

DRAFT 7/30/22
CONFIDENTIAL

SAVVLY INVESTMENT FUND 1, L.P.

Limited Partnership Interests

Subscription Documents

INSTRUCTIONS

IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING. SIGNIFICANT OBLIGATIONS AND REPRESENTATIONS ARE CONTAINED IN THIS DOCUMENT.

Steps to Submit Subscription:

1. For the cover page, fill in your name, the dollar amount of your aggregate commitment and your selected investment vehicle.
2. Complete the questionnaire on Exhibits 1-3 (pages Q-1 to Q-4).
3. Complete, date and sign the signature page (page S-1) and Spousal Consent (Exhibit A), if applicable.
4. Complete, date and sign the Consent to Receive Schedule K-1 Electronically and Disclosure Statement on Exhibit 4 (pages Q-5 to Q-6).
5. Complete, date and sign the Form W-9 (Exhibit B).
6. Provide the applicable KYC documents, as set forth on the following page.
7. Deliver the completed, dated and signed documents to:

Locke Lord LLP
Brookfield Place
200 Vesey Street, 20th Floor
New York, NY 10281
Email: [Robert.Evans@lockelord.com]
Attn: Rob Evans

8. Send your Capital Contribution to the Partnership by check made out to “Savvly Investment Fund 1, L.P.” or by wire payment with the following wire instructions:

Bank Name: [•]
ABA Number: [•]
Account Name: [•]
Account Number: [•]
Swift / Iban: [•]

9. When delivering the completed Subscription Documents, it is important to keep your information electronically secure. Since the Subscription Documents will contain personally identifiable information, it is recommended that you encrypt the file. You can do this when you save it by selecting “Protect Document” and then selecting “Encrypt with a Password.” If you encrypt it, you should send the password by a separate email.

If you have any questions regarding this form, please contact Rob Evans by phone at (212)912-2728 or email at Robert.Evans@lockelord.com.

KYC Documents

The Partnership is required to collect the following documents for KYC purposes.

1. Documents to be provided by individuals:
 - a. Driver's license OR passport
 - b. Evidence of residential address.

COVER PAGE

Print Name of Investor: {{ firstname }} {{ lastname }}

Investor Payout Age: {{ payout_ages|join(', ') }}

Print Name of Investor: {{ firstname }} {{ lastname }}

Subscription Amount: {{ funding }}

SUBSCRIPTION AGREEMENT

This Subscription Agreement (“Subscription Agreement”) is being used by Savvly Investment Fund 1, LP, a Delaware limited partnership (the “Partnership”), for a private placement (the “Offering”) of limited partnership interests in the Partnership (the “Interests”), on the terms contained in this Subscription Agreement and the Partnership’s agreement of limited partnership (as may be amended, restated or modified from time to time) (the “Partnership Agreement”).

The Offering is being made on a “best efforts, no minimum” basis. Accordingly, the Partnership may close upon any amount of Interests at any time in its discretion and no minimum amount of Interests must be subscribed for by Investors. The general partner of the Partnership, Savvly Investment GP 1, LLC (the “General Partner”), its members, managers and officers, and their affiliates may subscribe for Interests and become limited partners of the Partnership.

The Offering is limited to “accredited investors” as defined in Section 2(15) of the Securities Act of 1933, as amended (“Securities Act”), and Rule 501 thereunder, and is being made without registration under the Securities Act in reliance upon the exemptions contained in Section 4(a)(2) of the Securities Act and the rules and regulations thereunder and applicable state securities laws. The Partnership will only offer Interests for purchase by accredited investors who are also “qualified purchasers” as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended (“Investment Company Act”), and the rules and regulations thereunder.

The investor named above (“Investor,” and together with other investors in the Offering, the “Investors”) hereby agrees as follows:

1. Subscription for Securities. Subject to the terms and conditions set forth in this Subscription Agreement, Investor hereby irrevocably subscribes to purchase an Interest with an aggregate capital contribution (the “Capital Contribution”) as set forth on the signature page (page S-1) to this Subscription Agreement. Upon the closing of the purchase (the “Closing”), the Investor shall become a limited partner of the Partnership and be bound by all of the provisions of the Partnership Agreement, including, without limitation, the obligation to make the Capital Contribution and any additional capital contributions to the Partnership, at the times and subject to the provisions set forth in this Subscription Agreement and the Partnership Agreement. If the Investor is married, the Investor shall deliver to the Partnership the Spousal Consent in the form attached hereto as Exhibit A. Capitalized terms used but not defined in this Subscription Agreement shall have the meaning ascribed to them in the Partnership Agreement.

2. Investor Delivery of Documents. Investor has tendered to the Partnership herewith: (a) one completed copy of this page 1 of this Subscription Agreement and two completed and manually executed copies of the signature page (page S-1) to this Subscription Agreement and the Partnership Agreement, (b) if applicable, two completed and manually executed copies of the Spousal Consent attached hereto as Exhibit A duly executed by the Investor’s spouse, (c) one completed copy of the questionnaire (pages Q-1-Q-8) to this Subscription Agreement, and (d) one completed and manually executed copy of the Form W-9 (or equivalent form for non-US investors) attached hereto as Exhibit B. The Signature Page shall not be deemed delivered by the Investor, and the Investor shall not be admitted as a limited partner of the Partnership and the Interest subscribed for herein will not be deemed issued, until the Closing. This subscription will not be deemed received by the Partnership until the Investor has tendered all documents required pursuant to this paragraph.

3. Acceptance or Rejection of Subscription. The Partnership has the right to reject this subscription, in whole or in part, for any reason and at any time prior to its acceptance and shall have the right to accept subscriptions at its discretion notwithstanding the order in which they are received. The Partnership may elect to accept this subscription for the entire requested amount or only a portion thereof. This subscription will not be deemed accepted until both copies of this Subscription Agreement have been executed by Investor and countersigned by the Partnership and Investor has been notified of such execution. Subject to the Investor's admission as a Limited Partner of the Partnership by the General Partner, the Investor hereby adopts, accepts and agrees to be bound by the terms and conditions of the Partnership Agreement.

