

SUBSCRIPTION COMPLETION PACKAGE

CASPER GROVE PARTNERS, LLC,
a Delaware limited liability company (the “Company”).

U.S. \$7,800,000 MAXIMUM OFFERING AMOUNT
U.S. \$6,000,000 MINIMUM OFFERING AMOUNT

7,800 Units (Maximum) 6,000 Units (Minimum)

Minimum Investment: \$50,000 Price Per Unit: \$1,000 / Unit

Total Subscription Amount (\$):	150,000	Total Number of Units ¹ :	150
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Exact Name(s) in which the investment should be registered:
(e.g., John Smith, John & Mary Smith Joint Tenants, Smith Industries, LLC, The John M. Smith Revocable Trust):

Ashish Aluwalia & Gowri Kamarthy

If registration will be in joint, trust, or entity name, see p. 2 for list of additional documentation required.

Ashish

Print **FIRST** Name (Investor/Authorized Signor)

Aluwalia

Print **LAST** Name (Investor/Authorized Signor)

137-11-7706

SSN or Tax ID Number

08/22/1968

Date of Birth (mm-dd-yyyy)

Gowri

Print **FIRST** Name of Joint Investor (if applicable)

Kamarthy

Print **LAST** Name of Joint Investor (if applicable)


037-60-2356

SSN of Joint Investor (if applicable)

12/17/1971

Date of Birth of Joint Investor (if applicable)

BROKER-DEALER USE ONLY

Registered Rep Name: Sudhir Pai Broker-Dealer/RIA Name: Emerson Equity, LLC
Principal Name (if required):  Principal Signature: _____
Date Principal Signed: _____

¹ The number of units may be automatically calculated and is subject to adjustment based on a number of factors, including but not limited to special terms offered by the Manager.

By completing, signing and submitting this Subscription Completion Package, you agree that you have been given an opportunity to (a) review the material documents related to the Offering, including, but not limited to, the **Confidential Private Placement Memorandum of Casper Grove Partners, LLC**, dated May 29, 2020, as supplemented by that certain Supplement to Confidential Private Placement Memorandum of Casper Grove Partners, LLC, dated September 10, 2020 (collectively, the “**Memorandum**”), and the attached Investor Questionnaire and Subscription Agreement and Joinder Agreement (collectively, the “**Subscription Documents**”) prior to subscribing to the Company. No person is authorized to receive these documents unless such person has previously received, or simultaneously receives, a copy of the Memorandum, the Subscription Documents and other Offering materials delivered herewith, as the same may be supplemented from time to time (the “**Materials**”), relate to the Company and its private placement offering described in detail in the Memorandum (the “**Offering**”).

No person is authorized to receive these documents unless such person has previously received, or simultaneously receives, a copy of the Materials. Delivery of these documents to anyone other than the original offeree is unauthorized, and any reproduction or circulation of these documents, in whole or in part, is prohibited.

If, after you have carefully reviewed the Materials, you decide to subscribe, please complete the foregoing information and follow the instructions listed below. The information requested in the Subscription Documents is necessary to ensure the availability of the exemption from registration under the Securities Act of 1933, 15 U.S.C. § 77a, *et seq.*, as amended (the “**1933 Act**”), pursuant to Section 4(a)(2) and Rule 506 of Regulation D (17 C.F.R. § 230.506) promulgated thereunder. The Company’s Manager, in its absolute discretion, may reject any subscription request at any time prior to the closing of the Offering. Any prospective investor desiring to subscribe for an investment as a member of the Company, may only do so by means of the completion, delivery and acceptance of the Subscription Documents, which must be properly and fully completed and signed, and remittance by wire transfer of the appropriate amount to the escrow agent (refer to the “Wiring Instructions” page included in this package). Subscription Documents that are missing requested information or signatures will not be considered for acceptance unless and until such information or signatures are provided (Investors that are entities may be required to furnish other or additional documentation evidencing the authority to invest in the Company).

You further attest that the information you provide in this Subscription Completion Package is true and accurate and may be relied upon by the Company, its affiliates, and the broker-dealer; you agree to be bound by the Legal/Disclosure clause stated on the Broker Dealer Investor Questionnaire.

IN WITNESS WHEREOF, the undersigned, by executing the Subscription Documents, adopts, accepts and agrees to be bound by all of its terms as of the date written below.

DocuSigned by:
Ashish Aluwalia
2F8C3C610A8F61

Signature (or Authorized Signor, if entity)

Ashish

Print **FIRST** Name (Investor/Authorized Signor)

Aluwalia

Print **LAST** Name (Investor/Authorized Signor)

09-27-2020

Date Signed (mm-dd-yyyy)

DocuSigned by:
Gowri Kamarthy
8BEF6834ADF8428

Signature of **Joint** Owner (if applicable)

Gowri

Print **FIRST** Name of Joint Investor (if applicable)

Kamarthy

Print **LAST** Name of Joint Investor (if applicable)

09-27-2020

Date Signed – Joint Investor (if applicable)

The Subscription Agreement and Joinder Agreement will be binding upon and enforceable against the Company, and a prospective investor will be admitted as a Member of the Company, only when such documents have been approved and countersigned by the Manager. Upon the Manager’s acceptance of the Subscription Amount and the Subscriber’s subscription for the Units so subscribed, the Manager shall notify the Subscriber of such acceptance as of the date of such notice (the “**Closing Date**”).

ACCEPTANCE OF SUBSCRIPTIONS; MINIMUM OFFERING AMOUNT. The acceptance of subscriptions is within the absolute discretion of the Manager, which may require additional information before making a determination. The Manager will seek to notify the Subscriber of its acceptance or rejection of the subscription before the date of the subscription. If the subscription is rejected, the Company will promptly refund (without interest) to the Subscriber any subscription payments received by the Company. The Offering being conducted pursuant to the Memorandum contains a minimum aggregate offering amount of \$6,000,000 (the “**Minimum Offering Amount**”). If the Minimum Offering Amount has not been subscribed for on or before the Offering Termination Date, any subscription payments received by the Company from the Subscriber will be returned without interest.

IF YOU ARE REGISTERING THIS INVESTMENT IN JOINT NAME, TRUST NAME, OR ENTITY NAME, ADDITIONAL DOCUMENTATION MAY BE REQUIRED IN ORDER TO COMPLETE YOUR SUBSCRIPTION. SEE TABLE BELOW FOR LIST OF REQUIRED DOCUMENT(S).

If/as required, please scan and send the additional documentation to: operations@mbd.solutions.

Investor Type	Additional Documentation Required
Trusts	➤ Complete a Certification of Trust (attached)
Corporation	<ul style="list-style-type: none"> ➤ Provide a copy of the valid driver’s license of the authorized signatory; and ➤ Provide a copy of the Corporate Resolution.
LLC or LP	<ul style="list-style-type: none"> ➤ If a single member entity that files taxes under your SSN, no additional documents are necessary, provided that you complete this form via DocuSign (if you are not using DocuSign, attach a copy of your valid driver’s license); ➤ If the entity files under a Tax ID number, provide (i) a copy of the valid driver’s license and (ii) the social security number of each member that owns 25% or more of the entity and/or any person that exercises significant management or executive control of the entity; and <ul style="list-style-type: none"> ➤ Provide a copy of the Operating Agreement or selected pages of the Operating Agreement showing (i) that the entity is permitted to make this investment, and (ii) that the signatory listed herein has all the necessary powers to make the investment on behalf of other owners, if any.
Joint Name	Submit a copy of the valid driver’s license of each joint owner; the subscription documents will need to be jointly signed.

