

BALTIMORE FLIP FUND LLC
CONFIDENTIAL PRIVATE PLACEMENT
MEMORANDUM
DEBT FUND

RULE 506(C)

This Private Placement Memorandum (the “Memorandum”) is for the sale of up to \$5,000,000 or more in Class A, Class B, Class C, and Class D Debt Unit Interests (“Debt Units”) in Baltimore Flip Fund LLC (the “Company”) to Accredited Investors Only.

For further information, please contact:

Cornelius Weaver and Ellena M Weaver
Baltimore Flip Fund LLC
12605 Marlboro Pointe Drive, Upper Marlboro, Maryland 20772

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Maximum 190 Debt Units Offered

Baltimore Flip Fund LLC

A Maryland Limited Liability Company

Class A, Class B, Class C, and Class D Debt Units - \$5,000 per Unit

Minimum Investment: 5 Debt Units¹

Total Number of Debt Units Offered: 1000 Debt Units

The Company is selling up to One Thousand (1,000) Class A, Class B, Class C, and Class D² Debt Units in aggregate.

Investing in the Company Debt Units involves risks. See “Risk Factors.” Debt Holders should not invest in the Company if Debt Holders cannot afford the loss of the entire investment.

	PER UNIT	TOTAL
Offering Price	\$5,000	\$5,000,000
Finder's Fees/Securities Broker Commissions	\$0	\$0
Proceeds to the Company	\$5,000	\$5,000,000

There is no minimum raise requirement for the Company. The Company may proceed with using funds even if the contemplated maximum number of Debt Units sold is not reached.

The Securities and Exchange Commission and state securities regulators have not approved these securities nor determined whether this Memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

The Company offers Debt Units on a best-efforts basis to Accredited Investors, as defined by the Securities and Exchange Commission (SEC).

All proceeds will be available immediately for use by the Company.

This Offering will end at the earlier of December 31, 2028, or the date upon which the Offering is fully subscribed. The Company reserves the right to extend the Offering in its sole discretion.

¹ The Company reserves the right to lower the Minimum Investment for specific Debt Holders on a case-by-case basis.

² The Company offers Class D Debt Units to Debt Holders to whom the Company, at its discretion, provides flexibility in terms of return rate, interest payment frequency, or structure. The terms for Class D Debt Units are not standardized and are determined on a case-by-case basis. These terms are confidential and are established in a Side Letter with each Class D Unit Holder. This means that the specific terms for each Investor may vary and are not disclosed in this Memorandum.

Please read these [Blue Sky Disclosures](#) that may apply to you based on your location.

THE DATE OF THIS MEMORANDUM IS MAY 23, 2025

Summary of Offering

Debt Holders should read the following summary together with the more detailed information about the Company and the Debt Units being sold in this Offering and the Company's financial projections and related material appearing in this Memorandum and in the documents incorporated by reference in this Memorandum. Because this is a summary only, you should read the rest of this Memorandum, including the documents incorporated by reference in this Memorandum, before you invest in Debt Units. Read this entire Memorandum carefully, especially the risks described under "Risk Factors." These documents may use the words "you," "your," "investor," "Debt Holder," "Debt Unit Holder," and similar terms to refer to the party reading this that seeks to invest. Some of these terms may have specific definitions in the glossary, in which case the glossary definition shall prevail. The use of these terms does not confer any rights whatsoever on you.

The Company reserves the right to decline investments, and a party is not a Debt Unit Holder until all documents have been signed by the party and the Company, and the party has remitted and settled funds in the Company's account.

Baltimore Flip Fund LLC is pleased to offer the opportunity for Debt Holders to purchase Debt Unit Interests. Debt Holders shall pay \$5,000 per Debt Unit with a minimum requirement of 5 Debt Units purchased. This Offering is submitted using the Regulation D 506(c) exemption. The debt interests in the Company are made via a promissory note to Investors. These are Class A, Class B, Class C, and Class D Debt Units. Investors will not have an equity interest, profit participation, or voting rights within the Company. Class A Debt Units receive a 12% annual interest; Class B Debt Units receive a 10% annual interest; Class C Debt Units receive an 8% annual interest; lastly, the terms for Class D Debt Units shall remain confidential and will be disclosed on a Side Letter to each Investor. Interest distributions for all Classes of Debt Units are made once per year.

Together, all the classes of Debt Units are referred to as "Debt Units". The Debt Units are subject to certain restrictions, and more detailed information relating to the Debt Unit distributions and restrictions, including restrictions on withdrawal and other rights, is contained in this Memorandum and its associated Exhibits.

The Company was created to acquire, renovate, and resell approximately 25 distressed single-family homes in targeted neighborhoods throughout Baltimore, Maryland. These properties are anticipated to be primarily sourced through auctions, tax sales, and off-market channels at significant discounts, then improved through high-quality renovations and sold at market value over a 12–15-month fund term. The Company aims to deliver fixed, lien-backed returns to Investors while contributing to the revitalization of underserved communities in Baltimore.

Ownership of Debt Units of the Company involves a high degree of risk and is not recommended for any Investor who cannot afford a total loss of their investment. Further, Debt Unit holders are creditors of the Company, not members of the Company. Debt Unit holders will have no control over the Company.

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Executive Summary	
Company Information	Baltimore Flip Fund LLC is a newly formed company that does not have a financial history, nor any audited financial statements to provide. The Company's mailing address is 12605 Marlboro Pointe Drive, Upper Marlboro, Maryland 20772. The Company is a member-managed limited liability company formed in Maryland. The Company is not offering or selling Membership Units. Instead, the Company is selling Debt Interests. Investors in this Offering will not have membership in the Company but instead will be creditors of the Company.
Sponsor, Executives, Key Personnel	The Sponsor of this Offering is Lola Capital Group, LLC. The Executives and Key Personnel are Cornelius Weaver and Ellena M Weaver. Cornelius Weaver and Ellena M Weaver shall serve as the Company Managers.
Company Objectives	Cornelius Weaver and Ellena M Weaver, the Managers, intend to acquire, renovate, and resell approximately 25 distressed single-family homes in targeted neighborhoods throughout Baltimore, Maryland. These properties are anticipated to be primarily sourced through auctions, tax sales, and off-market channels at significant discounts, then improved through high-quality renovations and sold at market value. The Company anticipates that each property will have a post-renovation resale window of 5 to 6 months, with profits returned or reinvested over a 12–15-month fund term.
Investor Qualifications	The Company offers Debt Units on a best-efforts basis to Accredited Investors, as defined by the Securities and Exchange Commission (SEC).
General Offering Terms	Baltimore Flip Fund LLC is pleased to offer the opportunity for Debt Holders to purchase a Debt Interest in the Company for Class A, Class B, Class C, and Class D. Debt Holders shall pay \$5,000 per Debt Unit with a minimum requirement of 5 Debt Units. This Offering is submitted using the Regulation D 506(c) exemption. This Offering is for Accredited Investors only.
Use of Proceeds	The Company plans to use proceeds from this Offering for property acquisition, renovation costs, marketing, fund operations, and contingency reserves. The Company expects to purchase 25 distressed properties and to complete each flip within 5–6 months, recycling capital across projects over a 12–15-month fund term. The Company aims to deliver fixed, lien-backed returns to Investors while contributing to the revitalization of underserved communities in Baltimore.
Project Summary	The Company plans to acquire approximately 25 distressed single-family homes in targeted neighborhoods throughout Baltimore, Maryland. These properties are anticipated to be primarily sourced through auctions, tax sales, and off-market channels at significant discounts, then improved through high-quality renovations and sold at market value. The Company anticipates that each property has a post-renovation resale window of 5 to 6 months, with profits returned or reinvested over a 12–15-month fund term.

Executive Compensation	The Company Executives have equity in the Company. Once the Company has serviced all of its debt, the Company Executives will enjoy all rights that come with their equity, which includes monetary compensation for successful projects.
Risk Factors	Investment in the Company involves numerous risks, which cannot all be forecasted, foreseen, or predicted. Some of the risks include but are not limited to: Investors shall have no management control or authority over the Company; the Company cannot guarantee that it will continue meeting certain regulatory exemptions; the Company cannot guarantee that it will beat competitors; the Company may rely on the expertise or operations of other parties; the Company may have limited control in the securities that it purchases; the Company plans to acquire distressed assets which may require extensive renovations beyond the Company's anticipated budget; the Company plans to acquire certain properties through auctions, which could delay the start of construction and hold capital longer than planned; the Company may not be able to sell all the properties at the desired pace or selling price; the Company has limited liability which means there may be no recourse if the Company cannot service all of its debt and make payments on the Debt Units, and; the Managers, Key Personnel, and/or the Company Executives may work on similar projects to the Company. Please read all the Risk Factors below for more information.
Debt Service Terms	The Company anticipates servicing the debt incurred through Debt Units annually and/or as provided in the Debt Holder's Promissory Note. The Company may, but is not required to, make payments more frequently. The Company may extend the term of this Note for up to six (6) additional months beyond the original maturity date. In the event of such an extension, the Debt Holder shall receive an additional return of 1–2 percentage points applied to the outstanding principal, payable at the end of the extension period—the specific amount shall be noted on an individual Debt Holder's Promissory Note. The extension will be declared in writing prior to the original maturity date.
Restriction on Transfer	This investment is not liquid. Transfer of Units is very limited and prohibited in some scenarios. There is no public market for Debt Units, and the Company is not aware of any private markets for Debt Units. The Company does not plan to register these securities. These securities are legended and cannot be transferred without the Company's express permission.
No Regulatory Approval	Neither the Securities and Exchange Commission nor state securities regulators have approved these securities. Additionally, they have not determined whether this Memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

NOTICE TO INVESTORS

READ ALL OF THIS MEMORANDUM AND ALL EXHIBITS AND ATTACHMENTS

The information set forth in this Memorandum with respect to the issuance of Debt Units, pricing, and other related information assumes a purchase price of \$5,000 per Debt Unit. The Company is free to conduct additional and/or supplemental Offerings at different prices per Unit.

Certain portions of the information set forth in this Memorandum are confidential and proprietary and are being submitted to you solely for your confidential use. Without our prior express written permission, you may not release this Memorandum, discuss the information contained in this Memorandum, or make any reproduction of or use this Memorandum for any purpose other than evaluating a potential investment in the Debt Units.

As a recipient of this Memorandum, you agree to promptly return this Memorandum and any other document or information furnished to you by the Company back to the Company if you elect not to acquire any of the Debt Units.

This Memorandum does not purport to be all-inclusive or to contain all of the information that you, as a Debt Holder in the Debt Units, may desire in investigating the Company. You must conduct and rely on your own evaluation of the Company and the terms of this Offering, including the merits and risks involved in making an investment decision with respect to the Debt Units.

This Memorandum contains certain information about the Company's future plans and performance. We cannot assure that the Company will be able to successfully implement any of its plans or that assumptions or expectations regarding the Company's future plans and performance will not materially differ from the Company's present expectations. Nothing contained in this Memorandum is or should be relied on as a promise or representation as to the future performance of the Company.

This Offering is subject to withdrawal, cancellation, or modification by the Company without notice. We reserve the right, in our sole and absolute discretion, to reject any subscription in whole or in part for any reason, to allot to you less than the number of Debt Units you subscribed for, or to waive conditions to the purchase of the Debt Units.

The Debt Units are being offered and sold without registration under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state, in reliance on the exemption from registration afforded by §4(a)(2) of the Securities Act and Regulation D promulgated thereunder and on similar state exemptions.

The Debt Units are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act or any other applicable state securities laws. You may be required to bear the financial risks of any investment you make in the Debt Units for an indefinite period of time. Your principal may never be returned to you.

In making an investment decision, you must rely on your own examination of the Company and the terms of this Offering, including the merits and risks involved. The sole purpose of this Memorandum is to aid you in such an examination.

You should rely on only the information contained in this Memorandum or incorporated in this Memorandum by reference. The Company has not authorized anyone to provide you with information that is different.

Except as otherwise indicated, this Memorandum speaks as of the date hereof, and the information contained in this Memorandum is believed to be accurate only on the date of this Memorandum. Neither the delivery of this Memorandum nor any sale of Debt Units will imply that the affairs of the Company have not changed since the date of this Memorandum or that the information contained in this Memorandum is correct at any time after the date of this Memorandum.

You should not construe the contents of this Memorandum as legal, investment, or tax advice. Before

you invest in the Company, you should consult your own advisors regarding legal, investment, tax, and related matters.

This Memorandum contains summaries of certain provisions of documents relating to the Company and the purchase of Debt Units, as well as summaries of various provisions of relevant statutes and regulations. Such summaries are not complete and are qualified in their entirety by reference to the texts of the original documents, statutes, and regulations, which are included as Exhibits to this Memorandum or will be made available to you upon request.

This Memorandum constitutes an offer only to selected qualified investors, and only if such investors meet the suitability standards set forth in this Memorandum as well as the additional requirements necessary for acceptance and subscription. This Memorandum may be used only where it is legal to offer and sell these securities.

This offering is being made only to Accredited Investors. The Debt Units offered hereby are not being registered with the SEC. The Offering is being made in reliance upon the exemptions from registration pursuant to Regulation D of the federal Securities Act of 1933 (the "Act"), Rule 506(c) as promulgated by the SEC pursuant to the Act, and similar exemption provisions of the states in which this Offer is being made. Purchasers of the Debt Units will be required to represent to the Company that the Debt Units are being acquired for investment only. The Debt Units shall bear the following legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS FOR SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THIS OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER THE SECURITIES OFFERED HEREBY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE APPROPRIATE GOVERNMENT AGENCIES IF APPLICABLE. FURTHER, ANY SALE OR TRANSFER WITHOUT FIRST PROVIDING AN OPINION OF COUNSEL THAT THE TRANSFER DOES NOT VIOLATE ANY APPLICABLE LAWS, FOLLOWED BY RECEIVING THE COMPANY'S WRITTEN PERMISSION, SHALL BE NULL AND VOID.

This Memorandum is submitted with the private placement of these Debt Units and may not be reproduced or used for any other purpose.