4. Closing. At the Closing, the Investor shall be obligated to make the Capital Contribution in accordance with the terms and conditions of the Partnership Agreement and this Subscription Agreement. If the Investor has made, in full, the Capital Contribution when due, then the Signature Page shall be deemed to be delivered by the Investor, the Investor shall be admitted as a limited partner of the Partnership and the Interest subscribed for herein will be deemed issued as of the Closing.

5. Investor Representations and Warranties, Consents, Acknowledgements and Agreements. In order to induce the Partnership to issue and sell an Interest to Investor, Investor represents and warrants that the information relating to Investor set forth in this Subscription Agreement (including, without limitation, in this Section 5 and in any questionnaires, exhibits, schedules, annexes or supplements attached hereto) is true and complete as of the date hereof and will be true and complete as of the date or dates on which Investor's subscription is accepted and the date or dates on which Investor makes a capital contribution to the Partnership in accordance with the Partnership Agreement. If, prior to the date or dates on which Investor's subscription is accepted or the date or dates on which Investor makes a capital contribution to the Partnership in accordance with the Partnership Agreement, there should be any change in such information or any of such information becomes untrue or incomplete, Investor agrees to notify the Partnership and supply the Partnership promptly with corrective information.

(a) Partnership Agreement Review; Suitability. THE INVESTOR HAS READ CAREFULLY AND UNDERSTANDS THE PARTNERSHIP AGREEMENT AND HAS CONSULTED ITS OWN ATTORNEY, ACCOUNTANT OR INVESTMENT ADVISER WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE INVESTOR. ANY SPECIFIC ACKNOWLEDGMENT SET FORTH BELOW WITH RESPECT TO ANY STATEMENT CONTAINED IN THE PARTNERSHIP AGREEMENT SHALL NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.

(b) Authority. Investor has all requisite power and authority to execute and deliver this Subscription Agreement and to carry out all of the terms and provisions of this Agreement and the Partnership Agreement. This Subscription Agreement has been duly executed and delivered on behalf of Investor, and each of this Subscription Agreement and the Partnership Agreement constitutes the legal, valid and binding obligation of Investor, enforceable against it in accordance with its terms, except to the extent that the enforcement of the rights and remedies created hereby and thereby is subject to (i) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) Accredited Investor; Qualified Purchaser. As indicated by the responses in the questionnaire attached hereto, Investor is both (i) an "accredited investor" within the meaning of Section 2(15) of the Securities Act and Rule 501 thereunder and (ii) a "qualified purchaser" within the meaning of Section 2(a)(51) of the Investment Company Act and the rules and regulations thereunder. Investor, if an entity, has obtained all consents required by subparagraph (C) of Section 2(a)(51) of the Investment Company Act and the rules and regulations thereunder in order for the Partnership to be treated as a "qualified purchaser."

(d) Information About the Partnership and the Limited Partner's Interests. Investor has read the Confidential Private Placement Memorandum (including exhibits thereto) with respect to the Interests, dated June 2022, as supplemented from time to time, delivered to Investor, including the "Risk Factors" and the information relating to the proposed business and operations of the Partnership set forth therein, together with the Partnership Agreement and this Subscription Agreement, and fully understands the information set forth therein and herein. Investor has been given access to full and complete information regarding the Partnership as Investor has requested and has utilized such access to Investor's satisfaction for the purpose of verifying the information included herein and therein, and Investor has either met with or been given reasonable opportunity to meet with officers of the Partnership and its affiliates for the purpose of asking reasonable questions of such officers concerning the terms and conditions of the Offering and the business of the Partnership and all such questions have been answered to Investor's full satisfaction. Investor has also been given an opportunity to obtain any additional relevant information to the extent reasonably available to the Partnership. After reading such information and materials, Investor understands that there is no assurance as to the future performance of the Partnership or an Interest therein. The Investor understands that the cash flow, if any, to make distributions with respect to the Interests will be from limited sources.

(e) No General Solicitation. Investor is not participating in the Offering as a result of or subsequent to: (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet or (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(f) No Distribution. Investor is purchasing the Interests for its own account for investment and not with a view to, or for sale in connection with, any subsequent distribution of the securities, nor with any present intention of selling or otherwise disposing of all or any part of the Interests. The Investor is not acquiring the Interest with a view to realizing any benefits under United States federal income tax laws, and no representations have been made to the Investor that any such benefits will be available as a result of the Investor's acquisition, ownership or disposition of the Interest. The Investor has consulted with, and relied solely upon, its own accountant or tax advisors in connection with its decision to acquire the Interest.¹

(g) No Offer Until Determination of Suitability. Investor acknowledges that any delivery to Investor of any documents relating to the Offering prior to the determination by the Partnership of Investor's suitability will not constitute an offer of the Interests until such determination of suitability is made.

(h) No Right to Terminate. The Investor is aware that, except for any rescission rights that may be provided under applicable laws, the Investor is not entitled to cancel, terminate or revoke this subscription, and any agreements made in connection herewith will survive such Investor's dissolution, termination, death or disability, as the case may be. The Investor understands that, except as otherwise provided in the Partnership Agreement, the Investor may not make less than the full amount of any required capital contribution or return less than the total amount of distributions required to be returned and that default provisions with respect thereto, pursuant to which the Investor may suffer substantial adverse consequences (including, but not limited to, the loss of a material portion of its investment in the Partnership), are contained in the Partnership Agreement. The Investor has no need for liquidity in connection with its purchase of the Interest and is able to bear the risk of loss of its entire investment in the Interest.

(i) Restrictions on Transfer. Investor understands that (i) the Interests have not been registered under the Securities Act or any state securities laws, in reliance on specific exemptions from registration, (ii) no securities administrator of any state or the federal government has recommended or endorsed the Offering or made any finding or determination relating to the fairness of an investment in the Interests and (iii) the Partnership is relying on Investor's representations and warranties and agreements for the purpose of determining whether this transaction meets the requirements of the exemptions afforded by the Securities Act and applicable state securities laws. Investor also understands and agrees that the Interests cannot be

resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and any applicable state securities laws, or an exemption from registration is available. Investor understands that the Partnership is under no obligation and has no intention to register the Interests, or to assist Investor in complying with any exemption from such registration, under the Securities Act or any state securities laws. Investor understands that the Interests are also subject to further restrictions on transfer pursuant to the Partnership Agreement. Investor understands that there is no market for the Interests and it is unlikely that a market will ever develop for these securities in the future. Investor understands that it must therefore bear the economic risk of holding the Interests for an indefinite period of time.

