

**INTELLIGENT FUND MANAGEMENT, LLC  
OFFERING OF CLASS B UNITS \$1000.00 PER UNIT  
\$10,000 MINIMUM INVESTMENT**

\_\_\_\_\_  
Name of Purchaser (please print)

**SUBSCRIPTION AGREEMENT**

Intelligent Fund Management, LLC  
9111 Jollyville Rd, Suite 275  
Austin, Texas 78759

Ladies and Gentlemen:

In connection with the purchase, by the undersigned investor (the "Subscriber"), of Voting Class B Units (the "Units") of Intelligent Fund Management, LLC, a Texas limited liability company (the "Company"), the parties hereto agree as follows:

1. Subscription. The Company is hereby offering a total investment of up to \$150,000 dollars in the Company with a minimum initial investment of \$10,000. Additional investment thereafter is permitted in increments of \$5,000. Each \$10,000 investment will purchase 2 Units, and each \$5,000 investment thereafter will purchase an additional 1 Unit.

Subject to the terms and conditions hereof, the Subscriber hereby irrevocably subscribes for and agrees to purchase \_\_\_\_\_ Units and tenders herewith a check in the amount of \$\_\_\_\_\_ payable to the order of the Company.

2. Acceptance of Subscription. The Subscriber understands and agrees that this subscription is made subject to the unconditional right of the Company to reject any subscription, in whole or in part, for any reason whatsoever.

3. No Special Account. The Subscriber understands that the total amount subscribed will be, upon receipt, delivered to the Company for use by the Company without restrictions or escrow.

4. Risk Factors. An investment in Units of the Company involves a high degree of risk and should be regarded as speculative. As a result, the purchase of Units should be considered only by persons who can reasonably afford a loss of their entire investment. In addition to the other information contained in this document, prospective investors should consider carefully the following risk factors before purchasing Units.

Subscriber acknowledges and understands that the Company proposes to use substantially all of the investment proceeds to pay Nirvana Systems, Inc. ("Nirvana") to acquire intellectual property rights and certain license rights, and to fund the continued development and marketing of the OmniFunds product, as more fully described in the business summary attached hereto (the "Business Summary"). Nirvana Systems, Inc. is a company owned [87.4%] by H. Edward Downs, II, who is the founder and majority owner of the issuer in this offering, Intelligent Fund Management, LLC. Subscriber further acknowledges and understands that any investment in the

Company is highly speculative and subject to a high degree of risk. These risks include, but are not limited to, the following:

(a) Operational History. The Company is a recently formed company with little operational history. The Company currently believes it will need capital in the amounts reflected in the Business Summary to achieve the projections contained herein. To the extent the proceeds of this offering are less than that amount the Company may attempt to raise further funds by equity investment. In addition, the Company may need to raise additional capital which may have an adverse impact on an investment in the Company.

(c) No Assurance of Profitable Operations. The Business Summary of the Company projects income and expenses based upon the best estimates of management. Due to the unique and innovative nature of the business the projections of both income and expenses contained in the Business Summary involve a high degree of estimation with no similar business experiences to review.

If the Company does not commence operations or operate profitably for any reason, purchasers in this offering may never receive any distributions from the Company; further, the Company may not have any assets and the investors may lose their entire investment.

(c) Arbitrary Offering Price. The Company has arbitrarily determined the offering price per Unit. Among the factors considered were estimates made by the manager as to the future prospects of the Company and its operations, expenses and potential revenues. Such estimates were prepared by the Company's manager based on his business. There can be no assurances the projections for the Company will be achieved.

5. The Class B Units. The Class B Units are non-voting units. The rights of the Class B Unit Holders are described in the Company Agreement. H. Edward Downs, II is the manager of the Company and is the 51% owner of the existing Class A (voting) Units. Under the terms of the Company Agreement, in the event of H. Edward Downs, II death (and in all likelihood, under any other circumstances in which H. Edward Downs, II ceases to be the manager of the Company), Nirvana will take over as manager of the Company.

(a) Tax Status. Following the Subscriber's acquisition of Class B Units, Company management intends for the Company to be taxable as a partnership for federal income tax purposes; however, the Company has not received any ruling from any governmental authority regarding its tax status. Assuming that the Company is taxable as a partnership, each Unit Holder will receive a K-1 each year showing such Unit Holder's pro-rata share of Company income, gain, loss and deduction, which each Unit Holder must then report on his individual tax return. Although the actual tax consequences of investing in the Company will depend upon the Company's operations, Company management anticipates that the distributions to the Unit Holders will be taxable to the Unit Holders as ordinary income. Each Subscriber should consult with his individual tax advisor regarding the tax consequences of owning Units in the Company.