The Company will make available at a reasonable time prior to the consummation of the transactions contemplated herein, to each purchaser of Debt Units and his representative(s), the opportunity to ask questions of, and receive answers from the Managers and Officers of the Company concerning the terms and conditions of this Offering, and to obtain any additional information, to the extent they possess such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information set forth herein.

Debt Holders are not to construe the contents of this Memorandum or any prior or subsequent communication from the Company, their affiliates, or any professional associated with this Offering as legal, tax, or investment advice. Each Investor should consult with and rely on their own personal counsel, accountant, and other advisors as to the legal, tax, and economic implications of the investment described herein and its suitability for the Investor.

This Offer is for the purchase of Debt Units in the Company only and does not constitute an offer or
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solicitation for investment in the Company's business products, services, or equity. In exchange for this investment, the purchaser shall be compensated as specified in the Promissory Note. Debt Holders WILL NOT be members nor have any voting power or equity interests in the Company.

No distribution of this Memorandum in whole or in part, or the divulgence of any of its contents, is permitted unless authorized in writing by the Company. No offering literature or advertising in whatever form shall be employed in the offering of these Debt Units, except the information contained herein or authorized by the Company. No person has been authorized to make representations or give any information with respect to these Debt Units, except the information contained herein.

No dealer, salesman, or any other person has been authorized to give any information to or make any representation other than those contained in this offering circular, and if given or made, such information or representation must not be relied upon as having been authorized by the Company. This Offering circular does not constitute an offer or solicitation by anyone in any state in which such offer or solicitation is not authorized, or in which the person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation.

This Memorandum does not constitute an offer or solicitation to anyone in any state or in any jurisdiction in which such an offer or solicitation is not authorized. The Company has sole discretion to allow or deny an investment for any lawful reason. A Debt Holder will not have any interest in Debt Units until it has satisfied the Company that it is qualified for investment, it has paid the required amount for its desired Debt Units and the funds have cleared, it has signed all appropriate admission documents, the Company has executed any applicable counterparts, and the Company sends the fully executed promissory note to the Debt Holder.

The Debt Units have not been registered under the Securities Act or any applicable State securities laws and are being sold in reliance upon an exemption from the registration requirements provided by Regulation D promulgated under the Securities Act and exemptions provided under such state securities laws.

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I. BALTIMORE FLIP FUND LLC

Baltimore Flip Fund LLC is a Maryland Limited Liability Company formed on May 8, 2025.

This Offering refers to Baltimore Flip Fund LLC throughout this Memorandum as “we,” “the Company,” “Company,” “Fund,” “us,” or “our.” The Company’s principal executive offices are located at 5000 Thayer Center, Suite C, Oakland, Maryland 21550.

The Sponsor of this Offering is Lola Capital Group, LLC. The total anticipated maximum debt raise for the Company is \$5,000,000.

II. THIS OFFERING

Total Debt Units Offered:	1000 Debt Units
Offering Price Per Debt Unit:	\$5,000
Total Amount Offered:	\$5,000,000
Total Proceeds Raised By this Offering if fully subscribed:	\$5,000,000 ³
Sales Commissions/Brokers Fees:	\$0
Expenses of this Offering:	\$20,000 (estimated)
Net Proceeds of this Offering:	\$4,980,000 (estimated)
Use of Proceeds:	The Company plans to use proceeds from this Offering for property acquisition, renovation costs, marketing, fund operations, and contingency reserves. The Company expects to purchase 25 distressed properties and to complete each flip within an estimated 5–6 months, recycling capital across projects over a 12–15-month fund term. The Company aims to deliver fixed returns to Investors while contributing to the revitalization of underserved communities in Baltimore.
Market:	Restricted Securities — No Public Market — Not Transferrable — Legended

³ The Company is not required to meet the full raise in order to proceed. Company is entitled to use funds the moment they are received. Company may allow for additional Units through this Offering or a separate Offering.

Registration Rights:	None
Interest Payments Policy:	Annually, if advisable based on the Company Manager's business judgment. The specific interest payments and timing of payments are further specified in the Promissory Note. The Company may, but is not required to, make payments more frequently. The Company may extend the term of this Note for up to six (6) additional months beyond the original maturity date. In the event of such an extension, the Debt Holder shall receive an additional return of 1–2 percentage points applied to the outstanding principal, payable at the end of the extension period—the specific amount shall be noted on an individual Debt Holder's Promissory Note. The extension will be declared in writing prior to the original maturity date.

This Offering covers the private sale by the Company of up to One Thousand (1000) Debt Units, which are being offered to Accredited Investors ONLY, as defined in Rule 501(a) under the Securities Act. See "Investor Suitability Requirements." The Company reserves the right in its sole and absolute discretion to reject any Debt Holder from purchasing the Debt Units. The Offering may close at any time, even if the total Raise has not been met, in the Company's Manager's sole discretion. The Offering timeline may be extended at the Company's Manager's sole discretion, and the maximum Raise may be increased or decreased at the Company's Manager's sole discretion as well. In the event of an increased Raise, current Investors would have no preferential rights.

III. RISK FACTORS

The purchase of the Debt Units involves a high degree of risk to the Debt Holder, including certain risks relating to regulatory, operating, tax, and investment matters. Debt Holders for Debt Units in the Company should give careful consideration to the following risk factors contained herein. An investment in the Company for Debt Units involves risk and is suitable only for persons of financial means who have no need for liquidity in investments and who can afford the possible loss of their entire investment. Debt Holders should consult with their own professional advisor(s) to consider carefully the following risk factors, which are not exhaustive by any means, plus any and all Supporting Documents, and the Company. **YOU MAY NEVER SEE ANY RETURN ON YOUR INVESTMENT. YOU MAY LOSE ALL OF YOUR INVESTMENT.**

A. Real Estate Risks.

1. Risks of Real Estate in General.

The risks and benefits of investment in real estate depend upon many factors over which the Company has little or no control, including, without limitation, (i) changes in the economic conditions in the country in general and in the area in which the Company's real property is located. Such changes could give rise to a decrease in local demand, an increase in local supply of land, an increase in unemployment, a change in the characteristics of the area in which the real property is located, or a restrictive governmental regulation, (ii) various uninsurable risks, (iii) increases in the costs in excess of the budgeted costs, and (iv) the continuing advance of certain provisions of the federal tax laws. There may be additional factors or risks that the Company cannot even anticipate due to the novelty of the risk, the novelty of the harm, the infinite variables that can occur to create unforeseen risks, and numerous other factors.

2. Appeal of the Property.

A major risk of owning any property is its appeal. The appeal to prospective tenants and/or buyers of any given property depends, among other things, upon unpredictable public tastes, and such appeal cannot be predicted in advance with any degree of certainty. While the experience and talent of the persons involved with a property generally improve the chances of any given development project achieving success, there can be no assurance that any particular property will appeal to prospective buyers. The Company's asset choices may not be attractive to potential tenants, and/or may lose any attractiveness that may have been present.

3. Competition.

Another major risk is competition from other businesses. The Company expects to encounter competition from others in the areas it seeks to invest in, and a certain number of competitors may be better capitalized or more established in the market. The investment in competing assets may have been materially lower than the Company's anticipated costs, thus permitting the owners to charge lower rates than those anticipated to be sought by the Company. The Company cannot guarantee that it will "win" against competitors, nor does the Company represent that it has competitive advantages over any actual or potential competitors.

4. Economic Uncertainties.

The success of the Company will depend upon numerous factors beyond the control of the Company Manager or the Company and cannot be predicted accurately at this time or ever. Such factors include general and local economic conditions, national and global economic conditions, increased competition, inability to prevail in competition, the solvency and reliability of financial institutions, decline in pension funds or other retirement accounts, increased construction costs, changes in demand, general market conditions, population, demographics, and limitations, which may be imposed by government regulation.

5. Extenuating Circumstances and Force Majeure-Type Events.

Global and/or local conditions including but not limited to: war, riots, earthquakes, hurricanes, lightning, floods, famines, natural hazards, energy blackouts, new legislation, strikes, lockouts, pandemics, terrorist attacks, grounding of air travel, embargos, threats, and other acts of God, acts of Nature, labor issues, supply issues or any other issues that affect the economy, supply chain, and similar items. These conditions present a situation in which materials, labor, permitting, and other items required for the success of the Company may be delayed or impossible to procure for a time. These may cause construction/renovation delays, supply chain issues, and/or dramatic depression in the value of assets that the Company purchases.

6. Real Estate Market Cyclical and Vulnerability to Economic and Other Conditions; Variability of Returns.

Traditionally, the real estate industry is cyclical in nature. It may experience dramatic swings in value. Real estate has generally appreciated in value over long periods of time. However, the Company cannot ensure that appreciation will continue to occur.

7. The Company will be subject to the Risks of Purchasing, Rehabbing, Holding, and/or Selling Real Estate.

The Company will be subject to all the risks incident to ownership of real estate, many of which relate to the general illiquidity of real estate investments. These risks include, but are not limited to, changes in general or local economic conditions, earthquakes, acts of God, and other factors beyond the control of the Company Manager. The illiquidity of real estate investments may also impair the ability of the Company Manager to respond promptly to changing circumstances.

The Company can provide no assurance that any Property in which it invests will be successful. Problems and delays may be encountered after the purchase, including tenant relations issues, rehab schedules, and selling delays, among others. Some of the other elements of risk (as discussed herein) may impact the Company's schedule for acquiring, developing, and selling Properties. Further, the value of real estate investments fluctuates due to many factors, including conditions in the general economy and the real estate business. These conditions may limit one or more properties' revenues and available cash.

8. Adverse Economic Conditions Could Negatively Affect Returns.

The length and severity of any economic downturn cannot be predicted. The Company's cash flow could be negatively affected to the extent that an economic downturn is prolonged or becomes more severe.

9. Possible Need for Additional Financing.

The Company may need to raise additional capital to address liquidity needs caused by shortfalls in revenue or unanticipated expenses. There can be no assurance that additional financing will be available when needed on terms favorable to the Company or at all.

10. Pandemics Make the Economy Extremely Unpredictable.

COVID-19 significantly changed the world we live in, causing widespread loss and disruption to businesses. While its most severe impacts have subsided, the pandemic underscored the unpredictability of the economy and markets. A resurgence of COVID-19, the emergence of new variants, or another global health crisis could still pose risks to economic activity, including that of the Company. Potential challenges include unexpected delays, cost increases, resource shortages, and other unfavorable circumstances that could affect operations and outcomes. As of the publication of this Offering, there have been cases of H5N1 avian flu (bird flu) in humans. If not properly managed, this could present a significant health risk, potentially affecting global economies and altering the reliability of many of the Company's assumptions.

11. Climate Change May Affect the Company's Plans

Climate change and global warming are changing the way business is conducted. Further, these issues may cause legislative or regulatory changes that the Company cannot readily predict. Some potential changes might include carbon emission off-site requirements and green building/operational standards, among other things. Additionally, climate change could affect the usability, desirability, or other aspects of the Company's assets and/or the location in which those assets are situated. All of these and numerous other unforeseeable changes due to climate change and global warming may alter the Company's projections and increase costs, increase times, lower the feasibility of the Company's plans, as well as many other undesirable outcomes spurred by climate change and global warming.

12. Regulatory Changes May Affect Operation, Value, and Desirability of the Company Assets.

The operation of commercial real property is likely subject, both directly and indirectly, to federal, state, and local governmental regulation, including environmental, sewer, water, zoning, and similar regulations. It is possible that (i) the enactment of new laws, (ii) changes in the interpretation or enforcement of applicable codes, rules, and regulations, or (iii) the decision of any authority to change the current zoning classification or requirements, may have an adverse effect on the operations and/or value of the assets that the Company purchases or loans against.

B. Operating Risks.

1. The Company is a Newly Formed Company With No Operating History.

The Company's proposed operations are subject to all business risks associated with new enterprises. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the expansion of a business and operation in a competitive industry. There is a possibility that the Company could sustain losses in the future. There can be no assurances that the Company will operate profitably.

2. Likelihood of Success-Business Risks.

The likelihood of success of the Company must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the operation and sale of real estate. There can be no assurance that the Project will be able to operate, sell, or rent real property.

3. Risks of Real Estate Ownership.

Real estate is not readily marketable. Real estate is not liquid. It is fixed in location and is subject to adverse social and economic changes and uses, rising operating costs, construction-related deficiencies, damages, maintenance, vacancies, and collection difficulties. When the Company buys real estate assets, it will be subject to this illiquidity, and that illiquidity could affect your investment.

4. Dependability of Assumptions.

The description of the contemplated results of the operations of the Company described in this Memorandum are based on various assumptions concerning many facts over which the Company has no control, including, without limitation: (a) The continuing advantages of certain provisions of the Federal Income Tax laws and of certain local tax laws; and (b) The management capabilities of the Company Manager.

5. Limited Transferability.

The Units have not been registered under the Securities Act of 1933, as amended (the "Act"), or under the securities laws of any state, and there is no anticipation as of the date of the Memorandum to engage in such registration. The Units are being offered and sold in reliance upon exemptions from registration thereunder, including the exemptions from federal registration contained in Section 4(2) of the Act and/or Regulation D, Rule 506(c) promulgated thereunder. As a consequence of the restrictions on subsequent transfer imposed by these exemptions, the Units may not be subsequently sold, assigned, conveyed, pledged, hypothecated, or otherwise transferred by the holder thereof, whether or not for consideration, except in compliance with the Act and applicable state securities laws. There will be no public market for the Units following termination of this Offering, and it is not expected that a public market for the Units will ever develop. Investors must expect that their only benefit or profit in owning Units, if there is any benefit or profit at all, will come from the anticipated, but not guaranteed, returns through interest payments discussed herein. Debt Holders should not purchase Units with the hope, plan, aim, or goal of selling the Units.

6. Restriction on Transferability of Units.

The Company, the Company Manager, law, and this Offering place restrictions on the transfer or assignment of Debt Units. The Units have no public market. The Units are offered and sold in accordance with one or more exemptions from registration under the Securities Act and without qualification or registration under the securities laws of any state. Consequently, the Units that Debt Holders would be purchasing may not be sold, transferred, or hypothecated without registration under

the Securities Act and applicable state laws or without an exemption from such registration or qualification. The Units that you will receive will bear a legend restricting their transfer. Accordingly, Investors in the Company should be prepared to remain as investors until the termination of the Company or the closing of the fund.

