SUBSCRIPTION AND JOINDER AGREEMENT OF CONCIERGE 1510 FUND

This Subscription and Joinder Agreement (the "Agreement") is dated _____ and is between Concierge 1510 LLC, an Ohio limited liability company (the "Fund"), and _____ ("Subscriber"). All capitalized terms used but not defined in this Agreement are defined in the Operating Agreement, a copy of which has been provided to Subscriber.

BACKGROUND

The parties acknowledge that:

- Fund was formed as a limited liability company under the laws of the State of Ohio by filing its Articles of Organization in the office of the Secretary of State;
- the existing Members have fully set out their respective rights and duties with respect to Fund and its assets in the Operating Agreement;
- Subscriber acknowledges receipt of (i) the Private Placement Memorandum of the Fund dated _____ (the "PPM"), including all supplements, and (ii) the Operating Agreement, and represents that Subscriber has had the opportunity to review each and to ask questions and receive answers from the Manager before subscribing.
- Subscriber wishes to purchase from Fund, and Fund wishes to issue to Subscriber, an ownership interest in Fund in the form of a number of Units in the Fund.

Therefore, Fund and Subscriber agree as follows.

AGREEMENT

SECTION 1 AGREEMENT TO PURCHASE AND SELL

Subscriber agrees to purchase from the Fund, and (subject to Section 4 of this Subscription Agreement) the Fund agrees to issue and sell to Subscriber, the following Units (the "Purchased Units") on the terms, conditions, and risks described in the Private Placement Memorandum and the Operating Agreement:

_____ Units of Class A Preferred for $100,000.00 per Unit

SECTION 2 CONSIDERATION

In consideration of the issuance and sale of the Purchased Units, Subscriber agrees to make the Initial Capital Contribution shown on Exhibit A (attached and incorporated).

SECTION 3 SUBSCRIPTION CLOSING

The Fund shall designate the time, date, and place for the subscription's closing (the "Subscription Closing"), which must occur within 7 days of the date of this Agreement. At or before the Subscription Closing, the Fund may, in its sole discretion and for any reason, elect not to accept the Subscriber's subscription, in whole or in part; if the Fund rejects all or any portion of the subscription, the Fund shall promptly refund all funds the Subscriber submitted in connection with the rejected portion (without interest or deduction), and in any event within 5 Business Days after such rejection. If the Subscriber defaults on its obligations under this Agreement, then 5 days after the Fund provides notice of the failure the Fund may, if the default occurs before the Subscription Closing, refuse to issue the Purchased Units to the Subscriber, or, if the default occurs after the Subscription Closing, rescind the transaction contemplated by this Agreement and cause all rights, title, and interest in the Purchased Units to revert to the Fund. Upon acceptance of the subscription and countersignature of this Agreement by an authorized officer of the Manager, the Purchased Units shall be deemed duly issued to the Subscriber as of the Subscription Closing, and such countersignature shall constitute conclusive evidence of such issuance. Other than the refund obligation described above for any rejected subscription amount, the Fund has no liability to the Subscriber if the Subscription Closing fails to occur or if the Fund does not issue the Purchased Units to the Subscriber.

SECTION 4 JOINDER

Upon the Fund's acceptance of this Agreement and countersignature by an authorized officer of the Manager, and as of the Subscription Closing, Subscriber is admitted as a Member of the Fund. Subscriber agrees to be bound by, and hereby becomes a party to, the Operating Agreement with respect to the Purchased Units.

Subscriber acknowledges that all references to a "Member" in the Operating Agreement shall include Subscriber from and after admission, and agrees that to the extent of any conflict between this Subscription Agreement and the Operating Agreement, the Operating Agreement shall control.

The Manager will update the Fund's Schedule of Members to reflect the issuance of the Purchased Units to Subscriber. The Manager's countersignature on this Agreement is conclusive evidence of Subscriber's admission as a Member (see Section 3 for evidence of Unit issuance).

SECTION 5 SUBSCRIPTION IRREVOCABLE

Except as provided under state securities laws, this subscription is irrevocable on the part of Subscriber.

SECTION 6 SUBSCRIBER REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGMENTS

Subscriber represents, warrants, and acknowledges to the Fund as of the date hereof and as of the Subscription Closing:

(a) Authority and capacity.

Subscriber has full power and authority to execute and perform this Agreement; if signing for an entity, the signatory is duly authorized and all necessary action has been taken.