(b) Dilution. Subscribers in this offering may experience a subsequent dilution in their investment if the Company elects, in its sole discretion, to raise more capital which capital will be retained by the Company. The dilution may impact the share of available cash an investor receives and may also impact whether the investor receives the return on investment described herein.

(d) Lack of Transferability, Marketability and Liquidity of the Units. There will be no public market for the Units following the completion of this offering and it is not likely that a public market for the Units will develop in the near future. Consequently, investors should be prepared to remain members of the Company indefinitely. The Units have not been registered under the Securities Act of 1933, as amended (the "Act"), or any state securities laws, and are being offered in reliance on certain exemptions contained in the Act and such state securities laws. The Units are subject to a right of first refusal in favor of the Company in the event a Member wishes to sell some or all of its Units. Any transfer of the Units will be subject to the restrictions set forth in the Company Agreement.

(e) Risk of Capital Shortfall. Nirvana will rely on the capital being raised in this offering for Nirvana to complete the development of the OmniFunds product. If the concept or the amount of funding is not sufficient for Nirvana to complete development of the OmniFunds product, the Company may not be as profitable as projected, or not be profitable at all. Our plan depends on the successful launch of the OmniFunds product.

6. Representation and Warranties of the Subscriber. The Subscriber understands and acknowledges that the Units are being offered and sold under one or more of the exemptions from registration provided for in the Act including Regulation D promulgated thereunder. The Subscriber acknowledges that the Units are being purchased without the Subscriber being offered or furnished any offering literature, prospectus or other material, financial or otherwise, except the Business Summary, and that this transaction has not been scrutinized by the United States Securities and Exchange Commission or by any regulatory authority charged with the administration of the securities laws of any state. The Subscriber hereby further represents and warrants as follows:

(a) the Subscriber confirms that he understands and has fully considered, for purposes of this investment, the risks of an investment in the Units and understands that: (i) this investment is suitable only for an investor who is able to bear the economic consequences of losing his entire investment, (ii) the purchase of the Units is a speculative investment which involves a high degree of risk of loss by the Subscriber of his entire investment, and (iii) that there will be no public market for the Units and accordingly, it may not be possible for him to liquidate his investment in the Units in case of an emergency;

(b) the Subscriber acknowledges that any statements made or materials provided contain the views of the management of the Company and its management, and that neither the Company nor its management has conducted any marketing studies or analysis with regard to the Company's prospects;

(c) the Subscriber confirms that he is: (i) an "Accredited Investor" as the term is defined pursuant to Regulation D promulgated under the Act; (ii) able to bear the economic risk of this investment, (iii) able to hold the Units for the period of time set forth herein, and (iv) presently able to afford a complete loss of his investment; and represents that he has sufficient liquid assets so that the illiquidity associated with this investment will not cause any undue financial difficulties or affect the Subscriber's ability to provide for his current needs and possible financial contingencies, and that his commitment to all speculative investments (including this one if his subscription is accepted by the Company) is reasonable in relation to his net worth and annual income;

(d) the Subscriber has such knowledge and experience in financial and business matters and that he is capable of evaluating the merits and risks of an investment in the Units and of making an informed investment decision;

(e) the Subscriber has had the opportunity to discuss with his representatives, including his attorney and/or his accountant, if any, the tax consequences of his investment in the Units;

(f) the Units are being acquired by the Subscriber solely for his own personal account, for investment purposes only, and not with a view to, or in connection with, any resale or distribution thereof; the Subscriber has no contract, undertaking, understanding, agreement or arrangement, formal or informal, with any person to sell, transfer or pledge to any person the Units for which he hereby subscribes, any part thereof, any interest therein or any rights thereto; the Subscriber has no present plans to enter into any such contract, undertaking, agreement or arrangement; and he understands the legal consequences of the foregoing representations and warranties to mean that he must bear the economic risk of the investment for an indefinite period of time because the Units have not been registered under the Act and, therefore, cannot be sold unless they are subsequently registered under the Act (which the Company is not obligated, and has no intention, to do) or unless an exemption from such registration is available; the Units will be considered "Restricted Securities" for purposes of Rule 144 promulgated under the Act;

(g) the Subscriber understands that no Federal or state agency has passed on or made any recommendation or endorsement of the Units and that the Company is relying on the truth and accuracy of the representations, declarations and warranties herein made by Subscriber in offering the Units for sale to the Subscriber without having first registered the Units under the Act;

