

MASTER FUNDING AGREEMENT

This **MASTER FUNDING AGREEMENT** (this "Agreement") is executed on April 14, 2014 with an effective date as of January 1, 2014 (the "Effective Date"), by and between **AMERICAN HOUSING REIT INC.**, a Maryland corporation (successor by merger with OnTarget360 Group Inc., a Delaware corporation, the "Company"), and **HENG FAI ENTERPRISES, LTD.** (the "Investor").

RECITALS

WHEREAS, the Investor owns a majority of the shares of common stock of the Company;

WHEREAS, the Investor has advanced, prior to the Effective Date, and may advance, from time to time thereafter, funds to the Company on an interest-free basis (collectively, the "Loans") the proceeds of which were used or are to be used by the Company to acquire single family homes in accordance with the Company's business plan and for other general corporate purposes of the Company, including working capital purposes;

WHEREAS, as of the Effective Date, the outstanding principal balance of the Loans is \$7,255,649.48, of which (i) \$6,100,435.00 (the "Deployed Funds") has been applied by the Company to fund the acquisition of single family homes and for general corporate purposes of the Company and (ii) \$1,155,214.48 (the "Undeployed Funds") has yet to be utilized by the Company; and

WHEREAS, the Company and the Investor have agreed to enter into this Agreement pursuant to which the Loans from the Investor will be documented on the terms and subject to the conditions set forth herein.

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

1. **Loans**. Until the date on which this Agreement is terminated in accordance with Section 4, any Loan from the Investor to the Company (including the Loans made prior to the Effective Date) will be evidenced by an interest-free demand promissory note made by the Company payable to the order of the Investor in substantially the form attached hereto as Exhibit A (the "Master Note"). As of the Effective Date, the Undeployed Funds, and the Company's repayment obligations with respect thereto, are evidenced by the Master Note.

2. **Deployment**.

(a) The deployment by the Company of proceeds of the Loans for the acquisition of single family homes is in accordance with the business purposes of the Company. It is mutual the intention of the Company and the Investor that the Company will use the proceeds of the Loans for such purpose and for other general corporate purposes, including working capital purposes (collectively, each such use by the Company of such proceeds being referred to as a "Deployment").

(b) On each date of Deployment (each, a "Deployment Date") of any proceeds of the Loans (the "Deployed Proceeds"), the outstanding principal balance of the Master Note will be automatically, and without further action by the Company or the Investor, reduced on a dollar for dollar basis by the amount of such Deployed Proceeds. Thereafter, one half of the amount of such Deployed Proceeds will be evidenced by a convertible demand promissory note dated as of the applicable Deployment Date made by the Company payable to the order of the Investor in substantially the form attached hereto as Exhibit B (the "Convertible Note") and one half of the amount of such Deployed Proceeds will be deemed to be a contribution to the capital of the Company, with respect to which the Company agrees to promptly issue its common stock (the "Shares") in exchange therefor at a conversion price equal to \$0.08105.

(c) As of the Effective Date:

(i) one half of the amount of the Deployed Funds, and the Company's repayment obligations with respect thereto, are evidenced by that certain Convertible Note executed on April 10, 2014 with an effective date as of the Effective Date, in an original principal amount equal to \$3,050,217.50; and

(ii) one half of the amount of the Deployed Funds have been converted into 37,633,775 Shares standing in the name of the Investor.

3. **Representations and Warranties.**

(a) The Investor represents and warrants to the Company on the Effective Date and on each Deployment Date that:

(i) it is validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation;

(ii) it has full power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder;

(iii) the making and performance by it of this Agreement have been duly authorized by all necessary action and will not violate any provisions of applicable law or regulation, any provision of its constituent documents or any order of any court or regulatory body, and will not result in the breach of, or constitute a default or require any consent under, any agreement, instrument or document to which it is a party or by which it or any of its property may be bound or affected;

(iv) all authorizations, consents, approvals and licenses of, and filings and registrations with, any governmental authority required under applicable law or regulations for it to make and perform this Agreement have been obtained and are in full force and effect;

(v) this Agreement constitutes a legal, valid and binding obligation of the Investor, enforceable against it in accordance with its terms;

(vi) it is an "accredited investor" as that term is defined in the Securities Act of 1933, as amended (the "Securities Act") and rules and regulations promulgated pursuant thereto;

(vii) it is a "qualified eligible person" as defined in CFTC Regulation 4.7(a), or any successor rule or regulation promulgated by the U.S. Commodity Futures Trading Commission;

(viii) it is acquiring the Shares, the Master Note and each Convertible Note (collectively, the "Securities") for investment and not with a view toward any resale or distribution thereof except in compliance with the Securities Act; it acknowledges that the Securities have not been registered pursuant to the Securities Act and may not be directly or indirectly transferred, sold, assigned or otherwise disposed of in the absence of such registration or an exemption therefrom under the Securities Act; and it has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the risks of its investment in the Securities and is capable of bearing the economic risks of the transactions contemplated by this Agreement; and

(ix) it is an informed and sophisticated participant in the transactions contemplated hereby and has undertaken such investigation, and has been provided with and has evaluated such documents and information, as it has deemed necessary in connection with the execution, delivery and performance of this Agreement and the investment in the Company; it acknowledges that it is relying on its own investigation and analysis in entering into the transactions contemplated hereby, including making the Loans and acquiring the Securities, and has consulted its own legal, tax, financial and accounting advisors to determine the merits and risks thereof.

