

SUBSCRIPTION BOOKLET

Holiday Terrace, LP

A Missouri Limited Partnership

March 19, 2018

**NOTE: FOREIGN INVESTORS, OR NON-US PERSONS
(i.e., PERSONS WHO ARE NOT US CITIZENS, NOT US
RESIDENTS, OR NOT LIVING IN THE UNITED STATES), YOU
MUST COMPLETE A SUPPLEMENTAL SUBSCRIPTION
BOOKLET**

SUMMARY OF OFFERING

INVESTORS MUST FILL OUT THIS ENTIRE SUBSCRIPTION BOOKLET, AND RETURN THE ORIGINAL, COMPLETED BOOKLET TO HOLIDAY TERRACE GP, LLC TO BE USED ONLY IN CONJUNCTION WITH AN INVESTMENT IN LIMITED PARTNERSHIP INTERESTS OFFERED THROUGH THE PRIVATE PLACEMENT MEMORANDUM DATED MARCH 19, 2018.

CONFIDENTIAL

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I. Instructions to Subscribers

If you wish to acquire Limited Partnership Interests (Units) in Holiday Terrace, LP, a Missouri limited partnership (the Company), please read and follow these instructions. All potential Limited Partners must complete this Subscription Booklet along with indicated pages of the Limited Partnership Agreement, and submit them to the General Partner.

A. How to Complete this Subscription Booklet

1. *Subscription Agreement, Section II*

Please complete the Subscription Agreement by first carefully reading and completing this section where indicated. Note: If you have relied upon a Professional Advisor regarding the suitability of this investment, you must have your Professional Advisor complete Sections II (D) and II (E). Then, please sign and date the Subscription Agreement where indicated.

2. *Offeree Questionnaire, Section III*

You must complete the Offeree Questionnaire in full unless you have previously supplied or made such information available to the Company in writing, or if there has been a material change in the information since last submitted. You may write "none" or "N/A" for any question which can be most accurately answered in that fashion. If you have any questions concerning the information requested in this document, please contact the Company or you may wish to consult with your lawyer, accountant, or financial advisor. Then, please date and sign the Offeree Questionnaire (Section III (C)) where indicated.

3. *Bad Actor Questionnaire, Section IV*

You must complete the Bad Actor Questionnaire in full regardless of whether you have previously supplied or made such information available to the Company. Please answer the questions in this section, and sign and date where indicated. Please attach information for any Disqualifying Event, if required.

B. How to Subscribe to This Offering

When you have completed the Subscription Booklet and the required pages from the Limited Partnership Agreement, please contact the General Partner for wiring instructions. All investments must be made by wiring funds to the General Partner.

Prior to mailing your Subscription, please submit an electronic copy of the Subscription booklet to Derek Scruggs at dj@realbluespruce.com, then mail the original copy of this completed Subscription Booklet to the following address:

Holiday Terrace GP, LLC
c/o Derek Scruggs, Managing Member of
BlueSpruce Holdings, LLC
2255 Sheridan Blvd., Suite C-110
Edgewater, CO 80214
303-808-6614

A checklist of required documents is provided below:

- ☐ The original, completed Subscription Booklet.
- ☐ The original signature page and completed contact information sheet from the Limited Partnership Agreement.
- ☐ The completed Bad Actor Questionnaire, if applicable. (Please see Section IV.)
- ☐ A Community Property Waiver and Notary Acknowledgment form, if applicable.
- ☐ A check for the amount of your investment (\$1,000 for each Unit subscribed) payable to Holiday Terrace, LP.
- ☐ Please email notice of your payment to Derek Scruggs at dj@realbluespruce.com and include:
 - The amount of your Subscription, and
 - The date you mailed the above documents and your wire transfer transaction verification number.

Note: All capitalized terms in this Subscription Booklet have the same meaning as the same terms defined in Appendix D (Definitions) of the Limited Partnership Agreement.

II. Subscription Agreement

The undersigned hereby elects to purchase Limited Partnership Interests (Interests or Units) of Holiday Terrace, LP, a Missouri limited partnership (the Company).

A. Purchase of Interests

Subject to the terms and conditions hereof and the provisions of the Limited Partnership Agreement, the undersigned hereby irrevocably tenders an offer in the amount of \$_____, representing the total purchase price of _____ Interests (at \$1,000 per Interest) of the Company.

Note: The minimum investment is fifty (50) Units or Fifty Thousand Dollars (\$50,000).

