

## EXHIBIT B: SUBSCRIPTION INSTRUCTIONS AND AGREEMENT

### SUBSCRIPTION INSTRUCTIONS

These instructions are being delivered to you together with the private offering memorandum of PPR Opportunity Fund 1 – Clean Cars Equity, LLC, a Wyoming limited liability company (the “**Company**”), dated March 21, 2024, together with all its other exhibits (the “**Memorandum**”). Please carefully follow these instructions. Failure to comply with these instructions may result in your subscription not being accepted by the Company. After you have completed and executed the necessary documents described below, ***please return the completed documents to the Company.*** The Company will return a copy of your Subscription Agreement if your subscription is accepted together with payment instructions directing you where to send in your payment for the subscription. ***The Company will not sell any securities to any person who has not thoroughly completed the subscription process as outlined herein.***

- Execute and deliver to the Company the subscription agreement that follows this page (the “**Subscription Agreement**”), selecting the applicable signature page for you, the “subscriber”;
- Execute and deliver to the Company the limited liability company operating agreement (referred to in the Memorandum as the “**Company Agreement**”) and attached to such Memorandum as Exhibit C.
- Execute and deliver to the Company the Taxpayer Identification and Certification for the “subscriber”, attached to the Memorandum as Exhibit E.
- Complete the Privacy Notice to the Memorandum as Exhibit F.
- Complete an accredited investor verification process involving Verify Investor, LLC (or such other vendor that the Company shall engage) as described on Exhibit D to the Memorandum.
- Provide beneficial ownership supporting documentation (if applicable).
- Receive confirmation of subscription acceptance (conditional on full payment therefor) together with wiring instructions, a form of which Company acceptance is annexed to the Subscription Agreement (the “**Company Acceptance**”).
- Pay the Subscription Payment (as defined in the Subscription Agreement), in accordance with the payment instructions provided in the Company Acceptance.

Investors who invest through legal entities must disclose all beneficial owners prior to investment in order for the Company to make the appropriate assessment to ensure regulatory compliance and it has no more than 100 investors, including beneficial owners of any subscriber.

The purpose of the Subscription Agreement and investor verification process is to provide the Company with sufficient information that the Company may determine, in accordance with Section 4(a)(2) and/or Regulation D, promulgated under the Securities Act of 1933, as amended, and with similar exemptions under applicable state laws, each subscriber’s suitability to invest in the Company.

In addition, each member of a limited or general partnership or limited liability company may be asked to provide independent verification of accredited investor status as part of the accredited investor verification process. ***All sensitive information provided in the accredited investor verification process will be considered confidential; however, the Company may present the Subscription Agreement to such parties as it deems appropriate in order to assure itself that the offer and sale of the securities will not result in a violation of the registration provisions of the 1933 Act or a violation of the securities laws of any state. Please also read the Privacy***

***Notice carefully as this outlines the Company policies generally regarding information it receives from the subscriber and beneficial owners thereof.***

Please carefully review the Subscription Agreement because they contain statements, representations, and warranties to be made by you, the subscriber, and the Company will be relying on such statements, representations, and warranties in accepting your subscription.

Before subscribing to the Subscription Agreement, the Subscriber should check the Office of Foreign Assets Control ("OFAC") website at [treas.gov/ofac](https://treas.gov/ofac) with respect to federal regulations and executive orders administered by OFAC which prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities, and individuals which are listed on the OFAC website. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth below. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations.

If, after your review, you wish to purchase Units in the Company, please complete the above process. If you have any questions with respect to the Subscription Agreement or the investor verification process generally, please contact the Company at [investor\\_relations@pprcapitalmgmt.com](mailto:investor_relations@pprcapitalmgmt.com) or by telephone at 877-395-1290.