(b) The Company represents and warrants to the Investor on the Effective Date and on each Deployment Date that:

(i) it is validly existing and in good standing under the laws of the jurisdiction of its incorporation;

(ii) it has full power, authority and legal right to execute and deliver this Agreement, the Master Note and each Convertible Note and to perform its obligations hereunder;

(iii) the making and performance by it of this Agreement, the Master Note and each Convertible Note have been duly authorized by all necessary action and will not violate any provisions of applicable law or regulation, any provision of its constituent documents or any order of any court or regulatory body, and will not result in the breach of, or constitute a default or require any consent under, any agreement, instrument or document to which it is a party or by which it or any of its property may be bound or affected;

(iv) all authorizations, consents, approvals and licenses of, and filings and registrations with, any governmental authority required under applicable law or regulations for it to make and perform this Agreement, the Master Note and each Convertible Note have been obtained and are in full force and effect; and

(v) this Agreement, the Master Note and each Convertible Note constitutes a legal, valid and binding obligation of the Investor, enforceable against it in accordance with its terms.

4. **Termination.** This Agreement may be terminated mutually by the Company and the Investor upon execution of a written instrument executed by the Company and the Investor. Either the Company or the Investor may elect to terminate this Agreement upon at least thirty days' prior written notice to the other party, unless waived by the other party. Upon any such termination of this Agreement in accordance with this Section 4, no further Loans shall be evidenced by the Master Note and the rights and obligations of the Company and the Investor under this Agreement shall terminate in full but the rights and obligations of the Company and the Investor under the Master Note and the Convertible Note shall continue in full force and effect and shall remain unaffected by any termination under this Section 4.

5. **Miscellaneous.**

(a) **Assignment.** The rights and obligations of the Company and the Investor shall be binding upon and inure to the benefit of the permitted successors, assigns and transferees of the parties hereto, provided that no transfer or assignment by either the Company or the Investor shall be effective without the consent of the other party (which consent may be withheld in the sole and absolute discretion).

(b) **Amendment.** No amendment or waiver of any provision of this Agreement, or consent to any departure by either party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Company and the Investor, and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(c) **Waiver.** No waiver of any obligation of either party under this Agreement shall be effective unless it is in a writing signed by the Company and the Investor. A waiver by either party of any right or remedy under this Agreement on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time.

(d) **Notices.** All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, facsimile, electronic mail, courier service or personal delivery to

Conn Flanigan
American Housing REIT Inc,
1601 Blake Street, Suite 310
Denver, CO 80202

and

Frankie Wong
Heng Fai Enterprises Ltd.
24/F Wyndham Place
40-44 Wyndham Street
Central Hong Kong

(e) **Governing Law; Venue.** This Agreement is delivered in and shall be enforceable in accordance with the laws of the State of Maryland (other than its conflict of laws principles) and shall be construed in accordance therewith. THE COMPANY AND THE INVESTOR EACH SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF MARYLAND, IN CONNECTION WITH ANY ACTION OR OTHER PROCEEDING RELATED TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE COMPANY AND THE INVESTOR EACH IRREVOCABLY WAIVES AND AGREES NOT TO MAKE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OF ANY SUCH COURT OR TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. The Company and the Investor each hereby waives, to the fullest extent permitted by law, any right to stay or dismiss any action or proceeding under or in connection with this Agreement brought before the foregoing courts on the basis of (i) any claim that such party is not personally subject to the jurisdiction of the above-named courts for any reason, or that it or any of its property is immune from the above-described legal process, (ii) that such action or proceeding is brought in an inconvenient forum, that venue for the action or proceeding is improper or that this Agreement may not be enforced by such courts, or (iii) any other defense that would hinder the levy, execution or collection of any amount to which any party is entitled pursuant to any final judgment of any court having jurisdiction.

(f) **Severability.** In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, such provision(s) only shall be deemed null and void and shall not affect any other provision of this Agreement and the remaining provisions of this Agreement shall remain operative and in full force and effect and in no way shall be affected, prejudiced or disturbed thereby.

(g) **No Personal Liability; No Joint Venture.** Neither the officers or the directors of the Company or the Investor, nor any person executing this Agreement on behalf of the Company or the Investor, shall be liable personally or be subject to any personal liability or accountability with respect to the obligations of the Company or the Investor under this Agreement by reason of the execution of this Agreement. Nothing contained in this Agreement shall be deemed or construed to have the effect of creating between the Company and the Investor the relationship of principal or agent, or of a partnership or a joint venture.

(h) **WAIVER OF JURY TRIAL.** THE COMPANY AND THE INVESTOR EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). THE COMPANY AND THE INVESTOR EACH CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE INVESTOR OR THE COMPANY HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

(i) **Headings.** The headings contained in this Agreement are solely for the convenience of the Company and the Investor and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

(j) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument. Delivery of a signature page of this Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above but with an effective date as of the Effective Date.

LEGAL ADDRESSES AND BANKING DETAILS OF THE PARTIES

_____	_____
_____	_____
_____	_____
_____	_____