(b) Investment intent; non-reliance.

The Purchased Units are being acquired for Subscriber's own account for investment and not with a view to distribution. In making this investment, Subscriber has not relied on any statement or promise not contained in the Private Placement Memorandum (PPM), this Agreement, or the Operating Agreement.

(c) Receipt and review.

Subscriber received and had a reasonable opportunity to review the PPM (including risk factors) and the Operating Agreement, to ask questions, and to obtain additional information to the extent available without unreasonable effort or expense.

Fund strategy. Subscriber understands that the Fund is intended to acquire, finance, refinance, hold, stabilize, lease, manage, operate, and dispose of a portfolio consisting entirely of real estate and real estate mortgages. Subscriber further understands that the Fund's business plan depends on predictable rental income, stable occupancy, senior debt financing, operating reserves, and the Manager's ability to execute a long-term buy-and-hold strategy and any later sale or refinancing of Fund assets.

(d) 506(c) status; accredited verification.

Subscriber understands this offering is being conducted under Rule 506(c) and may involve general solicitation. As a condition to acceptance, Subscriber shall obtain independent accredited-investor verification and deliver to the Manager either (i) an accreditation certificate issued by a third-party verification service acceptable to the Manager, or (ii) a written verification letter from a registered broker-dealer, an SEC-registered investment adviser, a licensed attorney in good standing, or a certified public accountant, in each case dated within the prior ninety (90) days and confirming that reasonable steps were taken to verify, and that Subscriber is, an "accredited investor" under Rule 501(a). Subscriber will bear any costs of such verification, will update or re-verify if the verification becomes more than ninety (90) days old before admission, and authorizes the Manager to rely on and, if needed, confirm the authenticity of such verification. If acceptable verification is not delivered by the deadline set by the Manager, the subscription may be rejected and any funds returned without interest.

(e) Accredited status and suitability.

Subscriber is an "accredited investor" within the meaning of Rule 501(a) of Regulation D and can bear the economic risk of this investment, including a complete loss of capital.

(f) AML/OFAC; source of funds.

The capital contribution is not derived from illegal activity; Subscriber is not a person or entity that is the subject of U.S. sanctions, and Subscriber will provide any customer identification program and beneficial-ownership information reasonably requested.

(g) Tax forms; withholding.

Subscriber has delivered a duly executed IRS Form W-9 (U.S. persons) or applicable Form W-8 (non-U.S. persons) and will update such form upon any change. Non-U.S. persons acknowledge potential U.S. withholding and information-reporting obligations.

(h) ERISA/plan assets.

If Subscriber is investing on behalf of an employee benefit plan or IRA, the decision to invest is made by an independent fiduciary and the investment will not constitute a prohibited transaction.

(i) Good title to funds.

Subscriber's capital contribution is made with funds over which Subscriber has good and marketable title, free of liens or claims (other than as disclosed in writing to the Fund).

(j) No conflicts; legal compliance; consents.

The execution, delivery, and performance of this Agreement do not violate any law or material agreement applicable to Subscriber and require no consents other than those obtained.

(k) Unregistered securities; transfer restrictions.

Subscriber understands the Purchased Units are not registered under the Securities Act of 1933 or state securities laws and cannot be resold unless registered or an exemption is available. Subscriber acknowledges the transfer restrictions in the Operating Agreement.

(l) Control and voting.

Subscriber understands the governance and voting rights (or lack thereof) associated with the Purchased Units are as set forth in the Operating Agreement and that the Manager controls the Fund.

(m) Access and independent review.

Subscriber (and its advisers) had access to, and independently reviewed, information it deemed necessary to make an informed decision.

(n) Exchange Act reporting.

Subscriber understands the Fund is not required to file reports under the Securities Exchange Act of 1934 and does not expect to do so.

(o) Finders.

Subscriber has not engaged any unlicensed finder or unregistered broker-dealer in connection with this subscription.

(p) Indemnification for misrepresentation.

Subscriber will indemnify and hold harmless the Fund, the Manager, and their affiliates from losses, damages, and reasonable costs arising out of any breach of Subscriber's representations, warranties, or covenants in this Agreement.

(q) Confidentiality.

Subscriber will keep nonpublic information about the Fund confidential.

(r) Survival; updates.

These representations, warranties, and acknowledgments survive the Subscription Closing. If any of them becomes untrue prior to the Subscription Closing, Subscriber will promptly notify the Fund in writing.

