



## **SUBSCRIPTION AND JOINDER AGREEMENT**

The undersigned (*the “Investor”*), intending to be legally bound and has executed and delivered this SUBSCRIPTION AND JOINDER AGREEMENT (*this “Agreement”*) as of the date identified on the signature page to this Agreement; provided that this Agreement will not become effective unless and until it has been duly accepted by **CELESTE SUITES LLC**, an Illinois limited liability company (*the “Company”*) evidencing the Company’s acceptance of Investor’s subscription to purchase the Subscription Units (*as defined below*), in whole or in part.

### **RECITALS:**

A. This Agreement has been delivered to Investor in connection with, and is a part of, the Memorandum (*as defined below*) of the Company describing the Offering (*as defined below*) of certain membership units (*hereinafter a “Unit” or the “Units,” as applicable*) of the Company.

B. To the extent the Company receives, and accepts, subscriptions to purchase Units in connection with the Offering in an aggregate amount equal to (*or exceeding*) One Hundred Twenty-Five Thousand Dollars (\$125,000) prior to the Expiration Date (*as defined below*), it may establish a date to close the Offering (*such date, the “Closing Date”*), provided that such Closing Date is on or after the date which is five (5) business days after the last Offering subscription accepted by the Company. If and when a Closing Date has been established by the Company, the Company will notify all of the accepted subscribing Unit investors as to such Closing Date (such notice, the *“Closing Notice”*) and will cease taking new subscriptions for Units.

C. The offer and sale of the Units is ONLY open to residents of the State of Illinois, and only a resident of the State of Illinois may subscribe to purchase Units by signing and delivering this Agreement.

D. Investor, being a resident of the State of Illinois and subject to the terms and conditions of this Agreement, desires to irrevocably subscribe to purchase the number of Units specified on the signature page to this Agreement (*the “Subscribed Units”*).

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Investor hereby represents, warrants, covenants and agrees as follows:

**1. Definitions.** As used in the Agreement, the following terms will have the following meanings. All capitalized terms used in this Agreement and not specifically defined herein have the meaning provided in the Memorandum:

(a) *“Accredited Investor”* means any Person who qualifies as an “accredited investor” as such term is defined in Regulation D under the Securities Act, as described in more detail in Schedule 1 to the Memorandum.

(b) *“Affiliate”* means any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, Investor. A Person will be deemed to control another Person for the purposes of this definition if Investor possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

(c) “**Closing Date**” means such date and time as determined by the Company, in its sole discretion, for the closing of the Offering; provided however, that such date and time will only occur on or after the date: (i) the Company has received subscriptions for Units in an aggregate amount equal to (*or exceeding*) One Hundred Twenty-Five Thousand Dollars (\$125,000) and (ii) which is five (5) business days after the last subscription to purchase Units accepted by the Company.

(d) “**Closing Notice**” means the notice to be delivered to all accepted subscribing Unit investors, alerting them as to the closing of the Offering and the intended Closing Date, as described in the Memorandum.

(e) “**Expiration Date**” means the close of business on September 30, 2018; provided that: (i) the Company may extend the period for accepting subscriptions until the date that is one (1) year from the date of the first accepted subscription for the purchase of a Unit(s) made as part of the Offering upon the election of the Company; and (ii) the Offering may be withdrawn, cancelled or terminated by the Company, for any reason and without notice to any investor or potential investor, at any time prior to the Expiration Date

(f) “**Escrowee**” means FREEBORN & PETERS LLP, solely in its capacity as the escrowee of the Offering as described in the Memorandum.

(g) “**Illinois Securities Act**” means the Illinois Securities Law of 1953, 815 ILCS § 5/1 et. seq., as amended, together with any and all rules, regulations, guidance and/or the like from time to time promulgated thereunder.

(h) “**Investor Account**” means that certain bank/credit account specified by Investor via the Portal for the payment of the Purchase Price (as modified from time to time).

(i) “**Memorandum**” means that certain Private Placement Memorandum of the Company describing the Offering made available to the Investor (*and others*) via the Portal; as the same may be amended, modified, restated or replaced from time to time.

(j) “**Offering**” means the issuance and sale of the Units as more particularly described in the Memorandum.

(k) “**Offering Materials**” means, individually and collectively as the case may be: (i) the Memorandum; (ii) this Agreement; (iii) all “Supplementary Project Materials” (*as such term is used and defined in the Memorandum*), if any; and (iv) all exhibits and appendices attached hereto and thereto.

(l) “**Offering Period**” means the period of time the Offering will be conducted, provided the Company intends to close the Offering on or before September 30, 2018.

(m) “**Offer Price**” means One Hundred Dollars (\$100) per Unit.

(n) “**Operating Agreement**” means that certain Amended and Restated Operating Agreement of the Company, dated as of June 12, 2018, a copy of such agreement being attached as Exhibit M-1 to the Memorandum; as the same may be amended, modified, restated or replaced from time to time.

