
SUBSCRIPTION AGREEMENT
("Subscription Agreement")

RIVERBOUND
DEVELOPMENT QOF, LLC

Riverbound Storage Management, LLC

SECURITIES BEING SOLD AND THE OFFERING DESCRIBED BELOW HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT"), AND HAVE NOT BEEN QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED WITHOUT SUCH REGISTRATION OR QUALIFICATION UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION IS THEN AVAILABLE. NO STATE OR FEDERAL REGULATORY AGENCY HAS REVIEWED OR OTHERWISE PASSED UPON THE ACCURACY OR ADEQUACY OF ANY DOCUMENTS BEING DELIVERED TO INVESTORS IN CONNECTION WITH THIS OFFERING.

SUBSCRIPTION AGREEMENT
("Subscription Agreement")

FOR

Riverbound Development QOF, LLC
a Delaware limited liability company

Riverbound QOF Management, LLC
23702 Birtcher Drive
Lake Forest, California 92630
Attn: Ryan P. Rodney, Manager

Dear Mr. Rodney:

I am writing to subscribe for Units (the "**Units**") in **Riverbound Development QOF, LLC**, a Delaware limited liability company (the "**Company**"), which are available for purchase in an offering of equity capital (the "**Offering**") in order to fund the costs of developing the Project described below and in that certain Second Restated Confidential Private Placement Memorandum (the "**Memorandum**") to which this Subscription Agreement is attached.

SUBSCRIPTION

I have enclosed my check in the amount of \$_____ for _____ Unit(s), payable to:

Riverbound Development QOF, LLC

I understand that Riverbound Management QOF, LLC, a Delaware limited liability company is the Manager of the Company (the "**Manager**"). If I so request, and if the Manager agrees, I may be able to transmit my subscription funds by wire transfer to the Manager in accordance with wiring instructions provided to me by the Manager hereafter. Subscription funds are being tendered as the purchase price for the Unit(s).

COMPANY BUSINESS

I understand that the Company, together with its sister companies, has been formed to fund the development (in up to four phases) of a 500-unit (estimated) custom storage facility and RV park in Mohave County, Arizona, and to own and operate said storage facility and RV park once completed, as detailed in the Memorandum, its exhibits, and in other brochures and/or literature that have been delivered to me (the "**Offering Documents**"). The Company's business so described is referred to in this Subscription Agreement and in the Offering Documents as the "**Project**".

TERMS OF SUBSCRIPTION

I am tendering this subscription on the following terms and conditions:

1. Unconditional Subscription. This is an unconditional offer to purchase the Units indicated above. Once I have signed and submitted this Subscription Agreement along with my subscription funds, I may not rescind my offer to purchase the Units.

2. Minimum Offering Amount; Use of Proceeds. The Company will be authorized to use my subscription funds to complete the development, construction, and disposition of the properties comprising the Project. An affiliated entity, known as **RIVERBOUND STORAGE MANAGEMENT, LLC**, a Delaware limited liability company (the "**Developer**"), in which the Company owns an equity interest, has purchased and acquired the real property on which the Project will be developed, and will act as developer of the Project and operator of the storage facility and RV park upon completion.

3. Discretion To Accept Subscription. The Company may reject my subscription and return my funds to me without interest and without any deduction or offset for any reason in the sole and absolute discretion of the Manager. If this subscription is not accepted on or before the expiration of the Offering, this subscription and all of the agreements hereunder or related hereto shall automatically be canceled and terminated, unless otherwise determined in writing by the Company.

REPRESENTATIONS AND ACKNOWLEDGMENTS

By executing this Subscription Agreement, I am making the following representations and warranties in order to induce the Company to accept my subscription for the Unit(s). I acknowledge that the Company will be relying upon the following representations and warranties in connection with determining whether the Offering is exempt from registration under the Securities Act and the securities laws of any state in which the Unit(s) may be offered.

4. Risk Factors. I acknowledge that an investment in the Company is subject to numerous investment, business, and operating risks, as described in the Memorandum under the heading "Risk Factors."