THE OFFERING OF SECURITIES DESCRIBED IN THESE SUBSCRIPTION DOCUMENTS HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE 1933 ACT OR UNDER THE SECURITIES LAWS OF ANY STATE (THE “STATE ACTS”), AND WILL BE OFFERED AND SOLD FOR INVESTMENT ONLY TO QUALIFYING RECIPIENTS OF THE MEMORANDUM, PURSUANT TO THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT PROVIDED BY SECTION 4(a)(2) THEREOF AND RULE 506 OF REGULATION D, AND IN RELIANCE ON OTHER EXEMPTIONS FROM REGISTRATION SET FORTH IN THE STATE ACTS. THE MEMBERSHIP INTERESTS OFFERED HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES AUTHORITY OR ANY OTHER REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING PASSED UPON OR ENDORSED THE MERITS OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE COMPANY WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE “INVESTMENT COMPANY ACT”), NOR ACTIVELY ATTEMPT TO OPERATE TO QUALIFY FOR ANY EXEMPTION THEREFROM INCLUDING TITLE EXEMPTIONS PROVIDED BY SECTIONS 3(C)(1) AND 3(C)(7) OF THE INVESTMENT COMPANY ACT.

PURSUANT TO AN EXEMPTION UNDER SECTION 3(c)(1) OF THE INVESTMENT COMPANY ACT WHICH EXEMPTS FROM SUCH REGISTRATION INVESTMENT FUNDS WHOSE OUTSTANDING SECURITIES ARE BENEFICIALLY OWNED BY NOT MORE THAN ONE HUNDRED (100) PERSONS AND NOT MAKING OR INTENDING TO MAKE A PUBLIC OFFERING OF SECURITIES.

A SUBSCRIBER MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE MEMBERSHIP INTERESTS HAVE NOT BEEN REGISTERED UNDER THE 1933 ACT, OR THE LAWS OF ANY OTHER JURISDICTION, AND, THEREFORE, THE MEMBERSHIP INTERESTS MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND THE STATE ACTS OR IS, IN THE OPINION OF COUNSEL TO THE ISSUER, EXEMPT FROM REGISTRATION UNDER SUCH ACTS. THE COMPANY DOES NOT INTEND TO REGISTER THE MEMBERSHIP INTERESTS UNDER THE 1933 ACT OR THE LAWS OF ANY OTHER JURISDICTION. TRANSFER OF THE MEMBERSHIP INTERESTS IS ALSO RESTRICTED BY THE TERMS OF THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY RELATING TO TRANSFERS.

GENERAL ELIGIBILITY REPRESENTATIONS

CASPER GROVE PARTNERS, LLC, a Delaware limited liability company.

Select the legal form of ownership for how this investment will be registered (select one):



Individual/Joint



Revocable or Irrevocable Trust



Organization/Entity (LLC, LP, Corporation)

This investment is only appropriate for investors that meet certain suitability criteria and may be restricted to investors that meet the SEC definition of "Accredited Investor." Below are selected categories of the Accredited Investor definition under the SEC Rule 501 of Regulation D. Please select the box next to the category that best applies to you at this time.

For individual, joint, and trust investors, check at least ONE applicable category:

<input checked="" type="checkbox"/>	(a) A natural person whose individual net worth , or joint net worth with that person's spouse, at the time of his/her purchase exceeds \$1,000,000 (for this purpose, the value of one's primary residence shall not be counted as an asset and the amount of the mortgage on such primary residence, to the extent that it does not exceed the value of the residence, shall not be counted as a liability).
<input checked="" type="checkbox"/>	(b) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years, or joint income with your spouse in excess of \$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year.
<input type="checkbox"/>	(c) A trust , with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act.
<input type="checkbox"/>	(d) A revocable trust that may be revoked by the grantor at any time and whose grantors are all Accredited Investors.

For entity investors (LLC, LP or corporation), check ONE applicable category:

<input type="checkbox"/>	(e) A limited liability company (LLC), a limited partnership (LP), a corporation , or a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.
<input type="checkbox"/>	(f) An entity in which all of its stockholders, members, partners or beneficiaries meet at least one of the conditions set forth under (a) through (d) above.

INVESTOR QUESTIONNAIRE

CASPER GROVE PARTNERS, LLC, a Delaware limited liability company.

Emerson Equity LLC is the managing broker-dealer for this securities transaction. If we have made a recommendation to you regarding this investment, we are required by regulatory authorities to have a reasonable basis to believe that this security is suitable for you, based on your investment profile – as provided by you, through completion of this Investor Questionnaire and the Subscription Completion Documents. Pursuant to our Privacy Policy, this information will be kept confidential, subject to certain allowable exceptions and provided that this information will be shared with the Company and/or its Manager. Please contact us to obtain a copy of our Privacy Policy. Regardless of whether or not we have made a recommendation to you regarding this investment, Emerson Equity LLC is required to verify your identity pursuant to Section 326 of the USA PATRIOT Act.

If the Subscriber is a retail investor and Patrick Capital Markets has made a recommendation to such Subscriber regarding this investment, under SEC Regulation Best Interest (“**Reg BI**”), Patrick Capital Markets and its registered representatives are required to act in the Subscriber’s best interest and not put Patrick Capital Markets’ interest ahead of the Subscriber. As part of Reg BI, Patrick Capital Markets has provided the Subscriber with a copy of its Form CRS (Client Relationship Summary) which contains important information about Patrick Capital Markets’ services, fees paid to Patrick Capital Markets, conflicts of interest, standards of service, and other firm background information. If the Subscriber requires an additional copy of the Form CRS, contact us at investorservices@patrickcapital.com or 314-963-9336. It is also available on the Patrick Capital Markets website (www.patrickcapitalmarkets.com) or via FINRA BrokerCheck (www.brokercheck.finra.org).

IMPORTANT INFORMATION ABOUT PRIVATE PLACEMENT PURCHASE PROCEDURES - To help the government fight the funding of terrorism and money laundering activities and to adhere to requirements of Section 326 of the USA PATRIOT Act, federal law requires all financial organizations to obtain, verify, and record information that identifies each person who completes this Investor Questionnaire. What this means for you: When you complete this form and accompanying subscription documents, we will ask for your name, address, date of birth, and other information that will allow us to identify you. The information you provide will be used to verify your identity by using internal sources and third-party vendors.

INVESTOR BACKGROUND INFORMATION

1. Legal Residential Address (cannot be a P.O. Box - Entity subscribers may provide Business Address):

34 Golf Road

Investor Legal Street Address

Pleasanton

City

CA

State

Suite/Apt

94566

Zip

5

Indicate how many years you have resided at the above legal address: _____ Years

2. Alternate Address (preferred mailing address, if other than your legal address):

Investor Legal Street Address

Suite/Apt

City

State

Zip

3. Home/ Mobile Telephone: 510-299-0743
 Home E-Mail Address: gowri.kamarthy@lamresearch.com

4. Business Telephone: 925-789-0855
 Business E-Mail Address: ashish@symplyfy.tech

EMPLOYMENT INFORMATION

Are you currently: ☒ Employed ☐ Self-Employed ☐ Not Employed ☐ Retired ☐ Other: _____

Senior Director of Supply Chain Operations

Job Title

Lam Research

Occupation (or previous occupation, if retired or not employed)

supply chain

Employer

Years with this Employer

If you are not currently employed or if you are retired, please provide source of annual income:

INVESTMENT OBJECTIVES/ACKNOWLEDGEMENTS

With regard to this investment, and in addition to the statements and representations made elsewhere in this Subscription Completion Package, please read the following and initial below, to signify your understanding of this product.

- **INVESTMENT OBJECTIVE** – I/we understand that this investment is speculative and it may decrease in value or lose all value over time. If this investment includes a member election form, I/we understand that the investment may take one of the following forms: a Conservation Plan option (charitable conservation contribution), a Development Plan option or a Long-Term Investment Plan option. Each of these potential elections has specific investment objectives and may not fit the traditional categories of investment objective such as income, capital appreciation or long-term growth. If the Conservation Plan is implemented, a primary benefit of this investment will be to generate a charitable contribution deduction for income tax purposes. I/we understand that the value of any such deduction would be, in part, subject to my/our own (or in the case of a tax pass-through entity, the equity owners) income tax situation.

