT SECURED BY MY PRIMARY RESIDENCE FOR THE PURPOSE OF INFLATING MY NET WORTH TO QUALIFY AS AN ACCREDITED INVESTOR OR FOR THE PURPOSE OF RAISING FUNDS TO INVEST IN THE SECURITIES. BETWEEN THE DATE I COMPLETE THIS QUESTIONNAIRE AND THE DATE THE SECURITIES ARE SOLD, I DO NOT INTEND TO, AND WILL NOT, INCUR ANY DEBT TO BE SECURED BY MY PRIMARY RESIDENCE FOR THE PURPOSE OF EITHER INFLATING MY NET WORTH TO QUALIFY AS AN ACCREDITED INVESTOR OR RAISING FUNDS TO INVEST IN THE SECURITIES.

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EXHIBIT A

INVESTOR QUESTIONNAIRE
THURSDAY, MARCH 10, 2022



I UNDERSTAND THAT THE COMPANY WILL RELY UPON THE COMPLETENESS AND ACCURACY OF THE INVESTOR'S RESPONSES TO THE QUESTIONS IN THIS QUESTIONNAIRE IN ESTABLISHING THAT THE CONTEMPLATED TRANSACTIONS ARE EXEMPT FROM THE SECURITIES ACT AND HEREBY AFFIRM THAT ALL SUCH RESPONSES ARE ACCURATE AND COMPLETE. I WILL NOTIFY THE COMPANY IMMEDIATELY OF ANY CHANGES IN ANY OF SUCH INFORMATION OCCURRING PRIOR TO THE ACCEPTANCE OF MY SUBSCRIPTION.

8. MANNER OF SOLICITATION

PLEASE STATE THE MANNER IN WHICH YOU BECAME AWARE OF THE INVESTMENT (I.E., BY PERSONAL CONTACT OR ACQUAINTANCE WITH AN INVESTMENT ADVISOR OR COUNSELOR, WITH THE COMPANY'S PERSONNEL, A BROKER-DEALER, OR OTHERWISE), THE NAME OF THE CONTACT PERSON, AND THE DATE SUCH CONTACT WAS MADE:

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EXHIBIT B

FORM W-9

THURSDAY, MARCH 10, 2022



(DOCUMENT IS ATTACHED)

PROPERTY PROS CAPITAL, LLC



b602
EXHIBIT C

FORM OF PROMISSORY NOTE
THURSDAY, MARCH 10, 2022

AN INVESTMENT IN PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (THE "COMPANY") INVOLVES A HIGH DEGREE OF RISK AND IS VERY SPECULATIVE. PARTICIPATING IN THIS INVESTMENT COULD RESULT IN A COMPLETE LOSS OF ANY SUCH INVESTMENT IN THE COMPANY. BY PARTICIPATING IN THIS OFFERING, THE INVESTOR IS REPRESENTING TO THE COMPANY THAT IT IS ABLE TO BEAR THE SUBSTANTIAL ECONOMIC RISKS OF THE INVESTMENT IN THIS NOTE, HAS NO NEED FOR LIQUIDITY IN SUCH INVESTMENT AND, AT THE PRESENT TIME, COULD AFFORD A COMPLETE LOSS OF SUCH INVESTMENT.

THE NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), NOR UNDER THE SECURITIES LAWS OF ANY STATE (COLLECTIVELY WITH THE SECURITIES ACT, THE "ACTS"), AND THE COMPANY IS UNDER NO OBLIGATION TO REGISTER THE NOTE UNDER THE ACTS IN THE FUTURE.

THE NOTE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT (A) IN ACCORDANCE WITH THE TERMS OF THIS NOTE AND (B) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER THE ACTS OR AN OPINION OF COUNSEL, IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, THAT AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACTS IS AVAILABLE FOR SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION.

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED THIS NOTE. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

PROPERTY PROS CAPITAL, LLC



THURSDAY, MARCH 10, 2022

**P R O P E R T Y P R O S C A P I T A L , L L C ,
A N A R I Z O N A L I M I T E D L I A B I L I T Y C O M P A N Y**

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("BORROWER"), PROMISES TO PAY TO {NAME OF INVESTOR} AN INDIVIDUAL INVESTOR ("HOLDER") ON OR BEFORE THE MATURITY DATE (AS DEFINED BELOW) THE PRINCIPLE AMOUNT OF {SPELLED OUT AMOUNT} & 00/100 IN UNITED STATES DOLLARS ({PRINCIPLE}.00) + ({INTEREST}.00 INTEREST AFTER 100 DAYS, OR SUCH LESSER AMOUNT AS IS OUTSTANDING FROM TIME TO TIME. THE SUM OF THE COMBINED TOTAL PRINCIPAL BALANCE AND UNPAID ACCUMULATED INTEREST TOGETHER \$& 00/100 UNITED STATES DOLLARS

WITH INTEREST ON THE PRINCIPAL BALANCE OUTSTANDING FROM TIME TO TIME FROM THE DATE HEREOF.

THE FOLLOWING IS A STATEMENT OF THE RIGHTS OF HOLDER AND BORROWER UNDER THIS SECURED PROMISSORY NOTE (THIS "NOTE") AND THE CONDITIONS TO WHICH THIS NOTE IS SUBJECT AND TO WHICH HOLDER, BY THE ACCEPTANCE OF THIS NOTE, AGREES:

1. **PRINCIPAL.** ON THE ONE HUNDREDTH DAY FROM THE DATE FUNDS CLEAR (AS MAY BE EXTENDED PURSUANT TO THIS SECTION 1, THE "MATURITY DATE"), THE ENTIRE UNPAID PRINCIPAL BALANCE OF THIS NOTE, IF NOT SOONER PAID, WILL BE DUE AND PAYABLE. BORROWER MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, EXTEND THE MATURITY DATE FOR UP TO EIGHT (8) ONE HUNDRED DAY PERIODS UPON WRITTEN NOTICE TO HOLDER NO LATER THAN THE MATURITY DATE THEN IN EFFECT.



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PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

SECURED PROMISSORY NOTE

2. INTEREST. THIS NOTE BEARS INTEREST AT A FIXED DAILY RATE OF 1/30 OF A PERCENT (12.17%) PER ANNUM (BASED ON A 360-DAY YEAR), WHICH INTEREST WILL BE CALCULATED DAILY USING A 30-DAY STANDARDIZED MONTH. THE INTEREST CALCULATION IS AS FOLLOWS: {PRINCIPLE INVESTMENT} X .01 / 30 = INTEREST OF US \$ WILL ACCRUE, AND BE DUE AND PAYABLE TO HOLDER UPON DIRECT WRITTEN REQUEST BY LENDER, DELIVERED TO BORROWER NO LATER THAN 12:00PM PST ON THE MATURITY DATE OF THE 100 DAY INVESTMENT TERM. UPON SUCH OCCURRENCE, BORROWER WILL PAY LENDER NO LATER THAN 30 DAYS PAST THE LAST DAY OF THE COMMENCED 100 CALENDAR DAY INVESTMENT TERM UNLESS LENDER ELECTS TO RENEW THEIR INVESTMENT FOR AN ADDITIONAL TERM. (SUBJECT TO AN ADJUSTMENT FOR THE START DATE OF THE TERM BASED ON THE ACTUAL DATE FUNDS CLEAR). ON THE MATURITY DATE, ALL ACCRUED AND UNPAID INTEREST ON THIS NOTE, IF NOT SOONER PAID, WILL BE LIQUID AND ACCESSIBLE UPON DIRECT WRITTEN REQUEST, PAYABLE BY CHECK, ACH, OR WIRE TRANSFER WITHOUT ANY APPLICABLE FEES OR CHARGES.

(A) AT ANY TIME, BORROWER MAY, WITHOUT PREPAYMENT PENALTY OR PREMIUM, PREPAY ALL OR ANY PORTION OF THE PRINCIPAL INDEBTEDNESS OF THE NOTE AND ANY INTEREST ACCRUED THEREON.

(B) PAYMENTS MADE BY BORROWER PURSUANT TO THIS NOTE WILL BE APPLIED (I) FIRST, TO THE REDUCTION OF ANY OUTSTANDING PRINCIPLE, AND (II) SECOND, ACCRUED, BUT UNPAID INTEREST. ANY PROVISION OF THIS NOTE MAY BE AMENDED, WAIVED OR MODIFIED ONLY UPON THE WRITTEN CONSENT OF BOTH BORROWER AND HOLDER.

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THURSDAY, MARCH 10, 2022

**P R O P E R T Y P R O S C A P I T A L , L L C ,
A N A R I Z O N A L I M I T E D L I A B I L I T Y C O M P A N Y**

SECURED PROMISSORY NOTE

6. GOVERNING LAW. THIS NOTE HAS BEEN EXECUTED AND DELIVERED, AND WILL BE DEEMED TO HAVE BEEN MADE, IN PHOENIX, ARIZONA. THIS NOTE IS GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS RULES.

7. DISPUTE RESOLUTION. ANY DISPUTE ARISING UNDER THIS NOTE WILL BE RESOLVED PURSUANT TO THE TERMS SET FORTH IN SECTION 6.4 OF THAT CERTAIN NOTE PURCHASE AGREEMENT BY AND BETWEEN BORROWER AND HOLDER DATED (THE "NOTE PURCHASE AGREEMENT").

8. WAIVERS. LENDER HEREBY WAIVES DILIGENCE, DEMAND FOR PAYMENT, PRESENTMENT FOR PAYMENT, PROTEST, NOTICE OF NONPAYMENT, NOTICE OF PROTEST, NOTICE OF INTENT TO ACCELERATE, NOTICE OF ACCELERATION, NOTICE OF DISHONOR, AND NOTICE OF NONPAYMENT, AND ALL OTHER NOTICES OR DEMANDS OF ANY KIND AND EXPRESSLY AGREES THAT, WITHOUT IN ANY WAY AFFECTING THE LIABILITY OF BORROWER, ENDORSERS, GUARANTORS, OR SURETIES, HOLDER HEREOF MAY EXTEND ANY MATURITY DATE OR THE TIME FOR ANY PAYMENT DUE HEREUNDER, ACCEPT ADDITIONAL SECURITY, RELEASE ANY PERSON LIABLE, AND RELEASE ANY SECURITY OR GUARANTY.

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SECURED PROMISSORY NOTE

9. **INTEREST RATE LIMITATION.** BORROWER HEREBY AGREES TO PAY THE SUM OF THE INTEREST RATE PROVIDED FOR HEREIN, TOGETHER WITH ANY ADDITIONAL INTEREST OR CHARGES IN CONNECTION WITH, AND PURSUANT TO, THIS NOTE. TO THE EXTENT ALL SUCH AMOUNTS PAYABLE HEREUNDER INCREASE THE EFFECTIVE YIELD WITH RESPECT TO THE NOTE, HOLDER AND BORROWER AGREE THAT NONE OF THE TERMS AND PROVISIONS CONTAINED HEREIN WILL BE CONSTRUED TO CREATE A CONTRACT FOR THE USE,

FORBEARANCE OR DETENTION OF MONEY REQUIRING PAYMENT OF INTEREST AT A RATE IN EXCESS OF THE MAXIMUM INTEREST RATE PERMITTED TO BE CHARGED BY THE LAWS OF THE STATE OF ARIZONA. IN SUCH EVENT, IF ANY HOLDER OF THIS NOTE WILL COLLECT MONIES WHICH ARE DEEMED TO CONSTITUTE INTEREST WHICH WOULD OTHERWISE INCREASE THE EFFECTIVE INTEREST RATE ON THIS NOTE TO A RATE IN EXCESS OF THE MAXIMUM RATE PERMITTED TO BE CHARGED BY THE LAWS OF THE STATE OF ARIZONA, ALL SUCH SUMS DEEMED TO CONSTITUTE INTEREST IN EXCESS OF SUCH MAXIMUM RATE WILL, AT THE OPTION OF THE HOLDER, BE CREDITED TO THE PAYMENT OF OTHER AMOUNTS PAYABLE UNDER THE NOTE OR RETURNED TO BORROWER.

10. **MAINTAINING A REGISTER; TRANSFERS OF THE NOTE.** BORROWER SHALL MAINTAIN, AT BORROWER'S OFFICE, (I) A REGISTER (THE "REGISTER") FOR THE RECORDATION OF THE NAME AND ADDRESS OF HOLDER AND AMOUNTS OWING TO SUCH HOLDER PURSUANT TO THE TERMS OF THIS NOTE, AND (II) A COPY OF EACH TRANSFER (DEFINED BELOW) DELIVERED TO BORROWER. THE ENTRIES IN THE REGISTER SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR, AND BORROWER AND HOLDER SHALL TREAT EACH PARTY WHOSE NAME IS RECORDED IN THE REGISTER PURSUANT TO THE TERMS HEREOF AS A HOLDER HEREUNDER FOR ALL PURPOSES OF THIS NOTE. THE REGISTER, OR PORTIONS THEREOF, AS REASONABLY DETERMINED BY BORROWER, SHALL BE AVAILABLE TO HOLDER AT ANY REASONABLE TIME AND FROM TIME TO TIME UPON REASONABLE PRIOR NOTICE.

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SECURED PROMISSORY NOTE

(A) HOLDER IS AUTHORIZED, WITHOUT LIMITATION, TO ASSIGN, CONVEY, DISPOSE OF, EXCHANGE, SELL OR OTHERWISE TRANSFER (EACH A "TRANSFER") ALL OR A PORTION OF THIS NOTE TO ANY INDIVIDUAL, FIRM, CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, UNLIMITED LIABILITY COMPANY, ASSOCIATION, TRUST, ESTATE, OR OTHER LEGAL ENTITY (EACH A "PERSON"); PROVIDED, THAT SUCH TRANSFER IS COMPLETED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SECTION 10. BORROWER SHALL FULLY COOPERATE WITH HOLDER, IN HOLDER'S CAPACITY AS TRANSFEROR, AND ANY PERSON, IN SUCH PERSON'S CAPACITY AS TRANSFEREE, IN EFFECTUATING SUCH TRANSFER. HOLDER AND BORROWER ACKNOWLEDGE THAT IT IS NOT POSSIBLE TO TRANSFER THIS NOTE, OR A PORTION THEREOF, OR AN INTEREST HEREIN, WITHOUT BORROWER'S CONFIRMED KNOWLEDGE OF SUCH.

(B) BORROWER IS NOT OBLIGATED TO RECOGNIZE ANY PERSON, OTHER THAN HOLDER, AS HAVING AN INTEREST IN THIS NOTE, OR ANY PORTION THEREOF, DESPITE ANY NOTICE TO THE CONTRARY, UNLESS SUCH PERSON HAS AN INTEREST IN THIS NOTE, OR A PORTION THEREOF, AS A RESULT OF A TRANSFER CONSUMMATED AS SET FORTH HEREIN.

(I) A TRANSFER OF ALL OR A PORTION OF THIS NOTE SHALL BE CONSUMMATED BY (A) HOLDER, AS TRANSFEROR, SURRENDERING THIS NOTE TO BORROWER, AND (B) UPON DOING SO, BORROWER IMMEDIATELY AND AUTOMATICALLY REISSUING THIS NOTE (OR A NEW NOTE SIMILAR, IN ALL MATERIAL RESPECTS WITH THIS NOTE) TO THE TRANSFEREE.

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SECURED PROMISSORY NOTE

(II) ALTERNATIVELY, A TRANSFER OF ALL OR A PORTION OF THIS NOTE SHALL BE CONSUMMATED THROUGH BOOK-ENTRY FORM AS CONTEMPLATED HEREIN. BORROWER COVENANTS TO MAINTAIN THE REGISTER, AND TO RECORD THE OWNERSHIP OF THIS NOTE IN BORROWER'S BOOKS AND RECORDS. AS AN ALTERNATIVE TO A TRANSFER CONTEMPLATED IN SECTION 10(B)(I), A TRANSFER OF ALL OR A PORTION OF THIS NOTE MAY BE CONSUMMATED UPON HOLDER ADVISING BORROWER, IN WRITING, OF SUCH PROPOSED TRANSFER AND DIRECTING BORROWER TO REGISTER A TRANSFER OF OWNERSHIP OF THE NOTE ON THE REGISTER. UPON RECEIPT OF SUCH WRITTEN NOTICE FROM HOLDER, BORROWER COVENANTS TO AUTOMATICALLY CHANGE THE OWNERSHIP REGISTRATION IN THE REGISTER WITH RESPECT TO SUCH TRANSFER. IN SUCH A CASE, A TRANSFER SHALL NOT BE COMPLETE UNTIL BORROWER HAS CHANGED THE REGISTRATION IN THE REGISTER WITH RESPECT TO SUCH TRANSFER.

(III) ANY ATTEMPTED OR PURPORTED TRANSFER OF THIS NOTE, OR A PORTION THEREOF, WHICH DOES NOT COMPLY WITH THE PROVISIONS OF THIS SECTION 10(B) SHALL BE NULL AND VOID AB INITIO AND OF NO FORCE AND EFFECT WHATSOEVER.

(C) BORROWER SHALL TREAT THE REGISTERED OWNER OF THIS NOTE AS THE ABSOLUTE OWNER FOR PURPOSES OF RECEIVING PAYMENT OF, OR ON ACCOUNT OF, INTEREST, PRINCIPAL AND ANY OTHER AMOUNTS DUE, AND FOR ALL OTHER PURPOSES. ALL PAYMENTS OF INTEREST, PRINCIPAL AND ANY OTHER AMOUNTS DUE HEREUNDER SHALL BE MADE TO THE REGISTERED OWNER IDENTIFIED AS HOLDER OF THIS NOTE AS OF THE APPLICABLE DATE OF SUCH PAYMENT, AS SET FORTH IN THE REGISTER.