5. Examination of Risks. I understand that the Company is conducting the Offering in order to fund certain acquisition and financing costs and general working capital reserves for the Company's use in connection with financing or completing the Project. I have examined the risks associated with this investment, including but not limited to the risks referenced in Paragraph 1, above, and understand that

neither the Company, the Manager, nor their affiliates can guarantee the return of my capital or that I will derive any income or profit from my investment.

6.! Pro Forma Projections. I have reviewed the pro forma projections included in the Offering Documents, and hereby confirm that the Company has afforded me and my advisors an opportunity to inquire as to such issues as I may believe to be pertinent in connection with deciding whether to purchase Units in the Offering. I acknowledge that there can be no assurance that the Company will realize the financial results set forth in those pro forma projections, that they are based upon the Company's current projection of the revenues and expenses of the Project based upon currently available information, and that those revenues and expenses will change over time.

7.! Entity Agreements. I have read and understand the Company's Limited Liability Company Agreement, and have had an opportunity to ask the principals of the Manager any questions that I or my advisors may have regarding said Limited Liability Company Agreement. I acknowledge and agree that if my subscription is accepted, then I will be bound by and subject to the terms of and the conditions and restrictions contained in the Limited Liability Company Agreement, including specifically the restrictions upon transfer of Units, as now in effect and as amended from time to time, and I agree to become a Member of the Company as provided in the Limited Liability Company Agreement.

8.! Fees and Expense Reimbursements to Manager and Developer. I acknowledge that the Developer is developing the Project and that the Company owns an equity interest in the Developer. I acknowledge that the Manager is entitled to a management fee payment equal to four percent (4%) of total invested capital in this Offering. Such management fee may be paid to the Manager in installments throughout the development and disposition of the Project, or in one or more lump-sum payments, in the sole discretion of the Manager. The Company, along with its sister companies, is obligated to advance or reimburse all development costs for the Project to the Developer, as and when requested by the Developer in the discretion of the Manager. By signing this Agreement and the related Limited Liability Company Agreement, I am approving (a) the above-described structure and Project funding plans, (b) the payment of a management fee to the Manager, and (c) any other expense reimbursement to the Developer to develop and construct the Project.

9.! Disclosure. I have been furnished with all materials that I have requested concerning the Project, its planned operation, and its financial condition. Company officials have answered all inquiries, if any, that I have made relating thereto, and my advisors and I have been afforded the opportunity to obtain any additional information necessary to my decision to invest in the Company.

10.! Indemnification Obligation. I recognize that the Company's Limited Liability Company Agreement exculpates the Manager from liability (including attorneys' fees) to the fullest extent of the law.

11.! Accredited Investor Status. I understand that the Units are being offered and sold under the "private placement" exemption from registration provided by Sections 3(b) and/or 4(2) of the Securities Act and Regulation D promulgated thereunder, and corresponding exemptions available under state securities laws. I warrant to you that that I am an "accredited investor" as that term is defined under applicable securities laws. I understand that in order to qualify as an accredited investor, either (a) the prospective investor must have a net worth, either individually or collectively with his or her spouse, of at least \$1,000,000 (disregarding the value of the investor's principal residence), or (b) the

investor must have income of not less than \$200,000 in each of the last two years and expect to have income of at least \$200,000 in the current year (or \$300,000 if combined with the income of the investor's spouse).

12. Financial Liquidity; Risk of Loss. I have adequate means of providing for my current financial needs and possible future contingencies, and I have no need for liquidity in this investment. I have not borrowed funds to purchase my Units without having a source of repayment of the borrowed funds other than the Units that I am purchasing. I have the financial ability to bear the risk of this investment and can afford to lose the entire amount of my investment.

13. Independent Investment Advice. I have made such inquiries and investigations as I and my advisors determined to be appropriate for the purpose of deciding whether to invest in the Company. I acknowledge that I have been advised to consult with my own attorney and/or accountant concerning this investment, the risks associated with it, and its suitability to my financial situation and investment objectives.

14. Investment Representation. I am making this investment as a principal for my own account and not for the benefit of any other person or with a view to or for sale in connection with any distribution from the Company.