IF THE ELECTION OF A CONSERVATION PLAN IS IMPLEMENTED OVER OTHER POTENTIAL PROPERTY USES, I/WE HAVE SUFFICIENT TAX LIABILITY SUCH THAT I/WE CAN REASONABLY EXPECT TO USE THE POTENTIAL CHARITABLE DEDUCTION, IF ANY, ON MY/OUR U.S. INCOME TAXES. FURTHER, I UNDERSTAND THAT AN AUDIT BY THE IRS MAY RESULT IN A DISALLOWANCE OF SOME OR ALL OF THE TAX BENEFITS AND MAY SUBJECT ME/US TO PENALTIES AND INTEREST, INCLUDING BUT NOT LIMITED TO, UNDERSTATEMENT OF TAX LIABILITY PENALTIES.

- **RISK TOLERANCE** - I/we understand that in accordance with the Investment Objective described above, I/we have no expectation of income or return of the capital investment, and also understand that any potential income tax deduction or benefit expected to be associated with this investment is at risk of substantial or complete loss.
- **LIQUIDITY NEEDS** - I/we understand that in accordance with the Investment Objective described above, I/we have no expectation of any liquidity in this investment and that recovery of my/our investment may be possible only through distributions of income, gains, and potential income tax deductions or benefits as described in the Memorandum and/or other offering documents that have been provided to me. I am able to bear the economic risk of this investment (this investment could be restricted as to assignability and there is no public market). I/we recognize that this investment carries certain risk and could be considered a speculative venture.

- **AUDIT RISK** - I/we understand that participation in this offering may enhance my/our chances of being audited by the IRS and that I/we have read and understand those risks as outlined in the Memorandum and have discussed such risks, as appropriate, with my investment advisor, my accountant, and my attorney.
- **INVESTMENT TIME HORIZON** - I/we understand that this investment does not fit traditional definitions of investment time horizon.
- **LISTED TRANSACTION** - IF A CONSERVATION PLAN IS PURSUED WITH RESPECT TO ALL OR A PORTION OF THE PROPERTY, THIS INVESTMENT WOULD LIKELY CONSTITUTE A "LISTED TRANSACTION" AS THAT TERM IS DEFINED BY TREASURY REGULATIONS. I/WE ACKNOWLEDGE AND ARE AWARE OF THE CONSEQUENCES OF A "LISTED TRANSACTION" AND HAVE DISCUSSED THIS WITH MY/OUR OWN INDEPENDENT TAX ADVISOR.
- **CHANGES IN LAW** - There are currently two legislative proposals pending in the U.S. Senate (Senate Bill 170) and in the U.S. House of Representatives (H.R. Bill 1992) each called the "Charitable Conservation Easement Program Integrity Act" which would have had a material impact on conservation easements if enacted into law. Both the current House and Senate bills propose a 3-year holding period before a taxpayer is able to claim a deduction on any value in excess of 2.5 times of their adjusted basis in the partnership and seek retroactive effect, applying to "contributions made in taxable years ending after December 23, 2016." If the Conservation Plan is pursued and such legislation is passed in its current form, any qualified conservation contributions in excess of 2.5 times an investor's subscription price would be partially deferred for the initial three (3) years.
- **DEPARTMENT OF JUSTICE LITIGATION - U.S. V. ZAK, ET AL.** On December 18, 2018 the Department of Justice filed a lawsuit in the United States District Court for the Northern District of Georgia seeking to enjoin one of the largest sponsors of syndicated conservation easement transactions, several of its executives, a well-known real property appraiser and a fund promoter from organizing, promoting or selling syndicated conservation easement investments and to disgorge profits derived from promoting the funds. The Complaint alleges "[c]ollectively, since 2009, the [d]efendants have organized, promoted, or sold (or assisted in the organization, promotion and sale of) at least 96 conservation easement syndicates...." The Complaint characterizes each syndicated conservation easement transaction as a "'conservation easement syndication scheme' ...[which] amounts to nothing more than a thinly veiled sale of grossly overvalued federal tax deductions under the guise of investing in a partnership. " The Defendants emphatically deny all "allegations of fraud and other misconduct" and have stated that they "look forward to clearing their good name at trial at the earliest available date...." On December 10, 2019, the court issued an Order denying two of the Defendants' Motions to Dismiss, except the Court granted Defendant Zak's Motion that she was not an "appraiser" or a person who "prepares an appraisal of the value of the property", thus, stating there should be no liability as an appraiser under 26 U.S.C § 6695A. A Joint Proposed Amended Scheduling Order was filed with the court on January 6, 2020, whereby the U.S. sought to extend discovery through September 2021 and the defendants sought to limit the timeline through August 2020. Such Scheduling Order was subsequently revised by the parties on January 24, 2020, but the U.S. refused to amend its initial request to extend discovery through the later part of 2021. As of August 14, 2020, the Court has not issued an updated Scheduling Order. However, due to the recent Coronavirus Disease 2019 ("**COVID-19**") outbreak in the United States, the U.S. District Court has General Order 20-01 on March 16, 2020, as amended on March 30, 2020, April 30, 2020, May 26, 2020, July 1, 2020, July 10, 2020, August 3, 2020 and September 1, 2020, suspending all in-Court appearances, hearings, conferences and juror summons through November 1, 2020, however summons may be issued prior to November 1, 2020 to prospective jurors for proceedings schedules to begin after November 1, 2020.
- **SENATE FINANCE COMMITTEE INVESTIGATION** - On March 27, 2019, the U.S. Senate's Committee on Finance Committee (the "**Committee**") launched an inquiry into 14 different investment fund sponsors of syndicated conservation easement transactions. The Committee stated its concern about possible misuse of Section 170 of the Internal Revenue Code focusing on the allegation of transactions using "inflated appraisals" to give taxpayers deductions and "depriv[ing] the federal government of billions of dollars in revenue." In launching the investigation, Chairman Chuck Grassley confirmed "[t]here are very legitimate purposes for the conservation easement provisions of the tax code," focusing on a need for understanding how the tax code is currently being implemented. Ranking Member Ron Wyden commented that the Committee's "first concern is preserving the integrity of the conservation easement program, which has helped protect critical habitat[s] across the country. The goal of [the Committee's] bipartisan investigation is to ensure a few bad actors don't threaten the program by selling off deductions based on exorbitant appraisals." On August 25, 2020, the Committee issued a "Bipartisan Investigative Report as Submitted by Chairman

Grassley and Ranking Member Wyden” on syndicated conservation easement transactions as a result of the investigation launched in March 2019 (the “**SFC Report**”). The SFC Report concluded that “Congress, the IRS, and Department of the Treasury should take further action to preserve the integrity of the conservation-easement tax deduction.” If Congress, the IRS and/or the Department of Treasury respond to the SFC Report’s call to “further action”, and/or if there is a change of control in the U.S. Senate or presidency as a result of the 2020 federal elections, there could be a significant detrimental impact to and/or change in the law with respect to conservation easements, which could materially alter the proposed returns with respect to the Green/Conservation/Charitable Plan, if that is the plan voted by the Members.

- **FEES** – I/we understand that if I/we have been referred to Emerson Equity LLC, or another participating broker-dealer, by a non-registered third party (such as my CPA), that Emerson Equity LLC and the other participating broker-dealer will be compensated with a portion of the proceeds of my investment. This fee, if paid, does not increase the cost of my investment.




By initialing above, I acknowledge that I have read and understand the
Investment Objectives and Acknowledgements listed above.

AFFILIATIONS

Are you or any member of your immediate family (family members living in your household) licensed by or registered with FINRA or associated with a broker-dealer? Note - this does not include your financial advisor unless he/she is a member of your immediate family.

☐ Yes ☒ No If yes, provide name of broker-dealer: _____

Note: If the above response is “yes” we will send the required notification to your firm under FINRA Rule 3210.

