SURVIVOR & THRIVER FUND, LP

INSTRUCTIONS TO SUBSCRIPTION AGREEMENT

Any person desiring to become a limited partner in Survivor & Thriver Fund, LP, a California limited partnership (the "**Fund**"), should:

(a) complete and execute one (1) copy of the attached Subscription Agreement (the "**Agreement**"), offering to make a capital contribution in the amount set forth below his, her or its name at the end of the Agreement;

(b) complete and execute one (1) copy of the Internal Revenue Service Tax Form W-9, the link to which is set forth on Schedule D; and

(c) send completed and executed copies of the documents referred to in (a) and (b) above and all attachments and any required supporting documentation to JDP Capital Management, LLC (the "**General Partner**") at 227 Rainbow Drive, Suite 12780, Livingston, TX 77399-2027, Attn: Jeremy Deal or by e-mail to jeremy@jdpcap.com, no later than five (5) Business Days before the General Partner elects to accept this capital contribution (the "**Admission Date**"). For purposes of the Agreement, a "**Business Day**" means any day on which banks are open in San Francisco, California.

The Fund will advise each prospective limited partner promptly of its provisional acceptance of any offer to become a limited partner in the Fund, but the General Partner reserves the right, in its sole discretion, to refuse any offer to become a limited partner for any reason or no reason at all.

Payment in United States currency by bank-to-bank wire transfer in the full amount of the capital contribution should be received by the Fund at least three (3) Business Days prior to the Admission Date pursuant to the wire instructions below. Each prospective limited partner should: (i) instruct the wiring bank to charge any applicable wire fees separately so that the full amount that it has elected to invest in the Fund may be invested; and (ii) ensure that the wiring bank identifies the prospective limited partner's name and account number on the wire transfer.

Wire Instructions:

Bank name: City National Bank
Bank Address: 150 California Street, Suite 100, San Francisco, CA 94111

Bank ABA Routing Number: 122016066

For benefit of: **Survivor & Thriver Fund, LP**

Fund Account Number: 201015324
Reference investor:

SUBSCRIPTION AGREEMENT TO BECOME A LIMITED PARTNER IN
SURVIVOR & THRIVER FUND, LP

The undersigned (the "**Subscriber**") and Survivor &Thriver Fund, LP, a California limited partnership (the "**Fund**"), hereby agree as set forth below. The full legal name of the Subscriber is:

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1. The Subscriber desires to become a limited partner in the Fund on the earliest date on which JDP Capital Management, LLC (the "**General Partner**") elects to accept this capital contribution (the "**Admission Date**"). In accordance with the terms of the Second Amended and Restated Limited Partnership Agreement of the Fund, as may be further amended from time to time (the "**Partnership Agreement**"), the Subscriber will make a capital contribution to the Fund on the Admission Date in the amount set forth below, and the Fund agrees to admit the Subscriber as a limited partner on the Admission Date.

Capital Contribution Amount: $_____

2. The Subscriber must check the appropriate box below regarding future Designated Investments (as defined in the Partnership Agreement):

☐ OPT IN: The Subscriber agrees to participate in future Designated Investments.

☐ OPT OUT: The Subscriber DOES NOT agree to participate in future Designated Investments.

3. The Subscriber must complete the appropriate representations set forth below regarding its accredited investor status and qualified client status.

A. **Accredited Investor Status:**

The Subscriber represents, warrants and covenants that it is an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, as amended (the "**Securities Act**"), and has indicated below each category under which it qualifies as an accredited investor.

The Subscriber is as of the date of this Subscription Agreement (this "**Agreement**"), and will be as of the Admission Date:

☐ (i) Individual – Income Test. An individual who: (a) had an income in excess of $200,000 in each of the two most recent years (or joint income with his or her spouse or spousal equivalent[1] in excess of $300,000 in each of those years); and (b) has a reasonable expectation of reaching the same income level in the current year;

☐ (ii) Individual – Net-Worth Test. An individual who has a net worth (or joint net worth with his or her spouse or spousal equivalent[1]) in excess of $1,000,000 (excluding the value of such individual's primary residence)[2];

☐ (iii) Individual – Professional Certification, Designation or Credential. An individual who holds in good standing[3]: (i) the General Securities Representative license

[1] A "spousal equivalent" is a cohabitant occupying a relationship generally equivalent to that of a spouse.

[2] In calculating net worth, an individual must include as a liability the amount of indebtedness secured by such individual's primary residence that is incurred: (i) at any time and is in excess of the estimated fair market value of such residence; or (ii) within 60 days prior to the Admission Date (other than as a result of the acquisition of such residence).

(Series 7); (ii) the Private Securities Offerings Representative license (Series 82); (iii) the Licensed Investment Adviser Representative (Series 65); or (iv) such other professional certification or designation, or credential from an educational institution, that the Securities and Exchange Commission (the "SEC") has designated by order as qualifying an individual as an "accredited investor" under Rule 501(a)(10) of Regulation D under the Securities Act;

☐ (iv) IRA or Revocable Trust. An individual retirement account ("IRA") or revocable trust and the individual who established the IRA or each grantor of the trust is an accredited investor on the basis of category (i), (ii) or (iii) above;

☐ (v) Self-Directed Pension Plan. A self-directed pension plan and the participant who directed that assets of his or her account be invested in the Fund is: (a) an accredited investor on the basis of category (i), (ii) or (iii) above; and (b) the only participant whose account is being invested in the Fund;

☐ (vi) Other Pension Plan. A pension plan that: (a) is not a self-directed plan; and (b) has total assets in excess of $5,000,000;

☐ (vii) Irrevocable Trust. An irrevocable trust that consists of a single trust that: (a) has total assets in excess of $5,000,000; (b) was not formed for the specific purpose of investing in the Fund; and (c) whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment in the Fund;

☐ (viii) SEC-Registered Investment Adviser, State-Registered Investment Adviser, or Exempt Reporting Adviser. An investment adviser registered pursuant to Section 203 of Investment Advisers Act of 1940, as amended (the "**Advisers Act**"), an investment adviser registered pursuant to the laws of any U.S. state, or an investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the Advisers Act;

☐ (ix) Family Office. A "family office", as such term is defined in Rule 202(a)(11)(G)-1 under the Advisers Act: (a) with assets under management in excess of $5,000,000; (b) that was not formed for the specific purpose of acquiring an interest in the Fund; and (c) whose prospective investment in the Fund is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment in the Fund;

☐ (x) Family Client. A "family client", as such term is defined in Rule 202(a)(11)(G)-1 under the Advisers Act: (a) of a family office meeting the requirements set forth in category (ix) above; and (b) whose prospective investment in the Fund is directed by a person at the family office for which it is a family client who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment;

☐ (xi) Corporation, Partnership, Limited Liability Company or a Massachusetts or Similar Business Trust. A corporation, a partnership, a limited liability company or a Massachusetts or similar business trust, in each case, that: (a) was not formed for the specific purpose of acquiring an interest in the Fund; and (b) has total assets in excess of $5,000,000;

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[3] "Good standing" means the individual has passed the required examination and currently maintains his or her license or registration, as applicable, in good standing.

☐ (xii) Other Entities. An entity type not listed above in this Section 2.A. that: (a) was not formed for the specific purpose of acquiring an interest in the Fund; and (b) owns "Investments"[4] in excess of $5,000,000;

☐ (xiii) Entity Owned Exclusively by Accredited Investors. An entity in which all of the equity owners are accredited investors pursuant to one or more categories set forth above in this Section 2.A; or

☐ (xiv) None of the Above. None of the above applies (further information may be required to determine the Subscriber's accredited investor status).

B. **Qualified Client Status:**

The Subscriber represents, warrants and covenants that it is a "qualified client" within the meaning of Rule 205-3 of the Advisers Act and has indicated below the category under which the Subscriber qualifies as a qualified client.