(j) Speculative Investment. Investor is aware that the Interests are a speculative investment that involve a high degree of risk and Investor may suffer the total loss of its investment. Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Interests and have obtained, in Investor's judgment, sufficient information to evaluate the merits and risks of an investment in the Interests. Investor has not utilized any person as its purchaser representative (as defined in Regulation D under the Securities Act) in connection with evaluating such merits and risks and has relied solely upon its own investigation in making a decision to invest in the Interests. Investor has been urged to seek independent advice from its professional advisors relating to the suitability of its investment in the Interests in view of its overall financial needs and with respect to the legal and tax implications of such investment. Investor believes that the investment in the Interests is suitable for it based upon its investment objectives and financial needs, and Investor has adequate means for providing for its current financial needs and contingencies and has no need for liquidity with respect to its investment in the Interests. The investment in the Interests does not constitute a significant portion of Investor's investment portfolio.

(k) Record Holder. Investor is, with respect to the Partnership, one person within the meaning of Rule 12g5-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Investor's form of holding its Interest in the Partnership is not used primarily to circumvent the provisions of Section 12(g) or Section 15(d) of the Exchange Act.

(l) Benefit Plans. The Investor is not, and is not acting on behalf of, (i) an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (ii) an IRA (individual retirement account) or other "plan" as defined in Section 4975 of the Code, or (iii) an entity that is deemed to hold the "plan assets" of any employee benefit plan or other plan by reason of 29 C.F.R. 2510.3-101 or otherwise.

(m) Source of Funds; Identity. Investor acknowledges that the General Partner is subject to certain legal requirements that require the General Partner to verify the source of funds paid to the Partnership by Investor and/or the identity of Investor and persons associated with Investor. Investor agrees to provide such information and materials as may from time to time be requested by the General Partner for such purposes.

(n) Money Laundering and Similar Activities. Investor hereby acknowledges that the Partnership seeks to comply with all applicable laws concerning money laundering and related activities. In furtherance of such efforts, Investor hereby represents, warrants, covenants and agrees that to the best of Investor's knowledge based upon reasonable diligence and investigation, no consideration that Investor has contributed or will contribute to the Partnership, and no distribution to such Investor (assuming such distribution is made in accordance with instructions provided to the General Partner by such Investor) violates or will violate (i) the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001 (as it may be amended from time to time) and any regulations promulgated thereunder, (ii) the United States Uniting and Strengthening America by Providing Appropriate Tools Required to Interrupt and Obstruct Terrorism Act of 2001 or the Trading with the Enemy Act (50 U.S.C. § 1 et seq., as amended), (iii) any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended), (iv) the provisions of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001)

issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time, (v) the United States Bank Secrecy Act, (vi) the United States Money Laundering Control Act of 1986, or (vii) in each case, any successor statutes, regulations or orders, any amendments thereto, and any enabling legislation or executive orders relating thereto (collectively, the “Anti-Money Laundering Laws”). Neither the Investor nor its affiliates (including any owner, member, partner, member, shareholder, or investor with an indirect or direct beneficial interest) (A) is named on the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of Treasury (“OFAC”) or on any other similar list maintained by OFAC, the United States Department of State, the United States Department of Commerce or any other government authority or pursuant to any Executive Order of the President of the United States of America or any state list relating to Iran or Sudan, (B) resides or has business in, or is organized or chartered under the laws of, any country or territory subject to economic sanctions administered or enforced by OFAC, which is designated as a non-cooperative country or territory by the Financial Action Task Force on Money Laundering or has been designated under the USA PATRIOT Act as of primary money laundering concern, (C) has been convicted of a crime relating to terrorism or money laundering or, to the knowledge of the Investor, is subject to an investigation by any governmental authority in connection therewith, or (D) is a Senior Political Figure or any Immediate Family Member or Close Associate of a Senior Foreign Political Figure. For purposes of the foregoing, “Senior Foreign Political Figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation; in addition, a “Senior Foreign Political Figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Foreign Political Figure; “Immediate Family” of a Senior Foreign Political Figure typically includes the 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 to maintain an unusually close relationship with the Senior Foreign Political Figure, and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on the figure's behalf.

(o) No Representations or Warranties by the Partnership. Investor has received no representation or warranty from the Partnership, its affiliates or any of their respective officers, directors, managers, equity holders, employees, or agents in respect of Investor's investment in the Interests.

(p) Accredited Investor, Investment Company Act, Investment Advisers Act of 1940 (“Investment Advisers Act”), FINRA NASD Rule 2790 and FINRA NASD Associations and Affiliations. One or more of the categories set forth in Exhibit 2 and Exhibit 3 hereto correctly and in all respects describes the Investor, and the Investor has so indicated by signing or causing its authorized representative(s) to sign, on the blank line or lines following such categories on each such Exhibit which so describes it. The Investor acknowledges that the Partnership from time to time may make investments in new issues, as defined in Financial Industry Regulatory Agency (“FINRA”) NASD Conduct Rule 2790 (“Rule 2790”); and the Investor further acknowledges that to participate in such new issues, the Partnership must obtain information as to the “restricted person” status of the Investor. The Investor understands and acknowledges that, in connection with the Partnership's purchase of public offerings of Partnership portfolio companies and any representations the Partnership is required to make in connection therewith, the Partnership may from time to time be required to provide certain information related to FINRA associations and affiliations of the Partnership and its Partners in connection with public offerings involving the Partnership's portfolio companies under various rules adopted by FINRA. The Investor hereby covenants and agrees to provide such information to the Partnership promptly as requested from time to time by the General Partner, in accordance with Section 5, regarding its “restricted person” and NASD associations and affiliations status and that such information will be true and accurate when provided.

