

**HIGHLAND CAPITAL GROUP REAL  
ESTATE FUND I, LP**

**CONFIDENTIAL PRIVATE OFFERING MEMORANDUM**

**SUBSCRIPTION AGREEMENT**

**SECURITIES PURCHASED PURSUANT TO THIS SUBSCRIPTION AGREEMENT SET FORTH BELOW HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES (COLLECTIVELY, THE “ACTS”), AND CANNOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS SUCH SECURITIES (I) ARE REGISTERED UNDER SUCH ACTS, (II) IN THE OPINION OF LEGAL COUNSEL, CAN BE SOLD OR TRANSFERRED PURSUANT TO AN EXEMPTION FROM SUCH REGISTRATION, OR (III) REQUESTS FOR TRANSFERS ARE ACCOMPANIED BY NO-ACTION LETTERS FROM THE SECURITIES AND EXCHANGE COMMISSION AND THE APPLICABLE STATE SECURITIES COMMISSION. BECAUSE THE SECURITIES ARE NOT REGISTERED UNDER THE ACTS, SUBSCRIBERS MUST BEAR THE ECONOMIC RISK OF INVESTMENT IN SUCH SECURITIES FOR AN INDEFINITE PERIOD OF TIME. IN ADDITION, THE SECURITIES PURCHASED PURSUANT TO THIS SUBSCRIPTION AGREEMENT ARE SUBJECT TO SIGNIFICANT RESTRICTIONS ON TRANSFERABILITY AS PROVIDED IN THE COMPANY’S PARTNERSHIP AGREEMENT.**

THIS SUBSCRIPTION AGREEMENT (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Highland Capital Group Real Estate Fund I, LP, a Georgia limited partnership (the “Company”), and the undersigned subscriber (the “Subscriber”).

The Subscriber acknowledges having received and reviewed the September 2009 Private Offering Memorandum, as may be supplemented from time to time (the “Memorandum”) by the Company. The Subscriber further acknowledges having received and reviewed the September 2009 Limited Partnership Agreement, as may be amended from time to time (the “Partnership Agreement”) by the Company. The terms of the offering (the “Offering”) are stated in this Agreement and the Memorandum. In the event of any conflict between the Memorandum and this Agreement, the provisions of this Agreement shall control. Capitalized terms not defined herein have the meanings given to them in the Memorandum.

In consideration of the foregoing and the respective representations, warranties, covenants and agreements contained in this Agreement and intending to be legally bound hereby, the Subscriber and the Company hereto agree as follows:

**1. PURCHASE OF UNITS.**

Subject to the terms and conditions hereof, Subscriber hereby subscribes for and agrees to purchase an aggregate of \_\_\_\_\_ Units at \$50,000 per Unit (the “Subscription Price”). The subscription is subject to acceptance by the Company, which may occur in whole or in part, in the sole discretion of the Company.

**2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.**

The Company represents and warrants to the Subscriber as follows:

2.1 Organization and Standing; Articles of Organization and Partnership Agreement. The Company is a limited partnership duly organized and validly existing under, and by virtue of, the laws of the State of Georgia and is in good standing under such laws. The Company has the requisite power and authority to own and operate its properties and assets and to carry on its business as presently conducted. Copies of the Company's Articles of Organization and its Partnership Agreement are attached as exhibits to the Memorandum.

2.2 Corporate Power. The Company has all requisite power and authority to enter into this Agreement and to carry out and perform its other obligations under the terms of the Agreement.

### **3. CONDITIONS TO OBLIGATIONS OF THE COMPANY.**

The obligations of the Company to issue and sell the Units to the Subscriber upon acceptance of the subscription by the Company (the "Closing") shall be subject to the fulfillment or satisfaction, or waiver by the Company, prior to or at the Closing, of the following conditions:

3.1 Execution of Documents. The Subscriber shall have duly executed and delivered to the Company: (i) a completed Suitability Questionnaire in the form attached hereto (the "Suitability Questionnaire"), and (ii) a copy of this Agreement (the Suitability Questionnaire and this Agreement are collectively referred to herein as the "Subscription Documents").

3.2 Representations and Warranties. The representations and warranties made by the Subscriber in the Subscription Documents shall be true and correct in all material respects at the time when made and at the Closing.