The Subscriber is as of the date of this Agreement, and will be as of the Admission Date:

☐ (i) An individual who: (a) together with assets held jointly with his or her spouse, has a net worth in excess of $2,200,000 (excluding the value of such individual's primary residence)[2]; (b) immediately after entering into this Agreement will have at least $1,100,000 under the management of the Investment Manager (as defined below); or (c) is a "qualified purchaser" as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended (the "**Investment Company Act**"); or

☐ (ii) A corporation, a partnership, an association, a joint-stock company, a trust or any organized group of persons, in each case whether incorporated or not, that: (a) has a net worth in excess of $2,200,000; (b) immediately after entering into this Agreement will have at least $1,100,000 under the management of the Investment Manager; or (c) is a "qualified purchaser" as defined in Section 2(a)(51) of the Investment Company Act; and if the Subscriber is: (i) a registered investment company under the Investment Company Act; (ii) a business development company under the Investment Company Act; or (iii) a company excepted from the definition of "investment company" under Section 3(c)(1) of the Investment Company Act (each person specified in clause (i), (ii) or (iii) above, an "**Excluded Company**"), then each equity owner of that Excluded Company is a natural person or non-Excluded Company satisfying the Qualified Client criteria set forth in this Section 2.B.

4. **Benefit Plan Investor Status and Related Representations**

In order for the Fund to accurately monitor its Benefit Plan Investor participation, please review the following definitions and make the appropriate representations by checking all applicable boxes below.

A "**Benefit Plan Investor**" is: (i) any employee benefit plan subject to the fiduciary responsibility provisions of Title I of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"); (ii) any individual retirement plan or account subject to the prohibited transaction rules of Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"); or (iii) any entity whose underlying assets include "plan assets" (as such term is defined by ERISA and the regulations thereunder) by reason of a plan's investment in the entity.

[4] The Subscriber should refer to Schedule A attached hereto for the definition of "Investments" and information regarding the valuation of "Investments".

A "**Controlled Person**" is: (i) any person (including an entity) with investment authority or responsibility over the Fund's assets; or (ii) any person controlling, controlled by or under common control with a person described in clause (i). A Controlled Person's non-Benefit Plan Investor investment is excluded from the Fund's 25% ERISA calculation.

The Subscriber represents and warrants that (please check all applicable boxes):

A. ☐ it is not a Benefit Plan Investor;

B. ☐ it is not a Benefit Plan Investor and it is a "governmental plan", as such term is defined by Section 3(32) of ERISA or a non-electing "church plan" within the meaning of Section 3(33) of ERISA;

C. ☐ it is not a Benefit Plan Investor and it is a Controlled Person; or

D. ☐ it is a Benefit Plan Investor that is:

1. ☐ subject to Part 4 of Title I of ERISA;

2. ☐ subject to Section 4975 of the Code (and has not checked D1; e.g., an IRA);

3. ☐ an entity whose underlying assets include "plan assets". The Subscriber also represents that the percentage of its "plan assets" compared to the value of its total assets or included in its general account is not more than:

☐ 10% * ☐ 20% * ☐ 30% ☐ 40%
☐ 50% ☐ 60% ☐ 70% ☐ 80%
☐ 90% ☐ 100%; or

(* applicable to entities with multiple classes, one of which exceeds the 25% threshold for Benefit Plan Investors and to U.S. insurance company general accounts)

4. ☐ a group trust, a bank common or collective trust or an insurance company separate account.

The Subscriber agrees to: (i) notify the Fund and JDP Capital Management, LLC (the "**Investment Manager**") not less than thirty (30) days prior to these representations and warranties (or any part thereof) no longer being true or becoming likely to be untrue; and (ii) provide the Fund and the Investment Manager upon request such information as may be required to confirm and/or refine the representations and warranties provided herein.

Any Subscriber that is investing the assets of a benefit plan or account and the person executing this Agreement or the "Additional Representation with Respect to Investment from an IRA or Self-Directed Pension Plan or by a Custodian or a Directed Trustee" acknowledge that it is not intended that the Fund will hold "plan assets" subject to Title I of ERISA or Section 4975 of the Code (i.e., less than 25% of each class of the Fund's equity interests will be held by Benefit Plan Investors), or any other law or regulation specifically applicable to governmental, church or non-U.S. plans ("**Similar Law**"). Accordingly, the Subscriber acknowledges that the Fund has the authority to require the retirement or withdrawal of all or any portion of the limited partnership interests in the Fund (collectively, the "**Interests**") held by any Benefit Plan Investor or other plan investor if the continued holding of such Interests could result in the Fund being subject to Title I of ERISA, Section 4975 of the Code or Similar Law.

Further, the Subscriber and the person executing this Agreement or the "Additional Representation with Respect to Investment from an IRA or Self-Directed Pension Plan or by a Custodian or a Directed Trustee" represent and warrant to the Fund and the Investment Manager that:

(a) With respect to the investment in the Fund, it has been determined that the capital contribution for the Interests is consistent with the fiduciary responsibilities under applicable law, including ERISA, the Code and Similar Law, and that: (i) the investment in the Fund is prudent; (ii) the structure, operation and incentives of the fee arrangements have been adequately disclosed; (iii) the calculation of the net asset value of a capital account as described in the Partnership Agreement represents the fair market value of the Interests; (iv) the Subscriber's current and anticipated liquidity needs will be met, given the limited right to withdraw or transfer the Interests; (v) the investment will permit the Subscriber's overall portfolio to remain adequately diversified; and (vi) the investment and investment program described in the Confidential Private Offering Memorandum of the Fund, as amended or supplemented from time to time (the "**Memorandum**"), are permitted under the laws, rules and documents governing the Subscriber;

(b) The persons executing this Agreement or the "Additional Representation with Respect to Investment from an IRA or Self-Directed Pension Plan or by a Custodian or a Directed Trustee": (i) are responsible for the decision to invest in the Fund; (ii) in making the decision to invest in the Fund, have not relied on any advice or recommendation from the Fund, the General Partner, the Investment Manager or any of their respective affiliates; and (iii) are qualified and authorized to make such investment decision and, to the extent deemed necessary, have consulted their own investment advisors and legal counsel regarding the investment in the Fund; and

(c) If the Subscriber is, or is investing the assets of, a plan maintained by a governmental entity, a church or a non-U.S. company, its investment will not subject the Fund's assets to any Similar Law.

5. The Subscriber must indicate below the category that best describes the Subscriber:

The Subscriber is:

☐ (i) a natural person resident in the United States (or a trust of such a person);

☐ (ii) a natural person that is <u>not</u> resident in the United States (or a trust of such a person);

☐ (iii) a broker-dealer;

☐ (iv) an insurance company;

☐ (v) an investment company registered with the SEC;

☐ (vi) a Private Fund[5];

If the Subscriber checks this box (vi), please answer the following two questions:

Does the Subscriber invest 10% or more of its total assets in other pooled investment vehicles?

☐ **Yes**

☐ **No**

Is the Subscriber a fund of funds?

☐ **Yes**

☐ **No**

☐ (vii) a non-profit (other than a Government Entity[6]);

☐ (viii) a pension plan (other than a governmental pension plan);

☐ (ix) a banking or thrift institution (proprietary);

☐ (x) a state or municipal Government Entity[7] (other than a governmental pension plan);

☐ (xi) a state or municipal governmental pension plan;

☐ (xii) a sovereign wealth fund or foreign official institution;

☐ (xiii) a person or entity that is not a U.S. Person[7] and about which beneficial ownership information is not known and cannot reasonably be obtained because the beneficial interest is held through a chain involving one or more third-party intermediaries; or

☐ (xiv) other.

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[5] For purposes of this Section, the term "Private Fund" means any issuer that would be an investment company as defined in Section 3 of the Investment Company Act of 1940, as amended (the "Investment Company Act"), but for Section 3(c)(1) or 3(c)(7) of the Investment Company Act.

[6] For purposes of this Agreement, the term "Government Entity" means any U.S. state (including any U.S. state, the District of Columbia, Puerto Rico, the U.S. Virgin Islands or any other possession of the United States) or a political subdivision of a U.S. state, including:

(i) any agency, authority or instrumentality of the state or political subdivision;

(ii) a plan or pool of assets controlled by the state or political subdivision or any agency, authority or instrumentality thereof; and

(iii) any officer, agent, or employee of the state or political subdivision or any agency, authority or instrumentality thereof, acting in their official capacity.

[7] See Schedule B attached hereto for the definition of "U.S. Person".