(q) Publicly Traded Partnership. The following representations are included with the intention of enabling the Partnership to qualify for the benefit of a “safe harbor” under U.S. Treasury Regulations from treatment of the Partnership as an entity subject to corporate income tax. Either:

(i) The Investor is not a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes, or

(ii) The Investor is a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes, but (A) at no time during the term of the Partnership will 65% or more of the value of any beneficial owner’s direct or indirect interest in the Investor be attributable to the Investor’s interests in the Partnership, (B) less than 65% of the value of the Investor is attributable to the Investor’s interests in the Partnership, and (C) permitting the Partnership to satisfy the 100-partner limitation set forth in Section 1.7704-1(h)(1)(ii) of the U.S. Treasury Regulations is not a principal purpose of any beneficial owner of the Investor in investing in the Partnership through the Investor.

If the Investor is unable to make either of such representations, the Investor hereby agrees to provide the General Partner, prior to the effective date of the purchase of the Interest, with evidence (including opinions of counsel, if requested) satisfactory in form and substance to the General Partner relating to the status of the Partnership under Section 7704 of the Code. Further, if at any time after the effective date of the purchase of the Interest the Investor can no longer make either of such representations, the Investor shall promptly notify the General Partner in writing.

(r) No Borrowings. The Investor has not borrowed any portion of its contribution to the Partnership, either directly or indirectly, from the Partnership, the General Partner, or any affiliate of the foregoing.

(s) Partnership Counsel Does Not Represent the Investors. The Investor understands that the General Partner has retained Locke Lord LLP in connection with the formation of the Partnership and the offering of Interests and may retain Locke Lord LLP as legal counsel in connection with the management and operation of the Partnership, including, without limitation, making, holding and disposing of investments. The Investor acknowledges that Locke Lord LLP will not represent the Investor or any other limited partner or prospective limited partner of the Partnership, unless the General Partner and the Investors or such other limited partner or prospective limited partner otherwise agree in writing and the Investor or such other limited partner separately engage Locke Lord LLP in connection with the formation of the Partnership, the offering of limited partner interests, the management and operation of the Partnership or any dispute that may arise between the Investor or any other limited partner, on the one hand, and the General Partner and/or the Partnership on the other hand (the “**Partnership Legal Matters**”). The Investor will, if it wishes counsel on any Partnership Legal Matter, retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel. The Investor further understands that the internal legal department of Savvly, Inc and its affiliates does not represent the Investor or any other limited partner or prospective limited partner of the Partnership.

(t) Final Form. The Investor understands and acknowledges that its investment in the Partnership shall be subject to the terms and conditions of this Subscription Agreement and the Partnership Agreement in such final forms as shall be executed by the parties hereto, and as the same may be amended from time to time in accordance with their respective terms.

(u) Privacy Notice. If the Investor is a natural person (including a natural person investing through an individual retirement account or “IRA”), such person acknowledges receipt of the notice attached hereto as Exhibit 5 regarding privacy of financial information under the U.S. Securities and Exchange Commission (“SEC”) privacy rule, 17 C.F.R. 248 (the “Privacy Rule”) and agrees that the Interest is a financial product that the Investor has requested and authorized. In accordance with the Privacy Rule, the Investor acknowledges and agrees that the Partnership may disclose nonpublic personal information of the Investor to the other Limited Partners, as well as to the Partnership’s accountants, attorneys and other service

providers as necessary to effect, administer and enforce the Partnership's and the Limited Partners' rights and obligations. The Partnership may also disclose the investor's name and partnership interests if required to bid on a public procurement.

6. Power of Attorney.

(a) By executing this Agreement, the Investor hereby designates, constitutes and appoints the General Partner with full power of substitution, as its true and lawful attorney-in-fact and agent, with full power and authority to make, execute, acknowledge, verify, certify, swear to, deliver, record and file, in the Investor's name, place and stead, any of the following: (i) the Partnership Agreement, including any counterparts thereto, or any other document necessary for admitting the Investor or any other Person as a Limited Partner; (ii) any other instrument or document that may be required to be filed by the Partnership under the laws of any state or by any governmental agency, or that the Partnership deems advisable to file; (iii) any instrument or document that may be required to effect the continuation of the Partnership, the admission of an additional or substituted Limited Partner, or the withdrawal or a transfer of all or part of any Interests, or the dissolution and termination of the Partnership (provided such continuation, admission or dissolution and termination are in accordance with the terms of the Partnership Agreement), or to reflect any reductions in amount of contributions of Limited Partners; (iv) any other deeds, instruments, documents or agreements determined by the General Partner to be necessary or appropriate in connection with the proper conduct of the activities of the Partnership; and (v) all agreements, deeds, instruments or documents, or any counterpart of such documents, relating to any amendments to a Partnership Agreement adopted in accordance with the Partnership Agreement.

(b) The power of attorney granted by the Investor in this Section 6: (i) is a special power of attorney coupled with an interest, is irrevocable and shall survive and not be affected by the death, legal incapacity, insolvency, bankruptcy or dissolution of the Investor; (ii) may be exercised by the General Partner signing individually for the Investor or for all of the Limited Partners in executing any particular instrument; and (iii) shall survive a transfer by the Investor of its Interests except that, where the assignee of the entire Interests owned by a Limited Partner has been approved by the General Partner for admission to the Partnership as a substituted Limited Partner, the special power of attorney shall survive such transfer for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument or document necessary to effect such substitution.

(c) The Investor hereby represents and warrants that the power of attorney granted by the Investor pursuant to this Section 6 has been executed by or for the benefit of the Investor in compliance with the laws of the state or jurisdiction in which this Agreement was executed and to which the Investor is subject.

(d) The Investor shall execute and deliver to the General Partner, within no more than five (5) days' after receipt of a request therefor, such further designations, powers of attorney, certificates or other instruments or documents as the General Partner may determine in its sole discretion to be necessary or advisable to ensure that this power of attorney is valid, binding and enforceable with respect to the Investor. The Investor shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver to the General Partner all such other agreements, certificates, instruments and documents, as the General Partner may request in order to carry out the intent and accomplish the purposes of this Agreement, the Partnership Agreement and the consummation of the transactions contemplated by this Agreement or the Partnership Agreement, including, but not limited to, executing a counterpart signature page to the Partnership Agreement.