15. No Marketability; Restrictions on Transfer. I realize that there will be no market for the sale of the Units for which I am subscribing, that I may have to hold my Units indefinitely, and that I may be unable to sell my Units under any circumstances, including an emergency. I recognize that "stop transfer" instructions will be issued against my Units and that a legend will be placed on any certificate evidencing my Units to the following effect:

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. WITHOUT SUCH REGISTRATION, SUCH INTERESTS MAY NOT BE SOLD, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED, EXCEPT UPON CONSENT OF THE MANAGER AND DELIVERY TO THE COMPANY OF AN ACCEPTABLE OPINION OF COUNSEL THAT REGISTRATION IS NOT REQUIRED.

16. No Registration or Qualification. I acknowledge that the Units that I am purchasing have not been registered or qualified with or approved or disapproved by the Securities and Exchange Commission, or the securities commissioner of any state, and neither the Securities and Exchange Commission nor any other authority has passed upon or endorsed the adequacy or merits of this Offering. I also understand that my Units may not be transferred in the absence of such registration and qualification or an exemption therefrom, as well as the Company's receipt (unless expressly waived by the Company) of a written opinion of counsel satisfactory to the Company to the effect that the transfer will not violate applicable securities laws or adversely affect the tax status of the Company.

17. Tax Matters. I acknowledge that my proposed investment in the Company is being made with qualified capital gains funds pursuant to the "qualified opportunity zone" rules under Section 1400z(2)(d) of the federal Internal Revenue Code of 1986, as amended, and the Treasury Regulations

promulgated thereunder (the "**OZ Rules**"). I acknowledge and understand that the Company has self-declared or will self-declare as a qualified opportunity fund under the OZ Rules, but that the Company cannot and will not make any representation or warranty as to the tax treatment of my Units, that I have sought the advice and counsel of my own tax and other advisors as to my purchase of Units and that I have not relied on any statements made by the Company or its Manager as to the individual tax treatment of any investment in the Company. I further acknowledge that the Company is only accepting subscriptions of eligible capital gains funds from prospective investors and that the remaining funding for the Project will be raised by the Company's sister companies.

18. Indemnity. I agree to indemnify and hold the Company, and the manager and members of the Manager free and harmless from and against any loss, damage, or liability arising from or due to any breach by the undersigned of any of the representations and warranties contained in this Subscription Agreement and the Registration Form being executed and delivered by me in connection with my proposed investment in the Company. I further agree to indemnify and hold the Company harmless from and against any tax loss or liability relating to the tax treatment of my investment in the Company under the OZ Rules or otherwise.

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REGISTRATION OF UNITS

(TO BE COMPLETED BY ALL INVESTORS)

1. Form of Ownership. If my subscription is accepted, then please register ownership of my Units as follows:

- Individual, as a single person
- Investor's name, as community property
- Husband and Wife, as community property
- Married (Man) (Woman) as sole and separate property
- Joint Tenants
- Tenants in Common
- Revocable, *inter vivos* trust
- Other (e.g., corporation, company, trust, single man, etc.): _____

2. Registered Name. The exact spelling of the name(s) under which this investment is to be registered is (are) as follows:

3. Taxpayer ID Number (SSN or EIN): _____

4. Registered Address. Communications should be addressed as follows:

Telephone: (____) _____

Facsimile: (____) _____

Email: _____

I DECLARE UNDER PENALTY OF PERJURY THAT THE INFORMATION WHICH I HAVE SUPPLIED IS TRUE, CORRECT AND COMPLETE IN ALL RESPECTS.

EXECUTED as of _____, 20__.

(Printed name of subscriber)

(Printed name of subscriber)

(Signature of subscriber)

(Signature of subscriber)

ACCEPTANCE OF SUBSCRIPTION

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this ____ day of _____, 20__.

MANAGER:

RIVERBOUND QOF MANAGEMENT, LLC
a Delaware limited liability company

By _____
Ryan P. Rodney, Manager

APPENDIX 1

INSTRUCTIONS TO SUBSCRIBERS

Prospective investors who desire to purchase Units in the Company should proceed as follows:

1. Complete, date, and sign the Subscription Agreement and attachments (including the Investor Suitability Questionnaire attached as **APPENDIX 2**).
2. Complete, date, and sign the signature page to the Limited Liability Company Agreement.
3. Unless otherwise instructed specifically by the Manager, obtain a check or bank wire payable to the Company, in the full amount of the subscription price for the investment you are making in the Company.
4. Deliver the documents listed in Items 1 and 2, above, to the below address, or scan and email to the below-listed email address, and either include your check for the purchase price of the Units (or call us for wire instructions) payable to:

“Riverbound Development QOF, LLC”

Address your submission to the following:

Riverbound QOF Management, LLC
23702 Birtcher Drive
Lake Forest, California 92630
Attn: Ryan P. Rodney, Manager
P: 877-917-0142
E: services@riverboundcustomstorage.com

SUBSCRIPTIONS WILL BE ACCEPTED OR REJECTED IN THE SOLE DISCRETION OF THE COMPANY’S MANAGER, WHICH RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART.