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PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

SECURED PROMISSORY NOTE

11. STATUS OF HOLDER. HOLDER, AND IT'S DIRECT OR INDIRECT PARTNERS OR OWNERS (IF HOLDER IS A PASS THROUGH OR SIMILAR ENTITY FOR TAX PURPOSES), IS A "UNITED STATES PERSON" AS DEFINED IN CODE §7701(A)(30). IN ADDITION, HOLDER HEREBY REPRESENTS AND WARRANTS THAT:

(A) HOLDER IS THE SOLE RECORD OWNER OF THE NOTE AS WELL AS ANY OBLIGATIONS EVIDENCED BY THE NOTE IN RESPECT OF WHICH IT IS PROVIDING THE REPRESENTATIONS SET FORTH IN THIS SECTION 11;

(B) TO THE EXTENT HOLDER IS NOT TREATED AS A PARTNERSHIP (OR SIMILAR FLOW THROUGH ENTITY) FOR TAX PURPOSES, HOLDER IS THE SOLE BENEFICIAL OWNER OF THE NOTE AS WELL AS ANY OBLIGATIONS EVIDENCED BY THE NOTE IN RESPECT OF WHICH HOLDER IS PROVIDING THE REPRESENTATIONS SET FORTH IN THIS SECTION 11; AND TO THE EXTENT HOLDER IS TREATED AS A PARTNERSHIP (OR SIMILAR FLOW THROUGH ENTITY) FOR TAX PURPOSES, HOLDER'S DIRECT AND INDIRECT PARTNERS ARE THE SOLE BENEFICIAL OWNERS OF THE NOTE AS WELL AS ANY OBLIGATIONS EVIDENCED BY THE NOTE IN RESPECT OF WHICH HOLDER IS PROVIDING THE REPRESENTATIONS SET FORTH IN THIS SECTION 11; AND

(C) HOLDER HAS (AND, AS APPLICABLE, HOLDER'S DIRECT AND INDIRECT PARTNERS, IF ANY, HAVE) PROVIDED BORROWER WITH THE AN IRS FORMS W-9, IN EACH INSTANCE CONFIRMING THAT NO BACKUP WITHHOLDING IS REQUIRED WITH RESPECT TO THE PAYMENTS BY BORROWER UNDER THIS NOTE. HOLDER SHALL PROMPTLY NOTIFY BORROWER AT ANY TIME THAT (I) HOLDER DETERMINES THAT IT IS NO LONGER IN A POSITION TO PROVIDE ANY PREVIOUSLY DELIVERED IRS FORM W-9, (II) HOLDER IS NO LONGER ABLE TO MAKE ANY OF THE REPRESENTATIONS OR WARRANTIES SET FORTH IN THIS SECTION 11, OR (III) ANY OF THE REPRESENTATIONS OR WARRANTIES SET FORTH IN THIS SECTION 11 ARE NO LONGER TRUE. IN ADDITION, EACH SUCH PARTY PROVIDING AN IRS FORM W-9 SHALL DELIVER SUCH FORM PROMPTLY

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SECURED PROMISSORY NOTE

UPON THE OBSOLESCENCE OR INVALIDITY OF ANY FORM PREVIOUSLY
DELIVERED BY SUCH PARTY.

12. **BACKUP WITHHOLDING.** IF BORROWER IS REQUIRED BY LAW TO DEDUCT
AND WITHHOLD ANY TAXES, WITHHOLDINGS OR BACKUP WITHHOLDINGS WITH
RESPECT TO ANY PAYMENTS UNDER THIS NOTE, THEN ANY AMOUNTS SO
DEDUCTED, WITHHELD AND PAID TO THE APPLICABLE GOVERNMENTAL
AUTHORITY SHALL BE TREATED UNDER THIS NOTE AS TIMELY PAID TO THE
AFFECTED HOLDER.

13. **GRANT OF SECURITY INTEREST.** AS A CONDITION FOR HOLDER TO AGREE TO
LEND BORROWER THE FUNDS CONTEMPLATED HEREIN, BORROWER'S MEMBERS
GRANT TO HOLDER A SECURITY INTEREST IN THE MEMBERSHIP INTERESTS OF
THE COMPANY, SUBJECT TO THE INTER-CREDITOR AGREEMENT BETWEEN
HOLDER AND OTHER HOLDERS OF NOTES SIMILAR IN FORM TO THIS NOTE. THIS
SECURITY INTEREST IS GRANTED TO SECURE THE DEBT EVIDENCED BY THIS
NOTE AND ALL COSTS AND EXPENSES INCURRED BY HOLDER IN THE
COLLECTION OF THE DEBT.

14. **MISCELLANEOUS.**

(A) **ENTIRE AGREEMENT: SUCCESSORS AND ASSIGNS.** THIS NOTE, TOGETHER
WITH THE NOTE PURCHASE AGREEMENT AND OTHER NOTE TRANSACTION
DOCUMENTS (AS THAT TERM IS DEFINED IN THE NOTE PURCHASE
AGREEMENT), CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BORROWER
AND HOLDER RELATIVE TO THE SUBJECT MATTER HEREOF. ANY PREVIOUS
AGREEMENT BETWEEN BORROWER AND HOLDER RELATED TO THE SUBJECT
MATTER HEREOF IS SUPERSEDED BY THIS NOTE. THIS NOTE AND THE
OBLIGATIONS HEREUNDER MAY NOT BE ASSIGNED OR OTHERWISE
TRANSFERRED BY HOLDER, WHETHER VOLUNTARILY OR INVOLUNTARILY,

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THURSDAY, MARCH 10, 2022

**P R O P E R T Y P R O S C A P I T A L , L L C ,
A N A R I Z O N A L I M I T E D L I A B I L I T Y C O M P A N Y**

SECURED PROMISSORY NOTE

WITHOUT THE PRIOR WRITTEN CONSENT OF BORROWER (WHICH CONSENT MAY BE GIVEN OR WITHHELD IN BORROWER'S SOLE AND ABSOLUTE DISCRETION). ANY SUCH ATTEMPTED ASSIGNMENT OR TRANSFER WILL BE VOID AND OF NO FORCE OR EFFECT. THE TERMS AND CONDITIONS OF THIS NOTE WILL INURE TO THE BENEFIT OF AND BE BINDING UPON THE RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS OF THE PARTIES HERETO.

(B) NOTICES. ANY NOTICE, DEMAND OR REQUEST REQUIRED OR PERMITTED TO BE GIVEN UNDER THIS NOTE WILL BE IN WRITING AND WILL BE DEEMED GIVEN

(I) WHEN DELIVERED PERSONALLY (INCLUDING BY RECOGNIZED NATIONAL OR INTERNATIONAL COURIER),

(II) WHEN RECEIPT IS CONFIRMED IF SENT BY FACSIMILE, OR

(III) TEN (10) DAYS AFTER DEPOSITED IN THE MAIL, IF MAILED BY REGISTERED OR CERTIFIED MAIL, WITH POSTAGE PREPAID, AND ADDRESSED TO THE PARTIES AS SET FORTH BELOW (OR TO SUCH OTHER ADDRESS AS EITHER BORROWER OR HOLDER WILL DESIGNATE TO THE OTHER BY WRITTEN NOTICE:

IF TO HOLDER IF TO BORROWER:

ATTENTION: PROPERTY PROS

PHONE: FAX #714-464-4347

PROPERTY PROS CAPITAL, LLC



THURSDAY, MARCH 10, 2022

**P R O P E R T Y P R O S C A P I T A L , L L C ,
A N A R I Z O N A L I M I T E D L I A B I L I T Y C O M P A N Y**

SECURED PROMISSORY NOTE

ANY PAYMENTS DUE HOLDER HEREUNDER WILL BE MADE BY CHECK DELIVERED TO THE NAME AND ADDRESS OF HOLDER AS SET FORTH IN SECTION 14(B) ABOVE, (II) BY WIRE TRANSFER TO A BANK ACCOUNT DESIGNATED BY HOLDER, OR (III) SUCH OTHER ADDRESS OR BANK ACCOUNT AS HOLDER WILL ADVISE BORROWER IN WRITING.

(D) SEVERABILITY

IF ANY PROVISION OF THIS NOTE, OR THE APPLICATION OF ANY SUCH PROVISION TO ANY PERSON OR CIRCUMSTANCE, IS HELD TO BE UNENFORCEABLE OR INVALID BY ANY COURT OF COMPETENT JURISDICTION OR UNDER ANY APPLICABLE LAW, BORROWER AND HOLDER WILL NEGOTIATE AN EQUITABLE ADJUSTMENT TO THE PROVISIONS OF THIS NOTE WITH A VIEW TO EFFECTING, TO THE GREATEST EXTENT POSSIBLE, THE ORIGINAL PURPOSE AND INTENT OF THIS NOTE, AND IN ANY EVENT, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS NOTE WILL NOT BE AFFECTED THEREBY.

(E) HEADINGS.

THE HEADINGS OF THE SECTIONS OF THIS NOTE ARE FOR CONVENIENCE AND WILL NOT SOLELY DETERMINE THE INTERPRETATION OF THIS NOTE.

IN WITNESS WHEREOF, BORROWER HAS CAUSED THIS NOTE TO BE SIGNED AS OF THE DATE FIRST WRITTEN ABOVE.

PAYEE: PROPERTY PROS CAPITAL, LLC

FOR THE SOLE PURPOSE OF GRANTING THE SECURITY INTEREST DESCRIBED IN SECTION 13 HEREOF:

PROPERTY PROS CAPITAL, LLC

THIS INTER CREDITOR AGREEMENT (THIS “AGREEMENT”), DATED AS OF _____, IS ENTERED INTO BY AND AMONG THE INDIVIDUALS/ENTITIES SET FORTH ON THE SIGNATURE PAGES APPENDED TO THIS AGREEMENT (REFERRED TO INDIVIDUALLY AS A “LENDER” AND COLLECTIVELY REFERRED TO AS THE “LENDING GROUP”).

RECITALS

A.) PURSUANT TO THAT CERTAIN CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM DATED SEPTEMBER 7, 2021, AND EACH RELATED NOTE PURCHASE AGREEMENT (COLLECTIVELY, THE “OFFERING DOCUMENTS”), EACH LENDER AND PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (“COMPANY”), HAVE NEGOTIATED THE TERMS AND CONDITIONS OF SEPARATE SECURED PROMISSORY NOTES (COLLECTIVELY, THE “NOTES”). COMPANY HAS AGREED TO SECURE ITS OBLIGATIONS UNDER THE NOTES BY GRANTING THE LENDING GROUP A SECURITY INTEREST IN ITS MEMBERSHIP INTERESTS (THE “COLLATERAL”).

B.) THE LENDING GROUP AS A WHOLE AND EACH LENDER INDIVIDUALLY DESIRE BY THIS AGREEMENT TO ESTABLISH EACH LENDER’S RELATIVE RIGHTS AND PRIORITIES WITH RESPECT TO THEIR SECURED INTEREST AND RIGHTS IN THE COLLATERAL AND TO AGREE TO PROCEDURES FOR ENFORCING RIGHTS AGAINST THE COMPANY’S MEMBERSHIP INTERESTS IN THE EVENT OF DEFAULT.

AGREEMENT

IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY EXPRESSLY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:



INTER-CREDITOR AGREEMENT
THURSDAY, MARCH 10, 2022

1. INCORPORATION OF RECITALS. THE ABOVE STATED RECITALS ARE INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

2. DEFINITIONS. ALL CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE OFFERING DOCUMENTS.

3. APPOINTMENT OF LENDER REPRESENTATIVE. THE LENDING GROUP MAY ELECT TO APPOINT A REPRESENTATIVE (THE "LENDER REPRESENTATIVE") TO ACT ON BEHALF OF THE LENDING GROUP, INCLUDING DELEGATION OF THE AUTHORITY TO EXECUTE AND DELIVER NECESSARY DOCUMENTS AND AGREEMENTS, AND TO PERFORM MINISTERIAL DUTIES ON BEHALF OF LENDER.

4. RATABLE SHARING OF COLLATERAL. EACH LENDER ACKNOWLEDGES AND IT IS THE INTENT OF THE LENDING GROUP THAT EACH LENDER HEREBY AGREES (AND EACH LENDER HAS IRREVOCABLY ADVISED AND INSTRUCTED COMPANY TO RECOGNIZE) THAT EACH LENDER SHALL PARTICIPATE IN A PERCENTAGE OF THE COLLATERAL CALCULATED AS THE RATIO OF EACH LENDER'S PARTICIPATING INTEREST IN THE NOTES (THE "PARTICIPATING INTEREST") TO THE TOTAL PRINCIPAL AND INTEREST OWED AT ANY TIME UNDER THE NOTES.

5. FORECLOSURE. IF AN EVENT OF DEFAULT AS DEFINED IN THE NOTES (A "DEFAULT") SHALL HAVE OCCURRED AND IS CONTINUING, THOSE LENDERS HOLDING A MAJORITY OF THE PARTICIPATING INTERESTS IN THE NOTES SHALL NOTIFY THE LENDER REPRESENTATIVE OF SUCH DEFAULT AND DIRECT THE LENDER REPRESENTATIVE WITH THE COURSE OF ACTION TO TAKE IN ENFORCING THE LENDING GROUP'S RIGHTS AND REMEDIES UNDER THE NOTES AGAINST THE COMPANY AND COLLATERAL INCLUDING FORECLOSING ON THE COLLATERAL IF NECESSARY. IN THE EVENT OF FORECLOSURE ON THE COLLATERAL, THE



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LENDER REPRESENTATIVE SHALL CAUSE TITLE TO VEST IN THE NAMES OF EACH LENDER, WITH INTERESTS IN THE COLLATERAL IN ACCORDANCE WITH ITS PARTICIPATING INTEREST. THE LENDING GROUP MAY ALSO DIRECT LENDER REPRESENTATIVE TO EXERCISE ANY FURTHER RIGHTS OR REMEDIES UNDER THE NOTES. ANY PROCEEDS RECEIVED FROM ANY SUCH FORECLOSURE, REMEDIAL ACTION, REDEMPTION OR RECEIVERSHIP PROCEEDING RELATED TO THE COLLATERAL SHALL BE SHARED BETWEEN THE LENDERS PARI PASSU IN A MANNER PROPORTIONATE TO THEIR INTEREST IN THE COLLATERAL AT THE TIME OF DETERMINATION.

6. APPLICATION OF PAYMENTS WITH RESPECT TO THE COLLATERAL. IN THE EVENT OF ANY FORECLOSURE, SALE OR OTHER DISPOSITION OF OR REALIZATION IN ANY MANNER UPON ANY OF THE COLLATERAL, ALL MONIES OR OTHER PROPERTY COLLECTED OR RECEIVED BY ANY LENDER OR THE LENDER REPRESENTATIVE WITH RESPECT TO THE COLLATERAL, IN EXCESS OF THE AMOUNT PAID TO DISCHARGE LIENS UPON THE COLLATERAL (IF ANY), SHALL BE DISTRIBUTED BY THE COLLECTING LENDER OR LENDER REPRESENTATIVE AS FOLLOWS:

6.1. FIRST: TO THE LENDER REPRESENTATIVE IN THE AMOUNT OF, AND TO APPLY TO, THE PAYMENT OF REASONABLE COSTS AND EXPENSES INCURRED BY LENDER REPRESENTATIVE IN CONNECTION WITH THE ADMINISTRATION AND ENFORCEMENT OF THIS AGREEMENT, INCLUDING THE REASONABLE FEES AND OUT-OF-POCKET EXPENSES OF COUNSEL EMPLOYED BY THE LENDER REPRESENTATIVE TO THE EXTENT THAT SUCH FEES, ADVANCES, COSTS AND EXPENSES, SHALL NOT PREVIOUSLY HAVE BEEN PAID OR REIMBURSED TO THE LENDER REPRESENTATIVE;

6.2. SECOND: TO THE RATABLE, PARI PASSU PAYMENT OF ANY ADVANCES MADE BY ANY OF THE LENDERS TO SATISFY ANY LIEN OR OTHER CLAIM THAT MAY

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IMPAIR THE COLLATERAL, RATABLY ACCORDING TO THE TOTAL AMOUNTS OWING TO THE RESPECTIVE LENDERS AS A RESULT OF SUCH ADVANCES; AND

6.3. THIRD: TO EACH LENDER, PARI PASSU, IN A MANNER PROPORTIONATE TO ITS PARTICIPATING INTERESTS IN THE COLLATERAL AT THE TIME OF DETERMINATION UNTIL ALL INDEBTEDNESS AND OTHER OBLIGATIONS OWED BY COMPANY UNDER THE NOTES HAVE BEEN SATISFIED IN FULL, THEN ANY EXCESS AMOUNT TO COMPANY.

7. MISCELLANEOUS.

7.1. AMENDMENTS AND WAIVERS. ANY TERM OF THIS AGREEMENT MAY BE AMENDED WITH THE WRITTEN CONSENT OF THE PARTIES OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. ANY AMENDMENT OR WAIVER EFFECTED IN ACCORDANCE WITH THIS SECTION 7.1 SHALL BE BINDING UPON THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

7.2. GOVERNING LAW. THIS AGREEMENT AND ALL ACTS AND TRANSACTIONS PURSUANT HERETO AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

7.3. COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN TWO OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE INSTRUMENT.

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INTER-CREDITOR AGREEMENT
THURSDAY, MARCH 10, 2022

7.4. NOTICES. ANY NOTICE REQUIRED OR PERMITTED BY THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE DEEMED SUFFICIENT UPON RECEIPT, WHEN DELIVERED PERSONALLY OR BY A NATIONALLY-RECOGNIZED DELIVERY SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) OR CONFIRMED FACSIMILE, OR FORTY-EIGHT (48) HOURS AFTER BEING DEPOSITED IN THE U.S. MAIL AS CERTIFIED OR REGISTERED MAIL WITH POSTAGE PREPAID, IF SUCH NOTICE IS ADDRESSED TO THE PARTY TO BE NOTIFIED AT SUCH PARTY'S ADDRESS OR FACSIMILE NUMBER AS SET FORTH BELOW OR AS SUBSEQUENTLY MODIFIED BY WRITTEN NOTICE.

7.5. SEVERABILITY. IF ONE OR MORE PROVISIONS OF THIS AGREEMENT ARE HELD TO BE UNENFORCEABLE UNDER APPLICABLE LAW, THE PARTIES AGREE TO RENEGOTIATE SUCH PROVISION IN GOOD FAITH. IN THE EVENT THAT THE PARTIES CANNOT REACH A MUTUALLY AGREEABLE AND ENFORCEABLE REPLACEMENT FOR SUCH PROVISION, THEN (I) SUCH PROVISION SHALL BE EXCLUDED FROM THIS AGREEMENT, (II) THE BALANCE OF THE AGREEMENT SHALL BE INTERPRETED AS IF SUCH PROVISION WERE SO EXCLUDED AND (III) THE BALANCE OF THE AGREEMENT SHALL BE ENFORCEABLE IN ACCORDANCE WITH ITS TERMS.

7.6. ENTIRE AGREEMENT. THIS AGREEMENT AND THE DOCUMENTS REFERRED TO HEREIN ARE THE PRODUCT OF ALL OF THE PARTIES HERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SUCH PARTIES PERTAINING TO THE SUBJECT MATTER HEREOF AND THEREOF, AND MERGE ALL PRIOR NEGOTIATIONS AND DRAFTS OF THE PARTIES WITH REGARD TO THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN. ANY AND ALL OTHER WRITTEN OR ORAL AGREEMENTS EXISTING BETWEEN THE PARTIES HERETO REGARDING SUCH TRANSACTIONS ARE EXPRESSLY CANCELED.



