

INM OZFUND 2020, LLC

INVESTMENT AGREEMENT

CONTRACT FOR PURCHASE OF OWNERSHIP IN A LIMITED LIABILITY COMPANY

This Investment Agreement is made between INVESTOR and INM OZFUND 2020, LLC (hereinafter the 'FUND').

THE INVESTMENT DESCRIBED WITHIN THIS AGREEMENT HAS NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, THE NEW MEXICO 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.

AMOUNT OF INVESTMENT: _____

NUMBER OF UNITS: _____

PRICE PER UNIT: \$50,000

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. "Act" shall refer to the Tax Cuts and Jobs Act (TCJA) and all associated regulations.
 - B. "Fund" shall refer to INM OZFund 2020, LLC, a New Mexico limited liability company that intends to certify as a Qualified Opportunity Zone Fund.
 - C. "Investment" shall refer to a purchase of Units in FUND.
 - D. "INVESTOR" shall refer to a person or entity as hereinafter identified.
 - E. "Holding Period" shall refer to a term of time beginning upon the investment of money by the INVESTOR into the FUND and continuing for a minimum of ten (10) years thereafter.
 - F. "Maximum Capital Goal" shall refer to the maximum dollar threshold in the amount of \$25,000,000 that FUND may sell through the Offering.
 - G. "Minimum Capital Goal" shall refer to the minimum dollar threshold in the amount of \$250,000 that FUND must sell through the Offering.
 - H. "Offering" shall refer to an offer of the sale of Units to INVESTOR as described in the Offering Memorandum.
 - I. "Offering Memorandum" shall refer to the primary promotional document created by FUND and provided to INVESTOR with regard to the Offering.
 - J. "Party" may refer to FUND or INVESTOR.
 - K. "Qualified Opportunity Zone" is a designated geographic area identified within Notice 2018-48 of the Internal Revenue Service.
 - L. "Qualified Opportunity Zone Fund" is an investment vehicle organized for the purpose of investing in a Qualified Opportunity Zone Business.

- M. "Qualified Opportunity Zone Business" – is a trade or business as defined by the Act.
 - N. "Unit" shall refer to an investment made in the FUND. A Unit shall entitle the holder to the rights of a non-voting member in the FUND and to participate in the profits and losses of the FUND. A Unit does not entitle INVESTOR to vote on any issue.
 - O. "Member" is any legal person or entity that holds a Unit in the Fund.
- 1.2 All capitalized terms which are not defined in this Investment Agreement shall have the same meanings as in the Offering Memorandum of the InvestNewMexico.US Opportunity Zone 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 with the purpose of reinvesting same monies into Opportunity Zone Businesses in a manner that will enable INVESTOR to qualify for tax benefits under the Act.

3. Relationship of Parties

- 3.1 The relationship between the Parties shall be that of a corporation and a Unit holder.

SECTION II: OBLIGATIONS OF INVESTOR

4. Eligibility

- 4.1 INVESTOR acknowledges that investment in the FUND is restricted and hereby warrants that:
- A. INVESTOR IS AN 'ACCREDITED INVESTOR' AS DEFINED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION;
 - B. INVESTOR HAS SUBMITTED DOCUMENTATION ALONG WITH A SIGNED COPY OF THIS INVESTMENT AGREEMENT THAT DEMONSTRATES ITS STATUS AS AN ACCREDITED INVESTOR;
- 4.2 INVESTOR IS AN INDIVIDUAL WHOSE RESIDENCE IS WITHIN THE STATE OF NEW MEXICO OR THAT INVESTOR IS A BUSINESS ENTITY DOING BUSINESS WITHIN THE STATE OF NEW MEXICO AND THAT IS REGISTERED WITH THE NEW MEXICO SECRETARY OF STATE;
- 4.3 INVESTOR DECLARES AND WARRANTS THAT THE MONEY INVESTED INTO THE FUND UNDER THIS AGREEMENT REPRESENTS A 'CAPITAL GAIN' OF INVESTOR AS DEFINED BY THE UNITED STATES TREASURY.
- 4.4 INVESTOR DECLARES THAT INVESTOR RECOGNIZED ITS CAPITAL GAINS ON THE DATE OF _____ .

5. Investment Risk

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

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.

7. Access to Information

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

8. Accredited Investor

8.1 INVESTOR declares that they are an 'accredited investor' as defined by federal law within the meaning of Regulation D and state securities laws.
8.2 INVESTOR shall supply FUND with validation of 'accredited investor' status sufficient to meet federal regulatory requirements for a 506(c) offering.