I understand that my admission to the Company as a Limited Partner is contingent upon the acceptance in writing of my subscription by the Company. I understand that pending such acceptance, funds will be deposited in a bank account owned by the Company until used for the purposes described in the Memorandum, which shall not occur prior to the Breaking of Impounds, and that the General Partner will hold in trust any other documents I have furnished, including this Subscription Booklet.

Upon acceptance of your Subscription and Membership, the General Partner will send you a receipt from the Company showing the number of Units purchased and executed signature page from the Subscription Agreement to retain for your records.

B. Adoption of Limited Partnership Agreement

The undersigned hereby specifically accepts and adopts each and every provision of the Limited Partnership Agreement, and executes this Subscription Agreement as a counterpart signature page to that Limited Partnership Agreement.

C. Representations and Warranties

I meet one of the Suitability Standards described in Section 1 of the Private Placement Memorandum (please check the box next to the applicable standard shown in bold print below by which you believe you qualify):

1. *Suitability Standards*

☐

Accredited Investor. I am an Accredited Investor by virtue of the fact that I meet one of the following criteria:

- I am a natural person whose individual net worth or joint net worth with my spouse, at the time of the purchase of the Units, exceeds One Million Dollars (\$1,000,000), excluding consideration of equity in my primary residence and after having deducted any negative equity in my primary residence or any indebtedness that I have incurred on my primary residence within the sixty (60) days prior to subscribing to this Offering; or
- I am a natural person who had individual income in excess of Two Hundred Thousand Dollars (\$200,000) in each of the two (2) most recent years or joint income with my

spouse in excess of Three Hundred Thousand Dollars (\$300,000) in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

- We are a bank, insurance company, registered investment company, business development company, or small business investment company; or
- We are an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of Five Million Dollars (\$5,000,000); or
- We are a charitable organization, corporation, or partnership with assets exceeding Five Million Dollars (\$5,000,000); or
- I am a director, executive officer, or general partner of the company selling the securities; or
- We are a business in which all the equity owners are Accredited Investors; or
- We are a trust with assets in excess of Five Million Dollars (\$5,000,000) that was not formed to acquire these Units.

☐ **Sophisticated Investor:** I meet the definition of a “Sophisticated Investor” as defined by the SEC because I either:

- I have such knowledge and experience in financial matters that I am capable of evaluating the merits and risks of an investment in the Company, or
- My Professional Advisor has such knowledge and experience and has completed the Professional Advisor portion of the attached Offeree Questionnaire.

☐ **Non-U.S. Person:** I meet the definition of a “Non-U.S. Person” as defined by Rule 902 of Regulation S.

2. *Other Representations*

I further attest to my Suitability for this investment as follows:

- My overall commitment to investments that are not readily marketable is not disproportionate to my net worth and the investment in the Company will not cause such overall commitment to be excessive; and
- All information I have provided in response to questions contained within this Subscription Booklet is true and correct as of the date hereof.

3. *Risks*

I have evaluated the risks of investing in the Company and hereby attest that all of the following statements are true and correct:

- I understand that the Private Placement Memorandum is very important and I have read the entire document along with the entire Limited Partnership Agreement and this Subscription Agreement and confirm that all documents that I have requested to satisfy my own due diligence inquiry regarding the Property and the General Partner has been made available. I have been able to ask questions of the General Partner and have been supplied with such additional information concerning this investment requested; and
- I recognize that an investment in the Company involves substantial risks and I have taken full cognizance of and understand all risks related to the purchase of Units, including, but not limited to, those set forth in the section entitled "Risk Factors" in the offering materials. I am aware that this investment is highly speculative and I am capable of bearing the degree of economic risks and burdens of this investment, including, without limitation, the possibility of a complete loss of all contributed capital, and the lack of a public market to the extent it might not be possible to liquidate this investment; and
- The offer to sell Units was directly communicated to me in a manner such that I was able to ask questions and receive satisfactory answers concerning the terms and conditions of this transaction, and, at no time was I presented with or solicited for this investment by any promotional meeting, newspaper, magazine, radio or television advertisement or any other form of general advertising; and
- These Units are being acquired for my own account, or the account of the entity I represent, solely for investment, and are not being purchased with a view to or for the resale, distribution, division or fractionalization thereof; and
- These Units, or any interest therein, will not be resold, either to an assignee or to a transferee, unless the Units are subsequently registered under the Securities Act of 1933 and appropriate state securities laws, or unless, among other conditions set forth in the Limited Partnership Agreement, and (i) an exemption from registration is available, (ii) any such resale will not cause a termination of the Company for tax purposes, (iii) similar warranties as are set forth in this Agreement are obtained from any such assignee or transferee and (iv) the written approval of the Company (which may be withheld and/or may require a satisfactory legal opinion regarding the availability of such exemption) to any Substitute Membership is previously obtained; and
- I am able to bear the economic risk that any investment in the Company could become completely worthless.