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INTER-CREDITOR AGREEMENT

THURSDAY, MARCH 10TH 2022

THIS INTER-CREDITOR AGREEMENT HAS BEEN DULY EXECUTED BY THE
UNDERSIGNED AS OF THE DAY AND YEAR WRITTEN BELOW:

TODAYS DATE

INVESTORS NAME INVESTORS SIGNATURE

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RECEIPT OF FUNDS CONFIRMATION

THURSDAY, MARCH 10, 2022

THANK YOU FOR YOUR INTEREST IN

**PROPERTY PROS CAPITAL, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY**

(THE "COMPANY") OFFERING OF SECURED PROMISSORY NOTES (EACH, A
"NOTE"). THE COMPANY ACKNOWLEDGES RECEIPT OF THE FUNDS FOR THE
PURCHASE OF A NOTE IN THE AMOUNT DESCRIBED BELOW.

WE VALUE YOUR TRUST AND APPRECIATE YOUR INVESTMENT. YOU SHOULD
RECEIVE A FULLY EXECUTED NOTE PURCHASE AGREEMENT WITHIN 10
BUSINESS DAYS AFTER FUNDS HAVE CLEARED.

SINCERELY,
PROPERTY PROS CAPITAL, LLC

KENNETH WILSON

PROPERTY PROS CAPITAL, LLC



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END OF PAPERWORK FOR APPLICATION

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NOTE PURCHASE BOOKLET

TUESDAY, MARCH 15, 2022

THE OFFERING AND SALE OF SECURED PROMISSORY NOTES
(COLLECTIVELY, "NOTES" AND EACH A "NOTE") ISSUED BY

**PROPERTY PROS CAPITAL, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY**

(THE "COMPANY"), IS MADE ONLY BY MEANS OF THE COMPANY'S
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM.

NOTE PURCHASE BOOKLET
FOR SECURED PROMISSORY NOTES
ISSUED BY PROPERTY PROS CAPITAL, LLC
AN ARIZONA LIMITED LIABILITY COMPANY

THE FOLLOWING PAGES CONTAIN INSTRUCTIONS, TO SERVE AS A
GUIDE TO CORRECTLY COMPLETE THE CORRESPONDING DOCUMENTS
IN ORDER TO AVOID PROCESSING DELAYS, FOLLOW THE
INSTRUCTIONS CLOSELY. INCOMPLETE NOTE PURCHASE BOOKLETS
WILL BE RETURNED TO INVESTORS FOR COMPLETION. INVESTORS
ARE ENCOURAGED TO SEEK INDEPENDENT LEGAL, INVESTMENT AND
TAX ADVICE REGARDING THEIR INDIVIDUAL CIRCUMSTANCES AND
FINANCIAL OBJECTIVES IN DETERMINING WHETHER TO PURCHASE A
NOTE ISSUED BY THE COMPANY.

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NOTE PURCHASE BOOKLET

INVESTOR INSTRUCTIONS

TUESDAY, MARCH 15, 2022

IN ORDER TO PURCHASE SECURED PROMISSORY NOTES ISSUED BY PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, PLEASE COMPLETE THE FOLLOWING:

1. INVESTOR INFORMATION:

PRINT OR TYPE THE NAME OF THE PROSPECTIVE INVESTOR, CONTACT PERSON, TELEPHONE NUMBER, FAX NUMBER, AND STATE OR NATION OF DOMICILE, TOTAL COMMITMENT OF PRINCIPAL (I.E., THE TOTAL INVESTMENT AMOUNT APPLIED FOR IN U.S. DOLLARS) AND ANY OTHER APPLICABLE INFORMATION REQUESTED ON THE COVER PAGE TO THE NOTE PURCHASE AGREEMENT.

2. STATUS OF INVESTOR:

PLEASE COMPLETE AND SIGN THE INVESTOR QUESTIONNAIRE ATTACHED HERETO AS EXHIBIT A.

3. W-9 AND ACH:

PLEASE COMPLETE, DATE AND SIGN THE FORM W-9 ATTACHED HERETO AS EXHIBIT B. IN ORDER TO HAVE INTEREST PAID VIA DIRECT DEPOSIT, PLEASE COMPLETE THE ATTACHED ACH AUTHORIZATION FORM.

4. INTER-CREDITOR AGREEMENT:

PLEASE COMPLETE AND SIGN THE INTER-CREDITOR AGREEMENT ATTACHED HERETO AS EXHIBIT D.

5. FILE RETENTION:

WE RECOMMEND RETAINING COPIES OF YOUR COMPLETED DOCUMENTS FOR YOUR PERSONAL RECORDS.

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NOTE PURCHASE BOOKLET

FUNDING INSTRUCTIONS

TUESDAY, MARCH 15, 2022

6. FUNDING BY CHECK

ANY CHECKS (INCLUDING MONEY ORDERS AND CASHIERS CHECKS) WILL BE EFFECTIVE (ACCUMULATING INTEREST) ON THE DATE FUNDS CLEAR. CHECKS MUST BE MADE PAYABLE TO: "PROPERTY PROS" MEMO: "INVESTMENT CAPITAL"

7. EXAMPLE OF CHECK:

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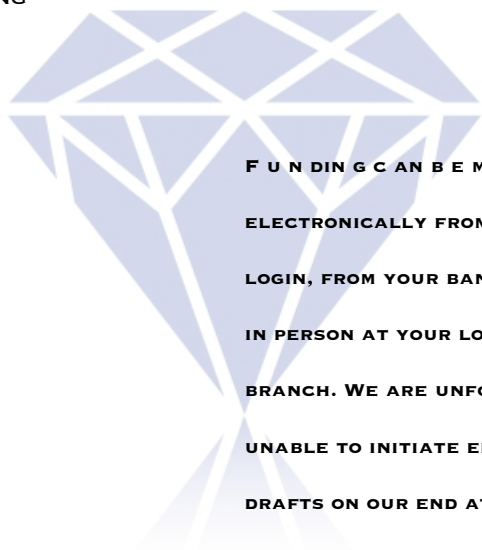
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NOTE PURCHASE BOOKLET

FUNDING INSTRUCTIONS

THURSDAY, MARCH 10, 2022

8. ELECTRONIC FUNDING



FUNDING CAN BE MADE

ELECTRONICALLY FROM YOUR MOBILE

LOGIN, FROM YOUR BANK WEBSITE, OR

IN PERSON AT YOUR LOCAL BANK

BRANCH. WE ARE UNFORTUNATELY

UNABLE TO INITIATE ELECTRONIC

DRAFTS ON OUR END AT THIS TIME.

WE CAN ACCEPT ANY OF THE

FOLLOWING FORMS OF ELECTRONIC

FUNDING: BANK TO BANK TRANSFERS,

ACH, WIRE TRANSFER, PAYPAL, AND

WE CAN ALSO REQUEST AND ACCEPT

FUNDING WITH DOCUSIGN.

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NOTE PURCHASE BOOKLET
BENEFICIARY DESIGNATION
TUESDAY, MARCH 15, 2022



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NOTE PURCHASE AGREEMENT
INVESTMENT DIRECTIVE FORM
TUESDAY, MARCH 15, 2022



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NOTE PURCHASE AGREEMENT
TUESDAY, MARCH 15, 2022

NOTE PURCHASE AGREEMENT FOR SECURED PROMISSORY NOTES
ISSUED BY:

PROPERTY PROS CAPITAL, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY

INVESTOR NAME: fugiat dolor Duis
DATE OF BIRTH: laboris exercitation dolor enim
HOME ADDRESS: est
EMAIL ADDRESS: ipsum labore
PHONE NUMBER: in
SOCIAL SECURITY: laboris elit incididunt commodo pariatur
FUNDS COMMITTED: 378109

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE
COMMISSION NOR ANY STATE REGULATORY AUTHORITY HAS
APPROVED OR DISAPPROVED THIS NOTE PURCHASE AGREEMENT OR
THE NOTES PROVIDED FOR HEREIN. ANY REPRESENTATION TO THE
CONTRARY IS UNLAWFUL.



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NOTE PURCHASE AGREEMENT

TUESDAY, MARCH 15, 2022

THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), NOR UNDER THE SECURITIES LAWS OF ANY STATE, AND THE COMPANY IS UNDER NO OBLIGATION TO REGISTER THE NOTES UNDER THE SECURITIES ACT OR ANY SUCH OTHER LAWS IN THE FUTURE.

THIS NOTE PURCHASE AGREEMENT (THIS "AGREEMENT") IS MADE AS OF THE DATE SPECIFIED ON THE ATTACHED COMPANY ACCEPTANCE PAGE (THE "CLOSING DATE"), BY AND BETWEEN PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (THE "COMPANY"), AND THE INVESTOR EXECUTING THIS AGREEMENT BELOW (THE "INVESTOR"). ALL CAPITALIZED TERMS THAT ARE NOT SPECIFICALLY DEFINED HEREIN HAVE THE SAME MEANING AS DEFINED IN THE CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM DATED SEPTEMBER 7, 2021 (THE "MEMORANDUM").

INVESTOR HEREBY AGREES AS FOLLOWS:

1. SALE OF SECURED PROMISSORY NOTES / COMMITMENT / FUNDING

SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INVESTOR HEREBY AGREES TO PURCHASE FROM THE COMPANY ONE OR MORE SECURED PROMISSORY NOTES IN THE FORM ATTACHED HERETO AS EXHIBIT C (THE "NOTE " WHEN REFERRING IN THE SINGULAR AND "NOTES " WHEN REFERRING TO MORE THAN ONE), IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT DESIGNATED ON THE SIGNATURE PAGE HEREOF (THE "COMMITTED PRINCIPAL"). INVESTOR AGREES TO FUND THE PURCHASE OF THE NOTES AND ACCEPT DELIVERY OF THE NOTES IN THE MANNER AND AT SUCH TIME AS PROVIDED IN SECTION 1.1.

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NOTE PURCHASE AGREEMENT

TUESDAY, MARCH 15, 2022

1.1. FUNDING / ISSUANCE OF SECURED PROMISSORY NOTES

WITHIN FIVE (5) DAYS OF THE COMPANY DELIVERING TO THE INVESTOR A WRITTEN REQUEST FOR FUNDING (EACH REQUEST IS REFERRED TO HEREIN AS A "FUNDING NOTICE") PURSUANT TO SECTION 6.10, INVESTOR SHALL PAY TO THE COMPANY, IN CASH IN IMMEDIATELY AVAILABLE FUNDS, THE AMOUNT DESCRIBED IN SUCH FUNDING NOTICE (ONCE PAID BY INVESTOR, SUCH FUNDED AMOUNT TOGETHER WITH ALL OTHER PORTIONS OF THE COMMITTED PRINCIPAL PREVIOUSLY FUNDED IS REFERRED TO HEREIN AS THE "FUNDED PRINCIPAL"). THE COMPANY MAY REQUEST FUNDING OF THE ENTIRE COMMITTED PRINCIPAL OR ANY PORTION THEREOF AT ANY TIME, AND FROM TIME TO TIME, DURING THE FUNDING PERIOD SO LONG AS THE FUNDED PRINCIPAL DOES NOT EXCEED THE COMMITTED PRINCIPAL. UPON INVESTOR'S PAYMENT IN COMPLIANCE WITH A FUNDING NOTICE, COMPANY SHALL ISSUE AND DELIVER TO INVESTOR A NOTE IN THE PRINCIPAL AMOUNT OF SUCH PAYMENT. AS USED HEREIN, THE TERM "FUNDING PERIOD" MEANS THE PERIOD OF TIME COMMENCING ON THE CLOSING DATE AND ENDING ON THE DATE THAT IS FIVE (5) YEARS THEREAFTER.

1.2. ACCEPTANCE BY COMPANY; IRREVOCABLE COMMITMENT:

IF THIS AGREEMENT IS ACCEPTED BY THE COMPANY, THE COMPANY'S MANAGER (THE "MANAGER") WILL EXECUTE THIS AGREEMENT AND DELIVER TO INVESTOR. THIS AGREEMENT MAY BE REJECTED IN WHOLE OR IN PART BY THE COMPANY. INVESTOR HEREBY AGREES THAT THIS AGREEMENT IS AND WILL BE IRREVOCABLE AND WILL SURVIVE AND WILL NOT BE AFFECTED BY THE SUBSEQUENT DEATH, DISABILITY, INCAPACITY, DISSOLUTION, BANKRUPTCY OR INSOLVENCY OF INVESTOR.

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NOTE PURCHASE AGREEMENT
TUESDAY, MARCH 15, 2022

2. NO MINIMUM OFFERING:

INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT THERE IS NO MINIMUM OFFERING, THERE IS NO ESCROW ACCOUNT FOR THIS NOTE OFFERING, AND THE COMPANY MAY, AND EXPECTS TO, CLOSE ON EACH NOTE PURCHASE AGREEMENT UPON ITS RECEIPT AND ACCEPTANCE BY THE COMPANY. THE PROCEEDS OF THIS OFFERING WILL BE PLACED INTO THE COMPANY'S GENERAL OPERATING ACCOUNT AND MAY BE IMMEDIATELY SPENT. THERE IS NO ASSURANCE THAT THE COMPANY WILL BE SUCCESSFUL IN RAISING ANY ADDITIONAL FUNDS BEYOND INVESTOR'S INVESTMENT. THE FUNDS RECEIVED PURSUANT TO EACH NOTE PURCHASE AGREEMENT WILL NOT BE ESCROWED BUT RATHER WILL BE DEPOSITED IMMEDIATELY INTO THE COMPANY'S WORKING CAPITAL FUND. THE COMPANY EXPECTS TO USE SUCH FUNDS IMMEDIATELY FOR WORKING CAPITAL PURPOSES REGARDLESS OF THE COMPANY'S ABILITY TO RAISE ADDITIONAL FUNDS IN THIS OR OTHER OFFERINGS. REGARDLESS OF WHETHER THE MAXIMUM OFFERING OF US\$50,000,000 OF SECURITIES IS COMPLETED, THE COMPANY WILL NOT RETURN ANY FUNDS REMITTED TO THE COMPANY PURSUANT TO A FUNDING NOTICE. BECAUSE THE FUNDS OF THIS OFFERING WILL BE COMMINGLED WITH OTHER FUNDS OF THE COMPANY IN ITS GENERAL BANK ACCOUNT, THEY WILL IMMEDIATELY BE SUBJECT TO THE CLAIMS OF ITS CREDITORS.

3. REPRESENTATIONS AND WARRANTIES

INVESTOR HAS BEEN ADVISED THAT NEITHER THE NOTES NOR THE OFFERING OF THE NOTES HAS BEEN REGISTERED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, BUT ARE BEING OFFERED AND SOLD PURSUANT TO EXEMPTIONS FROM SUCH LAWS, AND THE AVAILABILITY OF SUCH EXEMPTIONS IS PREDICATED IN PART ON INVESTOR REPRESENTATIONS CONTAINED HEREIN. THE COMPANY IS RELYING IN PART ON INVESTOR'S REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 3 FOR THE PURPOSE OF QUALIFYING FOR APPLICABLE EXEMPTIONS FROM REGISTRATION OR QUALIFICATION PURSUANT TO FEDERAL OR STATE SECURITIES LAWS, RULES AND REGULATIONS. ACCORDINGLY, INVESTOR HEREBY REPRESENTS AND WARRANTS TO THE COMPANY AS FOLLOWS:



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NOTE PURCHASE AGREEMENT

THURSDAY, MARCH 10, 2022

3.1. AUTHORITY / ENFORCEMENT

IF INVESTOR IS AN INDIVIDUAL, INVESTOR IS A COMPETENT ADULT, AND HAS THE FULL LEGAL RIGHT AND POWER AND ALL AUTHORITY REQUIRED TO ENTER INTO AND TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY AND OTHERWISE TO CARRY OUT HIS/HER OBLIGATIONS HEREUNDER. THIS AGREEMENT HAS BEEN DULY EXECUTED BY INVESTOR AND, WHEN DELIVERED IN ACCORDANCE WITH THE TERMS HEREOF, WILL CONSTITUTE THE VALID AND BINDING OBLIGATIONS OF INVESTOR, ENFORCEABLE AGAINST INVESTOR IN ACCORDANCE WITH ITS TERMS.

3.2. No Conflicts

THE EXECUTION, DELIVERY AND PERFORMANCE OF THIS AGREEMENT BY INVESTOR AND THE CONSUMMATION BY INVESTOR OF THE TRANSACTIONS CONTEMPLATED HEREBY DO NOT AND WILL NOT (A) CONFLICT WITH, OR CONSTITUTE A DEFAULT (OR AN EVENT THAT WITH NOTICE OR LAPSE OF TIME OR BOTH WOULD BECOME A DEFAULT) UNDER, OR GIVE TO OTHERS ANY RIGHTS OF TERMINATION, AMENDMENT, ACCELERATION OR CANCELLATION (WITH OR WITHOUT NOTICE, LAPSE OF TIME OR BOTH) OF, ANY AGREEMENT, CREDIT FACILITY, DEBT OR OTHER INSTRUMENT OR OTHER UNDERSTANDING TO WHICH INVESTOR IS A PARTY OR BY WHICH ANY PROPERTY OR ASSET OF INVESTOR IS BOUND OR AFFECTED, OR (B) RESULT IN A VIOLATION OF ANY LAW, RULE, REGULATION, ORDER, JUDGMENT, INJUNCTION, DECREE OR OTHER RESTRICTION OF ANY COURT OR GOVERNMENTAL AUTHORITY TO WHICH INVESTOR IS SUBJECT (INCLUDING FEDERAL AND STATE SECURITIES LAWS AND REGULATIONS), OR BY WHICH ANY PROPERTY OR ASSET OF INVESTOR IS BOUND OR AFFECTED.

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NOTE PURCHASE AGREEMENT

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3.3. LITIGATION

THERE ARE NO LEGAL PROCEEDINGS PENDING OR, TO INVESTOR'S KNOWLEDGE, THREATENED THAT ARE REASONABLY LIKELY TO PROHIBIT OR RESTRAIN THE ABILITY OF INVESTOR TO ENTER INTO THIS AGREEMENT OR CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY.

3.4. No Consent

NO CONSENT, APPROVAL, AUTHORIZATION, WRIT, RULING, ORDER, DIRECTIVE, JUDGMENT OR DECREE OF, NOTICE TO, OR REGISTRATION, DECLARATION OR FILING WITH, ANY GOVERNMENTAL AUTHORITY OR AGENCY OR ANY PERSON OR ENTITY IS REQUIRED ON THE PART OF INVESTOR IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE PERFORMANCE OF INVESTOR'S OBLIGATIONS HEREBY.