Are you, or a member of your immediate family, a director/officer or 5% owner of a publicly traded company?

☐ Yes ☒ No If yes, provide name of the company: _____

IMPORTANT LEGAL DISCLOSURES

FINRA BROKER-CHECK. The Financial Industry Regulatory Authority's (FINRA) Broker Check allows the public to obtain current regulatory information about FINRA member firms and financial advisors, including Emerson Equity LLC. You can get more information, including an investor brochure that includes information describing FINRA Broker Check, by calling its Broker Check hotline at (800) 289-9999 or by visiting its website at brokercheck.finra.org.

NO GUARANTEED RETURN OF INVESTMENT. These securities are not insured by SIPC or the FDIC or by any Government Agency. The securities are not obligations of the FDIC or any other Government Agency. The securities are not deposits or other obligations of a financial institution. The securities are not guaranteed by any financial institution and they are subject to investment risks, including possible loss of the principal invested.

INVESTOR ACKNOWLEDGEMENT

By completing, signing and submitting this Investor Questionnaire, **I certify that the information provided by me is correct and if any information is left blank or not provided by me, I certify that I am declining to provide it.** I fully understand that my subscription may be delayed or rejected if my Subscription Completion Package is deemed incomplete or inaccurate by the Company and/or the Broker Dealer.

DocuSigned by:
Ashish Aluwalia
2E8C3C9810A94F0...

Signature (or Authorized Signor, if entity)

09-27-2020

Date Signed (mm-dd-yyyy)

DocuSigned by:
Gouri Kamathly
BDEFC631ADF8428...

Signature of Joint Owner (if applicable)

09-27-2020

Date Signed – Joint Investor (if applicable)

SUBSCRIPTION AGREEMENT

CASPER GROVE PARTNERS, LLC, a Delaware limited liability company.

Membership Interests, represented by “Units” (the “Units”), of **Casper Grove Partners, LLC**, a Delaware limited liability company (the “Company”), are only being offered and sold to “accredited investors” as that term is defined under Rule 501(a) of Regulation D, promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, 15 U.S.C. § 77a, *et. seq.*, as amended (the “1933 Act”), without registration under the 1933 Act or the securities laws of any state, in reliance on the exemption contained in Section 4(a)(2) of the 1933 Act, in reliance on Rule 506(b) of Regulation D, and in reliance on similar exemptions under applicable state laws. Under Section 4(a)(2) and Regulation D of the 1933 Act and/or certain state laws, the Company may be required to determine that an individual, or an individual together with a “*purchaser representative*,” or each individual equity owner of an “*investing entity*,” meets certain suitability requirements before issuing securities to such individual or entity. This Questionnaire will enable the Company to discharge its responsibilities under federal and state securities laws, and the Company, its management and other investors in Units of the Company will rely upon the information contained herein. **THE COMPANY WILL NOT ISSUE ANY UNITS TO ANY PROSPECTIVE INVESTOR WHO HAS NOT COMPLETED, EXECUTED AND RETURNED TO THE COMPANY THE SUBSCRIPTION AGREEMENT. IN THE CASE OF AN INVESTOR THAT IS A PARTNERSHIP, TRUST OR CORPORATION, EACH INTEREST OWNER OF SUCH ENTITY MAY BE REQUIRED TO COMPLETE AND DELIVER TO THE COMPANY A COMPLETED SUBSCRIPTION AGREEMENT.**

Subscription for Units of the Company.

The undersigned Subscriber (the “Subscriber”) hereby agrees to purchase from the Company, and upon its acceptance of the enclosed Investor Questionnaire and this Subscription Agreement (this “Agreement”), the Company agrees to issue to the Subscriber, the number of Units set forth on the cover page of this Subscription Completion Package, along with the applicable subscription price amount to be paid hereunder by the Subscriber for such Units in the Company.

This investment is made pursuant to this Agreement and the **Confidential Private Placement Memorandum of the Company, dated May 29, 2020**, as supplemented by that certain Supplement to Confidential Private Placement Memorandum of Casper Grove Partners, LLC, dated September 10, 2020 (collectively, the “Memorandum”), a copy of which has been delivered to the Subscriber.

The Subscriber hereby confirms to the Company and its Manager that the Subscriber has received and reviewed carefully the Memorandum and other information concerning the Company, the Units and related matters, and such other information as the Subscriber, as an experienced and sophisticated investor, or its financial, legal and other representatives, have deemed appropriate (all collectively, including but not limited to the Memorandum, the “Information”), and the Subscriber wishes to subscribe for the Units of the Company in the amount set forth on the signature page hereto, and, to the extent applicable, in connection therewith, the Subscriber has delivered cash or certified funds to the representative of the Company in the Subscription Amount set forth on such signature page in full and complete payment for the purchase price to be paid by the Subscriber for the Units that the Subscriber has subscribed for hereunder.

INVESTOR REPRESENTATIONS AND AGREEMENTS

By executing this Agreement where indicated below, and upon acceptance hereof by the Company as evidenced by its written notification to the undersigned, the undersigned Subscriber will become a holder of Units issued by the Company.

The Subscriber represents to the Company and its Manager that he, she or it has received the Information and the materials incorporated therein by reference in their entirety, understands their contents, has had an opportunity to ask questions and to request and receive additional information and documents of and from the Company and its management representatives and agrees to be bound hereby.

(a) **Investment Representation.** The Subscriber executing this Agreement represents and warrants to the Company and its Manager that the Units purchased or otherwise acquired by the Subscriber are being purchased or acquired for the Subscriber's own account, as principal, with the intent of holding it for investment and without the intent of participating directly or indirectly in a distribution of Units or any interests therein. Such representation and warranty shall not be deemed to be limited or qualified in any way by any other provisions of this Agreement.

(b) **Acknowledgment of Restrictions.** The Subscriber hereby acknowledges and agrees that the Subscriber is an experienced and sophisticated investor, and, **unless otherwise indicated in the Subscriber Questionnaire above,** the Subscriber is an "*accredited investor*" as that term is defined under Rule 501(a) of Regulation D under the 1933 Act. The Subscriber further acknowledges and agrees that the Subscriber understands the inherent economic risks associated with the acquisition of the Units and that the Subscriber must bear and can bear the economic risk of such investment for an indefinite period of time. The Subscriber understands that the Units have not been registered under the 1933 Act, in reliance upon the exemption contained in Section 4(a)(2) of the 1933 Act and Rule 506 of Regulation D, or any state securities laws, and may not be transferred or resold unless subsequently registered under the 1933 Act and any applicable state securities law or unless an exemption from such registration is available. The Subscriber has no right to require the Company to register the Units under the 1933 Act or any applicable state securities law or for the Company to guarantee that any exemption from registration will be available.

(c) **Subscriber Legally Bound by this Agreement.** The Subscriber acknowledges and agrees that the Subscriber is contractually and legally bound by all of the covenants, terms and conditions contained in this Agreement, the Limited Liability Company Agreement of Casper Grove Partners, LLC, dated May 4, 2020 (the "**Company LLC Agreement**"), and in the Memorandum. The Subscriber agrees to perform any and all obligations, and observe all restrictions, herein and therein contained or applicable to and imposed upon a holder of the Units.

(d) **Reliance on Representations and Agreements of the Subscriber by the Company.** The Subscriber further understands and acknowledges that such Subscriber's representations and warranties contained herein are being relied upon by the Company and its Manager as the basis for the exemption of the sale of the Units from the registration requirements of the 1933 Act and all state securities laws. The Subscriber further acknowledges that the Company and its Manager will not and have no obligation to recognize any sale, transfer, pledge or assignment of all or any part of the Subscriber's Units to any person unless and until the appropriate provisions hereof, the provisions of the Memorandum and all applicable laws have been fully satisfied.