\*\*\*\*\*SUBSCRIPTION AGREEMENT FOLLOWS\*\*\*\*\*

REVIEW ONLY

## PPR OPPORTUNITY FUND 1 – CLEAN CARS EQUITY, LLC

### SUBSCRIPTION AGREEMENT

This Subscription Agreement (this “**Agreement**”) pertains to the offering by PPR Opportunity Fund 1 – Clean Cars Equity, LLC, a Wyoming limited liability company (the “**Company**”), of Class A Units, Class B Units, Class C Units and Class D Units for an aggregate offering of up to Twenty Million Dollars (\$20,000,000). The minimum subscription that the Company will accept from any purchaser is a capital contribution of One Hundred Thousand Dollars (\$100,000) for Class A Units, Five Hundred Thousand Dollars (\$500,000) for Class B Units and One Million Dollars for either Class C Units or Class D Units, which Class D Units are only being offered to Pinnacle Asset Mgt, LLC, an affiliate of the Real Asset Investor. The Company is making this offering subject to the terms and conditions described in this Agreement to “accredited investors,” as defined under Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the “**Securities Act**”).

2. *Subscription.* The undersigned (the “**Subscriber**”), intending to be legally bound, hereby subscribes to # \_\_\_\_\_ Class \_\_\_\_\_ Units (“**Units**”) of **PPR Opportunity Fund 1 – Clean Cars Equity, LLC**, a Wyoming limited liability company (the “**Company**”) as further set forth on the applicable signature page hereof.

3. *Acceptance.* Upon acceptance by the Company, the Company shall deliver its signature page hereof, together with payment instructions. *See the Company signature page annexed below.* Upon acceptance by the Company, Subscriber hereby agrees to tender payment in U.S. dollars in the amount of \_\_\_\_\_ (\$1 for each Unit subscribed, the “**Subscription Payment**”) payable to the Company in accordance with the payment instructions delivered upon such acceptance. Payment of the Subscription Amount to the Company following Company acceptance in accordance with this Agreement shall consummate the sale of the Units to the Company (the “**Closing**”).

4. *Representations and Warranties.* Upon Closing, Subscriber hereby acknowledges, represents and warrants to, and agrees with, the Company as follows:

(a) The Subscriber is in receipt of the private offering memorandum of the Company dated March 21, 2024, including all of its exhibits thereto (collectively, the “**Memorandum**”) and has fully reviewed the Memorandum and hereby makes the representations and warranties set forth in the Memorandum as if they were set forth in this Agreement;

(b) The Company may reject the subscription in whole or in part for any reason, even following the Closing and if a subscription or part thereof is rejected, the applicable portion of the Subscription Payment, if any, will be returned to the Subscriber;

(c) The Units are being sold by the Company, without registration under the Securities Act of 1933, as amended (the “**1933 Act**”), and state securities laws in reliance on the exemptions from registration set forth in section 4(a)(2) of the 1933 Act, that the Company will not be obligated in the future to register any of the Units under the 1933 Act or the Securities Exchange Act of 1934, as amended, or under any state securities laws, or to provide the information necessary to facilitate a public disposition of any of the Units and that the Company has not been registered as an investment company under the Investment Company Act of 1940 in reliance upon an exemption from registration;

(d) The Subscriber is not a participant-directed defined contribution plan or if a participant-directed defined contribution plan, Subscriber has received any requisite consents from any trustee in connection with the purchase of the Units and has fully reviewed the risk

factor related to the risk of UBTI entitled “*Tax-Exempt Investors May Have Unrelated Business Taxable Income (“UBTI”)*”;

(e) The Units are being acquired by the Subscriber for his or her own account for long-term investment and not with a view to the distribution thereof, and with no present intention of selling or otherwise disposing of the Units or any part thereof and the Subscriber has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness, or commitment providing for or which is likely to compel a disposition of the Units in any manner;

(f) The Subscriber is an “accredited investor” as such term is defined in Rule 501 of Regulation D promulgated under the 1933 Act, as verified by the accredited investor verification process of the Company;