3.5. ACCREDITED INVESTOR STATUS

INVESTOR IS AN "ACCREDITED INVESTOR" (AS THAT TERM IS DEFINED IN RULE 501(A) PROMULGATED UNDER THE SECURITIES ACT) AND HAS REVIEWED AND COMPLETED EXHIBIT A HERETO. INVESTOR AGREES TO PROVIDE ANY ADDITIONAL DOCUMENTS AND INFORMATION THAT THE COMPANY REASONABLY REQUESTS FOR PURPOSES OF DETERMINING WHETHER INVESTOR IS AN ACCREDITED INVESTOR.

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3.6. TAX IDENTIFICATION

INVESTOR REPRESENTS, WARRANTS AND AGREES THAT IT WILL SUBMIT WITH THIS AGREEMENT, A PROPERLY COMPLETED FORM W-9 ATTACHED HERETO AS EXHIBIT B AND WILL COOPERATE WITH THE COMPANY UPON ITS REQUEST TO UPDATE AND MAINTAIN SUCH FORM W-9.

3.7. HIGH DEGREE OF RISK INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT AN INVESTMENT IN NOTES IS AN INVESTMENT INVOLVING A HIGH DEGREE OF RISK. INVESTOR HAS CAREFULLY READ AND UNDERSTANDS THE RISK FACTORS CONTAINED IN THE MEMORANDUM PROVIDED TO SUCH INVESTOR AND UNDERSTANDS THAT THERE CAN BE NO ASSURANCE THAT THE COMPANY WILL BE ABLE TO ACHIEVE ITS INVESTMENT OBJECTIVE.

3.8. [INTENTIONALLY OMITTED.]

RESTRICTED SECURITIES INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, ARE CHARACTERIZED AS A "RESTRICTED SECURITY" THEREUNDER, AND, THEREFORE, CANNOT BE SOLD OR TRANSFERRED UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT AND ALL APPLICABLE STATES SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

INVESTOR AGREES NOT TO SELL OR OTHERWISE TRANSFER OR DISPOSE OF THE NOTES OR ANY INTEREST THEREIN UNLESS (A) THE NOTES ARE REGISTERED UNDER THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS OR THE INVESTOR OBTAINS AN OPINION OF COUNSEL WHICH IS SATISFACTORY TO THE COMPANY THAT THE NOTES MAY BE SOLD IN RELIANCE ON AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS, AND (B) INVESTOR HAS COMPLIED IN ALL RESPECTS WITH THE TERMS AND CONDITIONS SET FORTH IN THE NOTES, INCLUDING ANY RESTRICTIONS ON TRANSFER SET FORTH THEREIN.

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3.10. NO MARKET FOR NOTES

INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT (A) THERE IS PRESENTLY NO PUBLIC MARKET FOR THE NOTES AND IT IS UNLIKELY THAT ANY PUBLIC MARKET WILL EVER DEVELOP; (B) THE COMPANY HAS NO OBLIGATION TO REGISTER ANY OF THE NOTES FOR RESALE OR TRANSFER UNDER THE SECURITIES ACT OR ANY STATE SECURITIES LAWS AND HAS NO OBLIGATION OR INTENTION TO TAKE ANY ACTION WHICH WOULD MAKE AVAILABLE AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF ANY SUCH LAWS FOR THE RESALE OR TRANSFER OF THE NOTES; (C) INVESTOR THEREFORE MAY BE PRECLUDED FROM SELLING OR OTHERWISE TRANSFERRING OR DISPOSING OF THE NOTES, OR ANY INTEREST THEREIN, FOR AN INDEFINITE PERIOD OF TIME OR AT ANY PARTICULAR TIME; AND (D) THE COMPANY MAY PLACE A LEGEND ON THE NOTES INDICATING THAT THE NOTES ARE RESTRICTED.

3.11. NO INTENT TO DISTRIBUTE OR RESELL

INVESTOR IS ACQUIRING THE NOTES FOR INVESTOR'S OWN ACCOUNT FOR INVESTMENT, WITH NO INTENTION OF DISTRIBUTING OR RESELLING ANY INTEREST THEREIN WITHIN THE MEANING OF THE SECURITIES ACT, AND WILL NOT TRANSFER THE NOTES IN VIOLATION OF THE SECURITIES ACT OR THE THEN APPLICABLE RULES OR REGULATIONS THEREUNDER OR ANY OTHER APPLICABLE LAW. INVESTOR HAS NO CONTRACT, UNDERTAKING, AGREEMENT OR ARRANGEMENT TO SELL OR

OTHERWISE TRANSFER OR DISPOSE OF THE NOTES OR ANY INTEREST THEREIN TO ANY OTHER PARTY. INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT THE COMPANY WILL HAVE NO OBLIGATION TO RECOGNIZE THE OWNERSHIP, BENEFICIAL OR OTHERWISE, OF ANY NOTES BY ANYONE OTHER THAN INVESTOR, EXCEPT AS PROVIDED IN THE NOTES.

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3.12. SUITABILITY



INVESTOR HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS TO EVALUATE THE MERITS AND RISKS OF ACQUIRING THE NOTES AND OF MAKING AN INFORMED INVESTMENT DECISION WITH RESPECT THERETO. INVESTOR HAS ADEQUATE MEANS OF PROVIDING FOR INVESTOR'S CURRENT NEEDS AND PERSONAL CONTINGENCIES, HAS NO NEED FOR LIQUIDITY IN INVESTOR'S INVESTMENT IN THE NOTES, AND IS ABLE TO BEAR THE FINANCIAL AND OTHER RISKS OF HOLDING THE NOTES FOR AN INDEFINITE PERIOD OF TIME. ALL OF INVESTOR'S INVESTMENTS IN AND COMMITMENTS TO NON-LIQUID INVESTMENTS ARE, AND AFTER THE PURCHASE OF THE NOTES WILL BE, REASONABLE IN RELATION TO INVESTOR'S NET WORTH AND CURRENT NEEDS. ANY FINANCIAL INFORMATION WHICH IS PROVIDED BY INVESTOR, OR IS SUBSEQUENTLY SUBMITTED BY INVESTOR AT THE REQUEST OF THE COMPANY, DOES OR WILL ACCURATELY REFLECT INVESTOR'S FINANCIAL CONDITION WITH RESPECT TO WHICH INVESTOR DOES NOT ANTICIPATE ANY MATERIAL ADVERSE CHANGE.

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3.13. DUE DILIGENCE; ACCESS TO INFORMATION

INVESTOR HAS REVIEWED AND UNDERSTANDS (A) THE NOTES, (B) THE MEMORANDUM, (C) THIS AGREEMENT, AND (D) THE INTER-CREDITOR AGREEMENT (THE DOCUMENTS REFERENCED IN CLAUSES (A) THROUGH (D) ARE COLLECTIVELY REFERRED TO HEREIN AS THE "NOTE TRANSACTION DOCUMENTS"), AND HAS CONDUCTED INVESTOR'S OWN DUE DILIGENCE INVESTIGATION OF THE COMPANY AND ITS BUSINESS, OPERATIONS AND FINANCIAL CONDITION, ASSETS, LIABILITIES AND PROSPECTS, AND HAS HAD ACCESS TO ANY AND ALL INFORMATION, INCLUDING ALL DOCUMENTS, RECORDS AND BOOKS PERTAINING TO THE COMPANY THAT INVESTOR DEEMED NECESSARY OR APPROPRIATE TO ENABLE INVESTOR TO MAKE A FULLY INFORMED DECISION IN CONNECTION WITH INVESTOR'S INVESTMENT IN THE NOTES. INVESTOR ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN THE NOTE TRANSACTION DOCUMENTS, OR AN ADDITIONAL WRITTEN DOCUMENT (EXECUTED BY THE MANAGER OF THE COMPANY), WHICH CLEARLY AND EXPLICITLY INDICATES THAT INVESTOR IS ENTITLED TO RELY THEREON, INVESTOR HAS NEITHER RECEIVED, NOR IS ENTITLED TO RELY UPON, ANY REPRESENTATIONS OR WARRANTIES FROM THE COMPANY OR ANY MANAGER, OFFICER, EMPLOYEE OR AGENT THEREOF.

SUBJECT TO THE PARAGRAPH ABOVE: (X) THE COMPANY HAS MADE AVAILABLE ALL ADDITIONAL INFORMATION THAT INVESTOR HAS REQUESTED IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE NOTE TRANSACTION DOCUMENTS; (Y) INVESTOR HAS BEEN PROVIDED THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE NOTE TRANSACTION DOCUMENTS AND THE PURCHASE OF THE NOTES; AND (Z) INVESTOR HAS BEEN PROVIDED THE OPPORTUNITY TO OBTAIN ANY ADDITIONAL INFORMATION (TO THE EXTENT THE COMPANY HAD SUCH INFORMATION OR COULD ACQUIRE IT WITHOUT

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UNREASONABLE EFFORT OR EXPENSE) NECESSARY TO VERIFY THE ACCURACY OF INFORMATION OTHERWISE FURNISHED BY THE COMPANY, ITS MANAGER OR ITS OFFICERS. INVESTOR HAS INVESTIGATED THE ACQUISITION OF THE NOTES TO THE EXTENT INVESTOR DEEMED NECESSARY OR DESIRABLE AND THE COMPANY HAS PROVIDED INVESTOR WITH ANY ASSISTANCE INVESTOR HAS REQUESTED IN CONNECTION THEREWITH.

3.14. RELIANCE ON INVESTOR'S ADVISORS

INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT INVESTOR HAS BEEN ENCOURAGED TO RELY UPON THE ADVICE OF INVESTOR'S LEGAL COUNSEL, ACCOUNTANTS, AND FINANCIAL ADVISERS WITH RESPECT TO THE LEGAL, ACCOUNTING, INVESTMENT, TAX AND OTHER CONSIDERATIONS RELATING TO ITS INVESTMENT IN THE NOTES. INVESTOR IS NOT RELYING ON THE COMPANY OR ANY OF ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES FOR LEGAL, ACCOUNTING, INVESTMENT OR TAX ADVICE, AND INVESTOR HAS SOUGHT INDEPENDENT LEGAL, ACCOUNTING, INVESTMENT AND TAX ADVICE TO THE EXTENT INVESTOR HAS DEEMED NECESSARY OR APPROPRIATE IN CONNECTION WITH INVESTOR'S DECISION TO PURCHASE THE NOTES.

3.15. NO ENDORSEMENT: INVESTOR UNDERSTANDS AND ACKNOWLEDGES THAT NO FEDERAL OR STATE AGENCY (INCLUDING, BUT NOT LIMITED TO, THE SECURITIES AND EXCHANGE COMMISSION, AND THE SECURITIES COMMISSIONS AND AUTHORITIES OF ANY STATE) HAS APPROVED OR DISAPPROVED THE NOTES, OR MADE ANY FINDING OR DETERMINATION AS TO THE FAIRNESS OF THE NOTES FOR INVESTMENT AND THAT ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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INVESTOR UNDERSTANDS THAT THE NOTE TRANSACTION DOCUMENTS DO NOT PURPORT TO SATISFY THE "PROSPECTUS" REQUIREMENTS THAT WOULD APPLY TO THE ISSUANCE OF THE NOTES IF THE OFFERING OF THE NOTES WERE A "PUBLIC OFFERING" WITHIN THE MEANING OF THE SECURITIES ACT.

3.16. RESIDENCY

FOR PURPOSES OF THE APPLICATION OF STATE SECURITIES LAWS, INVESTOR REPRESENTS THAT INVESTOR IS A BONA FIDE RESIDENT OF, AND/OR IS DOMICILED IN, THE STATE (OR IF A NON-U.S. PERSON, THE CITY AND COUNTRY) SET FORTH IN SUCH INVESTOR'S RESIDENCE ADDRESS ON THE SIGNATURE PAGE HERETO. INVESTOR INTENDS THAT THE STATE SECURITIES LAWS OF THE STATE LISTED AS INVESTOR'S ADDRESS WILL GOVERN THIS TRANSACTION.

3.17. NO VIEW TO TAX BENEFITS

INVESTOR IS NOT ACQUIRING THE NOTES WITH A VIEW TO REALIZING ANY BENEFITS UNDER U.S. FEDERAL INCOME TAX LAWS, AND NO REPRESENTATIONS HAVE BEEN MADE TO INVESTOR THAT ANY SUCH BENEFITS WILL BE AVAILABLE AS A RESULT OF INVESTOR'S ACQUISITION, OWNERSHIP OR DISPOSITION OF THE NOTES.

3.18. PUBLIC DISCLOSURE ISSUES

INVESTOR REPRESENTS AND WARRANTS THAT IF ANY OF ITS BENEFICIAL OWNERS ARE PUBLIC AGENCIES THAT ARE SUBJECT TO STATE OR FEDERAL LAWS PROVIDING FOR THE POSSIBLE PUBLIC DISCLOSURE OF CERTAIN RECORDS AND INFORMATION RELATING TO THE ACTIVITIES OF SUCH PUBLIC AGENCIES, INVESTOR HAS TAKEN STEPS NECESSARY (INCLUDING ENTERING INTO CONFIDENTIALITY AGREEMENTS), WHICH RESTRICT THE ACCESS OF SUCH BENEFICIAL OWNERS TO CERTAIN INFORMATION AND PROTECTS INFORMATION ABOUT THE COMPANY AND ITS INVESTMENTS FROM BEING PUBLICLY DISCLOSED BY SUCH A PUBLIC AGENCY.

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3.19. SOURCE OF FUNDS

THE MONEY TO BE LOANED TO THE COMPANY IN CONNECTION WITH INVESTOR'S PURCHASE OF THE NOTES IS NOT RELATED TO, OR DERIVED FROM, ANY ACTIVITIES THAT WOULD BE ILLEGAL UNDER UNITED STATES LAW.

3.20. REGULATION S

IF INVESTOR IS A NON-U.S. PERSON (AS DEFINED IN REGULATION S PROMULGATED UNDER THE SECURITIES ACT) PURCHASING THE NOTES IN AN OFFSHORE TRANSACTION:

(A) INVESTOR IS NOT ACQUIRING THE NOTES AS A RESULT OF, AND WILL NOT ENGAGE IN, ANY "DIRECTED SELLING EFFORTS" (AS DEFINED IN REGULATION S PROMULGATED UNDER THE SECURITIES ACT) IN THE UNITED STATES IN RESPECT OF NOTES WHICH WOULD INCLUDE ANY ACTIVITIES UNDERTAKEN FOR THE PURPOSE OF, OR THAT COULD REASONABLY BE EXPECTED TO HAVE THE EFFECT OF, CONDITIONING THE MARKET IN THE UNITED STATES FOR THE RESALE OF ANY OF THE NOTES;

(B) INVESTOR IS OUTSIDE THE UNITED STATES WHEN RECEIVING AND EXECUTING THIS AGREEMENT;

(C) THE NOTES MAY NOT BE OFFERED OR SOLD TO A U.S. PERSON OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON PRIOR TO THE END OF THE EXPIRATION OF A PERIOD OF ONE YEAR AFTER THE DATE OF ORIGINAL ISSUANCE OF THE NOTES;

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D) INVESTOR IS KNOWLEDGEABLE OF, OR HAS BEEN INDEPENDENTLY ADVISED AS TO, THE APPLICABLE SECURITIES LAWS OF THE SECURITIES REGULATORS HAVING APPLICATION IN THE JURISDICTION IN WHICH THE INVESTOR IS RESIDENT (THE "INTERNATIONAL JURISDICTION") WHICH WOULD APPLY TO THE ACQUISITION OF THE NOTES;

(E) INVESTOR IS PURCHASING THE NOTES PURSUANT TO EXEMPTIONS FROM PROSPECTUS OR EQUIVALENT REQUIREMENTS UNDER APPLICABLE SECURITIES LAWS OR, IF SUCH IS NOT APPLICABLE, INVESTOR IS PERMITTED TO PURCHASE THE NOTES UNDER THE APPLICABLE SECURITIES LAWS OF THE SECURITIES REGULATORS IN THE INTERNATIONAL JURISDICTION WITHOUT THE NEED TO RELY ON ANY EXEMPTIONS; AND

(F) INVESTOR ACKNOWLEDGES THAT THE APPLICABLE SECURITIES LAWS OF THE AUTHORITIES IN THE INTERNATIONAL JURISDICTION DO NOT REQUIRE THE COMPANY TO MAKE ANY FILINGS OR SEEK ANY APPROVALS OF ANY KIND WHATSOEVER FROM ANY SECURITIES REGULATOR OF ANY KIND WHATSOEVER IN THE INTERNATIONAL JURISDICTION IN CONNECTION WITH THE ISSUE AND SALE OR RESALE OF ANY OF THE NOTES.

4. REPRESENTATIONS AND WARRANTIES OF ORGANIZATIONS

IF INVESTOR IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, TRUST OR OTHER ORGANIZATION, INVESTOR HEREBY MAKES THE FOLLOWING ADDITIONAL REPRESENTATIONS AND WARRANTIES TO THE COMPANY (IF INVESTOR IS AN INDIVIDUAL WHO IS INVESTING THROUGH A REVOCABLE TRUST, AN IRA OR AN ACCOUNT IN A SELF- DIRECTED EMPLOYEE BENEFIT PLAN (A "SELF-DIRECTED ENTITY"), THE REPRESENTATIONS AND WARRANTIES APPLY TO



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THE SELF-DIRECTED ENTITY, AND, FOR THIS PURPOSE, THE TERM "INVESTOR" WILL BE DEEMED TO REFER TO THE SELF-DIRECTED ENTITY):

4.1. AUTHORIZATION

INVESTOR HAS FULL POWER AND AUTHORITY TO ACQUIRE THE NOTES, AND THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF INVESTOR HAS BEEN DULY AUTHORIZED TO DO SO AND TO BIND INVESTOR BY THIS AGREEMENT.

4.2. INSTITUTIONAL INVESTORS

SUBJECT TO SECTION 4.4, INVESTOR'S STOCKHOLDERS, PARTNERS, MEMBERS OR OTHER BENEFICIAL OWNERS, IF ANY, HAVE NO INDIVIDUAL DISCRETION AS TO THEIR PARTICIPATION OR NON-PARTICIPATION IN THE NOTES AND WILL HAVE NO INDIVIDUAL DISCRETION AS TO THEIR PARTICIPATION OR NON-PARTICIPATION IN PARTICULAR INVESTMENTS MADE BY THE COMPANY.

