

SUBSCRIPTION AGREEMENT

The Benjamin Fund LLC

Effective Date: August 1st, 2025

State of Formation: Colorado

1. Subscription Offer

The undersigned investor ("Investor") hereby subscribes for a membership interest in The Benjamin Fund LLC (the "Fund") in the amount of \$_____. The Investor agrees to be bound by all terms and provisions of the Fund's Operating Agreement dated August 1, 2025 (the "Operating Agreement"), a copy of which has been provided to the Investor.

This subscription is subject to acceptance by the Fund's General Partner, Benjamin Fund Management LLC (the "General Partner"), in its sole discretion.

2. Acknowledgment of Operating Agreement

By signing this Subscription Agreement, the Investor acknowledges receipt of the Operating Agreement and agrees to all of its terms, including provisions regarding fees, redemptions, and the risks of investing in the Fund.

3. Representations and Acknowledgments

The Investor represents, warrants, and acknowledges that:

(a) The Investor has been provided with sufficient information to make an informed decision regarding this investment.

(b) The Investor understands that investments in the Fund are illiquid and that there is no assurance of any return of capital or profits.

(c) The Investor is financially capable of bearing the economic risk of losing their investment.

(d) The Investor is subscribing as either (i) an accredited investor as defined under Regulation D, or (ii) a close friend or family member of the General Partner and its associated parties, consistent with the private offering exemption outlined by the SEC.

(e) The Investor's subscription funds are derived from lawful sources and are not subject to any restrictions or claims.

(f) The Investor understands that this is a private offering and no federal regulatory authority has reviewed or approved the Fund.

4. Taxpayer Information

Full Legal Name: _____

Taxpayer Identification Number (SSN/EIN): _____

Address: _____

Mailing Address: _____

Tax Residency: ☐ U.S. Citizen or Resident ☐ Non-U.S. Person

The Investor agrees to provide any additional tax documentation (e.g., IRS Form W-9 or W-8BEN) as reasonably requested by the General Partner for tax reporting purposes.

5. Payment Instructions

The Investor shall deliver payment of their subscription amount to the Fund via wire transfer or other method approved by the General Partner within five (5) business days of executing this Agreement.

6. Acceptance of Subscription

This subscription shall become effective upon execution by the General Partner and receipt of cleared funds.

Accepted and agreed as of _____:

Investor:

Signature: _____

Name (Print): _____

Date: _____

Email: _____

Number: (___) - ___ - ____

The Benjamin Fund LLC (by General Partner):

Benjamin Fund Management LLC

Signature: _____

Name: Matthew B. Vargas, Managing Partner

Date: _____