6. The Subscriber represents, warrants and covenants that:

(a) If the Subscriber is a natural person, he or she is legally competent and has sufficient capacity to execute this Agreement and the Fund Agreement;

(b) The Subscriber is entering into this Agreement relying solely on the facts and terms set forth in this Agreement, the Memorandum and the Partnership Agreement, and it has received copies of all of those documents and none of the General Partner, the Investment Manager or any other person has made any representations of any kind or nature to induce the Subscriber to enter into this Agreement except as specifically set forth in those documents;

(c) Without limiting the generality of subsection (b) above, the Subscriber has: (i) carefully reviewed the provisions in the Memorandum under the heading "Brokerage and Custody" relating to the brokerage and "soft dollar" or commission arrangements of the Fund and specifically consents to the Fund engaging in the arrangements disclosed; and (ii) carefully reviewed the provisions in the Memorandum under the heading "Certain Risk Factors – No Separate Counsel; No Responsibility or Independent Verification" and specifically acknowledges that Seward & Kissel LLP is not responsible for any acts or omissions of the Fund, the General Partner, the Investment Manager or any administrator, accountant, custodian/prime broker or other service provider to the Fund, the General Partner or the Investment Manager;

(d) The Subscriber has investigated the pertinent facts relating to the operation of the Fund and has reviewed the terms of the Partnership Agreement to the extent that it deems necessary in order to be fully informed with respect thereto;

(e) The Subscriber is: (i) unaware of, is in no way relying on, and did not become aware of the offering of the Interests through or as a result of, any form of general solicitation or general advertising, including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the internet; and (ii) not making a capital contribution for the Interests and did not become aware of the offering of the Interests through or as a result of any seminar or meeting at which the Subscriber was solicited for a capital contribution to the Fund by a person not previously known to the Subscriber in connection with investments in securities generally;]

(f) Concurrently with the execution of this Agreement, the Subscriber will be deemed to have executed and delivered to the Fund a counterpart of the Partnership Agreement, to be effective upon the Fund's acceptance of this capital contribution;

(g) The Subscriber (i) has the knowledge, expertise and experience in financial and business matters to evaluate the risks of investing in the Fund, (ii) is aware of the risks inherent in investing in securities and the method by which the Fund's assets are held and/or traded, and (iii) can bear the risk of loss of its entire investment in the Fund;

(h) The Subscriber is acquiring the Interests for investment, for its own account and not for the interest of any other person and not for distribution or resale to others, and it will not permit any other person to acquire a beneficial interest in the Interests (including, without limitation, by pledge, option, swap or nominee or similar relationship) or, if the Subscriber is acquiring the Interests as nominee or custodian for another person[8] (the "Underlying Owner"), it will not permit the Underlying Owner to permit any other person to acquire a beneficial interest in the Interests without the prior written consent of the General Partner. The Subscriber further understands that the Interests have not been registered under the Securities Act and it agrees that its Interests may not be sold, transferred or otherwise disposed of except pursuant to an exemption from registration under the Securities Act. Furthermore, if the Subscriber is acting as trustee, agent, representative, nominee or intermediary for an Underlying Owner, the Subscriber acknowledges and agrees that the representations, warranties and covenants made in this Agreement are made by the Subscriber: (i) with respect to the Subscriber; and (ii) with respect to each Underlying Owner on whose behalf the Subscriber is acting;

[8] As used in this Agreement, unless otherwise specified, the term "person" refers to both natural persons and entities.

(i) The Subscriber will not: (i) sell, assign, transfer or otherwise dispose of, directly or indirectly, any of its Interests or any beneficial interest therein, either in whole or in part; or (ii) be entitled to substitute for itself as a limited partner any other person except with the prior written consent of the General Partner, and only pursuant to an exemption from registration under the Securities Act; and

(j) Each of this Agreement and the Partnership Agreement constitutes a valid and binding agreement of the Subscriber and is enforceable against the Subscriber in accordance with its terms.

7. The Subscriber must complete this Section in order for the Fund to be able to determine the extent to which the Subscriber may participate in the profits and losses from "new issue" securities ("**New Issues**") in accordance with the applicable rules of the Financial Industry Regulatory Authority, Inc. ("**FINRA**").

INSTRUCTIONS: The Subscriber must complete this Section by checking: (i) the box next to all applicable categories under Part A of Item I to determine whether the Subscriber is a restricted person (a "**Restricted Person**") or indicating under Part B of Item I that none of the Restricted Person categories applies to it and the Subscriber is eligible to participate fully in the profits and losses from New Issues in accordance with FINRA Rule 5130; and (ii) the box next to the applicable category under Part A of Item II to determine whether the Subscriber is a Covered Investor (as defined in Item II below) or indicating under Part B of Item II that none of the Covered Investor categories applies to it and the Subscriber is eligible to participate fully in the profits and losses from New Issues in accordance with FINRA Rule 5131. A Subscriber that is an entity and that is also a Restricted Person under Part A of Item I or a Covered Investor under Part A of Item II may still be able to participate fully in the profits and losses from New Issues if it indicates in Item III that it is also an exempted entity (an "**Exempted Entity**"). Accordingly, a Subscriber that is an entity should check the box next to any applicable categories under Item III to determine whether the Subscriber is an Exempted Entity. If the Subscriber does not complete this Section, the Subscriber may not be permitted to participate in the profits and losses from New Issues to any extent until it establishes its eligibility to participate in the profits and losses from New Issues to the Fund's satisfaction. A Subscriber that does not wish to receive any allocation of profits and losses from New Issues, or voluntarily wishes to be treated as a Restricted Person or a Covered Investor should check the appropriate box immediately below indicating as such and follow the appropriate instructions associated with such representation.

☐ **SUBSCRIBERS THAT WISH TO BE TREATED AS RESTRICTED PERSONS** (and participate in the profits and losses from New Issues up to a 10% "de minimis" amount, as determined in the General Partner's sole discretion) may check this box and do not need to complete Items I and III below.

☐ **SUBSCRIBERS THAT WISH TO BE TREATED AS COVERED INVESTORS** (and participate in the profits and losses from in New Issues up to a 25% "de minimis" amount, as determined in the General Partner's sole discretion) may check this box and do not need to complete Items II and III below.

☐ **SUBSCRIBERS THAT DO NOT WISH TO RECEIVE ANY ALLOCATION OF NEW ISSUES** may check this box and do not need to complete Items I, II and III below.

ITEM I. DETERMINATION OF RESTRICTED PERSON STATUS:

Please check all applicable boxes.

Part A The Subscriber is:

☐ (i) a broker-dealer;

☐ (ii) an officer, director, general partner, associated person[9] or employee of a broker-dealer (other than a limited business broker-dealer)[10];

☐ (iii) an agent of a broker-dealer (other than a limited business broker-dealer) that is engaged in the investment banking or securities business;

☐ (iv) an immediate family member[11] of a person described in subsection (ii) or (iii) above. Under certain circumstances, a Subscriber who checks this box may be able to participate in the profits and losses from New Issues. The Fund may request additional information in order to determine the eligibility of a Subscriber under this Restricted Person category;

☐ (v) a finder or any person acting in a fiduciary capacity to a managing underwriter, including, without limitation, attorneys, accountants and financial consultants;

☐ (vi) a person who has authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor or collective investment account[12] (including a private investment vehicle such as a hedge fund);

☐ (vii) an immediate family member of a person described in subsection (v) or (vi) above who materially supports[13], or receives material support from, the Subscriber;

☐ (viii) a person other than a sovereign entity[14] listed or required to be listed on Schedule A, B or C of a Form BD (other than with respect to a limited business broker-dealer), except persons whose listing on Schedule A, B or C of a Form BD is related to a person identified by an ownership code of less than 10% on Schedule A of the same Form BD;

☐ (ix) a person other than a sovereign entity that: (a) directly or indirectly owns 10% or more of a public reporting company listed, or required to be listed, on Schedule A of a Form BD; or (b) directly or indirectly owns 25% or more of a public reporting company listed, or

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9 A person "associated with" a broker-dealer includes any natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by a broker-dealer, any partner, director, officer or sole proprietor of a broker-dealer.