(g) The Subscriber has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment in the Company; the Subscriber has received and reviewed all information requested of the Company and, based on such review, understands, and has evaluated the merits and risks of the prospective investment in the Company and has decided to purchase the Units;

(h) The Subscriber can bear the economic risk of the investment in the Company and understands that he, she, or it may continue to bear the economic risk of the investment in the Company for an indefinite period of time;

(i) The Subscriber recognizes that the Company is newly formed and that any investment in the Company involves substantial risk, and the Subscriber has evaluated and fully understands all risks in the Subscriber’s decision to subscribe to the Units hereunder, including, but not limited to, the section entitled “*Risk Factors*” discussed in the Memorandum;

(j) The Company has given the Subscriber the opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Units; and to obtain additional information, reasonably available to the Company and any persons acting on the Company’s behalf, necessary to verify the accuracy of any information provided to the Subscriber; the Subscriber has received all of the information he/she/it has requested to the extent that such information is reasonably available to the Company; and the Subscriber requires no additional information to evaluate fully the merits and risks of a prospective investment in the Company;

(k) The Subscriber shall be solely responsible for complying with the payment instructions set forth in this Agreement in connection with payment of the Subscription Payment, as provided in the Company acceptance annexed hereto, and neither the Company nor any of its agents shall be responsible for mistaken or misdirected payments of the Subscription Payment by Subscriber;

(l) The Subscriber understands that the Company is relying on the representations, warranties, acknowledgments and agreements of the Subscriber contained in this Agreement, including, without limitation, the accuracy thereof, in connection with the sale of the Units to Subscriber and that the Units would not be sold to Subscriber if any part of the representations, warranties, acknowledgments and agreements of the Subscriber contained in this Agreement were untrue;

(m) All of the written information pertaining to the Subscriber which the Subscriber has heretofore furnished to the Company, and all information pertaining to the Subscriber which is set forth in this Agreement, is correct and complete as of the date hereof and, if there should be any material change in such information hereafter prior to the Closing, the Subscriber shall promptly furnish such revised or corrected information to the Company prior to such Closing;

(n) The Subscriber has relied on his, her, or its own legal counsel to the extent he or she has deemed necessary as to all legal matters and questions presented with reference to the offering and sale of the Units;

(o) The Subscriber has relied on his, her, or its own accountant or other financial advisor and/or his or her own financial experience as to all financial matters and questions presented with reference to the purchase of the Units;

(p) The Subscriber has relied on his, her, or its own analysis and evaluation of the Company, its services, and the market in which the Company intends to operate (or the analysis and evaluation of Subscriber's professional advisors with respect to the same);

(q) In acquiring the Units, neither the undersigned Subscriber nor any of his/her/its purchaser representatives or advisor(s), if applicable, has relied on any additional information not explicitly included in the Memorandum (inclusive of all exhibits thereto), including, without limitation, any oral or written representations or information;

(r) If the Subscriber is an entity, such Subscriber is a corporation, partnership or other entity duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has the requisite corporate power to own its assets and to carry on its business;

(s) The Subscriber has the requisite power and authority to enter into and perform this Agreement and to purchase the Units being sold to it hereunder; the execution, delivery and performance of this Agreement by the Subscriber and the consummation by it of the transaction contemplated hereby has been duly authorized by all necessary corporate or partnership action, and no further consent or authorization of the Subscriber or its board of directors, stockholders, partners, members, as the case may be, is required as necessary; this Agreement and other agreements delivered together with this Agreement or in connection herewith have been duly authorized, executed and delivered by the Subscriber and constitutes, or shall constitute when executed and delivered, valid and binding agreements enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity; and the Subscriber has full corporate power and authority necessary to enter into this Agreement and such other agreements and to perform its obligations hereunder and under all other agreements entered into by the Subscriber relating hereto;

