SUMMARY OF TERMS

DreamFunded SOASTA Fund 1 LLC

Asset

SOASTA, Inc.

DreamFunded SOASTA Fund 1 LLC (“the Fund”), is purchasing interests in Roth SOASTA 1, LLC. (“SOASTA"), formed by DreamFunded, Inc. (“the Placement Agent”) for the purpose of investing in SOASTA, Inc.

For example, if the Fund raises $100,000, and the Administrative Fee is 4.0%, then $4,000 will be deducted for the Administrative Fee and the remaining $96,000 will be invested in the ROTH LLC. An investor with a capital commitment of $1,000 in the Fund would be assessed a $40 Administrative Fee, with an effective investment in the ROTH LLC equal to $960.

The Administrative Fee is expected to cover all third-party, out-of-pocket administrative expenses of the Fund (e.g. organization, syndication, formation, operations, and liquidation). None of the Administrative Fee will be used to compensate DreamFunded. If the Administrative Fee is not sufficient to cover the expenses of the Fund, the Manager may offset proceeds from the sale of the securities by the Fund, recall distributions previously made to the Members, or bill Members for the additional expenses. If the Administrative Fee exceeds the actual administrative expenses of the Fund, such excess amount will be returned to the Members at liquidation.

After the Administrative Fee is deducted, the net proceeds will purchase Interests in the ROTH SOASTA LLC, purchased at $1.06 per Interest, of which $1.00 will purchase SOASTA Series A-1 stock, and $0.06 will cover the Placement Agent’s fee, as described in the ROTH LLC subscription documents. Roth Capital Partners, LLC will charge LLC members a 6% performance fee on the profits (if there are profits) at the time of a liquidity event.
DreamFunded Management, LLC. will 4% charge carry interest to the LLC members a performance fee or carry interest on the profits (if there are profits) at the time of a liquidity event.

DreamFunded

DreamFunded SOASTA Fund 1 LLC

SUBSCRIPTION PACKAGE

DREAMFUNDED SOASTA FUND 1, LLC
SUBSCRIPTION PACKAGE

This subscription package includes the following documents:

- **Summary of Key Investment Terms:** This document provides a brief overview of the legal terms and agreements involved with making an investment in DreamFunded SOASTA Fund 1, LLC.

- **Subscription Agreement:** This document is used to subscribe for a membership interest in DreamFunded SOASTA Fund 1, LLC. Please complete and execute this agreement in its entirety (including by checking the applicable boxes in sections 5, 6, 7 and 8 and by completing your Capital Commitment and identifying and contact information on the signature page).
- **Risk Factors:** This document is attached to the Subscription Agreement as Exhibit A and describes general risk factors involved with investing in early-stage privately held companies.

- **Tax Considerations:** This document is attached to the Subscription Agreement as Exhibit B and describes general United States federal tax considerations related to investing in private investment funds such as DreamFunded SOASTA Fund 1, LLC.

- **Operating Agreement:** This is the form of governing agreement of DreamFunded SOASTA Fund 1, LLC. Please execute this agreement.

To invest in DreamFunded SOASTA Fund 1, LLC, please complete, execute and deliver the Subscription Agreement and the Operating Agreement, as well as any applicable IRS Form W-8 or W-9. Documents must be submitted through the DreamFunded website or to the following address or e-mail address:

Dream Funded Management, LLC
Attn: Manny Fernandez
505 Montgomery Street, 11th Floor, Suite 1200
San Francisco, CA 94111
manny@dreamfunded.com

SUMMARY OF KEY INVESTMENT TERMS

*This Summary of Key Investment Terms (this "**Summary**") summarizes the principal terms of an investment in the Fund. This Summary is qualified in its entirety by reference to the Fund's Operating Agreement and the Subscription Agreement relating to the purchase of an Interest in the Fund, both of which should be carefully reviewed prior to making an investment decision.*

The Fund	DreamFunded SOASTA Fund 1, LLC, a Delaware limited liability company (the "**Fund**") is being formed to invest in Roth SOASTA 1, LLC.
Manager	Dream Funded Management, LLC, a Delaware limited liability company (the "**Manager**"), will be the manager of the Fund. The Manager will exclusively manage and control the affairs of the Fund, and will have the authority to act on behalf of the Fund and to bind the Fund in all matters. The principal of the Manager that will be primarily responsible for the Fund's investment activities is Manny Fernandez.
Fund Investors	Investors in the Fund ("**Members**") will consist of institutions, corporations and individuals who are "accredited investors" within the meaning of the Securities Act of 1933, as amended.
Closing; Fund Size	The Manager will hold the initial closing of the Fund (the "**Initial Closing**") upon receiving aggregate capital commitments of at least twenty five thousand dollars ($25,000.00). The Manager may hold one or more subsequent closings during the one-month period following the Initial Closing, but in no case will the Manager accept more than one Million Dollars ($1,000,000.00) in aggregate capital commitments to the Fund. Each Member that participates in a closing subsequent to the Initial Closing will be required to contribute its proportionate share of all prior capital drawdowns and, subject to the discretion of the Manager, pay a charge equivalent to interest thereon at the rate of 0.0% per annum accruing from the respective funding dates thereof to the funding date specified for the new Member.
Minimum Subscription	Unless the Manager otherwise consents, the minimum capital commitment for a Member will be $5,000. The Manager may reject the offer of a subscription for any reason.

Drawdowns	At the Initial Closing, Members will be required to contribute 100% of their capital commitments. Subsequently, commitments generally will be drawn down as necessary to fund investments and to meet Fund expenses. For contributions required other than in connection with a Member's admission to the Fund, a minimum of ten business days' notice (a "**Drawdown Notice**") will be given by the Manager.
Reinvestment	Proceeds from the sale or other disposition of portfolio company investments generally will not be subject to reinvestment.
Management Fee	During the term of the Fund, the Fund will pay the Manager an annual management fee (the "**Management Fee**") equal to 0.0% of the total capital committed to the Fund Partners. Such fee shall generally be payable quarterly in advance and pro-rated for partial quarterly periods.
Distributions	The Manager may distribution cash, securities or other Fund assets to the Members and the Manager (or its assignee) from time to time in its sole discretion, which distributions shall be apportioned between the Members and the Manager (or its assignee) as follows: (i) First, to the Members in proportion to their capital commitments until they have received aggregate distributions equal to their contributed capital; and (ii) Thereafter, 96% to the Members in proportion to their capital commitments and 4% to the Manager (or its assignee).
Tax Distributions	The Manager may determine in its discretion to cause the Fund to advance "tax distributions" to the Members who have been allocated taxable income amounts.

Expenses	Each Member will be solely responsible for its own legal and tax counsel expenses and any out-of-pocket expenses incurred in connection with its admission to, or the maintenance or transfer of its interest in, the Fund. The Fund shall bear all third party operating expenses incurred in connection with the organization, syndication, formation, management, operations, and liquidation of the Fund, including, but not limited to, all costs and expenses incurred in the holding, purchase, sale or exchange of securities (whether or not ultimately consummated), expenses associated with Fund communications with Members, all legal, accounting, tax, consulting and professional services fees and expenses (including tax preparation) relating to the Fund and its activities, consulting and advisor fees and expenses relating to investments or proposed investments, fees and expenses relating to finance and accounting services, audit and accounting fees, taxes applicable to the Fund on account of its operations, fees incurred in connection with the maintenance of bank or custodian accounts, the cost of liability and other premiums for insurance, and all fees, costs and expenses relating to litigation and threatened litigation involving the Fund, including the Fund's indemnification obligation pursuant to the Fund's Operating Agreement. If the expenses of the Fund (including, without limitation, any expenses related to indemnification obligations of the Fund or litigation or threatened litigation) exceed the cash expense reserves of the Fund (as reasonably determined by the Manager), the Manager or its affiliate may pay such expenses on behalf of the Fund and seek reimbursement from the Fund, and the Manager shall be permitted to (i) offset distributions (including in kind distributions) to be made to the Members on a pro rata basis and recover any such unreimbursed expenses, (ii) sell securities held by the Fund and apply the proceeds towards the payment of such expenses, or (iii) recall prior distributions from the Fund to the Members in an amount equal to the amount of the shortfall required to permit the Fund to satisfy such obligation, *pro rata* in reverse order of prior distributions made by the Fund to the Members.
Transfers	All proposed transfers of Members' interests in the Fund will be subject to the consent of the Manager, which consent may be granted or withheld in the sole discretion of the Manager.

Conflicts; Other Activities	The Manager may organize or be associated with other investment funds with objectives similar to those of the Fund with no duty to account to the Fund or the Members and without regard to whether the interests of such investment funds conflict with those of the Fund. The Manager shall not be obligated to disclose or refer to the Fund any particular investment opportunity, whether or not such opportunity is of a character which could be undertaken by the Fund. The Fund may own investments in companies in which the Manager or an affiliate owns an interest, and under the terms of the Fund's Operating Agreement the Members will be required to waive any conflicts of interest that may exist by virtue thereof.
Indemnity and Exculpation	Except in certain limited cases, the Manager and certain of its affiliates and agents will not be liable for any act or omission concerning the Fund and will be indemnified from any expense, damage or injury suffered or sustained by reason of their potential or actual involvement in the affairs of the Fund, including as an officer or director of a company in which the Fund makes an investment.
Amendment	In general, the Fund's Operating Agreement may only be amended by the Manager and a majority of the Members (except for provisions that by their terms require a greater vote or consent).

DREAMFUNDED SOASTA FUND 1, LLC

SUBSCRIPTION AGREEMENT

THE OFFERING OF SECURITIES DESCRIBED IN THIS SUBSCRIPTION AGREEMENT HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER ANY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION. THIS OFFERING IS MADE PURSUANT TO RULE 506 OF REGULATION D UNDER SECTION 4(2) OF THE SECURITIES ACT, WHICH EXEMPTS FROM SUCH REGISTRATION TRANSACTIONS NOT INVOLVING A PUBLIC OFFERING. FOR THIS REASON, THE SECURITIES DESCRIBED IN THIS SUBSCRIPTION AGREEMENT WILL BE SOLD ONLY TO INVESTORS WHO MEET CERTAIN MINIMUM SUITABILITY QUALIFICATIONS DESCRIBED HEREIN.

AN INVESTOR SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE FUND FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE MEMBERSHIP INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION, AND, THEREFORE, CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THERE IS NO OBLIGATION OF THE ISSUER TO REGISTER THE SECURITIES DESCRIBED HEREIN UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION. TRANSFER OF THE SECURITIES DESCRIBED HEREIN IS ALSO RESTRICTED BY THE TERMS OF THE OPERATING AGREEMENT RELATING THERETO, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE THEREWITH.

PROSPECTIVE FOREIGN INVESTORS SHOULD CONSULT WITH THEIR OWN COUNSEL REGARDING WHETHER OR NOT TO INVEST IN THE FUND. IT IS THE RESPONSIBILITY OF ANY PERSON OR ENTITY WISHING TO PURCHASE AN INTEREST TO SATISFY HIMSELF, HERSELF OR ITSELF AS TO THE FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE OF THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

DREAMFUNDED SOASTA FUND 1, LLC

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "**Agreement**") is entered into by and among Dream Funded Management, LLC (the "**Manager**") and the subscriber identified on the signature page hereto (the "**Subscriber**") in connection with the Subscriber's purchase of a limited liability company membership interest (the "**Interest**") in DreamFunded SOASTA Fund 1, LLC, a Delaware limited liability company (the "**Fund**") and admission of the Subscriber as a Member thereof pursuant to the Operating Agreement of the Fund (the "**Operating Agreement**"). Capitalized terms used herein have the meanings indicated in Section 22 hereof.