(e) **Nature of Investment.** The Subscriber acknowledges that prior to such Subscriber's execution of this Agreement, the Subscriber received a copy of the Information and this Agreement and that the Subscriber has examined such documents or caused such documents to be examined by such Subscriber's representatives, financial advisers or attorneys. The Subscriber does hereby further acknowledge that the Subscriber or the Subscriber's representatives, financial advisers or attorneys are familiar with such documents, and with the financial condition, assets, liabilities, personnel, prospects and plans of the Company, and that the Subscriber does not desire any further Information or data relating to the Company, its

Manager or their affiliates, or the Company, its Manager and their affiliates' past, present or proposed business activities. The Subscriber does hereby acknowledge that the Subscriber understands that the purchase of the Units is a speculative investment involving a high degree of risk and does hereby represent that the Subscriber has a net worth sufficient to bear the economic risk of the investment in the Units (including the total loss of the Subscriber's entire investment) and to justify the Subscriber's investing in a speculative instrument of this type. The Subscriber acknowledges his, her or its responsibility to review all Information and other pertinent and relevant material and to make his, her or its independent investment determination based on his, her or its own financial objectives. The Subscriber acknowledges and further understands that in all monetary ventures there is risk, and the Subscriber represents to the Company and its Manager that the Subscriber understands the risks (economic and otherwise) associated with the proposed business of the Company, and of ownership of the Units, and that the Subscriber has the obligation of determining if these risks are suitable to him, her or it. The Company has a limited history of operations, and its proposed operations are subject to all of the risks inherent in any new business enterprise. The likelihood of the success of the Company must be considered in light of events frequently encountered in connection with the start-up of a new business in general, the quality of management of the business and the competitive environment in which the Company will operate. The Subscriber understands that the tax consequences of an investment in the Company depend upon the individual circumstances of the Subscriber. The Subscriber further understands that there can be no assurance that the Code or the U.S. Department of Treasury Regulations promulgated thereunder, or any non-U.S. tax laws, will not be amended or applied in such a manner as to deprive the Subscriber of some or all of the tax benefits which it might otherwise expect to receive from its investment in the Company. No one has guaranteed the success of the Company or any return from the Company to the Subscriber of the Subscriber's investment in the Units, and no promises, inducements, assurances, guarantees or representations have been made to the Subscriber by the Company, its Manager or any representative thereof. The Memorandum, includes, but is not limited to, other risk factors associated with an investment in the Units offered hereby, which risk factors, among others, and have been considered carefully by the Subscriber in connection with this investment.

(f) **Not an Investment Company or Business Development Company.** The Subscriber is neither an "investment company," as defined in Section 3 of the United States Investment Company Act of 1940, 15 U.S.C. § 80-a-3, *et seq.*, as amended (the "**Investment Company Act**"), notwithstanding the exemptions contained in Sections 3(c)(1) or 3(c)(7) thereof, nor a "business development company," as defined in Section 2(a)(48) of the Investment Company Act.

(g) **Formation of the Subscriber.** The Subscriber, if a legal entity, represents to the Company and its Manager that Subscriber has not been formed, organized, reorganized, capitalized or recapitalized for the purpose of acquiring the Units; or, if the Subscriber has been so formed for such purposes, the Subscriber will not have 40% or more of its assets invested in the Company and each beneficial owner of interests in the Subscriber has shared and will share in the same proportion in each investment made by the Subscriber (i.e., no beneficial owner of the Subscriber may vary its interests (including its share of profits and losses or the amount of its contribution) in different investments made by or on behalf of the Subscriber).

(h) **Legend on the Units.** To the extent the ownership of Units in the Company are certificated, the Subscriber does hereby acknowledge and agree with the Company that a legend reflecting the restrictions imposed upon the transfer of the Subscriber's Units under (a) the 1933 Act and any applicable state securities laws, (b) the Memorandum and (c) the Company LLC Agreement shall be placed on such certificates (if any).

(i) **Acknowledgment of Non-Solicitation and Access to Information.** The Subscriber acknowledges that the Units were not offered or sold to the Subscriber by means of any form of general solicitation, general advertising, or publicly disseminated advertisements or sales literature. The Subscriber further acknowledges that the Subscriber has been afforded the opportunity to inquire of the Company and its Manager concerning the terms and conditions of the Units and the business of the Company and its Manager and its principals and any matter pertaining thereto and to receive in response to the Subscriber's requests (to

the extent such requests are reasonable and do not necessitate unreasonable effort or expense) such access to such information and representatives of the Company and its Manager as may be required to verify or clarify the terms and conditions of the Units and the activities and proposed activities of the Company. The Subscriber acknowledges that the Company and its Manager have undertaken to make available to the Subscriber and his, her or its representatives, during the course of this transaction and prior to subscription: (1) any information requested by them regarding the Company, its personnel, or its past, present, and proposed business activities and prospects, (2) the opportunity to ask on his, her or its behalf concerning all terms and conditions of the constituent documents that govern a holder's rights with respect to the Units, and (3) the opportunity to obtain any additional information necessary to verify the accuracy of Information made available to the Subscriber and his, her or its representatives. Prior to making an investment decision respecting the Units, the Subscriber represents and warrants to the Company and the Manager that (i) the Subscriber has carefully reviewed and considered the Information referred to above, and that representatives of the Company and the Manager are and have been available to discuss any matter set forth in this Agreement or any other matters relating to the Company, the Manager, the Memorandum, the Units, and the financial condition, results of operation, assets, liabilities, personnel, prospects and plans of the Company and its principals, and (ii) the Subscriber has had available to him, her or it all Information, financial and otherwise, relating to the Company, the Manager, their principals, and the Units. Except for the Information contained in this Agreement, the Memorandum and except for the information that the Subscriber or his, her or its advisers, if any, have requested as described above, including, but not limited to, information concerning the Company, its Manager and its officers, their financial condition and prospects and the proposed businesses of the Company, neither the Subscriber nor his, her or its advisers has been furnished any offering material or literature or other information by the Company, its Manager, any placement agent or any affiliates of any of them on which the Subscriber has relied in making his, her or its investment decision.

(j) **Company's Confidential Information.** This Agreement and any Information provided in connection herewith is furnished on a confidential basis only for the use of the Subscriber and representatives of the Subscriber and only for the purpose of making the decision to invest in the Company. By acceptance of this Information, the Subscriber agrees that he, she or it will not transmit, reproduce, or make available to any other person the documents supplied in connection herewith or therewith or any Information furnished after the date hereof in connection with or relating to the operations of the Company or its affiliates, except only to the Subscriber's personal financial or legal advisors or as may be required by law.

(k) **Subscriber's Confidential Information.** The Subscriber recognizes that non-public information concerning the Subscriber set forth in this Agreement, including any information contained in Appendix A attached hereto, or otherwise disclosed by the Subscriber to the Company, its Manager, or other agents of the Company (the "**Subscriber's Information**") (such as the Subscriber's name, address, social security number/ EIN, assets and income) (i) may be disclosed to the Manager and its attorneys, accountants and auditors in furtherance of the Company's business and to other service providers who may have a need for the Subscriber's Information in connection with providing services to the Company, (ii) to third party service providers or financial institutions who may be providing marketing services to the Company provided that such persons must agree to protect the confidentiality of the Subscriber's Information and use the Subscriber's Information only for the purposes of providing services to the Company and (iii) as otherwise required or permitted by law. The Company and its Manager will restrict access to the Subscriber's Information to their employees who need to know the Subscriber's Information to provide services to the Company, and maintain physical, electronic and procedural safeguards that comply with any applicable U.S. federal or state privacy laws to guard the Subscriber's Information.

(l) **Restrictions on Transfer.** The Subscriber hereby represents and warrants to the Company and its Manager and agrees with the Company and its Manager that the Subscriber will not offer for sale, sell, transfer, assign, hypothecate, pledge or otherwise dispose of, or offer to dispose of, the Subscriber's Units and any interest therein, except in accordance with the terms hereof, the Company LLC Agreement and the Memorandum and in a transaction which is either registered under the 1933 Act or any applicable state

securities law; or that an exemption from such registration is available and such exemption is demonstrated to the reasonable satisfaction of the Company and its counsel.