7. Lack of Liquidity.

There is no present market for Debt Units, and no such market is anticipated. Further, there can be no assurance that a market for Debt Units will develop or, if such a market develops, that it will continue or have favorable conditions. Further, there are restrictions on the transfer of Debt Units in the event that a market develops for the Company's Debt Units. Accordingly, an investment in Debt Units will not be liquid and there can be no assurance that the Units offered hereby can be resold at or near their purchase price and, in fact, purchasers of the Units will likely be unable to resell them for an indeterminate period of time and will likely never be able to sell them at all.

8. Management Decisions.

The Company Manager is vested with the exclusive authority as to the management and conduct of the business and affairs of the Company. The success of the Company depends, to a large extent, upon the management decisions made by the Manager. Debt Holders must complete their own due diligence and satisfy themselves with the risk and the Manager's fitness for management before pursuing this investment. Further, the Company's Management will have the discretion in when to purchase or sell an asset. Debt Holders are relying solely on the Company's business prowess for the success of the Fund. The Managers cannot be certain that the business strategy will be successful or that it will successfully manage these risks. If the Managers fail to address any of these risks or difficulties adequately, the Company's ability to service its debt to Investors would likely suffer.

9. The Managers Have Broad Discretion in Use of Investor Capital.

The Managers could invest most of the proceeds raised on behalf of the Company in ways with which Investors may not agree or that do not yield maximum favorable return.

10. The Managers Are Not Exclusive to the Company.

The Managers will also spend time supervising the affairs of other businesses they own and/or manage, so they will only devote the amount of time they deem necessary to oversee and manage the investments made by the Company.

11. Reliance on Security Registration Exemptions

Because this investment is a security, the Company must rely on exemptions so that the Company is not required to register its Offering. The Company is specifically relying on SEC Regulation D Rule 506(c) as its exemption from requiring it to register its securities. Furthermore, the Company will not offer its interests for sale publicly, and the Company likely will not have more than 100 investors, which may allow it to qualify for other exemptions. Regardless, should the exemptions that the Company intends to rely on for registration exemption not be applicable or allowable for the Company, the Company may be required to register, which is costly and both time and resource-consuming.

12. No Business Appraisal of the Units.

The Offering price per Unit was unilaterally and arbitrarily determined by the Manager based upon acquisition costs, estimated operating expenses, estimated fees to be paid, and estimated Offering expenses. Notwithstanding, the Manager believes that the Offering price is competitive. The Offering price does not constitute a guarantee of future return, future value, or minimum future value. The Company reserves the right to change the terms or price of the Offering, even after investments are received.

13. No Assurance of Return on Invested Capital.

Any return to Investors on their capital contribution will be dependent upon the success of the Company and other risk factors discussed that are outside of the Company's control. Debt Holders may never realize any benefits from this investment, nor even a return of any of their initial capital.

14. Offering Price Is Not a Scientific Valuation.

The Offering Price of the Units the Company offers was determined by Management based on a number of factors, including our estimates of business potential and earnings prospects, the consideration of the above factors in relation to market valuations of comparable companies, and the current condition of the market and economy as a whole. The Company has not and will not obtain an independent valuation from, and has not otherwise consulted with, any investment banks or financial consultants in determining the Offering Price. Accordingly, the Offering Price of the Units should not be considered a determination of the actual value of the Units.

15. Debt Units May Not Adhere to IRA Requirements.

Any potential investor who intends to purchase Debt Units for its IRA and any trustee of an IRA or other fiduciary of a retirement plan considering an investment in our Debt Units should consider particularly the limited liquidity of an investment in the Units as they relate to applicable minimum distribution requirements under the Internal Revenue Code. The Company makes no opinion regarding the suitability of the Debt Units for IRAs or any other type of investment account that is subject to restrictions.

16. The Company Faces Strong Competition.

The real estate industry is intensely competitive. The Company will compete with other companies and private individuals attempting to pursue the same or similar business strategies. While the Company's objective is to develop a niche and market that may be less competitive than other real estate markets, there is no guarantee that it can maintain a competitive position. Moreover, there are no significant barriers to entry that would prevent additional competition from entering the Company's market segment.

C. Special Risks of the Company Form and Debt Units.

1. Investors Are Not Members of the Company and Will Not Have Control or Voting Rights.

Investors will have no right to manage nor direct where, how, and/or when the Company invests in assets, nor will Investors have any authority in the type of assets that the Company invests in so long as the assets fall within the parameters set forth in this Offering, read in a broad light. Investors will also have no authority to remove a Manager. Investors will have no voting authority in the Company and will not be members of the Company. Membership in a company generally affords the member of that company certain rights, access to records, notices, and other requirements. Investors in Debt Units may not be afforded those same rights.

Debt Holders must understand that they make this investment relying solely on the business acumen and judgment of the Manager.

2. Loss of Key Personnel Will Be Detrimental to the Company.

The Company's success is highly dependent upon the continued services of key personnel and executives. We believe that the Company's future success depends, in large part, upon the ability of the Manager and its affiliates to hire and retain or contract with highly skilled managerial and operational personnel.

3. Limited Liability Company Formalities and Debt Holders Are Not Members of the Company. Limited Liability Companies (LLCs) have a very flexible form of management. Save for requirements in an LLC's operating agreement, most LLCs are not legally required to have a board of directors, board of advisors, annual meetings, or other business formalities that are often legally required for c corporations and other entity forms. Debt Holders must understand that the number of required disclosures, formalities, and transparency is of a less legally heightened nature in LLCs when compared to those requirements of c corporations or other entity forms. This is exacerbated further by the fact that Debt Holders will not be members of the Company.

4. Securities Law Compliance. This Offering has not been registered under the Securities Act of 1933, as amended (the "Act") or any applicable state securities laws. There is no assurance that the Offering presently qualifies or will continue to qualify under such exemptive provisions due to, among other things, the adequacy of disclosure, the manner of distribution of the Offering, the existence of similar offerings conducted by the Company, or the retroactive change of any securities laws or regulations. If suits for rescission are brought against the Company under the Act or laws, both the capital and assets of the Company could be adversely affected. Further expenditure of the Company's time and capital in defending an action by investors, the Securities and Exchange Commission, or state regulators, even if the Company is ultimately exonerated, adversely affects the Company's ability to profitably develop the Property.

D. Specific Project Risks.

1. Debt Unit Holders Are Not Company Members. This has been previously stated, but the Company again expresses that Debt Unit Holders are not Company Members and thus will not be afforded the rights that typically come with membership in an LLC. Debt Unit Holders take a creditor, not equity, position in the Company.

2. The Company May Invest in Distressed Assets. Some of the assets in which the Company invests may be distressed or in need of capital to avoid becoming distressed. These assets may require extensive renovations or construction, and even with significant capital expenditures, they may not be salvageable or may fail to generate the expected returns.

3. The Company Plans to Invest in Assets Located in Underserved Areas. The Company expects to contribute to the revitalization of underserved communities in Baltimore. Investing in distressed assets in underserved areas can pose significant challenges. These areas may face lower market demand, limited resources, and other economic difficulties, which could increase the risks associated with distressed assets. Consequently, achieving the expected returns on investment may be more difficult, even with substantial capital investment.

4. Extensive Renovations May Be Costly and Time-Consuming. Extensive renovations may require a level of work that can be both costly and time-consuming, and there is a possibility that the necessary renovations may exceed the Company's expectations, leading to increased costs and delays in achieving full occupancy. Further, the threatened or actual trade war and tariffs will likely increase the costs of materials necessary for renovations.

5. Renovations May Not Increase Rental Value. As mentioned, the Company anticipates performing renovations, upgrades, and capital improvements

to increase the appeal of its assets and market rental rates. The Company could expend the capital, make the improvements, and renters may find the improvements unvaluable. The Company cannot guarantee that its capital improvement plans will bring the results that it hopes for.

6. Permitting and Compliance Delays.

Renovations often require permits and must comply with local building codes and regulations. Delays in obtaining necessary permits or meeting compliance standards can halt progress and incur additional costs. The Company may encounter setbacks while navigating these regulatory requirements.

7. Unforeseen Structural Issues.

During renovations, hidden structural issues may be discovered, such as mold, pest infestations, or damage from previous weather events. Addressing these unforeseen problems can lead to unexpected costs and extended timelines, impacting the Company's budget.

8. The Company Plans to Acquire Certain Properties Through Auctions.

Auction properties often take 30 to 90+ days to settle after winning the bid, which can delay the start of construction and tie up capital longer than planned. This extended settlement period can impact cash flow and disrupt project timelines, potentially affecting overall investment returns.

9. The Company May Not Be Able to Meet the Anticipated Exit Window.

The Company anticipates a post-renovation resale window of 5 to 6 months for each property, with profits returned or reinvested over a 12–15-month fund term. However, selling multiple properties simultaneously during a slow sales period could impact liquidity and delay investor payouts. Consequently, the Company may not be able to sell all properties at the desired pace.

10. The Company May Not Be Able to Reinvest Capital.

The Company plans to stagger acquisition and renovation/construction timelines to maintain consistent deal flow and ensure steady cash deployment. However, if project timelines extend or the resale market slows, it can delay reinvestment into new deals, affecting cash flow and fund momentum.

E. Tax Risks.

No representation or warranty of any kind is made by the Managers, the Company, or counsel to the Managers or the Company with respect to any tax consequences relating to the Company, or the allocation of taxable income or loss set forth in this Memorandum. Each Investor should seek its own tax advice concerning the purchase of an Interest.

1. Suitability of the Investment to the Investor.

It is hoped that the Company will produce taxable income to its Investors. However, it is not guaranteed that the Company will have any income or revenue at all. Because of the 1986 Reform Act, in the event taxable loss is produced by the Company in any year, depending on the Investor's financial position and other investments, such losses may not be used by the Investor to avoid tax exposure. Investors should consult with a tax professional in this instance.

2. Federal Income Tax Risks.

THERE IS NO GENERAL EXPLANATION OF THE FEDERAL INCOME TAX ASPECTS OF INVESTMENT IN THE COMPANY CONTAINED IN THIS MEMORANDUM, AND ACCORDINGLY, EACH INVESTOR IS URGED TO CONSULT SUCH INVESTOR'S OWN TAX, INVESTMENT, AND

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LEGAL ADVISORS WITH RESPECT TO SUCH MATTERS AND WITH RESPECT TO THE ADVISABILITY OF INVESTING IN THE COMPANY. The income tax consequences of an investment in the Company are complex, subject to varying interpretations, and may vary significantly between Investors depending upon numerous personal factors and variables such as sources of income, investment portfolios, and other tax considerations. A Debt Holder should consider the tax effects of investing with their professional advisors. Each Debt Holder should, at its own expense, retain, consult with, and rely on its own advisors with respect to the tax effects of its investment in the Company. In addition to considering the federal income tax consequences, each Investor should also consider, with their own advisors, the state and local tax consequences of an investment in the Company. No representations are made as to any federal, state, or local tax consequences resulting from an investment in the Company. No information contained in this Offering or any Supporting Documents shall be deemed as tax advice. The Company has retained its own legal, tax, and other business professionals in preparation of these documents and this Offering. Professionals retained by the Company solely represent the interests of the Company and not necessarily the interests of any individual Investors or Debt Holders. All Debt Holders should consult with their own, independent professionals, should there be any legal, investment, business, tax, or other concerns.

3. Company Tax Status.

Although the Managers believe that the Company will be treated as a partnership for federal income tax purposes, such treatment cannot be assured. If the Company were to be classified as an association taxable as a corporation, the tax status of the Company would be adversely affected, and any tax benefits expected from an investment in the Company may be lost. To again be clear, Investors in this Offering will NOT be members of the Company.

This information is provided for evaluation purposes only. Debt Holders must consult their own, independent professionals for an evaluation of the merits, tax implications, legal implications, financial implications, individual suitability, risks, and other outcomes and/or consequences inherent in this investment.

The preceding shall not be read as an all-encompassing list of risks. Investments have numerous risks, many of which the Company cannot accurately predict or forecast.

IV. CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

This Memorandum contains forward-looking statements within the meaning of the federal securities laws, which involve risks and uncertainties. These forward-looking statements are not historical facts but rather are based on current expectations, estimates, and projections about our industry, our beliefs, and certain assumptions. The Company uses words such as “anticipates,” “expects,” “intends,” “plans,” “believes,” “seeks,” “estimates,” and variations of these words and similar expressions to identify forward-looking statements. These statements are not guarantees of future performance and are subject to certain risks, uncertainties, and other factors, some of which are beyond the Company's control, are difficult to predict, and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. These risks and uncertainties include those described in “Risk Factors” and elsewhere in this Memorandum. You should not place undue reliance on these forward-looking statements, which reflect our management's view only on the date of this Memorandum. The Company undertakes no obligation to update these statements or to release publicly the result of any revision to the forward-looking statements that we may make to reflect events or circumstances after the date of this Memorandum or to reflect the occurrence of unanticipated events.

V. USE OF PROCEEDS

The net proceeds to the Company from the sale of all of the Debt Units offered hereby, after deducting estimated expenses of this Offering in the amount of \$20,000, are estimated to be approximately \$4,980,000. The following represents the Company's best estimate of how the proceeds of this Offering will be expended. The Company reserves the right to redirect any portion of the funds among the items referred to below that the Company management considers to be in the best interests of the Company. Upon an Investor's subscription and payment, the Company shall deposit those funds in its general operating account. The Company anticipates that the net proceeds of this Offering will be used over a period of 12 months, approximately as follows:

The Company plans to acquire approximately 25 distressed single-family homes in targeted neighborhoods throughout Baltimore, Maryland. These properties are anticipated to be primarily sourced through auctions, tax sales, and off-market channels at significant discounts, then improved through high-quality renovations and sold at market value. The Company anticipates that each property has a post-renovation resale window of 5 to 6 months, with profits returned or reinvested over a 12–15-month fund term. The Company aims to deliver fixed, lien-backed returns to Investors while contributing to the revitalization of underserved communities in Baltimore.