1. **Contribution.** The Subscriber shall contribute capital to the Fund (or its designee) in cash from time to time as required to be made pursuant to the Operating Agreement, in an aggregate amount not to exceed the Subscriber's Capital Commitment set forth on the signature page hereto (except as otherwise provided in the Operating Agreement). The Manager may reject all or any portion of proposed Capital Commitment by the Subscriber and a Capital Commitment shall be deemed accepted only upon written confirmation by the Manager. All payments of the Subscriber's Capital Commitment shall be made by wire transfer or other form of electronic payment pursuant to instructions provided by the Manager prior to the due date of such payments.

2. **Adoption.** The Subscriber hereby agrees to be bound by all the terms and provisions of the Operating Agreement and to perform all obligations imposed upon a Member with respect to the Interest.

3. **Acceptance of Participation; Delivery of Operating Agreement.** The Subscriber understands and agrees that this subscription is made subject to the following terms and conditions:

   (a) The Manager shall have the right to review the suitability of any person desiring to purchase an Interest and, in connection with such review, to waive such suitability standards as to such person as the Manager deems appropriate under applicable law;

   (b) The Manager shall have the right, in its sole discretion, to reject this subscription, in whole or in part, and the subscription shall be deemed to be accepted only when the Subscriber has been admitted to the Fund as a Member;

   (c) The Manager shall have no obligation to accept subscriptions in the order received;

   (d) The Subscriber hereby requests and authorizes the Manager to enter the Subscriber's name in the books and records of the Fund as a holder of the Interest;

   (e) The Interest to be created on account of this subscription shall be created only in the name of the Subscriber, and the Subscriber agrees to comply with the terms of the Operating Agreement and to execute any and all further documents necessary in connection with becoming a Member of the Fund; and

   (f) The Subscriber hereby undertakes in respect of the Interest that the Subscriber shall comply with the restrictions on transfer of the Interest contained in the Operating Agreement.

4. **Conditions to Closing.** The Fund's obligations to close is subject to the fulfillment, prior to or at the time of closing, of each of the following conditions:

   (a) The representations and warranties of the Subscriber contained in this Agreement shall be true and correct at the time of closing; and

   (b) All proceedings in connection with the transactions contemplated hereby and all documents and instruments incident to such transactions shall be satisfactory in substance and form to the Manager, the Fund and Royse Law Firm, PC ("**Fund Counsel**"), and the Manager, the Fund or Fund Counsel shall have received all such counterpart originals or certified or other copies of such documents as the Manager may request.

5. **Investor Type**. The Subscriber represents and warrants that the Subscriber is, and will hold the Interest as, one of the following [***Please select the applicable option***]:

   ☐ Natural person

   ☐ C corporation

   ☐ S corporation

   ☐ Disregarded entity **

   ☐ Irrevocable trust ***

   ☐ Revocable trust ***

   ☐ General partnership

   ☐ Limited partnership

   ☐ Tax-exempt organization

   ☐ Limited liability company

   ☐ Estate

   ☐ Other entity

   ** If the Subscriber is a disregarded entity, then the Subscriber must submit such documentation (e.g., Form W-9) that permits the Fund to reliably associate the entity's owners' indirect share of the Fund's income with such owners.

   *** If the Subscriber is a grantor trust, then the Subscriber must submit such documentation (e.g., Form W-9) that permits the Fund to reliably associate each grantor's

or other owner's indirect share of the Fund's income with such grantor or other person.

6. **Investment Company Representation**. The Subscriber hereby represents and warrants that the Subscriber is correctly and in all respects described by the category set forth below next to which the Subscriber has checked the applicable box [***Please select the applicable option and complete any additional requested information***]:

   ☐ The Subscriber is not an "*investment company*" under the United States Investment Company Act of 1940, as amended (the "**Companies Act**") nor does the Subscriber rely upon the exclusions from the definition of "*investment company*" provided for in Section 3(c)(1) or 3(c)(7) of the Companies Act.

   ☐ The Subscriber is an "*investment company*" under the Companies Act.

   ☐ The Subscriber relies on either Section 3(c)(1) of the Companies Act or Section 3(c)(7) of the Companies Act to be excepted from the definition of "*investment company*" as defined in Section 3(a) of the Companies Act. If this option applies, please specify the number of beneficial owners of the outstanding securities (other than short-term paper) of the Subscriber and any existing or prospective Members of the Fund that control, are controlled by, or are under common control with the Subscriber (such other Members referred to as "**Affiliated Subscribers**"):_____

7. **Accredited Investor Representation**. The Subscriber hereby represents and warrants that the Subscriber is an "*accredited investor*" within the meaning of Rule 501 under the United States Securities Act of 1933, as amended (the "**Securities Act**") and that the Subscriber is correctly and in all respects described by the category or categories set forth below directly next to which the Subscriber has checked the applicable box [***Please select the applicable option(s)***]:

   ☐ The Subscriber is a natural person whose net worth[1], either individually or on a joint basis with the Subscriber's spouse, exceeds $1,000,000.

   ☐ The Subscriber is a natural person who has had individual income in excess of $200,000 for each of the two most recent years or joint income with the Subscriber'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.

   ☐ The Subscriber is an irrevocable trust with total assets in excess of $5,000,000 whose

[1] The meaning of "net worth" (for purposes of determining whether a Subscriber is an "*accredited investor*") means the excess of total assets at fair market value over total liabilities. For purposes of this calculation, (a) the amount of the Subscriber's total assets shall exclude the fair market value of the Subscriber's primary residence, and (b) the amount of the Subscriber's total liabilities shall include the amount of the Subscriber's mortgage and other indebtedness that is secured by the Subscriber's primary residence which (i) exceeds the fair market value of the Subscriber's primary residence at the time of the Subscriber's admission to the Fund, or (ii) has been incurred by the Subscriber within the 60 day period prior to the Subscriber's admission to the Fund and remains outstanding on the date of the Subscriber's admission to the Fund (unless such indebtedness was incurred as a result of the acquisition of the Subscriber's primary residence). If, at the time of the Subscriber's admission to the Fund, the Subscriber has mortgage and other indebtedness that is described in both of subclauses (i) and (ii) above, then both amounts of indebtedness shall be included in the calculation of the Subscriber's total liabilities.

purchase of the Interest is directed by a person with such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment in the Interest.

☐ The Subscriber is a corporation, partnership, limited liability company or business trust, not formed for the purpose of acquiring the Interest, or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law) (the "**Code**"), in each case with total assets in excess of $5,000,000.

☐ The Subscriber is a bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or a fiduciary capacity.

☐ The Subscriber is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

☐ The Subscriber is an insurance company as defined in Section 2(13) of the Securities Act.

☐ The Subscriber is an investment company registered under the Companies Act or a business development company as defined in Section 2(a)(48) of the Companies Act.

☐ The Subscriber is a small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

☐ The Subscriber is a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees with total assets in excess of $5,000,000.

☐ The Subscriber is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended (the "**Advisers Act**").

☐ The Subscriber is an employee benefit plan within the meaning of Title I of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), for which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, for which investment decisions are made solely by persons that are "*accredited investors*" within the meaning of Rule 501 under the Securities Act.

☐ The Subscriber is an entity in which all of the equity owners, or a living trust or other revocable trust in which all of the grantors and trustees, are "*accredited investors*" within the meaning of Rule 501 under the Securities Act.

8. **ERISA and DOL Representation**. The Subscriber understands that the Fund, Fund Counsel and the Manager are relying upon the Subscriber's responses within this Section 8 in determining fiduciary responsibilities under ERISA and related rules and regulations. The Subscriber hereby represents and warrants that the Subscriber is correctly and in all respects described by the category set forth below next to which the Subscriber has checked the applicable box [***Please select the applicable option***]:

☐ The Subscriber is an "*employee benefit plan*," as defined in Section 3(3) of ERISA, that is subject to the provisions of Part 4 of Title I of ERISA.

☐ The Subscriber is a "*plan*" as defined in Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code (including, by way of example only, an individual retirement account).

☐ The Subscriber is an entity that is deemed to be a "*benefit plan investor*" under the U.S. Department of Labor final plan assets regulation, 29 C.F.R. §2510.3-101, as amended (the "**DOL Regulation**") and as modified by Section 3(42) of ERISA, because its underlying assets include "*plan assets*" by reason of a plan's investment in the entity (including, by way of example only, a partnership or other entity: (A) in which twenty-five percent (25%) or more of each class of equity interests is owned by one or more "*employee benefit plans*" or "*plans*" described above or by one or more other entities described above in this Section 8, applying for this purpose the proportional ownership rule set forth in the final sentence of Section 3(42) of ERISA, and (B) that does not qualify as a "*venture capital operating company*" or "*real estate operating company*" under the DOL Regulation).

☐ The Subscriber is not an "*employee benefit plan*," "*plan*" or "*benefit plan investor*" described in the foregoing provisions of this Section 8.

9. **Subscriber's Representations.** In connection with the Subscriber's purchase of the Interest, the Subscriber makes the following representations and warranties on which the Manager, the Fund and Fund Counsel are entitled to rely:

(a) The Subscriber has received, read and understands the Operating Agreement and this Agreement (including, but not limited to, the Risk Factors discussed in Exhibit A attached hereto and the Tax Considerations discussed in Exhibit B attached hereto). No representations or warranties have been made to the Subscriber by the Fund, the Manager or any agent of said persons, other than as set forth in the Operating Agreement and this Agreement.

(b) The Subscriber is acquiring the Interest solely for the Subscriber's own account and not directly or indirectly for the account of any other person whatsoever (or, if the Subscriber is acquiring the Interest as a trustee, solely for the account of the trust or trust account named herein) for investment and not with a view to, or for sale in connection with, any distribution of the Interest. The Subscriber does not have any contract, undertaking or arrangement with any person to sell, transfer or grant the Interest.

(c) The Subscriber has such knowledge and experience in financial and business matters that

the Subscriber is capable of evaluating the merits and risks of the investment evidenced by the Subscriber's purchase of the Interest, and the Subscriber is able to bear the economic risk of such investment including the risk of complete loss.

(d) The Subscriber has had access to such information concerning the Fund as the Subscriber deems necessary to enable the Subscriber to make an informed decision concerning the purchase of the Interest. The Subscriber has had the opportunity to ask questions and receive answers satisfactory to the Subscriber concerning the offering of Interests in the Fund and the Fund generally. The Subscriber has obtained all additional information requested by the Subscriber to verify the accuracy of all information furnished in connection with the offering of Interests in the Fund.

(e) The Subscriber understands that the Interest has not been registered under the Securities Act or any securities law of any state of the United States or any other jurisdiction, in each case in reliance on an exemption for private offerings, and the Subscriber acknowledges that the Subscriber is purchasing the Interest without being furnished any offering literature or prospectus other than the Operating Agreement and this Agreement.

(f) The Subscriber understands that the Fund has not been registered under the Companies Act. In addition, the Subscriber understands that the Manager is not registered as an investment adviser under the Advisers Act.

(g) The Subscriber is aware that (i) the Subscriber must bear the economic risk of investment in the Interest for an indefinite period of time, possibly until final winding up of the Fund, (ii) because the Interest has not been registered under the Securities Act, there is currently no public market therefor, (iii) the Subscriber may not be able to avail itself of the provisions of Rule 144 of the Securities Act with respect to the Interest, and (iv) the Interest cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available. The Subscriber understands that the Fund is under no obligation, and does not intend, to affect any such registration at any time. The Subscriber also understands that sales or transfers of the Interest are further restricted by the provisions of the Operating Agreement and, as applicable, securities laws of other jurisdictions and the states of the United States.