APPENDIX 2

INVESTOR SUITABILITY QUESTIONNAIRE

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "accredited investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Units. This questionnaire is not an offer to sell securities.

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an investor in the offering and/or to ascertain your general suitability for investing in the Units.

****Please answer all questions completely and execute the signature page****

A. Personal Information

- 1. Name: _____
- 2. Address of principal residence: _____

- 3. Residence phone: (____) _____
- 4. Where are you registered to vote? _____
- 5. Your driver's license is issued by the following state: _____
- 6. Other residences or contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

- 7. Please send all correspondence to:
 - (1) _____ Residence address provided above
 - (2) _____ Business address provided below
- 8. Date of birth: _____
- 9. Citizenship: _____
- 10. Social security number or tax ID: _____

B. Occupation and Income

- 1. Occupation: _____
 - (a) Business address: _____

 - (b) Business phone: (____) _____

- 2. Individual gross income during each of the last two years exceeded \$200,000.
(1)___Yes (2)___No
- 3. Joint gross income with spouse during each of the last two years exceeded \$300,000.
(1)___Yes (2)___No
- 4. Estimated gross income during current year will exceeds \$200,000.
(1)___Yes (2)___No
- 5. Estimated joint gross income with spouse during current year will exceed \$300,000.
(1)___Yes (2)___No

C. Net Worth

- 1. Current net worth or joint net worth with spouse (“net worth” includes all of the assets owned by you and your spouse in excess of total liabilities, **excluding the fair market value, less any mortgage, of your principal residence**).
(1)___\$50,000-\$100,000 (2)___\$100,000-\$250,000 (3)___\$250,000-\$500,000
(4)___\$500,000-\$750,000 (5)___\$750,000-\$1,000,000 (6)___over \$1,000,000
- 2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies.
(1)___Yes (2)___No

D. Affiliation with the Company

- 1. Are you an executive officer of, or act in any managerial capacity for, the Company?
(1)___Yes (2)___No

E. Investment Percentage of Net Worth

- 1. Does your total planned investment in this offering exceed 10% of your net worth (or joint net worth with your spouse) at the time of investment?
(1)___Yes (2)___No

F. Consistent Investment Strategy

- 1. Is this investment consistent with your overall investment strategy?
(1)___Yes (2)___No

G. Specific Questions Related to Investment Experience

- 1. Are you aware that the proposed Offering of Units requires your capital investment to be maintained for an indefinite period of time?
(1)___Yes (2)___No

2. Please indicate below the general, business, or professional education and the degrees received by you:

School/Degree Obtained: _____ Year Received: _____

- 3. Frequency of investment in market securities:
 (1)____Often (2)____Occasionally (3)____Seldom (4)____Never
- 4. Frequency of investment in commodities futures:
 (1)____Often (2)____Occasionally (3)____Seldom (4)____Never
- 5. Frequency of investment in options and derivatives:
 (1)____Often (2)____Occasionally (3)____Seldom (4)____Never
- 6. Frequency of investment in securities purchased on margin:
 (1)____Often (2)____Occasionally (3)____Seldom (4)____Never
- 7. Frequency of investment in illiquid securities:
 (1)____Often (2)____Occasionally (3)____Seldom (4)____Never

H. Subscriber’s Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information.

Date: _____, 20__

Subscriber:

Print Name _____

By _____
 (signature)

By _____
 (joint/additional signature)

Name/Title
 of Signatory _____

 (additional signatory name/title)

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the day and year first hereinabove written.

MEMBER:

Name: _____

Signed: _____

Print Name
of Signatory: _____

Address and Phone Number of Member:

