SUBSCRIPTION BOOKLET
INLAND CAPITAL FUND LLC
PREFERRED ECONOMIC INTERESTS-SERIES A

This Subscription Booklet contains a Subscription Agreement and a Purchaser Questionnaire.

If you are subscribing for the purchase of the Preferred Economic Interests-Series A (the "Series A Preferred Interests") that we are offering, then you must complete and sign the Subscription Agreement, while also, completing, signing, and dating the Purchaser Questionnaire. You must then return both documents to Inland Capital, LLC, together with payment for the Series A Preferred Interests.

Please follow these instructions for completing this Subscription Booklet:

1. The Subscription Agreement appears at pages A-2 through A-6 of this Subscription Booklet. Please read the Subscription Agreement carefully and then complete the signature page, which appears at page A-6. Be sure to sign your name exactly as you wish the Series A Preferred Interests to be held. If the Series A Preferred Interests are to be held jointly by more than one person (by a husband and wife, for example), then both joint owners must sign the signature page.

2. The Purchaser Questionnaire appears at pages A-7 through A-13 of this Subscription Booklet. Please read the Purchaser Questionnaire carefully, answering all questions fully and completely. The signature page to the Purchaser Questionnaire appears at pages A-12 and A-13.

3. Include payment for the subscription amount ($100,000 per unit of Series A Preferred Interest, with a minimum purchase requirement of 2.5 units ($250,000)), payable to "Inland Capital Fund LLC".

4. Deliver your payment and this Subscription Booklet to Inland Capital, LLC at 120 North Stevens Street, Suite 300, Spokane, Washington 99201.

NOTE: We are required by Securities Act rules to determine independently whether prospective subscribers of the Series A Preferred Interests are accredited investors. In order to comply with these rules, we may ask you to provide us with bank or brokerage statements, income tax returns, property appraisals, letters from your attorneys or accountants, or other personal financial information to substantiate the information contained in this Subscription Booklet. We will use such information solely to verify whether you are an accredited investor, and will maintain and hold it in confidence.

SUBSCRIPTION AGREEMENT
INLAND CAPITAL FUND LLC
(Preferred Economic Interests-Series A)

Inland Capital Fund LLC
c/o Inland Capital, LLC, its Managing Member
120 North Stevens Street, Suite 300
Spokane, Washington 99201

Gentlemen:

1. Investment. The undersigned hereby agrees to purchase the number of units of Preferred Economic Interests-Series A (the "Series A Preferred Interests") of Inland Capital Fund LLC (the "Company"), a Washington limited liability company, set forth on the signature page to this agreement (the "Agreement"), and herewith delivers a check payable to "Inland Capital Fund LLC" in the amount set forth on the signature page to this Agreement, in full consideration of the purchase price of the Series A Preferred Interests.

2. Representations and Warranties of the Undersigned. The undersigned represents and warrants as follows:

(a) The undersigned has received and reviewed the Company's Confidential Private Offering Memorandum dated June 1, 2019 (the "Memorandum") with respect to the Company and its business activities, and the Series A Preferred Interests. The undersigned has relied solely on the information contained in the Memorandum in making this investment. No oral representations have been made or information furnished to the undersigned regarding the Company, the Series A Preferred Interests or the offering of the Series A Preferred Interests that were in any way inconsistent with the information contained in the Memorandum.

(b) The undersigned either meets one or more of the following definitions of an "accredited investor" under Rule 501(a) of the Securities Act of 1933, as amended (the "Securities Act"):

If the undersigned is an *individual*, he or she (i) had individual income of more than $200,000 in each of the two most recent tax years (or $300,000 inclusive of any income attributable to his or her spouse) and reasonably expects to have individual income in excess of $200,000 (or $300,000 inclusive of any income attributable to his or her spouse) for the current tax year; or (ii) has an individual net worth, or together with his or her spouse, has a combined individual net worth, in excess of $1,000,000 excluding the value of the individual's principal residence or (iii) is a director or executive officer of the Company.

_____ Please initial here if you are an individual and meet one or more of the definitions of an accredited investor set forth above.

If the undersigned is *not an individual,* it (i) is a bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; (ii) any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; (iii) any insurance company as defined in Section 2(13) of the Securities Act; (iv) any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that act; (v) any Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; (vi) any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; (vii) any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision to purchase the Series A Preferred Interests is made by a plan fiduciary as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors; (viii) any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940; (ix) any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Series A Preferred Interests and having total assets in excess of $5,000,000; or (x) any trust with total assets in excess of $5,000,000 not formed for the specific purpose of acquiring the Series A Preferred Interests whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Rules and Regulations adopted under the Securities Act.