9. United States Patriot Act

9.1 INVESTOR acknowledges that due to anti-money laundering requirements imposed by the United States, the FUND may require further identification of the INVESTOR and the source of funds before this Investment Agreement can be processed. INVESTOR further acknowledges that all investment payments transferred to the FUND must originate directly from a bank, brokerage or custodial account in the name of the INVESTOR. INVESTOR represents and warrants that all evidence of INVESTOR's identity provided is genuine and all related information furnished to the FUND is accurate.
9.2 INVESTOR represents and warrants that the funds being used to make this investment are not derived from any unlawful or criminal activities.

10. Purchase for Investment

10.1 INVESTOR declares that investment in the FUND is for INVESTOR's account only and not with a view to the distribution of the Units following purchase.

11. Investment Commitment

11.1 INVESTOR hereby makes a commitment to purchase _____ (_____) Units (1 Unit minimum) at a price of fifty thousand dollars (\$50,000.00) per Unit.

12. Payment

12.1 INVESTOR shall pay to FUND the full price of the Units upon signing this Agreement.
12.2 Payment shall be completed by check delivery to:

INM OZFUND 2020, LLC
150 Washington Ave. Suite 201
Santa Fe, New Mexico 87501

or by wire to:

Bank Name: Sunflower Bank, N.A.
Bank Address: 3025 Cortland, Salina, KS 67401
Swift Code: SNBAUS44
For Credit Into : INM OZFund 2020
Account number 9300015750
Routing number 101100621

13. Restrictions on Ownership of Units

- 13.1 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.
- 13.2 INVESTOR agrees not to resell the Units purchased under this Agreement except in accordance with the laws of New Mexico and with the express written consent of the FUND, which consent shall not be unreasonably withheld.
- 13.3 FUND shall hold a right of first refusal to purchase the Units of INVESTOR. If INVESTOR elects to sell its Units, INVESTOR shall notify FUND. Within thirty (30) days following receipt of notice, FUND may match the price for the Units offered by a third party or reach an agreement with INVESTOR for a different price. If FUND declines to match the price for the Units, then INVESTOR may sell its Units without restriction.

14. Tax Incentives

- 14.1 INVESTOR acknowledges that INVESTOR may realize the potential maximum tax benefits from his or her investment in the FUND by holding Units for the entirety of the Holding Period.
- 14.2 INVESTOR ACKNOWLEDGES THAT IF INVESTOR SELLS ITS UNITS PRIOR TO THE EXPIRATION OF THE HOLDING PERIOD, THEN INVESTOR MAY LOSE PART OR ALL OF THE POTENTIAL TAX BENEFITS.

15. Distributions to INVESTOR

- 15.1 INVESTOR acknowledges that in order to achieve the maximum tax benefit from investing in an Opportunity Zone Fund, the FUND does not intend to make any distributions except for pass through of ordinary income from operations until expiration of the 'Holding Period'.
- 15.2 FUND shall maintain records of INVESTOR'S capital account that will reflect the amount of their investment, allocation of ordinary income and projected earnings from investment in and sale of Qualified Opportunity Zone Businesses.
- 15.3 INVESTORS may borrow money against their Units, subject to the right of first refusal granted to the FUND.

16. Indemnification

- 16.1 INVESTOR agrees to indemnify and hold harmless the FUND and its managers, officers, members, directors, controlling persons, and agents from and against all damages, losses, costs and expenses (including reasonable attorneys' fees) which they may incur by reason of the breach of the representations, warranties and agreements made by INVESTOR herein.

SECTION III: OBLIGATIONS OF FUND

17. Qualified Opportunity Zone Fund

- 17.1 FUND declares that it plans to self-certify as a Qualified Opportunity Zone Fund to invest in the selected Qualified Opportunity Zone Businesses.
- 17.2 FUND declares that it intends to conform to the requirements for a Qualified Opportunity Zone Fund for the term of the Holding Period.

18. Capital Goals

- 18.1 FUND shall solicit Investments through this Offering until it achieves its Maximum Investment Goal. If FUND fails to obtain investments equal to its Minimum Investment Goal by June 30, 2020, then FUND shall cease solicitations and return all monies received from any Investors without interest.

19. Acceptance of Investment

- 19.1 FUND reserves the right to accept part, all or none of the Investment from INVESTOR.
19.2 If FUND declines any part of the Investment, FUND shall not be required to specify any cause for the declination.

20. Recognition of INVESTOR

- 20.1 If FUND accepts the purchase of Units by INVESTOR, FUND shall recognize INVESTOR by providing INVESTOR with a digital certificate.

21. Use of Proceeds

- 21.1 FUND will invest 90% to 100% of monies received from INVESTOR into Qualified Opportunity Zone Businesses.

22. Term of Investment in PROJECT

- 22.1 As currently planned, the FUND may sell part or all of its investment in any Qualified Opportunity Zone Business prior to the expiration of the Holding Period. In such event, all proceeds from said sale shall be rolled over into an investment in other Qualified Opportunity Zone Businesses until expiration of the Holding Period.
22.2 Changing business conditions may cause the FUND to limit or cease operations prior to the expiration of the Holding Period.

