

Subscription Documents For
Legacy Capital Fund LP
a Utah limited partnership
(U.S. INVESTORS)

Fund Administrator:

NAV Fund Administration Group
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**COVER SHEET WITH
SUBSCRIPTION DOCUMENTS INSTRUCTIONS**

Enclosed herewith are the instructions (in the manner described below) and subscription documents (the “**Subscription Documents**”) that prospective investors must complete. For purposes of these Subscription Documents, the “**Investor**” is the person or entity for whose account the Capital Commitment is being made to purchase the Interests. Another person or entity with investment authority may execute the Subscription Documents on behalf of the Investor but should indicate the capacity in which it is doing so and the name of the Investor. If the Investor is a natural person, then the Investor is an “**Individual**.” If the Investor is not a natural person, then the Investor is an “**Entity**.” Capitalized terms used herein and not defined herein have the meanings set forth in the Amended and Restated Limited Partnership Agreement (as amended or supplemented from time to time, including all exhibits and schedules thereto, the “**Partnership Agreement**”) of Legacy Capital Fund LP (the “**Partnership**”).

1. Subscription Agreement:

- (a) Page 12 - Fill in amount of the Capital Commitment.
- (b) Page 12 - Choose the signature block which best represents the type of investor (i.e., Individual or Entity) by checking the corresponding box adjacent, and date, print the name of the Investor, and sign (printing name, capacity and title, if applicable).

2. Investor Data Sheet:

Pages 14 & 15 - Please complete the Investor Data Sheet.

3. Investor Questionnaire:

- (a) Page 16 - Each Investor should print the name of the Investor in Section A, only using the signature block that is applicable to the Investor.
- (b) Pages 16 & 17 - Individuals should provide the information and respond to all questions in Section B (including Annex 2). Section B applies only to **Individuals** who are subscribing, **not Entities**.
- (c) Pages 18 – 22 - Entities should provide the information and respond to all questions in Section C (including Annex 2). Section C applies only to **Entities** that are subscribing, **not Individuals**.
- (d) Page 23 - Print the name of the Investor and sign in the applicable signature block (printing name, capacity and title, if applicable).

4. W-9 Tax Form:

Fill in, sign and date an IRS Form W-9 in accordance with the instructions to the Form, which can be found online here: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

5. Evidence of Authorization and Further Documentation:

Individuals should provide a copy of a passport or a driver’s license with photograph and their country of citizenship. Each Investor that is an Entity must provide satisfactory evidence of authorization (including the names of all persons authorized to sign for the entity, on subscription documents or any changes thereto (including changes to wire instructions)). Corporations must submit certified corporate resolutions

authorizing the subscription and identifying the corporate officer(s) empowered to sign the Subscription Documents. Corporations must also provide a copy of the certificate of incorporation or other information identifying the place of incorporation. Partnerships must submit a certified copy of the partnership certificate (in the case of limited partnerships) or partnership agreement identifying the general partners. Limited liability companies must submit a copy of the operating agreement identifying the manager(s) or managing member(s), as applicable, and a copy of the certificate of formation or other information identifying the place of formation. Trusts must submit a copy of the trust agreement. Employee benefit plans must submit a certificate of an appropriate officer certifying that the subscription has been authorized and identifying the individual(s) empowered to sign the Subscription Documents. Entities may be required to furnish other or additional documentation evidencing the authority to invest in the Partnership as determined by the General Partner.

6. *KYC Documents:*

Pursuant to legal requirements applicable to the General Partner, the Partnership and/or their respective agents, Assignee may be asked to provide certain “Know Your Customer” or “KYC” information to the General Partner. Such requests will be made separately on a case-by-case basis.

7. *Delivery of Subscription Documents:*

Subscription Documents, consisting of the following completed and signed documents:

- (a) the Subscription Agreement;
- (b) the Investor Data Sheet;
- (c) the Investor Questionnaire (including Annex 2);
- (d) a signed IRS Form W-9;
- (e) Supporting Documentation and Certifications; and
- (f) any required documentation and annexes, as described above, should be delivered by the Investor via electronic mail to General Partner via its third-party administrator. If, under special circumstances, you cannot submit the Subscription Documents and required information through the above-mentioned method, please contact scott@legacypital.fund.

Inquiries regarding subscription procedures should be directed to:

Legacy Capital LLC
7533 S. Center View CT #4768
West Jordan, UT 84084
Email: scott@legacypital.fund

If the Investor Questionnaire indicates that any Investor’s response to a question requires further information, such Investor should contact the General Partner. If the Investor’s subscription is accepted by the General Partner (in whole or in part), a fully executed electronic copy of the Subscription Documents will be provided to the Investor (or hard copy upon request).

US ID Rules. Individual Investors are required to provide a photocopy of a valid US Driver’s License or State ID, or a copy a valid Passport.

Partnerships are required to provide a copy of the state registration of the Fund along with a copy of the signed Fund agreement identifying the General Partner and/or the designate

empowered to sign the Subscription Documents. We also request a list of individuals or entities who own over 25% of the Fund with their names and country of citizenship.

Trusts are required to provide a full copy of the trust agreement or relevant portions thereof including the grantor declarations page and signature pages, and any other portions showing appointment and authority of trustee(s). A photocopy of a valid US Driver's License or State ID, or a copy of a valid Passport will also be required for the individual trustees. We also request a list of individuals or entities whose beneficial ownership is over 25% of the Trust with their names and country of citizenship.

Corporations are required to provide a copy of the state registration of the corporation along with a copy of its articles of incorporation. Also, a list of officer signatures or signed, certified corporate resolutions identifying the corporate officer(s) empowered to sign the Subscription Documents will be required. We also request a list of individuals or entities who own over 25% of the Corporation with their names and country of citizenship.

LLC Investors are required to provide a copy of the state registration of the LLC along with a copy of the signed operating agreement identifying the Managing Member(s) empowered to sign the Subscription Documents. We also request a list of individuals or entities who own over 25% of the LLC with their names and country of citizenship.

Custodial accounts (such as IRAs) are required to provide the identification documentation for the custodian such as copy of the state registration of the corporation along with a copy of its articles of incorporation, along with the identification documentation for the beneficiary, for example, a photocopy of a valid US Driver's License or State ID, or a copy a valid Passport. In lieu of the identification documentation for the beneficiary, the custodian can provide an AML Letter.

SUBSCRIPTION AGREEMENT
U.S. Investors

Legacy Capital Fund LP
c/o Legacy Capital LLC
7533 S. Center View CT #4768
West Jordan, UT 84084

Ladies and Gentlemen:

1. Subscription. The undersigned (the “**Investor**”) subscribes for and agrees to purchase limited partnership interests (“**Interests**”) in Legacy Capital Fund LP, a Utah limited partnership (the “**Partnership**”), with a Capital Commitment (as defined in the Partnership Agreement referred to below) set forth on the signature page below. The Investor acknowledges and agrees that this subscription (i) is irrevocable on the part of the Investor, (ii) is conditioned upon acceptance by Legacy Capital LLC, a Utah limited liability company (the “**General Partner**”), as general partner on behalf of the Partnership, and may be accepted or rejected in whole or in part by the General Partner in its sole discretion and (iii) will expire if not accepted by the General Partner on or prior to six (6) months from the date hereof. The Investor agrees to be bound by all the terms and provisions of the Limited Partnership Agreement of the Partnership (as amended or supplemented from time to time, including all exhibits and schedules thereto, the “**Partnership Agreement**”) in the final form provided to the Investor. Capitalized terms used herein and not defined herein have the meanings set forth in the Partnership Agreement.