4.3. NOT FORMED FOR THE PURPOSE OF INVESTING IN THE COMPANY

SUBJECT TO SECTION 4.4, INVESTOR WAS NOT, OR WILL NOT BE, FORMED OR "RECAPITALIZED" (AS DEFINED BELOW) FOR THE SPECIFIC PURPOSE OF ACQUIRING THE NOTES. FOR THE PURPOSE OF THE PRECEDING SENTENCE, THE TERM "RECAPITALIZED" WILL INCLUDE, WITHOUT LIMITATION, NEW INVESTMENTS MADE IN INVESTOR SOLELY FOR THE PURPOSE OF FINANCING ITS ACQUISITION OF THE NOTES AND NOT MADE PURSUANT TO A PRIOR FINANCIAL COMMITMENT.

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5. INDEMNIFICATION BY INVESTOR

INVESTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, AGENTS, CONTROL PERSONS (WITHIN THE MEANING OF SECTION 15 OF THE SECURITIES ACT), REPRESENTATIVES AND AFFILIATES AGAINST ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, AND EXPENSES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPENSES INCURRED IN INVESTIGATING, PREPARING, OR DEFENDING AGAINST ANY LITIGATION COMMENCED OR THREATENED OR CLAIM) BASED UPON OR ARISING OUT OF ANY ACTUAL OR ALLEGED FALSE ACKNOWLEDGMENT, REPRESENTATION OR WARRANTY, OR MISREPRESENTATION OR OMISSION TO STATE A MATERIAL FACT, OR BREACH BY INVESTOR OF ANY COVENANT OR AGREEMENT MADE BY INVESTOR HEREIN OR IN ANY OTHER DOCUMENT DELIVERED IN CONNECTION WITH THIS AGREEMENT.

6. MISCELLANEOUS

6.1. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

THE WARRANTIES, REPRESENTATIONS AND COVENANTS CONTAINED IN OR MADE PURSUANT TO THIS AGREEMENT WILL SURVIVE THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE CLOSING DATE.

6.2. ENTIRE AGREEMENT

THIS AGREEMENT (INCLUDING THE COMPLETED EXHIBIT A), TOGETHER WITH EACH FUNDING NOTICE AND THE OTHER THE NOTE TRANSACTION DOCUMENTS, CONSTITUTES THE ENTIRE, FINAL, COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE COMPANY AND INVESTOR WITH RESPECT TO THE PURCHASE AND SALE OF THE NOTES, AND SUPERSEDES, AND MAY NOT BE CONTRADICTED, EXPLAINED OR SUPPLEMENTED BY EVIDENCE OF, ANY PRIOR WRITTEN OR ORAL

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AGREEMENT, ANY CONTEMPORANEOUS ORAL AGREEMENT OR ANY INCONSISTENT ADDITIONAL TERMS.

6.3. GOVERNING LAW

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA, WITHOUT REFERENCE TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

6.4. DISPUTE RESOLUTION; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

(A) IF ANY DISPUTE ARISES BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT (THE "DISPUTE"), THEY WILL FIRST UTILIZE THE PROCEDURES SPECIFIED IN SECTIONS 6.4(A)-(M) (THE "PROCEDURE") PRIOR TO COMMENCING ANY ACTION OR PROCEEDING IN ANY COURT; PROVIDED, HOWEVER, THAT NOTHING CONTAINED IN THIS SECTION 6.4 WILL PRECLUDE THE COMPANY FROM FILING A JUDICIAL PROCEEDING SEEKING EQUITABLE OR INJUNCTIVE RELIEF.

(B) THE PARTY SEEKING TO INITIATE THE PROCEDURE WILL GIVE WRITTEN NOTICE TO THE OTHER PARTY, DESCRIBING IN GENERAL TERMS THE NATURE OF THE DISPUTE, THE INITIATING PARTY'S CLAIM FOR RELIEF AND IDENTIFYING ONE OR MORE INDIVIDUALS WITH AUTHORITY TO SETTLE THE DISPUTE ON SUCH PARTY'S BEHALF. THE PARTY RECEIVING SUCH NOTICE WILL HAVE THREE (3) BUSINESS DAYS WITHIN WHICH TO DESIGNATE BY WRITTEN NOTICE TO THE INITIATING PARTY, ONE OR MORE INDIVIDUALS WITH THE AUTHORITY TO SETTLE THE DISPUTE ON SUCH PARTY'S BEHALF. THE INDIVIDUALS SO DESIGNATED WILL BE KNOWN AS THE "AUTHORIZED INDIVIDUALS." AA

(C) THE AUTHORIZED INDIVIDUALS, ONCE SO IDENTIFIED BY THE PARTIES, WILL HAVE THREE (3) BUSINESS DAYS TO SUBMIT TO EACH OTHER A WRITTEN LIST OF ACCEPTABLE QUALIFIED ATTORNEY-MEDIATORS NOT



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AFFILIATED WITH EITHER OF THE PARTIES. WITHIN ONE (1) BUSINESS DAY FROM THE DATE FOR RECEIPT OF SUCH LIST, THE AUTHORIZED INDIVIDUALS WILL RANK THE MEDIATORS IN NUMERICAL ORDER OF PREFERENCE AND EXCHANGE SUCH RANKINGS. IF NO MEDIATOR HAS BEEN SELECTED BY THIS PROCEDURE, WITHIN TWO (2) BUSINESS DAYS AFTER THE DATE OF RECEIPT OF THE LIST REFERRED TO IN THE FIRST SENTENCE OF THIS SECTION 6.4(C), THE AUTHORIZED INDIVIDUALS WILL INITIATE MEDIATION IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION.

(E) IN CONSULTATION WITH THE MEDIATOR SELECTED, THE AUTHORIZED INDIVIDUALS WILL PROMPTLY DESIGNATE A MUTUALLY CONVENIENT DATE FOR THE MEDIATION, WHICH WILL TAKE PLACE IN ARIZONA AND, SUCH TIME TO BE NOT LATER THAN FOURTEEN (14) CALENDAR DAYS AFTER SELECTION OF THE MEDIATOR.

(F) IN THE EVENT EITHER PARTY HAS SUBSTANTIAL NEED FOR INFORMATION IN THE POSSESSION OF THE OTHER PARTY IN ORDER TO PREPARE FOR THE MEDIATION, THE PARTIES WILL ATTEMPT IN GOOD FAITH TO AGREE TO PROCEDURES FOR THE EXPEDITIOUS EXCHANGE OF SUCH INFORMATION, WITH THE HELP OF THE MEDIATOR IF REQUIRED.

(G) AT LEAST THREE (3) CALENDAR DAYS PRIOR TO THE FIRST SCHEDULED SESSION OF THE MEDIATION, EACH PARTY WILL DELIVER TO THE MEDIATOR AND TO THE OTHER PARTY CONCISE WRITTEN SUMMARY OF ITS VIEWS ON THE MATTER IN DISPUTE AND SUCH OTHER MATTERS REQUIRED BY THE MEDIATOR. THE MEDIATOR MAY ALSO REQUEST THAT A CONFIDENTIAL ISSUE PAPER BE SUBMITTED BY EACH PARTY TO HIM.

(H) IN THE MEDIATION, EACH PARTY WILL BE REPRESENTED BY AN AUTHORIZED INDIVIDUAL AND MAY BE REPRESENTED BY COUNSEL. IN ADDITION, EACH PARTY MAY, WITH PERMISSION OF THE MEDIATOR, BRING SUCH ADDITIONAL PERSONS AS NEEDED TO RESPOND TO QUESTIONS, CONTRIBUTE INFORMATION, AND PARTICIPATE IN THE NEGOTIATIONS.

(I) THE MEDIATOR WILL DETERMINE THE FORMAT FOR THE MEETINGS, DESIGNED TO ASSURE THAT BOTH THE MEDIATOR AND THE AUTHORIZED INDIVIDUALS

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HAVE AFFILIATED WITH EITHER OF THE PARTIES. WITHIN ONE (1) BUSINESS DAY FROM THE DATE FOR RECEIPT OF SUCH LIST, THE OPPORTUNITY TO HEAR AN ORAL PRESENTATION OF EACH PARTY'S VIEWS ON THE MATTER IN DISPUTE, AND THAT THE AUTHORIZED PARTIES ATTEMPT TO NEGOTIATE A RESOLUTION OF THE MATTER IN DISPUTE, WITH OR WITHOUT THE ASSISTANCE OF COUNSEL OR OTHERS, BUT WITH THE ASSISTANCE OF THE MEDIATOR. TO THIS END, THE MEDIATOR IS AUTHORIZED TO CONDUCT BOTH JOINT MEETINGS AND SEPARATE PRIVATE CAUCUSES WITH THE PARTIES. THE MEDIATION SESSION WILL BE PRIVATE. THE MEDIATOR WILL KEEP CONFIDENTIAL ALL INFORMATION LEARNED IN PRIVATE CAUCUS WITH ANY PARTY UNLESS SPECIFICALLY AUTHORIZED BY SUCH PARTY TO MAKE DISCLOSURE OF THE INFORMATION TO THE OTHER PARTY. THE PARTIES COMMIT TO PARTICIPATE IN THE PROCEEDINGS IN GOOD FAITH WITH THE INTENTION OF RESOLVING THE DISPUTE IF AT ALL POSSIBLE.

(J) THE PARTIES AGREE TO PARTICIPATE IN THE MEDIATION PROCEDURE TO ITS CONCLUSION. THE MEDIATION WILL BE TERMINATED (I) BY THE EXECUTION OF A SETTLEMENT AGREEMENT BY THE PARTIES, (II) BY A DECLARATION OF THE MEDIATOR THAT THE MEDIATION IS TERMINATED, OR (III) BY A WRITTEN DECLARATION OF A PARTY TO THE EFFECT THAT THE MEDIATION PROCESS IS TERMINATED AT THE CONCLUSION OF ONE (1) FULL DAY'S MEDIATION SESSION.

(K) THE FEES AND EXPENSES OF THE MEDIATOR WILL BE SHARED EQUALLY BY THE PARTIES. THE MEDIATOR WILL BE DISQUALIFIED AS A WITNESS, CONSULTANT, EXPERT OR COUNSEL FOR ANY PARTY WITH RESPECT TO THE DISPUTE OF ANY RELATED MATTERS.

(L) MEDIATION IS A COMPROMISE NEGOTIATION FOR PURPOSES OF FEDERAL AND STATE RULES OF EVIDENCE AND CONSTITUTES PRIVILEGED COMMUNICATION UNDER ARIZONA LAW. THE ENTIRE MEDIATION PROCESS IS CONFIDENTIAL, AND NO STENOGRAPHIC, VISUAL OR AUDIO RECORD WILL BE MADE. ALL CONDUCT, STATEMENTS, PROMISES, OFFERS, VIEWS AND OPINIONS, WHETHER ORAL OR WRITTEN, MADE IN THE COURSE OF THE MEDIATION BY ANY PARTY, THEIR AGENTS, EMPLOYEES, REPRESENTATIVES OR OTHER INVITEES AND BY THE MEDIATOR ARE CONFIDENTIAL AND WILL, IN ADDITION AND WHEN APPROPRIATE, BE DEEMED PRIVILEGED. SUCH CONDUCT, STATEMENTS,

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AFFILIATED WITH EITHER OF THE PARTIES. WITHIN ONE (1) BUSINESS DAY FROM THE DATE FOR RECEIPT OF SUCH LIST, THE A PROMISES, OFFERS, VIEWS AND OPINIONS WILL NOT BE DISCOVERABLE OR ADMISSIBLE FOR ANY PURPOSE, INCLUDING IMPEACHMENT, IN ANY LITIGATION OR OTHER PROCEEDING INVOLVING THE PARTIES, AND WILL NOT BE DISCLOSED TO ANYONE NOT AN AGENT, EMPLOYEE, EXPERT, WITNESS, OR REPRESENTATIVE OF EITHER OF THE PARTIES; PROVIDED, HOWEVER, THAT EVIDENCE OTHERWISE DISCOVERABLE OR ADMISSIBLE IS NOT EXCLUDED FROM DISCOVERY OR ADMISSION AS A RESULT OF ITS USE IN THE MEDIATION.

(M) IF THE DISPUTE HAS NOT BEEN RESOLVED PURSUANT TO THE PROCEDURE, THEN EITHER PARTY MAY COMMENCE AN ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT LOCATED IN MARICOPA COUNTY, ARIZONA. EACH PARTY HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN MARICOPA COUNTY, ARIZONA, FOR THE PURPOSES OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO HEREBY CONSENTS TO JURISDICTION AND AGREES THAT VENUE WILL LIE IN THE STATE OR FEDERAL COURTS WITHIN MARICOPA COUNTY, ARIZONA, WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION BASED ON FORUM NON CONVENES AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER. IF ANY LEGAL ACTION OR OTHER PROCEEDING IS BROUGHT IN CONNECTION WITH THIS AGREEMENT, EXCEPT AS SET FORTH IN SECTION 6.4(K) ABOVE, THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS' FEES, ACCOUNTING FEES, AND OTHER COSTS INCURRED IN THAT ACTION OR PROCEEDING, IN ADDITION TO ANY OTHER RELIEF TO WHICH IT MAY BE ENTITLED. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND,

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NOTE PURCHASE AGREEMENT

THURSDAY, MARCH 10, 2022

AFFILIATED WITH EITHER OF THE PARTIES. WITHIN ONE (1) BUSINESS DAY FROM THE DATE FOR RECEIPT OF SUCH LIST, THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6.5. SUCCESSORS AND ASSIGNS

THIS AGREEMENT AND THE COVENANTS AND AGREEMENTS CONTAINED HEREIN WILL BE BINDING ON, AND INURE TO THE BENEFIT OF, THE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND PERMITTED ASSIGNS OF THE RESPECTIVE PARTIES HERETO.

6.6. CAPTIONS

THE SECTION TITLES ARE FOR CONVENIENCE OF REFERENCE ONLY AND WILL NOT CONTROL OR ALTER THE MEANING OF THIS AGREEMENT SET FORTH IN THE TEXT.

6.7. COUNTERPARTS

THIS AGREEMENT MAY BE EXECUTED SIMULTANEOUSLY IN ONE OR MORE COUNTERPARTS, BUT ALL SUCH COUNTERPARTS TAKEN TOGETHER WILL CONSTITUTE ONE AND THE SAME AGREEMENT. THE EXCHANGE OF COPIES OF THIS AGREEMENT AND OF SIGNATURE PAGES BY FACSIMILE TRANSMISSION, DIGITAL SIGNING SERVICE (SUCH AS DocuSIGN) OR A .PDF DELIVERED VIA EMAIL WILL CONSTITUTE EFFECTIVE EXECUTION AND DELIVERY OF THIS AGREEMENT AS TO THE PARTIES HERETO AND MAY BE USED IN LIEU OF THE ORIGINAL AGREEMENT FOR ALL PURPOSES.

PROPERTY PROS CAPITAL, LLC



bK02
NOTE PURCHASE AGREEMENT
THURSDAY, MARCH 10, 2022

6.8. SEVERABILITY

IF ANY PROVISION OF THIS AGREEMENT, OR THE APPLICATION OF SUCH PROVISION TO ANY PERSON OR CIRCUMSTANCE, WILL BE HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT, OR THE APPLICATION OF SUCH PROVISION TO PERSONS OR CIRCUMSTANCES OTHER THAN THOSE TO WHICH IT IS HELD TO BE INVALID OR UNENFORCEABLE, WILL NOT BE AFFECTED THEREBY.

6.9. ANTI-TERRORISM MATTERS

INVESTOR HEREBY AUTHORIZES THE MANAGER TO TAKE, WITHOUT PRIOR NOTICE TO INVESTOR, SUCH ACTION AS IT DETERMINES TO BE REASONABLY NECESSARY OR ADVISABLE TO COMPLY, OR TO CAUSE THE COMPANY TO COMPLY, WITH ANY ANTI-TERRORIST LAWS, RULES, REGULATIONS, DIRECTIVES OR SPECIAL MEASURES. WITHOUT LIMITING THE FOREGOING, THE MANAGERS MAY DISCLOSE ANY INFORMATION CONCERNING THE COMPANY OR INVESTOR NECESSARY TO COMPLY WITH SUCH LAWS, RULES, REGULATIONS, DIRECTIVES OR SPECIAL MEASURES, AND INVESTOR WILL PROVIDE SUCH MANAGER, PROMPTLY UPON REQUEST, ALL INFORMATION THEY REASONABLY DEEM NECESSARY OR ADVISABLE TO COMPLY WITH SUCH LAWS, RULES, REGULATIONS, DIRECTIVES OR SPECIAL MEASURES.



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6.10. NOTICES ANY NOTICE, DEMAND OR REQUEST REQUIRED OR PERMITTED TO BE GIVEN UNDER THIS AGREEMENT WILL BE IN WRITING AND WILL BE DEEMED GIVEN

A) WHEN DELIVERED PERSONALLY (INCLUDING BY RECOGNIZED NATIONAL OR INTERNATIONAL COURIER),

(B) WHEN RECEIPT IS CONFIRMED IF SENT BY FACSIMILE, OR

(C) TEN (10) DAYS AFTER DEPOSITED IN THE MAIL, IF MAILED BY REGISTERED OR CERTIFIED MAIL, WITH POSTAGE PREPAID, AND ADDRESSED

(X) IF TO THE COMPANY, TO THE ADDRESS SET FORTH ON THE COMPANY ACCEPTANCE,

(Y) IF TO INVESTOR, TO THE ADDRESS SET FORTH ON THE SIGNATURE PAGE HERETO, OR

(Z) TO SUCH OTHER ADDRESS AS EITHER AFFILIATED WITH EITHER OF THE PARTIES. WITHIN ONE (1) BUSINESS DAY FROM THE DATE FOR RECEIPT OF SUCH LIST, THE INVESTOR OR THE COMPANY WILL DESIGNATE TO THE OTHER BY WRITTEN NOTICE.

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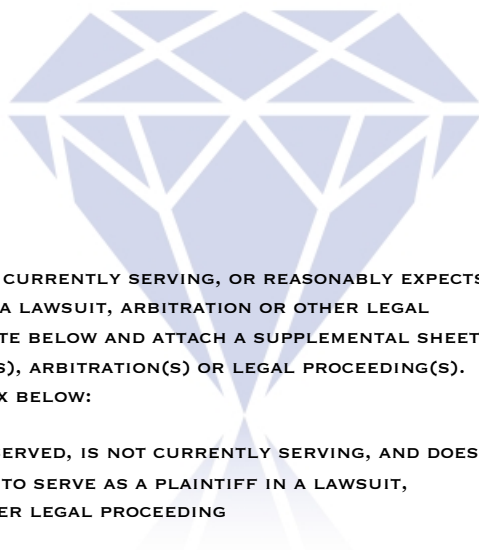
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NOTE PURCHASE AGREEMENT

THURSDAY, MARCH 10, 2022



6.11. LEGAL PROCEEDINGS

IF INVESTOR HAS SERVED, IS CURRENTLY SERVING, OR REASONABLY EXPECTS TO SERVE AS A PLAINTIFF IN A LAWSUIT, ARBITRATION OR OTHER LEGAL PROCEEDING, PLEASE INDICATE BELOW AND ATTACH A SUPPLEMENTAL SHEET DESCRIBING SUCH LAWSUIT(S), ARBITRATION(S) OR LEGAL PROCEEDING(S). CHECK THE APPROPRIATE BOX BELOW:

- INVESTOR HAS NOT SERVED, IS NOT CURRENTLY SERVING, AND DOES NOT REASONABLY EXPECT TO SERVE AS A PLAINTIFF IN A LAWSUIT, ARBITRATION OR OTHER LEGAL PROCEEDING
- INVESTOR HAS SERVED, IS CURRENTLY SERVING, AND/OR REASONABLY EXPECTS TO SERVE AS A PLAINTIFF IN A LAWSUIT, ARBITRATION OR OTHER LEGAL PROCEEDING (SEE ATTACHED SUPPLEMENT)

6.12. ADDITIONAL INFORMATION

INVESTOR AGREES TO PROVIDE TO THE COMPANY SUCH ADDITIONAL INFORMATION REGARDING INVESTOR AS THE COMPANY MAY REASONABLY REQUEST IN ORDER TO ASSURE OR DEMONSTRATE COMPLIANCE WITH APPLICABLE SECURITIES LAW OR OTHER LAWS OR FOR ANY OTHER LEGITIMATE PURPOSE.

PROPERTY PROS CAPITAL, LLC

	<div>bK02</div> <div>NOTE PURCHASE AGREEMENT TUESDAY, MARCH 15, 2022</div>	
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IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS AGREEMENT FOR THE 441414 PURCHASE OF NOTES TO BE ISSUED BY THE COMPANY IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT SET FORTH BELOW. UPON ACCEPTANCE OF THIS AGREEMENT BY THE COMPANY, THE COMPANY WILL DELIVER THE AGREEMENT TO THE INVESTOR.

COMMITMENT TO PURCHASE NOTES

MAXIMUM AGGREGATE PRINCIPAL AMOUNT TO BE LOANED TO THE COMPANY ("COMMITTED PRINCIPAL"): US\${INVESTMENT AMOUNT}

IN ACCORDANCE WITH FEDERAL ANTI MONEY LAUNDERING LAWS. THE COMPANY REQUIRES THAT YOU FURNISH A COPY OF YOUR VALID STATE ID CARD, STATE DL CARD, OR US PASSPORT.

INVESTOR INFORMATION

LEGAL NAME CELL PHONE EMAIL

LEGAL ADDRESS DATE OF BIRTH SSN

TAX FILING STATUS TODAYS DATE SIGNATURE

bk02

NOTE PURCHASE AGREEMENT

THURSDAY, MARCH 10, 2022

COMPANY ACCEPTANCE

THE UNDERSIGNED HEREBY ACCEPTS THE FOREGOING NOTE PURCHASE AGREEMENT AND AGREES TO ISSUE ONE OR MORE NOTES TO THE INVESTOR UPON PAYMENT PURSUANT TO SECTION 1.1 OF THE NOTE PURCHASE AGREEMENT, BUT NOT TO EXCEED THE COMMITTED PRINCIPAL AMOUNT SET FORTH BELOW.

AUTHORIZED REPRESENTATIVE SIGNING ON BEHALF OF
PROPERTY PROS CAPITAL, LLC

COMMITTED PRINCIPLE

PRINTED NAME SIGNATURE

INDIVIDUAL INVESTOR

TODAY'S DATE:

PRINTED NAME: SIGNATURE



b602
EXHIBIT A

SECURITIES LAWS REPRESENTATIONS
THURSDAY, MARCH 10, 2022

TO BE QUALIFIED TO INVEST IN THE SECURITIES, THE INVESTOR MUST BE AN "ACCREDITED INVESTOR" AS THAT TERM IS DEFINED IN RULE 501(A) OF REGULATION D PROMULGATED UNDER SECTION 4(A)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT").

THE ISSUER WILL RELY UPON THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED IN THIS QUESTIONNAIRE AS WELL AS THROUGH ADDITIONAL REASONABLE STEPS IN ESTABLISHING THAT THE ISSUANCE OF THE SECURITIES IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

ACCORDINGLY, THE INVESTOR IS OBLIGATED TO READ THIS QUESTIONNAIRE CAREFULLY AND TO ANSWER THE ITEMS CONTAINED HEREIN COMPLETELY AND ACCURATELY.

ALL INFORMATION CONTAINED IN THIS QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. HOWEVER, THE INVESTOR UNDERSTANDS AND AGREES THAT THE ISSUER MAY PRESENT, UPON GIVING PRIOR NOTICE TO THE INVESTOR, THIS QUESTIONNAIRE TO SUCH PARTIES AS THE ISSUER DEEMS APPROPRIATE IF CALLED UPON TO ESTABLISH THAT THE ISSUANCE OF THE SECURITIES (I) IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR (II) MEETS THE REQUIREMENTS OF APPLICABLE STATE SECURITIES LAWS; PROVIDED HOWEVER THAT THE ISSUER NEED NOT GIVE PRIOR NOTICE TO THE INVESTOR OF ITS PRESENTATION OF THIS QUESTIONNAIRE TO THE ISSUER'S REGULARLY EMPLOYED LEGAL, ACCOUNTING AND FINANCIAL ADVISORS.

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EXHIBIT A

SECURITIES LAWS REPRESENTATIONS

THURSDAY, MARCH 10, 2022



THE INVESTOR UNDERSTANDS THAT THIS QUESTIONNAIRE IS MERELY A REQUEST FOR INFORMATION AND IS NOT AN OFFER TO SELL, A SOLICITATION OF AN OFFER TO BUY, OR A SALE OF THE SECURITIES. THE INVESTOR ALSO UNDERSTANDS THAT THE INVESTOR MAY BE REQUIRED TO FURNISH ADDITIONAL INFORMATION.

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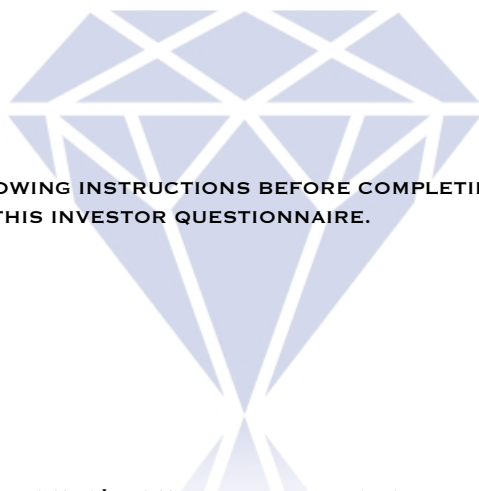
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EXHIBIT A

INVESTOR QUESTIONNAIRE
THURSDAY, MARCH 10, 2022



PLEASE NOTE THE FOLLOWING INSTRUCTIONS BEFORE COMPLETING
THIS INVESTOR QUESTIONNAIRE.

UNLESS INSTRUCTED OTHERWISE, THE INVESTOR SHOULD ANSWER EACH QUESTION ON THE QUESTIONNAIRE. IF THE ANSWER TO A PARTICULAR QUESTION IS "NONE" OR "NOT APPLICABLE," PLEASE SO STATE. IF THE QUESTIONNAIRE DOES NOT PROVIDE SUFFICIENT SPACE TO ANSWER A QUESTION, PLEASE ATTACH A SEPARATE SCHEDULE TO YOUR EXECUTED QUESTIONNAIRE THAT INDICATES WHICH QUESTION IS BEING ANSWERED THEREON. PERSONS HAVING QUESTIONS CONCERNING ANY OF THE INFORMATION REQUESTED IN THIS QUESTIONNAIRE SHOULD CONSULT WITH THEIR PURCHASER REPRESENTATIVE OR REPRESENTATIVES, LAWYER, ACCOUNTANT OR BROKER

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	<p>b602</p> <p>CONFIDENTIAL INVESTOR DATA</p> <p>THURSDAY, MARCH 10, 2022</p>	
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NAME: _____

EMPLOYMENT AND BUSINESS EXPERIENCE

D.O.B:

BUSINESS:

PRESENT OCCUPATION:

SALARY:

DO YOU OWN YOUR OWN BUSINESS?

ARE YOU OTHERWISE EMPLOYED?

NAME AND TYPE OF BUSINESS EMPLOYED BY OR OWNED:

PRESENT TITLE

POSITION:

	<div>bK02</div> <div>EXHIBIT A</div> <div>INVESTOR QUESTIONNAIRE</div> <div>THURSDAY, MARCH 10, 2022</div>
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LENGTH OF SERVICE IN PRESENT TITLE:

OCCUPATION:

NAME OF EMPLOYER:

OWNED BUSINESS:

YEARS OF SERVICE:

DO YOU HAVE ANY PROFESSIONAL LICENSES OR REGISTRATIONS, INCLUDING
BAR ADMISSIONS, ACCOUNTING CERTIFICATES, REAL ESTATE BROKERAGE
LICENSES, INVESTMENT ADVISER REGISTRATIONS AND SEC OR STATE
BROKER-DEALER REGISTRATIONS?

YES: _____ No: _____

IF YES, PLEASE LIST SUCH LICENSES OR REGISTRATIONS, THE DATE(S) YOU
RECEIVED THE SAME, AND WHETHER THEY ARE IN GOOD STANDING:

MY INVESTMENT OBJECTIVE: CAPITAL APPRECIATION



bK02
EXHIBIT A

**INVESTOR QUESTIONNAIRE
THURSDAY, MARCH 10, 2022**

6. INVESTOR STATUS

TO BE QUALIFIED TO INVEST IN THE SECURITIES, THE INVESTOR MUST BE AN ACCREDITED INVESTOR. PLEASE CHECK THE APPROPRIATE REPRESENTATION THAT APPLIES TO YOU.

I AM AN ACCREDITED INVESTOR (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT) BECAUSE I CERTIFY THAT (CHECK ALL APPROPRIATE DESCRIPTIONS THAT APPLY):

A. I AM A NATURAL PERSON WHOSE INDIVIDUAL NET WORTH, OR JOINT NET WORTH WITH MY SPOUSE, EXCEEDS \$1,000,000. FOR PURPOSES OF THIS ITEM 6, "NET WORTH" MEANS THE EXCESS OF TOTAL ASSETS AT FAIR MARKET VALUE (INCLUDING PERSONAL AND REAL PROPERTY, BUT EXCLUDING THE ESTIMATED FAIR MARKET VALUE OF A PERSON'S PRIMARY HOME) OVER TOTAL LIABILITIES. TOTAL LIABILITIES EXCLUDE ANY MORTGAGE ON THE PRIMARY HOME IN AN AMOUNT OF UP TO THE HOME'S ESTIMATED FAIR MARKET VALUE AS LONG AS THE MORTGAGE WAS INCURRED MORE THAN 60 DAYS BEFORE THE SECURITIES ARE PURCHASED, BUT INCLUDES (I) ANY MORTGAGE AMOUNT IN EXCESS OF THE HOME'S FAIR MARKET VALUE AND (II) ANY MORTGAGE AMOUNT THAT WAS BORROWED DURING THE 60-DAY PERIOD BEFORE THE CLOSING DATE FOR THE SALE OF SECURITIES FOR THE PURPOSE OF INVESTING IN THE SECURITIES.

I AM A NATURAL PERSON WHO HAD INDIVIDUAL INCOME EXCEEDING \$200,000 IN EACH OF THE LAST TWO CALENDAR YEARS AND I HAVE A REASONABLE EXPECTATION OF REACHING THE SAME INCOME LEVEL IN THE CURRENT CALENDAR YEAR. FOR PURPOSES OF THIS SECTION 6, "INCOME" MEANS ANNUAL ADJUSTED GROSS INCOME, AS REPORTED FOR FEDERAL INCOME TAX PURPOSES, PLUS (I) THE AMOUNT OF ANY TAX-EXEMPT INTEREST INCOME RECEIVED; (II) THE AMOUNT OF LOSSES CLAIMED AS A LIMITED PARTNER IN A LIMITED PARTNERSHIP; (III) ANY DEDUCTION CLAIMED FOR DEPLETION; (IV) AMOUNTS CONTRIBUTED TO AN IRA OR KEOGH RETIREMENT PLAN; (V) ALIMONY PAID; AND (VI) ANY GAINS EXCLUDED FROM THE EXHIBIT

PROPERTY PROS CAPITAL, LLC



EXHIBIT A
INVESTOR QUESTIONNAIRE
THURSDAY, MARCH 10, 2022

CALCULATION OF ADJUSTED GROSS INCOME PURSUANT TO THE PROVISIONS OF SECTION 1202 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

I AM A NATURAL PERSON WHO HAD JOINT INCOME WITH MY SPOUSE EXCEEDING \$300,000 IN EACH OF THE LAST TWO CALENDAR YEARS AND I HAVE A REASONABLE EXPECTATION OF REACHING THE SAME INCOME LEVEL IN THE CURRENT CALENDAR YEAR, AS DEFINED ABOVE.

I AM A DIRECTOR, EXECUTIVE OFFICER OR GENERAL PARTNER OF THE ISSUER, OR A DIRECTOR, EXECUTIVE OFFICER OR GENERAL PARTNER OF A GENERAL PARTNER OF THE ISSUER. (FOR PURPOSES OF THIS SECTION 6, EXECUTIVE OFFICER MEANS THE PRESIDENT; ANY VICE PRESIDENT IN CHARGE OF A PRINCIPAL BUSINESS UNIT, DIVISION OR FUNCTION, SUCH AS SALES, ADMINISTRATION OR FINANCE; OR ANY OTHER PERSON OR PERSONS WHO PERFORM(S) SIMILAR POLICYMAKING FUNCTIONS FOR THE ISSUER.)

7. REPRESENTATIONS

I REPRESENT THAT:

A. I HAVE SUFFICIENT KNOWLEDGE AND EXPERIENCE IN SIMILAR INVESTMENTS TO EVALUATE THE MERITS AND RISKS OF AN INVESTMENT IN THE COMPANY, OR I HAVE RETAINED AN ATTORNEY, ACCOUNTANT, FINANCIAL ADVISOR OR CONSULTANT AS MY PURCHASER REPRESENTATIVE. IF APPLICABLE, THE NAME, EMPLOYER, ADDRESS, AND TELEPHONE NUMBER OF MY PURCHASER REPRESENTATIVE FOLLOWS:

B. I AND, IF APPLICABLE, MY PURCHASER REPRESENTATIVE, HAVE RECEIVED INFORMATION REGARDING THE COMPANY AND THE SECURITIES; AND I AND, IF APPLICABLE, MY PURCHASER REPRESENTATIVE, UNDERSTAND THE INFORMATION PROVIDED AND THE RISKS INVOLVED IN THIS TRANSACTION. I



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EXHIBIT A

INVESTOR QUESTIONNAIRE
THURSDAY, MARCH 10, 2022

AND, IF APPLICABLE, MY PURCHASER REPRESENTATIVE HAVE BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS AND OBTAIN MATERIAL AND RELEVANT INFORMATION FROM THE COMPANY ENABLING ME TO MAKE AN INFORMED INVESTMENT DECISION. ALL DATA THAT I AND, IF APPLICABLE, MY PURCHASER REPRESENTATIVE, HAVE REQUESTED HAS BEEN FURNISHED TO ME.

C. ANY SECURITIES I MAY ACQUIRE WILL BE FOR MY OWN ACCOUNT FOR INVESTMENT AND NOT WITH ANY VIEW TO THE DISTRIBUTION THEREOF, AND I WILL NOT SELL, ASSIGN, TRANSFER OR OTHERWISE DISPOSE OF ANY OF THE SECURITIES, OR ANY INTEREST THEREIN, IN VIOLATION OF THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAW.

D. I UNDERSTAND THAT (I) ANY SECURITIES I MAY ACQUIRE WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAW AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF UNLESS IT IS REGISTERED OR SOLD OR OTHERWISE DISPOSED OF IN A TRANSACTION THAT IS EXEMPT FROM SUCH REGISTRATION AND (II) THE CERTIFICATES REPRESENTING THE SECURITIES WILL BEAR APPROPRIATE LEGENDS RESTRICTING THE TRANSFERABILITY THEREOF.

E. IF APPLICABLE, I HAVE NOT INCURRED ANY DEBT SECURED BY MY PRIMARY RESIDENCE FOR THE PURPOSE OF INFLATING MY NET WORTH TO QUALIFY AS AN ACCREDITED INVESTOR OR FOR THE PURPOSE OF RAISING FUNDS TO INVEST IN THE SECURITIES. BETWEEN THE DATE I COMPLETE THIS QUESTIONNAIRE AND THE DATE THE SECURITIES ARE SOLD, I DO NOT INTEND TO, AND WILL NOT, INCUR ANY DEBT TO BE SECURED BY MY PRIMARY RESIDENCE FOR THE PURPOSE OF EITHER INFLATING MY NET WORTH TO QUALIFY AS AN ACCREDITED INVESTOR OR RAISING FUNDS TO INVEST IN THE SECURITIES.

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EXHIBIT A

INVESTOR QUESTIONNAIRE
THURSDAY, MARCH 10, 2022



I UNDERSTAND THAT THE COMPANY WILL RELY UPON THE COMPLETENESS AND ACCURACY OF THE INVESTOR'S RESPONSES TO THE QUESTIONS IN THIS QUESTIONNAIRE IN ESTABLISHING THAT THE CONTEMPLATED TRANSACTIONS ARE EXEMPT FROM THE SECURITIES ACT AND HEREBY AFFIRM THAT ALL SUCH RESPONSES ARE ACCURATE AND COMPLETE. I WILL NOTIFY THE COMPANY IMMEDIATELY OF ANY CHANGES IN ANY OF SUCH INFORMATION OCCURRING PRIOR TO THE ACCEPTANCE OF MY SUBSCRIPTION.