(h) if the Company issues certificates for the Units, the Subscriber consents to the placement of a legend on such certificates as required by applicable securities laws, including legends in form substantially as follows:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER ANY STATE SECURITIES LAW, AND NO INTEREST THEREIN MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED, AND THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD EXCEPT UNDER THE TERMS OF THE COMPANY AGREEMENT AND UNLESS: (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAW OR (2) THE COMPANY RECEIVES AN OPINION OF LEGAL COUNSEL TO THE COMPANY OR OTHER COUNSEL TO THE HOLDER OF THESE SECURITIES (CONCURRED IN BY LEGAL COUNSEL TO THE COMPANY), STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS. BY ACQUIRING THIS CERTIFICATE, THE HOLDER REPRESENTS THAT THE HOLDER HAS ACQUIRED SUCH CERTIFICATE FOR INVESTMENT AND THAT THE HOLDER WILL NOT SELL OR OTHERWISE DISPOSE OF THIS CERTIFICATE OR THE UNITS REPRESENTED THEREBY, WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE ACT AND THE RULES AND REGULATIONS THEREUNDER.

(i) The Subscriber has not engaged any broker, dealer; finder, commission agent or other similar person in connection with the offer, offer for sale, or sale of the Units and is under no obligation to pay any broker's fee, or commission in connection with his investment.

The foregoing representations and warranties are made by the Subscriber with the intent that they may be relied upon in determining his suitability as an investor in the Company and the Subscriber hereby agrees that such representations and warranties shall survive the sale by the Company to the Subscriber of the Units.

7. Transferability. The Subscriber agrees not to transfer or assign this Agreement, or any of his interest herein, and Units acquired pursuant hereto shall be made only in accordance with all applicable laws.

8. Revocation. The Subscriber agrees that he may not cancel, terminate or revoke this Agreement or any agreement of the Subscriber made hereunder and that this Agreement shall survive the death or disability of the Subscriber and shall be binding upon the Subscriber's heirs, executors, administrators, successors and assigns.

9. No Waiver. Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by the Subscriber, the Subscriber does not waive any rights granted to him under Federal or state securities laws.

10. Acknowledgments of the Subscriber. The Subscriber acknowledges that there have been no representations, guarantees or warranties made to him by the Company or Nirvana, or its agents or employees, or by other person, expressly or implication, of any nature or kind. Further, Subscriber expressly acknowledges that it has relied solely on this Subscription Agreement in determining whether to make this investment and not on any other information or representations, whether oral or written.

11. Continuing Effect of Representations, Warranties and Acknowledgments. The representations and warranties of Paragraph 6 and the acknowledgments of Paragraph 10 are true and accurate as of the date of this Subscription Agreement and shall be true and accurate as of the date of delivery to and acceptance by the Company, and shall survive such delivery and acceptance. If, in any respect such representations, warranties and acknowledgments shall not be true and accurate prior to such delivery and acceptance, the Subscriber shall give immediate written notice of such fact to the Company specifying which representations and warranties and acknowledgments are not true and accurate and the reasons therefor.

12. Indemnification. The Subscriber acknowledges that he understands the meaning and legal consequences of the representations and warranties contained in Paragraph 5 and the acknowledgments contained in Paragraph 10, and he hereby agrees to indemnify and hold harmless the Company and each of its officers or any of its affiliates, salesmen, associates, agents or employees from and against any and all loss, damage or liability (including costs and reasonable attorney's fees) due to or arising out of a breach of any representation, warranty or acknowledgment of the Subscriber contained in this Agreement.

13. Miscellaneous.

(a) All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Subscriber at the address set forth below or to the Company at the address set forth above.

(b) This Agreement shall be governed by and construed in accordance with laws of the State of Texas.

(c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be amended only by a writing executed by the parties.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Subscriber has hereby executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024 and further hereby (i) agrees to be bound by the terms and conditions of this Subscription Agreement and (ii) represents and warrants that such Subscriber has received and reviewed the Intelligent Fund Management, LLC Company Agreement, dated February 26, 2016 and further agrees to be bound by all of the terms and conditions contained therein.

\_\_\_\_\_  
[Signature]

Intelligent Fund Management, LLC, a Texas limited liability company, hereby accepts the foregoing subscription subject to the terms and conditions hereof as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

Intelligent Fund Management, LLC

By: \_\_\_\_\_  
H. Edward Downs, II, Manager

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## INFORMATION

1. Full name of Subscriber: \_\_\_\_\_
2. Address for all correspondence: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Social Security or Tax I.D. Number: \_\_\_\_\_
4. Number of Units: \_\_\_\_\_
5. Unit Cost \$ 1,000\*
5. Subscription Amount: \$ \_\_\_\_\_

\* Up to 150 Units