3.3 Payments. All amounts due to the Company pursuant to Section 1 shall have been paid in full.

3.4 Compliance with Securities Laws. Subscriber shall comply with the provisions of Section 7 herein.

### **4. REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER.**

The Subscriber represents and warrants to the Company as follows:

4.1 In General. The Subscriber has full power and authority to execute each Subscription Document and to subscribe for and purchase the Units hereunder. If the Subscriber is not a natural person, the Subscriber's purchase of the Units and its execution and delivery of each Subscription Document has been authorized by all necessary corporate, partnership or other action, and the Subscriber is duly organized, validly existing and in good standing in the Subscriber's jurisdiction of organization, and has all consents, approvals and orders of any person required to be obtained in order for it to purchase the Units, to fully perform the provisions of the Subscription Documents and to consummate the transactions contemplated hereby and thereby. Each Subscription Document is, and will be, the legal, valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms. There is no action, investigation or proceeding pending, or, to the Subscriber's actual knowledge, threatened against the Subscriber which, if adversely determined, would materially adversely affect the Subscriber's business or condition or the Subscriber's ability to pay the Subscription Price or otherwise to consummate the transactions contemplated by the Subscription Documents.

4.2 Approvals; No Conflict. No authorization, approval, consent or license of any person is required to be obtained for the purchase of the Units by the Subscriber, other than as have been obtained

and are in full force and effect. The execution and delivery of the Subscription Documents do not, and the consummation of the transactions contemplated hereby will not, result in any violation of or constitute a default under any material agreement, permit, franchise, judgment, order, decree, statute, rule, regulation or other instrument to which the Subscriber is a party.

4.3 Access to Information. The Subscriber has been furnished with and has reviewed a copy of the Memorandum and the Subscription Documents. The Subscriber has been provided an opportunity to ask questions of, and the Subscriber has received answers from, the Company and its representatives regarding the terms and conditions of the offering of the Units and the terms and conditions of the Subscription Documents and the nature, business, assets and liabilities of the Company and the principals of the Company, and the Subscriber has obtained all additional information requested by the Subscriber from the Company and its respective representatives.

4.4 Representations Incorporated by Reference. The Subscriber represents and warrants that the statements, answers and representations of the Subscriber contained in the Suitability Questionnaire are true and correct and agrees that they are hereby incorporated by reference herein as though fully set forth herein as representations and warranties of the Subscriber.

4.5 Securities Act Representations. The Subscriber is an “accredited investor” as that term is defined in Rule 501 Regulation D under the Securities Act of 1933, as amended (the “Securities Act”). The Subscriber: (i) has the ability to bear the substantial economic risks of an investment in the Units, (ii) has adequate means of providing for its current needs and other contingencies, (iii) is able to bear the substantial economic risks of an investment in the Company for an indefinite period of time, (iv) has no need for liquidity in its investment in the Company, and (v) is able to afford a complete loss of its investment in the Company. The Subscriber is acquiring the Units for the Subscriber’s own account, not with a view toward resale or in connection with any distribution of all or any part of such Units. The Subscriber understands that it must bear the economic risk of an investment in the Units for an indefinite period of time because, among other things, the offering and sale of the Units has not been registered under the Securities Act or state “blue sky” securities or laws, and, therefore, the Units cannot be sold unless it is subsequently registered under the Securities Act and any applicable state securities “blue sky” laws or unless an exemption therefrom is available. The Subscriber also understands that sales or transfers of the Units are further restricted by state “blue sky” securities or laws. The Subscriber hereby agrees not to transfer or dispose of all or any part of the Units except in full compliance with the requirements of the Securities Act, and applicable state “blue sky” securities laws. The Subscriber agrees that any certificate evidencing the Units or any portion thereof may contain such legends evidencing the various legal and contractual restrictions upon the transferability thereof as the Company, acting upon the advice of its counsel, may determine.

4.6 Tax Considerations. The Subscriber is not relying on the Company or the Memorandum with respect to individual tax considerations involved in this investment.

4.7 No Representations. Neither the Company nor any manager, member, director, officer, employee, agent, counsel, adviser or affiliate of or to either of them, has made any representations or warranties to the Subscriber other than any express representations and warranties of the Company in this Agreement.

