

**FLASHFUND 3, LLC  
ADDENDUM TO  
LIMITED LIABILITY COMPANY AGREEMENT**

THIS ADDENDUM TO LIMITED LIABILITY COMPANY AGREEMENT (this “Addendum”) is made as of the date set forth on the signature page below by the “Class A Member” set forth on the signature page below (“Investor”), FlashFund 3, LLC (the “Company”), and Initiate Advisors, LLC (“Manager”).

**WHEREAS**, Class A Member has executed the Company’s Limited Liability Company Agreement dated on or prior to the date of this Agreement (as modified by this Addendum, the “LLC Agreement”). Capitalized terms used in this Addendum and not otherwise defined have the meanings set forth in the LLC Agreement;

**WHEREAS**, the Company has authorized the offer, sale and issuance of Interests in the Company pursuant to the LLC Agreement, to be sold to certain purchasers acceptable to the Company at any time prior to the Offering End Date (as defined below) (the “Offering”), which Offering is being conducted, in whole or in part, through the FlashFunders™ online platform located at [www.flashfunders.com](http://www.flashfunders.com) (the “FlashFunders Platform”) operated by FlashFunders, Inc. (collectively, with its subsidiaries and affiliates, “FlashFunders”); and

**WHEREAS**, it is a requirement to purchase Interests in the Offering that the Class A Member and the Company enter into this Addendum.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions of the LLC Agreement (including this Addendum), Class A Member hereby irrevocably subscribes for and agrees to purchase from the Company an Interest for up to the Allocated Amount indicated on the Class A Member’s signature page to the LLC Agreement. The Class A Member agrees that this subscription shall be irrevocable and shall survive the death or disability of the Class A Member (if a natural person).
2. The Class A Member acknowledges that the Manager has the right to accept or reject Class A Member’s subscription, in whole or in part, for any reason, and that this subscription shall be deemed to be accepted by the Company and the Manager only when the Class A Member’s counterpart signature page to the LLC Agreement is countersigned on the Manager’s behalf. The subscription under the LLC Agreement either will be accepted or rejected, in whole or in part, prior to August 21, 2015 (the “Offering End Date”). Upon rejection of the subscription under the LLC Agreement for any reason, any and all funds received from the Class A Member for the Interest shall be returned to the Class A Member without deduction for any fee, commission or expense, and without accrued interest with respect to any money received, and the Class A Member’s signature page to the LLC Agreement shall be deemed to be null and void and of no further force or effect.

3. The closing of the sale and purchase of Interest to Class A Member pursuant to the LLC Agreement (the “Closing”) is conditioned upon the Manager having received and accepting the Class A Member’s subscription for such Interest, and receipt of the Allocated Amount for such subscription in cleared funds into the escrow account established for the Offering, in each case on or prior to the Offering End Date. Funds for purchase price for the Interest will be held in an escrow account established on behalf of the Company (the “Escrow Account”) through the Platform and released to the Company (or purchase of securities of the Portfolio Company and as otherwise permitted by the LLC Agreement) at the discretion of the Manager upon satisfaction of the conditions to the Closing specified above in this paragraph 3 and subject to the terms and conditions of the Escrow Agreement relating to such Escrow Account, this Agreement and the FlashFunders Platform standard Terms of Use.

4. Class A Member has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by the LLC Agreement. With respect to such matters, Class A Member is relying solely on such advisors and not on any statements or representations of the Company, FlashFunders or any of their respective agents, written or oral. Class A Member understands that it (and not the Company, FlashFunders or any affiliate thereof) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by the LLC Agreement.

5. The Class A Member represents and warrants to FlashFunders that all of its representations and warranties made in the LLC Agreement and this Addendum are true and correct as of the date made and as of the Closing.

6. Class A Member hereby agrees to indemnify and hold harmless the Manager, FlashFunders, and any of their respective officers, directors, controlling persons, equity holders, agents and employees, who is or may be a party or is or may be threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any misrepresentation or misstatement of facts or omission to represent or state facts made by Class A Member to the Company, Manager or FlashFunders (or any agent or representative of any of them), or omitted by Class A Member, concerning the Class A Member or Class A Member’s authority to invest or financial position in connection with the offering or sale of the Interest, against losses, damages, liabilities or expenses for which the Manager, FlashFunders, or any of their respective officers, directors or controlling persons, equity holders, agents or employees has not otherwise been reimbursed (including attorneys’ fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such person or entity in connection with such action, suit or proceeding.

7. The parties hereto acknowledge and agree that FlashFunders is a direct beneficiary with respect to certain provisions of the LLC Agreement (including this Addendum) and may rely on and enforce each of such provisions as if it were a party hereto. Except as set forth in the preceding sentence, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entities, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Exhibit A**

IN WITNESS WHEREOF, each of the parties hereto has executed this Addendum to the Company's Limited Liability Company Agreement as of the day and year set forth below.

INVESTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMPANY:

**By: Initiate Advisors, LLC, its Manager**

By: \_\_\_\_\_  
Name: Brian Park  
Title: Director of Operations

MANAGER:

**INITIATE ADVISORS, LLC**

By: \_\_\_\_\_  
Name: Brian Park  
Title: Director of Operations

Date accepted: \_\_\_\_\_