(t) In the event Subscriber is an entity, the execution, delivery and performance of this Agreement and the consummation by the Subscriber of the transactions contemplated hereby or relating hereto do not and will not (i) result in a violation of the Subscriber's charter documents or bylaws or other organizational documents or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of any agreement, indenture or instrument or obligation to which the Subscriber is a party or by which its properties or assets are bound, or result in a violation of any law, rule, or regulation, or any order, judgment or decree of any court or governmental agency applicable to the Subscriber or its



properties (except for such conflicts, defaults and violations as would not, individually or in the aggregate, have a material adverse effect on the Subscriber), and the Subscriber is not required to obtain any consent, authorization, or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under this Agreement or to purchase the Units in accordance with the terms hereof;

(u) The Subscriber understands that no United States federal or state agency or any other governmental or state agency has passed on or made recommendations or endorsement of the Securities or the suitability of the investment in the securities nor have such authorities passed upon or endorsed the merits of the offering of the securities;

(v) The Subscriber understands and hereby acknowledges and agrees that all of the information appearing herein and otherwise provided to the Subscriber in connection with the purchase of the Units made hereby is confidential and that the Subscriber and the Subscriber's representatives and agents may not disclose such information to any person that is not a party to the transactions contemplated hereby;

(w) Kelley Clarke PC, has been engaged by the Company and the Manager to represent them in connection with the organization of the Company and this offering of the Units, that no separate counsel has been engaged by the Company or the Manager to independently represent the Investor Members, including the Subscriber, in connection with the formation of the Company, or the offering of the Units, that in advising the Company and the Manager with respect to the preparation of this Memorandum, Kelley Clarke PC has relied upon information that has been furnished to it by the Company, the Manager, and their affiliates, in preparation of this Memorandum;

(x) There may be situations in which there is a "conflict" between the interests of the Company, the Manager, or certain Members such as ZP Holdings, LLC or Pinnacle Asset Mgt, LLC, and, in these situations, while the Manager may seek advice from counsel to determine the appropriate resolution thereof, in general, independent counsel will not be retained to represent the interests of the Investor Members;

(y) The amounts invested by the Subscriber in the Company were not and are not directly or indirectly derived from activities that contravene federal, state, or international laws and regulations, including anti-money laundering laws and regulations, federal regulations and executive orders administered by OFAC that involve, among other things, the engagement in transactions with, and the provision of services to, restricted foreign countries, territories, entities, and individuals;

(z) None of: (1) the Subscriber, (2) any person controlling or controlled by the Subscriber, (3) any person having a beneficial interest in the Subscriber (if the Subscriber is a privately-held entity), or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment, in each case, is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC programs;

(aa) Pursuant to applicable law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account of Subscriber, in compliance with applicable governmental regulations;

(bb) The Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any of the Company's service providers;

(cc) To the best of Subscriber's knowledge, none of: (1) the Subscriber, (2) any person controlling or controlled by the Subscriber, (3) any person having a beneficial interest in the Subscriber (if the Subscriber is a privately-held entity), or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment, in each case, is a senior foreign political figure<sup>1</sup>, or any immediate family member<sup>2</sup> or close associate<sup>3</sup> of a senior foreign political figure; and

(dd) In the event of rejection of this subscription in whole (but not in part), or if the sale of the Units subscribed for by the Subscriber is not consummated by the Company for any reason (in which event this Agreement shall be deemed to be rejected), this Agreement and any other agreement entered into between the Subscriber and the Company relating to this subscription shall thereafter have no force or effect and the Company shall promptly cause to be returned to the Subscriber the Subscription Payment remitted by the Subscriber, without interest thereon or deduction therefrom and if this subscription is accepted in part, the Company shall promptly cause to be returned to the Subscriber that portion of the Subscription Payment remitted by the Subscriber which represents payment for the Units for which this subscription was not accepted, without interest thereon or deduction therefrom.