4.8 Confidentiality. The Subscriber acknowledges and agrees that the Memorandum, and any additional information that may have been furnished to the Subscriber pursuant hereto or otherwise concerning the Company and its affiliates (collectively, the “Information”), is privileged and confidential and, on behalf of itself and its directors, officers, employees, agents, advisers and affiliates, agrees to hold in confidence and not use, disclose or reveal to any other person or entity any Information, except:

(i) Information that has become generally available to the public through no fault or omission on the part of the Subscriber or any of its directors, officers, employees, agents, advisers or affiliates, (ii) to the employees, auditors, legal counsel and professional advisers who have a need to know such Information and who have been instructed by the Subscriber to keep such Information confidential, (iii) Information disclosed by a third party whose disclosure to Subscriber's knowledge is not in violation of a confidentiality agreement between such third party and the Company or an entity in which it invests, (iv) Information that is independently developed by Subscriber or any of its affiliates in the ordinary course of its business, (v) Information required to be furnished to any governmental regulatory body having jurisdiction over the Subscriber, (vi) Information required in response to any summons or subpoena, (vii) Information disclosed in connection with any disclosure obligation under applicable federal or state law, and (viii) as otherwise required by applicable law or court order, provided that in the case of (v), (vi), (vii) and (viii) above, the Subscriber shall use its reasonable best efforts to provide notice as soon as practicable to the Company prior to the disclosure of such Information in order to enable the Company to seek a protective order or other appropriate remedy.

4.9 Separate Counsel. The Subscriber acknowledges that the Company's counsel does not represent the Subscriber. The Subscriber acknowledges that it has been advised by the Company to retain its own counsel in connection with its investment in the Company.

4.10 No General Solicitation or Advertising. The Subscriber and its advisers have not been furnished, and are not relying upon, any oral or written representations relating to the Company except as set forth in the Memorandum, and the Subscriber is not purchasing the Units pursuant to this Agreement as a result of or subsequent to: (i) any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, (ii) any seminar or meeting to which the attendees, including the Subscriber, had been invited as a result of, subsequent to, or pursuant to any of the foregoing, or (iii) any solicitation by any natural person or entity not previously known to the Subscriber in connection with investments in securities generally.

4.11 Knowledge and Experience. The Subscriber has such knowledge and experience in , tax, and business matters that the Subscriber is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto, and is aware that an investment in the Company involves a number of very significant risks, including, without limitation, certain tax and economic variables and risks that could adversely affect the value of an investment in the Company.

4.12 Absence of Endorsements. The Subscriber understands that no federal or state agency has made any finding or examination as to the fairness of an investment in, or any recommendation or endorsement of, the Units.

4.13 No Affiliated Adviser. The Subscriber: (i) has never and is not relying upon the Company or any of its respective affiliates with respect to the tax and other economic considerations of an investment in the Company, and (ii) has reviewed the merits of an investment in the Company with its advisers (including, without limitation, its legal counsel, accountants or other tax advisers, business advisers and investment advisers) to the extent such Subscriber deemed advisable.

4.14 Representations and Warranties. Each representation and warranty made by the Subscriber in this Agreement and in the related Suitability Questionnaire, and all information furnished by the Subscriber to the Company, is true, complete, and correct in all respects. The Subscriber agrees that all such representations and warranties shall survive the admission of the Subscriber as a member in the Company.

4.15 Notification and Further Assurances. The Subscriber agrees to: (i) notify the Company immediately of any change in any representation, or other information relating to the Subscriber set forth in the Subscription Documents, (ii) supply the Company, within five days after the Subscriber receives the request therefor from the Company, with such additional information concerning the Subscriber as the Company deems necessary or advisable, and (iii) execute and deliver to the Company, within five days after the Subscriber receives the request therefor from the Company, such further designations, powers of attorney, and other instruments as the Company deems reasonably necessary or advisable in order to carry out the provisions of this Agreement.

4.16 Qualified Client. The undersigned is a “qualified client” as such term is defined in Rule 205-3 of the Investment Advisers Act:

1. a natural person who or a company that immediately after entering into the contract has at least \$750,000 under the management of the investment adviser;
2. a natural person who or a company that the investment adviser entering into the contract (and any person acting on his behalf) reasonably believes, immediately prior to entering into the contract, either:
  - (a) has a net worth (together, in the case of a natural person, with assets held jointly with a spouse) of more than \$1,500,000 at the time the contract is entered into; or
  - (b) is a qualified purchaser as defined in section 2(a)(51)(A) of the Investment Company Act of 1940 at the time the contract is entered into.