(h) The Subscriber acknowledges that the Subscriber is purchasing the Interest without being furnished any offering literature or prospectus other than the Operating Agreement and this Agreement (including, but not limited to, the Risk Factors discussed in Exhibit A attached hereto which only describe general risks). The Subscriber did not rely on any information whatsoever, except for this Agreement and the Operating Agreement, to make such decision and such materials were not accompanied by any advertisement, including, without limitation, in printed public media, radio, television or telecommunications, including electronic display and the internet, or part of a general solicitation. Certain information contained on the website of the Manager or its affiliates has been obtained from sources prepared by other parties. While such sources are believed to be reliable, neither the Fund nor the Manager nor their respective affiliates assume any responsibility for the accuracy and completeness of such information.

(i) The Interest will not be transferred or disposed of except in accordance with the terms of this Agreement and the Operating Agreement and will not be sold or transferred without

registration under the Securities Act, or pursuant to an applicable exemption therefrom.

(j) The Subscriber's full legal name, true and correct address, phone number, fax number, electronic mail address, and other identifying or contact information are provided on the signature page hereto.

(k) The execution and delivery of the Operating Agreement and this Agreement, the consummation of the transactions contemplated thereby and hereby and the performance of the obligations thereunder and hereunder will not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which the Subscriber is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation, applicable to the Subscriber. If the Subscriber is organized, has its principal place of business, or resides outside of the United States, the Subscriber confirms that the consummation of the transactions contemplated by the Operating Agreement and this Agreement and the performance of the obligations thereunder and hereunder will not violate any foreign law and that such transactions and performance are lawful in the Subscriber's country of organization, principal place of business or residence.

(l) No suit, action, claim, investigation or other proceeding is pending or, to the best of the Subscriber's knowledge, is threatened against the Subscriber that questions the validity of the Operating Agreement or this Agreement or any action taken or to be taken pursuant to the Operating Agreement or this Agreement.

(m) The Subscriber has full power and authority to make the representations referred to in this Agreement, to purchase the Interest pursuant to this Agreement and the Operating Agreement and to execute and deliver the Operating Agreement and this Agreement. The Operating Agreement and this Agreement create valid and binding obligations of the Subscriber and are enforceable against the Subscriber in accordance with their terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting creditors' rights, and subject to general equity principles and to limitations on availability of equitable relief, including specific performance.

(n) The Subscriber acknowledges that the Subscriber understands the meaning and legal consequences of the representations and warranties made by the Subscriber herein. Such representations and warranties are complete and accurate, shall be complete and accurate at the time of the Fund's closing and may be relied upon by the Fund, the Manager and Fund Counsel. Such representations and warranties shall survive delivery of this Agreement and the Operating Agreement. If in any respect such information shall not be complete and accurate prior to the time of closing, the Subscriber shall give immediate notice of such incomplete or inaccurate information to the Manager, specifying which representations or warranties are not complete and accurate and the reasons therefor.

(o) The Subscriber hereby agrees to indemnify and hold harmless the Fund, Fund Counsel, the Manager and each member, manager, shareholder, director, officer, employee, or advisor thereof (each, an "**Indemnified Party**") from and against any and all loss, damage or liability due to or arising out of any inaccuracy or breach of any representation or warranty of the Subscriber or failure of the Subscriber to comply with any covenant or

agreement set forth herein or in any other document furnished to any Indemnified Party specifically supplementing the information in this Agreement by the Subscriber in connection with the subscription for an Interest. The Subscriber shall reimburse each Indemnified Party for its legal and other expenses (including the cost of any investigation and preparation) as they are incurred in connection with any such claim, action, proceeding or investigation. The reimbursement and indemnification obligations of the Subscriber under this Section 9(o) shall survive any closing of the Fund applicable to the Subscriber (or, if this Agreement is terminated pursuant to Section 3(b) above, such termination) and shall be in addition to any liability which the Subscriber may otherwise have (including, without limitation, liabilities under the Operating Agreement), and shall be binding and inure to the benefit of any successors, assigns, heirs, estates, executors, administrators and personal representatives of the Indemnified Parties.

(p) The Subscriber confirms that the Subscriber has been advised to consult with the Subscriber's attorney regarding legal matters concerning the Fund and to consult with independent tax advisers regarding the tax consequences of investing in the Fund. The Subscriber acknowledges that the Subscriber understands that any anticipated United States federal or state income tax benefits may not be available and, further, may be adversely affected through adoption of new laws or regulations or amendments to existing laws or regulations. The Subscriber acknowledges and agrees that the Fund is providing no warranty or assurance regarding the ultimate availability of any tax benefits to the Subscriber by reason of the Subscriber's investment in the Fund.

(q) The Subscriber understands that information relating to the Subscriber may appear on the financial statements and other records of the Fund. The Subscriber acknowledges and agrees that other Members may receive such information as permitted by the Operating Agreement or as required by applicable laws and may share such information with their advisors and other parties.

(r) The Subscriber understands and agrees that the Manager may cause the Fund to make an election under Section 754 of Code or an election to be treated as an "electing investment partnership" for purposes of Section 743 of the Code. If the Fund elects to be treated as an electing investment partnership, the Subscriber shall cooperate with the Fund and the Manager to maintain that status and shall not take any action that would be inconsistent with such election. Upon request, the Subscriber shall provide the Manager with any information necessary to allow the Fund to comply with its obligations to make tax basis adjustments under Sections 734 or 743 of the Code and its obligations as an electing investment partnership.

(s) The Subscriber has carefully reviewed and understands the various risks of an investment in the Fund, as well as the fees and conflicts of interest to which the Fund is subject, as set forth in the Operating Agreement and this Agreement (including, but not limited to, the Risk Factors discussed in Exhibit A attached hereto). The Subscriber hereby consents and agrees to the payment of the fees so described to the parties identified as the recipients thereof, if any, and to such conflicts of interest.

(t) Neither the Subscriber nor any Significant Owner (defined below) has been subject to any Disqualifying Event (defined below) under Rule 506(d) of the Securities Act. Neither the Subscriber nor any Significant Owner is subject to any proceeding or event

that could result in any Disqualifying Event. To the best of the Subscriber's knowledge, neither the Subscriber nor any Significant Owner is currently the subject of any threatened or pending investigation, proceeding, action or other event that, if adversely determined, would give rise to any Disqualifying Event.

A "**Significant Owner**" is any direct or indirect owner of the Subscriber that would own twenty percent (20%) or more of the Fund's Interests if such owner were a direct member in the Fund. By way of example only, if the Subscriber owns 40% of the Fund's Interests, the Subscriber would have a Significant Owner if one of the Subscriber's beneficial owners owns 50% or more of the outstanding equity of the Subscriber.

A person has been subject to a "**Disqualifying Event**" under Regulation D Rule 506(d) if the person:

(i) Has been convicted within ten years of the date hereof of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the U.S. Securities and Exchange Commission (the "**SEC**") or (iii) 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;

(ii) Is subject to any order, judgment or decree of any court of competent jurisdiction entered within five years of the date hereof that presently restrains or enjoins the person from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC or (iii) 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;

(iii) Is 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 (i) as of the date hereof, bars the person from (A) association with an entity regulated by such commission, authority, agency or officer, (B) engaging in the business of securities, insurance or banking or (C) engaging in savings association or credit union activities or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years of the date hereof;

(iv) Is subject to any order of the SEC pursuant to Section 15(b) or Section 15B(c) of the Exchange Act or Section 203(e) or Section 203(f) of the Advisers Act that as of the date hereof (i) suspends or revokes the person's registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on the activities, functions or operations of the person or (iii) bars the person from being associated with any entity or from participating in the offering of any penny stock;

(v) Is subject to any order of the SEC entered within five years of the date hereof that presently orders the person to cease and desist from committing or causing a violation or future violation of (i) any scienter based anti-fraud provision of the federal securities laws or (ii) Section 5 of the Securities Act;

(vi) Is, as of the date hereof, 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;

(vii) Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five years of the date hereof, was the subject of a refusal order, stop order or order suspending the Regulation A exemption, or is presently the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or

(viii) Is subject to a United States Postal Service false representation order entered within five years of the date hereof or is presently 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.

(u) The Subscriber will immediately notify the Manager in writing if the Subscriber or a Significant Owner becomes subject to a Disqualifying Event at any date after the date hereof. In the event the Subscriber or a Significant Owner becomes subject to a Disqualifying Event at any date after the date hereof, the Subscriber agrees and covenants to use its best efforts to coordinate with the Manager (i) to provide documentation as reasonably requested by the Manager related to any such Disqualifying Event and (ii) to implement a remedy to address the Subscriber's changed circumstances such that the changed circumstances will not affect in any way the Fund's or its affiliates' ongoing and/or future reliance on the Rule 506 exemption under Regulation D of the Securities Act. The Subscriber acknowledges that, at the discretion of the Manager, such remedies may include, without limitation, the waiver of all or a portion of the Subscriber's voting power in the Fund, the Subscriber's removal from the Fund, and/or the Subscriber's withdrawal from the Fund through the transfer or sale of its Interest in the Fund. The Subscriber also acknowledges that the Manager may periodically request assurance that each of the Subscriber and each Significant Owner has not become subject to a Disqualifying Event at any date after the date hereof, and the Subscriber further acknowledges and agrees that the Manager shall understand and deem the failure by the Subscriber to respond in writing to such requests to be an affirmation and restatement of the representations, warranties and covenants in this Section 9(u) and Section 9(t).

(v) If the Subscriber is not a natural person, the Subscriber represents and warrants as follows:

(i) The Subscriber was not organized for the purpose of acquiring the Interest.

(ii) To the best of the Subscriber's knowledge, the Subscriber does not control, nor is it controlled by, or under common control with, any other Member of the Fund.

(iii) The Subscriber has made investments prior to the date hereof or intends to make investments in the near future and each beneficial owner of interests in the Subscriber has and will share in the same proportion of each such investment.

(iv) The Subscriber's investment in the Fund will not constitute more than forty percent (40%) of the Subscriber's assets (including for this purpose any committed capital for a Subscriber that is an investment fund).

(v) The governing documents of the Subscriber require that each beneficial owner of the Subscriber, including, but not limited to, shareholders, partners and beneficiaries, participate through such beneficial owner's interest in the Subscriber in all of the Subscriber's investments and that the profits and losses from each such investment are shared among such beneficial owners in the same proportions as all other investments of the Subscriber. No such beneficial owner may vary such beneficial owner's share of the profits and losses or the amount of such beneficial owner's contribution for any investment made by the Subscriber.

(vi) Neither the Subscriber nor any Affiliated Subscriber has been structured or operated for the purpose of circumventing the registration requirements of the Companies Act.

10. Anti-Money Laundering Regulations. The Manager's and the Fund's intent is to comply with all applicable federal, state and local laws designed to combat money laundering and similar illegal activities, including the provisions of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("**PATRIOT Act**"). The Subscriber hereby represents, covenants, and agrees that, to the best of the Subscriber's knowledge based on reasonable investigation:

(a) None of the Subscriber's capital contributions to the Fund (whether payable in cash or otherwise) shall be derived from money laundering or similar activities deemed illegal under federal laws and regulations.

(b) To the extent within the Subscriber's control, none of the Subscriber's capital contributions to the Fund will cause the Fund or any of its personnel to be in violation of federal anti-money laundering laws, including without limitation the Bank Secrecy Act (31 U.S.C. 5311 et seq.), the United States Money Laundering Control Act of 1986 or the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, and any regulations promulgated thereunder.