2. Representations and Warranties of the Investor. To induce the General Partner, on behalf of the Partnership, to accept this subscription, the Investor represents and warrants as follows:

(a) The Investor has been furnished and has carefully read and considered the Confidential Private Placement Memorandum relating to the Partnership (as amended or supplemented from time to time, including all appendices thereto, the “**Memorandum**”), and a form of the Partnership Agreement. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Interests, is able to bear the risks of an investment in the Interests and understands the risks of, and other considerations relating to, a purchase of an Interest, including the matters set forth under Section IX — “Risk Factors and Conflicts of Interest” in the Memorandum.

(b) The Interests to be acquired hereunder are being acquired by the Investor for the Investor’s own account for investment purposes only and not with a view to resale or distribution.

(c) The Investor has been furnished with and has carefully read the General Partner’s privacy policy.

(d) The Investor understands that the Interests have not been registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), the securities laws of any state of the United States or the securities laws of any other country or jurisdiction, nor is such registration contemplated. The Investor understands and agrees further that the Interests must be held indefinitely unless they are subsequently registered under the Securities Act and these laws or an exemption from registration under the Securities Act and these laws covering the sale of the Interests is available. Even if such an exemption is available, the assignability and transferability of the Interests will be governed by the Partnership Agreement, which imposes substantial restrictions on transfer. The Investor understands that legends stating that the Interests have not been registered under the Securities Act and these laws and setting out or referring to the restrictions on the transferability and resale of the Interests will be placed on all documents evidencing the Interests (or any portion thereof). The Investor’s overall Capital Commitment to the Partnership and other

investments that are not readily marketable is not disproportionate to the Investor's net worth and the Investor has no need for immediate liquidity in the Investor's investment in the Interests.

(e) The Investor understands that the Partnership will not be registered as an investment company under the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"). Unless otherwise indicated in the Investor Questionnaire submitted by the Investor herewith, the Investor is (i) an "*accredited investor*" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act ("**Regulation D**"). To the extent that any "look-through" rules apply to the Investor under the Securities Act, United States Investment Advisers Act of 1940, as amended (the "**Advisers Act**"), or the Investment Company Act, each Person that holds an equity interest in the Investor is, and each Person that at any time in the future holds an equity interest in the Investor will be, an "accredited investor," as so defined. The Investor is not subject to any sanction, order or other disciplinary status that would limit its ability to invest in the Partnership or participate as a Limited Partner, or otherwise that would limit the ability of the Partnership to carry out the offering of Interests (including under Regulation D).

(f) To the full satisfaction of the Investor, the Investor has been furnished any materials the Investor has requested relating to the Partnership, the Warehouse Investments, the Investments, the offering of Interests or any statement made in the Memorandum or the Partnership Agreement, and the Investor has been afforded the opportunity to ask questions of representatives of the Partnership concerning the Partnership, the Warehouse Investments, the Investments, and the terms and conditions of the offering and to obtain any additional information necessary to verify the accuracy of any statements, representations or information set forth in the foregoing materials and to make an informed investment decision with respect to an investment in the Partnership.

(g) Other than as set forth herein or in the Memorandum or the Partnership Agreement, the Investor is not relying, and will not rely with respect to the Interests, upon any other information (including, without limitation, any advertisement, article, notice or other communication published in any newspaper, magazine, website or similar media or broadcast over television or radio, and any seminars or meetings whose attendees have been invited by any general solicitation or advertising), representation or warranty by the Partnership, the General Partner, their respective affiliates or any agent or representative of them, written or otherwise, in determining to invest in the Partnership, and expressly acknowledges that neither the Partnership, the General Partner, or any of their directors, officers, employees, partners, shareholders, affiliates, advisers, attorneys in fact, representatives or agents makes or has made any representations or warranties to it in connection therewith. The Investor has, independently and without reliance upon the Partnership, the General Partner, or any of their directors, officers, employees, partners, shareholders, affiliates, advisers, attorneys-in-fact, representatives or agents, and based on such documents and information as the Investor has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition, creditworthiness and consequences of investing in the Partnership and the Investments to be made by the Partnership and made its own investment decision with respect to the investment represented by the Interests. The Investor has consulted to the extent deemed appropriate by the Investor with the Investor's own advisers as to the financial, tax, legal, accounting, regulatory and related matters concerning an investment in the Interests and on that basis understands the financial, tax, legal, accounting, regulatory and related consequences of an investment in the Interests and believes that an investment in the Interests is suitable and appropriate for the Investor.

(h) If the Investor is not a natural person, (i) the Investor has the power and authority to enter into this Subscription Agreement, the Partnership Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for Interests, and to perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby and (ii) the person signing this Subscription Agreement on behalf of the Investor has been duly authorized

to execute and deliver this Subscription Agreement, the Partnership Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for Interests. If the Investor is an individual, the Investor has all requisite legal capacity to acquire and hold the Interests and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by the Investor in connection with this subscription for Interests. The execution and delivery by the Investor of, and compliance by the Investor with, this Subscription Agreement, the Partnership Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for Interests does not violate or represent a breach of, or constitute a default under, any instruments governing the Investor, any law, regulation or order, or any agreement to which the Investor is a party or by which the Investor is bound. This Subscription Agreement has been duly executed by the Investor and constitutes, and the Partnership Agreement, when the Investor is admitted as a Limited Partner, will constitute, a valid and legally binding agreement of the Investor, enforceable against it in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, by equitable principles (whether considered in a proceeding in equity or at law) and by an implied covenant of good faith and fair dealing).

(i) If the Investor is, or is acting (directly or indirectly) on behalf of, a "Plan" (defined below) which is subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or any provisions of any Similar Law (as defined below): (1) the decision to invest in the Partnership was made by a fiduciary (within the meaning of Section 3(21) of ERISA and the regulations thereunder, or as defined under applicable Similar Law) (a "Fiduciary") of the Plan which is unrelated to the General Partner or any of its employees, representatives or Affiliates and which is duly authorized to make such an investment decision on behalf of the Plan (the "Plan Fiduciary"); (2) the Plan Fiduciary has taken into consideration its fiduciary duties under ERISA or any applicable Similar Law, including the diversification requirements of Section 404(a)(1)(C) of ERISA (if applicable), in authorizing the Plan's investment in the Partnership, and has concluded that such investment is prudent; (3) the Plan's subscription to invest in the Partnership and the purchase of Interests contemplated thereby is in accordance with the terms of the Plan's governing instruments and complies with all applicable requirements of ERISA, the Code and all applicable Similar Laws and does not constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Law; (4) the Plan Fiduciary acknowledges and agrees that neither the General Partner nor any of its employees, representatives or Affiliates will be a fiduciary with respect to the Plan as a result of the Plan's investment in the Partnership, pursuant to the provisions of ERISA or any applicable Similar Law, or otherwise, and the Plan Fiduciary has not relied on, and is not relying on, the investment advice of any such person with respect to the Plan's investment in the Partnership; and (5) the Plan Fiduciary acknowledges and agrees that the Plan's investment in the Partnership may be subject to redemption if necessary to prevent investments by Plans from equaling or exceeding 25% of the Partnership's assets. "Plan" includes (i) an employee benefit plan (within the meaning of Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is described in Section 4975 of the Code, whether or not subject to Section 4975 of the Code and (iii) fund or funds, an insurance company separate account, insurance company general account, group trust, bank common or collective trust or any other entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements pursuant to ERISA or otherwise.

(j) If the Investor is (directly or indirectly) investing the assets of a Plan which is not subject to Title I of ERISA or Section 4975 of the Code but is subject to any other federal, state, local, non-U.S. or other laws or regulations that could cause the underlying assets of the Partnership to be treated as assets of the Plan by virtue of its investment in the Partnership and thereby subject the Partnership and the General Partner (or other persons responsible for the investment and operation of the Partnership's assets) to laws

or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code (“**Similar Law**”), the Partnership’s assets will not constitute the assets of such Plan under the provisions of any applicable Similar Law.

(k) Each Investor (directly or indirectly) investing the assets of a Plan subject to Title I of ERISA, Section 4975 of the Code or any Similar Law hereby acknowledges and agrees that, in the event the Partnership forms an intermediate entity (an “**Intermediate Entity**”) through which Limited Partners may participate in an investment in the Partnership or an Alternative Vehicle, by making a capital contribution to the Intermediate Entity, such Investor shall be deemed (i) during any period when the assets of the Intermediate Entity are deemed to constitute “plan assets” for purposes of Title I of ERISA, Section 4975 of the Code or applicable Similar Law, to direct the general partner (or other managing entity) of such Intermediate Entity to invest the amount of such capital contribution in the Partnership or Alternative Vehicle, as applicable, and acknowledge that the general partner (or other managing entity) of the Intermediate Entity will act as a directed custodian with respect to the assets of such Plan for the limited purpose of making the investment as directed, but will not have discretionary authority or control over plan assets or administration and is not intended to be a fiduciary with respect to the assets of such Plan for purposes of ERISA, Section 4975 of the Code or any applicable Similar Law and (ii) to represent that such capital contribution, and the transactions contemplated by such direction, will not result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code, or a violation or any applicable Similar Law.

(l) The Investor has, based on its own investigation of the Partnership and the Warehouse Investments and other Investments to be made by the Partnership, made its own independent analysis of the likelihood of their success. The Investor acknowledges and agrees that any information regarding economic and market information contained in the Memorandum has been obtained or derived from sources prepared by other parties and that none of the Partnership, the General Partner, or any of their respective directors, officers, employees, partners, shareholders, affiliates, advisers, attorneys-in-fact, representatives or agents assumes any responsibility for the adequacy, accuracy, completeness or reliability of such information. Furthermore, the Investor acknowledges and agrees that the Memorandum has not been updated by the General Partner and does not purport to be comprehensive or complete or to contain all information or to describe all material risks and potential conflicts of interest that a potential Investor may consider material in making a decision to invest in the Partnership and that the Investor must perform its own independent due diligence and independent analysis of the merits and risks of an investment in the Partnership prior to subscribing for the Interests. The Investor acknowledges each of the disclaimers set forth in the legends contained in the forepart of the Memorandum and further acknowledges and agrees that such Memorandum is proprietary information and does not give rise to any legal obligation on the part of the Partnership, the General Partner, any investment manager (the “Investment Manager”), or any of their respective directors, officers, employees, partners, shareholders, affiliates, advisers, attorneys-in-fact, representatives or agents.

(m) The Investor was offered the Interests through private negotiations and in the state listed in the Investor’s permanent address set forth in the Investor Questionnaire or previously provided to the General Partner, and intends that the securities laws of that state govern the Investor’s subscription.

(n) The Investor has notified the General Partner in writing of all written investment policies to which the Investor is subject which could, pursuant to the Partnership Agreement, restrict its ability to participate in potential Investments, and the General Partner has acknowledged the applicability of such policy for such purpose in writing.

(o) The Investor hereby acknowledges and agrees that, as and to the extent provided for in the Partnership Agreement, if the General Partner reasonably determines that for legal, tax, regulatory or

other relevant business considerations it is in the best interests of some or all of the Partners that all or a portion of any of the Partnership's Investments be held through one or more Parallel Vehicles, the General Partner may in its sole discretion (i) if such determination is made after delivery of this Subscription Agreement to the General Partner but prior to the Investor's admission as a Limited Partner of the Partnership, deem the Investor's subscription hereunder to have been for limited partnership interests in such Parallel Vehicle (with all of the terms of and references made herein to the Partnership being deemed to apply equally to such Parallel Vehicle) and admit the Investor as a limited partner of such Parallel Vehicle or (ii) if such determination is made after the Investor has been admitted as a Limited Partner of the Partnership, require the Investor to withdraw all or a portion of its Interest from the Partnership and to become a limited partner of such Parallel Vehicle (with respect to such Limited Partner's Capital Commitment, or relevant portion thereof) and, in connection therewith, take any other necessary action to consummate the foregoing (including, without limitation, the execution as the Investor's attorney-in-fact of the limited partnership agreement of such Parallel Vehicle and any related transfer or other documentation necessary to consummate such withdrawal and admission of the Investor). A copy of the limited partnership agreement of any such Parallel Vehicle shall, to the extent practicable, be provided to its limited partners prior to their admission thereto.

(p) The Investor will not transfer or deliver any interest in the Interests except in accordance with the restrictions set forth in the Partnership Agreement.

(q) The Investor will bear all of the costs, fees and expenses incurred by the Investor in connection with this subscription, whether or not such subscription is accepted or rejected by the General Partner.

(r) The Investor (i) has not been convicted, within the past 10 years, of any felony or misdemeanor within the United States (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the United States Securities and Exchange Commission (the "SEC"); or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities; (ii) is not subject to any order, judgment or decree of any court of competent jurisdiction, entered within the past 5 years, that restrains or enjoins the Investor from engaging or continuing to engage in any conduct or practice: (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the SEC; or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities; (iii) is not subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the U.S. National Credit Union Administration that (A) bars the Investor from: (x) association with an entity regulated by such commission, authority, agency or officer; (y) engaging in the business of securities, insurance or banking; or (z) engaging in savings association or credit union activities; or (B) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within the past 10 years; (iv) is not subject to an order of the SEC entered pursuant to Section 15(b) or 15B(c) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act") or Section 203(e) or (f) of the Advisers Act that (A) suspends or revokes the Investor's registration as a broker, dealer, municipal securities dealer or investment adviser, (B) places limitations on the Investor's activities, functions or operations or (C) bars the Investor from being associated with any entity or from participating in the offering of any penny stock; (v) is not subject to any order of the SEC entered within the past 5 years that orders the Investor to cease and desist from committing or causing a violation or future violation of: (A) any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Advisers Act, or any other rule or regulation thereunder; or (B) Section 5 of the

Securities Act; (vi) is not suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade; (vii) has not filed (as a registrant or issuer), or was not or was not named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within the past 5 years, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; and (viii) is not subject to a United States Postal Service false representation order entered within the past 5 years, or is not subject to temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representation. In addition, each of the foregoing representations in this paragraph 2(r) is true with respect to each other person who, within the meaning of Section 506(d) of Regulation D under the Securities Act, would be a “beneficial owner of 20% or more of the issuer’s outstanding voting equity securities” with respect to the Investor’s interest in the Partnership. The Investor will promptly notify the General Partner if any part of this paragraph 2(r) ceases to be true and correct at any time in the future (with respect to the Investor or such of its beneficial owners at such time).

3. *Taxpayer Certification.*

(a) The Investor certifies under penalties of perjury that the Investor has completed Form W-9 included as part of the accompanying Subscription Documents, that the information contained therein is correct and that the name and address provided in the Investor Data Sheet are correct.

(b) Upon request, the Investor will provide the General Partner with any required waiver of local privacy laws that could otherwise prevent disclosure of information to the General Partner or the IRS for purposes of Chapter 3, Chapter 4 or Chapter 61 of the Code, and any other documentation required to establish an exemption from, or reduction in, withholding tax or to permit the General Partner to comply with information reporting requirements pursuant to Chapter 3, Chapter 4 or Chapter 61 of the Code and within ten (10) days of the Investor’s receipt of notice that the Investor is a partner or other member of a Parallel Vehicle or Alternative Vehicle, provide to the Partnership a new accurate and reliable IRS Form W-9, and such additional documentation that is required, as described in clause (a) or this clause (b), if the form previously submitted by the Investor is not applicable to any investment held through any such vehicle. The Investor will (x) provide written notice to the Partnership within ten (10) days of any change in the Investor’s U.S. tax or withholding status, and (y) execute properly and provide to the Partnership, within ten (10) days of written request by the General Partner, any other tax documentation that may be reasonably required by the General Partner in connection with the operation of the Partnership, including without limitation any document requested by the General Partner in connection with the Partnership, any Parallel Vehicle or Alternative Vehicle complying with Sections 1471 through 1474 of the Code (“**FATCA**”) or establishing an exemption or reduction in withholding under FATCA.

(c) The Investor understands that investors who fail to provide their correct social security or taxpayer identification numbers could be subject to United States withholding tax on a portion of their distributive shares of the Partnership’s income.

4. *Source and Use of Funds.*

(a) Neither the Investor, nor any person having a direct or indirect beneficial interest in the Interests to be acquired, (A) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”) nor are they otherwise a party with which the Partnership is prohibited to deal under the laws of the United States, or

(B) is a person identified as a terrorist organization on any other relevant lists maintained by governmental authorities. The Investor further represents that the monies used to fund the investment in the Interests are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, any country (i) under a U.S. embargo enforced by OFAC, (ii) that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force on Money Laundering or (iii) that has been designated by the U.S. Secretary of the Treasury as a “primary money-laundering concern.” The Investor further represents that, if the Investor is a natural person, the Investor is not a person who is or has been trusted with prominent public functions, such as Head of State or of government; a senior politician; a senior government, judicial or military official; a senior executive of a state-owned corporation; an important political party official; or a close family member or close associate of any such person. The Investor further represents and warrants that the Investor: (x) has conducted thorough due diligence with respect to all of its beneficial owners, (y) has established the identities of all beneficial owners and the source of each of the beneficial owner’s funds and (z) will retain evidence of any such identities, any such source of funds and any such due diligence. Pursuant to anti-money laundering laws and regulations, the General Partner may be required to collect documentation verifying the Investor’s identity and the source of funds used to acquire an Interest before, and from time to time after, acceptance by the General Partner of this Subscription Agreement. The Investor further represents that the Investor does not know or have any reason to suspect that (I) the monies used to fund the Investor’s investment in the Interests have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities, and (II) the proceeds from the Investor’s investment in the Interests will be used to finance any illegal activities. The Investor further represents and warrants that it has conducted appropriate due diligence of any beneficial owner who is (i) a Senior Foreign Political Figure (“**SFPF**”), (ii) an immediate family member of the SFPF, (iii) a person who is widely known (or is actually known by the Investor) to maintain a close personal relationship with any such individual, or (iv) a corporation, business or other entity that has been formed by or for the benefit of such individual. An “SFPF” is (i) a current or former senior official in the executive, legislative, administrative, military, or judicial branch of a foreign government (elected or not); (ii) a senior official of a major foreign political party; (iii) a senior executive of a foreign government owned commercial enterprise, being a corporation, business or other entity formed by or for the benefit of any such individual; or (iv) any corporation, business or other entity formed by or for the benefit of such an individual.

(b) The Investor will provide to the General Partner at any time during the term of the Partnership such information as the General Partner determines to be necessary or appropriate (i) to comply with the anti-money laundering laws, rules and regulations of any applicable jurisdiction and (ii) to respond to requests for information concerning the identity of Limited Partners from any governmental authority, self-regulatory organization or financial institution in connection with its anti-money laundering compliance procedures, or to update such information. The Investor understands and agrees that if at any time it is discovered that any of the foregoing representations are incorrect, or if otherwise required by applicable laws or regulations, the General Partner may undertake appropriate actions, and the Investor agrees to cooperate with such actions, to ensure continued compliance with applicable laws or regulations, including, but not limited to, freezing, segregating or requiring the Investor to withdraw the Investor’s Interest in the Partnership. The Investor further understands and agrees that the General Partner may release confidential information about the Investor (and, if applicable, any underlying beneficial owners of the Investor) to appropriate authorities if such General Partner, in its sole discretion, determines that it is in the Partnership’s best interests to do so in light of applicable laws and regulations.

(c) The Investor represents that in the event that it is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “**Non-U.S. Bank**”) in connection with the Investor’s investment in Interests, such Non-U.S. Bank: (i) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities;

(ii) employs one or more individuals on a full-time basis; (iii) maintains operating records related to its banking activities; (iv) is subject to inspection by the banking authority that licensed it to conduct banking activities; and (v) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate. The Investor further agrees and acknowledges that, among other remedial measures, (x) the Partnership may be obligated to “freeze the account” of such Investor, either by prohibiting additional investments by the Investor and/or segregating assets of the Investor in compliance with governmental regulations and/or if the General Partner determines in its sole discretion that such action is in the best interests of the Partnership and (y) the Partnership may be required to report such action or confidential information relating to the Investor (including, without limitation, disclosing the Investor’s identity) to the regulatory authorities.

(d) The representations and warranties set forth in this paragraph 4 shall be deemed repeated and reaffirmed by the Investor to the General Partner as of each date that the Investor is required to make a capital contribution to, or receives a distribution from, the Partnership. If at any time during the term of the Partnership, the representations and warranties set forth in this paragraph 4 cease to be true, the Investor shall promptly so notify the General Partner in writing.

5. Further Advice and Assurances.

(a) All information that the Investor has provided to the Partnership, including the information in this Subscription Agreement (including the Investor Data Sheet and the Investor Questionnaire), is true, correct and complete as of the date hereof, and the Investor agrees to notify the General Partner immediately if any representation, warranty or information contained in this Subscription Agreement (including the Investor Data Sheet and Investor Questionnaire), becomes untrue or incomplete at any time. The Investor agrees to provide such information and execute and deliver such documents regarding itself and all of its beneficial owners as the Partnership may reasonably request from time to time to verify the accuracy of the Investor’s representations and warranties herein, establish the identity, tax residency and citizenship of the Investor and the direct and indirect participants in its investment in Interests, to the extent applicable, to effect the transfer and admission referred to in clause (b) of paragraph 6 below and/or to comply with any law, order, rule or regulation to which the Partnership or the General Partner may be subject, including compliance with anti-money laundering laws and regulations, or for any other reasonable purpose;

(b) This Subscription Agreement constitutes the entire agreement among the parties hereto with respect to the sale of the Interests and may be amended, modified or terminated only by a writing executed by all parties (except as otherwise provided herein);

(c) Within ten (10) days after receipt of written request from the Partnership, the undersigned agrees to provide such information to execute and deliver such documents as may be reasonably necessary to comply with any and all laws and regulations to which the Partnership is subject; and

(d) The Investor is not subject to any back-up withholding due to the IRS.