(o) “**Organizational Documents**” means, with respect to any Person which is not a natural person, any and all agreements or other documents evidencing or otherwise related to the formation and/or governance of such Investor, including any and all articles/certificates of incorporation, articles/certificates of organization, articles/certificates of formation, by-laws, operating agreements, partnership agreements, trust agreements, land trust agreements, buy-sell agreement, shareholder agreements, voting agreements, and the like, of such Investor, as applicable and as the same may be amended or modified and in effect from time to time.

(p) “**Person**” means any individual, firm, corporation, business enterprise, trust, land trust, association, joint venture, partnership, governmental body or other entity, whether acting in an individual, fiduciary or other capacity

(q) “**Portal**” means, individually and collectively as the case may be, the webpage set up with respect to the Offering on [www.VestLo.com](http://www.VestLo.com) and such other Company branded web page created and maintained by VestLo in connection with the Offering (*and all sub and redirecting URLs, if any, related to the same*).

(r) “**Portal Parties**” means, individually and collectively as the case may be: (i) the Company; (ii) VestLo; and (iii) any and all Affiliates, officers, directors, employees and/or agents of one or more of the foregoing.

(s) “**Purchase Price**” means the result of the number of Subscribed Units multiplied by the Offer Price.

(t) “**Securities Act**” means the Securities Act of 1933, as amended, together with any and all rules, regulations, guidance and/or the like from time to time promulgated thereunder.

(u) “**Subscribed Units**” has the meaning given such term in Recital B above; provided, however, that: (i) the minimum number of Subscribed Units per Investor is 1 Unit (i.e. \$100); and (ii) the maximum number of Subscribed Units per Investor is 50 Units (i.e. \$5,000) unless the Investor qualifies as an Accredited Investor, in which case such maximum amount would not apply.

(v) “**Subscription Documents**” means, individually and collectively as the case may be, this Agreement, the “Payment Instruction Form” (*as such term is used and defined in the Memorandum*), and such other documents as the Company may require in connection with the Subscription, if any.

(w) “**VestLo**” means VESTLO LLC, an Illinois limited liability company.

## **2. Subscription; Cancellation Right.**

(a) **Subscription; Acknowledgments.** Investor hereby irrevocably subscribes to purchase the Subscribed Units and to pay an amount equal to the Purchase Price to the Company in consideration for such purchase pursuant to the terms hereof (*the “Subscription”*). In connection with the Subscription, Investor hereby acknowledges that:

(i) except for the Minimum Subscription Amount, the Units are being offered and sold on a “best efforts” basis and there is no guarantee that any minimum amount will be sold;

(ii) the Subscription contained herein may be rejected, in whole or in part, by the Company in its sole and absolute discretion for any reason;

(iii) except as specifically provided in Section 2(a)(iii) below or as otherwise provided by applicable state securities laws, once submitted, the Subscription is **irrevocable** by Investor and the undersigned will not be entitled to cancel, terminate or revoke this Agreement or any portion of the Subscription.

(b) **Payment of Purchase Price; Authorization to Debit.** Upon delivery of the Closing Notice, Investor will (*to the extent not previously paid*) be required to deliver payment of the Purchase Price to the Escrowee as directed via the Portal. Further, Investor hereby authorizes and directs VestLo, subject to the issuance of the Closing Notice but without further notice to or additional consent of Investor, to electronically debit the Investor Account for the payment of the Purchase Price (*or such remaining portion thereof*).

(c) **Cancellation Right.** Notwithstanding anything contained herein to the contrary, **Investor may cancel his/her/its Subscription, in whole or in part (subject to the minimum number of Subscribed Units), at any time during the first five (5) business days from the date this Agreement has been signed and delivered to the Company pursuant to the instructions provided via the Portal (the “Cancellation Right”).** The Cancellation Right may be exercised by Investor by timely notifying the Company (*via the Portal*) of Investor’s intent to cancel their Subscription. If the Cancellation Right is timely exercised, any payments made by Investor with respect to their Subscription (*or cancelled portion thereof, as applicable*) will be promptly refunded to Investor, without interest. If the Cancellation Right is not timely exercised, it will be deemed waived.

**3. General Representations and Warranties.** Each Investor hereby represents and warrants to the Company as follows:

(a) **Offering Materials.** The Investor has: (i) received a copy of the Memorandum and each of the other Offering Materials (*including the Operating Agreement*); (ii) has read, is familiar with, and understands the Memorandum and each of the other Offering Materials, the terms and conditions of the Offering (*including the “Risk Factors” referred to in the Memorandum*), and the representations and warranties required to be made by the Investor in connection with the Subscription and/or Investor’s purchase of Units.

(b) **Access to Additional Information.** The Investor has had an opportunity: (i) to ask questions of, and receive answers from, the Company concerning the terms and conditions of the Offering; and (ii) to obtain all such additional information (*if any*) concerning the Offering, the Units, the Company, the Memorandum and/or any other matters relating, directly or indirectly, to the Subscription or the Offering as Investor requires to properly evaluate the risks and merits of an investment in the Units.

(c) **Authorization; No conflict.**

(i) With respect to each Investor that is a natural person:

(1) Such Investor is over 21 years old and is legally competent to execute this Agreement and the other Subscription Documents to which it is a party.