(c) When requested by the Manager, the Subscriber will provide any and all additional information, and the Subscriber understands and agrees that the Manager may release confidential information about the Subscriber and, if applicable, any underlying beneficial owner or Related Person to U.S. regulators and law enforcement authorities, deemed reasonably necessary to ensure compliance with all applicable laws and regulations concerning money laundering and similar activities.

(d) Neither the Subscriber nor any person or entity controlled by, controlling or under common control with the Subscriber, any of the Subscriber's beneficial owners, any person for whom the Subscriber is acting as agent or nominee in connection with this investment nor, if the Subscriber is an entity, any Related Person is:

(i) a Prohibited Investor;

(ii) a Senior Foreign Political Figure, any member of a Senior Foreign Political Figure's "*immediate family*," which includes the figure's parents, siblings, spouse, children and in-laws, or any Close Associate of a Senior Foreign Political Figure, or a person or entity resident in, or organized or chartered under, the laws of a Non-Cooperative Jurisdiction;

(iii) a person or entity resident in, or organized or chartered under, the laws of a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the PATRIOT Act as warranting special measures due to money laundering concerns; or

(iv) a person or entity who gives the Subscriber reason to believe that its funds originate from, or will be or have been routed through, an account maintained at a Foreign Shell Bank, an "*offshore bank*," or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction.

(e) The Subscriber hereby agrees to immediately notify the Manager if the Subscriber knows or has reason to suspect that any of the representations in this Section 10 have become incorrect or if there is any change in the information affecting these representations and covenants.

(f) The Subscriber agrees that, if at any time it is discovered that any of the foregoing anti-money laundering representations are incorrect, or if otherwise required by applicable laws or regulations, the Manager may undertake appropriate actions, and the Subscriber agrees to cooperate with such actions, to ensure compliance with such laws or regulations, including, but not limited to segregation and/or redemption of the Subscriber's Interest in the Fund or the freezing of the Subscriber's account.

11. Withholding. The Manager is required to withhold a certain portion of the taxable income and gain allocated or distributed to the Subscriber unless the Subscriber provides documentation confirming that the Subscriber is not subject to withholding, or is subject to a reduced rate of withholding. The Subscriber should consult with a tax advisor concerning the application of the U.S. withholding rules to the Subscriber.

12. Power of Attorney. By signing this Agreement, the Subscriber constitutes and appoints the Manager as its agent, true and lawful representative and attorney-in-fact, in its name, place, and stead to make, execute, sign, acknowledge, deliver or file (i) the Fund's Certificate of Formation and any other instruments, deeds, documents and certificates which may from time to time be required by any law to effectuate, implement and continue the valid and subsisting existence of the Fund, (ii) the Operating Agreement, (iii) all instruments, deeds, documents and certificates that may be required to effectuate the dissolution and termination of the Fund in accordance with

the provisions hereof and the Act, (iv) all instruments, deeds, documents, or certificates that may from time to time be required of the Fund by the laws of the United States of America or any other jurisdiction in which the Fund shall conduct its affairs in order to qualify or otherwise enable the Fund to conduct its affairs in such jurisdictions, (v) all amendments of the Operating Agreement contemplated by the Operating Agreement including, without limitation, amendments reflecting the addition or substitution of any Member, or any action of the Members duly taken pursuant to the Operating Agreement whether or not such Member voted in favor of or otherwise approved such action, and (vi) any other instrument, certificate, document, accession agreement or deed of adherence required from time to time to admit a Member, to effect the substitution of a Member, to effect the substitution of a Member's assignee as a Member, to effect a Transfer pursuant to the Operating Agreement or to reflect any action of the Members provided for in the Operating Agreement. The foregoing grant of authority (i) is irrevocable, coupled with an interest in favor of the Manager and deemed to be given to secure the performance of the Subscriber's obligations under this Agreement and the Operating Agreement and shall survive the death or disability of the Subscriber if the Subscriber is a natural person or the merger, dissolution or other termination of the existence of the Subscriber if the Subscriber is a corporation, association, partnership, limited liability company, trust, organization or other entity, and (ii) shall survive the assignment by the Subscriber of the whole or any portion of its Interest, except that where the assignee of the whole thereof has furnished a power of attorney, this power of attorney shall survive such assignment for the sole purpose of enabling the Manager to execute, acknowledge and file any instrument necessary to effect any permitted substitution of the assignee for the assignor as a Member and shall thereafter terminate. Notwithstanding the foregoing, this power of attorney and the power of attorney referenced in the Operating Agreement granted by the Subscriber shall expire immediately on the dissolution of the Fund. The Subscriber is aware that the Manager and each Member will rely on the effectiveness of such powers in concluding that the Subscriber is bound by, and subject to the Operating Agreement. The Subscriber agrees to execute such other documents as the Manager may reasonably request in order to affect the intention and purposes of the power of attorney contemplated by this Section 12.

13. **Survival of Agreements, Representations and Warranties.** All agreements, representations and warranties contained herein or made in writing by or on behalf of the Subscriber, the Fund or the Manager in connection with the transactions contemplated by this Agreement shall survive the execution of this Agreement and the Operating Agreement, any investigation at any time made by the Subscriber, the Fund or the Manager or on behalf of any of them and the sale and purchase of the Subscriber's Interest and payment therefor and the dissolution and termination of the Fund.

14. **Legends.** The Subscriber consents to the placement of the legends contained on page 1 of this Agreement and any other legend required by or reasonably advisable under applicable law, as determined by the Manager, the Fund or Fund Counsel.

15. **Counterparts, Execution and Delivery.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or other reproduction of this Agreement may be executed by the Subscriber and/or the Manager, and an executed copy of this Agreement may be delivered by the Subscriber and/or the Manager by facsimile or similar electronic transmission device pursuant to which the signature or signatures and questionnaire responses can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At

the request of any party hereto, the Subscriber and the Manager agree to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

16. **Amendments.** This Agreement may be changed, waived, discharged or terminated only with the written consent of the Subscriber and the Manager.

17. **Assignment.** This Agreement is not transferable or assignable by the Subscriber.

18. **Arbitration.** The Subscriber hereby acknowledges and agrees that any claim, dispute or controversy of whatever nature arising out of or relating to this Agreement shall be resolved by final and binding arbitration in accordance with the terms of the Operating Agreement.

19. **Privacy.** The Subscriber acknowledges and agrees that the Manager and/or the Fund may disclose nonpublic personal information of the Subscriber to other members of the Fund, the Portfolio Companies (including prior to the Manager's acceptance of this Agreement), as well as to the Manager's and/or the Fund's accountants, attorneys and other service providers as necessary to effect, administer and enforce the Manager's, the Fund's and the Members' rights and obligations.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware in all respects as such laws are applied to agreements among Delaware residents entered into and performed entirely within Delaware, without giving effect to conflict of law principles thereof.

21. **Consent to Electronic Delivery**. The Subscriber hereby agrees that the Manager and the Fund may deliver any or all notices, financial statements, tax reports, valuations, reports, reviews, analyses or other materials, and all other documents, information and communications concerning the affairs of the Fund and its investments, including, without limitation, information about the Portfolio Companies, required or permitted to be provided to the Subscriber under the Operating Agreement or hereunder by means of facsimile or electronic mail (to the facsimile number or e-mail address set forth in the signature page below, or other number or address as provided in writing by the Subscriber to the Manager), or by posting on an electronic message board or by other means of electronic communication.

22. **Definitions**. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Operating Agreement. Capitalized terms used herein and defined elsewhere herein have the meanings so given. The following capitalized terms used herein have the following meanings:

    (a) "**Close Associate of a Senior Foreign Political Figure**" shall mean a person who is widely and publicly known internationally to maintain an unusually close relationship with the Senior Foreign Political Figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the Senior Foreign Political Figure.

    (b) "**Foreign Shell Bank**" shall mean a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate.

    (c) "**Foreign Bank**" shall mean an organization that (i) is organized under the laws of a

foreign country, (ii) engages in the business of banking, (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations, (iv) receives deposits to a substantial extent in the regular course of its business, and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank.

(d) "**Non-Cooperative Jurisdiction**" shall mean any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Task Force on Money Laundering, of which the U.S. is a member and with which designation the U.S. representative to the group or organization continues to concur.

(e) "**Physical Presence**" shall mean a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank (i) employs one or more individuals on a full-time basis, (ii) maintains operating records related to its banking activities, and (iii) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities.

(f) "**Prohibited Investor**" shall mean a person or entity whose name appears on (i) the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control; (ii) other lists of prohibited persons and entities as may be mandated by applicable law or regulation; or (iii) such other lists of prohibited persons and entities as may be provided to the Fund in connection therewith.

(g) "**Regulated Affiliate**" shall mean a Foreign Shell Bank that is an affiliate of a depository institution, credit union or Foreign Bank that maintains a Physical Presence in the U.S. or a foreign country regulating such affiliated depository institution, credit union or Foreign Bank.

(h) "**Related Person**" shall mean, with respect to any entity, any interest holder, director, senior officer, trustee, beneficiary or grantor of such entity; provided that in the case of an entity that is a publicly traded company or a tax qualified pension or retirement plan in which at least 100 employees participate that is maintained by an employer that is organized in the U.S. or is a U.S. government entity, the term "Related Person" shall exclude any interest holder holding less than 5% of any class of securities of such publicly traded company and beneficiaries of such plan.

(i) "**Senior Foreign Political Figure**" shall mean a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a Senior Foreign Political Figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Foreign Political Figure.

(j) "**United States person**" shall mean an individual who is a citizen of the United States or a resident alien for U.S. federal income tax purposes; a corporation, an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United

States or any state or political subdivision thereof or therein (including the District of Columbia); an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or a trust if (i) a court within the United States is able to exercise primary supervision over its administration and one or more United States persons have the authority to control all of its substantial decisions or (ii) such trust was in existence on August 20, 1996 and was treated as a domestic trust on August 19, 1996 and such trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person.

IRS CIRCULAR 230 DISCLOSURE: TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230 YOU ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF UNITED STATES FEDERAL TAX ISSUES IN THIS AGREEMENT IS NOT INTENDED OR WRITTEN BY US TO BE RELIED UPON, AND CANNOT BE RELIED UPON BY YOU, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON YOU UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) YOU SHOULD SEEK ADVICE BASED ON YOUR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement as of the dates written below.

SUBSCRIBER _____
(Print full legal name)

By: _____

Name: _____

Title: _____

SUBSCRIBER INFORMATION

Capital Commitment: _____

Mailing Address: _____

_____

_____

Telephone: _____

Fax: _____

E-mail: _____

MANAGER ACCEPTANCE

Dream Funded Management, LLC hereby accepts the foregoing subscription on the terms set forth herein and in the Operating Agreement, and by such acceptance admits the Subscriber as a Member.

Dated: _____

Dream Funded Management, LLC

By:_____

Name:

Title:

EXHIBIT A

RISK FACTORS

EXHIBIT B

TAX CONSIDERATIONS

RISK FACTORS

Prospective investors should be aware that an investment in the Fund involves a high degree of risk. There can be no assurance that an investor will receive any return of its invested capital. In addition, there will be occasions when the Manager and its affiliates may encounter potential conflicts of interest in connection with the Fund. The following considerations, among others, should be carefully evaluated before making an investment in the Fund.