5. *Indemnification.* The undersigned Subscriber agrees to indemnify and hold harmless the Company and the officers and directors thereof and each other person, if any, who controls the Company, within the meaning of Section 15 of the Securities Act, or is agents or contractors for the Company, including its administrator, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representations or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned Subscriber to the Company in connection with this transaction.

6. *Additional Information.* The undersigned hereby acknowledges and agrees that the Company may make or cause to be made such further inquiry and obtain such additional information as it may deem appropriate in connection with its decision to accept the undersigned's subscription hereunder.

7. *Binding Effect.* The undersigned hereby acknowledges and agrees that, except as provided under applicable state securities laws, the subscription hereunder is irrevocable, that the undersigned is not entitled to cancel, terminate or revoke this Agreement or any agreements of the undersigned hereunder and that this Agreement and such other agreements shall survive the death

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<sup>1</sup> A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

<sup>2</sup> An "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

<sup>3</sup> A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

or disability of the undersigned and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns. If the undersigned is more than one person, the obligations of the undersigned hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his/her/its heirs, executors, administrators, successors, legal representatives and assigns.

8. *Governing Law.* All issues and questions concerning the construction, validity and interpretation of this Agreement and all matters pertaining hereto shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to any choice of law or conflict of law rules or provisions (whether of the State of Wyoming or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wyoming.

9. *Severability.* The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, or subsection or subsections had not been inserted.

10. *Consent.* The Subscriber consents to the Company's providing the Investor's annual Schedule K-1s in electronic format in accordance with Rev. Proc. 2012-17, I.R.B. 2012-10 (February 13, 2012). This Consent shall become effective upon the Investor's accessing, via email, its Schedule K-1 in an electronic format.

11. *Disclosure Regarding Foreign Persons.* If the Subscriber is not a United Person as defined below, the Manager is required to withhold a certain portion of the taxable income and gain allocated or distributed to each Subscriber unless the Subscriber provides documentation confirming that such Subscriber is not subject to withholding, or is subject to a reduced rate of withholding. Subscriber should consult with a tax advisor concerning the application of the U.S. withholding rules to such Subscriber. The type of documentation required by the Subscriber is a function of whether the Subscriber is a Foreign Person or a United States person<sup>4</sup>. "**Foreign Persons**" include nonresident aliens, foreign corporations, foreign partnerships, foreign trusts, or foreign estates (as each of those terms is defined in the Code and Treasury Regulations). In the case of entities that are disregarded for purposes of U.S. tax law (e.g., fiscally transparent entities with a single owner that have not elected to be taxed as a corporation for U.S. tax purposes), such entities are treated as United States Persons or Foreign Persons depending on the residence and status of their owners, rather than on where the disregarded entities are organized. Thus, an Investor that is a U.S. disregarded entity with a foreign owner will generally be treated as a Foreign Person and should complete and submit the appropriate Form W-8 (available upon request) based on the owner's status. A Subscriber that is a foreign disregarded entity with a U.S. owner will generally be treated as a United States Person and should complete and submit Form W-9.

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<sup>4</sup> "**United States Person**" shall mean an individual who is a citizen of the United States or a resident alien for U.S. federal income tax purposes; a corporation, an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United States or any state or political subdivision thereof or therein (including the District of Columbia); an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or a trust if (i) a court within the United States is able to exercise primary supervision over its administration and one or more United States persons have the authority to control all of its substantial decisions or (ii) such trust was in existence on August 20, 1996 and was treated as a domestic trust on August 19, 1996 and such trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States Person.