4. *Considerations*

I am aware of all of the following:

- The Company has no financial or operating history;
- There are substantial restrictions on the transferability of the Units which may not be re-sold or transferred in any event for at least one year from the date of the initial sale and only then may be sold or transferred pursuant to the transfer requirements

described in the Limited Partnership Agreement; furthermore, the Units will not be, and Investors in the Company have no rights to require that the Units be registered under the Securities Act of 1933, or any other state or federal act, and any such registration is unlikely;

- Financial projections and forecasts, if any, in the materials provided by the General Partner are only management's estimates based on assumptions therein stated. There is no assurance or guarantee that any such projections and forecasts will be met;
- At any time, the amount of distributions or tax effects, that may be available as a result of investment in the Company, is not susceptible to absolute prediction, and different future occurrences, interpretations or new developments in rulings of the Internal Revenue Service, court decisions or legislative changes may have an adverse effect thereon;
- No federal or state agency has made any finding or determination as to the fairness for public investment, nor any recommendation nor endorsement, of the Units;
- I recognize that the Company will be subject to various conflicts of interest arising out of its relationship with the General Partner and Affiliates of the General Partner. I understand that the agreements and arrangements including those relating to compensation of the General Partner by the Company are not the result of arm's length negotiations. I understand the Company will not have independent administrative management and will rely upon the General Partner and Affiliates of the General Partner for management;
- I understand that the General Partner has retained legal counsel who has prepared the Limited Partnership Agreement and that such attorney solely represents the Company or the General Partner, and has not agreed to represent any of the Company Limited Partners. I have been advised to seek my own legal counsel. I have access to adequate legal counsel, and to the extent desired have received advice from my own independent legal counsel and have relied exclusively thereon;
- I understand that the General Partner may receive substantial compensation pursuant to the Limited Partnership Agreement. I have reviewed the interests and compensation to the General Partner and am satisfied that such is reasonable in connection with the Company and my purchase of interests therein; and
- I understand that the offering materials supersede any other facts or assumptions that may have been represented, guaranteed, or warranted to me by any person, expressly or by implication, in any way connected with or related to this Offering.

D. Professional Advisor(s) Relationship with Company

The following relationship exists between the Investor's Professional Advisor(s) named below and his/her or their affiliates and the Company and its Affiliates (if NONE, so indicate):

E. Professional Advisor(s) Name, Address and Telephone Number

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Signature: _____

F. Acceptance of Subscription

Execution of this Subscription Agreement and tender of the payment referenced in Section II (A) above shall constitute an irrevocable offer which the Company may accept or reject; and acceptance by the Company shall be indicated by its causing the undersigned to become a Limited Partner through execution of the Limited Partnership Agreement or amendment thereto, admitting the undersigned as a Limited Partner.

G. Purchaser(s) Name, Address, and Telephone Number

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone (____) _____ Business Phone (____) _____

Social Security No. _____ Taxpayer I.D. _____

Email: _____

Co-investor's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone (____) _____ Business Phone (____) _____

Social Security No. _____ Taxpayer I.D. _____

Email: _____

H. The Units subscribed hereby are being purchased as follows (Check One):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Company | <input type="checkbox"/> Pension or profit-sharing trust |
| <input type="checkbox"/> Joint tenants with right of survivorship | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Tenants in common | <input type="checkbox"/> Custodian under Uniform Gift to Minors Act |
| <input type="checkbox"/> Community property | <input type="checkbox"/> Employee Benefit Plan |
| <input type="checkbox"/> Separate Property | <input type="checkbox"/> Keogh Plan (HR 10 or 401(k) Plan) |
| <input type="checkbox"/> Custodians | <input type="checkbox"/> SEP Retirement Account |
| <input type="checkbox"/> Traditional Individual Retirement Account | |
| <input type="checkbox"/> Roth Individual Retirement Account | |
| <input type="checkbox"/> Other _____ | |

Name under which distribution checks should be written:

Note: If you are a resident of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin or Puerto Rico *and you are married but purchasing Units as your sole and separate property*, you must have your spouse complete the attached Community Property Waiver and the attached Notary Acknowledgment form and return it to the General Partner.