10 A limited business broker-dealer is any broker-dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contracts securities and direct participation program securities.

11 The term "immediate family member" includes the Subscriber's: (i) parents; (ii) mother-in-law or father-in-law; (iii) husband or wife; (iv) brother or sister; (v) brother-in-law or sister-in-law; (vi) son-in-law or daughter-in-law; (vii) children; and (viii) any other person who is supported, directly or indirectly, to a material extent by an officer, director, general partner, employee, agent of a broker-dealer or person associated with a broker-dealer.

12 A "collective investment account" is any hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities. Neither an "investment club" (as defined below) nor a "family investment vehicle" (as defined below) are considered collective investment accounts. The term "investment club" means a group of friends, neighbors, business associates or others that pool their money to invest in stock or other securities and are collectively responsible for making investment decisions. The term "family investment vehicle" means a legal entity that is beneficially owned solely by one or more of the following persons: (i) immediate family members (as defined above); (ii) family members, as defined under Rule 202(a)(11)(G)-1 of the Investment Advisers Act of 1940, as amended (the "**Advisers Act**"); or (iii) family clients, as defined under Rule 202(a)(11)(G)-1 of the Advisers Act; provided, however, that, where the beneficial owners of an entity include family clients (as defined above), the person who has the sole authority to buy or sell securities for such an entity must be an immediate family member (as defined above) or a family member (as defined above) for the entity to be considered a family investment vehicle.

13 The term "material support" means directly or indirectly providing more than 25% of a person's income in the prior calendar year or living in the same household with a member of one's immediate family.

14 The term "sovereign entity" means a: (i) "sovereign nation" (as defined below); or (ii) pool of capital or an investment fund owned or controlled by a sovereign nation and created for the purpose of making investments on behalf of the sovereign nation. The term "sovereign nation" means a sovereign nation or its political subdivisions, agencies or instrumentalities.

required to be listed on Schedule B of a Form BD, in either case in respect of clause (a) or (b) above, other than a reporting company that is listed on a national securities exchange, or other than with respect to a limited business broker-dealer;

☐ (x) an immediate family member of a person described in subsection (viii) or (ix) above. Under certain circumstances, a Subscriber who checks this box may be able to participate in the profits and losses from New Issues. The Fund may request additional information in order to determine the eligibility of a Subscriber under this Restricted Person category;

☐ (xi) any entity (including a corporation, partnership, limited liability company, trust or other entity) in which any person or persons listed in subsections (i)-(x) above has a beneficial interest[15];

Do not check this box if the Subscriber is an entity that does not permit Restricted Persons to participate to any extent in New Issues.

If the Subscriber checked this box (xi) and it is an entity, please provide the aggregate percentage of its direct or indirect beneficial interests owned by Restricted Persons: ____%.

Part B ☐ None of the above categories applies and the Subscriber is eligible to participate in New Issues in accordance with FINRA Rule 5130. Check this box if the Subscriber is an entity that does not permit Restricted Persons to participate to any extent in New Issues.

ITEM II. DETERMINATION OF COVERED INVESTOR STATUS:

Part A The Subscriber is:

☐ (i) an individual who is an executive officer or director of a public company[16] or a covered non-public company[17] (each, a "**Company**"), or a person materially supported by such executive officer or director (collectively, "**Covered Investors**"). If the Subscriber is checking this box, please name the Company: _____; or

☐ (ii) an entity (including a corporation, partnership, limited liability company, trust or other entity) in which any person or persons listed in subsection (i) above has a beneficial interest. If the Subscriber is checking this box, please name the Company or Companies that make the person(s) holding the beneficial interest a Covered Investor: _____. The Fund may request additional information to determine the eligibility of a Subscriber under this Covered Investor category.

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[15] The term "beneficial interest" means any economic interest such as the right to share in gains or losses. The receipt of a management or performance based fee for operating a collective investment account, or other fee for acting in a fiduciary capacity, is not considered a beneficial interest in the account; however, if such fee is subsequently invested into the account (as a deferred fee arrangement or otherwise), it is considered a beneficial interest in that account.

[16] A "public company" is any company that is registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or files periodic reports pursuant to Section 15(d) thereof.

[17] A "covered non-public company" means any non-public company, except for an "unaffiliated charitable organization" (as defined below), satisfying the following criteria: (i) income of at least $1 million in the last fiscal year or in two of the last three fiscal years and shareholders' equity of at least $15 million; (ii) shareholders' equity of at least $30 million and a two-year operating history; or (iii) total assets and total revenue of at least $75 million in the latest fiscal year or in two of the last three fiscal years. The term "unaffiliated charitable organization" means a tax-exempt entity organized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that is not affiliated with a FINRA member and for which no executive officer or director of a FINRA member, or person materially supported by such executive officer or director, is an individual listed or required to be listed on Part VII of Internal Revenue Service Form 990 (*i.e.,* officers, directors, trustees, key employees, highest compensated employees and certain independent contractors).

Do not check this box if the Subscriber is an entity that does not permit Covered Investors to participate to any extent in the profits and losses from New Issues.

Part B ☐ None of the above categories applies and the Subscriber is eligible to participate in the profits and losses from New Issues in accordance with FINRA Rule 5131. Check this box if the Subscriber is an entity that does not permit Covered Investors to participate to any extent in the profits and losses from New Issues.

ITEM III. DETERMINATION OF EXEMPTED ENTITY STATUS:

A Subscriber that is an entity and that is also a Restricted Person under Item I above or a Covered Investor under Item II above may still be able to participate fully in the profits and losses from New Issues if it indicates below that it is also an Exempted Entity. Please check all applicable boxes.

The Subscriber is:

☐ (i) a publicly-traded entity (other than a broker-dealer or an affiliate of a broker-dealer, where such broker-dealer is authorized to engage in the public offering of New Issues either as a selling group member or underwriter) that is listed on a national securities exchange, or is a foreign issuer whose securities meet the quantitative designation criteria for listing on a national securities exchange;

☐ (ii) an investment company registered under the Investment Company Act;

☐ (iii) a corporation, partnership, limited liability company, trust or any other entity (including a private investment vehicle such as a hedge fund, or a broker-dealer organized as an investment partnership); and

(A) the beneficial interests of Restricted Persons do not exceed, in the aggregate, 10% of such entity and the beneficial interests of Covered Investors of any one Company (as defined in Item II above) do not exceed, in the aggregate, 25% of such entity; or

(B) such entity limits participation by Restricted Persons to not more than 10% of the profits and losses from New Issues and such entity limits participation by Covered Investors of any one Company to not more than 25% of the profits and losses from New Issues;

If the Subscriber checked this box (iii) because it is beneficially owned by one or more Restricted Persons, please be sure that the Subscriber has included the percentage information requested in Item I.(xi) above. The Fund may request additional information to determine the eligibility of a Subscriber under this category.

☐ (iv) an investment company organized under the laws of a foreign jurisdiction; and

(A) the investment company is listed on a foreign exchange for sale to the public or authorized for sale to the public by a foreign regulatory authority;

(B) (i) no person owning more than 5% of the shares of the investment company is a Restricted Person or a Covered Investor, (ii) the investment company has 100 or more direct investors, or (iii) the investment company has 1,000 or more indirect investors; and

(C) the investment company was not formed for the specific purpose of investing in New Issues.

☐ (v) an employee retirement benefits plan organized under and governed by the laws of a foreign jurisdiction, provided that such plan or family of plans:

(A) has, in aggregate, at least 10,000 plan participants and beneficiaries and $10 billion in assets;

(B) is operated in a non-discriminatory manner insofar as a wide range of employees, regardless of income or position, are eligible to participate without further amendment or action by the plan sponsor;

(C) is administered by trustees or managers that have a fiduciary obligation to administer the funds in the best interests of the participants and beneficiaries; and

(D) is not sponsored solely by a broker-dealer.