8. MANNER OF SOLICITATION

PLEASE STATE THE MANNER IN WHICH YOU BECAME AWARE OF THE INVESTMENT (I.E., BY PERSONAL CONTACT OR ACQUAINTANCE WITH AN INVESTMENT ADVISOR OR COUNSELOR, WITH THE COMPANY'S PERSONNEL, A BROKER-DEALER, OR OTHERWISE), THE NAME OF THE CONTACT PERSON, AND THE DATE SUCH CONTACT WAS MADE:

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EXHIBIT B

FORM W-9

THURSDAY, MARCH 10, 2022



(DOCUMENT IS ATTACHED)

PROPERTY PROS CAPITAL, LLC



b602
EXHIBIT C

FORM OF PROMISSORY NOTE
THURSDAY, MARCH 10, 2022

AN INVESTMENT IN PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (THE "COMPANY") INVOLVES A HIGH DEGREE OF RISK AND IS VERY SPECULATIVE. PARTICIPATING IN THIS INVESTMENT COULD RESULT IN A COMPLETE LOSS OF ANY SUCH INVESTMENT IN THE COMPANY. BY PARTICIPATING IN THIS OFFERING, THE INVESTOR IS REPRESENTING TO THE COMPANY THAT IT IS ABLE TO BEAR THE SUBSTANTIAL ECONOMIC RISKS OF THE INVESTMENT IN THIS NOTE, HAS NO NEED FOR LIQUIDITY IN SUCH INVESTMENT AND, AT THE PRESENT TIME, COULD AFFORD A COMPLETE LOSS OF SUCH INVESTMENT.

THE NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), NOR UNDER THE SECURITIES LAWS OF ANY STATE (COLLECTIVELY WITH THE SECURITIES ACT, THE "ACTS"), AND THE COMPANY IS UNDER NO OBLIGATION TO REGISTER THE NOTE UNDER THE ACTS IN THE FUTURE.

THE NOTE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT (A) IN ACCORDANCE WITH THE TERMS OF THIS NOTE AND (B) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER THE ACTS OR AN OPINION OF COUNSEL, IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, THAT AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACTS IS AVAILABLE FOR SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION.

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED THIS NOTE. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

PROPERTY PROS CAPITAL, LLC



THURSDAY, MARCH 10, 2022

**P R O P E R T Y P R O S C A P I T A L , L L C ,
A N A R I Z O N A L I M I T E D L I A B I L I T Y C O M P A N Y**

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("BORROWER"), PROMISES TO PAY TO {NAME OF INVESTOR} AN INDIVIDUAL INVESTOR ("HOLDER") ON OR BEFORE THE MATURITY DATE (AS DEFINED BELOW) THE PRINCIPLE AMOUNT OF {SPELLED OUT AMOUNT} & 00/100 IN UNITED STATES DOLLARS ({PRINCIPLE}.00) + ({INTEREST}.00 INTEREST AFTER 100 DAYS, OR SUCH LESSER AMOUNT AS IS OUTSTANDING FROM TIME TO TIME. THE SUM OF THE COMBINED TOTAL PRINCIPAL BALANCE AND UNPAID ACCUMULATED INTEREST TOGETHER \$& 00/100 UNITED STATES DOLLARS

WITH INTEREST ON THE PRINCIPAL BALANCE OUTSTANDING FROM TIME TO TIME FROM THE DATE HEREOF.

THE FOLLOWING IS A STATEMENT OF THE RIGHTS OF HOLDER AND BORROWER UNDER THIS SECURED PROMISSORY NOTE (THIS "NOTE") AND THE CONDITIONS TO WHICH THIS NOTE IS SUBJECT AND TO WHICH HOLDER, BY THE ACCEPTANCE OF THIS NOTE, AGREES:

1. **PRINCIPAL.** ON THE ONE HUNDREDTH DAY FROM THE DATE FUNDS CLEAR (AS MAY BE EXTENDED PURSUANT TO THIS SECTION 1, THE "MATURITY DATE"), THE ENTIRE UNPAID PRINCIPAL BALANCE OF THIS NOTE, IF NOT SOONER PAID, WILL BE DUE AND PAYABLE. BORROWER MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, EXTEND THE MATURITY DATE FOR UP TO EIGHT (8) ONE HUNDRED DAY PERIODS UPON WRITTEN NOTICE TO HOLDER NO LATER THAN THE MATURITY DATE THEN IN EFFECT.



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PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

SECURED PROMISSORY NOTE

2. INTEREST. THIS NOTE BEARS INTEREST AT A FIXED DAILY RATE OF 1/30 OF A PERCENT (12.17%) PER ANNUM (BASED ON A 360-DAY YEAR), WHICH INTEREST WILL BE CALCULATED DAILY USING A 30-DAY STANDARDIZED MONTH. THE INTEREST CALCULATION IS AS FOLLOWS: {PRINCIPLE INVESTMENT} X .01 / 30 = INTEREST OF US \$ WILL ACCRUE, AND BE DUE AND PAYABLE TO HOLDER UPON DIRECT WRITTEN REQUEST BY LENDER, DELIVERED TO BORROWER NO LATER THAN 12:00PM PST ON THE MATURITY DATE OF THE 100 DAY INVESTMENT TERM. UPON SUCH OCCURRENCE, BORROWER WILL PAY LENDER NO LATER THAN 30 DAYS PAST THE LAST DAY OF THE COMMENCED 100 CALENDAR DAY INVESTMENT TERM UNLESS LENDER ELECTS TO RENEW THEIR INVESTMENT FOR AN ADDITIONAL TERM. (SUBJECT TO AN ADJUSTMENT FOR THE START DATE OF THE TERM BASED ON THE ACTUAL DATE FUNDS CLEAR). ON THE MATURITY DATE, ALL ACCRUED AND UNPAID INTEREST ON THIS NOTE, IF NOT SOONER PAID, WILL BE LIQUID AND ACCESSIBLE UPON DIRECT WRITTEN REQUEST, PAYABLE BY CHECK, ACH, OR WIRE TRANSFER WITHOUT ANY APPLICABLE FEES OR CHARGES.

(A) AT ANY TIME, BORROWER MAY, WITHOUT PREPAYMENT PENALTY OR PREMIUM, PREPAY ALL OR ANY PORTION OF THE PRINCIPAL INDEBTEDNESS OF THE NOTE AND ANY INTEREST ACCRUED THEREON.

(B) PAYMENTS MADE BY BORROWER PURSUANT TO THIS NOTE WILL BE APPLIED (I) FIRST, TO THE REDUCTION OF ANY OUTSTANDING PRINCIPLE, AND (II) SECOND, ACCRUED, BUT UNPAID INTEREST. ANY PROVISION OF THIS NOTE MAY BE AMENDED, WAIVED OR MODIFIED ONLY UPON THE WRITTEN CONSENT OF BOTH BORROWER AND HOLDER.

PROPERTY PROS CAPITAL, LLC



THURSDAY, MARCH 10, 2022

**P R O P E R T Y P R O S C A P I T A L , L L C ,
A N A R I Z O N A L I M I T E D L I A B I L I T Y C O M P A N Y**

SECURED PROMISSORY NOTE

6. GOVERNING LAW. THIS NOTE HAS BEEN EXECUTED AND DELIVERED, AND WILL BE DEEMED TO HAVE BEEN MADE, IN PHOENIX, ARIZONA. THIS NOTE IS GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS RULES.

7. DISPUTE RESOLUTION. ANY DISPUTE ARISING UNDER THIS NOTE WILL BE RESOLVED PURSUANT TO THE TERMS SET FORTH IN SECTION 6.4 OF THAT CERTAIN NOTE PURCHASE AGREEMENT BY AND BETWEEN BORROWER AND HOLDER DATED (THE "NOTE PURCHASE AGREEMENT").

8. WAIVERS. LENDER HEREBY WAIVES DILIGENCE, DEMAND FOR PAYMENT, PRESENTMENT FOR PAYMENT, PROTEST, NOTICE OF NONPAYMENT, NOTICE OF PROTEST, NOTICE OF INTENT TO ACCELERATE, NOTICE OF ACCELERATION, NOTICE OF DISHONOR, AND NOTICE OF NONPAYMENT, AND ALL OTHER NOTICES OR DEMANDS OF ANY KIND AND EXPRESSLY AGREES THAT, WITHOUT IN ANY WAY AFFECTING THE LIABILITY OF BORROWER, ENDORSERS, GUARANTORS, OR SURETIES, HOLDER HEREOF MAY EXTEND ANY MATURITY DATE OR THE TIME FOR ANY PAYMENT DUE HEREUNDER, ACCEPT ADDITIONAL SECURITY, RELEASE ANY PERSON LIABLE, AND RELEASE ANY SECURITY OR GUARANTY.



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THURSDAY, MARCH 10, 2022

PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

SECURED PROMISSORY NOTE

9. **INTEREST RATE LIMITATION.** BORROWER HEREBY AGREES TO PAY THE SUM OF THE INTEREST RATE PROVIDED FOR HEREIN, TOGETHER WITH ANY ADDITIONAL INTEREST OR CHARGES IN CONNECTION WITH, AND PURSUANT TO, THIS NOTE. TO THE EXTENT ALL SUCH AMOUNTS PAYABLE HEREUNDER INCREASE THE EFFECTIVE YIELD WITH RESPECT TO THE NOTE, HOLDER AND BORROWER AGREE THAT NONE OF THE TERMS AND PROVISIONS CONTAINED HEREIN WILL BE CONSTRUED TO CREATE A CONTRACT FOR THE USE,

FORBEARANCE OR DETENTION OF MONEY REQUIRING PAYMENT OF INTEREST AT A RATE IN EXCESS OF THE MAXIMUM INTEREST RATE PERMITTED TO BE CHARGED BY THE LAWS OF THE STATE OF ARIZONA. IN SUCH EVENT, IF ANY HOLDER OF THIS NOTE WILL COLLECT MONIES WHICH ARE DEEMED TO CONSTITUTE INTEREST WHICH WOULD OTHERWISE INCREASE THE EFFECTIVE INTEREST RATE ON THIS NOTE TO A RATE IN EXCESS OF THE MAXIMUM RATE PERMITTED TO BE CHARGED BY THE LAWS OF THE STATE OF ARIZONA, ALL SUCH SUMS DEEMED TO CONSTITUTE INTEREST IN EXCESS OF SUCH MAXIMUM RATE WILL, AT THE OPTION OF THE HOLDER, BE CREDITED TO THE PAYMENT OF OTHER AMOUNTS PAYABLE UNDER THE NOTE OR RETURNED TO BORROWER.

10. **MAINTAINING A REGISTER; TRANSFERS OF THE NOTE.** BORROWER SHALL MAINTAIN, AT BORROWER'S OFFICE, (I) A REGISTER (THE "REGISTER") FOR THE RECORDATION OF THE NAME AND ADDRESS OF HOLDER AND AMOUNTS OWING TO SUCH HOLDER PURSUANT TO THE TERMS OF THIS NOTE, AND (II) A COPY OF EACH TRANSFER (DEFINED BELOW) DELIVERED TO BORROWER. THE ENTRIES IN THE REGISTER SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR, AND BORROWER AND HOLDER SHALL TREAT EACH PARTY WHOSE NAME IS RECORDED IN THE REGISTER PURSUANT TO THE TERMS HEREOF AS A HOLDER HEREUNDER FOR ALL PURPOSES OF THIS NOTE. THE REGISTER, OR PORTIONS THEREOF, AS REASONABLY DETERMINED BY BORROWER, SHALL BE AVAILABLE TO HOLDER AT ANY REASONABLE TIME AND FROM TIME TO TIME UPON REASONABLE PRIOR NOTICE.

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SECURED PROMISSORY NOTE

(A) HOLDER IS AUTHORIZED, WITHOUT LIMITATION, TO ASSIGN, CONVEY, DISPOSE OF, EXCHANGE, SELL OR OTHERWISE TRANSFER (EACH A "TRANSFER") ALL OR A PORTION OF THIS NOTE TO ANY INDIVIDUAL, FIRM, CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, UNLIMITED LIABILITY COMPANY, ASSOCIATION, TRUST, ESTATE, OR OTHER LEGAL ENTITY (EACH A "PERSON"); PROVIDED, THAT SUCH TRANSFER IS COMPLETED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SECTION 10. BORROWER SHALL FULLY COOPERATE WITH HOLDER, IN HOLDER'S CAPACITY AS TRANSFEROR, AND ANY PERSON, IN SUCH PERSON'S CAPACITY AS TRANSFEREE, IN EFFECTUATING SUCH TRANSFER. HOLDER AND BORROWER ACKNOWLEDGE THAT IT IS NOT POSSIBLE TO TRANSFER THIS NOTE, OR A PORTION THEREOF, OR AN INTEREST HEREIN, WITHOUT BORROWER'S CONFIRMED KNOWLEDGE OF SUCH.

(B) BORROWER IS NOT OBLIGATED TO RECOGNIZE ANY PERSON, OTHER THAN HOLDER, AS HAVING AN INTEREST IN THIS NOTE, OR ANY PORTION THEREOF, DESPITE ANY NOTICE TO THE CONTRARY, UNLESS SUCH PERSON HAS AN INTEREST IN THIS NOTE, OR A PORTION THEREOF, AS A RESULT OF A TRANSFER CONSUMMATED AS SET FORTH HEREIN.

(I) A TRANSFER OF ALL OR A PORTION OF THIS NOTE SHALL BE CONSUMMATED BY (A) HOLDER, AS TRANSFEROR, SURRENDERING THIS NOTE TO BORROWER, AND (B) UPON DOING SO, BORROWER IMMEDIATELY AND AUTOMATICALLY REISSUING THIS NOTE (OR A NEW NOTE SIMILAR, IN ALL MATERIAL RESPECTS WITH THIS NOTE) TO THE TRANSFEREE.

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(II) ALTERNATIVELY, A TRANSFER OF ALL OR A PORTION OF THIS NOTE SHALL BE CONSUMMATED THROUGH BOOK-ENTRY FORM AS CONTEMPLATED HEREIN. BORROWER COVENANTS TO MAINTAIN THE REGISTER, AND TO RECORD THE OWNERSHIP OF THIS NOTE IN BORROWER'S BOOKS AND RECORDS. AS AN ALTERNATIVE TO A TRANSFER CONTEMPLATED IN SECTION 10(B)(I), A TRANSFER OF ALL OR A PORTION OF THIS NOTE MAY BE CONSUMMATED UPON HOLDER ADVISING BORROWER, IN WRITING, OF SUCH PROPOSED TRANSFER AND DIRECTING BORROWER TO REGISTER A TRANSFER OF OWNERSHIP OF THE NOTE ON THE REGISTER. UPON RECEIPT OF SUCH WRITTEN NOTICE FROM HOLDER, BORROWER COVENANTS TO AUTOMATICALLY CHANGE THE OWNERSHIP REGISTRATION IN THE REGISTER WITH RESPECT TO SUCH TRANSFER. IN SUCH A CASE, A TRANSFER SHALL NOT BE COMPLETE UNTIL BORROWER HAS CHANGED THE REGISTRATION IN THE REGISTER WITH RESPECT TO SUCH TRANSFER.

(III) ANY ATTEMPTED OR PURPORTED TRANSFER OF THIS NOTE, OR A PORTION THEREOF, WHICH DOES NOT COMPLY WITH THE PROVISIONS OF THIS SECTION 10(B) SHALL BE NULL AND VOID AB INITIO AND OF NO FORCE AND EFFECT WHATSOEVER.

(C) BORROWER SHALL TREAT THE REGISTERED OWNER OF THIS NOTE AS THE ABSOLUTE OWNER FOR PURPOSES OF RECEIVING PAYMENT OF, OR ON ACCOUNT OF, INTEREST, PRINCIPAL AND ANY OTHER AMOUNTS DUE, AND FOR ALL OTHER PURPOSES. ALL PAYMENTS OF INTEREST, PRINCIPAL AND ANY OTHER AMOUNTS DUE HEREUNDER SHALL BE MADE TO THE REGISTERED OWNER IDENTIFIED AS HOLDER OF THIS NOTE AS OF THE APPLICABLE DATE OF SUCH PAYMENT, AS SET FORTH IN THE REGISTER.

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SECURED PROMISSORY NOTE

11. STATUS OF HOLDER. HOLDER, AND IT'S DIRECT OR INDIRECT PARTNERS OR OWNERS (IF HOLDER IS A PASS THROUGH OR SIMILAR ENTITY FOR TAX PURPOSES), IS A "UNITED STATES PERSON" AS DEFINED IN CODE §7701(A)(30). IN ADDITION, HOLDER HEREBY REPRESENTS AND WARRANTS THAT:

(A) HOLDER IS THE SOLE RECORD OWNER OF THE NOTE AS WELL AS ANY OBLIGATIONS EVIDENCED BY THE NOTE IN RESPECT OF WHICH IT IS PROVIDING THE REPRESENTATIONS SET FORTH IN THIS SECTION 11;

(B) TO THE EXTENT HOLDER IS NOT TREATED AS A PARTNERSHIP (OR SIMILAR FLOW THROUGH ENTITY) FOR TAX PURPOSES, HOLDER IS THE SOLE BENEFICIAL OWNER OF THE NOTE AS WELL AS ANY OBLIGATIONS EVIDENCED BY THE NOTE IN RESPECT OF WHICH HOLDER IS PROVIDING THE REPRESENTATIONS SET FORTH IN THIS SECTION 11; AND TO THE EXTENT HOLDER IS TREATED AS A PARTNERSHIP (OR SIMILAR FLOW THROUGH ENTITY) FOR TAX PURPOSES, HOLDER'S DIRECT AND INDIRECT PARTNERS ARE THE SOLE BENEFICIAL OWNERS OF THE NOTE AS WELL AS ANY OBLIGATIONS EVIDENCED BY THE NOTE IN RESPECT OF WHICH HOLDER IS PROVIDING THE REPRESENTATIONS SET FORTH IN THIS SECTION 11; AND

(C) HOLDER HAS (AND, AS APPLICABLE, HOLDER'S DIRECT AND INDIRECT PARTNERS, IF ANY, HAVE) PROVIDED BORROWER WITH THE AN IRS FORMS W-9, IN EACH INSTANCE CONFIRMING THAT NO BACKUP WITHHOLDING IS REQUIRED WITH RESPECT TO THE PAYMENTS BY BORROWER UNDER THIS NOTE. HOLDER SHALL PROMPTLY NOTIFY BORROWER AT ANY TIME THAT (I) HOLDER DETERMINES THAT IT IS NO LONGER IN A POSITION TO PROVIDE ANY PREVIOUSLY DELIVERED IRS FORM W-9, (II) HOLDER IS NO LONGER ABLE TO MAKE ANY OF THE REPRESENTATIONS OR WARRANTIES SET FORTH IN THIS SECTION 11, OR (III) ANY OF THE REPRESENTATIONS OR WARRANTIES SET FORTH IN THIS SECTION 11 ARE NO LONGER TRUE. IN ADDITION, EACH SUCH PARTY PROVIDING AN IRS FORM W-9 SHALL DELIVER SUCH FORM PROMPTLY

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SECURED PROMISSORY NOTE

UPON THE OBSOLESCENCE OR INVALIDITY OF ANY FORM PREVIOUSLY
DELIVERED BY SUCH PARTY.