(2) The execution and delivery of this Agreement and the other Subscription Documents to which such Investor is party, and the performance thereunder by such Investor, will comply with all applicable laws and will not violate or conflict with any applicable contract or agreement to which such Investor is a party or is otherwise bound.

(3) The execution, delivery and performance of this Agreement and the other Subscription Documents to which such Investor is party does not and will not require any consent or approval of any Person other than such consents or approvals which have already been obtained and remain in full force and effect.

(ii) With respect to each Investor that is not a natural person:

(1) Such Investor is duly organized, validly existing and in good standing under the laws of its respective “state of formation” (*or the like*)

(2) Such Investor has all necessary power and authority to carry on its present business and has full right, power and authority to enter into and deliver this Agreement and the other Subscription Documents to which it is party, and to perform and consummate the transactions contemplated hereby and thereby;

(3) The execution and delivery of this Agreement and the other Subscription Documents to which such Investor is a party, and the performance

thereunder by such Investor, will comply with all applicable law and will not violate or conflict with the Organizational Documents of such Investor (*copies of which will be immediately provided to the Company upon request*) or any applicable contract or agreement to which such Investor is a party or is otherwise bound;

(4) The execution, delivery and performance of this Agreement and the other Subscription Documents (*if any*) to which such Investor is party do not and will not require any consent or approval of any Person other than such consents or approvals which have already been obtained and remain in full force and effect;

(5) Such Investor has substantial business activities or investments other than its investment in the Company and was not formed for the sole purpose of purchasing the Subscribed Units.

(d) **Acknowledgements Regarding Offering and Subscription.** The Investor:

(i) is acquiring the Subscribed Units after reviewing the Offering Materials, and acknowledges that no offer has been made to the Investor with respect to the Company or the Units except as provided in the Offering Materials;

(ii) has not received any other offering literature or prospectus concerning the Company, the Units and/or the Offering other than the Offering Materials, and acknowledges that no representations or warranties have been made to the Investor, with respect to the Company, the Units and/or the Offering, other than the representations set forth in the Memorandum and the other Offering Materials; and

(iii) is relying on solely on its independent review (*alone or in conjunction with his/her/its advisors*) of the Offering Materials in determining to purchase the Subscribed Units.

(e) **Independent Consultant.** The Investor is not relying on the Company (*or any of its affiliates, officers, directors, managers, employees and/or agents*), or the references to the legal matters in the Memorandum or the other Offering Materials, with respect to any legal, investment or tax considerations involved in the purchase, ownership and disposition of the Subscribed Units or any investment in the Company. Further, in regard to the legal, investment and tax considerations involved in the purchase, ownership and disposition of the Subscribed Units, the Investor has consulted with such legal counsel, business and/or investment advisor, accountant and tax advisor, if any, as the Investor has deemed necessary.

(f) **Investor's Knowledge and Experience; Risk of Loss.** Investor:

(i) has such knowledge and experience in financial and business matters so as to enable Investor to utilize the information made available to Investor in connection with the Offering and the Units (*including the information contained in the Memorandum*) in order to evaluate the merits and risks of, and to make an informed investment decision with respect to, an investment in the Subscribed Units; and

(ii) has carefully reviewed and understands, the various risks related to the purchase of the Subscribed Units and investing in the Company generally (*including the risks summarized under the "Risk Factors" Section in the Memorandum, each of which are incorporated herein by reference as if fully stated in this Agreement*).

(g) **Economic Risks.** Investor is: (i) willing and able to bear the economic risks of the purchase of the Subscribed Units and an investment in the Company for an indefinite period of time; (ii) not dependent upon current cash returns with respect to his/her/its investment in the Subscribed Units and can bear the loss of the Investor's entire investment in the Company (*i.e. the Purchase Price*).

(h) **Investment Intent.** Investor is acquiring the Subscribed Units for his/her/its own account, for investment, and not with a view to the resale or distribution of all or any part of the Subscribed Units. The Investor understands that the Units have not been registered under the Securities Act, the Illinois Securities Act or any similar state law and cannot be transferred or assigned except as provided in compliance with the Operating Agreement and all applicable laws and regulations. Investor further understands that no federal or state agency or securities or commodities exchange has reviewed the Memorandum, the other Offering Materials, or the private placement of the Units, or made any finding or determination as to the fairness of an investment therein and/or in the Company.

(i) **No Broker; Indemnification.** The Investor has not dealt with a broker (*except for any broker, dealer or placement agent specifically engaged by the Company under separate agreement*) in connection with the purchase of the Subscribed Units and agrees to indemnify and hold the Company (*and each of its officers, directors, managers, employees and agents*) harmless from any claims for brokerage fees in connection with the transactions contemplated herein.

(j) **Taxpayer Identification.** Under penalty of perjury, the Investor certifies that the taxpayer identification number identified on the signature page to this Agreement is the Investor's correct taxpayer identification number and that the Investor is not subject to backup withholding under section 3406(a)(1)(c) of the Internal Revenue Code, as amended ("**IRC**"). If the Investor is an entity, then (i) it is not a foreign corporation, foreign company, foreign trust or foreign estate, as those terms are defined in the IRC and regulations thereunder, and (ii) if it hereafter becomes such a foreign entity, it will notify the Company within 60 days thereafter.