6. Power of Attorney. The Investor by executing this Subscription Agreement hereby appoints the General Partner, with full power of substitution, as the Investor’s true and lawful representative and attorney-in-fact, and agent of the Investor, to make, execute, sign, acknowledge, verify, swear to, deliver, record *and* file, in the Investor’s name, place and stead:

(a) All certificates and other instruments, including, without limitation, the Partnership Agreement and any amendments thereto or any filing of a statement of changes in registered particulars of the Partnership, which the General Partner deems appropriate or desirable to form, qualify or continue the Partnership as a limited partnership (or a partnership in which the limited partners have limited liability)

in Utah and all other jurisdictions in which the Partnership conducts or plans to conduct business (including without limitation any filing for the purpose of admitting the Investor and others as partners and describing their initial or any increased Capital Commitments);

(b) The Partnership Agreement, any amendments to the Partnership Agreement or any other agreement or instrument which the General Partner deems appropriate to (i) admit the Investor as a Limited Partner in accordance with the terms of the Partnership Agreement, (ii) effect the addition, substitution or removal of any Limited Partner or General Partner pursuant to the Partnership Agreement or (iii) effect any other amendment or modification to the Partnership Agreement, but only if such amendment or modification is duly adopted in accordance with the terms of the Partnership Agreement;

(c) All conveyances and other instruments which the General Partner deems appropriate to reflect the dissolution and termination of the Partnership pursuant to the terms of the Partnership Agreement, including, without limitation, the cancellation of the Certificate of Limited Partnership;

(d) All instruments relating to transfers of the Interests of Limited Partners or to the admission of any substitute Limited Partner;

(e) Certificates of assumed name and such other certificates and instruments as may be necessary under the fictitious or assumed name statutes from time to time in effect in Utah and all other jurisdictions in which the Partnership conducts or plans to conduct its affairs;

(f) In accordance with the Partnership Agreement, all certificates and other instruments, including (1) the partnership agreement (or other analogous document) of any Alternative Vehicle (an “**AV Agreement**”), (2) any amendments made in accordance with the Partnership Agreement or (3) any other agreement or instrument which the general partner (or other governing entity) of any such Alternative Vehicle deems appropriate to (i) form, qualify or continue the Alternative Vehicle in all jurisdictions in which the Alternative Vehicle conducts or plans to conduct business (including without limitation any filing for the purpose of admitting the Investor and others to the Alternative Vehicle and describing their initial or any increased commitments or loans), (ii) admit the Investor to an Alternative Vehicle in accordance with the terms of the AV Agreement, (iii) effect the addition, substitution or removal of any Person pursuant to the terms of an AV Agreement or (iv) effect an amendment, modification or waiver to an AV Agreement adopted in accordance with the terms of the Partnership Agreement or AV Agreement, respectively; and

(g) The limited partnership agreement, any amendments thereto, of a Parallel Vehicle or any other agreement or instrument which the General Partner deems appropriate to (i) admit the Investor as a limited partner of the Partnership or a Parallel Vehicle, (ii) effect the withdrawal of a Limited Partner from the Partnership to facilitate its admission to any Parallel Vehicle or (iii) effect an amendment or modification to the limited partnership agreement of a Parallel Vehicle adopted in accordance with the terms thereof, in each case of clauses (i), (ii) and (iii) above, as contemplated by paragraph 2(o) of this Subscription Agreement and in accordance with the terms of the Partnership Agreement and the Subscription Agreement relating to Parallel Vehicles.

To the fullest extent permitted by law, this power of attorney is intended to secure an interest in property and the obligations of the Investor in this Subscription Agreement, and shall be irrevocable and shall survive, and shall not be affected by, the subsequent death, disability, incapacity, incompetency, termination, bankruptcy, insolvency or dissolution of the Investor. This power of attorney will terminate upon the complete withdrawal of the Investor from participation in the

Partnership. The Investor acknowledges and agrees that the Partnership Agreement also grants further powers of attorney to the General Partner.

The Investor hereby agrees not to revoke this power of attorney. Any attempted revocation by any Investor of any power of attorney granted under this Subscription Agreement shall constitute a default by such Investor hereunder and the Partnership shall be entitled to any right or remedy provided by law or equity in respect of such default, including the recovery from the Investor of all costs and expenses (including attorneys' fees) incurred by or on behalf of the Partnership as a result of such default, and the institution of an action for specific performance of the Investor's obligation hereunder (it being understood that a remedy at law may be inadequate in respect of such default). Any such payment made by the Investor or recovery of costs and expenses made from the Investor shall not constitute a Capital Contribution. The Investor further acknowledges and ratifies any execution by the General Partner of the Partnership Agreement under power of attorney on behalf of the Investor prior to the date of this Subscription Agreement.

7. Indemnity. The Investor understands that the information provided herein will be relied upon by the Partnership and the General Partner for the purpose of determining the eligibility of the Investor to purchase Interests in the Partnership. The Investor agrees to notify the General Partner immediately if any representation or warranty or information contained in this Subscription Agreement, including the Investor Questionnaire, becomes untrue or incomplete at any time. The Investor agrees to provide, if requested, any additional information and execute and deliver such documents regarding itself and all of its beneficial owners that may reasonably be required to determine the eligibility of the Investor to purchase Interests in the Partnership. In the case of any delay or failure by the Investor to provide satisfactory information as determined by the General Partner, the General Partner may decline acceptance of this application. To the fullest extent permitted by law, the Investor agrees to indemnify and hold harmless the Partnership, the General Partner, the Investment Manager, their respective affiliates and each of their directors, officers, partners, members, managers, shareholders, employees, representatives, agents and affiliates from and against any loss, claim, damage or liability due to or arising out of (i) a breach of any representation, warranty, covenant, confirmation or agreement of the Investor contained in this Subscription Agreement (including the Investor Data Sheet and Investor Questionnaire) or in any other document provided by the Investor to the Partnership or in any agreement (other than the Partnership Agreement) executed by the Investor with the Partnership or the General Partner in connection with the Investor's investment in Interests and (ii) the Investor's failure to disclose any relevant details or to provide the General Partner with all the information required by it to fulfill the General Partner's responsibility for the prevention of money laundering.

8. Distributions. Distributions to the Investor in respect of its Interests shall be made to the account(s) specified in the Investor Data Sheet or as otherwise specified in writing by the Investor to the General Partner.

9. Winding-Up of the Partnership. The Investor shall not take any action to present a petition or commence any case, proceeding, proposal or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, arrangement in the

nature of insolvency proceedings, adjustment, winding-up, liquidation, dissolution, composition or analogous relief with respect to the Partnership or the debts of the Partnership.

10. Miscellaneous. This Subscription Agreement is not assignable by the Investor without the prior written consent of the General Partner. In addition, the Investor understands that the information being provided in this Subscription Agreement, together with additional documents that General Partner is requesting from the Investor or obtaining from third parties, as set forth in the Instructions hereto, will be used to satisfy the General Partner's obligation to take reasonable steps to verify that the Investor is an accredited investor. The representations and warranties made by the Investor in this Subscription Agreement (including the Investor Data Sheet and Investor Questionnaire) shall survive the closing of the transactions contemplated hereby and any investigation made by the Partnership or the General Partner. The Investor Questionnaire, including without limitation the representations and warranties contained therein, is an integral part of this Subscription Agreement and shall be deemed incorporated by reference herein. This Subscription Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument, and shall be governed by and construed in accordance with the laws of the State of Utah. The Investor irrevocably agrees that the federal and state courts located in New Castle County, Utah, to the extent their subject matter jurisdiction exists therefor, are to have non-exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the validity, effect, interpretation or performance of, all the legal relationships established by this Subscription Agreement or otherwise arising in connection with this Subscription Agreement, and the Investor irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue in such courts or any claim that any action or proceeding brought in such court has been brought in an inconvenient forum.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PARTNERSHIP AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

[Remainder of page intentionally left blank.]

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on the date set forth below.

Amount of Capital Commitment:

Date: _____ \$ _____

Please only Check and Sign the appropriate signature block below:

If the Investor is a natural person, then the Investor is an "Individual."

If the Investor is not a natural person, then the Investor is an "Entity."

INDIVIDUAL, IRA OR JOINT¹ INVESTOR BLOCK:

(Signature)

(Signature)

(Print Name)

(Print Name)

(Social Security Number)

(Social Security Number)

ENTITY INVESTOR BLOCK FOR PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, TRUST, CUSTODIAL ACCOUNT OR OTHER INVESTOR:

a _____
(Print Name of Entity)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

(U.S. Taxpayer Identification)

¹ If the account is a joint account, the other authorized signatory on such account must also execute this Subscription Agreement.