12. *Disclosure Regarding FATCA.* Please note, pursuant to the requirements of Sections 1471-1474 of the Code (the “FATCA”) the Company will generally be required to impose a 30% withholding tax on payments made by the Company to a Member that is either a foreign financial institution (an “FFI”) as defined in Section 1471(d)(4) of the Code or a non-financial foreign entity (an “NFFE”) as defined in Section 1472(d) of the Code. To avoid this withholding tax, the Company will require that all Members (a) establish with the Manager, by providing all information that the Manager may reasonably request, that they are neither an FFI nor a NFFE, (b) if they are an FFI, establish with the Manager that they have entered into, and are maintaining, an FFI Agreement in compliance with Section 1471(b)(1) of the Code, or are otherwise exempt from the withholding requirements of Section 1471 of the Code, and (c) if they are an NFFE, certify that they have no “substantial United States owners,” disclose all information that the Company is required to obtain pursuant to the FATCA regarding such substantial United States owners or adequately show that they are otherwise exempt from the withholding requirements of Section 1472 of the Code. Substantial United States owners are, generally, U.S. persons with at least a 10% interest (held directly or indirectly) in the NFFE. The Manager will notify the Investor of any additional documentation, certification or other actions required of the Investor in order to allow the Company to comply with the FATCA. The Manager may request such additional documentation, certification, or other actions well in advance of that time in order to ensure the Company is in compliance with the FATCA. Failure to timely provide the required information may result in the Investor’s interest in the Company being redeemed.

13. *Agreement to be bound by Company Agreement.* The Subscriber agrees to comply with and be bound by the limited liability operating agreement of the Company (the “Company Agreement”), as amended further from time to time.

14. *Notices.* Any notice, demand or other communication that any party hereto may be required, or may elect, to give to any other party hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mail box, stamped, registered or certified mail, return receipt requested, addressed to such address as is set forth on the signature page hereof or listed on the books of the Company, (b) delivered personally at such address, (c) or delivered by facsimile transmission, electronic mail or other standard form of electronic communication.

15. *Electronic Communication.* In connection with this Subscription Agreement, the Company may communicate with the undersigned via email. The Company takes reasonable measures to secure the undersigned’s confidential information in the Company’s email transmissions. However, as emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, the Company cannot guarantee or warrant that email from the Company will be properly delivered to and read only by the addressee. Therefore, the Company specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email, or for the unauthorized use or failed delivery of emails by the Company in connection with this Subscription Agreement. In that regard, the undersigned agrees that the Company shall have no liability for any loss or damage to any person or entity resulting from the use of email, including any consequential, incidental, direct, indirect, or special damage, such as loss or disclosure of confidential or proprietary information.

16. *Counterparts.* This Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. This Subscription Agreement may be executed manually or electronically and delivered via facsimile transmission, electronic mail or other standard form of electronic communication with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.

17. *Entire Agreement.* This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein.

18. *Assignability.* This Agreement is not transferable or assignable by the undersigned.

19. *Reimbursement.* If any action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which they may be entitled.

20. *Further Assurances.* Each of the parties shall execute said documents and other instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

21. *Non-Disclosure.* The undersigned acknowledges and agrees that this Agreement, the Memorandum and all exhibits thereto constitute confidential information of the Company and the undersigned and or his/her/its purchaser representative or advisor(s) agree not to share any of this information with any person other than professional advisers engaged by the undersigned in connection with its evaluation of its acquisition of the Interests.

**{Signature Pages Follow (Select One)}**

REVIEW ONLY

[SIGNATURE PAGE FOR INDIVIDUALS]

I hereby agree to make a cash contribution in the sum of \_\_\_\_\_ for  
#\_\_\_\_\_Units as my initial capital contribution to the Company.

**SUBSCRIBER:**

\_\_\_\_\_  
(Name of Subscriber)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Second Signature, if subscribing jointly)

\_\_\_\_\_  
(Effective Date)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Tax I.D. #: \_\_\_\_\_

Date of Birth of Primary  
Accountholder: \_\_\_\_\_

Email: \_\_\_\_\_

For any joint ownership, please note that each state has its own rules regarding the proper form of joint ownership. Generally speaking, spouses usually elect to own Units as Joint Tenants with the Right of Survivorship and non-spouses elect to own Units as Tenants in Common. However, this is not always the case and some states also allow spouses to own as Tenants by the Entireties. You are encouraged to consult with your own professional advisors regarding the proper form of joint ownership of your investment and the Company will not provide advice regarding this topic. If one of these items is checked, subscriber and co-subscriber must both sign all documents.