12. **BACKUP WITHHOLDING.** IF BORROWER IS REQUIRED BY LAW TO DEDUCT
AND WITHHOLD ANY TAXES, WITHHOLDINGS OR BACKUP WITHHOLDINGS WITH
RESPECT TO ANY PAYMENTS UNDER THIS NOTE, THEN ANY AMOUNTS SO
DEDUCTED, WITHHELD AND PAID TO THE APPLICABLE GOVERNMENTAL
AUTHORITY SHALL BE TREATED UNDER THIS NOTE AS TIMELY PAID TO THE
AFFECTED HOLDER.

13. **GRANT OF SECURITY INTEREST.** AS A CONDITION FOR HOLDER TO AGREE TO
LEND BORROWER THE FUNDS CONTEMPLATED HEREIN, BORROWER'S MEMBERS
GRANT TO HOLDER A SECURITY INTEREST IN THE MEMBERSHIP INTERESTS OF
THE COMPANY, SUBJECT TO THE INTER-CREDITOR AGREEMENT BETWEEN
HOLDER AND OTHER HOLDERS OF NOTES SIMILAR IN FORM TO THIS NOTE. THIS
SECURITY INTEREST IS GRANTED TO SECURE THE DEBT EVIDENCED BY THIS
NOTE AND ALL COSTS AND EXPENSES INCURRED BY HOLDER IN THE
COLLECTION OF THE DEBT.

14. **MISCELLANEOUS.**

(A) **ENTIRE AGREEMENT: SUCCESSORS AND ASSIGNS.** THIS NOTE, TOGETHER
WITH THE NOTE PURCHASE AGREEMENT AND OTHER NOTE TRANSACTION
DOCUMENTS (AS THAT TERM IS DEFINED IN THE NOTE PURCHASE
AGREEMENT), CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BORROWER
AND HOLDER RELATIVE TO THE SUBJECT MATTER HEREOF. ANY PREVIOUS
AGREEMENT BETWEEN BORROWER AND HOLDER RELATED TO THE SUBJECT
MATTER HEREOF IS SUPERSEDED BY THIS NOTE. THIS NOTE AND THE
OBLIGATIONS HEREUNDER MAY NOT BE ASSIGNED OR OTHERWISE
TRANSFERRED BY HOLDER, WHETHER VOLUNTARILY OR INVOLUNTARILY,

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THURSDAY, MARCH 10, 2022

**P R O P E R T Y P R O S C A P I T A L , L L C ,
A N A R I Z O N A L I M I T E D L I A B I L I T Y C O M P A N Y**

SECURED PROMISSORY NOTE

WITHOUT THE PRIOR WRITTEN CONSENT OF BORROWER (WHICH CONSENT MAY BE GIVEN OR WITHHELD IN BORROWER'S SOLE AND ABSOLUTE DISCRETION). ANY SUCH ATTEMPTED ASSIGNMENT OR TRANSFER WILL BE VOID AND OF NO FORCE OR EFFECT. THE TERMS AND CONDITIONS OF THIS NOTE WILL INURE TO THE BENEFIT OF AND BE BINDING UPON THE RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS OF THE PARTIES HERETO.

(B) NOTICES. ANY NOTICE, DEMAND OR REQUEST REQUIRED OR PERMITTED TO BE GIVEN UNDER THIS NOTE WILL BE IN WRITING AND WILL BE DEEMED GIVEN

(I) WHEN DELIVERED PERSONALLY (INCLUDING BY RECOGNIZED NATIONAL OR INTERNATIONAL COURIER),

(II) WHEN RECEIPT IS CONFIRMED IF SENT BY FACSIMILE, OR

(III) TEN (10) DAYS AFTER DEPOSITED IN THE MAIL, IF MAILED BY REGISTERED OR CERTIFIED MAIL, WITH POSTAGE PREPAID, AND ADDRESSED TO THE PARTIES AS SET FORTH BELOW (OR TO SUCH OTHER ADDRESS AS EITHER BORROWER OR HOLDER WILL DESIGNATE TO THE OTHER BY WRITTEN NOTICE:

IF TO HOLDER IF TO BORROWER:

ATTENTION: PROPERTY PROS

PHONE: FAX #714-464-4347

PROPERTY PROS CAPITAL, LLC



THURSDAY, MARCH 10, 2022

**P R O P E R T Y P R O S C A P I T A L , L L C ,
A N A R I Z O N A L I M I T E D L I A B I L I T Y C O M P A N Y**

SECURED PROMISSORY NOTE

ANY PAYMENTS DUE HOLDER HEREUNDER WILL BE MADE BY CHECK DELIVERED TO THE NAME AND ADDRESS OF HOLDER AS SET FORTH IN SECTION 14(B) ABOVE, (II) BY WIRE TRANSFER TO A BANK ACCOUNT DESIGNATED BY HOLDER, OR (III) SUCH OTHER ADDRESS OR BANK ACCOUNT AS HOLDER WILL ADVISE BORROWER IN WRITING.

(D) SEVERABILITY

IF ANY PROVISION OF THIS NOTE, OR THE APPLICATION OF ANY SUCH PROVISION TO ANY PERSON OR CIRCUMSTANCE, IS HELD TO BE UNENFORCEABLE OR INVALID BY ANY COURT OF COMPETENT JURISDICTION OR UNDER ANY APPLICABLE LAW, BORROWER AND HOLDER WILL NEGOTIATE AN EQUITABLE ADJUSTMENT TO THE PROVISIONS OF THIS NOTE WITH A VIEW TO EFFECTING, TO THE GREATEST EXTENT POSSIBLE, THE ORIGINAL PURPOSE AND INTENT OF THIS NOTE, AND IN ANY EVENT, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS NOTE WILL NOT BE AFFECTED THEREBY.

(E) HEADINGS.

THE HEADINGS OF THE SECTIONS OF THIS NOTE ARE FOR CONVENIENCE AND WILL NOT SOLELY DETERMINE THE INTERPRETATION OF THIS NOTE.

IN WITNESS WHEREOF, BORROWER HAS CAUSED THIS NOTE TO BE SIGNED AS OF THE DATE FIRST WRITTEN ABOVE.

PAYEE: PROPERTY PROS CAPITAL, LLC

FOR THE SOLE PURPOSE OF GRANTING THE SECURITY INTEREST DESCRIBED IN SECTION 13 HEREOF:

PROPERTY PROS CAPITAL, LLC

THIS INTER CREDITOR AGREEMENT (THIS “AGREEMENT”), DATED AS OF _____, IS ENTERED INTO BY AND AMONG THE INDIVIDUALS/ENTITIES SET FORTH ON THE SIGNATURE PAGES APPENDED TO THIS AGREEMENT (REFERRED TO INDIVIDUALLY AS A “LENDER” AND COLLECTIVELY REFERRED TO AS THE “LENDING GROUP”).

RECITALS

A.) PURSUANT TO THAT CERTAIN CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM DATED SEPTEMBER 7, 2021, AND EACH RELATED NOTE PURCHASE AGREEMENT (COLLECTIVELY, THE “OFFERING DOCUMENTS”), EACH LENDER AND PROPERTY PROS CAPITAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (“COMPANY”), HAVE NEGOTIATED THE TERMS AND CONDITIONS OF SEPARATE SECURED PROMISSORY NOTES (COLLECTIVELY, THE “NOTES”). COMPANY HAS AGREED TO SECURE ITS OBLIGATIONS UNDER THE NOTES BY GRANTING THE LENDING GROUP A SECURITY INTEREST IN ITS MEMBERSHIP INTERESTS (THE “COLLATERAL”).

B.) THE LENDING GROUP AS A WHOLE AND EACH LENDER INDIVIDUALLY DESIRE BY THIS AGREEMENT TO ESTABLISH EACH LENDER’S RELATIVE RIGHTS AND PRIORITIES WITH RESPECT TO THEIR SECURED INTEREST AND RIGHTS IN THE COLLATERAL AND TO AGREE TO PROCEDURES FOR ENFORCING RIGHTS AGAINST THE COMPANY’S MEMBERSHIP INTERESTS IN THE EVENT OF DEFAULT.

AGREEMENT

IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY EXPRESSLY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:



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INTER-CREDITOR AGREEMENT
THURSDAY, MARCH 10, 2022

1. INCORPORATION OF RECITALS. THE ABOVE STATED RECITALS ARE INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

2. DEFINITIONS. ALL CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE OFFERING DOCUMENTS.

3. APPOINTMENT OF LENDER REPRESENTATIVE. THE LENDING GROUP MAY ELECT TO APPOINT A REPRESENTATIVE (THE "LENDER REPRESENTATIVE") TO ACT ON BEHALF OF THE LENDING GROUP, INCLUDING DELEGATION OF THE AUTHORITY TO EXECUTE AND DELIVER NECESSARY DOCUMENTS AND AGREEMENTS, AND TO PERFORM MINISTERIAL DUTIES ON BEHALF OF LENDER.

4. RATABLE SHARING OF COLLATERAL. EACH LENDER ACKNOWLEDGES AND IT IS THE INTENT OF THE LENDING GROUP THAT EACH LENDER HEREBY AGREES (AND EACH LENDER HAS IRREVOCABLY ADVISED AND INSTRUCTED COMPANY TO RECOGNIZE) THAT EACH LENDER SHALL PARTICIPATE IN A PERCENTAGE OF THE COLLATERAL CALCULATED AS THE RATIO OF EACH LENDER'S PARTICIPATING INTEREST IN THE NOTES (THE "PARTICIPATING INTEREST") TO THE TOTAL PRINCIPAL AND INTEREST OWED AT ANY TIME UNDER THE NOTES.

5. FORECLOSURE. IF AN EVENT OF DEFAULT AS DEFINED IN THE NOTES (A "DEFAULT") SHALL HAVE OCCURRED AND IS CONTINUING, THOSE LENDERS HOLDING A MAJORITY OF THE PARTICIPATING INTERESTS IN THE NOTES SHALL NOTIFY THE LENDER REPRESENTATIVE OF SUCH DEFAULT AND DIRECT THE LENDER REPRESENTATIVE WITH THE COURSE OF ACTION TO TAKE IN ENFORCING THE LENDING GROUP'S RIGHTS AND REMEDIES UNDER THE NOTES AGAINST THE COMPANY AND COLLATERAL INCLUDING FORECLOSING ON THE COLLATERAL IF NECESSARY. IN THE EVENT OF FORECLOSURE ON THE COLLATERAL, THE



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LENDER REPRESENTATIVE SHALL CAUSE TITLE TO VEST IN THE NAMES OF EACH LENDER, WITH INTERESTS IN THE COLLATERAL IN ACCORDANCE WITH ITS PARTICIPATING INTEREST. THE LENDING GROUP MAY ALSO DIRECT LENDER REPRESENTATIVE TO EXERCISE ANY FURTHER RIGHTS OR REMEDIES UNDER THE NOTES. ANY PROCEEDS RECEIVED FROM ANY SUCH FORECLOSURE, REMEDIAL ACTION, REDEMPTION OR RECEIVERSHIP PROCEEDING RELATED TO THE COLLATERAL SHALL BE SHARED BETWEEN THE LENDERS PARI PASSU IN A MANNER PROPORTIONATE TO THEIR INTEREST IN THE COLLATERAL AT THE TIME OF DETERMINATION.

6. APPLICATION OF PAYMENTS WITH RESPECT TO THE COLLATERAL. IN THE EVENT OF ANY FORECLOSURE, SALE OR OTHER DISPOSITION OF OR REALIZATION IN ANY MANNER UPON ANY OF THE COLLATERAL, ALL MONIES OR OTHER PROPERTY COLLECTED OR RECEIVED BY ANY LENDER OR THE LENDER REPRESENTATIVE WITH RESPECT TO THE COLLATERAL, IN EXCESS OF THE AMOUNT PAID TO DISCHARGE LIENS UPON THE COLLATERAL (IF ANY), SHALL BE DISTRIBUTED BY THE COLLECTING LENDER OR LENDER REPRESENTATIVE AS FOLLOWS:

6.1. FIRST: TO THE LENDER REPRESENTATIVE IN THE AMOUNT OF, AND TO APPLY TO, THE PAYMENT OF REASONABLE COSTS AND EXPENSES INCURRED BY LENDER REPRESENTATIVE IN CONNECTION WITH THE ADMINISTRATION AND ENFORCEMENT OF THIS AGREEMENT, INCLUDING THE REASONABLE FEES AND OUT-OF-POCKET EXPENSES OF COUNSEL EMPLOYED BY THE LENDER REPRESENTATIVE TO THE EXTENT THAT SUCH FEES, ADVANCES, COSTS AND EXPENSES, SHALL NOT PREVIOUSLY HAVE BEEN PAID OR REIMBURSED TO THE LENDER REPRESENTATIVE;

6.2. SECOND: TO THE RATABLE, PARI PASSU PAYMENT OF ANY ADVANCES MADE BY ANY OF THE LENDERS TO SATISFY ANY LIEN OR OTHER CLAIM THAT MAY

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IMPAIR THE COLLATERAL, RATABLY ACCORDING TO THE TOTAL AMOUNTS OWING TO THE RESPECTIVE LENDERS AS A RESULT OF SUCH ADVANCES; AND

6.3. THIRD: TO EACH LENDER, PARI PASSU, IN A MANNER PROPORTIONATE TO ITS PARTICIPATING INTERESTS IN THE COLLATERAL AT THE TIME OF DETERMINATION UNTIL ALL INDEBTEDNESS AND OTHER OBLIGATIONS OWED BY COMPANY UNDER THE NOTES HAVE BEEN SATISFIED IN FULL, THEN ANY EXCESS AMOUNT TO COMPANY.

7. MISCELLANEOUS.

7.1. AMENDMENTS AND WAIVERS. ANY TERM OF THIS AGREEMENT MAY BE AMENDED WITH THE WRITTEN CONSENT OF THE PARTIES OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. ANY AMENDMENT OR WAIVER EFFECTED IN ACCORDANCE WITH THIS SECTION 7.1 SHALL BE BINDING UPON THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

7.2. GOVERNING LAW. THIS AGREEMENT AND ALL ACTS AND TRANSACTIONS PURSUANT HERETO AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

7.3. COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN TWO OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE INSTRUMENT.

PROPERTY PROS CAPITAL, LLC



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INTER-CREDITOR AGREEMENT
THURSDAY, MARCH 10, 2022

7.4. NOTICES. ANY NOTICE REQUIRED OR PERMITTED BY THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE DEEMED SUFFICIENT UPON RECEIPT, WHEN DELIVERED PERSONALLY OR BY A NATIONALLY-RECOGNIZED DELIVERY SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) OR CONFIRMED FACSIMILE, OR FORTY-EIGHT (48) HOURS AFTER BEING DEPOSITED IN THE U.S. MAIL AS CERTIFIED OR REGISTERED MAIL WITH POSTAGE PREPAID, IF SUCH NOTICE IS ADDRESSED TO THE PARTY TO BE NOTIFIED AT SUCH PARTY'S ADDRESS OR FACSIMILE NUMBER AS SET FORTH BELOW OR AS SUBSEQUENTLY MODIFIED BY WRITTEN NOTICE.

7.5. SEVERABILITY. IF ONE OR MORE PROVISIONS OF THIS AGREEMENT ARE HELD TO BE UNENFORCEABLE UNDER APPLICABLE LAW, THE PARTIES AGREE TO RENEGOTIATE SUCH PROVISION IN GOOD FAITH. IN THE EVENT THAT THE PARTIES CANNOT REACH A MUTUALLY AGREEABLE AND ENFORCEABLE REPLACEMENT FOR SUCH PROVISION, THEN (I) SUCH PROVISION SHALL BE EXCLUDED FROM THIS AGREEMENT, (II) THE BALANCE OF THE AGREEMENT SHALL BE INTERPRETED AS IF SUCH PROVISION WERE SO EXCLUDED AND (III) THE BALANCE OF THE AGREEMENT SHALL BE ENFORCEABLE IN ACCORDANCE WITH ITS TERMS.

7.6. ENTIRE AGREEMENT. THIS AGREEMENT AND THE DOCUMENTS REFERRED TO HEREIN ARE THE PRODUCT OF ALL OF THE PARTIES HERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SUCH PARTIES PERTAINING TO THE SUBJECT MATTER HEREOF AND THEREOF, AND MERGE ALL PRIOR NEGOTIATIONS AND DRAFTS OF THE PARTIES WITH REGARD TO THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN. ANY AND ALL OTHER WRITTEN OR ORAL AGREEMENTS EXISTING BETWEEN THE PARTIES HERETO REGARDING SUCH TRANSACTIONS ARE EXPRESSLY CANCELED.



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INTER-CREDITOR AGREEMENT

THURSDAY, MARCH 10TH 2022

THIS INTER-CREDITOR AGREEMENT HAS BEEN DULY EXECUTED BY THE
UNDERSIGNED AS OF THE DAY AND YEAR WRITTEN BELOW:

TODAYS DATE

INVESTORS NAME INVESTORS SIGNATURE

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RECEIPT OF FUNDS CONFIRMATION

THURSDAY, MARCH 10, 2022

THANK YOU FOR YOUR INTEREST IN

**PROPERTY PROS CAPITAL, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY**

(THE "COMPANY") OFFERING OF SECURED PROMISSORY NOTES (EACH, A
"NOTE"). THE COMPANY ACKNOWLEDGES RECEIPT OF THE FUNDS FOR THE
PURCHASE OF A NOTE IN THE AMOUNT DESCRIBED BELOW.

WE VALUE YOUR TRUST AND APPRECIATE YOUR INVESTMENT. YOU SHOULD
RECEIVE A FULLY EXECUTED NOTE PURCHASE AGREEMENT WITHIN 10
BUSINESS DAYS AFTER FUNDS HAVE CLEARED.

SINCERELY,
PROPERTY PROS CAPITAL, LLC

KENNETH WILSON

PROPERTY PROS CAPITAL, LLC



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END OF PAPERWORK FOR APPLICATION

THURSDAY, MARCH 10, 2022



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