## 5. INDEMNITY.

5.1 Survival of Representations and Warranties. All representations and warranties made by the Subscriber in any of the Subscription Documents or by the Company in this Agreement shall survive for a period of two years from the date of this Agreement.

5.2 Company Indemnification. The Company understands the meaning and legal consequences of the representations and warranties made by it herein, and agrees to indemnify and hold harmless the Subscriber and each of its respective affiliates, and each of its respective managers, members, directors, officers, shareholders, principals, employees, counsel, agents, successors and assigns, if any, from and against any and all loss, damage, liability, or expense (including, without limitation, attorneys’ fees) arising out of, due to, relating to, or in connection with, in each case in whole or in part, any misrepresentation made by the Company in this Agreement.

5.3 Subscriber Indemnification. The Subscriber understands the meaning and legal consequences of the representations and warranties made by the Subscriber herein and in the Suitability Questionnaire, and agrees to indemnify and hold harmless the Company and each of its respective affiliates, and each of the respective managers, members, directors, officers, shareholders, principals, employees, counsel, agents, successors and assigns, if any, from and against any and all loss, damage, liability, or expense (including, without limitation, attorneys’ fees) arising out of, due to, relating to, or in connection with, in each case in whole or in part, any misrepresentation made by the Subscriber in the Subscription Documents, any failure by the Subscriber to fulfill any of its covenants or agreements set forth herein, or the resale or distribution by the Subscriber of the Units or any portion thereof in violation of the Securities Act, and any applicable state “blue sky” securities laws.

## 6. ACCEPTANCE OF SUBSCRIPTIONS.

6.1 Execution of Documents. In the event that the Company accepts the subscription represented by this Agreement, the Company shall fill out the number of Units with respect to which the Subscription is accepted and forward an executed copy of this Agreement to the Subscriber.

6.2 Partnership Agreement. Subscriber shall sign a counterpart or joinder to the Company's LLC Partnership Agreement agreeing to be bound by the terms and conditions of this Partnership Agreement.

## 7. SECURITIES LAW COMPLIANCE.

7.1 Securities Exemption. The Offering is intended to be exempt from federal and state registration pursuant to the safe-harbor provided by Rule 506 or Rule 504 of Regulation D promulgated under Section 4(2) of the Securities Act. The Company intends to offer the Units to "accredited investors" as defined in Rule 501(a) under the Securities Act.

7.2 Disposition of Units. Subscriber understands and agrees that, in addition to the restrictions and limitations provided in the Partnership Agreement, the following restrictions and limitations are applicable to the purchase and resale, hypothecation or other transfer of the Units:

(i) Subscriber cannot sell, hypothecate or otherwise transfer the Units unless they are registered under the Securities Act and applicable state securities laws or an exemption from such registration is available.

(ii) Subscriber cannot assign, sell, transfer, exchange or otherwise dispose or offer the Units to anyone unless: (a) the Company receives from the Subscriber, if requested, a legal opinion, satisfactory to the Company, addressing such issues as the Company or its legal counsel may request, including without limitation, that such transfer will not be in violation of applicable federal or state securities laws and will not result in any adverse consequences to the Company, or (b) the Subscriber has the prior written consent of the Company. The Company is not required to consent to any such disposition or transfer.

(iii) Certificates representing Units purchased pursuant to this Offering, if any, will bear the following legend:

**"THE LIMITED PARTNERSHIP UNITS EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED UNLESS PURSUANT TO THE PARTNERSHIP AGREEMENT AND UNLESS A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER APPLICABLE STATE LAW WITH RESPECT TO SUCH LIMITED PARTNERSHIP UNITS SHALL THEN BE IN EFFECT OR UNLESS THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION WITH RESPECT TO ANY PROPOSED TRANSFER OR DISPOSITION OF SUCH UNITS SHALL BE ESTABLISHED TO THE SATISFACTION OF COUNSEL FOR THE ISSUER."**

## 8. GENERAL PROVISIONS.

8.1 Amendments and Waivers. This Agreement may be amended and the observance of any provision hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Subscriber and the Company.

