Entity or Trust
eProbito LLC
Name of the Subscriber
\$ 2,500.00
Investment Amount
<sub>\$</sub> _125.00
Expense Allowance
Date

THE MEMBERSHIP INTERESTS (THE "MEMBERSHIP INTERESTS") OF Guindy Alumni Angels, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "FUND") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), THE SECURITIES LAWS OF ANY STATE OR ANY OTHER APPLICABLE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. SUCH MEMBERSHIP INTERESTS MUST BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT, ANY APPLICABLE STATE SECURITIES LAWS, AND ANY OTHER APPLICABLE SECURITIES LAWS; AND (II) THE TERMS AND CONDITIONS OF THE OPERATING AGREEMENT. THEREFORE, PURCHASERS OF SUCH MEMBERSHIP INTERESTS SHALL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Guindy Alumni Angels, LLC

## UPDATED SUBSCRIPTION AGREEMENT AND QUESTIONNAIRE

Target Investment Name:

Boltive Inc.

LEGAL NAME OF THE COMPANY IN WHICH THE INVESTMENT WILL BE MADE

The subscriber named on the signature page to this Subscription Agreement and Questionnaire (the "Subscriber") hereby applies to become a Member of Guindy Alumni Angels, LLC, a Delaware limited liability company (the "Fund"), on the terms and conditions set forth in this Subscription Agreement and Questionnaire and the Operating Agreement of the Fund, as the same may be amended and/or restated from time to time (the "Operating Agreement"), for the purpose of investing the amount listed on the signature page as the "Total Subscription" to the Fund in order to invest the Investment Amount in the Targeted Investment and to fund the "Expense Allowance" for the operating expenses of the Fund related thereto. Upon acceptance of the Subscriber's subscription by the Managing Member of the Fund, the Subscriber agrees to be bound by all of the terms and provisions of the Operating Agreement. The Subscription Agreement"), and the Subscription Agreement and Questionnaire of the Fund (the "Prior Subscription Agreement"), and the Subscriber is confirming the representations, warranties, covenants and responses to the questionnaire made in the Prior Subscription Agreement in this Updated Subscription Agreement and Questionnaire without restating such representations, warranties, covenants and responses herein. Capitalized terms used but not otherwise defined in this Updated Subscription Agreement and Questionnaire have the respective meanings given to such terms in the Operating Agreement.

- 1. Subscription for Interest. The Subscriber hereby irrevocably subscribes for a limited liability company interest (the "Membership Interest") in the Fund on the terms and conditions set forth in this Updated Subscription Agreement and Questionnaire for the purpose of investing in the Targeted Investment. Unless the subscription is rejected by the Managing Member, the Subscriber (i) understands that the Subscriber is not entitled to cancel, terminate or revoke this subscription or any agreements of the Subscriber hereunder and (ii) hereby irrevocably commits to make a Capital Contribution in respect of the Membership Interest, on the terms and subject to the conditions described herein and in the Operating Agreement, in an amount equal to the lesser of the aggregate amount set forth on the signature page hereto or the amount accepted by the Managing Member. Capital Contributions shall be made in accordance with the payment instructions set forth on the signature page hereto. Such subscription, when and if accepted by the Managing Member, will constitute a Capital Contribution by the Subscriber to the Fund, in accordance with the Operating Agreement.
- 2. Acceptance of Subscription; Early Termination of Offering. The Subscriber acknowledges and agrees that the Managing Member has the right, in its sole discretion, to accept or reject this subscription in whole or in part or to terminate the offering of the Membership Interest (the "Offering"), in each case at any time, for any reason or no reason, and without liability (except for the return of any funds previously delivered by the Subscriber without interest). If the Subscriber's subscription is accepted, the Managing Member will notify the Subscriber. If the Subscriber's subscription is rejected, or if the Offering is terminated, the Subscriber shall not have any claim of any kind or nature whatsoever against the Fund or the Managing Member, or any of their respective members, managers, officers, employees or agents, including any claim to any interest in the Fund with respect to the Membership Interest, other than for the return of any funds (without interest) previously delivered by the Subscriber with respect to the Membership Interest. The Subscriber shall have the right to revoke its subscription by providing written notice of its election to revoke to the Managing Member if the Managing Member has not accepted the Subscriber's subscription, in whole or in part, on or prior to the 180th day following the date that the Subscriber subscribes for the Membership Interest, as indicated by the date on the Subscriber's executed signature page.
- 3. Representations and Warranties and Covenants and Responses. The representations and warranties and covenants and responses of the Subscriber contained in the Prior Subscription Agreement continue to be true and correct in respects as of the date hereof and the Subscriber hereby agrees to be bound by all the terms and conditions of the Prior Subscription Agreement with the respect to the Fund (other than the identity of the Targeted Investments and the amounts of the subscriptions) and such terms and conditions of the Prior Subscription Agreement are hereby incorporated herein by reference.

[Remainder of page intentionally left blank.]

## Guindy Alumni Angels, LLC <u>UPDATED SUBSCRIPTION AGREEMENT AND QUESTIONNAIRE/OPERATING AGREEMENT SIGNATURE PAGE</u>

## **Fill Out Completely**

This signature page constitutes the signature page for the Subscription Agreement and Questionnaire and the Operating Agreement. Execution of this signature page constitutes execution of, and the undersigned hereby authorizes this signature page to be attached to a counterpart of, each of these documents.

N WITNESS WHEREOF, the undersigned has execu Questionnaire and the Operating Agreement as of _		n Agreement and	
	INVESTMENT AMOUNT:	\$_2,500.00	
EXPENSE ALLOWANCE:		\$_125.00	
TOTAL SUBSCRIPTION AMOUNT:		\$ 2,625.00	
SUBSCRIBER'S STATE OF PRINCIPAL PLACE OF OR PLACE OF RESIDENCE (IF AN INDIVIDUAL):  (Name of Entity or Trust)		ual or Revocable Trust)	
By:			
(Signature)	(Signature)		
(Name of Signatory)	(Name of Joint Owner (if any))		
(Title)	(Signature of	(Signature of Joint Owner)	

PAYMENT INSTRUCTIONS FOR CAPITAL CONTRIBUTION: BY WIRE TRANSFER, TO THE FOLLOWING ACCOUNT:

Account Name: Guindy Alumni Angels LLC

Account Address: 3003 Tasman Drive, Santa Clara, CA 95054, USA

Bank: Silicon Valley Bank Routing Number: 121140399 Account Number: 3302738713

## **MANAGING MEMBER'S ACCEPTANCE PAGE**

FOR FUND USE ONLY: **ACCEPTANCE:** Pursuant to the Subscription Agreement and Questionnaire & the Operating Agreement, the Subscription of the Subscriber named below is hereby accepted in the amount of:  $\$\frac{2,625.00}{1}$  in connection with the Membership Interest for the Targeted Investment and the Subscriber is hereby admitted as a Member with respect to the Membership Interest as of: Guindy Alumni Angels, LLC Bv: Guindy Alumni Angels, Managing Member SUBSCRIBER ACCEPTANCE CRITERIA CHECKLIST YES NO BY Subscriber's Guindy Alumni Angels Membership Dues Paid in Full Subscriber signed Guindy Alumni Angels Membership Agreement for Full Members deposited by subscriber in Guindy Alumni Angels, LLC bank Deposit Bank Reference: Bank Deposit Date: \_\_\_\_\_ IRS form W-9, W-8BEN, or W8BEN-E completed and on file Managing Member justify below any fields marked "NO":