Risk Inherent in Emerging Growth Company Investments. The investments intended to be made by the Fund involve a high degree of risk. In general, financial and operating risks confronting both early- and developmental-stage companies, as well as more mature expansion-stage companies, are significant. Many emerging growth companies go out of businesses every year. It is difficult to know how companies will grow, if at all, or what changes may occur in the market. While potential returns should reflect the perceived level of risk in any investment situation, there can be no assurance that the Fund will be adequately compensated for risks taken. A loss of a Subscriber's entire investment is possible and no profit may be realized.

Early-stage and development-stage companies often experience unexpected problems in the areas of product development, manufacturing, marketing, financing and general management, which, in some cases, cannot be adequately solved. In addition, such companies may require substantial amounts of financing which may not be available through institutional private placements or the public markets. In addition, the markets that such companies target are highly competitive and in many cases the competition consists of larger companies with access to greater resources. The percentage of companies that survive and prosper is small.

Investments in more mature companies in the expansion or profitable stage involve substantial risks. Such companies typically have obtained capital in the form of debt and/or equity to expand rapidly, reorganize operations, acquire other businesses, or develop new products and markets. These activities by definition involve a significant amount of change in a company and could give rise to significant problems in sales, manufacturing, and general management of these activities.

Lack of Company Information. The information made available to the Fund regarding the Portfolio Companies the Fund will invest in is often very limited. As the Portfolio Companies are privately held, they are not subject to the same disclosure and reporting obligations of publicly traded companies. The Fund may not be provided with financial, operational, or other information that may be important in making an investment decision. In many cases, a Portfolio Company's valuation at the time of the Fund's investment and/or the Fund's ownership percentage in such Portfolio Company will not be known and such ownership percentage can be reduced significantly for a number of reasons.

Lack of Information for Monitoring and Valuing the Fund's Assets. The Manager may only be able to obtain limited information about a Portfolio Company and, in some cases, may not be able to obtain information beyond the information that is publicly available. Each Portfolio Company will determine the best way to keep the investment community updated on the progress of its business so the Manager may not be aware of material adverse changes that have occurred with respect to certain of the Fund's investments. The value of the Fund's investment in a Portfolio Company could be significantly negatively affected by any such event. Further, the Manager may have to make valuation determinations without the benefit of an adequate amount of relevant

information. Prospective investors in the Fund should be aware that as a result of these difficulties, as well as other uncertainties, any valuation made by the Manager may not represent the fair market value of the securities acquired by the Fund.

Investments in Companies Dependent Upon New Technological Development and Market Adoption. The value of the Fund's interests may be susceptible to greater risk than an investment in an investment fund that invests in a broader range of securities. The specific risks faced by Portfolio Companies in which the Fund may invest includes, but is certainly not limited to:

- rapidly changing science, business models and technologies;
- new competing products or services and improvements in existing products or services which may quickly render existing products or technologies obsolete;
- exposure, in certain circumstances, to a high degree of government regulation, making these companies susceptible to changes in government policy and failures to secure, or unanticipated delays in securing, regulatory approvals;
- scarcity of management, technical, scientific, research and marketing personnel with appropriate training;
- the possibility of lawsuits related to patents and intellectual property; and
- rapidly changing investor sentiments and preferences with regard to technology sector investments (which are generally perceived as risky).

No Assurance of Returns. The Fund will typically be an equity investor in the Portfolio Companies. Investors in the Fund will generally not receive any returns on investment unless and until a Portfolio Company distributes money. A private company typically distributes money when it is sold to another company or a new set of investors, when it pays a dividend, or when it is listed on a stock exchange or other public trading platform. A Portfolio Company may take a long time to, or may never, achieve one of these events. As such, there can be no assurance that investors in the Fund will receive any returns from the Fund. The timing of profit realization, if any, is highly uncertain.

Economic and Market Conditions. The success of any investment activity is determined to some degree by general economic conditions. Economic markets today are in a period of unprecedented stress. The availability, unavailability, or hindered operation of external credit markets, equity markets and other economic systems which the Fund may depend upon to achieve its objectives may have a significant negative impact on the Fund's operations and profitability. The stability and sustainability of growth in global economies may be impacted by terrorism or acts of war. There can be no assurance that such markets and economic systems will be available or will be available as anticipated or needed for the Fund to operate successfully. Changing economic conditions could potentially adversely impact the valuation of portfolio holdings.

Minority Investments. The Fund's investments may represent minority stakes in privately held companies. As is the case with minority holdings in general, such minority stakes that the Fund may hold will have neither the control characteristics of majority stakes nor the valuation premiums

accorded majority or controlling stakes. The Fund may also invest in companies for which the Fund has no right to appoint a director or otherwise exert significant influence. In such cases, the Fund will be reliant on the existing management and board of directors of such companies, which may include representatives of other financial investors with whom the Fund is not affiliated and whose interests may conflict with the interests of the Fund.

Reliance of the Manager. The Manager will have sole discretion over the investment of the capital contributed to the Fund as well as the ultimate realization of any profits. Investors in the Fund will not receive the detailed financial information issued by Portfolio Companies that will be available to the Manager and the Fund. Accordingly, investors in the Fund will not have the opportunity to evaluate the relevant economic, financial and other information that will be used by the Manager in its selection of investments. As such, the pool of capital in the Fund represents a blind pool of capital. The Subscriber will be relying on the Manager to identify, structure, and implement investments consistent with the Fund's investment objectives and policies and to conduct the business of the Fund as contemplated by the Operating Agreement. Any prior experience that the Manager may have was obtained under different market conditions and with different technologies at the forefront of development. There can be no assurance that the Manager will successfully manage the Fund.

Competitive Marketplace. The marketplace for venture capital investing has become increasingly competitive. There can be no assurances that the Manager will locate an adequate number of attractive investment opportunities. To the extent that the Fund encounters competition for investments, returns to the Fund's investors may vary.

No Assurance of Additional Capital for Investments. After the Fund has invested in a Portfolio Company, continued development and marketing of products may require that additional financing be provided to that Portfolio Company. A Portfolio Company may have substantial capital needs that are typically funded over several stages of investment. No assurance can be made that such additional financing will be available and no assurance can be made as to the terms upon which such financing may be obtained. Alternatively, the Fund, either directly or through one of its portfolio companies, may elect to sell developed or undeveloped technologies to existing companies. No assurance can be made that buyers for such technologies can be located or that the terms of any such sales will be advantageous.

No Reserves for Follow-On Investments. The Fund itself is not reserving capital for follow-on investments in the Portfolio Companies and may therefore itself be unable to take advantage of attractive follow-on or other investment opportunities or to protect its existing investments from dilutive or other punitive terms associated with "pay-to-play" or similar provisions. However, the Manager may make such opportunities available to Fund investors and other parties through additional follow-on or other funds.

Repayment of Distributions. In the event that the Fund is unable otherwise to meet its obligations, the Members may be required to repay to the Fund or to pay to creditors of the Fund distributions previously received by them.

Performance of Other Funds. The performance of other investment funds sponsored by the Manager or its affiliates is not necessarily indicative of the Fund's results. There can be no assurance that positive returns will be achieved. Loss of principal is possible on any given investment.

Bridge Financing. The Fund may lend to Portfolio Companies on a short-term, unsecured basis in anticipation of a future issuance of equity or long-term debt. Such bridge loans would typically be convertible into a more permanent, long-term security; however, for reasons not always in the Fund's control, such long-term securities may not issue and such bridge loans may remain outstanding. In such event, the interest rate on such loans may not adequately reflect the risk associated with the unsecured position taken by the Fund.

Limitations on Ability to Exit Investments. The Manager expects to exit from its investments in two principal ways: (i) private sales (including acquisitions of its portfolio companies) and (ii) initial and secondary public offerings. At any particular time, one or both of these avenues may not be open to the Fund, or timing with respect to these exit mechanisms may be inopportune. As such, the ability to exit from and liquidate portfolio holdings may be constrained at any particular time.

Contingent Liabilities on Disposition of Investments. In connection with the disposition of an investment in a Portfolio Company, the Fund may be required to make representations about the business and financial affairs of such Portfolio Company typical of those made in connection with the sale of a business. The Fund may be required to indemnify the purchasers of such investment to the extent that any such representations are inaccurate. These arrangements may result in the incurrence of contingent liabilities for which the Manager may establish reserves and escrows. In that regard, distributions may be delayed or withheld until such reserve is no longer needed or the escrow period expires.

Absence of Liquidity and Public Markets. The Fund's investments will be private, illiquid holdings. As such, there will be no public markets for the securities held by the Fund and no readily available liquidity mechanism at any particular time for any of the investments held by the Fund. The Manager expects that most, if not all, of its investments in private companies will be subject to transfer restrictions that will prohibit or restrict their transferability to secondary buyers while such companies remain private. In addition, the realization of value from any investments will not be possible or known with any certainty until the Manager elects, in its sole discretion, to sell the Fund's investments and subsequently distribute the proceeds to its investors or to distribute securities to investors in lieu of cash.

No Market; Illiquidity of Fund Interests. An investment in the Fund will be illiquid and involves a high degree of risk. There is no public market for membership interests in the Fund, and it is not expected that a public market will develop. Consequently, Fund investors will bear the economic risks of their investment for the term of the Fund. Prospective Fund investors will be required to represent and agree that they are purchasing the membership interests for their own account for investment only and not with a view to the resale or distribution thereof.

Certain Limitations on Ability of Members to Transfer Their Fund Interests. The transferability of interests in the Fund will be restricted by the Operating Agreement and by United States federal and state securities laws. In general, Members will not be able to sell or transfer their Fund interests to third parties without the consent of the Manager.

Legal and Regulatory Risks. The Fund is not and does not expect to be registered as an "investment company" under the United States Investment Company Act of 1940, as amended (the "**Companies Act**"), pursuant to an exemption set forth in Sections 3(c)(1) and/or 3(c)(7) of the Companies Act. There is no assurance that such exemptions will continue to be available to the

Fund. Due to the burdens of compliance with the Companies Act, the performance of the Fund's investment portfolio could be materially adversely affected, and risks involved in financing portfolio companies could substantially increase, if the Fund becomes subject to registration under the Companies Act. Neither the Fund nor its counsel can assure investors that, under certain conditions, changed circumstances, or changes in the law, the Fund may not become subject to the Companies Act or other burdensome regulation. In addition, neither the Manager nor its affiliates are registered as an "investment adviser" under the United States Investment Advisers Act of 1940, as amended (the "**Advisers Act**"). It remains unclear if rules promulgated by the Securities Exchange Commission (the "**SEC**") under the Dodd–Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") will require the Manager (or an affiliate of the Manager) to register under the Advisers Act. If the Manager (or an affiliate of the Manager) registers as an investment adviser, at such time, a copy of Part 2 of its SEC Form ADV, which constitutes its regulatory disclosure brochure, will be made available as required. In such event, the Manager (or an affiliate of the Manager) would become subject to additional regulatory and compliance requirements associated with the Dodd-Frank Act. Any such additional requirements, or any different requirements, may be costly and/or burdensome to such party or parties and could result in the imposition of restrictions and limitations on the operations of the Fund and/or the disclosure of information to regulatory authorities regarding the operations of the Fund. In addition, the Fund does not plan to register the offering of the Interests to the Members under the United States Securities Act of 1933, as amended (the "**Securities Act**"). As a result, Members will not be afforded the protections of the Securities Act with respect to their investment in the Fund.