8.2 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when received: (i) if by the Subscriber, at the address set forth in Subscriber's Suitability Questionnaire, or at such other address as the Subscriber shall have furnished to the Company in writing, and (ii) if by the Company, at the Company's principal place of business, or at such other address as the Company shall have furnished to the Subscriber in writing.

8.3 Headings. The descriptive headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement.

8.4 Entire Agreement. This Agreement and the other Subscription Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement, and there are no representations, covenants or other agreements except as stated or referred to herein and therein.

8.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to the conflict of laws principles thereof.

8.7 No Revocation; Survival. Except as otherwise required by applicable law, the Subscriber acknowledges and agrees that: (i) it is not entitled to cancel, terminate, or revoke this Agreement, any of the Subscription Documents, or any of the representations, warranties, or agreements made by the Subscriber herein or therein, and (ii) the Subscription Documents shall survive the bankruptcy, death, incapacity, disability, adjudication of incompetence or insanity, liquidation, or dissolution of the Subscriber.

8.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Subscriber, but this Agreement shall not be assignable by the Subscriber without the prior written consent of the Company (which consent may be granted or withheld in the Company's sole discretion). When the Subscriber's subscription is accepted by the Company as provided herein, this Agreement shall be binding upon, and shall inure to the benefit of, the Company.

8.9 Severability. Any requirements imposed under applicable law shall, where inconsistent with any provision of this Agreement, be controlling and shall govern the rights among the parties hereto. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be unenforceable without invalidating the remaining provisions hereof in such jurisdiction or any of the provisions hereof in any other jurisdiction.

8.10 Gender. Whenever required by the context hereof, the singular shall include the plural and the plural shall include the singular. Whenever required by the context hereof, the masculine gender shall include the feminine and neutral genders and the neutral gender shall include the masculine and feminine genders.

\_\_\_\_\_  
Name of Subscriber

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Number of Units: \_\_\_\_\_

\$40,000.00 per Unit

Aggregate Subscription Price:

\$ \_\_\_\_\_

**Agreed to and Accepted By:**

**HIGHLAND CAPITAL GROUP REAL ESTATE FUND I, LP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Number of Units Accepted: \_\_\_\_\_

**HIGHLAND CAPITAL GROUP REAL ESTATE FUND I, LP  
ACCREDITED INVESTOR SUITABILITY QUESTIONNAIRE**

Capitalized terms used herein but not otherwise defined herein have the meanings ascribed thereto in the Subscription Agreement. Each Subscriber is requested to provide the following information (please print or type) and to complete and execute the certifications attached hereto to the extent applicable:

1. Identity of Subscriber:

Name: \_\_\_\_\_

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

\_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_

2. Amount of Subscription: Units : \_\_\_\_\_

Subscription Price: \$ \_\_\_\_\_

(\$40,00.00 per Unit)

3. Subscriber Qualification

Subscriptions will be accepted only from persons and entities qualifying as accredited investors within the meaning of applicable federal and state securities regulations. Unless otherwise indicated, responses should be given by reference to the specific person for whose account the Units are being acquired.

a. Accredited Investors. Each Subscriber must indicate that the Subscriber qualifies as an “accredited investor” pursuant to at least one of the following tests. **(Please check all that apply, or, if none apply, consult the Company.)**

- The Subscriber is a natural person whose individual net worth (or whose joint net worth with the Subscriber’s spouse) as of the date of this Suitability Questionnaire exceeds \$1,000,000.
- The Subscriber is a natural person who had an individual income in excess of \$200,000 for each of the last two calendar years (or joint income with the Subscriber’s spouse in excess of \$300,000 in each of those years) and who reasonably expects to reach the same income level in the current calendar year.
- The Subscriber is a members, manager, director, executive officer, or general partner of the Company;

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\* Please provide the full legal name of Subscriber as it should appear on the books and records of the Company.

\*\* Please indicate the address to which communication and notices relating to the Company should be sent.