(k) **Truth and Accuracy; Reliance.** The financial and other information regarding Investor furnished to the Company (*or such other accreditation verification entity as may be used by the Company from time to time*), if any, in connection with the execution and delivery of this Agreement, and the representations of Investor made herein (*including those representation made above*), are true and accurate in every material respect and no such information/representation is or will be incomplete by omitting to state any material fact necessary to make it not misleading in light of the circumstances under which it was made (*it being recognized by Investor that the Company is expressly relying on the truth and accuracy of the information and representations in this Agreement and the truth and accuracy of the same are a precondition to any acceptance of this Agreement and the Subscription by the Company*).

**4. USA Patriot Act Representations, Warranties and Covenants.** Investor acknowledges that the Company seeks to comply with all federal regulations and Executive Orders administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") which prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals.<sup>1</sup> The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac> (*each an "OFAC List"*). In addition, the programs administered by OFAC (*each an "OFAC Program"*) prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists. In furtherance of the foregoing, and as a material inducement to the Company to accept the Subscription and to sell the Investor the Subscribed Units, the Investor hereby acknowledges, represents, warrants and covenants (*as applicable*) to the Company as follows:

(a) The amounts to be contributed by it to the Company are not directly or indirectly derived from activities that may contravene Federal, state or international laws and regulations, including anti-money laundering laws and regulations.

(b) None of: (i) the Investor; (ii) any Person controlling or controlled by the Investor; or (iii) if the Investor is a privately held entity, any Person having a beneficial interest in the Investor; is

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<sup>1</sup> These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

a country, territory, individual or entity named on an OFAC List nor is a Person prohibited under any OFAC Program.

(c) None of: (i) the Investor; (ii) any Person controlling or controlled by the Investor; or (iii) if the Investor is a privately held entity, any Person having a beneficial interest in the Investor; is a senior foreign political figure,<sup>2</sup> any immediate family Member<sup>3</sup> or close associate<sup>4</sup> of a senior foreign political figure.

**5. Anti-Money Laundering Representations, Warranties and Covenants.** Investor acknowledges that the Company seeks to comply with all applicable laws concerning money laundering and related activities (*individually and collectively, the “Anti-Money Laundering Laws”*), including the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001. In furtherance of the foregoing, and as a material inducement to the Company to accept the Subscription and to sell the Investor the Subscribed Units, the Investor hereby acknowledges, represents, warrants and covenants (*as applicable*) to the Company as follows:

(a) To the best of the Investor’s knowledge, based upon appropriate diligence and investigation, none of the cash or property that the Investor has paid, will pay or will contribute to the Company has been or will be derived from, or related to, any activity that is deemed criminal under any applicable Anti-Money Laundering Laws.

(b) To the best of the Investor’s knowledge, no contribution or payment by the Investor to the Company, to the extent that it is within the Investor’s control, will cause the Company to be in violation of any of applicable Anti-Money Laundering Laws.

(c) Investor will provide to the Company, immediately upon request, any and all additional information regarding the Investor that the Company deems necessary to ensure compliance with all Anti-Money Laundering Laws.

(d) Investor agrees that if at any time it is discovered that any of the foregoing representations are incorrect, or if otherwise required by any applicable Anti-Money Laundering Laws, the Company, or any of the officers, directors, employees and/or agents thereof, may undertake appropriate actions to ensure compliance with such Anti-Money Laundering Laws, including, but not limited to segregation and/or redemption of the Investor’s investment in the Company.

(e) Investor agrees that the Company may release confidential information about the Investor and, if applicable, any underlying beneficial owners, to the proper authorities if the Company, in its sole discretion, determines that it is in the best interests of the Company in light of applicable Anti-Money Laundering Laws.

(f) Investor agrees that the foregoing representations and warranties may be used as a defense in any actions relating to the Company and/or the Offering, and that it is only on the basis of such representations and warranties that the Company may be willing to accept the Investor’s Subscription.

**6. ERISA Representations, Warranties and Covenants.** Investor acknowledges that the Company seeks to comply with the provisions of the U.S. Employee Retirement Income Security Act of 1974,

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<sup>2</sup> A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. 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>3</sup> “Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

<sup>4</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 U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

as amended (“**ERISA**”) and the Internal Revenue Code (*the* “**IRC**”) and all rules and regulations made thereunder governing “employee benefit plans” and the like. In furtherance of the foregoing, and as a material inducement to the Company to accept the Subscription and to sell the Investor the Subscribed Shares, to the extent any Investor is an “employee benefit plan” as defined under ERISA or a “plan” as defined under Section 4975(e)(1) of the IRC (*each such employee benefit plan or plan, a “Plan”*), has a twenty-five percent (25%) or more of any class of equity interests owned directly or indirectly by one or more Plans (*each a “25% Plan-Owned Investor”*) or is otherwise treated as a Plan under ERISA or the IRC, the Investor hereby acknowledges, represents, warrants and covenants (*as applicable*) to the Company as follows:

(a) The Person identified as the “custodian” on the signature page to this Agreement (*the “Signer”*) and executing this Agreement on behalf of Investor is either: (i) a fiduciary (*who is not a holder of interests or an affiliate of Investor*) with respect to the Investor with authority to cause the Investor to invest in the Company or (ii) executing this Agreement pursuant to the proper direction of such a fiduciary, or (iii) an “investment manager” (*as such term is defined under ERISA*) which has been properly appointed by a fiduciary to manage the assets of such Plan.