☐ (vi) (A) an employee benefits plan under ERISA that is qualified under Section 401(a) of the Code and such plan is not sponsored solely by a broker-dealer, (B) a state or municipal government benefits plan that is subject to state and/or municipal regulation, or (C) a church plan under Section 414(e) of the Code;

☐ (vii) a tax exempt charitable organization under Section 501(c)(3) of the Code;

☐ (viii) a common trust fund or similar fund as described in Section 3(a)(12)(A)(iii) of the Exchange Act, and the fund:

(A) has investments from 1,000 or more accounts, and

(B) does not limit beneficial interests in the fund principally to trust accounts of Restricted Persons or Covered Investors; or

☐ (ix) an insurance company general, separate or investment account, and

(A) the account is funded by premiums from 1,000 or more policyholders, or, if a general account, the insurance company has 1,000 or more policyholders, and

(B) the insurance company does not limit the policyholders whose premiums are used to fund the account principally to Restricted Persons or Covered Investors, or, if a general account, the insurance company does not limit its policyholders principally to Restricted Persons or Covered Investors.

The Subscriber acknowledges that, in making representations to brokers, the Fund will be relying upon the information provided by the Subscriber in this Section and agrees to notify the Fund in writing promptly when any representation made in this Section is no longer accurate.

8. If the Subscriber is a corporation, partnership, limited liability company, trust or other entity, the Subscriber represents, warrants and covenants that: (i) the Subscriber is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) the person executing this Agreement and the Partnership Agreement for the Subscriber is authorized to represent the Subscriber and has the full power and authority under the Subscriber's governing instruments to do so; (iii) the Subscriber has the full power and authority under its governing instruments to become a limited partner in the Fund; and (iv) the equity owners of the Subscriber share in the profits and losses of all investments of the Subscriber in the same way as the basis of their proportional ownership and do not have non-pro rata interests in specified investments of the Subscriber. Furthermore, the Subscriber represents, warrants and covenants that the execution, delivery and performance by it of this Agreement and the Partnership Agreement are: (i) within its powers; (ii) have been duly authorized by all necessary action on its behalf; (iii) require no action by or in respect of, or filing

with, any governmental body, agency or official (except as disclosed in writing to the Fund) in order to make this investment; and (iv) does not contravene, or constitute a breach of, or default under, any provision of: (a) applicable law; (b) governmental rule, regulation or policy statement; (c) the Subscriber's certificate of incorporation or other comparable organizational documents; or (d) any agreement, judgment, injunction, order, decree or other instrument binding upon the Subscriber.

9. If the Subscriber is a corporation, partnership, limited liability company, trust or other entity, the Subscriber represents, warrants and covenants that: (i) it was not formed for the purpose of investing in the Fund; (ii) based on its most recent valuation available, its investment in the Fund constitutes less than 40% of its net assets; and (iii) it will notify the Fund in writing promptly if its investment in the Fund exceeds 40% of its net assets.

10. If the Subscriber is an investment company ("**Investment Company**") as defined in Section 3(a) of the Investment Company Act or an Investment Company that is exempt from registration pursuant to Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act (a "**3(c)(1) or 3(c)(7) Company**"), the Subscriber recognizes that the Fund is restricted by law as to the number of beneficial interests held in the Fund, and, that in determining the number of beneficial interests in the Fund, it may be necessary in certain circumstances to count the beneficial owners of the Subscriber if it owns 10% or more of the total Interests of the limited partners. Accordingly, the Subscriber agrees: (i) to notify the Fund prior to making a capital contribution if it is 3(c)(1) or 3(c)(7) Company or an Investment Company; (ii) to take whatever action is requested by the Fund to have its Interests be less than 10% of the total Interests of the limited partners; and (iii) that the General Partner may require the Subscriber to withdraw at any time such amount of its Interests as is necessary to keep the Subscriber's interest in the Fund below 10% of the total Interests of the limited partners.

11. (a) The Subscriber understands and agrees that the Fund prohibits the investment of monies by any person that is acting, directly or indirectly: (i) in contravention of any laws of the United States or any other relevant jurisdiction, including, without limitation, anti-money laundering laws and regulations; (ii) on behalf of terrorists or terrorist organizations, including, without limitation, those persons that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the Treasury Department's Office of Foreign Assets Control[18] ("**OFAC**") or prohibited by any OFAC sanctions programs or on the sanctions lists adopted by the United Nations, the European Union or the United Kingdom, as such lists may be amended from time to time ("**Sanctions Lists**"), or any person directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programs or on any Sanctions List, or any person operationally based or domiciled in a country or territory in relation to which sanctions imposed by the United Nations, the European Union or the United Kingdom apply or which is otherwise subject to such sanctions; (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure[19], unless the General Partner, after being specifically notified by the Subscriber in writing that it is such a person, conducts further due diligence and determines that such investment shall be permitted; (iv) for a politically exposed person[20],

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[18] The OFAC list may be accessed on the web at http://www.treas.gov/ofac.

[19] Senior foreign political figure means a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a senior foreign political figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. The immediate family of a senior foreign political figure typically includes the political figure's parents, siblings, spouse, children and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

[20] A politically exposed person includes: (i) a person who is or has been entrusted with prominent public functions by a foreign country, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executive of a state owned corporation, and important political party official; (ii) a person who is or has been entrusted domestically with prominent public functions, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executive of a state owned corporation, and important political party official; and (iii) a person who is or has been entrusted with a prominent function by an international organization like a member of senior management, such as a director, a deputy director and a member of the board or equivalent functions. A family member of a politically exposed person includes the politically exposed person's parents, siblings, spouse and children. A close associate of a politically exposed person means any natural person who is known to hold the ownership

a family member of a politically exposed person or a close associate of a politically exposed person, unless the Fund, after being specifically notified by the Subscriber in writing that it is such a person, conducts further due diligence and determines that such investment shall be permitted; or (v) for a foreign shell bank[21] (such persons described in clauses (i) – (v) above are collectively referred to as "**Prohibited Persons**").

(b) The Subscriber represents, warrants and covenants that: (i) it is not, nor is any person controlling, controlled by or under common control with the Subscriber, a Prohibited Person; (ii) the funds invested in the Fund on the Subscriber's own behalf or, if applicable, on behalf of any of its beneficial owners, were not and are not derived from activities that may contravene any U.S. or international laws and regulations, including, without limitation, anti-money laundering laws and regulations; and (iii) to the extent the Subscriber has any beneficial owners[22]: (A) it has carried out thorough due diligence to establish the identities of such beneficial owners; (B) based on such due diligence, the Subscriber reasonably believes that no such beneficial owners are Prohibited Persons; (C) it holds the evidence of the identities and statuses of its beneficial owners and will maintain all such evidence for at least five (5) years from the date of the Subscriber's complete withdrawal from the Fund; and (D) it will make available any additional information and/or documentation that the Fund determines is necessary to comply with applicable laws and regulations.

(c) If any of the representations, warranties or covenants in this Section ceases to be true or if the Fund no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Fund may, in accordance with applicable law, be obligated to freeze the Subscriber's investment, either by prohibiting additional investments, declining or suspending any withdrawal requests and/or segregating the assets constituting the investment, or the Subscriber's investment may immediately be involuntarily withdrawn by the Fund, and the Fund may also be required to report such action and to disclose the Subscriber's identity to OFAC or other governmental authority. In the event that the Fund is required to take any of the foregoing actions, the Subscriber understands and agrees that it shall have no claim against the Fund, the General Partner, the Investment Manager, Yulish & Associates (the "**Administrator**") or any of their respective directors, members, principals, managers, partners, shareholders, officers, employees, agents, affiliates or representatives for any form of damages as a result of any of the aforementioned actions.

(d) The Subscriber understands and agrees that any withdrawal proceeds paid to it will be paid to the same account from which the Subscriber's investment in the Fund was originally remitted unless the Administrator agrees to pay the funds to another account. In this connection, please provide the requested information below relating to the originating account of the Subscriber.

Bank Name:_____

Bank Address:_____

ABA or CHIPS No.:_____

Account Name:_____

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or control of a legal instrument or person jointly with a politically exposed person, or who maintains some other kind of close business or personal relationship with a politically exposed person, or who holds the ownership or control of a legal instrument or person which is known to have been established to the benefit of a politically exposed person.

[21] Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (i) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable; and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank.