_____ Please initial here if you are not an individual and meet one or more of the definitions of an accredited investor set forth above.

(c) The undersigned recognizes that this investment involves special risks, including those described in the Memorandum, in the section entitled "Risk and Other Important Factors".

(d) The undersigned understands that the offer and sale of the Series A Preferred Interests has not been registered under the Securities Act or under certain state securities laws, in reliance upon certain exemptions for transactions not involving a public offering, and that the Series A Preferred Interests must be held indefinitely unless sold pursuant to an offering registered under the Securities Act and under certain state securities laws, or unless an exemption from registration is available.

(e) The Series A Preferred Interests have not been brought to the undersigned's attention through, nor were they accompanied by, any advertisement or other form of general solicitation.

(f) The undersigned or the undersigned's representative have been given the opportunity to examine all relevant documents and information concerning the Company and its historical and proposed business operations, the Series A Preferred Interests to be acquired hereunder and any

other matters deemed by the undersigned to be material to his or her investment in the Series A Preferred Interests.

(g) The undersigned, if a corporation, partnership, trust or other entity, is authorized and otherwise duly qualified to purchase and hold the Series A Preferred Interests, has its principal place of business as set forth on the signature page hereof, and has not been formed for the specific purpose of acquiring the Series A Preferred Interests.

(h) The undersigned certifies that (i) the Social Security or Taxpayer Identification Number shown on the signature page to this Agreement is true and complete.

(i) The undersigned acknowledges that the certificates representing the Series A Preferred Interests may be endorsed with restrictive legends that are required by applicable securities laws and regulations.

(j) The undersigned is either experienced or knowledgeable with regard to the proposed business of the Company, or either alone or with the undersigned's professional advisers is capable, by reason of knowledge and experience in financial and business matters in general, and investments in particular, of evaluating the merits and risks of an investment in the Series A Preferred Interests, and is able to bear the economic risk of an investment in the Series A Preferred Interests and can otherwise be reasonably assumed to have the capacity to protect its own interests in connection with such investment. A professional adviser for purposes of this representation is a person such as a lawyer, certified or chartered accountant, or registered investment adviser who, for a fee, customarily makes investment decisions and recommendations relied upon by other persons and who is unaffiliated with and not compensated by the Company.

3. Representations and Warranties of the Company.

(a) The Company has been duly formed and is validly existing as a limited liability company under the laws of the State of Washington and has full power and authority to conduct its business as set forth in the Memorandum.

(b) This Agreement and the delivery of the Series A Preferred Interests have been duly authorized by the Company and are binding in accordance with their terms; the performance of this Agreement and the consummation of the transactions herein described will not result in a material breach or violation of any of the terms and provisions of, or constitute a default under, any agreement or instrument to which the Company is a party, or by which the property or assets of the Company are bound, any material statute, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or its properties or assets; and no consent, approval, authorization or order of any court or governmental agency or body is required for the consummation by the Company of the transactions on its part described in this Agreement, except as may be required under the Securities Act or under state securities laws.

(c) The Series A Preferred Interests have been duly authorized and when issued against payment therefor, as provided in paragraph 1 of this Agreement, will be validly issued.

4. Indemnification. The undersigned agrees to indemnify and hold harmless the Company, its managing member and such managing member's employees, controlling persons and agents from and against all damages, losses, costs and expenses (including reasonable attorneys' fees) which they or any of them may incur by reason of the failure of the undersigned to fulfill any of the terms or conditions of this Agreement, or by reason of any breach of the representations and warranties made by the undersigned in this Agreement or in any document provided by the undersigned to the Company.

5. Miscellaneous.

(a) The undersigned has full power and authority to enter into this Agreement and to purchase the Series A Preferred Interests. The undersigned's execution, delivery, and performance of this Agreement do not require the consent or approval of any other person that has not been obtained. The person or persons signing this Agreement on behalf of the undersigned have full power and authority to so act and have been duly authorized by the undersigned (and its board of directors or other governing body, if applicable) to so act.

(b) The undersigned agrees that it may not cancel, terminate or revoke this Agreement or any agreement of the undersigned made hereunder, and that this Agreement shall be binding upon the undersigned's successors and permitted assigns.