7. Additional Investor Information; Indemnity. The Investor understands that the information provided herein (including the Exhibits hereto) will be relied upon by the Partnership and the General Partner for the purpose of determining the eligibility of the Investor to purchase or hold the Interest and for the purpose of making any necessary filings required pursuant to Applicable Securities Laws. The Investor

agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Investor to purchase or hold the Interest or to permit the General Partner to make any necessary securities filings under applicable securities laws. In addition, the Investor consents to the use of the information contained herein and provided subsequent hereto for the purposes of making such filings and the Investor agrees to provide information regarding its “restricted person” status and FINRA associations and affiliations to each Partnership in which the Investor is subscribing, on an annual basis, to the extent requested by the Partnership or the General Partner. The Investor represents and agrees that the information provided herein (including the Exhibits hereto) regarding the Investor is true and correct as of the date of this Subscription Agreement and will be true and correct as of the Closing and as of the date of the Investor’s admission to the Partnership as a Limited Partner. Without limiting the generality of the foregoing, if there should be any change in the information provided herein regarding the Investor prior to the Closing or the Investor’s admission to the Partnership, the Investor will immediately furnish revised or corrected information to the General Partner in writing. In addition, the Investor will furnish to the Partnership, upon request, any other information about the Investor reasonably determined by the General Partner to be necessary or convenient for the formation, operation, dissolution, winding-up or termination of the Partnership; provided that (i) such other information is in the Investor’s possession or is available to the Investor without unreasonable effort or expense and (ii) the Investor’s obligations with respect to such other information shall not apply to information that the Investor is required by law or agreement to keep confidential. To the extent permitted by law, the Investor agrees to indemnify and hold harmless the Partnership, the General Partner, any affiliate of the Partnership or the General Partner, and any director, officer, partner, member, manager, employee, or agent of any such party against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Subscription Agreement (including the Exhibits hereto) or in any other documents provided by the Investor to the Partnership or the General Partner in connection with the Investor’s investment in the Interest. The Investor represents and warrants that it has the authority to provide the consents and acknowledgements set out in this Section 6 on behalf of all beneficial purchasers.

8. Severability; Remedies. The invalidity or unenforceability of any one or more provisions of this Subscription Agreement shall not affect the other provisions, and this Subscription Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted or, at the direction of a court, modified in order to give effect to the intent and purposes of this Subscription Agreement.

9. Governing Law and Jurisdiction. This Subscription Agreement will be deemed to have been made and delivered in New York, New York and will be governed as to validity, interpretation, construction, effect and in all other respects by the internal laws of the State of New York. Each of the Partnership and Investor hereby: (i) agrees that any legal suit, action or proceeding arising out of or relating to this Subscription Agreement will be instituted exclusively in New York State Supreme Court, County of New York, or in the United States District Court for the Southern District of New York; (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum for such suit, action or proceeding; (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court, County of New York, and the United States District Court for the Southern District of New York in any such suit, action or proceeding; (iv) agrees to accept and acknowledge service of any and all process that may be served in any such suit, action or proceeding in New York State Supreme Court, County of New York or in the United States District Court for the Southern District of New York; and (v) agrees that service of process upon it mailed by certified mail to its address set forth on Investor’s signature page will be deemed in every respect effective service of process upon it in any suit, action or proceeding.

10. Withholding Forms. The Investor represents, warrants and agrees (for the benefit of the Partnership and of any person who participated in the offer or sale of its Interest) that it will provide in a timely manner a properly completed United States Internal Revenue Service Tax Form W-9 (a US person

certificate) and shall cooperate with the General Partner upon its request in order to maintain appropriate records and provide for withholding amounts, if any, relating to the Investor's Interest and, further, in the event that the Investor fails to provide such information regarding United States tax withholding, the General Partner, the Partnership and their respective direct or indirect partners, members, managers, officers, directors, employees, agents, service providers and their affiliates shall have no obligation or liability to the Investor with respect to any United States tax matters or obligations which may be assessed against the Investor or its beneficial owners. The Investor expressly acknowledges that such tax forms and withholding information may be provided to any withholding agent that has control, receipt or custody of the income of which the Investor is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the Investor is the beneficial owner.

11. Counterparts. This Subscription Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The execution of this Subscription Agreement may be by actual or facsimile signature.

12. Benefit. Except as otherwise set forth herein, this Subscription Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

13. Expenses. Each party hereto will pay its own expenses relating to this Subscription Agreement and the purchase of the Investor's Interest in the Partnership hereunder.

14. Notices. All notices, offers, acceptance and any other acts under this Subscription Agreement (except payment) must be in writing, and are sufficiently given if delivered to the addressees in person, by overnight courier service, by certified mail (postage prepaid, return receipt requested), or by telecopy or electronic mail, and will be effective three days after being placed in the mail, if mailed, or upon receipt or refusal of receipt, if delivered personally or by courier, or upon confirmed transmission, if sent by telecopy or electronic mail, in each case addressed to a party. All communications to Investor should be sent to Investor's address on the signature page hereto. All communications to the Partnership should be sent to:

Savvly Investment Fund 1, LP
c/o Savvly Investment GP 1, LLC
1035 Pearl Street
Suite 322
Boulder, CO 80302

Attn: 3General Partner
Tel: +1 (888) 372-8859
E-mail: gp@savvly.com

15. Oral Evidence. This Subscription Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. This Subscription Agreement may not be changed, waived, discharged, or terminated orally, but rather, only by a statement in writing signed by the party or parties against which enforcement or the change, waiver, discharge or termination is sought.

16. Paragraph Headings. Paragraph headings herein have been inserted for reference only and will not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part, any of the terms or provisions of this Subscription Agreement.

17. Survival of Representations, Warranties and Agreements. The representations, warranties and agreements contained herein will survive the execution and delivery of this Subscription Agreement and the admission of Investor as a limited partner of the Partnership.