VI. DETERMINATION OF OFFERING PRICE

The offering price of the Units that the Company offers was determined by Management based on a number of factors, including our estimates of business potential and earnings prospects, estimated value of our tangible assets and intellectual property, the consideration of the above factors in relation to market valuations of comparable companies, and the current condition of the market and economy as a whole. We have not obtained an independent valuation from, and have not otherwise consulted with, any investment banks or financial consultants in determining the offering price. Accordingly, the offering price of the Units should not be considered a determination of the actual value of the Units.

VII. DESCRIPTION OF BUSINESS

A. General Company Profile

Baltimore Flip Fund LLC is a Maryland Limited Liability Company formed on May 8, 2025. The Company is a newly formed company that does not have any operating history or past.

Investors are "Debt Investors" and do not hold an equity position in the Company. The Company executes a Promissory Note to each Investor in the amount of capital loaned to the Company for the purchase of the security ("Debt Units"). Title to any asset is held in the name of Baltimore Flip Fund LLC, or a special purpose entity, upon which Baltimore Flip Fund LLC will be the primary and/or sole owner.

VIII. MATERIAL PROCEEDINGS

No pending litigation or proceeding involving a Company Executive, manager, officer, or other agent of the Company currently exists as to which indemnification is being sought. The Company is not aware of any threatened litigation that may result in claims for indemnification by any officer, executive, or other agent of the Company.

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IX. MANAGEMENT'S PLAN OF OPERATION

Management's Plan of Operations and other parts of this Memorandum contain forward-looking statements that involve risks and uncertainties. The Company's actual results may differ materially from those discussed in this Memorandum. Factors that could cause or contribute to such differences include, but are not limited to, those discussed in "Risk Factors," as well as those discussed elsewhere in this Memorandum.

A. Management's Plan of Operation

The Company plans to acquire approximately 25 undervalued single-family homes in Baltimore, Maryland, over a 12–15-month period. These properties will be sourced primarily through auctions, tax sales, and off-market deals. Once acquired, each property will undergo a targeted renovation to increase its resale value, with a projected hold period of 5–6 months per flip.

The Company intends to strategically stagger acquisition and renovation/construction timelines to maintain consistent deal flow and ensure steady cash deployment. Overall, capital will be allocated toward property acquisition, renovation and construction costs, marketing, fund operations, and a contingency reserve to mitigate delays or unexpected expenses.

The Company anticipates, but does not guarantee, servicing its debt on an annual basis approximately twelve (12) months after the closing of this Offering. The Company may, but is not required to, make payments more frequently. The Company may extend the term of its Promissory Note to Investors for up to three (3) additional months beyond the original maturity date.

In the event of such an extension, the Debt Holder shall receive an additional return of 1–2 percentage points applied to the outstanding principal, payable at the end of the extension period. The extension must be declared in writing prior to the original maturity date.

These are the Company's anticipated operational plans at this time. These plans are subject to change, and neither the Company nor its Management is responsible for providing an ongoing or updated operational plan.

X. MANAGEMENT

A. Company Promoters & Executive Team

Baltimore Flip Fund LLC's executive officers as of the date of this Memorandum are as follows:

NAME	POSITION
Cornelius Weaver	Company Executive
Ellena M Weaver	Company Executive

B. Company Executive Biographies

1. Cornelius Weaver

Cornelius Weaver is the President, Treasurer, and Managing Member of the Baltimore Flip Fund. A purpose-driven leader with over 15+ years of experience in real estate investment and project management, Cornelius has overseen complex capital projects and development initiatives totaling more than \$500 million. His career spans both public and private sectors, where he built a reputation

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for delivering large-scale, deadline-sensitive projects with precision and accountability.

Grounded in his faith, Cornelius leads with a mission to steward capital responsibly while restoring communities, one block at a time. Through Lola Capital Group, he focuses on flipping undervalued homes in historically overlooked Baltimore neighborhoods, combining financial performance with social impact. His ability to structure deals that protect investor capital while uplifting local communities has made him a trusted partner among private lenders and mission-aligned stakeholders alike.

With a strong foundation in construction oversight, budget management, and investor relations, Cornelius continues to build teams and portfolios that reflect integrity, vision, and long-term value.

2. Ellena M Weaver

Ellena serves as Vice President and Secretary, bringing strong organizational leadership and strategic insight to the executive team. She supports the company's mission by overseeing internal operations, managing corporate records, and ensuring compliance with regulatory requirements. With a sharp eye for detail and a heart for community impact, Ellena plays a critical role in both governance and long-term planning.

Ellena is an accomplished healthcare leader with over a decade of experience managing multimillion-dollar budgets and complex initiatives at major healthcare organizations. She brings expertise in strategic planning, quality improvement, and operational oversight. Her passion for real estate and community development is rooted in a commitment to eradicating blight and revitalizing underserved neighborhoods. Ellena is also deeply focused on building generational wealth through purposeful, equity-driven investments. As Fund Manager, she blends financial discipline with a mission-driven approach to create meaningful, lasting impact.

C. Company Manager

The Company will be managed by Cornelius Weaver and Ellena M Weaver. Investors are cautioned that Management was not necessarily selected or contracted at arm's length. Management is an interested party, even if not directly. The individuals and/or entities that make up the Manager are not prohibited from becoming Members of the Company as well.

D. Conflicts of Interest

The Company is subject to various substantial existing and/or potential conflicts of interest arising out of its relationship with the Company Managers and/or its Affiliates and/or Control Groups. These conflicts may involve:

1. Allocation of the Company Manager's Activities

The Company Managers and affiliates are not required to devote themselves exclusively to the affairs of the Company. Further, the Company Managers, Company Executives, and affiliates may own competing assets. The Company Managers and affiliates may have a conflict of interest in the ownership of these other properties and in allocating management, services, and functions between this Company and their other present and future interests. The Company Managers and affiliates are not required to manage the Company on an exclusive basis, and nothing in this Memorandum nor any agreements with the Company prevent the Company Managers from managing, owning, operating, or performing a similar function for other funds. The Company Managers and affiliates believe that they have sufficient time and staff to be fully capable of discharging their responsibilities to the Company and to any other present or future activities.

The Company Managers and affiliates serve and may serve in such capacity in other limited partnerships, limited liability companies, corporations, funds, or entities that will compete with the activities of the Company. The Company Managers and affiliates may have conflicts of interest in allocating management, time, services, and functions between other limited partnerships, limited liability companies, or ventures, and this Company, as well as any future entities. The Company Manager believes that, together with its affiliates and any employees or agents that may be retained in the future, it has sufficient staff to fully discharge its responsibilities to the Company and any current and/or future responsibilities the Company Manager may have.

E. Securities Selling Agent

The Company does not anticipate using a securities broker to sell Debt Units. However, if, at the Manager's discretion, the use of selling agents or brokers is deemed helpful to the Company and its objectives, the Manager may use its business judgment to procure and use securities brokers. Should such brokers be utilized, the commissions paid to them will decrease the amount of monies raised that actually flows to the Company.

XI. EXECUTIVE COMPENSATION

Company Executives are not directly compensated from funds received through this Raise, but they are compensated indirectly from such funds. As part of their compensation, and once all debt is serviced, Company Executives will participate in any additional proceeds and/or distributions. The specific compensation, if any, that each Executive receives is not yet settled and will vary depending on an Executive's participation in the Company's objectives as well as whether the Company needs the services of third parties to perform some of its duties.

A. Compensation and Fees to Company Executives

The Manager shall be reimbursed for any direct funds or expenses advanced by it prior to or after the formation of the Company and/or this Offering to the extent that such expenses are incurred or paid directly on behalf of the Company.

B. Anticipated Expenses

Additional expenses, fees, and costs, which shall also be paid from monies procured in this Offering, and shall not work as a set off against Management Fees, include but are not limited to:

1. Ten Thousand Dollars (\$10,000) for legal fees.
2. Five Thousand Dollars (\$5,000) for accounting fees.
3. Five Thousand Dollars (\$5,000) for administrative costs.

XII. LIMITATION OF LIABILITY AND INDEMNIFICATION MATTERS

A. SEC Position on Indemnification

The Company does not anticipate obtaining directors and officers liability insurance with respect to possible director and officer liabilities arising out of certain matters, including matters arising under the Securities Act. However, nothing prevents the Company from doing so in the future. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the Company pursuant to provisions of our articles of incorporation or bylaws, or otherwise, the Company has been advised that, in the opinion of the United States Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

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XIII. DESCRIPTION OF SECURITIES

There are Four (4) Classes of Debt Units:

A. Class A Debt Units

Class A Debt Units are afforded a twelve percent (12%) simple interest calculated and paid annually, with a minimum investment of one hundred thousand dollars (\$100,000), equivalent to 20 Debt Units.

B. Class B Debt Units

Class B Debt Units are afforded a ten percent (10%) simple interest calculated and paid annually, with a minimum investment of fifty thousand dollars (\$50,000), equivalent to 10 Debt Units.

C. Class C Debt Units

Class C Debt Units are afforded an eight percent (8%) simple interest calculated and paid annually, with a minimum investment of twenty-five thousand dollars (\$25,000), equivalent to 5 Debt Units.

D. Class D Debt Units

Class D Debt Units are for unique situations as determined by the Manager. Class D's level of preference may vary depending upon the individual terms negotiated for those specific Class D Debt Units. Class D may have preference above all Debt Units, and/or Class D may have no preference over other Debt Units. Class D Debt Units will be issued with a confidential Side Letter for that specific Class D Unit Holder that outlines the Company's terms and relationship with that specific Class D Unit Holder. It is again noted that Class D Debt Units may have Side Letters that provide them with different and, potentially, more favorable terms than other Classes and even other Class D Units Holders.

All Debt Units are secured by the Company's properties as outlined in the Promissory Note. The Company will make its best efforts to ensure investor capital is secured by a first-position lien or collateral assignment on one or more residential real estate properties acquired by the Company. All secured properties are located in Baltimore, Maryland, and will be used for renovation and resale.

If an investor's capital does not meet the threshold required for an individual first lien, the Fund reserves the right to:

- Pool multiple investors on a single mortgage or deed of trust.
- Subordinate the investor's interest to institutional financing (e.g., hard money loans) when necessary for project completion.

XIV. DEBT SERVICE PLAN

The Units are being offered to Accredited Investors as defined in Rule 501(a) under the Securities Act. See "Investor Suitability Requirements." The Company reserves the right in its sole and absolute discretion to reject any Debt Holder in the Units. See "Investor Suitability Requirements."

A. Annual Debt Service Payments

The Company will endeavor to make annual debt service interest payments. However, depending on the Company's deal flow, the Company will seek to pay the Debt Units as promptly as the Company receives debt service payments. Payments of principal may be made at any time after accrued interest is satisfied. Investors may choose to acquire additional Debt Units in lieu of a cash interest payment. In the case that interest on the principal is rolled over due to the Investor's request, the

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Company may send a 1099 tax form.

XV. RESTRICTIONS ON TRANSFER UNDER SECURITIES LAWS

The Units offered hereby are subject to certain restrictions on transfer as provided by federal and applicable state securities laws. The Units will be issued by the Company without registration under the Securities Act and without qualification or registration under applicable state securities laws pursuant to exemptions from the registration or qualification requirements of the Securities Act and of the applicable state securities laws. Accordingly, the Units must be held indefinitely by any investor in the Units unless (a) the Units subsequently are registered or qualified under the Securities Act and under the applicable state securities laws or (b) exemptions from the registration or qualification requirements under the Securities Act and under the applicable state securities laws are available in connection with any proposed transfer of the Units. If a Debt Holder invests in the Units, it will not be permitted to sell or otherwise transfer all or any portion of the Units, or any interest in all or any portion of the Units, without registration or qualification under the Securities Act and the applicable state securities laws, unless it first demonstrates to the satisfaction of the Company that specific exemptions from such registration or qualification requirements are available with respect to the proposed transfer and provide to the Company an opinion of legal counsel satisfactory to the Company that the proposed transfer may be made without violation of the Securities Act and the applicable state securities laws and will not affect the exemptions relied on by the Company in connection with the original issuance and sale to such investors of the Units. See “Investor Suitability Requirements.” **Each Investor is required to acknowledge that its purchase is being made for investment, for its own record and beneficial account, and without any view to the distribution thereof.**

A. Registration and Transfer

The Units will be registered at the principal executive office of the Company, and/or its electronic records, and will be transferable at such office by the registered holder of the Units (or duly authorized attorney thereof) on surrender of the certificate evidencing ownership of the Units, properly endorsed. No transfer may be registered unless the Company is satisfied that such transfer will not result in a violation of any applicable federal or state securities law. See “Restrictions on Transfer.” The transferring holder of the Units must pay all costs of transfer. The Company is the transfer agent and registrar for the Units.

XVI. INVESTOR SUITABILITY REQUIREMENTS

This Offering is made to Accredited Investors only. An investment in the Units will involve significant risks and is suitable only for persons of adequate financial means who have no need for liquidity with respect to their investment and who can bear the economic risk of a complete loss of their investment. This Offering is made in reliance on exemptions from the registration requirements of the Securities Act and from the registration and qualification requirements of applicable state securities laws and regulations.

The suitability standards discussed below represent minimum suitability standards for Debt Holders in the Units. The satisfaction of such standards by a Debt Holder does not necessarily mean that the Units are a suitable investment for such Debt Holder. **Debt Holders are encouraged and cautioned to consult with their own professional advisors to determine whether an investment in the Company is appropriate for them.**

The Company reserves the right to approve or disapprove any Debt Holder. No Debt Holder shall be given Debt Units until it has satisfied the Company and the Company's Manager of its qualification to invest; until the required funds for the investment have been transferred and cleared; until the Debt Holder executes all required documents; and until the completion of any other such requirements made by the Company or its Management.

Each Debt Holder will be required to represent that (s)he is acquiring the Units being purchased by him or her for investment and for his or her own account, and not with a view to resale or distribution. Resale of the Units is subject to extensive restrictions.