23. Reports

- 23.1 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 quarter. Delivery of the report shall be completed within 30 days following the end of the quarter.

PART IV: DISPUTE RESOLUTION

24. Attorney's Fees

- 24.1 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.

25. Arbitration

- 25.1 Any claim or controversy arising out of or relating to the performance of this Agreement shall be settled by arbitration with a single arbitrator in Albuquerque, New Mexico in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the arbitration award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

26. Forum

26.1 The courts of the State of New Mexico 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

27. Term and Termination

27.1 This Agreement shall continue for an indefinite term unless terminated under the provisions of this Agreement.

28. Law

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

29. Entire Agreement

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

30. Successors and Assigns

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

31. Modification

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

INVESTOR HEREBY ACKNOWLEDGES ITS ACCEPTANCE OF THE TERMS AND CONDITIONS STATED WITHIN THIS AGREEMENT AND ALL DISCLOSURES WITHIN THE OFFERING MEMORANDUM

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS AND A FACSIMILE COPY OF A SIGNATURE SHALL BE ACCEPTED AS IF IT WERE AN ORIGINAL.

INM OZFUND 20202, LLC

_____ Date: _____
Name of Representative, Title

INVESTOR SIGNATURE
INDIVIDUAL AND JOINT TENANTS

Name of Investor

Signature

Date: _____

Address

Email Address: _____

Phone: _____

Social Security Number or EIN: _____

(INVESTOR must provide a social security number or other tax identification number upon request.)

In the event of a distribution to INVESTOR, FUND is authorized to make payment by check delivery to:

Name: _____

Address: _____

City, State, Zip: _____

or by wire to:

Bank Name: _____

Bank Address: _____

Swift Code: _____

For Credit Into: _____

Account number: _____

Routing number: _____

Name of Joint Investor (if any)

Signature

Date: _____

Address

Email Address: _____

Phone: _____

Social Security Number or EIN: _____

(INVESTOR must provide a social security number or other tax identification number upon request.)

INVESTOR SIGNATURE

BUSINESS ENTITIES

[If two or more signatures are required, add an additional signature page for each person.]

INVESTOR - Name of Entity

Printed Name of Representative, Title

Signature of Representative, Title

Date: _____

Address

Email Address: _____

Phone: _____

Social Security Number or EIN: _____

(INVESTOR must provide a social security number or other tax identification number upon request.)

In the event of a distribution to INVESTOR, FUND is authorized to make payment by check delivery to:

Name: _____
Address: _____
City, State, Zip: _____

or by wire to:

Bank Name: _____
Bank Address: _____
Swift Code: _____
For Credit Into: _____
Account number: _____
Routing number: _____

Name of Joint Investor (if any)

Signature

Date: _____

Address

Email Address: _____

Phone: _____

Social Security Number or EIN: _____

(INVESTOR must provide a social security number or other tax identification number upon request.)

INVESTOR SIGNATURE

TRUST

Name of Trust

Trust's Social Security Number or Tax ID Number

Date of Trust

Printed Name of Trustee

_____ Date: _____
Signature of Trustee

Trustee's Social Security Number or Tax Identification Number

Trustee's Date of Birth

Address

Email Address: _____

Phone: _____

In the event of a distribution to INVESTOR, FUND is authorized to make payment by check delivery to:

Name: _____
Address: _____
City, State, Zip: _____

or by wire to:

Bank Name: _____
Bank Address: _____
Swift Code: _____
For Credit Into: _____
Account number: _____
Routing number: _____

FINANCIAL ADVISOR INFORMATION

Name of Firm

Address

Email Address: _____

Phone: _____

Financial Advisor Attestations: FA Must Sign below

The undersigned Financial Advisor hereby certifies that Financial Advisor is (check the appropriate box or boxes):

- A registered broker-dealer.
- An investment adviser registered with the SEC.

The undersigned Financial Advisor hereby further certifies that (check each box if true):

- Financial Advisor has provided the INVESTOR with the Fund's Offering Memorandum and has had substantive discussions with the INVESTOR regarding the speculative nature of the Fund, its investment strategies and risks, and the illiquidity of an investment in the Fund;
- Financial Advisor has determined that the INVESTOR is an "accredited investor" (as defined in the Investment Agreement), for example by reviewing the INVESTOR's bank statements, tax returns, tax assessments, and independent appraisals.
- Financial Advisor has reasonable belief that all the representations made by the INVESTOR in the Investment Agreement are true and correct; and
- Based on information obtained from the INVESTOR regarding the INVESTORS's investment objectives, other investments, financial situation and needs, Financial Advisor believes that an investment in the Fund is suitable for the INVESTOR.

Printed Name of Representative, Title

Signature of Representative, Title

Date: _____

Representative Identity Number