(b) The Subscription has been duly approved by all other fiduciaries of the Investor whose approval is required, if any, and is not prohibited by ERISA, the IRC or any other Plan Laws or prohibited or restricted by any provisions of the Investor’s Organizational Documents.

(c) Signer has: (i) independently determined that an investment in the Company satisfies all applicable requirements of Section 404(a)(1) of ERISA and is not a prohibited transaction under Section 406 of ERISA or Section 4975 of the IRC; (ii) requested and received from the Company all information that the Signer, after due inquiry, deemed relevant to such determinations; (iii) given appropriate consideration to those facts and circumstances that, given the scope of the Signer’s investment duties, the Signer knows or should know are relevant to this investment, including the role the investment plays in that portion (*or those portions*) of the Signer’s investment portfolio(s) with respect to which the Signer has investment duties; (iv) taken into account that there is a risk of loss of the investment in the Subscribed Shares and/or the Company, and that such investment will be relatively illiquid so that invested funds (*including, without limitation, the Purchase Price*) will not be readily available for the payment of benefits. Taking into account these factors and all other factors relating to Units and the Company, Signer has concluded that this investment is an appropriate part of the overall investment program of the Investor.

(d) Signer acknowledges that: (i) neither the Company (*nor any of its directors, officers, employees, agents or affiliates*) provides any investment advice on a regular basis to the Investor or the Signer, or provided any investment advice that serves as the primary basis of any investment decisions the Signer makes as to any of the Investor’s assets that would be invested in the Company, or (ii) the Signer has obtained investment and tax advice independent from the Company (*and its directors, officers, employees, agents or affiliates*), and has not relied on the Company (*or any of its directors, officers, employees, agents or affiliates*), in connection with the Signer’s decision to make an investment in the Company or the tax consequences of such investment.

(e) In making an investment in the Company, the Investor and the Signer are acting solely for the Investor’s benefit and not for the benefit of any of the Company or any “party in interest” (*as defined in ERISA*) or “disqualified person” (*as defined in the IRC*) of the Investor.

(f) Promptly after the Investor obtains knowledge thereof, Signer will notify the Company in writing of: (i) any termination, substantial contraction, merger or consolidation, or transfer of assets of the Investor; (ii) any amendment to the governing instrument(s) of the Investor that materially affects the investments of such Investor or the authority of any named fiduciary or investment manager to authorize investments by such Investor; and (iii) any change in the identity of any named fiduciary or investment manager of the Investor.

**7. FATCA Representations, Warranties and Covenants.** Investor acknowledges that the Company seeks to comply with, and to satisfy any and all requirements imposed under, Sections 1471 through 1474 of the IRC, any and all U.S. Treasury Regulations that have been or may be promulgated under Sections



1471 through 1474 of the IRC, and/or any Internal Revenue Service guidance that has been or may be published relating to one or more of the foregoing (*individually and collectively, the “FATCA Laws”*). In furtherance of the foregoing, and as a material inducement to the Company to accept the Subscription and to sell the Investor the Subscribed Units, the Investor hereby acknowledges, represents, warrants and covenants (*as applicable*) to the Company as follows:

(a) Investor will: (i) provide the Company with any and all information, representations, certificates, waivers, or forms relating to the Investor (or its direct or indirect owners or account holders) that are requested from time to time by the Company and that the Company determines, in its sole discretion, are necessary or appropriate in order for the “**Company Entities**” (*i.e., the Company, any entity in which the Company holds (directly or indirectly) an interest, whether in the form of debt or equity, and any member of any “expanded affiliated group” (as defined in section 1471(e)(2) of the IRC) of which any Person described in this parenthetical is a member*) to comply with, and/or satisfy any requirement imposed under, the FATCA Laws; and (ii) take such actions as the Company may reasonably request from time to time in connection with the foregoing.

(b) In the event that the Investor fails to provide any of the information, representations, waivers, certificates or forms (*or undertake any of the actions*) required under this Section 7, the Company will have full authority to take any action it determines in its sole discretion to be necessary or appropriate, including to: (i) compulsorily expel the Investor from the Company in accordance with the Organizational Documents of the Company; and/or (ii) take any other steps as the Company determines, in its sole discretion, are necessary or appropriate to mitigate the consequences of the Investor’s failure to comply with this Section 6 on the Company Entities and the other Investors. If requested by the Company, the Investor will execute any and all documents, opinions, instruments, waivers and certificates as the Company has reasonably requested or that are otherwise required to effectuate the foregoing.