Debt Holders electing to purchase Units hereunder will be required to execute and deliver to a subscription agreement in which Debt Holders will make certain acknowledgments, representations, and warranties to, and make certain covenants and agreements with, the Company. The following are some, but not all, of such acknowledgements, representations, warranties, covenants, and agreements:

- That the Units will be issued by the Company without registration under the Securities Act and without registration or qualification under applicable state securities laws under exemptions from the registration requirements of the Securities Act and from the registration and qualification requirements of applicable state securities laws;
- That Debt Holder must hold the Units indefinitely unless the Units subsequently are registered or qualified under the Securities Act and under applicable state securities laws or exemptions from the registration requirements of the Securities Act and from the registration or qualification requirements of applicable state securities laws are available in connection with any proposed transfer of the Units by Debt Holder;
- That the Units will be subject to certain restrictions on transfer;
- That no public market currently exists for the Units, and that such a public market will likely never exist;
- That the Units are a speculative investment involving a high degree of risk of loss by Debt Holder, and that Debt Holder could lose the entire amount of investment in the Units; and
- That Debt Holder can bear the economic risk of your investment in the Units and at the present time, can afford a complete loss of that investment.

A. Specific Suitability Requirements

If you elect to purchase Units hereunder, you also will be required to represent, warrant, and certify to the Company in writing that you are an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act (and as set forth below). In addition, you will have to represent, warrant, and certify to the Company the basis for your qualification as an "accredited investor".

B. Accredited Investor Status

To be an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act, you must fall within one of the following categories at the time of acquiring the Units:

1. Any director, executive officer, or other "knowledgeable party" of the Company as defined by the SEC;

2. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase of the Units, exceeds \$1,000,000 (excluding any positive equity value of the person's primary residence);
3. Any natural person who had an individual income in excess of \$200,000 in each of the 2 most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
4. Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Units, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D;
5. Any entity in which all of the equity owners are "accredited investors";
6. Any 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(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;
7. Any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934;
8. Any insurance company as defined in section 2(a)(13) of the Securities Act;
9. 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;
10. Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;
11. 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; or
12. Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of that 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."
13. A corporation, partnership, limited liability company, or business trust, not formed for the purpose of acquiring the Interest, or an organization described in Section 501(c)(3) of the Code, in each case with total assets in excess of \$5,000,000.
14. An entity in which all of the equity owners, or a living trust or other revocable trust, in which all of the grantors and trustees qualify under a clause above or this clause.

As used above, the term "net worth" means the excess of total assets over total liabilities. In computing net worth above, the value of any real property (excluding the individual's residence) must be valued at cost, including cost of improvements, or at recently appraised value by an institutional lender making a secured loan, net of encumbrances. In determining income, an investor should add to such investor's adjusted gross income amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

In addition to all of the foregoing, to satisfy the conditions for exemption from the registration requirements under the securities laws of certain jurisdictions, Investors who are residents of such jurisdictions may be required to satisfy additional suitability requirements.

C. Suitability for Investment Risk

The economic benefit of an investment in the Debt Units depends on the ability of the Company to successfully buy and resell assets at a profit sufficient to cover all costs and accrued interest. The accomplishment of such goals in turn depends on many factors beyond the control of the Company. See "Risk Factors."

Accordingly, the suitability for any particular Investor of a purchase of the Debt Units will depend upon, among other things, such Investor's objectives and their ability to accept highly speculative risks, including the risk of total loss of his or her investment in the Debt Units. **Each Investor must have a net worth equal to at least three times the amount of their purchase.**

Purchase of the Debt Units is suitable only for persons of economic means who have no need for liquidity in this investment and who have adequate means of providing for their current needs, even if investment in the Debt Units results in a total loss. Accordingly, no Investor should purchase Debt Units with funds that they may need to convert into cash and for which they cannot bear the risk of loss. The Company reserves the right to accept or reject any subscription to purchase Debt Units. The Company Managers reserve the right to admit or deny anyone's participation in the fund with or without cause.

D. Ineligible Parties

1. Specially Designated & Blocked Persons

Investors, Debt Holders and/or Members of the Company cannot be an individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this potential purchase of securities, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC "Specially Designated Nationals and Blocked Persons") or otherwise.

2. Parties Prohibited by OFAC

Neither Debt Holder nor any Person who owns a direct interest in Debt Holder (collectively, an "Investor Party") is now nor shall be at any time a Person with whom a U.S. Person, including a United States Financial Institution as defined in 31 U.S.C. 5312, as periodically amended ("Financial Institution"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

3. Use of Lawful Money Only

Neither Debt Holder nor any Investor Party, nor any Person providing funds to Debt Holder (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti Money Laundering Laws; (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws (as defined herein);

or (iii) has had any of its funds seized or forfeited in any action under any Anti Money Laundering Laws. For purposes of this Agreement, the term “Anti-Money Laundering Laws” shall mean laws, regulations and sanctions, state and federal, criminal and civil, that (1) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (3) require identification and documentation of the parties with whom a Financial Institution conducts business; or (4) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations, and sanctions shall be deemed to include the USA PATRIOT Act of 2001, Pub. L. No. 107-56 (the “Patriot Act”), the Bank Secrecy Act, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1, et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701, et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957. Debt Holder is in compliance with any and all applicable provisions of the Patriot Act.

E. Certification of Accredited Investor Status

Because this Offering is made using the Regulation D 506(c) exemption, as previously stated, all investors must be Accredited Investors. Debt Holders will be required to provide third-party verification of their Accredited Investor status. The Company will not take self-certified verifications, and the Company will not perform verification for investors. Instead, Debt Holders must provide a letter from a third-party that is intimately familiar with the Debt Holders’ financial situation, and the provider must be a CPA, licensed attorney, or financial advisor possessing a broker-dealer license.

XVII. ERISA CONSIDERATIONS

The Company does not intend to have 25% or more of the capital commitments made by “benefit plan investors,” including employee benefit plans subject to the Employee Retirement Income Security Act of 1974 (“ERISA”), IRA’s or other “plans” subject to Section 4975 of the code, or entities that hold the plan assets of such plans. Thus, in reliance on the less than 25% “benefit plan investors” exception under the applicable ERISA regulations, the Company does not intend for its assets to be treated as “plan assets” under ERISA. However, if necessary to avoid the Company’s assets being treated as “plan assets” under ERISA, the Company will have the right to take advantage of another plan assets exception, such as the “venture capital operating company” or the “real estate operating company” exceptions, or to take whatever other action it deems necessary to avoid its assets being treated as “plan assets” under ERISA.

XVIII. ADDITIONAL INFORMATION

Debt Holders and their professional advisors are invited to review all materials available to the Company relating to the Company, the Company’s products and plan of operation, its management and financial condition, this Offering, and any other matter relating to this Offering. Statements contained in this Private Placement Memorandum as to the contents of the offering materials, or other documents, are not necessarily complete and each such statement is deemed to be qualified and amplified in all respects by the provisions of such agreements and documents, copies of which are either attached hereto or are available upon reasonable notice for examination by offerees, or their duly authorized representatives, at the office of the Manager, Cornelius Weaver and Ellena M Weaver at 5000 Thayer Center, Suite C, Oakland, Maryland 21550.

XIX. CERTAIN LEGAL MATTERS

Polymath Legal serves as legal counsel to the Company. Debt Holders have not been represented in connection with this Offering by Polymath Legal PC. Polymath Legal PC does not represent the Investors nor their respective interests. Debt Holders seeking legal advice should retain their own legal counsel.

In preparation of this Memorandum, Counsel has relied on the representations and statements of the Company's officers as to facts regarding the Company, its directors, officers, Members, and their respective affiliates. Counsel expresses no opinion regarding any factual matters set forth in this Memorandum. Debt Holders should consult their advisors regarding an investment in the Company and conduct any due diligence that they deem appropriate to verify the accuracy of the representations and information set forth in this Memorandum.

XX. GLOSSARY

Assets	The Investments that the Company Makes.
Company	This limited liability company: Baltimore Flip Fund LLC, a Maryland limited liability company, located at 5000 Thayer Center, Suite C, Oakland, Maryland 21550.
Debt Holder	Those individuals and/or entities who purchase Class A, Class B, Class C, and Class D Debt Units of Baltimore Flip Fund LLC, who also possess the requisite qualification to consummate such purchases. Any cautions or advisory statements to Debt Holders equally apply to prospective Debt Holders as well.
Debt Unit, Debt Interest, Unit, or Interest	The rights that a Debt Holder purchases through this Offering. Debt Units do not confer membership interests in the Company.
Investor	One who fits the investment suitability requirements, who the Manager allows to invest, who fulfills all Debt Unit purchase requirements, and ultimately purchases and owns Class A, Class B, Class C, and Class D Debt Units.
Manager, Management, or Company Manager	This Company's Manager(s): Cornelius Weaver and Ellena M Weaver.
Memorandum	This Private Placement Memorandum, inclusive of all documents and exhibits that are attached to it.
Offering	This Private Placement Memorandum and the opportunity to become an Investor of the Company.
Sponsor	The Sponsor of this Offering is Lola Capital Group, LLC.
Supporting Documents	The Memorandum, investor questionnaire, subscription agreement, exhibits, promissory note, and any other documents that the Company, Manager, or their agents furnish to Debt Holders for that Debt Holder to evaluate this Offering.
Other words used in this Memorandum that are not defined in the glossary shall have their normal meaning within the general business vocabulary and shall be construed in the context in which they are presented.	

XXI. BALTIMORE FLIP FUND LLC PPM EXHIBITS

Exhibits
A- Subscription Agreement
B- Offering Memorandum
C- Promissory Note
D- Representations
E- Investor Questionnaire
F- NASAA State Legend
G- Accredited Investor Sample Letter

///EXHIBITS TO FOLLOW//

EXHIBIT A

BALTIMORE FLIP FUND LLC Subscription Agreement

BALTIMORE FLIP FUND LLC SUBSCRIPTION AGREEMENT

Subscription and Acceptance

I wish to subscribe for the purchase of Company Debt Units. The specific amount and class of Debt Units are further clarified in Exhibit C. I know and understand the terms of the Baltimore Flip Fund LLC Placement Memorandum, the Baltimore Flip Fund LLC Promissory Note (Exhibit B), and any other documentation given to me by the Company (collectively "PPM and Supporting Documents"). I hereby subscribe to the PPM and Supporting Documents and agree to abide by and be subject to all of the terms and provisions therein.

I understand that my signature on this Subscription Agreement does not automatically entitle me to purchase Debt Units. I am not authorized to purchase Debt Units until I have: read the PPM and Supporting Documents; executed this Subscription Agreement and any other documents required by the Company or Manager; remitted payment in full for all Debt Units purchased and such payment has cleared; and until the Manager has accepted my subscription in writing. The Manager has sole discretion as to who may purchase Debt Units.

Representations and Warranties

I assert and warrant that I agree and give all covenants and warranties that all Investors give such as: understanding the risk of this investment; that I am an Accredited Investor, that I am in compliance with the investor suitability requirements; that such Debt Units have restricted transfer; that such Debt Units have no public market; that **I may not receive a return on my investment**; that **I may lose all of my investment in Company**; that I have conducted my own due diligence, sought my own professional counsel, asked any questions of Company that I may have, and am satisfied with the results of such pursuits; and that no documents provided to me by Company constitute any sort of guarantee. The failure on my part of any of these warranties may void my subscription.

I specifically understand that the Subscription Agreement, Promissory Note, as well as any Supporting Documents, do not confer ownership in the Company to me, and thus I will have no ownership, voting authority, or management authority in the Company. My relationship to the Company is that of a debtor (Company) and creditor (myself). I understand that nothing in these documents makes me a Member of the Company, and I will have no authority or ownership in the Company whatsoever.

I understand that this investment has risks and the stated returns cannot be guaranteed, and I am purchasing securities that are not registered with the SEC, will not be registered with the SEC, and have not been evaluated and/or approved by the SEC nor any state securities agencies.

I specifically understand that my purchase of Debt Units does not make me a member or equity holder of Baltimore Flip Fund LLC. My purchase also does not give me any voting rights, management rights, or any other authority related to the operation of the Fund nor its investments.

Signature

Accepted by Manager

Investor Name

Date

Date

EXHIBIT B

BALTIMORE FLIP FUND LLC Offering Memorandum



LOLA
CAPITAL GROUP
AN INVESTOR'S BEST FRIEND

A Community Focused
Real Estate Solutions
Group



Who We Are – *Our Story*

About **Lola Capital Group**

Building Wealth. Revitalizing Neighborhoods. Honoring Legacy.

Lola Capital Group was founded with a mission: to build generational wealth through real estate while revitalizing undervalued communities—one property at a time. Named in honor of our beloved Yorkie, Lola, the name reflects the loyalty, heart, and tenacity we bring to every project. What began as a personal journey—building our first home—quickly evolved into a passion-driven business. We saw firsthand how real estate could create stability for families and transformation for neighborhoods. Lola Capital Group combines disciplined investing, community-focused development, and deep local market knowledge to deliver strong returns while creating lasting impact. Rooted in faith, built on family, and driven by legacy, we are proud to offer our investors access to a fund that aligns purpose with profit

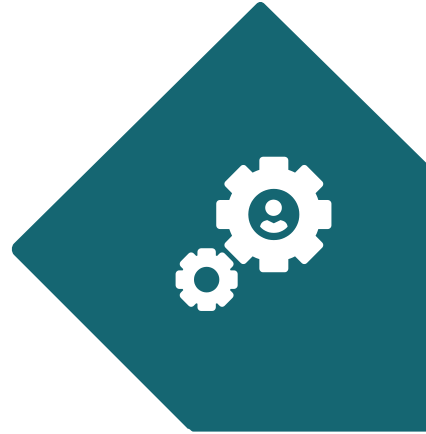


Our Company Goals – 2026

GOAL 1

Source High-Return Opportunities

Take advantage of undervalued areas by acquiring distressed properties, increasing ARV, and revitalizing entire neighborhoods.



GOAL 2

Secure Capital Through the Baltimore Flip Fund – raising \$5M in capital to cover 25 properties.



GOAL 3

Execute Efficient Renovations –

Our in-house project management team and experience construction team oversee scope, schedule, and budget.



GOAL 4

Sell & Recycle Capital

Each project targets a resale window post-construction, with profits returned or reinvested to accelerate momentum.



What is a Private Money Loan?