(m) **No Tax, Investment or Legal Advice by the Company.** The Subscriber acknowledges and represents and warrants to the Company and its Manager that the Subscriber has not construed any part of the Information provided to him, her or it as legal, investment or tax advice. The Subscriber represents and warrants to the Company and its Manager that he, she or it has consulted, or has been afforded the opportunity to consult with, his, her or its own legal counsel, accountants, business, tax and other financial advisors as to legal, investment, tax or related matters concerning his, her or its investment in the Units. The Subscriber further acknowledges that the undersigned has been encouraged to rely upon the advice of such legal counsel, accountants, business, tax and financial advisors with respect to tax and other considerations relating to the purchase of Units and has been offered, during the course of discussions concerning the purchase of Units, the opportunity to ask such questions regarding and inspect such documents concerning the Company and its business and affairs as the Subscriber has requested so as to understand more fully the tax nature of the investment and to verify the accuracy of the information supplied. Further, the Subscriber understands that this investment, under certain circumstances, may constitute a “listed transaction” pursuant to IRS Notice 2017-10, and has read and understands the risks of such designation as further described in the Memorandum and under the Treasury Regulations. As such, the Subscriber is aware of this potential eventuality and has been given the opportunity to discuss this topic with his, her or its own legal and tax counsel and financial advisors. Subscriber also understands that certain actions taken by the Company may enhance the Subscriber’s chances of being audited by the IRS and Subscriber represents that he, she or it is aware of this possibility and has had an opportunity to discuss this with his, her or its accountant and advisors.

(n) **Anti-Money Laundering and Compliance with the USA PATRIOT Act Representations.**

i. The Subscriber understands and agrees that the Company prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any U.S. or international laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the United States Treasury Department’s Office of Foreign Assets Control (“**OFAC**”), as such list may be amended from time to time, (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, unless the Company, 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 (iv) for a foreign shell bank (such persons or entities in (i) – (iv) are collectively referred to as “**Prohibited Persons**”).

ii. The Subscriber represents, warrants and covenants that: (i) it is not, nor is any person or entity controlling, controlled by or under common control with the Subscriber, a Prohibited Person, and (ii) to the extent the Subscriber has any beneficial owners, (1) it has carried out thorough due diligence to establish the identities of such beneficial owners, (2) based on such due diligence, the Subscriber reasonably believes that no such beneficial owners are Prohibited Persons, (3) it holds the evidence of such identities and status and will maintain all such evidence for at least five (5) years from the date that the Subscriber no longer owns or holds of record Units in the Company, and (4) it will make available such information and any additional information that the Company may require upon request.

iii. If any of the foregoing representations, warranties or covenants ceases to be true or if the Company's Manager no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Manager may be obligated to freeze the Subscriber's investment, either by prohibiting additional investments, declining or suspending any redemptions and/or segregating the assets constituting the investment in accordance with applicable regulations, or the Subscriber's investment may immediately be involuntarily redeemed by the Company, and the Company and/or the Manager may also be required to report such action and to disclose the Subscriber's identity to OFAC or other authorities. In the event that the Company and/or the Manager is required to take any of the foregoing actions, the Subscriber understands and agrees that it shall have no claim against the Company, its Manager, and each of their respective affiliates, managers, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.

iv. The Subscriber understands and agrees that, following either (a) the Company's election to redeem the Units of the Subscriber or (b) any redemption of the Subscriber's Units pursuant to the Company LLC Agreement, any redemption proceeds paid to it will be paid to the same account from which the Subscriber's investment in the Company was originally remitted, unless the Company, in its sole discretion, agrees otherwise.

v. The Company and its Manager reserve the right to request such information as is necessary to verify the identity of a Subscriber or its beneficial owners. To ensure compliance with statutory and other requirements relating to anti-money laundering, the Company and its Manager may require verification of identity from any person submitting a completed Agreement. Pending the provision of evidence satisfactory to the Company and its Manager as to identity, the evidence of title in respect of Units may be retained in the absolute discretion of the Manager. If within a reasonable period of time following a request for verification of identity, the Company and its Manager have not received evidence satisfactory to each as aforesaid, each may, in its absolute discretion, refuse to allot the Units subscribed for, in which event subscription monies will be returned without interest to the account from which such monies were originally debited. Subscription monies may be rejected by the Company and its Manager if the remitting bank or financial institution is unknown to the Manager. An individual may be required to produce a copy of a passport or identification card certified by a notary public. If the Subscriber is an entity, it may be required to produce a certified copy of its certificate of incorporation, certificate of organization/formation (or other comparable organizational documents), as well as any amendments thereto, and the names, occupations, dates of birth, and residential and business addresses of all directors and executive officers.

(o) **Indemnification by Subscriber.** The Subscriber shall indemnify and hold harmless the Company, its Manager, the affiliates thereof, and each officer, manager, director and member of the Company, its Manager and their respective affiliates, employees and agents (the "**Indemnified Parties**") from and against all liabilities, claims, actions, demands, losses, costs, expenses (including reasonable attorneys' fees) and damages, whether involving such parties or third parties, resulting from any inaccuracy in any of the Subscriber's representations or breach of any of the Subscriber's representations, warranties or covenants contained herein. The Subscriber will reimburse the Company and each other Indemnified Party for their reasonable legal and other expenses (including the cost of any investigation and preparation) as they are incurred in connection with any action, proceeding or investigation arising out of or based upon the foregoing. The indemnity and reimbursement obligations of the Subscriber under this Paragraph shall be in addition to any liability which the Subscriber may otherwise have (including, without limitation, liability under the Company LLC Agreement).

(p) **General.** The Subscriber has full power and authority to execute, deliver and perform this Agreement and become an owner of the Units; this Agreement of the Subscriber has been duly and validly authorized, executed and delivered by the Subscriber, and constitutes the valid, binding and enforceable agreement of the Subscriber; this Agreement shall be binding upon the Subscriber and the Subscriber's legal representatives, successors and assigns; and this Agreement shall, if the subscriber(s) consists of more than one person, be the joint and several obligation of all such persons, and may be executed by the Subscriber and

accepted by the Company in one or more counterparts, each of which shall be an original and all of which together shall constitute one instrument.

(q) **Arbitration; Class and Collective Action Waiver.** Upon demand of any party hereto, whether made before or after institution of any judicial proceeding, any and all claims, controversies, disputes, differences and disagreements arising out of or relative in any manner whatsoever to this Agreement, including, but not limited to the negotiation and formation of this Agreement and the issuance of the Units; any breach or alleged breach of this Agreement; the performance or non-performance hereunder or thereunder of any party hereto or any person bound hereby; the validity, construction, interpretation, scope or meaning of any term or condition herein or therein contained; any waiver, modification or amendment to this Agreement; the severability of any term or provision of this Agreement; or the enforceability or enforcement of this Agreement (a “**Dispute**”) or whether or not any Dispute is subject to arbitration hereunder, to the maximum extent allowed under applicable law, shall be subject to compulsory, mandatory, exclusive, final and binding arbitration, including any Dispute arising under federal, state or local laws, statutes, regulations or ordinances or arising under common law (for example but not by way of limitation, claims of breach of contract, fraud, negligence, emotional distress or breach of fiduciary duty). The arbitration proceedings shall be conducted in Birmingham, Alabama under and governed by the Commercial Financial Disputes Arbitration Rules (the “**Arbitration Rules**”) of the American Arbitration Association (the “**AAA**”) and the Federal Arbitration Act. Disputes may include, without limitation, tort claims, counterclaims, a dispute as to whether a matter is subject to arbitration, or claims arising from documents executed in the future. A judgment upon the award may be entered in and enforced by proceedings in any court having jurisdiction. The Subscriber and the Company expressly intend and agree that: (a) class action and collective action procedures shall not be asserted, and will not apply, in any arbitration under this Agreement; (b) each will not assert class or collective action claims against the other in arbitration, court, or any other forum; (c) each shall only submit their own individual claims in arbitration and shall not bring claims against the other in any representative capacity on behalf of any other individual; and (d) any claims by the Subscriber will not be joined, consolidated, or heard together with claims of any other Member of the Company.