- ❑ The Subscriber is an entity with total assets in excess of \$5,000,000 which was not formed for the purpose of investing in the Company and which is one of the following:
  - ❑ a corporation;
  - ❑ a partnership;
  - ❑ a Massachusetts or similar business trust; or
  - ❑ a tax-exempt organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).
- ❑ The Subscriber is a trust (other than a business trust) with total assets in excess of \$5,000,000 which was not formed for the purpose of investing in the Company and whose decision to invest in the Company has been directed by a person who has such knowledge and experience in and business matters that such person is capable of evaluating the merits and risks of investment.
- ❑ The Subscriber is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) (whether or not subject to Title I of ERISA), which satisfies at least one of the following conditions:
  - ❑ The investment decision is made by a plan fiduciary (as described in section 3(21) of ERISA) which is either a bank, savings and loan association, insurance company or registered investment adviser; or
  - ❑ It is a self-directed plan (i.e., an individual account plan or a defined contribution plan in which a participant may exercise control over the investment of assets credited to his or her account) and the decision to invest is made by those participants investing, and each such participant qualifies as an accredited investor.
- ❑ The Subscriber is 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, which has total assets in excess of \$5,000,000.
- ❑ The Subscriber is licensed, or subject to supervision, by federal or state examining authorities, as a “bank,” “savings and loan association,” “insurance company,” or “small business investment company” (as such terms are used and defined in 17 CFR Section 230.501(a)(i)) or is an account for which a bank or savings and loan association is subscribing in a fiduciary capacity and over which such fiduciary exercises investment discretion.
- ❑ The Subscriber is registered with the United States Securities and Exchange Commission as a broker or dealer or an investment company; or has elected to be treated or qualifies as a “business development company” (within the meaning of Section 2(a)(48) of the Investment Company Act of 1940 or Section 202(a)(22) of the Investment Advisers Act of 1940).
- ❑ The Subscriber is an entity in which all of the equity owners are persons described above, except that a trust can not be an “accredited investor” even if all of the beneficiaries are “accredited investors” unless a bank as defined in Section 3(a)(2) of the 1933 Act or a Savings and Loan association of other institution as defined in Section 3(a)(5)(A) of the Act is acting as a fiduciary for the trust.

4. The undersigned is a “qualified client” as such term is defined in Rule 205-3 of the Investment Advisers Act:

- a natural person who or a company that immediately after entering into the contract has at least \$750,000 under the management of the investment adviser;
- a natural person who or a company that the investment adviser entering into the contract (and any person acting on his behalf) reasonably believes, immediately prior to entering into the contract, either:
  - (a) has a net worth (together, in the case of a natural person, with assets held jointly with a spouse) of more than \$1,500,000 at the time the contract is entered into; or
  - (b) is a qualified purchaser as defined in section 2(a)(51)(A) of the Investment Company Act of 1940 at the time the contract is entered into; or
- a natural person who immediately prior to entering into the contract is:
  - (a) an executive officer, director, trustee, general partner, or person serving in a similar capacity, of the investment adviser; or
  - (b) an employee of the investment adviser (other than an employee performing solely clerical, secretarial or administrative functions with regard to the investment adviser) who, in connection with his or her regular functions or duties, participates in the investment activities of such investment adviser, provided that such employee has been performing such functions and duties for or on behalf of the investment adviser, or substantially similar functions or duties for or on behalf of another company for at least 12 months.

5. Ability to Bear Risk: Is the Subscriber able to bear the economic risk of the proposed investment in the Company?

Yes  No

6. Supplemental Data for Entities

If the Subscriber is not a natural person, please furnish the following supplemental data (**natural persons may skip to Section 6 of this Suitability Questionnaire**):

- a. Legal form of entity (corporation, partnership, etc.):  
\_\_\_\_\_
- b. Jurisdiction of organization: \_\_\_\_\_
- c. Is the Subscriber a wholly-owned or majority-owned subsidiary of another entity?  
 Yes  No
- d. Was the Subscriber organized for the specific purpose of acquiring the Units?

e. Does the Subscription Price for the Units exceed in the aggregate ten percent (10%) of the value of the Subscriber's total assets?

Yes  No

f. Is the Subscriber an entity engaged primarily in investing or trading securities?

Yes  No

7. Tax Information:

a. Social Security (for individuals) or Tax Identification Number (for entities, trustees and custodians (including for Individual Retirement Accounts)): \_\_\_\_\_

b. Indicate the annual date on which the Subscriber's taxable year ends for purposes of reporting any income tax or filing tax information returns: \_\_\_\_\_

c. Country of citizenship (natural persons only): \_\_\_\_\_

The Subscriber agrees to notify the Company of any change with respect to the foregoing information and to provide such further information as the Company may reasonably require.

**SUBSCRIBER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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