Conflicts of Interest. Instances may arise where the interest of the Manager (or its shareholders, members, officers, directors, or employees) may potentially or actually conflict with the interests of the Fund and the Members. For example, conflicts of interest may arise as a result of the Manager's (or its shareholders, members, officers, directors, or employees) having investments in Portfolio Companies and the Fund as well as other investments both public and private. In addition, the Manager has or intends to form other investment funds to co-invest in some or all of the Fund opportunities, invest in opportunities the Fund has declined to participate in or otherwise make investments. The Manager may offer the pro rata participation rights of the Fund in the securities of the Portfolio Companies to other investment entities for consideration which will not be paid to the investors in the Fund. An inherent conflict of interest exists as a result of the allocation of investment opportunities by the Manager to the Fund and such other investment funds. By subscribing for an Interest in the Fund, the Subscriber understands, consents and agrees to such conflicts of interest.

Lack of Member Control. The Manager has complete discretion in managing the Fund's investments. The Members will not make decisions with respect to the management, disposition or other realization of any investment made by the Fund, or other decisions regarding the Fund's business and affairs.

The foregoing risks are not a complete explanation of all the risks involved in acquiring an interest in the Fund. Potential investors are urged to read this entire Agreement and the Operating Agreement and consult with their legal, tax and other professional advisors before making a determination whether to invest in the Fund.

TAX CONSIDERATIONS

The following discussion summarizes certain United States federal tax considerations generally applicable to persons considering an investment in the Fund. The discussion does not address all tax considerations that may be relevant to specific investors or classes of investors in light of their particular circumstances. In particular, the discussion does not address any considerations applicable to persons that acquire membership interests in connection with the performance of services. Furthermore, no other state, local or foreign tax considerations are addressed. All persons considering an investment in the Fund are urged to consult with their own tax advisors as to the specific United States federal, local and foreign tax consequences of such an investment.

In General. Except where specifically addressing considerations applicable to tax-exempt or foreign investors, the discussion assumes that a Member is a United States citizen or resident individual, a domestic corporation that is not tax-exempt, or a foreign person whose Interest is used or held for use in the conduct of a United States trade or business. The discussion is based upon existing law as contained in United States federal statutes, regulations, administrative rulings and judicial decisions on the date of this disclosure. Future changes to the law may, on either a prospective or retroactive basis, give rise to materially different tax considerations. Finally, no rulings have been or will be requested from the United States federal tax authorities as to any matter and there can be no assurance that such authorities will not successfully assert a position contrary to one or more of the legal conclusions discussed herein.

Effect of Partnership Status. The Fund will be treated as a partnership, and not as an association taxable as a corporation, for United States federal income tax purposes. As such, the Fund will not be subject to federal income tax. Instead, each Member will be required to report on such Member's federal income tax return its allocated share of the Fund's items of income, gain, loss and deduction substantially as if such Member had recognized the items directly. Accordingly, a Member generally will be required to pay tax on its share of the Fund's net income or gain (and, in the case of capital gain, will be entitled to the benefits of reduced capital gain rates) in the year recognized without regard to whether the Fund makes a corresponding cash distribution. Except as described in the following paragraph, distributions (as opposed to allocations of taxable income or gain) received by a Member from the Fund generally will not be subject to tax, but a Member selling appreciated securities distributed to it by the Company generally will be required to include in income for federal income tax purposes all of the appreciation in the value of such securities, including any such appreciation that accrued while the securities were held by the Fund.

It is expected that the Fund will qualify as an "investment partnership" within the meaning of Section 731(c) of the United States Internal Revenue Code of 1986, as amended (the "**Code**"). If the Fund does not so qualify, a Member that receives a distribution of marketable securities from the Fund may be required to recognize taxable gain to the extent that the fair market value of the distributed securities exceeds the Member's tax basis in its Interest.

As the tax matters partner of the Fund, the Manager will have the right to control any audit or investigation of the Fund by the Internal Revenue Service and all subsequent administrative and judicial proceedings arising out of such audit. The Manager will also have the authority under the Fund's Operating Agreement to make, or decline to make, all applicable tax elections on behalf of the Fund.

Trade or Business Status. The Fund generally intends to take the position for federal income tax purposes that its operations and activities constitute an investment activity rather than the active conduct of a trade or business. One consequence of this position is that noncapitalized investment expenses incurred by the Fund in carrying on its activities generally will be treated by Members who are individuals as "miscellaneous itemized deductions" and may not be available (or may be only partially available) to offset such Members' taxable income from the Fund or other sources.

Passive Activity Loss Rules. A Member that is subject to the "passive activity loss rules" of the Code generally will not be permitted to offset against the Member's share of the Fund's income and gain any losses or other deductions generated by the Member's investments in "passive activities" (until the Member's interests in such passive activities are disposed of). The activity of "trading personal property for the account of owners of interests in the activity" does not give rise to passive activity income or loss. Accordingly, a Member's ability to reduce its income for federal income tax purposes by the Member's share of the Fund's losses and deductions attributable to purchases and sales of Portfolio Company securities generally should not be limited by the passive activity loss rules (although such losses and deductions may be subject to other limitations, including restrictions on the use of miscellaneous itemized deductions and capital losses).

Transfer of an Interest in the Fund. The sale or exchange of a Member's Interest by a Member generally would result in the recognition of capital gain or loss equal to the difference between the Member's tax basis in the Interest and the amount of consideration received, although a portion of such gain or loss may be recharacterized as ordinary income or loss to the extent attributable to the Member's indirect share of certain Fund assets (including, without limitation, market discount bonds, short-term debt obligations, and stock in certain foreign corporations) described in Section 751(c) of the Code.

50 Percent Capital Gain Exclusion for Qualified Small Business Investments. In general, noncorporate investors that, directly or via a pass-through entity such as the Fund, hold qualified "small business stock" for more than 5 years are permitted to exclude from taxable income 50 percent of any gain subsequently recognized upon a sale or exchange of such stock (60 percent for qualified business entity stock). For each noncorporate investor, the amount of gain eligible for the 50 percent exclusion generally is limited to the greater of: (i) 10 times the investor's basis in the stock issued by such corporation and disposed of by such taxpayer during the taxable year or (ii) an aggregate of $10 million ($5,000,000 for married taxpayers filing separately) with regard to stock in the issuing corporation. The remaining 50 percent of any qualifying gain is subject to tax at a rate of 28 percent, resulting in an effective tax rate of 14 percent on the entire gain. Seven percent of the 50 percent exclusion is treated as a preference item (and thus added back to the 28% tax bracket) for

federal alternative minimum tax purposes. Accordingly, subject to the limitations described above, the total amount of qualified gain recognized by an individual who is subject to alternative minimum tax would be taxable at an effective maximum rate of 14.98 percent, which is less than the current maximum tax rate on long term capital gains of 23.8 percent.

To be treated as small business stock eligible for the 50 percent exclusion, stock must have been acquired at original issue from a qualified small business corporation. In general, a qualified small business corporation is a domestic "C" corporation that, at all times on and after August 10, 1993 and before the stock in question is issued and immediately after issuing the stock in question, has $50 million or less in gross assets and satisfies certain other requirements. Because several of these requirements must continue to be satisfied after the issuance of qualified stock, it is possible that the stock may cease to qualify as small business stock due to events occurring after the issue date. Accordingly, there can be no assurance that any stock acquired directly or indirectly by the Fund would qualify for the 50 percent exclusion, even if such stock qualifies as small business stock at the time of issuance.

Rollover for Qualified Small Business Stock. Under Section 1045 of the Code, if a noncorporate taxpayer (i) realizes gain on a sale of qualified small business stock (as defined above) that has been held by the taxpayer for more than six months, and (ii) within 60 days after such sale, purchases new qualified small business stock, the taxpayer generally is required to recognize (and pay tax on) such gain only to the extent that the net sale proceeds from the original stock exceed the cost of the newly purchased stock. Any remaining gain is carried over to the newly purchased stock and may be recognized (and taxable) upon a subsequent disposition of such stock. Section 1045 generally operates on a flow-through basis with respect to purchases and sales of qualified small business stock by entities treated as partnerships for federal income tax purposes such as the Fund. Thus, noncorporate Members may be entitled to Section 1045 rollover benefits when the Fund sells and purchases securities. Nevertheless, stock may cease to qualify as qualified small business stock due to circumstances beyond the control of the Fund. Accordingly, there can be no assurance that any noncorporate Member would be entitled to the benefits of Section 1045 with respect to any specific purchases and sales of stock by the Fund.

Tax-Exempt Investors. It is anticipated that the Fund's income will consist principally, if not exclusively, of dividends and interest as well as gains from the disposition of capital assets or other property not held for sale in the ordinary course of business. However, the Manager will be under no obligation to avoid causing the Fund to recognize income or gains that qualify as "unrelated business taxable income" ("**UBTI**") within the meaning of Sections 511–514 of the Code.

Foreign Investors. For purposes of the remainder of this discussion, the term "**Foreign Investor**" generally refers to a person, not otherwise carrying on a trade or business in the United States, that is a nonresident alien individual, a corporation or partnership organized under the laws of a foreign country, a trust or estate not subject to United States taxation on its worldwide income, or an entity that is disregarded for purposes of U.S. tax law and owned by a foreign person. As discussed above under the section titled "Trade or Business Status," the Fund generally intends to take the position for federal income tax purposes that it is not engaged in the conduct of a trade or

business. If this position is upheld, Foreign Investors generally will not, solely as a result of investment in the Fund, be: (i) considered to be engaged in a United States trade or business, (ii) required to file United States federal income tax returns, or (iii) subject to United States federal income tax on gain from the sale of capital assets held by them directly or through their interests in the Fund. However, the Fund would be required to withhold tax at a 30 percent rate from the gross amount of United States source income allocated to a Foreign Investor to the extent such income consists of dividends or certain types of interest or other passive income. A Foreign Investor that is eligible for a reduced rate of United States taxation pursuant to a tax treaty may obtain a refund from the Internal Revenue Service with respect to its share of any tax withheld.

Notwithstanding the foregoing, a Foreign Investor's share of the net gain recognized upon disposition by the Fund of a United States real property interest would be treated for federal income tax purposes as if it were effectively connected with a United States trade or business. For this purpose, the term "United States real property interest" generally would include any interest in real property located in the United States. These provisions have a "look-through" rule that encompasses the stock of companies in which at least half of the fair market value of their trade or business at any point during the preceding 5 years comprises United States real property assets.[1] In general, if Foreign Investors were deemed to dispose of a United States real property interest under any of these rules, then the Fund would be required to withhold tax at the highest marginal income tax rate from allocations to such Foreign Investors of such net gain and each Foreign Investor would be required to report its share of such gain on a United States federal income tax return. While the Fund currently does not intend to acquire or dispose of assets that qualify as United States real property interests, there can be no assurance that Portfolio Company securities will not so qualify.

If the Fund were determined to be engaged in a trade or business, Foreign Investors generally would be: (i) considered to be engaged in the conduct of a trade or business in the United States, (ii) required to file United States federal income tax returns and pay United States federal income tax and (iii) subject to United States federal income tax withholding with respect to that portion of their shares of the Fund's net income which is considered to be effectively connected with such trade or business. In addition, Foreign Investors that are corporations may be subject to a 30 percent tax on their "dividend equivalent amount" for purposes of the United States branch profits tax, subject to possible reduction pursuant to an international bilateral income tax treaty. Finally, Foreign Investors could be subject to United States federal income tax with respect to any gain recognized upon a sale or exchange of their Interests in the Fund, depending on the assets the Fund holds at such time and the type of sale. Foreign Investors may apply withheld taxes against the tax liability shown on their federal income tax returns and refunds may be obtained from the Internal Revenue Service for any excess tax withheld.

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[1] Classes of publicly traded stock (i.e., any class of stock that is regularly traded on an established securities market) are only subject to this rule in the case of a foreign person who owns, directly or indirectly, greater than 5 percent of such stock at any point during the 5 years preceding its disposition.