(r) **Waiver of Jury Trial.** THE PARTIES ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION THEY HAVE IRREVOCABLY WAIVED ANY RIGHT THEY MAY HAVE TO A JURY TRIAL WITH REGARD TO A DISPUTE AS TO WHICH BINDING ARBITRATION HAS BEEN DEMANDED.

(s) **Governing Law; Jurisdiction.** This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to its conflict of laws principles. The parties hereto irrevocably agree to the exclusive personal jurisdiction in the U.S. District Court for the Northern District of Alabama with respect to any and all disputes that may arise between them related to this Agreement, including, but not limited to, the Units or any other matter related to the Company; consent to service of process by certified mail to the addresses set forth herein (which address may be changed by written notice to the other); and waive any objection to personal jurisdiction and service of process if accomplished as set forth above, venue, and inconvenience of the forum of such state.

(t) **Severability.** If any provision of this Agreement, or the application thereof, is for any reason held to any extent to be invalid, illegal or unenforceable, then the remainder of this Agreement and the application thereof will nevertheless remain in full force. Upon such determination that any provision is invalid, illegal or unenforceable, the parties agree to replace such provision with a valid, legal and enforceable provision that will achieve, to the maximum extent legally permissible, the economic, business and other purposes of such provision.

(u) **Legal Representation of the Company.** The undersigned hereby consents to the current and future representation by Baker, Donelson, Bearman, Caldwell & Berkowitz, PC of (a) the Manager and the Company with respect to the formation of the Company and the offering of Units and (b) the Manager, the

Company and their affiliates with respect to other activities. The undersigned represents and warrants that the undersigned understands and acknowledges the different interests involved in Baker, Donelson, Bearman, Caldwell & Berkowitz, PC's representation of the Manager and its affiliates, and the undersigned has been advised to obtain legal counsel with respect to the undersigned's purchase of Units.

(v) **LIMITATION OF LIABILITY; WAIVER OF PUNITIVE DAMAGES.** EACH OF THE PARTIES HERETO, INCLUDING THE SUBSCRIBER BY ACCEPTANCE OF THE UNITS, AGREES THAT IN ANY JUDICIAL, MEDIATION OR ARBITRATION PROCEEDING OR ANY CLAIM OR CONTROVERSY BETWEEN OR AMONG THEM THAT MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE UNITS OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN OR AMONG THEM, OR THE OBLIGATIONS EVIDENCED HEREBY OR BY THE UNITS OR RELATED HERETO OR THERETO, IN NO EVENT SHALL ANY PARTY HAVE A REMEDY OF, OR BE LIABLE TO THE OTHER FOR, (1) INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR THE LIKE OR (2) PUNITIVE OR EXEMPLARY DAMAGES. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY MAY HAVE OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY SUCH PROCEEDING, CLAIM OR CONTROVERSY, WHETHER THE SAME IS RESOLVED BY ARBITRATION, MEDIATION, JUDICIALLY OR OTHERWISE.

(w) **Subscriber has Read and Reviewed this Agreement Before Signing this Agreement.** The Subscriber acknowledges that it has read and understands this Agreement, the Company LLC Agreement and the Memorandum, that Subscriber understands all of the terms and conditions of this Agreement, that it understands its rights and obligations under this Agreement, the Company LLC Agreement and the Memorandum, and that Subscriber freely, voluntarily, and without any duress or coercion by any person or entity, enters into this Agreement, as evidenced by Subscriber's signature below.

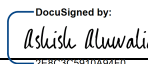
[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the individual or entity signing this Subscription Agreement below conclusively evidences his, her or its agreement to the terms and conditions hereof and the Company's Private Placement Memorandum by so signing this Agreement.

SUBSCRIBER:

Ashish Aluwalia

(Individual Name or Entity Name)

By: 
DocuSigned by: Ashish Aluwalia
2E8C3C591DA94F0...
 (signature)

Print Signatory Name (if entity): Ashish AluwaliaTitle (if entity): None**Legal Address** (if entity, Principal Business Address:Street: 34 Golf RoadCity: PleasantonState: CAZip: 94566Telephone No.: 925-789-0855

Facsimile No.: _____

Email: ashish@symplyfy.techSSN or Tax ID No.: 137-11-7706

Alternate Mailing Address for receiving communications *(if different than above)*:

Street: _____

City: _____

State: _____

Zip: _____

ACCEPTED AND AGREED TO:

CASPER GROVE PARTNERS, LLC,
 a Delaware limited liability company.

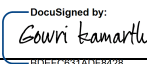
By: GREEN ROCK MANAGEMENT, LLC,
 an Alabama limited liability company.
 Its: Manager

By: _____
 Print Name: Clayton Mobley
 Title: Chief Executive Officer

Date: _____

JOINT SUBSCRIBER (if applicable):

(signature)

By: 
DocuSigned by: Gowri Kamarthy
BDEF0B31ADF8428...
 (signature)

Print Name: Gowri KamarthySSN: 037-60-2356

JOINDER AGREEMENT TO LIMITED LIABILITY COMPANY AGREEMENT

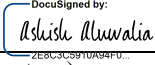
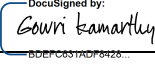
In consideration of the admission of the undersigned subscriber as a Member of **Casper Grove Partners, LLC**, a Delaware limited liability company (the "**Company**"), the undersigned hereby joins in the Limited Liability Company Agreement of Casper Grove Partners, LLC, dated May 4, 2020, which is incorporated herein by this reference (the "**Company LLC Agreement**"). The undersigned investor hereby agrees to be bound by the terms of the Company LLC Agreement and to abide by all of its provisions. This Joinder Agreement is binding upon the undersigned and the personal representatives, successors, and assigns of the undersigned and is for the benefit of the Company and all of its Members.

Witness the hand and seal of the undersigned this date: _____

SUBSCRIBER:

Ashish Aluwalia

(Print Individual Name or Entity Name)

By:  
(signature)

Print Signatory Name (if entity): Ashish Aluwalia & Gowri Kamarthy

Title (if entity): _____

Legal Address (if entity, Principal Business Address:

Street: _____

City: _____

State: _____

Zip: _____

AGREED TO BY:

CASPER GROVE PARTNERS, LLC,

a Delaware limited liability company.

By: GREEN ROCK MANAGEMENT, LLC

Its: Manager

By: _____

Print Name: Clayton Mobley

Title: Chief Executive Officer

(COMPANY SEAL)

Date: _____

ELECTRONIC MAIL AUTHORIZATION

By signing below and providing an email address, Investor agrees and consents to have the Company and/or its third-party service providers electronically deliver Account Communications (as defined herein). **“Account Communications”** means all current and future account statements; the Transaction Documents (including all supplements and amendments thereto); notices (including privacy notices); letters to members; financial statements; regulatory communications and other information, documents, **data and records regarding Investor’s investment in the Company (including K-1s and other related or unrelated general corporate and tax-related forms)**. Electronic communication by the Company includes e-mail delivery as well as electronically making available to Investor Account Communications on the Company’s website, if applicable. Investor may revoke or restrict its consent to electronic delivery of Account Communications at any time by notifying the Company, in writing, of Investor’s intention to do so.

The Company and its affiliates and their respective third-party service providers shall not be liable for any interception of Account Communications. In addition, there are risks, such as system outages, that are associated with electronic delivery. Account Communications are provided to one email address, regardless of how the investment may be registered (e.g., joint/trust/entity ownership).