(c) If the Investor fails to comply with this Section 7, the Investor will, together with all other Investors that fail to comply with the foregoing requirements, indemnify and hold harmless the Company (*and each of the other Company Entities and their respective agents and affiliates*) for any costs or expenses arising out of such failure or failures, including any withholding tax imposed under FATCA Laws on any of the Company Entities and any withholding or other taxes imposed as a result of any action effected pursuant to this Section 7.

**8. Notice of Changes.** Investor hereby covenants that, if any of the representations contained herein cease to be true, the Investor will promptly notify the Company of the facts pertaining to such changed circumstances and promptly provide any and all additional documents and/or information requested by the Company in connection therewith. Absent any such notice, such representations will be deemed made by the Investor at the time of each investment by it in the Company, and may be relied upon as complete and correct by the Company.

**9. Additional Documentation; Further Assurances.** If the Investor is an entity, the Company may request (*in addition to the delivery of the Subscription Documents*) that Investor furnish complete and unabridged copies of any and all Organization Documents of Investor and appropriate authorizing instruments prior to accepting the Subscription. Further, Investor will, at the request of the Company, at any time and from time to time following the execution of this Agreement, promptly execute and deliver, or cause to be executed and delivered, to the Company all such further documents and instruments and take all such further action as may be reasonably necessary or appropriate to confirm or carry out the provisions and intent of this Agreement.

**10. Indemnity.** Each Investor agrees to indemnify and hold harmless the Company (*and each of its officers, directors, managers, employees and agents*) and each of the other Portal Parties from and against any and all loss, liability, claim, damage and expense whatsoever (*including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation or any claim whatsoever commenced or threatened*) arising out of or based upon any false representation or warranty, misinformation, breach or failure by the Investor herein or hereunder or under any other document furnished or delivered by the Investor to any of the foregoing in connection with the Investor’s investment in

the Company or resulting from any unsuccessful suit or proceeding brought by the Investor against the Company and/or any of the Portal Parties.

**11. Reaffirmation of Representations; Survival.** Investor hereby acknowledges that each of the representations provided in this Agreement will be deemed to be reaffirmed by the Investor if/when the Subscription is accepted by the Company (*in whole or in part*), and on the Closing Date, and that the acceptance of any purchased Units by the Investor will be evidence of such reaffirmation. Investor hereby further acknowledges that the representations, warranties, acknowledgments, covenants and indemnifications of Investor contained in this Agreement will, in the event the Subscription is accepted, survive such acceptance and the formation and dissolution of the Company without limitation as to time.

**12. Miscellaneous.**

(a) Entire Agreement. This Agreement, together with the Memorandum and the other Offering Materials, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings (*whether verbal or written*), if any, with respect thereto. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement or in the other Offering Materials, will be binding on such parties.

(b) No Third Party Beneficiaries. Each party signing below understands and acknowledges that this Agreement is being entered into for the exclusive protection and benefit of the parties hereto, and no other Person will have the right of action hereof, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

(c) Expenses. Each of the parties hereto will pay its own respective fees and expenses incurred in connection with the transaction contemplated by this Agreement or the preparation of any of the documents relative hereto, including all attorney's fees.

(d) Underlining; Headings and Construction. The use of underlining within this Agreement is for reference purposes only and no other meaning or emphasis is intended by this use, nor should any be inferred. The section and other headings contained in this Agreement are for convenience and will not be deemed to limit, characterize or interpret any provision of this Agreement. Any word or defined term in this Agreement will be read as singular, plural, masculine, feminine or neuter as may be appropriate under the circumstances then existing.

(e) Severability. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. Any term or provision of this Agreement that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. In the event that any clause, term, or condition of this Agreement will be held invalid or contrary to law: (i) this Agreement will remain in full force and effect as to all other clauses, terms, and conditions; (ii) the subject clause, term, or condition will be revised to the minimum extent necessary to render the modified provision valid, legal and enforceable; and (iii) the remaining provisions of this Agreement will be amended to the minimum extent necessary so as to render the Agreement as a whole most nearly consistent with the parties' intentions in light of the removal of the invalid or illegal provision.

(f) Notices. All notices, requests and demands hereunder will be in writing and: (i) made to a party at such address as a party may designate by written notice to the other parties from time to time in accordance with this provision; and (ii) deemed to have been given or made: (1) if delivered in person, immediately upon delivery, (2) if by nationally recognized overnight courier service with all delivery fees prepaid and with instructions to deliver the next business day, one (1) business day after sending, and (3) if by certified mail, with all postage fees paid and return receipt requested, three (3) business days after mailing. A written notice will also be deemed received on the date delivery will have been refused at the address required by this Agreement. Without limiting the foregoing, until such time as otherwise designated by the respective party all notices made to the Company at its

principal office as provided in the Memorandum, and all notices made to Investor will be sent to the address identified on the signature page to this Agreement.