(c) This Agreement is subject to acceptance by the Company and shall not be binding upon the Company unless and until such acceptance is endorsed hereon.

6. Special Federal and State Securities Laws Notice.

The undersigned understands and acknowledges that:

THE SERIES A PREFERRED INTERESTS ACQUIRED HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACTS OF THOSE STATES IN WHICH OFFERS AND SALES OF THE SERIES A PREFERRED INTERESTS WILL BE MADE. THE SERIES A PREFERRED INTERESTS WILL BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE SOLD OR TRANSFERRED FOR VALUE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION UNDER SUCH ACTS OR AN EXEMPTION THEREFROM.

[The balance of this page has been left blank intentionally.]

The undersigned acknowledges receipt of this Agreement and the information specified in paragraph 2(a) of this Agreement, and agrees to be bound by the terms hereof. The undersigned hereby affirms all of the representations, warranties, agreements, and designations contained in this Agreement. By executing this Agreement, the undersigned hereby gives the Company a limited power of attorney to execute the Company's operating agreement on his, her or its behalf.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date of its acceptance by the Company specified below.

_____
(Signature)

_____
(Joint Signature, if Required)

Name and address (Please print):

_____
_____
_____

Taxpayer I.D. Number: _____
Amount of Series A Preferred Interests Purchased (at $100,000 per unit): $_____

	DISTRIBUTION & REDEMPTION OPTIONS		
	9% Distribution 3 Year No Redemption	**7.25% Distribution 2 Year No Redemption**	**5.25% Distribution 1 Year No Redemption**
Total Investment			

FOR INTERNAL USE ONLY:

Accepted this ____ day of _____, 2019.

INLAND CAPITAL FUND LLC

By: Inland Capital, LLC, its managing member

By: _____
its duly authorized officer

PURCHASER QUESTIONNAIRE
INLAND CAPITAL FUND LLC

Inland Capital Fund LLC
c/o Inland Capital, LLC, its Managing Member
120 North Stevens Street, Suite 300
Spokane, Washington 99201

Gentlemen:

The following information is being furnished to you in order for you to determine whether I am an accredited purchaser pursuant to the Securities Act of 1933, as amended (the "Securities Act") and Rules 501(a) and 506(b) of Regulation D adopted thereunder of units of Preferred Economic Interests-Series A (the "Series A Preferred Interests") of Inland Capital Fund LLC (the "Company"), a Washington limited liability company. I understand that you will rely upon the following information for purposes of such determination, and that the Series A Preferred Interests will not be registered under the Securities Act or the securities or "blue sky" laws of the several states in which offers and sales will be made, in reliance upon certain exemptions from the registration provisions of those laws.

I represent and warrant to you that the information contained herein is complete and accurate and may be relied upon by you, and that I will notify you immediately of any material change in any of such information occurring prior to the closing of my purchase of the Series A Preferred Interests.

I understand that if I use the service of a purchaser representative, either by choice or pursuant to your request, that I must acknowledge in writing prior to purchasing the Series A Preferred Interests that such representative is my purchaser representative in connection with the evaluation of my proposed investment in the Series A Preferred Interests and that my representative must disclose any material relationship between it or its affiliates and you or your affiliates which now exists or is mutually understood to be contemplated, or which has existed at any time during the previous two years, and any compensation received or to be received by my purchaser representative in connection with the offering of the Series A Preferred Interests. I further understand that my representative must furnish true and complete copies of the foregoing instruments to you promptly upon their execution.

YOU HAVE ADVISED ME THAT ALL INFORMATION CONTAINED IN THIS QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. However, I agree that you may present this questionnaire to such parties as you deem appropriate to establish that the offer and sale of the Series A Preferred Interests are exempt from registration under the Securities Act or meet the requirements of applicable state securities or "blue sky" laws.

INSTRUCTIONS:

1. All investors must complete Parts A and B of this questionnaire, and must date and execute the appropriate signature line in Part C of the questionnaire at pages A-12 and A-13.

A. GENERAL INFORMATION

THE FOLLOWING INFORMATION IS TO BE PROVIDED BY ALL INVESTORS. (Please print or type, and attach additional information on separate sheets if necessary.)