ACCEPTANCE OF SUBSCRIPTION

(to be executed only by the General Partner)

The General Partner hereby accepts the above application for subscription for Interests on behalf of the Partnership as of the date set forth below.

LEGACY CAPITAL FUND LP

By: Legacy Capital LLC,
its General Partner

Name of Accepted Limited Partner:

By: _____

Name: _____

Title: Manager

Amount of Capital Commitment Accepted:

Date: _____

\$ _____

WIRE INSTRUCTIONS

Please include the following information on all wire transfers to our bank account:

Name on Bank Account	Legacy Capital Fund LP LLC
Name of Bank	Bank of America
Bank Address (USA)	423 Cabelas Dr, Farmington, UT 84025, USA
Account Number	1391 0729 8149
BIC/SWIFT Code (USD)	BOFAUS3N
BIC/SWIFT Code (Foreign Currency)	BOFAUS6S
Routing Number	026-009-593

Wiring Instructions of Record: Please note that redemption payments, in accordance with both the current Anti-Money Laundering regulatory environment and industry best practice, will be paid only to the bank account used for the subscription payment and certified as the bank account of record for the Investor. The titling of the bank account must match the titling of this subscription. If not, the Registrar and Transfer Agent and the Manager must be notified now regarding the discrepancy and its reason. The Registrar and Transfer Agent and/or the Manager may reject any subscription at any time where payment is sourced from a different bank account than the bank account of record or a bank account with different titling than the subscription, regardless of whether such payment was received in advance or accordance with the payment deadline requirements.

INVESTOR DATA SHEET

1. Print Full Name of Investor(s): *(Check only one, and print by the box that applies)*

Individual, IRA or Joint²:

First	Middle	Last
First	Middle	Last

Entity: (Partnership, Corporation, Trust, Limited Liability Company, Custodial Account, Other)

Name of Entity

2. U.S. Taxpayer Identification (E.I.N.) or Social Security Number (S.S.N.):

Tax ID (for K-1 reporting): _____ Tax ID: _____

3. Primary Contact Information:

Name _____

Email³ cc: _____

Telephone _____

Fax _____

Company/Title _____

Address: _____

Floor or Suite No. _____

City, State, Zip _____

Country _____

² If the account is a joint account, the other authorized signatory on such account must also execute this Subscription Agreement.

³ Email address(es) will be used as a method of communication and delivering of correspondence, to include Investor's schedule K-1, tax documents, notices, reports, requests, demands, consents or other communications including notice of any posting to the Partnership's intranet website in accordance with Section 11.7 of the Partnership Agreement.

Check this box if Investor requires that two individuals sign a request from Investor to change Investor's wire instructions (as set forth in Item 5 below). If Investor requires that a secondary contact confirm changes to wire instructions, please provide additional contact(s) below.

Secondary contact information (for confirmation of wire instruction changes, if applicable):

Name _____
Email _____
Telephone _____

4. Investor Permanent/Registered Address (if different from address for notices above):

Street Address _____
Floor or Suite No. _____
City, State, Zip _____
Country _____

5. Wiring Instructions for Cash Distributions: (or Please Attach)

Name of Bank _____
Beneficiary⁴ _____
Routing Number _____
Account Number _____
For Further Credit (FFC) _____
FFC Account Number _____
Telephone Number of Bank _____
Facsimile Number of Bank _____

⁴ If additional space is required, please provide these instructions in a separate attachment to this questionnaire. Alternatively, if wire transfer instructions are not available at this time, they may be furnished directly to the General Partner as soon as they are available.

INVESTOR QUESTIONNAIRE

SECTION A – FOR ALL INVESTORS

A. Print Full Name of Investor(s): *(Check only one, and print by the box that applies)*

Individual, IRA or Joint⁵:

First	Middle	Last
First	Middle	Last

Entity: (Partnership, Corporation, Trust, Limited Liability Company, Custodial Account, Other)

	Name of Entity

Instructions:

If the Investor is a natural person, then the Investor is an “**Individual.**”

If subscribing Investor is an Individual, indicate as such above, and please proceed to check the appropriate answers to ALL questions in **Section B only** (including Annex 2). Sign the appropriate signature block on page 25.

If the Investor is not a natural person, then the Investor is an “**Entity.**”

If subscribing Investor is an Entity, indicate as such above, and please proceed to check the appropriate answers to ALL questions in **Section C only** (including Annex 2). Sign the appropriate signature block on page 25.

SECTION B – FOR INDIVIDUALS ONLY

B.1. Accredited Investor Status for Individuals Only

The Investor represents and warrants that the Investor is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act and has checked the box or boxes below which are next to the category or categories under which the Investor qualifies as an accredited investor:

- A natural person with individual net worth (or joint net worth with spouse) in excess of \$1 million. For purposes of this item, “net worth” means the excess of total assets at fair market value, including automobiles and other personal property but excluding the value of the primary residence of such natural person (and including property owned by a spouse other than the primary residence of the spouse), over total liabilities. For this purpose, the amount of any mortgage or other indebtedness secured by an Investor’s primary residence should not be included as a “liability,” except to the extent the fair market value of the residence is less than the amount of such mortgage or other indebtedness, provided

⁵ If the account is a joint account, the other authorized signatory on such account must also execute this Subscription Agreement.

that notwithstanding the foregoing, if such mortgage or other indebtedness occurs within the sixty (60) days preceding the purchase of the Interests and is not in connection with the purchase of the primary residence, such mortgage or other indebtedness shall be treated as a “liability.”

- A natural person with individual income (not including any income of the Investor’s spouse) in excess of \$200,000, or joint income with spouse in excess of \$300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year.
- A natural person with professional certifications, designations or credential or other credential issued by accredited educational institutions, which the SEC may designate from time to time by order. The SEC has designated those holders in good standing of the Series 7, Series 65, and Series 82.
- A natural person who is a “knowledgeable employee” of the fund.

B.2. Supplemental Data for Individuals

Please indicate whether you are investing the assets of any retirement plan, employment benefit plan or other similar agreement, such as an IRA or a “Keogh” plan?

- Yes No

If the question above was answered “Yes,” please contact the Investment Manager for additional information that will be required.

B.3. Supplements

Please complete the Tax Information Questionnaire attached hereto as Annex 2.

SECTION C – FOR ENTITIES ONLY

C.1. Accredited Investor Status for Entities

The Investor represents and warrants that the Investor is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act and has checked the box or boxes below which are next to the category or categories under which the Investor qualifies as an accredited investor:

- A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity.
- An insurance company as defined in Section 2(a)(13) of the Securities Act.
- A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958.
- A broker-dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934, as amended.
- An investment company registered under the Investment Company Act.
- A business development company as defined in Section 2(a)(48) of the Investment Company Act.
- A small business investment company licensed by the Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958.
- A private business development company as defined in Section 202(a)(22) of the U.S. Investment Advisers Act of 1940, as amended (the “**Advisers Act**”).
- An organization described in Section 501(c)(3) of the Code, a corporation or similar, business trust, or partnership, not formed for the specific purpose of acquiring Interests, with total assets in excess of \$5 million.
- A trust with total assets in excess of \$5 million not formed for the specific purpose of acquiring Interests, whose purchase is directed by a person with such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Interests.
- An employee benefit plan within the meaning of ERISA if the decision to invest in the Interests is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
- 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, if the plan has total assets in excess of \$5 million.
- An entity, including a grantor trust, in which all of the equity owners are accredited investors as determined under any of the paragraphs above in this Section C.1. or in Section B.1. available for

selection (for this purpose, a beneficiary of a trust is not an equity owner, but the grantor of a grantor trust may be an equity owner).