Notwithstanding the foregoing, pursuant to the Hiring Incentives to Restore Employment Act, payments made to foreign entities and foreign financial institutions after July 1, 2014 will be subject to a thirty percent (30%) U.S. withholding tax unless the foreign entity or foreign financial institution has complied with reporting and disclosure requirements regarding "United States persons" (within the meaning of Section 7701 of the Code) that hold a financial account, either directly or indirectly, with such foreign entities or foreign financial institutions.

FOREIGN INVESTORS ARE URGED TO CONSULT WITH THEIR OWN TAX ADVISORS TO DECIDE WHICH UNITED STATES TAX FORMS SHOULD BE SUBMITTED TO THE FUND.

Federal Estate Tax Considerations for Foreign Investors. The applicability of United States federal estate tax to an Interest in the Fund owned at the time of death by a Foreign Investor who is an individual is uncertain under current law. Accordingly, a Foreign Investor who is an individual may wish to consider holding his or her interest in the Fund through a non-United States corporation.

IRS CIRCULAR 230 DISCLOSURE: TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230 YOU ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF UNITED STATES FEDERAL TAX ISSUES IN THIS TAX DISCUSSION IS NOT INTENDED OR WRITTEN BY US TO BE RELIED UPON, AND CANNOT BE RELIED UPON BY YOU, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON YOU UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) YOU SHOULD SEEK ADVICE BASED ON YOUR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

DREAMFUNDED SOASTA FUND 1, LLC

OPERATING AGREEMENT

THE OFFERING OF SECURITIES DESCRIBED IN THIS OPERATING AGREEMENT HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER ANY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION. THIS OFFERING IS MADE PURSUANT TO RULE 506 OF REGULATION D UNDER SECTION 4(2) OF THE SECURITIES ACT, WHICH EXEMPTS FROM SUCH REGISTRATION TRANSACTIONS NOT INVOLVING A PUBLIC OFFERING. FOR THIS REASON, THE SECURITIES DESCRIBED IN THIS OPERATING AGREEMENT WILL BE SOLD ONLY TO INVESTORS WHO MEET CERTAIN MINIMUM SUITABILITY QUALIFICATIONS.

AN INVESTOR SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE FUND FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE MEMBERSHIP INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION, AND, THEREFORE, CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THERE IS NO OBLIGATION OF THE ISSUER TO REGISTER THE SECURITIES DESCRIBED HEREIN UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION. TRANSFER OF THE SECURITIES DESCRIBED HEREIN IS ALSO RESTRICTED BY THE TERMS HEREOF, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE HEREWITH.

PROSPECTIVE FOREIGN INVESTORS SHOULD CONSULT WITH THEIR OWN COUNSEL REGARDING WHETHER OR NOT TO INVEST IN THE FUND. IT IS THE RESPONSIBILITY OF ANY PERSON OR ENTITY WISHING TO PURCHASE AN INTEREST TO SATISFY HIMSELF, HERSELF OR ITSELF AS TO THE FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE OF THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

DREAMFUNDED SOASTA FUND 1, LLC

OPERATING AGREEMENT

This Operating Agreement (as amended and/or restated from time to time, this "**Agreement**") of DreamFunded SOASTA Fund 1, LLC, a Delaware limited liability company (the "**Company**"), dated 7/09/15, is entered into by and among Dream Funded Management, LLC, a Delaware limited liability company (including any successor or additional manager admitted pursuant to this Agreement, each in its capacity as a manager of the Company, the "**Manager**"), DreamFunded Holdings, LLC, a Delaware limited liability company (the "**Holdings Vehicle**"), and each person admitted as a member of the Company from time to time (each in its capacity as a member of the Company, a "**Member**" and collectively, the "**Members**"), in accordance with the provisions of the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et seq., as amended (the "**Act**").

AGREEMENT

The parties to this Agreement set forth the limited liability company agreement for the Company under the laws of the State of Delaware upon the terms and subject to the conditions set forth herein.

ARTICLE I
GENERAL PROVISIONS

1.1 Name. The name of the Company is DreamFunded SOASTA Fund 1, LLC. The affairs of the Company shall be conducted under the Company name, or such other name as the Manager may designate from time to time.

1.2 Purpose. The primary purpose of the Company is to provide the Members with the opportunity to realize long-term appreciation generally from venture capital investments in Roth SOASTA 1, LLC (each a "**Portfolio Company**" and collective, the "**Portfolio Companies**"). The general purposes of the Company are to buy, sell, hold, and otherwise invest in securities of the Portfolio Companies of every kind and nature and rights and options with respect thereto and received in exchange or with respect thereto, including, without limitation, stock, notes, bonds, debentures and evidence of indebtedness; to exercise all rights, powers, privileges, and other incidents of ownership or possession with respect to securities held or owned by the Company; to enter into, make, and perform all contracts and other undertakings; and to engage in all activities and transactions as may be necessary, advisable, or desirable to carry out the foregoing. The Members acknowledge and agree that the Company intends to pursue a venture capital strategy.

1.3 Principal Office; Registered Agent. The principal office of the Company shall be located at such place or places as the Manager may from time to time designate. The name of the registered agent for service of process of the Company is as set forth in the Certificate of Formation of the Company filed with the Office of the Secretary of State of the State of Delaware (the "**Certificate**") and the address of the Company's registered office in the State of Delaware is as set forth in the Certificate. The Manager may change the name and address of the registered agent and change the registered office of the Company in the State of Delaware at any time and from time to time by filing a certificate of amendment to the Certificate with the Delaware Secretary of State reflecting such change.

1.4 Authorized Person. The execution, delivery, and filing of the Certificate by the "authorized person" (within the meaning of the Act) identified in the Certificate, are hereby ratified and approved. With respect to the Company, the Manager is, with effect as of the formation of the Company, designated as an "authorized person" within the meaning of the Act. The Certificate was filed prior to the date hereof, and the Company has not had an operating agreement or engaged in any business activities prior to the date hereof other than obtaining a bank or custodial account.

1.5 Admission of Members

(a) The Manager may hold the Initial Closing at any time after receiving subscriptions for interests in the Company representing Capital Commitments in the aggregate amount of at twenty five thousand Dollars ($25,000.00). On the Initial Closing Date, each person that has tendered a Subscription Agreement to the Manager (and whose subscription has been accepted by the Manager as of such date) shall be admitted to the Company as a Member.

(b) At any time prior to the one-month anniversary of the Initial Closing Date, the Manager may admit additional Members to the Company and accept increased Capital Commitments from existing Members; provided, however, that the Manager shall not accept subscriptions from additional or existing Members which would cause the aggregate Capital Commitments to the Company to exceed one Million Dollars ($1,000,000.00). Any such additional Member so admitted shall be required to contribute its ratable portion (based on its Capital Commitment and the Members' aggregate Capital Commitments) of all other contributions made by the existing Members from the Initial Closing Date through the date of such Member's admission to the Company *plus*, in the discretion of the Manager, interest on such contributions at the rate of six percent (0%) per annum from the date or dates such earlier contributions were made, which interest shall not be treated as a contribution of the Member but shall be deemed to be income to the Company.

(c) The remainder of this Section 1.5 notwithstanding, the Manager may admit a Member pursuant to a Transfer as otherwise provided in this Agreement.

ARTICLE II
DEFINITIONS

When used in this Agreement, the following capitalized terms shall have the meanings set forth in this Article II. All capitalized terms used in this Agreement that are not defined in this Article II shall have the meanings set forth elsewhere in this Agreement.

2.1 "**Accounting Period**" means the period beginning on the 1st day of January and ending on the 31st of December; *provided, however,* that the Manager may elect to commence a new Accounting Period on (i) the date of any change in the Members' respective interests in the Profits or Losses of the Company during such calendar year except on the first day thereof, or (ii) any other date the Manager shall determine. An Accounting Period shall terminate immediately prior to the commencement of a new Accounting Period (or if no new Accounting Period has been commenced, on December 31) and the final Accounting Period shall terminate on the date the Company shall terminate.

2.2 "**Adjusted Asset Value**" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Adjusted Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset at the time of contribution, as determined by the Manager;

(b) In the discretion of the Manager, the Adjusted Asset Values of all Company assets may be adjusted to equal their respective gross fair market values, as determined by the Manager and the resulting unrecognized profit or loss allocated to the applicable Capital Accounts, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member; and (ii) the distribution by the Company to a party of Company assets, unless all parties receive simultaneous distributions of either undivided interests in the distributed property or identical Company assets in proportion to their interests in Company distributions; and

(c) The Adjusted Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager, and the resulting unrecognized profit or loss allocated to the applicable Capital Accounts of the parties, as of the following times: (i) the termination of the Company for United States federal income tax purposes pursuant to Code Section 708(b)(1)(B); and (ii) the termination of the Company by expiration of the Company's term.

2.3 "**Capital Commitment**" means, with respect to a Member, the amount of capital that such Member has agreed to contribute to the capital of the Company as set forth on the signature page of the Member's Subscription Agreement.

2.4 "**Company Percentage**" means, for each Member, the percentage determined by dividing the amount of the Member's Capital Commitment by the sum of the aggregate Capital Commitments of all Members. The sum of the Members' Company Percentages shall be ninty six percent (96%).

2.5 "**Code**" means the United States Internal Revenue Code of 1986, as amended (or any corresponding provisions of succeeding law).

2.6 "**Deemed Gain**" means, with respect to any in kind distribution of securities, an amount equal to the excess, if any, of the fair market value of the securities distributed (valued as of the date of distribution in accordance with Article IX), over the aggregate Adjusted Asset Value of the securities distributed. "**Deemed Loss**" means, with respect to any in kind distribution of securities, an amount equal to the excess, if any, of the aggregate Adjusted Asset Value of the securities distributed over the fair market value of the securities distributed (valued as of the date of distribution in accordance with Article IX).

2.7 "**Initial Closing**" means the first admission of one or more Members to the Company.

2.8 "**Initial Closing Date**" means the date on which the Initial Closing occurs.

2.9 "**Profit**" or "**Loss**" mean an amount computed for each Accounting Period as of the last day thereof that is equal to the Company's taxable income or loss, respectively, arising for such Accounting Period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from United States federal income tax and not otherwise taken into account in computing Profit or Loss pursuant to this Section 2.8 shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profit or Loss pursuant to this Section 2.8 shall be subtracted from such taxable income or loss;

(c) Gain or loss resulting from any disposition of an asset with respect to which gain or loss is recognized for United States federal income tax purposes shall be computed by reference to the Adjusted Asset Value of the asset disposed of rather than its adjusted tax basis;

(d) The difference between the gross fair market value of all assets and their respective Adjusted Asset Values shall be included in such taxable income or loss in the circumstances described in Section 2.2;

(e) The amount of any Deemed Gain or Deemed Loss on any securities distributed in kind shall be added to or subtracted from (as the case may be) such taxable income or loss to the extent not taken into account under Section 2.8(d) above; and

(f) Amounts allocated pursuant to Section 4.1(c) shall not be included in Profit or Loss.

2.10 "**Securities Act**" means the United States Securities Act of 1933, as amended.

2.11 "**Subscription Agreement**" means, with respect to each Member, the Subscription Agreement between such Member and the Manager effecting the purchase and sale of such Member's interest in the Company.

2.12 "**Treasury Regulations**" means the Income Tax Regulations promulgated under the Code, as amended from time to time (including corresponding provisions of succeeding Treasury Regulations).