18. Acceptance of Subscription. The Partnership may accept this Subscription Agreement at any time for all or any portion of the Capital Contribution subscribed for by executing a copy hereof as provided and notifying Investor of such execution.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

Exhibit 1: INVESTOR INFORMATION

INDIVIDUAL INVESTORS ONLY

Investor Information - Additional Information May Be Requested

Investor's Name: {{ firstname }} {{ lastname }}

Date of Birth: {{ birthdate }} SSN/Tax ID: {{ ssn }}

Citizenship: {{ citizenship }}

Residential Street Address: {{ address }}

City: {{ city }}

State: {{ state }} Zip Code: {{ zip_code }}

Telephone: {{ phone }}

E-mail Address: {{ email }}

Spouse's Name: {{ spouse_firstname }} {{ spouse_lastname }}

Do you believe you have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of Interests? {{ investor_sufficient_knowledge|checkmark_trueval("Y") }}
Yes {{ investor_sufficient_knowledge|checkmark_trueval("Y", negate=true) }} No

Classification of Individual: Please select the one category that best describes the Investor.

Individual that is a U.S. person {{ is_US_citizen|checkmark_trueval("Y") }}
Individual that is not a U.S. person {{ is_US_citizen|checkmark_trueval("Y", negate=True) }}

Exhibit 2: QUALIFIED PURCHASER STATUS

The Investor represents and warrants that the information provided by the Investor in this Exhibit 2 is true and accurate. Capitalized terms used, but not defined, herein shall have the respective meanings given to them in the Subscription Agreement.

CHECK BELOW THE CATEGORY OR CATEGORIES WHICH DESCRIBES THE INVESTOR

In order to complete the following information you should read pages Q-3 and Q-4 for information regarding the definition of “Investments” and for information regarding the valuation of “Investments.”

{{ purchaser_type|checkmark_trueval("Qualified Purchaser") }} 1. The Investor is a “qualified purchaser” as defined in Section 2(a)(51)(A) of the Investment Company Act (a “**Qualified Purchaser**”) because the Investor is a natural person (including a person who will hold a joint, community property, or other similar shared ownership interest in the Partnership with that person’s qualified purchaser spouse)¹ who owns \$5,000,000 or more in Investments.² In making this determination, subtract the amount of any outstanding indebtedness incurred to make the Investments.²

{{ purchaser_type|checkmark_trueval("Qualified Purchaser", negate=True) }} 2. The Investor is not a Qualified Purchaser as described in Section 1 above.

¹ Spouses investing jointly are treated as a single individual investor for purposes of this Exhibit 2. See “Joint Investments” on page Q-4.

² The term Investments is defined in Rule 2a51-1 under the Investment Company of 1940, as amended (the “**Investment Company Act**”).

Definitions

The following definitions and summary of the applicable sections of the Investment Company Act and the rules and regulations thereunder are provided for the Investor's information and are designed to assist the Investor in determining whether the Investor is a Qualified Purchaser. Although the definition of Investments under the Investment Company Act includes most of what are ordinarily considered "investments" or "securities" (but excludes assets such as jewelry, artwork, antiques and other similar collectibles), issues may arise as to whether a particular holding falls within the definition. The Investor is strongly encouraged to consult its own legal advisors for guidance on these issues and with respect to its status as a Qualified Purchaser.

Types of Investments. As defined in Rule 2a51-1 under the Investment Company Act, the term "**Investment**" includes the investments described below. See the accompanying footnotes for more complete definitions.

- (a) Cash and cash equivalents (including foreign currency) held for investment purposes. For purposes of this section, "**cash and cash equivalents**" include bank deposits, certificates of deposit, bankers' acceptances and similar bank instruments held for investment purposes, and the net cash surrender value of an insurance policy.
- (b) Securities.³
- (c) Real estate held for investment purposes (which generally does *not* include a place of business used by the Investor or the Investor's family or a personal residence used by the Investor or the Investor's family).⁴
- (d) Commodity futures contracts, options on commodity futures contracts, and options on physical commodities (each, a "**Commodity Interest**") traded on or subject to the rules of a major commodities exchange,⁵ and held for investment purposes.

3 The term "securities" is defined in section 2(a)(1) of the Securities Act of 1933, as amended (the "**Securities Act**"); however, the term "securities" does not include securities of an issuer that controls, is controlled by, or is under common control (see below) with the Investor, unless the issuer of such securities is: (a) (i) an investment company within the meaning of the Investment Company Act, (ii) a company that would be an investment company but for the exclusions provided by sections 3(c)(1) through 3(c)(9) of the Investment Company Act or the exemptions provided by Rule 3a-6 or Rule 3a-7 under the Investment Company Act, or (iii) a commodity pool; (b) a public company which (i) files reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, or (ii) has a class of securities that are listed on a "designated offshore securities market" as such term is defined by Regulation S under the Securities Act; or (c) a company with shareholders' equity of not less than \$50 million (as determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements, provided that such financial statements present the information as of a date within 16 months preceding the date on which the Investor acquires its interest in the Partnership. The term "**control**," when used with respect to any entity, means the power to exercise a controlling influence over management or policies of that entity, unless that power is solely the result of an official position with that entity (e.g., being an officer or director of that entity). A person or "**company**" is rebuttably presumed to control an entity if such person or "**company**" owns, directly or indirectly through one or more controlled companies, more than 25% of such entity's voting securities, but a person or "company" may in certain instances also have control of an entity on the basis of a lower degree of ownership, as a result of a contractual relationship or because of other factors. The terms "**controlled**," "**controlled by**" and "**under common control with**" have meanings correlative to the foregoing.

4 See Rule 2a51-1(c)(1) for more information on whether real estate is considered "**held for investment purposes**."

5 Any contract market designated for trading such transactions under the Commodity Exchange Act and the rules thereunder or any board of trade or exchange outside the United States, as contemplated in Part 10 of the rules under the Commodity Exchange Act.

- (e) Physical commodities such as gold or silver with respect to which a Commodity Interest is traded on a major commodities exchange⁹ and which are held for investment purposes.
- (f) Financial contracts,⁶ including swaps and similar contracts entered into for investment purposes.
- (g) If the Investor is either (i) a company excluded from the definition of an investment company under Section 3(c)(7) of the Investment Company Act, (ii) a company that would be an investment company but for the exclusion provided by Section 3(c)(1) of the Investment Company Act, or (iii) a commodity pool, any amounts payable to the Investor pursuant to a binding commitment in which a person has agreed to acquire an interest in, or make capital contributions to, the Investor upon the Investor's demand.