[22] Beneficial owners will include, but not be limited to: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund-of-funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an individual retirement account ("IRA"); (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person being represented by the Subscriber in an agent, representative, intermediary, nominee or similar capacity. If the beneficial owner is itself an entity, the information and representations set forth herein must also be given with respect to its individual beneficial owners. If the Subscriber is a publicly traded company, it need not conduct due diligence as to its beneficial owners.

Account No.:_____

For Further Credit: _____

(e) The Subscriber understands and agrees that each of the General Partner, the Investment Manager and the Administrator reserves the right to request such further information and/or documentation as it considers necessary to verify the identity of the Subscriber. In the event of delay or failure by the Subscriber to produce any information and/or documentation required for verification purposes, the General Partner may refuse to accept a capital contribution until proper information and/or documentation has been provided, and any funds received will be returned without interest thereon to the account from which the monies were originally debited.

12. The Subscriber agrees to execute properly and provide to the Fund in a timely manner any information and/or documentation regarding the Subscriber that the Fund or its agents may request in writing from time to time in connection with the Fund's and/or its affiliates' obligations under, and compliance with, applicable laws and regulations, including, without limitation, applicable tax and securities laws of the United States or any other relevant jurisdiction (*e.g.,* the Securities Act, the Investment Company Act, the Advisers Act, and the Code). By executing this Agreement, the Subscriber waives any provision under the laws and regulations of any U.S. or non-U.S. jurisdiction that would, absent a waiver, prevent or inhibit the Fund's compliance with applicable law or regulation, including, without limitation, by preventing either: (i) the Subscriber from providing any requested information and/or documentation; or (ii) the disclosure by the Fund and/or its agents of the provided information or documentation to applicable legal or regulatory authorities. In particular, but without limitation, the Subscriber agrees to provide any information and/or documentation regarding itself and its beneficial owners requested by the Fund or its agents in connection with the Foreign Account Tax Compliance Act provisions enacted under the Hiring Incentives to Restore Employment Act ("**FATCA**"), and any guidance or Treasury Regulations relating thereto and published from time to time, as well as any legislation, rules or practices adopted pursuant to any applicable intergovernmental agreement entered into in connection with the implementation of FATCA.

13. The Subscriber agrees to indemnify and hold harmless the Fund, the General Partner, the Investment Manager, the Administrator and each of their respective directors, members, principals, managers, partners, shareholders, officers, employees, agents, affiliates and representatives from and against any and all actions, proceedings, claims, demands, losses, liabilities, damages, costs, fees and expenses (including legal fees and disbursements, taxes and penalties) that may result, directly or indirectly, from any: (i) inaccuracy in, misrepresentation or breach of any representation, warranty, condition, covenant or agreement set forth in this Agreement or in any other information or documentation provided by the Subscriber to the Fund, or provided on its behalf, relating to the Fund; or (ii) action or inaction of the Subscriber in connection with its obligations under this Agreement. This indemnification obligation shall survive the Subscriber's death or disposition of its Interests.

14. The Subscriber confirms that it has read and understands the Investment Manager's privacy policy attached hereto as Schedule C.

15. If the Subscriber is: (i) a Government Entity; (ii) acting as trustee, custodian or nominee for a beneficial owner that is a Government Entity; or (iii) an entity substantially owned by a Government Entity and the investment decisions of such entity are made or directed by such Government Entity, the Subscriber represents, warrants and covenants that, other than the compliance obligations set forth in Rule 206(4)-5 under the Advisers Act (the "Pay to Play Rule"), no compliance obligations arising from applicable "pay to play" and/or lobbyist disclosure laws, rules or guidelines will be imposed on the Fund, the General Partner, the Investment Manager or any of their respective directors, members, principals, managers, partners, shareholders, officers, employees, agents, affiliates and representatives in connection with the Subscriber's capital contribution to the Fund unless the Subscriber indicates otherwise by checking the box below.

☐ Other than the Pay to Play Rule, the only "pay to play" and/or lobbyist disclosure laws, rules or guidelines to which the Fund, the General Partner, the Investment Manager or any of their respective directors, members, principals, managers, partners, shareholders, officers, employees,

agents, affiliates and representatives will be subject in connection with the Subscriber's capital contribution to the Fund are those identified by the Subscriber below:

_____;

_____;

_____.

16. The Subscriber hereby agrees that: (i) each time it makes an additional capital contribution to the Fund, all statements, representations, warranties and covenants made in this Agreement, including representations regarding its status as an "accredited investor" and a "qualified client" as those terms are defined in the Federal securities laws, will be deemed to be reaffirmed by it; and (ii) if any of the statements, representations, warranties or covenants made in this Agreement become untrue or inaccurate, the Subscriber shall promptly notify the Fund in writing.

17. By executing this Agreement, the Subscriber specifically agrees that it will keep confidential and will not disclose to third parties (other than its tax or other financial advisors under like conditions of confidentiality) any and all information regarding the Fund, including, without limitation, the Fund's performance; provided, however, that this confidential treatment shall not apply to the tax treatment and tax structure of an investment in the Fund and all materials of any kind (including opinions or other tax analyses) that are provided to the Subscriber relating to such tax treatment and tax structure.

18. **Electronic Delivery of Reports and Other Communications:** The Fund, the General Partner, the Investment Manager and/or the Administrator may provide the Subscriber (or its designated agents): (i) statements, reports and all other communications relating to: (a) the Fund; and (b) the Subscriber's investment in the Fund, including, without limitation, capital account information, capital contribution and withdrawal activity, annual and other updates of the Fund's consumer privacy policies and procedures; and (ii) all communications relating to the Investment Manager (including, without limitation, the Investment Manager's privacy policy and any other communication required under the Advisers Act) (collectively, "**Fund Information**"), in electronic form, such as through a file attached to an e-mail sent to the e-mail address provided by the Subscriber, or over a private internet site, in lieu of or in addition to sending such Fund Information as hard copies via facsimile or mail. If Fund Information is made available over the internet, the Subscriber may be notified of its availability through an e-mail sent to the e-mail address provided by the Subscriber. E-mail messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. The Fund, the General Partner, the Investment Manager and the Administrator make no warranties in relation to these matters. Each of the Fund, the General Partner, the Investment Manager and the Administrator reserve the right to intercept, monitor and retain e-mail messages to and from its systems as permitted by applicable law. If the Subscriber has any doubts about the authenticity of an e-mail purportedly sent by the Fund, the General Partner, the Investment Manager or the Administrator, the Subscriber is required to promptly contact the purported sender. The Subscriber agrees that it will be solely responsible for notifying the Fund in writing of any change in its e-mail address and that the Fund may not seek to verify or confirm the Subscriber's e-mail address as provided. If the Subscriber does not have access to the internet or e-mail, the Subscriber should not consent to electronic delivery of Fund Information. The General Partner's acceptance of the Subscriber's capital contribution is not conditioned on the Subscriber's consent to electronic delivery of Fund Information. The Subscriber may revoke its consent to electronic delivery of Fund Information at any time upon written notice to the Fund and receive all Fund Information in paper format. The Subscriber may also request delivery of a paper copy of any Fund Information by contacting the Fund and/or the Administrator.

Please check the appropriate box:

☐ The Subscriber agrees to receive Fund Information in electronic form, at the General Partner's discretion, in lieu of or in addition to a separate mailing of paper copies until such time as it no longer has the right to receive Fund Information or it revokes its consent in writing.

☐ The Subscriber declines to receive Fund Information in electronic form in lieu of or in addition to a separate mailing of paper copies.

19. Set forth below are the names of persons authorized by the Subscriber to give and receive instructions between the Fund (or the Administrator) and the Subscriber, together with the respective signatures of such persons. The persons listed below are the only persons so authorized until further written notice is provided to the Administrator, signed by one or more of such persons, that is actually received by the Administrator:

(please attach additional pages if needed)

Names	Signatures

20. (a) This Agreement shall be binding upon the Subscriber and its successors and permitted assigns and shall inure to the benefit of the Fund's successors and assigns. This Agreement shall survive the acceptance of the subscription and if the Subscriber consists of more than one person, shall be the joint and several obligation of each such person.

(b) If any provision hereof shall be found invalid or unenforceable under any applicable law, it shall be deemed inoperable to that extent and its invalidity or inoperability shall not affect any other provision hereof.

(c) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.

