

**THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF
HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.**

Intelligent Fund Management LLC

WARRANT TO PURCHASE UNITS

This Warrant is issued to _____ (“**Holder**”) by Intelligent Fund Management LLC, a Texas limited liability company (the “**Company**”).

1. Purchase of Units. Subject to the terms and conditions hereinafter set forth, the Holder is entitled, upon surrender of this Warrant at the principal office of the Company (or at such other place as the Company shall notify the holder hereof in writing), to purchase from the Company up to _____ Units of the Company (each a “**Unit**” and collectively the “**Units**”) at an exercise price of \$7,500.00 per Unit, which is approximately equal to fifty percent (50%) of the price per Unit which the Company plans to offer to other third party investors under the Regulation D offering of the Company, anticipated to be made on or around May 1, 2017 (the “**Offering**”) (such price is herein referred to as the “**Exercise Price**”).

2. Exercise Period. This Warrant shall be exercisable, in whole or in part, during the term commencing on the issuance date of this Warrant and ending at 5 p.m. CDT on June 1, 2017 (the “**Exercise Period**”). If this Warrant is not exercised during the Exercise Period, this Warrant shall be canceled and without further legal effect.

3. Method of Exercise. While this Warrant remains outstanding and exercisable in accordance with Section 2 above, the Holder may exercise from time to time, in whole or in part, the purchase rights evidenced hereby. Such exercise shall be effected by:

(i) the surrender of the Warrant, together with completing the documentation required by the Company for the Offering, to the Manager of the Company at its principal offices; and

(ii) the payment to the Company of an amount equal to the aggregate Exercise Price for the number of Units being purchased; provided, however, that the Holder must invest a minimum of \$22,500.00 in the Offering (the “**Minimum Investment**”). Any attempt by Holder to exercise this Warrant with less than the Minimum Investment shall be void and this Warrant shall be canceled.

4. Warrant Not Transferable. This Warrant and the right to purchase Units evidenced hereunder is not transferable or assignable without the prior written consent of the Company.

5. Rights of Holder. This Warrant gives no rights to Holder other than the right to participate in the Offering as set forth above.

6. Governing Law. This Warrant and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Texas, without regard to the conflicts of law provisions of Texas or of any other state.

Intelligent Fund Management LLC

By: H. Edward Downs II

Its: Manager