- A “family office” with at least \$5 million in assets under management and their “family clients,” as each term is defined under the Advisers Act.
- An entity, including Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that own “investments,” as defined in Rule 2a51-1(b) under the Investment Company Act, in excess of \$5 million and that was not formed for the specific purpose of investing in the securities offered.

C.2. Supplemental Data for Entities

1. Legal form of entity (trust, corporation, partnership, limited liability company, etc.):

Jurisdiction of organization (State/Country): _____

Is the Investor (a) a trust any portion of which is treated (under subpart E of part I of subchapter J of chapter 1 of subtitle A of the Code) as owned by a natural person (e.g., a grantor trust), (b) an entity disregarded for U.S. federal income tax purposes and owned (or treated as owned) by a natural person or a trust described in clause (a) of this sentence (e.g., a limited liability company with a single member), (c) an organization described in Section 401(a), Section 501(c)(17) or Section 509(a) of the Code or (d) a trust permanently set aside or to be used for a charitable purpose?

- Yes No

If the answer to the above question is “Yes,” please contact the Investment Manager for additional information that will be required.

2. Was the Investor organized for the specific purpose of acquiring Interests?

- Yes No

If the answer to the above question is “Yes,” please contact the Investment Manager for additional information that will be required.

3. Is the Investor a grantor trust, a partnership or an S-Corporation for U.S. federal income tax purposes?

- Yes No

If the question above was answered “Yes,” please indicate whether or not:

- (i) more than 50 percent of the value of the ownership interest of any beneficial owner in the Investor is (or may at any time during the term of the Partnership be) attributable to the Investor’s (direct or indirect) interest in the Partnership; or

- Yes No

(ii) it is a principal purpose of the Investor's participation in the Partnership to permit the Partnership to satisfy the 100 partner limitation contained in U.S. Treasury Regulation Section 1.7704-1(h)(3).

Yes No

If either question above was answered "Yes," please contact the Investment Manager for additional information that will be required.

4. Are shareholders, partners or other holders of equity or beneficial interests in the Investor able to decide individually whether to participate, or the extent of their participation, in the Investor's investment in the Partnership (i.e., can shareholders, partners or other holders of equity or beneficial interests in the Investor determine whether their capital will form part of the capital invested by the Investor in the Partnership)?

Yes No

If the answer to the above question is "Yes," please contact the Investment Manager for additional information that will be required.

5.a. Please indicate whether or not the Investor is, or is acting (directly or indirectly) on behalf of, (i) an employee benefit plan (within the meaning of Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is described in Section 4975 of the Code, whether or not such plan, account or arrangement is subject to Section 4975 of the Code, (iii) an insurance company using general account assets, if such general account assets are deemed to include the assets of any of the foregoing types of plans, accounts or arrangements for purposes of Title I of ERISA or Section 4975 of the Code under Section 401(c)(1)(A) of ERISA or the regulations promulgated thereunder, or (iv) any other entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements (each of the foregoing described in clauses (i), (ii), (iii) and (iv) being referred to as a "Plan Investor").

Yes No

5.b. If the Investor is, or is acting (directly or indirectly) on behalf of, such a Plan Investor, please indicate whether or not the Plan Investor is subject to Title I of ERISA or Section 4975 of the Code.

Yes No

5.c. If the answer to question 5.b. above is "Yes," please indicate what percentage of the Plan Investor's assets invested in the Partnership are the assets of "benefit plan investors" within the meaning of Section 3(42) of ERISA:

_____ %

5.d. If the Investor is investing (i) the assets of an insurance company general account, or (ii) the assets of any other entity the assets of which include “plan assets” within the meaning of 29 C.F.R. 2510-101, as modified by Section 3(42) of ERISA (such as a fund of funds, group trust, common or collective trust fund of a bank or an insurance company separate account) please indicate what percentage of Investor’s assets invested in the Partnership are so considered plan assets:

_____ %

5.e. Please indicate whether or not such Plan Investor is subject to any other federal, state, local, non-U.S. or other laws or regulations that could cause the underlying assets of the Partnership to be treated as assets of the Plan Investor by virtue of its investment in the Partnership and/or subject the Partnership and the General Partner (or other persons responsible for the investment and operation of the Partnership’s assets) to laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code.

Yes No

6.a. Is the Investor a private investment company which is not registered under the Investment Company Act in reliance on:

Section 3(c)(1) thereof? Yes No

Section 3(c)(7) thereof? Yes No

6.b. If question 6.a. was answered “Yes,” please indicate whether or not the Investor was formed on or before April 30, 1996.

Yes No

6.c. Is the Investor an “investment company” registered or required to be registered under the Investment Company Act?

Yes No

7. Does the amount of the Investor’s subscription for Interests in the Partnership exceed 40% of the total assets (on a consolidated basis with its subsidiaries) of the Investor?

Yes No

If the answer to the above question is “Yes,” please contact the Investment Manager for additional information that will be required.

8. If the Investor’s tax year ends on a date other than December 31, please indicate such date below:

Date: _____

9. What percentage of the Investor is owned by non-United States persons or entities?

_____ %

10. Is the Investor subject to the Freedom of Information Act, 5 U.S.C. § 552, (“**FOIA**”), any state public records access laws, any state or other jurisdiction’s laws similar in intent or effect to FOIA, or any other similar statutory or legal right that might result in the disclosure of confidential information relating to the Partnership?

Yes No

If the question above was answered “Yes,” please indicate the relevant laws to which the Investor is subject and provide any additional explanatory information in the space below:

- 11.a. Is the Investor a governmental entity or any political subdivision thereof, whether state or local, or any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government?

Yes No

- 11.b. If question 11.a. was answered “Yes,” is the Investor entitled to any sovereign or other immunity in respect of itself, its property, or any litigation in any jurisdiction, court, or venue?

Yes No

If question 11.b. was answered “Yes,” please contact the Investment Manager for additional information that will be required.

12. Is the Investor a pooled investment vehicle (e.g., a fund of funds) with reporting obligations to its limited partners or other investors?

Yes No

C.3. Related Parties

1. To the best of the Investor’s knowledge, does the Investor control, or is the Investor controlled by or under common control with, any other investor in the Partnership?

Yes No

If question C.5.1 was answered “Yes,” please identify such related investor(s) below.

Names of related investor(s): _____

2. Will any other person or entity have a beneficial interest in the Interests to be acquired hereunder (other than as a shareholder, partner, policy owner or other beneficial owner of equity interests in the Investor)? By way of example, and not limitation, “nominee” Investors or Investors who have entered into swap or other synthetic or derivative instruments or arrangements with regard to the Interests to be acquired herein would check “Yes.”

Yes No

If either question above was answered “Yes,” please contact the Investment Manager for additional information that will be required.

C.4. Supplements

Please complete the Tax Information Questionnaire attached hereto as Annex 2.

INVESTOR QUESTIONNAIRE SIGNATURE PAGE

The Investor understands that the foregoing information will be relied upon by the Partnership and the General Partner for the purpose of determining the eligibility of the Investor to purchase and own Interests in the Partnership. The Investor agrees to notify the General Partner immediately if any representation, warranty or information contained in this Subscription Agreement, including the Investor Questionnaire, becomes untrue or incomplete at any time. The Investor agrees to provide such information and execute and deliver such documents regarding itself and all of its beneficial owners as the Partnership may reasonably request from time to time to substantiate the Investor’s status as an accredited investor or to otherwise determine the eligibility of the Investor to purchase Interests in the Partnership, to verify the accuracy of the Investor’s representations and warranties herein or to comply with any law, rule or regulation to which the Partnership, the General Partner or the Investment Manager may be subject, including compliance with anti-money laundering laws and regulations, or for any other reasonable purpose. To the fullest extent permitted by law, the Investor agrees to indemnify and hold harmless the Partnership and each Partner thereof from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Subscription Agreement (including the Investor Data Sheet and Investor Questionnaire) or in any other document provided by the Investor to the Partnership or in any agreement (other than the Partnership Agreement) executed by the Investor with the Partnership or the General Partner in connection with the Investor’s investment in Interests.