SECTION 7 BINDING EFFECT

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of Subscriber and to the respective successors, personal representatives, heirs, and assigns.

SECTION 8 FURTHER ASSURANCES

In connection with this Agreement and the transactions contemplated by it, Fund and Subscriber agree to provide further assurances if requested by Fund or any other Subscriber or any Member. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

SECTION 9 NO WAIVER

Failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of the right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

SECTION 10 GOVERNING LAW

This Agreement is governed, construed, and administered according to the laws of Ohio, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Ohio.

SECTION 11 VENUE; SUBMISSION TO JURISDICTION

A cause of action arising out of this Agreement includes any cause of action seeking to enforce any provision of or based on any matter arising out of or in connection with this Agreement or the transactions contemplated by it. The parties agree that any suit, action, or proceeding—whether in contract, tort, or otherwise—arising out of this Agreement must be brought in a state or federal court located in the State of Ohio and in the county of or nearest to Fund's principal office if one of these courts has subject-matter jurisdiction over the suit, action, or proceeding. Any cause of action arising out of this Agreement is deemed to have arisen from a transaction of business in the State of Ohio.

Each party irrevocably consents to the jurisdiction of these courts (and their respective appellate courts) in any cause of action arising out of this Agreement. To the fullest extent permitted by applicable law, each party irrevocably waives any objection that it may have now or later to the venue of any action arising out of this Agreement in any of these courts, including an inconvenient-forum petition.

Service of process, summons, notice, or other document by registered mail to the address set forth in Section 17 is effective service of process for any suit, action, or other proceeding brought in any court.

SECTION 12 WAIVER OF JURY TRIAL

Each party to this Agreement acknowledges and agrees that any controversy arising out of this Agreement is likely to involve complicated issues. Therefore, each party irrevocably and unconditionally waives any right it may have to a trial by jury for any cause of action arising out of this Agreement.

SECTION 13 EQUITABLE REMEDIES

Each party to this Agreement acknowledges that its breach or threatened breach of any of its obligations under this Agreement would give rise to irreparable harm to the other parties and monetary damages would not be an adequate remedy. Therefore, each party to this Agreement agrees that if any party breaches or threatens to breach any of its obligations, each of the other parties to this Agreement will be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other equitable relief available from a court of competent jurisdiction (without any requirement to post bond). These equitable remedies are in addition to all other rights and remedies that may be available in respect of the breach.

SECTION 14 ATTORNEYS' FEES

If any party to this Agreement institutes any legal cause of action against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees, expenses, and court costs.

SECTION 15 REMEDIES CUMULATIVE

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

SECTION 16 NOTICES

Unless otherwise stated, all notices, requests, consents, claims, demands, waivers, and other communications called for under this Agreement must be in writing and will be deemed to have been given:

- when delivered by hand (with written confirmation of receipt);
- when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
- on the date sent by facsimile or email (with confirmation of transmission) if sent during recipient's normal business hours, and on the next business day if sent after normal business hours of the recipient; or
- on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

If notice is required to be given to a minor or incapacitated individual, notice must be given to the minor or incapacitated individual's parent or legal representative.

The written notice must be sent to the respective parties at the party's last known address (or at the address a party has specified in a notice given in accordance with this Section). Subscriber shall notify the Fund in writing within five days of any change to Subscriber's address. Notice to Fund must be addressed as follows:

If to Fund: 122 E Olentangy St, Powell, OH 43065

SECTION 17 SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

SECTION 18 SEPARATE COUNSEL

By signing this Agreement, each party acknowledges that this Agreement is the product of arm's-length negotiations between the parties and should be construed as such. Each party acknowledges that he or she has been advised to seek separate counsel and has had adequate opportunity to do so.

SECTION 19 AMENDMENTS

No provision of this Agreement may be amended or modified except by a written instrument executed by the parties to this Agreement.

SECTION 20 MULTIPLE ORIGINALS; VALIDITY OF COPIES

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that any party certifies to be a true copy to the same effect as if it were an original.

Dated: _____________________________.

____

_____, Subscriber

Confirmed by:

MANAGER:

Concierge Real Estate Investment Co LLC

____

EXHIBIT A
CAPITAL CONTRIBUTION

$______ for the following Units in Concierge 1510 Fund:

______ Units of Class A Preferred for $100,000.00 per Unit