- ✓ If a company, please include a copy of the Limited Partnership Agreement or operating agreement and a partner certificate authorizing the investment.
- ✓ If a custodian, trustee or agent, please include a copy of the trust, agency or other agreement and an entity certificate authorizing the investment.
- ✓ If a corporation, please include a copy of the Articles of Incorporation and a certified corporate resolution or other document authorizing the investment.
- ✓ If a limited liability company, please include a copy of the Certificate of Formation or the Articles of Organization and a certificate of action of the manager(s) or other document authorizing the investment.

SUBSCRIBER SIGNATURE PAGES FOLLOW

I. Signature of Subscriber (Individual)

The undersigned herewith subscribes for the number of Investor Units set forth below. This Subscription Agreement and the representations, warranties, acknowledgments and covenants contained in this Subscription Agreement (i) shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the undersigned, and (ii) may not be cancelled, withdrawn, revoked, or terminated by the undersigned except as set forth herein. If there is more than one signatory hereto, the representations, warranties, acknowledgments and agreements of the undersigned are made jointly and severally.

Number of Investor Units subscribed for (minimum 50): _____

Price per Investor Unit: \$1,000

Total Cost of Investor Units Purchased (minimum \$50,000): _____

I hereby declare, by my signature below, under penalty of perjury under the laws of the State of Residence provided below that the foregoing is true and correct.

SUBSCRIBER:	SUBSCRIBER:
Printed Name:	Printed Name:
Signature:	Signature:
Address Line 1:	Address Line 1:
Address Line 2:	Address Line 2:
Phone:	Phone:
Email:	Email:
State of Residence:	State of Residence:
SSN:	SSN:
Date:	Date:

J. Signature of Subscriber (Entity)

The undersigned herewith subscribes for the number of Investor Units set forth below. This Subscription Agreement and the representations, warranties, acknowledgments and covenants contained in this Subscription Agreement (i) shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the undersigned, and (ii) may not be cancelled, withdrawn, revoked, or terminated by the undersigned except as set forth herein.

Number of Investor Units subscribed for (minimum 50): _____

Price per Investor Unit: \$1,000

Total Cost of Investor Units Purchased (minimum \$50,000): _____

I hereby declare, by my signature below, under penalty of perjury under the laws of the State of Organization provided below that the foregoing is true and correct.

SUBSCRIBER:
By:
Its:
Address Line 1:
Address Line 2:
Phone:
Email:
State of Organization:
Taxpayer ID No.:
Date:

III. Offeree Questionnaire

A. Instructions for Completing Questionnaire

This Questionnaire should be completed by each investor interested in purchasing Limited Partnership Interests (Units) offered by Holiday Terrace, LP (the Company), who has not previously supplied or made such information available to the Company in writing, or if there has been a material change in the information since last submitted. The purpose of this Questionnaire is to assure the Company that each investor will meet the standards established by the Securities Act of 1933 as amended (the Act), and/or the rules of all other applicable regulatory agencies in the States in which these interests are offered.

If the answer to any question is "None" or "Not Applicable," please state so. Your answers will, at all times, be kept strictly confidential. However, by signing this Questionnaire, you agree that the Company may present this Questionnaire to such government regulatory agencies, not including the Internal Revenue Service, as it deems appropriate if called upon to establish the availability under any law of an exemption from registration of the securities offered hereby.

Please complete, sign, date, and return one copy of this Questionnaire to the Company or its authorized representative.

PLEASE PRINT

Name _____

Address _____

Occupation _____

Business Address _____

B. Investor Questions

1) In the space below, please list the state(s) in which you have maintained your principal residence during the past two years and the dates during which you resided in each state.

2) Do you maintain a house or apartment in any other state? If yes, in which state(s)?

3) In which state, if any, do you pay state income taxes?

4) What is your present age?

Under 21 ☐; 21-30 ☐; 31-40 ☐; 41-50 ☐; 51-64 ☐; Over 64 ☐

NOTE: Questions 5, 6 and 7 are intended to determine whether or not you qualify as an Accredited Investor pursuant to SEC Regulation D under The Securities Act of 1933 and amendments thereto:

5) Is your net worth in excess of One Million Dollars (\$1,000,000)?

Yes ☐ No ☐

*For purposes of this question, you must exclude the value of your primary residence Note, however, that as of February 27, 2012, any loans against your personal residence taken out within the sixty (60) days prior to a subscription and any negative equity in your personal residence must be considered in your calculation of net worth.