Signatures:

INDIVIDUAL(S):

(Print Name)

(Print Name)

(Signature)

(Signature)

ENTITY: A PARTNERSHIP, CORPORATION,
LIMITED LIABILITY COMPANY, TRUST,
CUSTODIAL ACCOUNT, OTHER INVESTOR:

(Print Name of Entity)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

PRIVACY POLICY

As required under the U.S. Federal Trade Commission's "Privacy of Consumer Financial Information Rules," we are providing this notice to certain of our investors in order to inform you of our privacy policies and practices with respect to the use and sharing of your nonpublic personal information.

In connection with the formation and ongoing activities of our private investment funds, we may collect and maintain nonpublic information about you from the following sources:

- Information we receive from you on subscription agreements, investor questionnaires or other forms that you submit to us or contracts that you enter into with us;
- Information about your transactions with us, our affiliates or others; and
- Information obtained from meetings and telephone conversations with you.

We may disclose such nonpublic personal information about you to nonaffiliated third parties as permitted by law and in accordance with the agreements governing your investment in the Partnership, including:

- Other service providers to the Partnership, such as accounting, legal or tax preparation services;
- Other partners in the Partnership; and
- Transfer agents, portfolio investments, brokerage firms and the like, in connection with any investment or disposition.

Information Safeguarding Policy

We restrict access to nonpublic personal information about you to those of our employees and agents who need to know the information to enable us to provide our services to you. We maintain physical, electronic and procedural safeguards that we believe are reasonably designed to guard your nonpublic personal information while it is within our control.

ANNEX 1

DEFINITION OF “INVESTMENTS”

The term “*investments*” means:

- (1) Securities, other than securities of an issuer that controls, is controlled by, or is under common control with, the Investor that owns such securities, unless the issuer of such securities is:
 - (a) An investment company or a company that would be an investment company but for the exclusions or exemptions provided by the Investment Company Act, or a commodity pool; or
 - (b) A Public Company (as defined below); or
 - (c) A company with shareholders’ equity of not less than \$50 million (determined in accordance with generally accepted accounting principles) as reflected on the company’s most recent financial statements; provided, that such financial statements present the information as of a date within 16 months preceding the date on which the Investor acquires Interests;
- (1) Real estate held for investment purposes;
- (2) Commodity Interests (as defined below) held for investment purposes;
- (3) Physical Commodities (as defined below) held for investment purposes;
- (4) To the extent not securities, Financial Contracts (as defined below) entered into for investment purposes;
- (5) In the case of an Investor that is a company that would be an investment company but for the exclusions provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act, or a commodity pool, any amounts payable to such Investor pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Investor upon the demand of the Investor; and
- (6) Cash and cash equivalents (including foreign currencies) held for investment purposes.

Real estate that is used by the owner or a Related Person (as defined below) of the owner for personal purposes, or as a place of business, or in connection with the conduct of the trade or business of such owner or a Related Person of the owner, will not be considered real estate held for investment purposes; provided, that real estate owned by an Investor who is engaged primarily in the business of investing, trading or developing real estate in connection with such business may be deemed to be held for investment purposes. However, residential real estate will not be deemed to be used for personal purposes if deductions with respect to such real estate are not disallowed by Section 280A of the Code.

A Commodity Interest or Physical Commodity owned, or a Financial Contract entered into, by the Investor who is engaged primarily in the business of investing, reinvesting, or trading in Commodity Interests, Physical Commodities or Financial Contracts in connection with such business may be deemed to be held for investment purposes.

“**Commodity Interests**” means commodity futures contracts, options on commodity futures contracts, and options on physical commodities traded on or subject to the rules of:

Any contract market designated for trading such transactions under the Commodity Exchange Act, as amended (the “**Commodity Exchange Act**”) and the rules thereunder; or

Any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act.

“**Public Company**” means a company that:

Files reports pursuant to Section 13 or 15(d) of the Exchange Act; or

Has a class of securities that are listed on a Designated Offshore Securities Market, as defined by Regulation S of the Securities Act.

“**Financial Contract**” means any arrangement that:

Takes the form of an individually negotiated contract, agreement, or option to buy, sell, lend, swap, or repurchase, or other similar individually negotiated transaction commonly entered into by participants in the financial markets;

Is in respect of securities, commodities, currencies, interest or other rates, other measures of value, or any other financial or economic interest similar in purpose or function to any of the foregoing; and

Is entered into in response to a request from a counterparty for a quotation, or is otherwise entered into and structured to accommodate the objectives of the counterparty to such arrangement.

“**Physical Commodities**” means any physical commodity with respect to which a Commodity Interest is traded on a market specified in the definition of Commodity Interests above.

“**Related Person**” means a person who is related to the Investor as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of the Investor, or is a spouse of such descendant or ancestor; provided, that, in the case of a Family Company, a Related Person includes any owner of the Family Company and any person who is a Related Person of such an owner.

“**Family Company**” means a company, partnership or trust that owns not less than \$5,000,000 in investments and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations or trusts established by or for the benefit of such persons.

For purposes of determining the amount of investments owned by a company, there may be included investments owned by majority-owned subsidiaries of the company and investments owned by a company (“**Parent Company**”) of which the company is a majority-owned subsidiary, or by a majority-owned subsidiary of the company and other majority-owned subsidiaries of the Parent Company.

ANNEX 2

CERTAIN ADDITIONAL TAX INFORMATION

Please indicate whether the Investor is, or is acting (directly or indirectly) on behalf of (check all that apply):

- (1) A U.S. citizen.
- (2) A U.S. resident.
- (3) A qualified pension, profit sharing or stock bonus plan, as defined in Section 401(a) of the Code, exempt from taxation under Section 501(a) of the Code.
- (4) A trust formed to pay supplemental unemployment compensation, as defined in Section 501(c)(17) of the Code.
- (5) A private foundation, as defined in Section 509(a) of the Code.
- (6) An organization described in Section 501(c)(3) of the Code.
- (7) An individual but not a U.S. citizen or a U.S. resident.
- (8) A governmental plan described in Section 414(d) of the Code.
- (9) An eligible deferred compensation plan under Section 457(b) of the Code.
- (10) A portion of a trust permanently set aside or to be used exclusively for the purposes described in Section 642(c) of the Code or a corresponding provision of a prior tax law.
- (11) A U.S. corporation, limited liability company, partnership or trust.
- (12) A non-U.S. corporation, limited liability company, partnership or trust.
- (13) The government of the United States, the government of any state or political subdivision thereof, any agency or instrumentality of any of the foregoing, or any other exempt organization described in Section 818(a)(6)(B) of the Code, but only to the extent such entity is investing in the Fund in order to satisfy its obligation under a governmental plan or an eligible deferred compensation plan.
- (14) An individual retirement account that is exempt from taxation under Section 408(e) of the Code.
- (15) A qualified foreign pension fund, as defined in Section 897(l)(2) of the Code.
- (16) Other. Describe: _____

If the Investor is holding the Interests as Joint Tenants with Right of Survivorship, Tenants in Common, or Community Property, each party must provide the information requested above.