PML focused on the deal and can be funded by:

Private Individuals, Retirement Funds (401k, IRA, Savings)



Additional Insured to Building Policy

Security, Protection, Recourse



Produces Predictable Income Stream:

Rates Do Not Fluctuate, Straightforward Terms

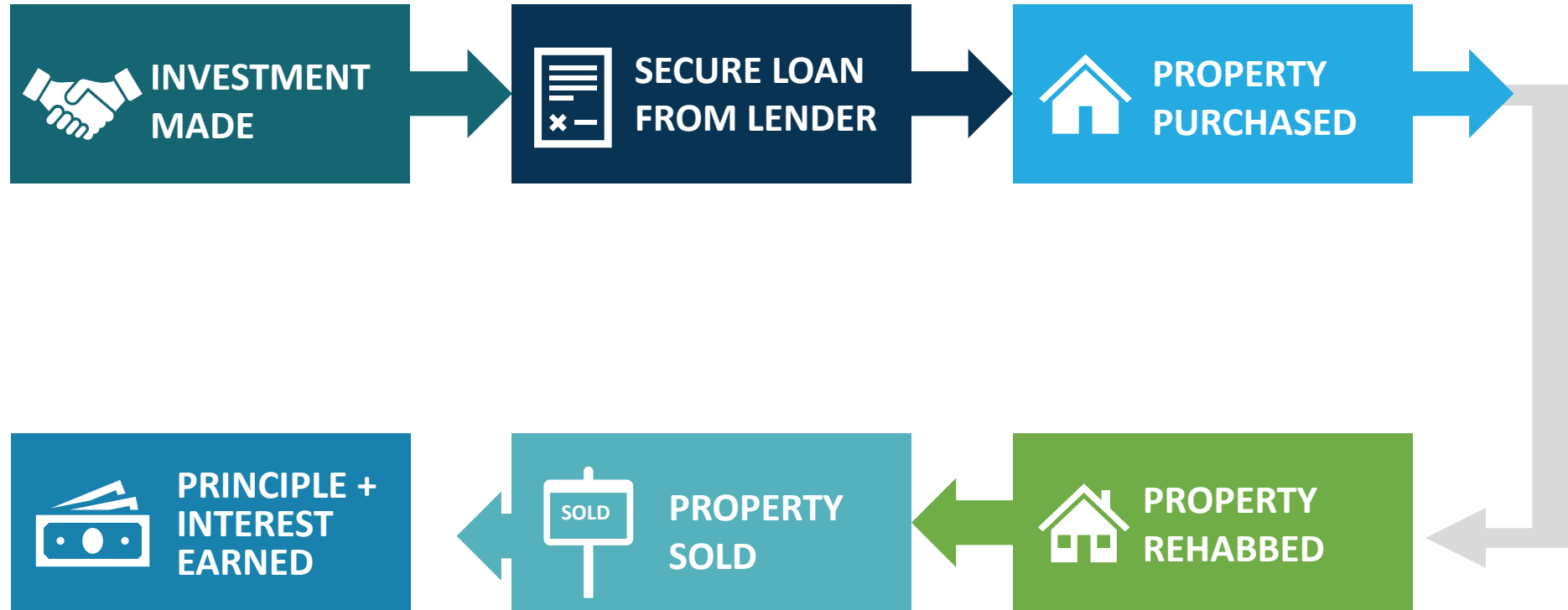


Why we Utilize Private Money in Our Business

- One of our competitive advantages is the fact that we can purchase properties QUICKLY! This is why we can buy properties at such a discount
- Banks are very time consuming to deal with and there is an opportunity cost to that time
- We can offer a great rate of return to our private money lenders and we benefit them as much as they benefit us



What is the Process?



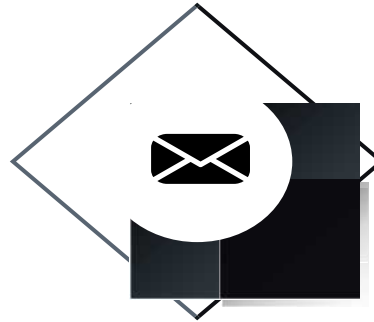
How We Buy Homes Below Market Value?

MARKETING!!



INTERNET

Facebook Business
Prop Stream Software
MLS



DIRECT MAIL

Back Taxes
Code Violations
Non-Owner
Occupied



OTHER

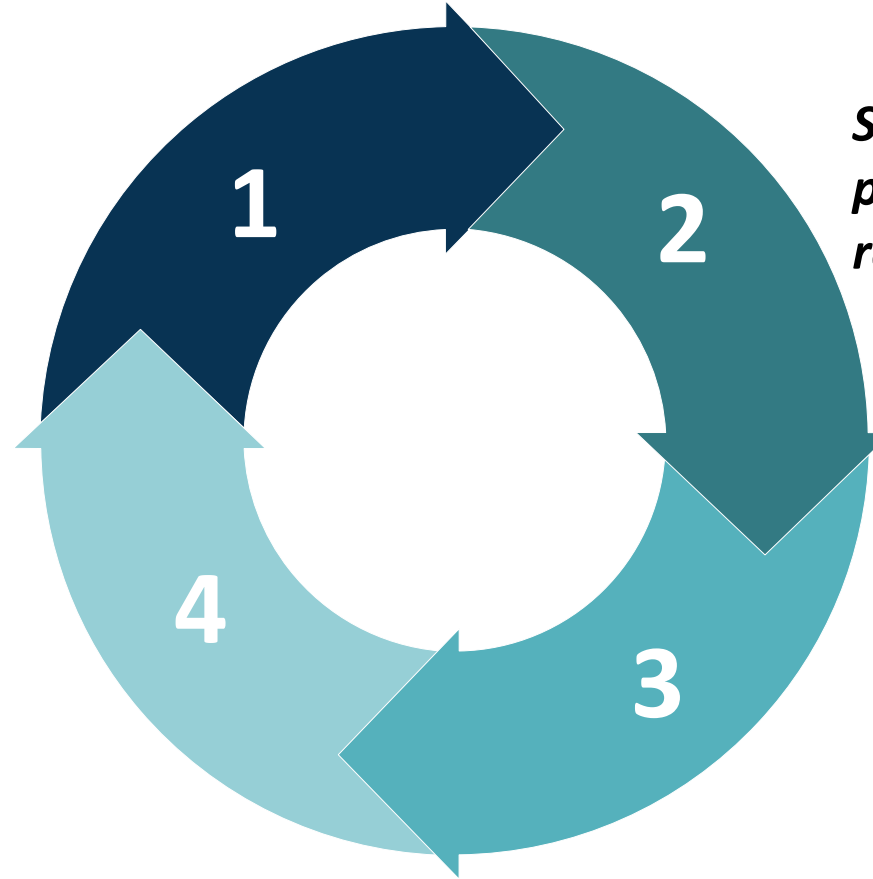
Driving 4 Dollars
Networking Events
Real Estate
Wholesalers
Auctions
House Banners



Our Business Model

Source Properties – Find undervalued homes in key markets.

Exit Strategy – Sell or refinance, then return capital.



Secure Capital – Raise private funding with fixed returns.

Renovate Homes – Transform properties with quality renovations.



Deal Experience - 1745 N. Milton – Fix n' Flip



Deal Experience – 1721 McCulloh – Buy & Hold – Three (3) Units



Deal Experience - 2818 Saint Vincent Ave – Fix n' Flip

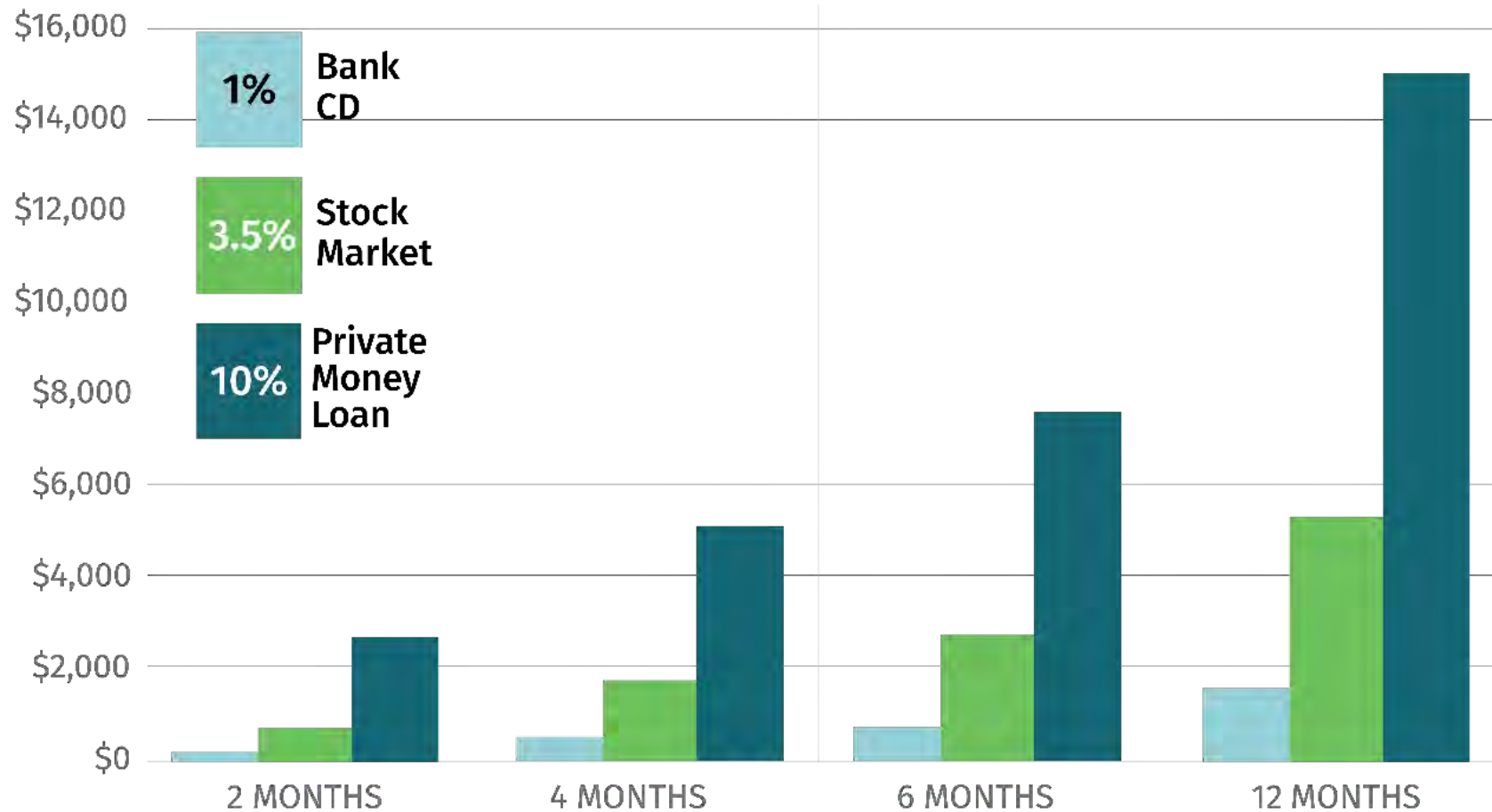


Deal Experience – 2023 McCulloh – Fix n' Hold – Three (3) Units



Private Lending VS Traditional Savings

Private Lending ROI vs. Traditional Savings
based on \$150,000 Investment



Why Private Lending Benefits You?

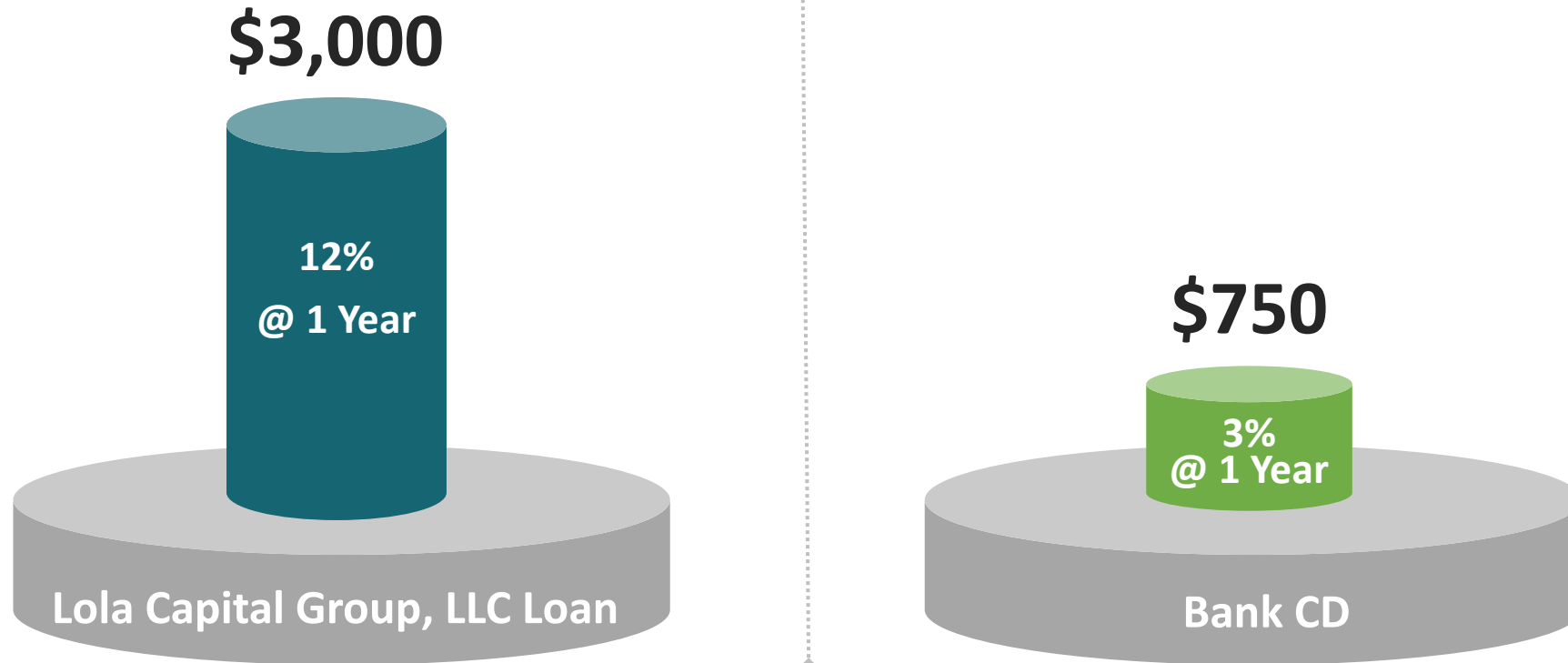
- Real estate mortgage provides you with security instruments you would not get with other investments
- Added layers of protection because of HOW we buy properties
- Predictable income stream because rates do not fluctuate
- Easy to understand and all loans have very straightforward terms



How Much Do I Need To Invest?