(g) Legal Counsel; Interpretation. Investor hereby, acknowledges, agrees, represents and warrants (as applicable) to the Company and the other Portal Parties that:

(i) the Company and the other Portal Parties (*as applicable*) have urged, and have given ample opportunity to, Investor to have the terms of this Agreement and the other Offering Materials reviewed by legal counsel of Investor's choice;

(ii) Investor has had ample opportunity to consult with, and receive advice from, legal counsel of Investor's choice with respect to this Agreement and the other Offering Materials and, having had said opportunity, has either consulted with such legal counsel or has made the decision not to consult with legal counsel;

(iii) Investor has executed this Agreement and the other Subscription Documents (*if any*) voluntarily and without duress or compulsion of any kind (*whether legal, economic or otherwise*); and

(iv) any rule of construction, which operates in whole or in part to resolve ambiguities against the drafter of a document, will not apply to the interpretation of this Agreement or any of the other Offering Materials.

(h) Successors and Assigns; Assignment. This Agreement will inure to the benefit of, and be binding upon, the parties and their respective heirs, administrators, legatees, successors and assigns. This Agreement may not be assigned without the express written consent of the non-assigning party hereto; provided, however: (i) the Company may assign its rights and obligations under this Agreement in connection with any collateral security granted to a lending institution and any entity which acquires all or substantially all of the ownership interests and/or assets of the Company; and (ii) Investor may elect, upon written notice delivered to the Company contemporaneously with the execution and delivery of this Agreement, to hold the Subscribed Units in the name of an Affiliate of Investor.

(i) Waiver and Amendments. No waiver, consent, amendment or modification of, or with respect to, any provisions of this Agreement will be effective unless in writing and signed by the party against whom the same is sought to be enforced. No failure or delay by either party in exercising any rights, powers, or remedies under this Agreement will operate as a waiver of any such right, power, or remedy.

(j) Conflict. In the event of any conflict between this Agreement and any of the other Offering Materials other than the Operating Agreement, this Agreement and the will control and take precedence. In the event of any conflict between this Agreement and the Operating Agreement, the Operating Agreement will control and take precedence.

(k) Counterparts. This Agreement may be executed in counterparts. Each such executed counterpart will be deemed an original hereof and all such executed counterparts will together constitute one and the same instrument. Copies of signatures transmitted by facsimile, email, or any other electronic method will be considered authentic and binding.

(l) Remedies Cumulative. The remedies of the parties under this Agreement are cumulative and will not exclude any other remedies to which the acting party may lawfully be entitled.

(m) Reliance. Investor hereby recognizes and acknowledges that: (i) in making any decision to accept or reject this Agreement, the Company will be expressly relying on the truth and accuracy of the representations and warranties of Investor set forth in this Agreement without any

obligation to investigate the same; (ii) such representations and warranties are a material inducement to the Company in accepting this Agreement and agreeing to sell the Subscribed Units to the Investor; and (iii) the Company would not be willing to accept this Agreement, or to sell the Subscribed Units to the Investor, in the absence of any of such representations and warranties.

(n) Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement will be construed and enforced in accordance with and governed by the internal laws of the State of Illinois without regard to the choice or conflict of law principles or rules that may cause the application of the laws of any jurisdiction other than those of the State of Illinois. The parties irrevocably agree and consent that venue is exclusive in the Circuit Court for the County of Cook, State of Illinois or the Northern District for the United States District Court of Illinois, and will be the sole and proper forum for any litigation arising out of or in connection with this Agreement. The parties agree not to commence, maintain or remove any action or proceeding arising out of or relating to this Agreement in any other state or federal court sitting in the State of Illinois or any other state and each party waives any substantive, procedural, jurisdictional, convenient forum, venue or other rights to the contrary. Any and all service of process and any other notice in any such action, suit or proceeding will be effective against any party anywhere in the world if given pursuant to the applicable court rules of the appropriate court having jurisdiction hereunder. Each party also irrevocably waives, to the fullest extent permitted by law: (i) any objection which either of them may have to the laying of venue of any such suit, action or proceeding brought in any such court, and any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and (ii) such party's right to a jury trial for any claims that may arise out of this Agreement.

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SIGNATURE PAGE(S) FOLLOW]***

**EXECUTION PAGE FOR SUBSCRIPTION AGREEMENT BY AN INDIVIDUAL**  
(To be completed by EACH subscribing individual; NOT applicable to subscriptions by entities)

1. **Subscribed Units:** \_\_\_\_\_ (Minimum: 1 Unit (i.e. \$100))  
# of Units

2. **Investor Information:** (Please print all information EXACTLY as you wish it to appear on the Company records)

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

Address \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

3. **Custodian Information:** (required If investing through a self-directed IRA)

Entity Name: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

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

Primary Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

4. **Certifications:** Under the penalties of perjury, and in addition to all other representations and warranties made by Investor hereunder, by signing this Subscription Agreement Investor hereby certifies as follows:

- **Residency Status:** Investor is a resident of the State of Illinois.
- **True and Complete Information:** The true, correct and complete name, address, date of birth and Social Security Number of Investor are set forth above.
- **Accredited Investor Status:** (if the price for the # of Subscribed Units above is more than \$5,000, check all that apply):
  - Investor had an individual income of \$200,000 (or joint income with their spouse of \$300,000) or more in each of the two most recent years and has a reasonable expectation of reaching the same this year;
  - Investor has a net worth, individually or jointly with their spouse, of \$1,000,000 or more, excluding the value their primary residence (and as calculated pursuant to the rules provided in Section (e) of Schedule 1 to the Memorandum).
- **Self-Directed I.R.A.:** (check one):
  - Investor is NOT using the proceeds of Investor's "self-directed" I.R.A. or any other retirement or similar assets, to fund the purchase of the Subscribed Shares (in whole or in part).
  - OR
  - Investor IS using the proceeds of Investor's "self-directed" I.R.A. or any other retirement or similar assets, to fund the purchase of the Subscribed Shares (in whole or in part) and: (a) the Taxpayer Identification Number of such "Custodian" set forth above is the true, correct and complete Taxpayer Identification Number of such entity; and (b) the name of the "Custodian" set forth above, and on the signature page hereto, is the true, correct and complete legal name of such entity.

5. **Joinder To Operating Agreement:** By signing this Subscription Agreement Investor hereby acknowledges and agrees that:

- the Subscribed Units, and all rights of Investor as the holder of the Subscribed Units, are and will at all times be subject to the terms and conditions of that certain Operating Agreement of the Company (as amended and in effect); and
- upon the acceptance of this Subscription Agreement (and the other Subscription Documents) by the Company, Investor will become a "Member" (as defined in the Operating Agreement) of the Company, will be immediately joined and become a party to the Operating Agreement, and will be bound by all of the terms and conditions of the Operating Agreement with respect to the Subscribed Units, and all rights of Investor as the holder of the Subscribed Units, as though an original party thereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

**EXECUTION PAGES FOR SUBSCRIPTION AGREEMENT BY AN INDIVIDUAL**  
(To be completed by EACH subscribing individual; NOT applicable to subscriptions by entities)

**INVESTOR:**

\_\_\_\_\_  
(Signature of Investor)

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

**AND If investing through a self-directed IRA:**

**CUSTODIAN:**

\_\_\_\_\_  
(Entity Name)

For the benefit of: \_\_\_\_\_  
(Beneficiary Name)

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

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

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

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

By signing this Subscription Agreement, Custodian hereby certifies as follows:

Custodian IS an “employee benefit plan” as defined under ERISA or a “plan” as defined under Section 4975(e)(1) of the Internal Revenue Code.

**OR**

Custodian IS NOT an “employee benefit plan” as defined under ERISA or a “plan” as under Section 4975(e)(1) of the Internal Revenue Code.

**AND**

Custodian hereby acknowledges and agrees that the representations and warranties in Section 6 of this Agreement are, to the fullest extent applicable, true and correct in all respects.

**EXECUTION PAGE FOR SUBSCRIPTION AGREEMENT BY AN ENTITY**  
(To be completed by EACH subscribing entity; NOT applicable to subscriptions by individuals)

1. **Subscribed Units:** \_\_\_\_\_ (Minimum: 1 Unit (i.e. \$100))  
# of Units

2. **Investor Information:** (required)

(Please print all information **EXACTLY** as you wish it to appear on the Company records)

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

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

Primary Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_ Fiscal Year End: \_\_\_\_\_

Entity Type (Check one):

Corporation

Limited Liability Company (LLC)

Limited Liability Partnership (LLP)

Limited Partnership (LP)

General Partnership

Other (specify): \_\_\_\_\_

3. **Certifications:** Under the penalties of perjury, and in addition to all other representations and warranties made by Investor hereunder, by signing this Subscription Agreement Investor hereby certifies as follows:

- **Residency Status:** Investor is an entity formed, operating, and in good standing under the laws of the State of Illinois.
- **True and Complete Information:** The true, correct and complete name, address and Taxpayer Identification Number (if any) of Investor are set forth above.
- **Accredited Investor Status:** (if the price for the # of Subscribed Units above is more than \$5,000, check all that apply):
  - Investor is an entity in which all of the equity owners are "Accredited Investors;"
  - Investor is an organization described in Section 501(c)(3) of the Internal Revenue Code or a corporation, a Massachusetts or similar business trust, or partnership) not formed for the specific purpose of acquiring the Offered Units, with total assets in excess of \$5,000,000;
  - Investor meets one or more of the other applicable qualifications identified on Schedule 1 to the Memorandum (please specify applicable Section(s), if any \_\_\_\_\_).

4. **Joinder To Operating Agreement:** By signing this Subscription Agreement Investor hereby acknowledges and agrees that:

- the Subscribed Units, and all rights of Investor as the holder of the Subscribed Units, are subject to all terms and conditions of that certain Operating Agreement of the Company (as amended and in effect); and
- upon the acceptance of this Subscription Agreement (and the other Subscription Documents) by the Company, Investor will become a "Member" (as defined in the Operating Agreement) of the Company, will be joined and become a party to the Operating Agreement and will be bound by all of the terms and conditions of the Operating Agreement with respect to the Subscribed Units.

**INVESTOR:**

\_\_\_\_\_  
(Entity Name)

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

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

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

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