Name: _____

_____

Additional Investor (i.e., joint tenant) or individual making investment decision for entity:

Address: _____

_____

_____

Telephone: _____
Telefax: _____
E-Mail: _____

Date of Birth (or date of organization): _____

Occupation: _____
Employer: _____
Nature of Business: _____

Business Address: _____

_____

_____

Business Telephone: _____

Send mail to: Home_____ Office_____

Joint Tenants, Tenants in Common, or Tenants by the Entirety must complete the following, in order to supplement the information given above with respect to additional joint tenants, etc.

Address: _____

_____

_____

Telephone: _____
Telefax: _____
E-Mail: _____

Date of Birth (or date of organization):_____

Occupation:_____
Employer: _____
Nature of Business:_____

B. INFORMATION TO BE PROVIDED BY INDIVIDUAL INVESTORS OR BY THE PERSON MAKING THE INVESTMENT DECISION ON BEHALF OF CORPORATIONS, PARTNERSHIPS, OR OTHER ENTITIES.

1. Business or professional education:

Field of Study	Schools and Dates of Attendance	Degree(s)

2. Current and prior employment positions or occupation: (Please set forth employment history during the past five years, indicating employer, title, principal responsibilities and years of service):_____

3. Details of training or experience in financial, business, or tax matters not disclosed in items B-1 and B-2:_____

4. I have previously purchased securities that were sold in reliance on an exemption from registration under the Securities Act: Yes_____ No_____

If "yes" please itemize each investment separately:

Name of Offering	Type of Investment	Year of Investment	Amount Invested

5. I have made the following additional investments that may reflect my knowledge and experience in financial and business matters:_____

6. My current net worth, exclusive of the value of my principal residence, is approximately $_____

7. The current value of my liquid assets (cash, freely marketable securities, cash surrender value of life insurance, and other items easily convertible into cash) is sufficient to provide for my current needs and possible personal (or business) contingencies and is approximately (Check one):

_____$ 0 to $ 50,000
_____$ 50,001 to $150,000
_____$150,001 to $250,000
_____$250,001 to $500,000
_____$500,001 to $750,000
_____$750,000 to $1,000,000
_____Over $1,000,000

8. I have a net worth exclusive of the value of my primary residence of at least $1,000,000 or had during the last tax year or estimate that I will have during the current tax year, income of $200,000 or more ($300,000 if I file jointly with my spouse), some portion of which is subject to federal income tax at a marginal rate of at least 34%: Yes_____ No_____

9. My income for the last fiscal year was approximately $_____

10. I reasonably expect my income to be at least as large in each of the next two years as my estimate of such income for the current year?

Yes_____ No_____

If "no" please explain:_____
_____
_____
_____

11. This matter is presented in alternative form. Please initial the proper alternative in the space provided.

_____ALTERNATIVE ONE: I have such knowledge and experience in financial and business matters generally that I am capable of evaluating the merits and risks of an investment in the Series A Preferred Interests and do not desire to utilize a purchaser representative in connection with evaluating such merits and risks. I understand, however, that you may request that I use a purchaser representative.

_____ALTERNATIVE TWO: I intend to use the services of the following named person(s) who are not affiliated with you or any of affiliates as a purchaser representative(s) in connection with the evaluation of the merits and risks of my investment in the Series A Preferred Interests.

The below-named purchaser representative(s) and I together have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of an investment in the Series A Preferred Interests and of making an informed investment decision. (The below-named purchaser representative(s) must complete a purchaser representative questionnaire that will be delivered by you upon request.) List name(s) and address(s) of purchaser representative(s):_____

_____

_____

_____

_____

_____

C. TO BE COMPLETED BY ALL INVESTORS.

I represent that:

(a) the information contained in this questionnaire is complete and accurate and may be relied upon;

(b) I will notify you immediately of any material change in any of the information in this questionnaire occurring prior to your acceptance of my subscription for the Series A Preferred Interests; and

(c) I understand that a false representation made by me may constitute a violation of law and that any person who suffers damage as a result of a false representation by me may have a claim against me for damages.

IN WITNESS WHEREOF, the undersigned has initialed the foregoing statements and executed this questionnaire this _____ day of _____ 2019.

INDIVIDUALS:

_____

Signature

_____

Print Name

_____

Additional Investor Signature (i.e. Joint Tenants)

_____

Print Name

CORPORATIONS, PARTNERSHIPS AND OTHER ENTITIES:

Name and Address of Entity

_____

_____

_____

By: _____

Signature

_____

_____

Print Name and Title