DocuSigned by:
Ashish Aluwalia

09-27-2020

Signature (or Authorized Signor, if entity)

Date

Ashish Aluwalia

ashish@symplyfy.tech

Print Full Name

Email Address

You may, but are not required to, authorize the Company to copy all future Account Communications to your CPA by providing contact information for your CPA below. All such Account Communications will be subject to the above terms/conditions.

Print CPA Name

Provide CPA Email Address

WIRING INSTRUCTIONS

You may want to print this page and provide it to your bank to facilitate your payment

Will you be funding this investment from a bank or brokerage account that is registered in any other name than the registration you have indicated on p. 1 of this Subscription Completion Package (e.g., the registration of this investment is in the name of Mary Smith but you are wiring funds from a bank account that is in the name of Smith LLC)?

☒ Yes ☐ No

If you responded “yes” to the above question, provide the exact name(s) listed on the bank or brokerage account from which you intend to wire the funds in payment of this investment. This will ensure that your funds are promptly matched to your subscription.

Ashish Aluwalia & Gowri Kamarthy

Registration of bank/brokerage account from which you intend to wire funds

Any subscription for Units must include a tender of a sum equal to the full purchase price of the Units being purchased. Please wire funds per the instructions listed below.

Bank Name	MRV Banks
Address	871 Ste. Genevieve Drive Sainte Genevieve, Missouri 63670
Routing Number	081919356
Account Number	2020782
Account Name	Casper Grove Partners, LLC
Reference	Wire should reference your name, as subscriber.

IMPORTANT – IF YOU RECEIVE INSTRUCTIONS REGARDING THE ESCROW ACCOUNT NUMBER OR A CHANGE OF ACCOUNT NUMBER OR BANKING INSTITUTION, CONTACT INVESTOR SERVICES AT EMERSON EQUITY LLC 650-312-0200 **TO CONFIRM THAT SUCH INSTRUCTIONS ARE VALID.**

INVESTOR RESOURCES

For additional information concerning subscriptions or if you have questions related to this Offering:

Contact:

Clayton Mobley
Green Rock Management, LLC
(205) 580-1180 or
by email at support@green-rock.com

To obtain confirmation of receipt of funds by the escrow agent, or to provide additional documentation in support of your subscription (see table on p. 3), follow the instruction at right:

Email investorrelations@emersonequity.com (be sure to include your name, the name of the investment, the amount wired, and the name of your financial institution)

CERTIFICATION OF TRUST

Applies ONLY to investors that are investing in the name of a Trust.

TRUST TYPE (choose one):

☐

Revocable

☐

Irrevocable

☒

Other (describe):

TRUST INFORMATION

Provide the name of the individual(s) - Trustee(s) or Successor Trustee(s) - that are authorized to make this Investment.

If this investment decision is being made by a third-party Administrator to the Trust (such as an attorney or financial institution), provide the name and contact information of the Administrator.

Title of Trust (the "Trust")

Tax ID Number of Trust

Date of Trust Agreement

Date of Last Amendment (if any)

LIST OF GRANTOR(S)/TRUSTEE(S)

Provide the information below for each Grantor and Trustee/ Successor Trustee (add additional pages if necessary).

Legal Name(s) of Grantor(s), Settlor(s), Trustee(s)	Date of Birth	Social Security No.	Indicate if Grantor or Trustee (or both)
			<input type="checkbox"/> Grantor <input type="checkbox"/> Trustee
			<input type="checkbox"/> Grantor <input type="checkbox"/> Trustee
			<input type="checkbox"/> Grantor <input type="checkbox"/> Trustee
			<input type="checkbox"/> Grantor <input type="checkbox"/> Trustee

(Certification of Trust continues on next page)

(Certification of Trust - continued from previous page)

CERTIFICATION AND SIGNATURES

Please select one of the following, as applies to your authority to make this investment:

- ☐ The trustee(s) listed above may act independently as provided in the Trust Agreement.
- ☐ The trustee(s) listed above may act as a majority as provided in the Trust Agreement.
- ☐ The trustee(s) listed above must act unanimously as provided in the Trust Agreement, and the authorization of all trustees is required.

By completing and signing this Certification of Trust, you are certifying that (i) you are authorized to make this investment and such investment is in full compliance with the Trust, (ii) the Trust has not been revoked, modified, or amended in any manner would cause the statements contained in this Certification of Trust to be incorrect, (iii) the Trust exists under applicable state laws, (iv) you agree to indemnify and hold harmless the Sponsor, Issuer or Company and Emerson Equity LLC for any and all losses, liabilities, claims and costs (including reasonable attorneys' fees) resulting from our effecting this investment or acting upon any instruction given by you with regard to this investment.

In consideration of this subscription, we, the undersigned Grantor(s) or Trustee(s), certify the above information to be accurate, and the powers granted by the Trust authorize this transaction without restriction.

Print Trustee Legal Name

Print Co-Trustee Legal Name (if applies)

Signature of Trustee

Signature of Co-Trustee (if applicable)

Date Signed by Trustee

Date Signed by Co-Trustee (if applicable)

If there are more than two persons that are required to sign this Certification, attach additional pages.

Certificate Of Completion

Envelope Id: 0EF7379633EE424DBB4EADF5D509495B

Status: Completed

Subject: Please DocuSign: Casper Grove_Ashish & Gowri.pdf

Source Envelope:

Document Pages: 25

Signatures: 10

Envelope Originator:

Certificate Pages: 5

Initials: 2

Sudhir Pai

AutoNav: Enabled

200 S 108th Ave

Envelopeld Stamping: Enabled

Omaha, NE 68154-2631

Time Zone: (UTC-06:00) Central Time (US & Canada)

sudhir@legacywealthplanner.com

IP Address: 47.186.145.244

Record Tracking

Status: Original

Holder: Sudhir Pai

Location: DocuSign

9/25/2020 12:17:25 PM

sudhir@legacywealthplanner.com

Signer Events

Ashish Aluvalia

ashish@symplyfy.tech

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Ashish Aluvalia
2E8C3C5910A94F0...

Timestamp

Sent: 9/25/2020 12:28:01 PM

Viewed: 9/27/2020 11:04:50 PM

Signed: 9/27/2020 11:10:12 PM

Signature Adoption: Pre-selected Style

Using IP Address: 67.174.249.161

Electronic Record and Signature Disclosure:

Accepted: 9/27/2020 11:04:50 PM

ID: 52acf923-cd13-4cbc-8532-b5f92a000e75

Gowri Kamarthy

gowri.kamarthy@lamresearch.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Gowri Kamarthy
BDEF631ADF8428...

Sent: 9/27/2020 11:10:16 PM

Viewed: 9/27/2020 11:11:36 PM

Signed: 9/27/2020 11:13:52 PM

Signature Adoption: Pre-selected Style

Using IP Address: 67.174.249.161

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 9/10/2020 4:11:35 PM

ID: 093fd67e-68af-4b32-bdc0-490da19d41c6

sudhir Pai

sudhirpai@mytaxfiler.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

sudhir pai
B797B433A08F401...

Sent: 9/27/2020 11:13:56 PM

Viewed: 9/28/2020 2:11:25 AM

Signed: 9/28/2020 2:11:31 AM

Signature Adoption: Pre-selected Style

Using IP Address: 70.142.60.248

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 3/19/2020 9:23:00 PM

ID: 9960a3fd-5d9d-42a8-bc29-b7aa2ba16a06

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Support support@legacywealthplanner.com Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 9/28/2020 2:11:34 AM Viewed: 9/28/2020 9:29:51 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/28/2020 2:11:34 AM
Certified Delivered	Security Checked	9/28/2020 2:11:34 AM
Signing Complete	Security Checked	9/28/2020 2:11:34 AM
Completed	Security Checked	9/28/2020 2:11:34 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies

	<ul style="list-style-type: none"> • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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