21. **Electronic Signature Acceptance**. This Agreement may be signed by any party manually or by way of an electronic or digital signature or by a signature or a representation of a signature affixed by mechanical means and may be reproduced as an electronic record and delivered to the Fund by e-mail or by delivery through a web or other electronic portal. The Fund, the General Partner, the Investment Manager and the Administrator may rely conclusively upon any such electronic or digital signature and will incur no liability to the Subscriber in respect thereof. For the avoidance of doubt, the Subscriber's execution and delivery of this Agreement by electronic or digital signature and electronic transmission (jointly, an "**Electronic Signature**"), including via DocuSign or other similar method, will constitute the execution and delivery of a counterpart of this Agreement by or on behalf of the Subscriber and will bind the Subscriber to the terms of this Agreement. By executing and delivering this Agreement by an Electronic Signature, the Subscriber further agrees to take any and all reasonable additional actions, if any, evidencing its intent to be bound by the terms of this Agreement, as may be reasonably requested by the General Partner and/or the Administrator.

22. The parties agree that this Agreement is governed by, and to be construed in accordance with, the laws of the State of California, without regard to the conflict of law rules thereof. The Subscriber further consents to exclusive jurisdiction and venue for any action arising out of this Agreement in any state or federal court located in California.

[SIGNATURE PAGE FOLLOWS]

This page constitutes the signature page for this Agreement and the Partnership Agreement, and execution of this signature page constitutes execution of each.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this ____ day of _____, _____.

SURVIVOR & THRIVER FUND, LP

By: JDP Capital Management, LLC

By:_____
Name:
Title:

SUBSCRIBER:

Name of Subscriber

_____

Signature of Subscriber or Authorized Signatory[23]

_____

Name and Title of Authorized Signatory

_____

Taxpayer Identification or Social Security # of Subscrit

_____

Date of Birth of Subscriber

_____

Residence Address of Subscriber (if an individual)[24]:

_____
_____
_____

Principal Place of Business of Subscriber
(if an entity):

_____
_____
_____

Residence Telephone Number:

_____

Business Telephone Number:

_____

Facsimile Number:

_____

E-mail Address:

_____

[23] If the Subscriber is an IRA or a self-directed pension plan or this Agreement is being executed by a custodian or a directed trustee, the custodian or trustee of the Subscriber executes this Agreement and the fiduciary who directed the IRA's or pension plan's investment in the Fund is required to execute the representation on the next page.

[24] The Subscriber represents that the address and the principal place of business (as applicable) set forth on this page are the correct address and principal place of business, respectively, of the Subscriber and will be used by the Fund for all purposes.

ADDITIONAL REPRESENTATION WITH RESPECT TO INVESTMENT FROM AN IRA OR SELF-DIRECTED PENSION PLAN OR BY A CUSTODIAN OR A DIRECTED TRUSTEE

If the Subscriber is an individual retirement account ("**IRA**") or a self-directed pension plan, or this Agreement is being executed by a custodian or a directed trustee, the individual who established the IRA or the person who directed the pension plan's investment in Survivor & Thriver Fund, LP (the "**Fund**"), as the case may be (the "**Fiduciary**") has: (i) directed the custodian or trustee of the Subscriber to execute this Agreement on the line set forth for an Authorized Signatory on the signature page of the Fund's subscription agreement; (ii) exclusive authority with respect to the decision to invest in the Fund; and (iii) signed below to indicate that he or she has reviewed, directed and certifies to the accuracy of the representations, warranties and covenants made by the Subscriber in making a capital contribution for limited partnership interests in the Fund. If this Additional Representation with Respect to Investment from an IRA or Self-Directed Pension Plan or by a Custodian or a Directed Trustee has been executed by the Fiduciary, the Fund and the Investment Manager acknowledge and agree that all representations made by the Subscriber or the Fiduciary in this Agreement are made by and at the direction of the Fiduciary and not by the Subscriber's trustee or custodian.

_____
Name

_____
Signature

Name and Address of Custodian/Trustee
and Contact Individual:

_____

_____

_____

Account or other Reference Number:

_____

Custodian's Tax I.D. Number:

_____

SCHEDULE A

Definition and Valuation of "Investments" for Purposes of Determining Accredited Investor Status

For purposes of Section 2.A.(xii) of this Agreement, the term "Investments" has the meaning set forth in Rule 2a51-1(b) of the Investment Company Act of 1940, as amended, and includes the following:

(i) securities which are publicly-traded and listed on a U.S. national securities exchange or traded on NASDAQ;

(ii) shares in registered investment companies such as mutual funds and money market funds;

(iii) interests in private investment companies such as hedge funds, commodity pools and similar private investment companies;

(iv) cash and cash equivalents (including foreign currencies) held for investment purposes;

(v) real estate held for investment purposes;

(vi) shares of non-public companies which have total shareholder equity of $50 million or more; and

(vii) commodity interests, including commodity futures contracts and options thereon, swaps and other financial contracts.

The term "Investments" **DOES NOT** include the following:

(i) jewelry, artwork, antiques and collectibles; and

(ii) shares in a non-public company in which the Subscriber has a controlling interest (presumed to exist if the Subscriber owns more than 25% of the voting interests).

"Investments" should be valued at either their fair market value as of the most recent practicable date or at cost.

SCHEDULE B

DEFINITION OF U.S. PERSON
Rule 902 of the Securities Act of 1933 (the "Securities Act")

(1) "U.S. Person" means:

(i) any natural person resident in the United States;

(ii) any partnership or corporation organized or incorporated under the laws of the United States;

(iii) any estate of which any executor or administrator is a U.S. Person;

(iv) any trust of which any trustee is a U.S. Person;

(v) any agency or branch of a non-U.S. entity located in the United States;

(vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;

(vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or

(viii) any partnership or corporation if:

(A) organized or incorporated under the laws of any non-U.S. jurisdiction; and

(B) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.

(2) Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States shall not be deemed a "U.S. Person".

(3) Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person shall not be deemed a U.S. Person if:

(i) an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and

(ii) the estate is governed by non-U.S. law.

(4) Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a U.S. Person shall not be deemed a U.S. Person if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person.

(5) Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a U.S. Person.

(6) Notwithstanding (1) above, any agency or branch of a U.S. Person located outside the United States shall not be deemed a "U.S. Person" if:

(i) the agency or branch operates for valid business reasons; and

(ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.

(7) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans shall not be deemed "U.S. Persons".

SCHEDULE C

WHAT DOES SURVIVOR & THRIVER FUND, LP DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives our clients the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

We do not disclose nonpublic personal information about our clients or former clients to third parties other than as described below.

Personal information we collect. We collect personal information about you in connection with our providing advisory services to you. This information includes your social security number and may include other information such as your:

- Assets;
- Investment experience;
- Transaction history;
- Income; and
- Wire transfer instructions.

How we collect this information. We collect this information from you through various means, including, without limitation, when you give us your contact information, enter into an investment advisory contract with us, buy securities (i.e., interests in a fund) from us, tell us where to send money, or make a wire transfer. We also may collect your personal information from other sources, such as our affiliates[25] or other non-affiliated companies.

How we use this information. All financial companies need to share customers' personal information to run their everyday business and we use the personal information we collect from you for our everyday business purposes. These purposes may include, for example:

- To provide advisory services to you.
- To open an account for you.
- To process a transaction for your account.
- To market products and services to you.
- To respond to court orders and legal investigations.

Disclosure to others. We may provide your personal information to our affiliates and to firms that assist us in servicing your account and have a need for such information, such as a broker or fund administrator. We may also disclose such information to service providers and financial institutions with whom we have joint marketing arrangements (i.e., a formal agreement between non-affiliated financial companies that together market financial products or services to you, such as placement agents). We require third-party service providers and financial institutions with which we have joint marketing arrangements to protect the confidentiality of your information and to use the information only for the purposes for which we disclose the information to them. These sharing practices are consistent with Federal privacy and related laws, and in general, you may not limit our use of your personal information for these purposes under such laws. We note that the Federal privacy laws only give you the right to limit the certain types of information sharing that we do not engage in (e.g., sharing with our affiliates certain information relating to your transaction history or creditworthiness for their use in marketing to you, or sharing any personal information with non-affiliates for them to market to you).

