

SMALL BUSINESS PANDEMIC RECOVERY FUND LLC

INVESTMENT AGREEMENT

CONTRACT FOR PURCHASE OF OWNERSHIP IN A LIMITED LIABILITY COMPANY

This Investment Agreement is made between Small Business Pandemic Recovery Fund LLC (hereinafter 'FUND') and INVESTOR (as hereinafter identified).

THE INVESTMENT DESCRIBED WITHIN THIS AGREEMENT HAS NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE COLORADO DIVISION OF SECURITIES OR ANY OTHER STATE.

THIS INVESTMENT IS BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM REGISTRATION REQUIREMENTS OF FEDERAL AND STATE LAWS. THESE SECURITIES CANNOT BE RESOLD UNLESS REGISTERED PURSUANT TO OR EXEMPTED FROM SUCH REGISTRATION REQUIREMENTS.

NO REGULATORY AGENCY HAS REVIEWED OR APPROVED THIS INVESTMENT OR ENDORSED THE MERITS OF THIS INVESTMENT OR THE CONTENT OF THE OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

INVESTOR hereby purchases _____ (_____) Units of FUND membership at a price of one dollar (\$1.00) per Unit. Ownership in the FUND represented by a single Unit will equal a percentage determined by dividing one Unit by the total Units sold through this Offering.

SECTION I. IMPLEMENTATION OF AGREEMENT

1. Definitions

- 1.1 For purposes of this Agreement, the following terms shall be defined as set forth below:
- A. "INVESTOR" shall refer to a person, business or other legal entity as hereinafter identified.
 - B. "Member" is any legal person or entity that holds a Unit of equity ownership in the FUND.
 - C. "Offering" shall refer to an offer of the sale of Units to INVESTOR as described in the Offering Memorandum.
 - D. "Offering Memorandum" shall refer to the primary promotional document created by FUND and provided to INVESTOR about the Offering.
 - E. "FUND" shall refer to the Small Business Pandemic Recovery Fund LLC.
 - F. "Party" may refer to INVESTOR or FUND.
 - G. "Unit" shall refer to an investment made by INVESTOR in the FUND. The holder of a Unit shall be a Member with equity ownership in a limited liability company.
- 1.2 All capitalized terms which are not defined in this Investment Agreement shall have the same meanings as in the Offering Memorandum of FUND, which is incorporated herein by reference.

2. Purpose of Agreement

- 2.1 The Parties acknowledge that the purpose of this Agreement is to provide for the sale of Units to INVESTOR by FUND.

3. Relationship of Parties

- 3.1 The relationship between the Parties shall be that of a limited liability company and a Member.
- 3.2 An INVESTOR that purchases as Unit under this Agreement shall be a Non-Voting Member as defined by the FUND's Operating Agreement with the right to participate in the profits and losses of the FUND but without voting rights that would permit participation in the selection of Managers or the management of the FUND.

SECTION II: OBLIGATIONS OF INVESTOR

4. Investment Risk

- 4.1 INVESTOR acknowledges the speculative nature of an investment in the FUND and that its investment is subject to loss if the FUND is unsuccessful.

5. Breakeven Business Model

- 5.1 INVESTOR acknowledges that the FUND will act as a for profit entity however it will implement a breakeven business model with no goal of earning a profit.

6. Private Placement Memorandum

- 6.1 INVESTOR acknowledges and certifies having received and read the Offering Memorandum and that the INVESTOR is familiar with the terms and provisions thereof, particularly with the various risk factors associated with the investment in the FUND.

7. Access to Information

- 7.1 INVESTOR acknowledges and certifies that FUND has given INVESTOR access to such information as the FUND deems necessary and appropriate in evaluating an investment into the FUND.

8. Payment

- 8.1 Upon acceptance and approval of this Agreement by the FUND, FUND shall notify Investor and provide Investor with payment instructions for payment by wire transfer.
- 8.2 Upon reception of payment instructions, Investor shall make payment to the FUND for the full price of the Units.

9. Restrictions on Ownership of Units

- 9.1 INVESTOR acknowledges that the Units purchased through this Agreement and the corresponding ownership interest in FUND shall be subject to the conditions and limitations set forth in the FUND's Articles of Organization and Operating Agreement which are incorporated herein by reference.
- 9.2 INVESTOR agrees not to resell the Units purchased under this Agreement except in accordance with the laws of Colorado and with the express written consent of the FUND, which consent shall not be unreasonably withheld.

10. Warranty of Accredited Investor Status

10.1 Investor warrants that they have enough wealth and/or income to meet the definition of an 'accredited investor' as defined by the U.S. Securities and Exchange Commission.

SECTION III: OBLIGATIONS OF FUND

11. Recognition of INVESTOR

11.1 Upon receipt of payment for the Unit(s), FUND shall recognize INVESTOR as a Member by providing INVESTOR with a digital certificate.

12. Use of Proceeds

12.1 FUND will expend all monies received from INVESTOR as described within the Offering Memorandum.

13. Reports

13.1 During the term of this Agreement, FUND shall generate and deliver to INVESTOR a report on activities, revenues, profits and losses of the FUND for each calendar month. Delivery of the report shall be completed within 30 days following the end of the month.

PART IV: DISPUTE RESOLUTION

14. Attorney's Fees

14.1 In the event suit is brought, arbitration initiated, or an attorney is retained to enforce this Agreement, the prevailing Party shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees, court costs, investigation costs, and other related expenses incurred in connection therewith.

15. Arbitration

15.1 Any claim or controversy arising out of or relating to the performance of this Agreement shall be settled by arbitration with a single arbiter in the Denver metro area, Colorado in accordance with the Judicial Arbiter Group rules. Judgment upon the arbitration award rendered by the arbiter may be entered in any court having jurisdiction thereof.

16. Forum

16.1 The courts of the State of Colorado shall be considered the preferred forum for any action involving this Agreement, subject to the requirement for arbitration set forth above.

PART V: MISCELLANEOUS PROVISIONS

17. Term and Termination

17.1 This Agreement shall continue for a term of one year.

17.2 Upon termination of this Agreement, the FUND shall liquidate all assets and shall make a distribution of all cash to each MEMBER pro rata based upon their percentage of ownership interest in the FUND.

18. Law

18.1 This Agreement shall be deemed entered in the State of Colorado and shall be construed in accordance with the laws of the State of Colorado, and to the extent that involves any United States statute, in accordance with the laws of the United States.

19. Entire Agreement

19.1 This Agreement supersedes all prior communications between the Parties and constitutes the complete agreement between INVESTOR and FUND.

20. Successors and Assigns

20.1 This Investment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

21. Modification

21.1 This Agreement shall only be modified through use of a written document signed by both Parties.

THE PARTIES HEREBY ACKNOWLEDGE THEIR ACCEPTANCE OF THIS AGREEMENT.

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS AND A FACSIMILE COPY OF A SIGNATURE SHALL BE ACCEPTED AS IF IT WERE AN ORIGINAL. UPON INVESTOR SIGNING THIS AGREEMENT, THEY SHALL MAKE A DIGITAL COPY AND EMAIL IT TO THE FUND AT KDAKIN@DAKINCAPITAL.COM

SMALL BUSINESS PANDEMIC RECOVERY FUND LLC

Name of Representative, Title

Signature

Date: _____

INVESTOR:

[name printed] _____

Name of Representative, Title

Signature

Date: _____