6) Was your individual income during the past two years in excess of Two Hundred Thousand Dollars (\$200,000) or was your joint income with your spouse during the past two years in excess of Three Hundred Thousand Dollars (\$300,000) and do you have a reasonable expectation of reaching the same income level in the current year?

Yes ☐ No ☐

*Income may be calculated by starting with Adjusted Gross Income and adding the deductions taken for long-term capital gain, depletion, Company losses allocated to you and contributions to IRA and/or Keogh plans.

7) By what other definition of Accredited Investor will you wish to qualify? (See Section II (C) (1), bullets 1-8 of the Subscription Agreement).

8) Please briefly describe principal positions held during the last ten years or since graduation from college (whichever is less), which will demonstrate your related experience in financial and business matters:

9) Please describe the nature, if any, of your prior personal or business relationship with BlueSpuce Holdings, LLC, Stephen Gillis, Derek Scruggs, J. Roger Yates, Yates Group USA, LLC, Holiday Terrace GP, LLC, Holiday Terrace, LP, or any of their members, principals, officers, directors or Affiliates.

10) Investment experience:

a. Please indicate the frequency of your investment in non-marketable securities:

often ☐; occasionally ☐; seldom ☐; never ☐

b. Please indicate the frequency of your investment in limited liability companies or limited partnerships:

often ☐; more than once ☐; never ☐

c. Please indicate in the space provided below any additional information which you think may be helpful in enabling the Company to determine that your knowledge and experience in financial and business matters is sufficient to enable you to evaluate the merits and risks of this investment.

11) The following questions will determine where State Securities Notices must be filed:

- a) In which state does the Subscriber file state income tax returns or annual reports, if any?

- b) In what state was the Subscriber's entity formed (if applicable)?

C. Signature(s)

By signing below, I represent and warrant that the above information supplied by me is true and correct in all respects.

IN WITNESS WHEREOF, I have executed this Offeree Questionnaire this ____ day of _____, 20__.

(Signature of Offeree)

IV. Regulation D, Rule 506, Bad Actor Questionnaire

COMPLETE THIS FORM ONLY IF YOU ARE ACQUIRING 20% OR MORE OF THE INTERESTS IN THE COMPANY:

I _____ (insert name) hereby declare as follows:

1. I am a _____ (insert title) in the _____ (insert state of formation and entity type) known as _____ (insert Company Name).

2. I have carefully reviewed the list of events below:

☐ Yes

☐ No

3. Check “Yes” if any of the events are applicable to you, and check “No” if none of the events are applicable to you:

☐ Yes

☐ No

4. If you checked “Yes” to the immediately preceding question, please indicate which event is applicable to you and provide additional information in an attachment to this questionnaire.

Event	Check if applicable
Were you convicted, within ten years before today’s date, of any felony or misdemeanor: (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the United States Securities and Exchange Commission (“SEC”); or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities?	<input type="checkbox"/>
Are you subject to any order, judgment or decree of any court, entered within five What years before today’s date, that, as of today’s date, restrains or enjoins you from engaging or continuing to engage in any conduct or practice: (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the SEC; or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities?	<input type="checkbox"/>

<p>Are you subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that: (A) as of today's date, bars you from: (1) association with an entity regulated by such commission, authority, agency, or officer; (2) engaging in the business of securities, insurance or banking; or (3) engaging in savings association or credit union activities; or (B) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten years before such sale?</p>	<input type="checkbox"/>
<p>Are you subject to an order of the SEC entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 or section 203(e) or (f) of the Investment Advisers Act of 1940 that, as of today's date: (A) suspends or revokes your registration as a broker, dealer, municipal securities dealer or investment adviser; (B) places limitations on your activities, functions or operations; or (C) bars you from being associated with any entity or from participating in the offering of any penny stock?</p>	<input type="checkbox"/>
<p>Are you subject to any order of the SEC entered within five years before today's date that, as of today, orders you to cease and desist from committing or causing a violation or future violation of: (A) Any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act of 1933, section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 and section 206(1) of the Investment Advisers Act of 1940, or any other rule or regulation thereunder; or (B) section 5 of the Securities Act of 1933?</p>	<input type="checkbox"/>
<p>Are you suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?</p>	<input type="checkbox"/>
<p>Have you filed (as a registrant or issuer), or were or were named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five years before today's date, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, as of today's date, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?</p>	<input type="checkbox"/>

<p>Are you subject to a United States Postal Service false representation order entered within five years before today's date, or are, as of today's date, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?</p>	<div style="text-align: center; height: 100px;"> <input type="checkbox"/> </div>
--	--

If any of the above questions is answered affirmatively, a further review of the rules will be required to determine whether the exact nature of the event requires disclosure or is a disqualification with respect to Rule 506 Offerings.