Valuation. An Investment should be valued at its fair market value as of the most recent practicable date or its cost, provided that commodity interests should be valued at the initial margin or option premium deposited in connection with such interests. Any amount of outstanding indebtedness incurred to acquire or for the purpose of acquiring the Investment must be deducted from the value of such Investment.

Retirement Plans and Trusts. If the Investor is a natural person, the Investor may include as Investments any otherwise qualifying Investments held in an individual retirement account or similar account in which those Investments are held for the benefit of and directed by the Investor.

Joint Investments. If the Investor is a natural person, the Investor may include as Investments any otherwise qualifying Investments held jointly with the Investor's spouse, or in which the Investor and the Investor's spouse share a community property or similar shared ownership interest. In determining whether spouses who are making a joint investment are Qualified Purchasers, there may be included in the amount of each spouse's Investments any otherwise qualifying Investments owned by the other spouse (whether or not such Investments are held jointly). In each case, the amount of any such Investments should be reduced by any outstanding debt incurred by either spouse in purchasing them.

Investments by Subsidiaries. The amount of Investments owned by the Investor for purposes of Category (D) may include otherwise qualifying Investments owned by the Investor's majority-owned subsidiaries and otherwise qualifying Investments owned by a "company" ("**Parent Entity**") of which the Investor is a majority-owned subsidiary, or by a majority-owned subsidiary of the Investor and other majority-owned subsidiaries of the Parent Entity.

⁶ As defined in Section 3(c)(2)(B)(ii) of the Investment Company Act.

Exhibit 3: ACCREDITED INVESTOR STATUS

The Investor represents and warrants that the information provided by the Investor in this Exhibit 3 is true and accurate. Capitalized terms used, but not defined, herein shall have the respective meanings given to them in the Subscription Agreement.

CHECK THE CATEGORY OR CATEGORIES WHICH DESCRIBES THE INVESTOR

{{ investor_accredited_gt_1mm|checkmark_trueval("Y") }} (1) Any natural person whose individual net worth or joint net worth with that person's spouse, at the time of his or her purchase exceeds \$1,000,000⁷;

{{ investor_accredit_gt_200k|checkmark_trueval("Y") }} (2) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's 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;

⁷ For purposes of calculating his or her net worth, an investor may include equity in personal property, cash, short term investments, stock, securities and real estate, but must *exclude* the value of his or her primary residence. Indebtedness secured by a primary residence may also be excluded up to the fair market value of the primary residence, while any excess above the fair market value of the primary residence should be considered a liability and deducted from net worth. Equity in other real estate and in any personal property should be based on the fair market value of such property minus any debt secured by such property.

**Exhibit 4: CONSENT TO RECEIVE SCHEDULE K-1 ELECTRONICALLY
AND DISCLOSURE STATEMENT**

CONSENT

The undersigned hereby consents to receive all Schedule K-1s furnished by the Partnership electronically (the "Consent"). This Consent will be valid until the undersigned requests a withdrawal of consent (described below).

DISCLOSURE STATEMENT

1. If the Partnership does not receive a signed and dated copy of this Consent from the undersigned, a paper copy of the Schedule K-1 will be provided.
2. This Consent applies to each Schedule K-1 required to be furnished after an executed Consent is received by the Partnership unless and until a formal request to withdraw the executed Consent is received by the Partnership from the undersigned.
3. The undersigned may request a paper copy of Schedule K-1 by sending an e-mail to the General Partner at service-center@savvly.com. A request for a paper copy of a Schedule K-1 will not be treated as a withdrawal of consent.
4. The undersigned may withdraw consent by writing (electronically or on paper) to:

Savvly Investment Fund 1, L.P.
1035 Pearl Street
Suite 322
Boulder, CO 80302
Attn: General Partner
5. The withdrawal of consent will be effective on the date it is received by the General Partner of the Partnership.
6. The Partnership will confirm the withdrawal of consent and the date on which the withdrawal takes effect by email.
7. A withdrawal of consent does not apply to a Schedule K-1 that was furnished electronically to the undersigned before the date on which the withdrawal of consent takes effect.
8. The Partnership will cease furnishing electronic statements to the undersigned upon the undersigned's withdrawal from the furnishing entity or upon a dissolution or termination of the furnishing entity.
9. The undersigned must inform the Partnership of any updated contact information, including email address, mailing address and phone number, as soon as possible by sending an email to the General Partner at service-center@savvly.com. Additionally, the Partnership will send an email to inform the undersigned of any change in its contact information using the email address on file for the undersigned.
10. Access to the Internet, a working email address and Adobe Reader or similar software is required to access, print and retain the Schedule K-1. The undersigned may be required to print

and attach the Schedule K-1 to a Federal, State, or local income tax return.

11. The Partnership will notify the undersigned of any information relating to an electronic Schedule K-1 by sending an e-mail with the subject line reading "IMPORTANT TAX RETURN DOCUMENT AVAILABLE."
12. To the extent such notice is returned as undeliverable and the correct electronic address cannot be obtained from the Partnership' records or from the undersigned, The Partnership will provide the Schedule K-1 by mail or in person within thirty (30) calendar days after the electronic notice is returned.

Authorized signature:

Date:

Name / Title (Print): {{ firstname }} {{ lastname }}

Exhibit 5: NOTICE REGARDING PRIVACY OF FINANCIAL INFORMATION

The Partnership has always treated the personal information it receives from investors with sensitivity and plans to continue that practice. The Partnership is committed to maintaining the confidentiality and security of its current, prospective and former investors' personal information and has developed policies designed to protect this confidentiality.

1. *Collection of Investor Information.* The Partnership collects and maintains nonpublic personal information about current, prospective and former investors from the following sources:

- information received from investors in the Subscription Agreement and all related documents, exhibits and addendums thereto (the "**Subscription Documents**") and other forms submitted to the Partnership, or in contracts entered into with the Partnership;
- information about investors' transactions with the Partnership, such as contributions to and distributions from the Partnership; and
- information obtained from correspondence, whether written, telephonic or electronic, between an investor and the Partnership or service providers to the Partnership.