[25] Our affiliates are companies related to us by common ownership or control and can include both financial and non-financial companies. Non-affiliates are companies not related to us by common ownership or control and can include both financial and non-financial companies.

How we protect your personal information. To protect your personal information from unauthorized access and use, we use security measures that comply with Federal law. These measures include computer safeguards and secured files and buildings.

Who is providing this Privacy Notice. This Privacy Notice relates to the following entities:

- JDP Capital Management, LLC
- Survivor & Thriver Fund, LP
- JDP Offshore Limited

Who to contact with questions. If you have any questions about this Privacy Notice, please contact Jeremy Deal at jeremy@jdpcap.com.

SCHEDULE D

TAX FORM

All Subscribers are required to submit an Internal Revenue Service Tax Form W-9. The most current version of such Form is located at: http://www.irs.gov/pub/irs-pdf/fw9.pdf.

ADDITIONAL CAPITAL CONTRIBUTION FORM
SURVIVOR & THRIVER FUND, LP

Survivor & Thriver Fund, LP
c/o JDP Capital Management, LLC
Attention: Jeremy Deal
227 Rainbow Drive, Suite 12780
Livingston, TX 77399-2027
Telephone: (619) 890-9575
Email: jeremy@jdpcap.com

Dear Sir or Madam:

The undersigned limited partner (the "**Limited Partner**") in Survivor & Thriver Fund, LP (the "**Fund**") hereby wishes to contribute additional capital to the Fund on the earliest date on which JDP Capital Management, LLC (the "**General Partner**") elects to accept this additional capital contribution. Upon the provisional acceptance by the General Partner of the Limited Partner's offer to contribute additional capital to the Fund, the Limited Partner shall contribute such capital in United States currency by bank-to-bank wire transfer pursuant to the wire instructions below.

Additional Capital Contribution Amount: $[_____]

Wire Instructions:

Bank name: City National Bank
Bank Address: 150 California Street, Suite 100, San Francisco, CA 94111
Bank ABA Routing Number: 122016066
For benefit of: **Survivor &Thriver Fund, LP**
Fund Account Number: 201015324
Reference: ***[NAME OF INVESTOR***]

IMPORTANT:

i. Please ensure that the wiring bank identifies the Limited Partner's name and account number on the wire transfer. The bank account information, including the bank account number, must be identical to the bank account used by the Limited Partner to make its initial contribution to the Fund.

ii. Please instruct the wiring bank to charge any applicable wire fees separately so that the full amount stated above on this Additional Capital Contribution Form will be invested in the Fund.

A completed and executed copy of this Additional Capital Contribution Form, including additional information and/or documentation, if requested, must be received by the General Partner at least five (5) Business Days (as defined below) prior to the requested effective date of the additional capital contribution. Payment of the amount of the additional capital contribution should be received by the Fund at least three (3) Business Days prior to requested effective date of the additional capital contribution. For purposes of this Additional Capital Contribution Form, a "**Business Day**" means any day on which banks are open in San Francisco, California.

The General Partner will use reasonable efforts to acknowledge in writing all additional capital contribution requests that are received in good order. A Limited Partner failing to receive such written acknowledgement from the General Partner within five (5) Business Days should contact the General Partner to obtain the same. Failure to obtain such a written acknowledgement from the General Partner may delay or render the request void, unless otherwise permitted by the Fund.

The Limited Partner acknowledges that: (i) it is purchasing additional limited partnership interests in the Fund on the terms and conditions contained in the: (A) Confidential Private Offering Memorandum of the Fund, as amended or supplemented from time to time; (B) Second Amended and Restated Limited

Partnership Agreement of the Fund, as amended from time to time; and (C) Subscription Agreement of the Fund previously executed by the Limited Partner and accepted by the Fund (the "**Subscription Agreement**"); (ii) the statements, representations, warranties and covenants made by the Limited Partner, as well as the information and documentation provided by the Limited Partner, pursuant to the Subscription Agreement continue to be true and accurate as of the date set forth below, including, without limitation, representations, warranties and covenants regarding its status as an "accredited investor" and a "qualified client" as those terms are defined in the Federal securities laws; and (iii) all agreements of the Limited Partner set forth in the Subscription Agreement are hereby reaffirmed and continue to be binding on the Limited Partner. This Additional Capital Contribution Form is governed by, and to be construed in accordance with, the laws of the State of California, without regard to the conflict of law rules thereof.

If the account being used to make this additional capital contribution is different than the one used by the Limited Partner to make its previous investment in the Fund, please provide full details below:

(PLEASE USE BLOCK CAPITALS)

Account Details	
Bank Account Name	
Bank Account Number	
IBAN Number	
Bank Details	
Bank Name	
Bank Address	
Bank Country	
ABA or CHIPS Number	
SWIFT Code	
Intermediary Bank Details	
Intermediary Bank 1 (if any)	
Intermediary Bank Name	
Intermediary Bank SWIFT Code	
FFC Account Name	
FFC Account Number	
Intermediary Bank 2 (if any)	
Intermediary Bank Name	
Intermediary Bank SWIFT Code	
FFC Account Name	
FFC Account Number	
Additional Reference	

Please note that a full bank address and bank country must be supplied.

THE LIMITED PARTNER AGREES TO NOTIFY THE FUND AND THE GENERA PARTNER PROMPTLY SHOULD THERE BE ANY CHANGE IN ANY OF THE FOREGOING INFORMATION.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, _____

For Entity Limited Partners:

Entity Name: _____

By: _____
(Authorized Signature)

Name: _____

Title: _____

By: _____
(Authorized Signature)

Name: _____

Title: _____

Phone: _____

Fax: _____

E-Mail: _____

For Individual Limited Partners:

Name: _____

_____
(Signature)

Name of Joint Limited Partner, if applicable:

_____

_____
(Signature)

Phone: _____

Fax: _____

E-Mail: _____

WITHDRAWAL REQUEST FORM
SURVIVOR & THRIVER FUND, LP

Survivor & Thriver Fund, LP
c/o JDP Capital Management, LLC
Attention: Jeremy Deal
227 Rainbow Drive, Suite 12780
Livingston, TX 77399-2027
Telephone: (619) 890-9575
Email: jeremy@jdpcap.com

Dear Sir or Madam:

The undersigned limited partner (the "**Limited Partner**") in Survivor & Thriver Fund, LP (the "**Fund**") hereby requests to withdraw that portion of its capital account in the Fund ("**Capital Account**") on the next available withdrawal date following receipt of this letter as indicated below:
(check one):

☐ all of the Limited Partner's Capital Account;

☐ a portion of the Limited Partner's Capital Account in the amount of $_____; or

☐ _____% of the Limited Partner's Capital Account.

Requested Effective Date of the Withdrawal: _____

The cash proceeds of the withdrawal will be paid to the same account from which the Limited Partner's investment in the Fund was originally remitted unless alternative bank account instructions are submitted in a form acceptable to the General Partner, signed by one or more of the individuals authorized to act on behalf of the Limited Partner under the Limited Partner's subscription agreement with the Fund.

None of the Fund or JDP Capital Management, LLC will be responsible for any mis-delivery or non-receipt of any withdrawal request. Withdrawal requests will only be effective when actually received. The General Partner will confirm withdrawal requests that are received in good order. A Limited Partner that fails to receive a confirmation from the General Partner within five (5) Business Days should contact the General Partner to obtain the same. For purposes of this Withdrawal Request Form, a "**Business Day**" means any day on which banks are open in San Francisco, California. **Failure by a Limited Partner to ensure receipt of a withdrawal request will render the request void, unless otherwise permitted by the Fund.**

[SIGNATURE PAGE FOLLOWS]

Dated: _____, _____

For Entity Limited Partners:

Entity Name: _____

By: _____
(Authorized Signature)

Name: _____

Title: _____

By: _____
(Authorized Signature)

Name: _____

Title: _____

Phone: _____

Fax: _____

E-Mail: _____

For Individual Limited Partners:

Name: _____

_____
(Signature)

Name of Joint Limited Partner, if applicable:

_____

_____
(Signature)

Phone: _____

Fax: _____

E-Mail: _____