I declare under penalty of perjury under the laws of the State of _____ that the foregoing is true and correct.

DATED: _____

Signature

Insert Name

V. Community Property Waiver

Note: For residents of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin or Puerto Rico. If you are married and purchasing Limited Partnership Interests as your sole and separate property, you must have your spouse complete this Community Property Waiver and the attached Notary Acknowledgment form and return it to the General Partner

WAIVER OF COMMUNITY PROPERTY BY SPOUSE

Name of Limited Partner: _____

(a) _____ [Name of spouse] agrees that all property of any nature or in any place, including but not limited to the earnings and income resulting from the personal services, skill, effort, and work belonging to, acquired by or coming to _____ [Name of Limited Partner] during the marriage; but only relating to any such earnings and income related to and derived from Holiday Terrace, LP; shall be the separate property of Limited Partner, and shall be subject to his/her disposition as separate property, in the same manner as if no marriage had been entered into.

(b) _____ [Name of spouse] acknowledges that, except for this Agreement, the earnings and income resulting from the personal services of _____ [Name of Limited Partner] during the marriage (again, only relating only to such earnings and income related to and derived from Holiday Terrace, LP) would otherwise be community property in which _____ [name of spouse] would have a one-half Interest, but that by this Agreement those earnings and income are made the separate property of _____ [Name of Limited Partner].

(c) _____ [Name of spouse] waives and releases any and all equitable or legal claims and rights, actual, inchoate, or contingent that he or she may acquire in the separate property of the other by reason of their marriage (again, only relating only to such earnings and income related to and derived from Holiday Terrace, LP), including but not limited to: (1) The right to a family allowance; (2) The right to a probate homestead; (3) The right to claims of dower, curtesy, or any statutory substitutes provided by the laws of the state in which the parties or either of them die, domiciled, or in which they own real property; (4) The right of election to take against the will of the other; (5) The right to a distributive share in the estate of the other should he or she die intestate; (6) The right to declare a homestead in the separate property of the other; and (7) The right to act as estate administrator of the other.

Dated: _____

[Signature of Spouse]

**COMMUNITY PROPERTY WAIVER
NOTARY ACKNOWLEDGMENT**

**ONLY COMPLETE IF SPOUSE IS PROVIDING A COMMUNITY PROPERTY
WAIVER**

State of _____

County of _____

On _____, before me, _____, a Notary Public in and
for said County and State, personally appeared [INSERT NAME]
_____, personally known to me (or proved on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed on the attached
instrument entitled "COMMUNITY PROPERTY WAIVER BY SPOUSE" dated [INSERT
DATE]_____ and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Signature

[Seal]

**HOLIDAY TERRACE, LP
ACCEPTANCE OF SUBSCRIPTION
RECEIPT AND ACKNOWLEDGMENT FOR LIMITED PARTNERSHIP INTERESTS**

**INSTRUCTIONS TO GENERAL PARTNER: RETURN A COPY OF THIS
COMPLETED PAGE TO INVESTOR ALONG WITH EXECUTED COPIES OF THE
SIGNATURE PAGE FROM THE OPERATING AGREEMENT AND THE
SUBSCRIPTION AGREEMENT.
INSTRUCTIONS TO LIMITED PARTNERS: KEEP THIS PAGE AS
A RECEIPT FOR YOUR INVESTMENT.**

DATE BOOKLET RECEIVED:		
NAME OF SUBSCRIBER:		
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ACCEPTANCE AND ACKNOWLEDGMENT OF SUBSCRIPTION:

ACCEPTANCE DATE: _____

By: Holiday Terrace, LP,
A Missouri limited partnership

By: Its General Partner, Holiday Terrace GP, LLC,
A Missouri limited liability company

**EACH PURCHASER REPRESENTS
THAT THE PURCHASER IS
PURCHASING FOR THE
PURCHASER'S OWN ACCOUNT (OR A
TRUST ACCOUNT IF THE
PURCHASER IS A TRUSTEE) AND
NOT WITH A VIEW TO SELL IN
CONNECTION WITH ANY
DISTRIBUTION OF THE SECURITY.**

By: Stephen Gillis, Manager
BlueSpruce Holdings, LLC
A Colorado limited liability company

By: J. Roger Yates, Managing Member
Yates Group USA, LLC
A Florida limited liability company