Our Investment Levels Start as Low as \$25k | *Can Increase Depending on Your Comfort Level*

Example Entry Level Loan at \$25K



Common Ways Lenders Invest

- Cash in the bank
- Home equity
- Personal & business credit lines
- Liquidated securities & investments
- Retirement accounts



You Can Invest With Most Retirement Plans

Retirement Accounts That Can Be Self-Directed

- 1 ROTH IRA
- 2 TRADITIONAL IRA
- 3 SEP IRA
- 4 SIMPLE IRA
- 5 401K SOLO
- 6 401K QUALIFIED PLAN
- 7 EDUCATIONAL SAVINGS ACCOUNT
- 8 HEALTH SAVINGS ACCOUNT

**Profits can be tax-free or tax-deferred when you invest with one of these vehicles.*



How You Are Protected?



Promissory Note



Hazard Insurance Policy



Lien Position



The Next Steps?

By now you know how our program works and how you can earn **12%** starting today. You have 3 options:

OPTION 01

Do nothing.
This just may not be for you at the time.
However, you can give us names of folks that you feel it would serve.

OPTION 02

Interested but would like to set up a one-on-one meeting to further discuss the details.

OPTION 03

Interested and would like to start as soon as possible.
Please call me when you have a project in place.



EXHIBIT C

BALTIMORE FLIP FUND LLC Promissory Note

BALTIMORE FLIP FUND LLC
PROMISSORY NOTE

Date: _____

FOR VALUE RECEIVED, Baltimore Flip Fund LLC ("Maker") promises to _____
("Holder") at _____, the principal sum of _____
Dollars (\$_____) with interest thereon on the unpaid principal balance at the rate of _____percent (
%) interest per annum as follows:

- 1. INSTALLMENT PAYMENTS:** Maker shall pay interest-only payments on the outstanding principal balance. The installment payments shall take place annually, payable within 15 days after the beginning of a calendar quarter starting on _____.
- 2. MATURITY DATE:** The entire balance of this Note, together with all interest accrued thereon, shall be due and payable in full on _____.
- 3. DEFAULT INTEREST:** If the Maturity Date or Installment Payment Date is more than fifteen (15) days late, any unpaid principal shall accrue interest at the rate of ____% per annum over the rate due under this Note.
- 4. ALLOCATION OF PAYMENTS:** Each payment shall be credited first to any late charge due, second to interest, and the remainder to the principal.
- 5. PREPAYMENT:** Maker may prepay all or part of the balance owed under this Note at any time without penalty.
- 6. CURRENCY:** All principal and interest payments shall be made in lawful money of the United States of America.
- 7. ATTORNEYS' FEES AND COSTS:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
- 8. WAIVER OF PRESENTMENTS:** Maker may, at Maker's option, waive presentment for payment, notice of dishonor, protest, and notice of protest.
- 9. NON-WAIVER:** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.
- 10. SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.

- 11. INTEGRATION:** There are no verbal or other agreements that modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
- 12. CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.
- 13. EXECUTION:** Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
- 14. BUSINESS PURPOSE:** Maker represents and warrants to Holder that the sums represented by this Note are being used for investment, business, and/or commercial purposes, and not for personal or non-business purposes.
- 15. DEFINITIONS:** The word Maker shall be construed interchangeably with the words Borrower or Payer, and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.
- 16. ADDITIONAL TERMS AND CONDITIONS:** Any accrued interest or interest payable must be paid out to the Holder. If Holder then decides to reinvest in additional Debt Units, it shall do so by filling out a new Subscription Agreement.
- 17. TRANSFERABILITY:** The Holder of this note cannot sell or transfer this Note.
- 18. RETURN OF NOTE TO MAKER:** This Note must be returned to the Maker at the Maker's address within 48 hours of full redemption of all Debt Units with accrued interest as agreed. If Holder fails to return this Note within the period agreed, it shall be null and void.
- 19. SECURITY:** This Note, and all similar Notes, shall be secured by a first-position lien or collateral assignment on one or more residential real estate properties acquired by the Company. If an investor's capital does not meet the threshold required for an individual first lien, the Fund reserves the right to (a) Pool multiple investors on a single mortgage or deed of trust, or (b) Subordinate the investor's interest to institutional financing (e.g., hard money loans) when necessary for project completion.

The Holder agrees that the secured interest shall benefit the entire class of similar Note Holders and shall not provide priority to any single Note Holder over another. The security interest created by this instrument does not take priority over any secured interest provided as part of a purchase money loan.

Baltimore Flip Fund LLC
By: Cornelius Weaver
Baltimore Flip Fund LLC's Manager
Dated:

DO NOT DESTROY THIS NOTE

Before issuing payment of the principal amount of this Note, this original Note must be surrendered for cancellation and payment. If not surrendered within 5 business days from issuing full payment of principal and accrued interest, it shall be null and void.

EXHIBIT D

BALTIMORE FLIP FUND LLC Debt Holder Representations

DEBT HOLDER REPRESENTATIONS

I. DEBT HOLDER SUITABILITY

Before investing, the Debt Holder agrees that it meets the Investor Suitability Requirements as stated in the Offering and Supporting Documents. The Debt Holder affirmatively states that it is an Accredited Investor. The Debt Holder agrees that the following statements are true and correct:

- a) Debt Holder is not an individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this potential purchase of securities, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC "Specially Designated Nationals and Blocked Persons") or otherwise.
- b) Neither Debt Holder nor any Person who owns a direct interest in Debt Holder (collectively, a "Debt Holder Party") is now nor shall be at any time until Closing a Person with whom a U.S. Person, including a United States Financial Institution as defined in 31 U.S.C. 5312, as periodically amended ("Financial Institution"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.
- c) Debt Holder has taken, and shall continue to take until Closing, such measures as are required by law to assure that the funds used to purchase Company's securities are derived (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated.
- d) Neither Debt Holder nor any Debt Holder Party, nor any Person providing funds to Debt Holder (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti Money Laundering Laws; (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws (as defined herein); or (iii) has had any of its funds seized or forfeited in any action under any Anti Money Laundering Laws. For purposes of this Agreement, the term "Anti-Money Laundering Laws" shall mean laws, regulations and sanctions, state and federal, criminal and civil, that (1) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (3) require identification and documentation of the parties with whom a Financial Institution conducts business; or (4) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations, and sanctions shall be deemed to include the USA

PATRIOT Act of 2001, Pub. L. No. 107-56 (the "Patriot Act"), the Bank Secrecy Act, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1, et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701, et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957. Debt Holder is in compliance with any and all applicable provisions of the Patriot Act.

The Debt Holder further agrees that the Company may require the Debt Holder to substantiate the truthfulness of the information with evidence, and the Debt Holder's inability to furnish information to the Company will likely result in this subscription's rejection. Further, the Debt Holder understands that it is under a continuing duty to update the Company should the veracity of any statements, attestations, or similar representations to the Company change, and the Debt Holder agrees to promptly furnish such updates.

II. REPRESENTATIONS AND WARRANTIES; OTHER COVENANTS

The Debt Holder makes the following representations, warranties, acknowledgments, and agreements in order to induce the Company to accept this subscription:

1. Capacity.

If a natural person, Debt Holder, is 21 years of age or older. If a corporation, limited liability company, partnership, trust or other entity, Debt Holder is duly organized and in good standing under its state of formation and is authorized, empowered, and qualified to execute this Subscription Agreement and to make an investment in the Company as contemplated herein; further, the individual signing on behalf of the entity is empowered to act on the entity's behalf. This Subscription Agreement is valid, binding, and enforceable against the Debt Holder in accordance with its terms.

2. Debt Holder Residence.

The Debt Holder, at all times since the Debt Holder received a copy of the Offering Memorandum, was, and is, if an individual, a bona fide resident of the state, and, if an entity, had, and has, its principal office and principal place of business in the state(s), set forth in Debt Holder's address below. If the state of Debt Holder's principal residence, or the state of its principal office or principal place of business, changes, or Debt Holder's address changes in any other respect, the Debt Holder will promptly notify the Company. If such change is to a state in which an offer and/or sale of Debt Units is prohibited by applicable law, any offer to sell Debt Units to Debt Holder shall be deemed retracted and Debt Holder shall cease to be entitled to purchase Debt Units pursuant to such offer. In making such representation and warranty, Debt Holder understands that: (a) if it is an individual, he or she is deemed to be a resident of the state of his or her principal residence; (b) if it is a corporation, limited liability company, partnership, trust, or other form of business organization, it is deemed to be a resident of the state where its principal office is located; and (c) notwithstanding the foregoing, if it is a corporation, limited liability company, partnership, trust, or other form of business organization which is organized for the specific purpose of acquiring Debt Units, it is deemed to be a resident of the state(s) of all of the beneficial owners of the undersigned.

3. Debt Holder Review of Offering Materials & Acknowledgment of Risks.

The Debt Holder has received, carefully read, and understands the Offering Materials, including the risk factors set forth therein, and has relied on nothing other than the Offering Materials in deciding whether to make an investment in the Company. In addition, the Debt Holder acknowledges, represents, and warrants that:

- a) it, or its representatives or agents, has, prior to its investment in the Company, reviewed the

representations concerning the Company contained in the Offering Materials, has made inquiry concerning the Company, its business and personnel, and is familiar with the proposed business of the Company;

- b) it understands the financial condition of the Company and the risks associated with an investment in the Company;
- c) it understands that Company makes absolutely no guarantees of any kind and understands that any statement that may seem like a guarantee is simply an estimate, approximation, or similar projection of a future outcome that cannot be accurately predicted at this moment;
- d) it understands that this investment has numerous risks, including the risk that the Debt Holder may not receive a return at all and could lose all of its initial investment;
- e) it has been given the opportunity to ask questions concerning the terms and conditions of the Offering and the Company, and such questions have been answered to the Debt Holder's satisfaction;
- f) all matters that the Debt Holder requests, relating to the Company and the Debt Holder's investment in the Debt Units have been explained to the Debt Holder to the Debt Holder's satisfaction, and the Debt Holder understands the speculative risks involved in its investment in the Company;
- g) no statement, printed material, or other information that is contrary to the information contained in the Offering Materials has been given or made by or on behalf of the Company to the Debt Holder; and
- h) Debt Holder has conducted its own due diligence, sought professional counsel, asked for additional information or clarifying questions from the Company, and is satisfied with the results of such pursuits.

4. Investor Suitability.

The Debt Holder is an Accredited Investor, as defined in Regulation D promulgated under the Act.

5. No Registration.

The Debt Holder understands that the Debt Units have not been, and are not anticipated to be, registered under the Act or Other Securities Laws, and are being offered and sold in reliance upon federal and state exemptions from registration requirements for transactions not involving any public offering. Debt Holder understands that reliance upon such exemptions is based in part upon the representations of the undersigned contained herein. The Debt Holder is acquiring the Debt Units for its own account and for the purposes of investment and not with a view to any distribution or resale thereof within the meaning of the Act and Other Securities Laws. The Debt Holder (1) possesses such knowledge and experience in business, investment, and financial matters as will enable it to evaluate the merits and risks of investment in the Company, (2) is able to bear the economic risk and lack of liquidity of an investment in the Company, and (3) is able to bear the risk of loss of its entire investment in the Company.

6. Restriction & No Market For Sale.

Debt Holder understands that (1) an investment in the Company involves certain risks, (2) the Debt Units will be subject to certain restrictions on transferability, and (3) as a result of the foregoing, the marketability of the Debt Units will be severely limited.

7. Debt Holder Understands & Acquiesces to Risks of Investment.

Debt Holder understands that: (1) the Company has no financial or operating history; (2) no federal, state, local or foreign agency has made any finding or determination as to the fairness of this investment; (3) it is not entitled to cancel, withdraw, terminate or revoke this subscription or any of the powers conferred herein; (4) the Company may accept this subscription in whole or in part; (5)

investment returns set forth in the Offering Materials or in any supplemental letters or materials thereto are simply estimates and not guarantees, and are not necessarily comparable to the returns, if any, which may be achieved on investments made by the Company; and (6) Debt Holder has read all Risk Factors in the Offering and Supporting Documents and knowingly proceeds forward despite those risk. Debt Holder further understands that the Company cannot predict all risks.

8. Veracity of Debt Holder Information.

All of the information set forth in the Debt Holder Questionnaire on Schedule B hereto (the "Debt Holder Questionnaire") is true and correct as of the date hereof.

- a) The Debt Holder understands that the Company will rely on the information concerning, and representations of, the Debt Holder set forth in this Subscription Agreement, including, without limitation, the Debt Holder Questionnaire, and any other document delivered to the Company by the Debt Holder in connection with the Offering (the "Debt Holder Information") in determining whether to accept Debt Holder's subscription.
- b) The Debt Holder Information does not contain any untrue statement of a material fact, nor does it omit a material fact necessary in order to make the Debt Holder Information not misleading.
- c) The Debt Holder understands that it is under a continuing duty to update the Company, in writing, should any of the Debt Holder's Information change.

III. INDEMNIFICATION

The Debt Holder shall indemnify, defend, and hold harmless the Company and its affiliates, agents, directors, officers, and employees from and against any and all loss, damage, liability, or expense, including attorneys' fees and court costs, which they or any of them may suffer, sustain or incur by reason of, or in connection with, any misrepresentation or breach of representation, warranty or agreement made by the Debt Holder under or in connection with this Subscription Agreement, or in connection with the sale or distribution by the Debt Holder of the Debt Units purchased by it pursuant to this Subscription Agreement in violation of the Act or Other Applicable Law.