Among other sources, the Partnership may collect this information through the Partnership's or its affiliates' websites.

2. *Disclosure of Investor Information.* The Partnership may disclose all of the information that it collects (as described above), in connection with investment transactions, reports to Limited Partners or other actions, to its affiliates and to non-affiliated third parties, including:

- other investors in the Partnership investment funds in connection with closing documentation, financial reports or other partner communications;
- portfolio companies, potential new investors and their respective advisors if requested in connection with an investment involving the Partnership;
- transfer agents, portfolio companies, brokerage firms and the like, in connection with distributions to Limited Partners of the Partnership;
- financial service providers, such as broker-dealers, custodians, banks and others used to facilitate transactions for Limited Partners or The Partnership; and
- other service providers to The Partnership, such as providers of legal, accounting or tax preparation services.

The Partnership also may disclose nonpublic personal information about current, prospective and former investors to non-affiliated third parties if authorized by such investor or if required or otherwise permitted by law.

3. *Implementation of Procedures.* The Partnership takes seriously the obligation to safeguard investors' nonpublic personal information. The Partnership maintains physical, electronic and procedural safeguards to protect the nonpublic personal information that the Partnership has obtained from current, prospective and former investors.

Exhibit 6: SUMMARY OF PRINCIPAL TERMS

The following is a summary description of the Fund and certain major terms of the offering.
Full details are available also in the Private Placement Memorandum and the Partnership Agreement.

- 6.1 *Fee Arrangements:*** Limited Partners designate percentage per annum fee to personal financial or retirement planning advisor based on Net Capital Contributions, as adjusted for changes in the value of that investment to be paid by the Fund to their designated advisors:
{{ advisorfee }}
- 6.2 *Fee Payable from Limited Partner's Direct Interest: Administrative and Management Fee:***
1.25 basis points per month (fifteen (15) basis points annualized) of the value of each Interest.

This page constitutes the signature page for:

- (i) the Subscription Agreement (including any questionnaires, exhibits, schedules, annexes or supplements attached hereto); and
- (ii) the Partnership Agreement of Savvly Investment Fund 1, L.P.

Execution of this signature page constitutes execution of, and the undersigned hereby authorizes this signature page to be attached to a counterparty of, each of the aforementioned documents. The undersigned hereby affirms that all the information contained in this Subscription Agreement for the purchase of an Interest in the Partnership, including, without limitation, in Section 5 hereof and in any questionnaires, exhibits, schedules, annexes or supplements attached hereto, is true and correct to the best of their knowledge and belief. The undersigned also understand that a background and/or credit check may be conducted for the purposes of detecting and deterring money laundering.

The undersigned hereby applies for a limited partnership interest in the Partnership (the “Interest”) with an aggregate Capital Contribution of:

\$ {{ funding }}

Investor Name: {{ firstname }} {{ lastname }}

Investor Payout Age {{ payout_ages|join(', ') }}

Signature: _____ Date: _____

[FOR GENERAL PARTNER USE ONLY]

The foregoing Subscription Agreement is hereby accepted by the undersigned as of _____ and
the Partnership hereby agrees to be bound by its terms.

SAVVLY INVESTMENT FUND 1, L.P.

By: SAVVLY INVESTMENT GP 1, LLC, as its General Partner

By: _____ Date: _____

Name: Dario Fusato

Title: General Partner

Amount of Interest in the Partnership accepted by the General Partner (if less than the amount set forth
on the Investor's signature page above as permitted by Section 18):

\$ {{ funding }}

Investment vehicle purchased by the Partnership: Vanguard S&P 500 ETF (VOO)

If the General Partner executes this Subscription Agreement and the preceding line is left blank, the
General Partner has accepted the Investor's subscription for an Interest in the Partnership in the amount
set forth on the Investor's signature page.

EXHIBIT A

Spousal Consent

I acknowledge that I am the spouse of the person listed above my name and that my spouse is a Limited Partner in Savvly Investment Fund 1, L.P. (the “Partnership”). I have read the Amended and Restated Agreement of Limited Partnership of the Partnership (as amended from time to time pursuant to its terms, the “Agreement”). I am aware that my spouse has agreed in the Agreement to subject the interest in the Partnership to certain restrictions on transfer, repurchase options and forfeiture provisions in certain events, including our community or marital property interest therein, if any, (the “Interest”) to certain restrictions on transfer, options to purchase and forfeiture provisions in certain events.

I understand that nothing in this Spousal Consent is intended to create an independent right for me to acquire all or any portion of the Interest. Notwithstanding the foregoing, I hereby acknowledge and agree to the applicability of the provisions of the Agreement to the Interest, and agree that any interest in the Interest that I may acquire, whether through community or marital property rights or otherwise, is and will be fully subject to the provisions of the Agreement. I also understand and agree that (i) in certain circumstances set forth more fully in the Agreement, the Interest is subject to sale to third-parties without my consent and (ii) the Agreement may be amended from time to time pursuant to its terms without my consent, even if such an amendment may be adverse to my spouse’s or my rights or obligations thereunder.

If I acquire an interest in the Partnership as a Limited Partner as a result of any proposed settlement or separation agreement with my spouse or former spouse, I hereby grant an irrevocable power of attorney (which is coupled with an interest) to my spouse to vote or to give or withhold such approval on all Partnership matters as my spouse shall himself or herself vote or approve with respect to such matter and without the necessity of the taking of any action by my spouse or former spouse. Such power of attorney shall not be affected by my subsequent disability or incapacity.

I have been given the opportunity to review this Spousal Consent and to ask questions regarding its contents. I have been given the opportunity to consult with independent legal counsel of my own choosing regarding this Spousal Consent and confirm that either I have consulted with such counsel or I do not desire any such separate independent legal counsel and waive any rights I may have with respect thereto.

Date:

Spouse of: {{ firstname }} {{ lastname }}

Signature

{{ spouse_firstname }} {{ spouse_lastname }}
Print Name

EXHIBIT B

Form W-9: Request for Taxpayer Identification Number and Certification

[Form W-9 begins on following page]