\_\_\_\_\_ Tenants in Common

\_\_\_\_\_ Joint Tenants with Right of Survivorship

\_\_\_\_\_ Tenants by the Entireties

All representations, warranties and agreements of the above Subscriber as set forth in the Subscription Agreement related to this subscription are incorporated herein in their entirety as of the date the purchase of the above Units is consummated by the Company.

**IF YOU ARE PURCHASING WITH YOUR SPOUSE, YOU MUST BOTH SIGN THIS SIGNATURE PAGE. IF YOU ARE PURCHASING WITH ANOTHER PERSON NOT YOUR SPOUSE, THAT PERSON MUST ALSO UNDERGO THE VERIFICATION PROCESS AND MAY BE ASKED TO EXECUTE ITS OWN SUBSCRIPTION AGREEMENT.**

**THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS SUCH SECURITIES ARE OFFERED, SOLD OR OTHERWISE TRANSFERRED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT. IN ADDITION, THE COMPANY AGREEMENT PROVIDES THAT UNITS MAY ONLY BE TRANSFERRED OR SOLD TO ANOTHER ACCREDITED INVESTOR WITHIN THE SOLE DISCRETION OF THE COMPANY.**

[SIGNATURE PAGE FOR ENTITIES/TRUSTS]

I hereby agree to make a cash contribution in the sum of \_\_\_\_\_ for  
#\_\_\_\_\_Units as my initial capital contribution to the Company.

Please check one of the boxes below if they apply.

- This entity is a Single Member LLC.
- This entity is a Multi-Member LLC
- This entity is a Limited Partnership
- This entity is a C-Corp
- This entity has elected to be an S-Corp.
- The entity is an Inter Vivos Trust.
- This entity is a Testamentary Trust.
- This entity is a Revocable Trust.
- This entity is an Irrevocable Trust.
- This entity is: \_\_\_\_\_

Please provide both your Social Security Number and EIN for the entity.

**SUBSCRIBER:**

\_\_\_\_\_  
(Name of Subscriber / Jurisdiction of Formation / Date of Formation)

\_\_\_\_\_  
(Name of Signatory) (Name of Second Signatory, if applicable)

\_\_\_\_\_  
(Signature) (Second Signature, if subscribing jointly)

\_\_\_\_\_  
(Title of Signatory) (Title of Second Signatory, if applicable)

\_\_\_\_\_  
(Effective Date)

Address: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Tax I.D. #: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date of Birth of Primary Account Holder: \_\_\_\_\_

Email: \_\_\_\_\_

All representations, warranties and agreements of the above Subscriber as set forth in the Subscription Agreement related to this subscription are incorporated herein in their entirety as of the date the purchase of the above Units is consummated by the Company.

THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS SUCH SECURITIES ARE OFFERED, SOLD OR OTHERWISE TRANSFERRED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT. IN ADDITION, THE COMPANY AGREEMENT PROVIDES THAT UNITS MAY ONLY BE TRANSFERRED OR SOLD TO ANOTHER ACCREDITED INVESTOR WITHIN THE SOLE DISCRETION OF THE COMPANY.

REVIEW ONLY



[SIGNATURE PAGE FOR RETIREMENT ACCOUNTS]

I hereby agree to make a cash contribution in the sum of \$ \_\_\_\_\_ for  
\_\_\_\_\_ Units as my initial capital contribution to the Company.

**SUBSCRIBER:**

\_\_\_\_\_  
(Name of Subscriber)

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Name of Second Signatory, if applicable)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Second Signature, if subscribing jointly)

\_\_\_\_\_  
(Effective Date)

CUSTODIAN (if applicable)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Tax I.D. #: \_\_\_\_\_

Date of Birth of Primary Account Holder: \_\_\_\_\_

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