///SIGNATURE PAGE FOLLOWS///

BALTIMORE FLIP FUND LLC
SIGNATURES AND INITIALS PAGE

(Debt Holder Initials)

- _____ I have read all of the Offering Materials in their entirety.
- _____ I have consulted with my professional advisors before making this investment, or if I have not, I make this investment on my own understanding and at my own peril.
- _____ I understand that this investment is not liquid, it is risky, and my principal may never be returned.
- _____ I understand that in making this investment, I will have little to no control over the Company, its operations, or even the selection of its management, and that I am not a member of the Company.
- _____ I understand that the Manager of the Company may engage in similar capacities on different deals that may be deemed to be in competition with this project.
- _____ I understand that my investment is restricted, meaning that I am investing without the intention to sell, and I may never be able to sell or transfer my interest.
- _____ I make this investment for my own purpose on my own account and not for the benefit of another.
- _____ I am not making this investment in violation of law, nor am I making this investment to support unlawful activity, conceal unlawful activity, or otherwise assist or aid any individual, group, or enterprise's unlawful activity.
- _____ I understand that I am not, and will not be, a Debt Unit Holder until I have fully executed all documents required by the Manager, made any and all payments required by the Company, and the Manager has duly executed all necessary documents for the Company to acknowledge and agree to my creditor position.
- _____ I understand that even if I submit all required documents and meet the Investor's suitability requirements, neither the Company nor its Manager is required to accept my investment.
- _____ I understand that if I have lied, misrepresented, or otherwise misled the Company, its promoters, Sponsors, Management, or any other Company agents in any way, whether intentional or otherwise, the Company has the right to immediately terminate my investment.
- _____ I understand that I am under a continuing duty to update any information that I have provided to the Company, and if my position changes, I may no longer be eligible for this investment, which would give the Company the right to immediately terminate my investment.

I subscribe to the number and Class of Debt Units as set forth below. This Subscription Agreement and the representations, warranties, acknowledgments, and covenants contained in this Subscription Agreement (i) shall be binding upon my heirs, executors, administrators, successors, and permitted assigns of the undersigned, (ii) may not be canceled, withdrawn, revoked, or terminated by the undersigned except as set forth herein, (iii) will be governed by and construed in accordance with the laws of the State of Maryland, with any lawsuit taking place there as well. I understand that I will be a creditor of the Company, but not a member of the Company.

Debt Holder: _____

SSN/EIN: _____

Holder ID: _____

Entity Type (if applicable): _____

Street Address: _____

Is this a retirement account?

☐ Yes ☐ No

City, State, Zip: _____

Email Address: _____

Debt Unit Class:

☐ Class A

☐ Class B

☐ Class C

☐ Class D

of Units: _____

of Units: _____

of Units: _____

Capital Contribution: _____
(\$5,000 per Unit)

DEBT HOLDER:

Debt Holder 1: _____

Debt Holder 2: _____
(if applicable)

Date _____

Date _____

///SCHEDULES TO FOLLOW///

EXHIBIT E

BALTIMORE FLIP FUND LLC Debt Holder Questionnaire

DEBT HOLDER QUESTIONNAIRE

This Debt Holder Questionnaire (the "Questionnaire") is being distributed to the investor/lender ("Debt Holder") by Baltimore Flip Fund LLC (the "Issuer"), to enable the Issuer to determine whether the Debt Holder is qualified to invest in Debt Holder Class Debt Units (the "Securities") of the Issuer.

To be qualified to invest in the Securities, the Debt Holder must either (i) be an "accredited investor" (as that term is defined in Rule 501(a) of Regulation D promulgated under Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act")), or (ii) have (and if applicable, its officers, employees, directors or equity owners have) either alone or with his, her or its purchaser representative or representatives, if any, such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the merits and risks of an investment in the Securities.

The Issuer will rely upon the accuracy and completeness of the information provided in this Debt Holder Questionnaire in establishing that the issuance of the Securities is exempt from the registration requirements of the Securities Act.

ACCORDINGLY, THE DEBT HOLDER IS OBLIGATED TO READ THIS QUESTIONNAIRE CAREFULLY AND TO ANSWER THE ITEMS CONTAINED HEREIN COMPLETELY AND ACCURATELY.

The Debt Holder understands that this Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of the Securities. The Debt Holder also understands that the Debt Holder may be required to furnish additional information. The term "Debt Holder" is being used for simplistic purposes, but one will not truly become a Debt Holder in the Issuer until it satisfies the Issuer that it meets the investor suitability requirements, and the Issuer affirmatively admits the Debt Holder as an investor.

PLEASE NOTE THE FOLLOWING INSTRUCTIONS BEFORE COMPLETING THIS DEBT HOLDER QUESTIONNAIRE.

Unless instructed otherwise, the Debt Holder should answer each question on the Questionnaire. If the answer to a particular question is "None" or "Not Applicable," please so state. If the Questionnaire does not provide sufficient space to answer a question, please attach a separate schedule to your executed Questionnaire that indicates which question is being answered thereon. Persons having questions concerning any of the information requested in this Questionnaire should consult with their purchaser representative or representatives, lawyer, accountant, or broker, or may contact the Issuer's Manager at the contact information contained in the Offering Materials.

One signed and dated copy of the Questionnaire should be returned to the Issuer's Manager, and the Investor should maintain a copy for its own records as well.

The Subscriber must be an Accredited Investor, which generally means you have income of more than \$200,000 annually (or \$300,000 if married), or a net worth of \$1,000,000 or more, excluding your primary residence. This Questionnaire helps us determine whether you fit the investor requirements.

PART I—FOR INDIVIDUALS

(Debt Holders that are entities, trusts, or other non-natural persons or individuals may proceed to Part II.)

1. Personal Data

Debt Holder Name:

(If more than one Debt Holder, input information of all subscribers)

Residence Address:

Mailing Address:

Mobile Phone:

Home Phone:

Email Address:

Date of Birth: _____

Country of Citizenship: _____

State of Residence: _____

Name of Professional Advisor
(If applicable): _____

Advisor Phone: _____

Advisor Email: _____

2. Accredited Investors

To determine "Accredited Investor" status for the purpose of the Issuer's offering, please indicate by initialing in the space provided if the statement applies to you, the Investor.

_____ **I am an Accredited Investor** (as defined in Rule 501 of Regulation D promulgated under the Securities Act) because I certify that (check all appropriate descriptions that apply):

- a. _____ I am a natural person whose individual net worth, or joint net worth with my spouse, excluding my personal residence, exceeds \$1,000,000.
- b. _____ I am a natural person who had individual income exceeding \$200,000 in each of the last two calendar years, and I have a reasonable expectation of reaching the same income level in the current calendar year.
- c. _____ I am a natural person who had joint income with my spouse exceeding \$300,000 in each of the last two calendar years, and I have a reasonable expectation of reaching the same income level in the current calendar year, as defined above.
- d. _____ I am a manager, director, executive officer, or general partner of the Issuer, or a director, executive officer, or general partner of a general partner of the Issuer who is a knowledgeable employee as defined by the SEC.

PART II—PURCHASERS WHO ARE NOT INDIVIDUALS

(Individuals can proceed to signature.)

1. General Information

Name of Entity: _____

Type of Entity: _____

Date and State of Organization: _____

Address of Principal Office: _____

Mailing Address: _____

How many Members, Shareholders, or similar parties are there? _____

Are you a reporting entity under the Securities Exchange Act of 1934, as amended?

_____ Yes _____ No

If you are not a reporting entity, please provide the following:

- a. The names and business experience of each of your officers and directors, partners, or other control persons for the past five years. If additional space is required to answer any question, please attach separate pages to the back of this Questionnaire and identify all questions answered in this fashion by their respective question numbers.
- b. The educational background of each of your officers and directors, partners, or other control persons, including the institutions attended, the dates of attendance, and the degrees obtained by each. If additional space is required to answer any question, please attach separate pages to the back of this Questionnaire and identify all questions answered in this fashion by their respective question numbers.

Please have the entity representative fill out the contact information below:

Entity Representative Name: _____

Representative Mailing Address: _____

Representative Phone: _____

Email Address: _____

Date of Birth: _____

Country of Citizenship: _____

2. Accredited Investor Status

Please check the appropriate description that applies to you:

- a. _____ An entity in which all of the equity owners are accredited investors and meet the criteria listed in Part I, Section 2 of this Questionnaire.
- b. _____ 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(a)(5)(A) of the Securities Act, whether acting in an individual or a fiduciary capacity.
- c. _____ A broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended.
- d. _____ An insurance company, as defined in Section 2(13) of the Securities Act.
- e. _____ An 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.
- f. _____ A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- g. _____ A 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 the plan has total assets in excess of \$5 million.
- h. _____ An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is being made by a plan fiduciary, as defined in Section 3(21) of such act, and the plan fiduciary is either a bank, an insurance company, or a registered investment adviser, or if the employee benefit plan has total assets in excess of \$5 million.
- i. _____ A private business development company, as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

- j. _____ A corporation, business trust, or partnership, or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that was not formed for the specific purpose of acquiring the Securities, and that has total assets in excess of \$5 million.
- k. _____ A trust with total assets in excess of \$5 million not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.

///

I certify under penalty of perjury under the laws of the United States that the preceding is true and correct. I will provide a signed statement from a financial professional who is intimately familiar with my financial status or a signed letter from a third-party verification company. I affirm that I am knowledgeable about the matters I have attested to, I have firsthand knowledge, and that I am authorized by the entity to sign below.

DEBT HOLDER 1

Signature: _____

Print Name: _____

Title:
(if applicable) _____

Date: _____

DEBT HOLDER 2

Signature: _____

Print Name: _____

Title:
(if applicable) _____

Date: _____

///SIGNATURE PAGE FOLLOWS///

EXHIBIT F

BALTIMORE FLIP FUND LLC NASAA State Securities Legends

[Click Here](#)

Please contact the Manager if there are
any issues with the link

EXHIBIT G

BALTIMORE FLIP FUND LLC Sample Accreditation Letter

THIRD-PARTY VERIFICATION LETTER

(The below is provided as a sample. Debt Holders are required to provide third-party verification of their Accredited investor status, but are not required to use this specific form so long as the form provided contains the same attestations and is signed by the verifier.)

///SAMPLE LETTER FOLLOWS///

THIRD PARTY ACCREDITED INVESTOR VERIFICATION LETTER

_____ (“Debt Holder”) has asked this firm to deliver to Baltimore Flip Fund LLC (the “Company”), pursuant to 17 CFR 230.505(c), this verification letter (the “Verification Letter”) to assist the Company in verifying whether Debt Holder is an “accredited investor” within the meaning of the Securities Act of 1933 and SEC regulation 17 CFR 230.501(a) (an “Accredited Investor”).

I confirm that I am authorized to sign this Verification Letter on behalf of my firm and that I am (check one):

____ A certified public accountant duly registered and in good standing under the laws of the place of my residence or principal office.

____ A licensed attorney in good standing under the laws of each jurisdiction in which I am admitted to practice law.

____ A broker-dealer registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934.

____ An investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940.

In providing this Verification Letter, we are relying without independent verification, on the accuracy and completeness of the Supporting Documents (defined below) and the Back-up Certificate, each as delivered to us by the Debt Holder. While we are not aware of any facts that would lead us to believe that either the Supporting Documents or the Back-up Certificate are incomplete or inaccurate, we make no affirmative representation as to their completeness or accuracy. Subject to the preceding paragraph, and based only on our review of the Supporting Documents and the Back-up Certificate, **we have taken reasonable steps to confirm that Debt Holder is an Accredited Investor** because Debt Holder (check at least one):

____ Had individual annual income in excess of \$200,000, or joint annual income together with its spouse in excess of \$300,000, in each of the two most recent years for which Debt Holder has filed U.S. federal income tax returns.

____ Has an individual net worth, or a joint net worth together with its spouse, in excess of \$1,000,000. For purposes of this Verification Letter, “net worth” means total assets (excluding the Debt Holder’s primary residence) at fair market value minus total liabilities. In calculating total liabilities, debt secured by the primary residence is included only to the extent that it (a) exceeds the fair market value of the residence or (b) was incurred during the last 60 days (unless incurred to acquire the residence).

In support of this Verification Letter, we have received from the Debt Holder and reviewed originals or copies of (the “Supporting Documents”) (check all that apply):

____ Form W-2’s filed by the Debt Holder and its spouse with the Internal Revenue Service for each of the two most recent years for which the Debt Holder has filed U.S. federal income tax returns.

____ Form 1040’s filed by the Debt Holder and its spouse with the Internal Revenue Service

for each of the two most recent years for which the Debt Holder has filed U.S. federal income tax returns.

___ Form 1099's filed by the Debt Holder and its spouse with the Internal Revenue Service for each of the two most recent years for which the Debt Holder has filed U.S. federal income tax returns.

___ Schedule K-1's to Form 1065 filed by the Debt Holder and its spouse with the Internal Revenue Service for each of the two most recent years for which the Debt Holder has filed U.S. federal income tax returns.

___ Bank statements, brokerage statements, and other statements of securities holdings, certificates of deposit, tax assessments, or appraisal reports issued by independent third parties to Debt Holder and its spouse, in each case dated within three months of the date below.

___ A consumer credit report for the Debt Holder and its spouse from at least one of the nationwide consumer reporting agencies, dated within three months of the date below.

___ Other documents filed by the Debt Holder and its spouse with the Internal Revenue Service (describe below):

___ Other documents (describe below):

We consent to the Company's reliance on this Verification Letter in connection with a potential investment by Debt Holder in an offering of the Company's securities (the "Offering"). However, we assume no liabilities or obligations in connection with the Company's determination of whether the Debt Holder is an Accredited Investor.

This Verification Letter speaks only as of the date below. We expressly disclaim any obligation to update the contents of this Verification Letter. We are delivering this Verification Letter to the Company in connection with the Offering. This Verification Letter may not be relied upon by the Company or by any other person for any purpose other than those stated in this letter.

Firm name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

///END OF SAMPLE VERIFICATION LETTER///