ARTICLE III
CAPITALIZATION

3.1 Capital Contributions

(a) Each Member admitted on the Initial Closing Date shall contribute $100% of its Capital Commitment to the Company upon such Member's admission to the Company. Each Member shall contribute the balance of its Capital Commitment to the Company at such times as the Manager, in its sole discretion, shall specify in written notices (each, a "**Drawdown Notice**") delivered to the Member from time to time not less than ten (10) business days prior to the date for any funding specified in the applicable Drawdown Notice (the "**Drawdown Date**"). The Manager shall have sole discretion as to the amount and timing of such drawdowns, including the discretion to call for any portion, or the entire portion, of the balance of a Member's Capital Commitment.

(b) Neither the Manager nor the Holdings Vehicle shall have a Capital Commitment and neither of them shall have any obligation to make capital contributions to the Company.

(c) The Manager may, in its sole discretion, return to the Members all or a portion of any cash capital contribution not applied toward the intended purpose for which it was called. All capital contributions returned to the Members pursuant to this Section 3.1(c) may be called again by the Manager pursuant to Section 3.1(a) as if such returned amounts had not been previously called by the Manager.

3.2 Member's Default

(a) The Company shall be entitled to enforce the obligations of each Member to make contributions of the Member's Capital Commitment, and the Company shall have all remedies available at law or in equity as the Manager may determine, in its discretion, to enforce such obligations in the event a Member does not make such contributions in accordance with this Agreement and the Member's Subscription Agreement. If any legal or dispute resolution proceedings relating to the failure of a Member to contribute its Capital Commitment are commenced, the defaulting Member shall pay all costs and expenses incurred by the Company and the Manager, including attorneys' fees, in connection with such proceedings.

(b) In addition to the rights and remedies set forth elsewhere in this Agreement, the Manager may a require a Member who does not contribute any amount of its Capital Commitment as required hereunder to pay interest to the Company on the unpaid amount at a rate equal to zero percent (0%) per annum, such interest to accrue from the Drawdown Date until the date the contribution and all accrued interest thereon is made by the Member. The accrued interest so paid shall not be treated as a contribution of the Member, but shall be deemed to be income to the Company. Until such time as the unpaid contribution and all accrued interest thereon shall have been paid by the Member, the Manager may elect to withhold any or all distributions to be made to the Member hereunder.

3.3 Capital Accounts. The Company shall maintain on its books a separate capital account for each party (a "**Capital Account**") according to Treasury Regulation Section 1.704-1(b)(2)(iv). The Capital Account of each party shall consist of its original capital contribution, if any, (i) increased by any additional capital contributions, its share of profit that is allocated to it pursuant to this Agreement, and the amount of any Company liabilities that are assumed by it or that are secured by any Company property distributed to it, and (ii) decreased by the amount of any withdrawals by it, its share of loss that is allocated to it pursuant to this Agreement, and the amount of any of its liabilities that are assumed by the Company or that are secured by any property contributed by it to the Company. The foregoing provision and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b)(2)(iv), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Manager shall, with the advice of tax counsel, determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Manager may make such modification.

3.4 Interest. No interest shall be paid to any Member on account of his, her or its interest in the capital of, or on account of his, her or its investment in, the Company.

ARTICLE IV
ALLOCATIONS AND DISTRIBUTIONS

4.1 Allocations

(a) In General. Except as hereinafter provided in this Section 4.1 or elsewhere in this Agreement, Profit or Loss for each Accounting Period shall be allocated as follows:

(i) Profit for each Accounting Period shall be allocated:

(1) first, one hundred percent (100%) to the Capital Accounts of the Members in proportion to their respective Company Percentages, until the aggregate Profit allocated pursuant to this Section 4.1(a)(i)(1) for the current Accounting Period and all prior Accounting Periods equals the aggregate Loss allocated pursuant to Section 4.1(a)(ii)(2) for the current Accounting Period and all prior Accounting Periods; and

(2) thereafter, zero percent (4%) to the Capital Account of the Holdings Vehicle and ninty six percent (96%) to the Capital Accounts of the Members in proportion to their respective Company Percentages.

(ii) Loss for each Accounting Period shall be allocated:

(1) first, to the extent of the Profits allocated pursuant to Section 4.1(a)(i)(2) with respect to prior Accounting Periods that have not been reversed by prior allocations of Loss pursuant to this Section 4.1(a)(ii)(1), Loss for such Accounting Period shall be allocated to the Capital Accounts of the Members and Holdings Vehicle in reverse order of and to the extent of such unreversed Profits; and then

(2) ninty six percent (96%) to the Capital Accounts of the Members in proportion to their respective Company Percentages.

(b) Additional Members. If Members are admitted to the company after the Initial Closing Date (or increase their respective Capital Commitments), then allocations of Profit and Loss attributable to periods subsequent to the date hereof shall be adjusted by the Manager as necessary to, as quickly as possible, cause the Capital Account balances of the Members to reflect the same amounts that they would have reflected if all Members had been admitted to the Company and made all of their Capital Commitments at the same time on the date hereof and had received allocations of Profit and Loss in accordance with Section 4.1(a), all as the Manager may in its discretion determine to be equitable.

(c) Regulatory Allocations. This Agreement is intended to comply with the safe harbor provisions set forth in Treasury Regulation 1.704-1(b) and the allocations set forth below (the "**Regulatory Allocations**") are intended to comply with certain requirements of Treasury Regulation Section 1.704-1(b). If the Regulatory Allocations result in allocations being made that are inconsistent with the manner in which the Members intend to divide Company Profit and Loss as reflected in Sections 4.1(a) and (b), the Manager shall use its reasonable efforts to adjust subsequent allocations of any items of profit, gain, loss, income, or expense such that the net amount of the Regulatory Allocations and such subsequent special adjustments to each Member is zero. The allocations provided in this Section 4.1 shall be subject to the following exceptions: (i) Any loss or

expense otherwise allocable to a Member which exceeds the positive balance in such Member's Capital Account shall instead be allocated first to all Members who have positive balances in their Capital Accounts in proportion to their respective Company Percentages, and when all Members' Capital Accounts have been reduced to zero, then to the Holdings Vehicle; income shall first be allocated to reverse any loss allocated under this clause (i), in reverse order of such loss allocations, until all such prior loss allocations have been reversed; (ii) if any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4) through (d)(6), which causes or increases a deficit balance in such Member's Capital Account, items of Company income and gain shall be specially allocated promptly to such Member in an amount and manner sufficient to eliminate the deficit balance in its Capital Account created by such adjustments, allocations, or distributions; and (iii) for purposes of this Section 4.1(c), the balance in a Member's Capital Account shall take into account the adjustments provided in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4) through (d)(6).

(d) Section 704(c) Allocations. Except as otherwise provided in this Section 4.1 or as otherwise required by the Code and the rules and Treasury Regulations promulgated thereunder, a Member's distributive share of Company income, gain, loss, deduction, or credit for income tax purposes shall be the same as is entered in the Member's Capital Account pursuant to this Agreement. In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any asset contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Adjusted Asset Value and to comply with the special allocation requirements of Code Section 704. If the Adjusted Asset Value of any Company asset is adjusted pursuant to the terms of this Agreement, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Adjusted Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder.

(e) Transfer of or Change in Interests. The Manager is authorized to adopt any convention or combination of conventions likely to be upheld for federal income tax purposes regarding the allocation and/or special allocation of items of Company income, gain, loss, deduction and expense with respect to a newly issued interest, a transferred interest or a redeemed interest. The transferee of a Member's interest shall succeed to the Capital Account of the transferor to the extent it relates to the interest transferred.

(f) Determinations by Manager. The Company shall elect to be treated as a partnership for all federal income tax purposes and the Members and the Manager agree that they will not on any federal, state, local or other tax return take a position, and shall not otherwise assert a position, inconsistent with such treatment. All matters concerning the computation of Capital Accounts, the allocation of items of Company income, gain, loss, deduction and expense for all purposes of this Agreement and the adoption of any accounting procedures not expressly provided for by the terms of this Agreement shall be determined by the Manager in its discretion. Such determinations shall be final and conclusive as to all parties. Without in any way limiting the scope of the foregoing, if and to the extent that, for income tax purposes, any item of income, gain, loss, deduction or expense of any party hereto or the Company is constructively attributed to, respectively, the Company or any party hereto, or any contribution to or distribution by the Company or any payment by any party hereto or the Company is recharacterized, the Manager may, in its discretion and without limitation, specially allocate items of Company income, gain, loss, deduction and

expense and/or make correlative adjustments to the Capital Accounts of the party in a manner so that the net amount of income, gain, loss, deduction and expense realized by each relevant party (after taking into account such special allocations) and the net Capital Account balances of the parties (after taking into account such special allocations and adjustments) shall, as nearly as possible, be equal, respectively, to the amount of income, gain, loss, deduction and expense that would have been realized by each relevant party and the Capital Account balances of the parties that would have existed if such attribution and/or recharacterization and the application of this sentence of this Section 4.1(f) had not occurred. Notwithstanding anything expressed or implied to the contrary in this Agreement, in the event the Manager shall determine, in its discretion, that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to effectuate the intended economic sharing arrangement of the parties hereto, the Manager may make such modification.

4.2 Discretionary Distributions

(a) The Manager may distribute cash, securities or other Company assets to the parties from time to time in its sole discretion as follows:

(i) First, one hundred percent (100%) to all Members in accordance with their respective Company Percentages until all Members have received aggregate distributions pursuant to this Section 4.2(a)(i) (with any in-kind distributions valued in accordance with Article IX) equal to the sum of their capital contributions to the Company; and

(ii) Thereafter, one hundred percent (100%) to all Members in accordance with their respective Company Percentages and zero percent (0%) to the Holdings Vehicle.

(b) Notwithstanding Section 4.2(a)(ii), the Manager may at any time waive a distribution of cash, securities or other Company assets that would otherwise be made to the Holdings Vehicle pursuant to paragraph Section 4.2(a)(ii) and instead make such distribution one hundred percent (100%) to all Members in accordance with their respective Company Percentages; *provided, however*, that the Company may make subsequent distributions to the Holdings Vehicle to the extent of any such waived distribution at such times as the Manager shall determine out of amounts otherwise distributable to such Members.

(c) At any time during the calendar year, the Manager in its discretion may distribute to the parties pro rata in proportion to their respective Cumulative Tax Shortfalls, an amount equal to or less than the aggregate amount of all parties' Cumulative Tax Shortfalls as of the date of such distribution. The "**Cumulative Tax Shortfall**" of a party hereto shall mean the amount, if any, by which (i) the aggregate federal and state tax liabilities attributable to (A) the aggregate sum of all current and prior allocations of taxable income and gain to such person in excess of (B) the aggregate sum of all prior allocations of taxable loss and deduction to such person, exceeds (ii) all current and prior distributions to such party hereunder. For purposes of the foregoing, the tax liability of a person shall be determined based on a combination of the highest marginal federal and state income tax rates payable by individuals resident in the State of California, applied by taking into account the character of the taxable income in question (e.g., long-term capital gains, ordinary income, etc.). Distributions made pursuant to this Section 4.2(c) shall be deemed advances under, and shall reduce the distributions to be made under, the relevant provisions of Section 4.2(a).

(d) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of his, her or its interest in the Company if such distribution would violate the Act or other applicable law.

(e) Notwithstanding anything to the contrary contained in this Agreement, to the extent an amount distributable to a Member would create or increase a deficit in the Member's Capital Account, that amount shall instead be distributed to the Members in proportion to their respective positive Capital Account balances.

(f) Immediately prior to any distribution in kind, the Deemed Gain or Deemed Loss of any securities distributed shall be allocated to the Capital Accounts of all Members as Profit or Loss pursuant to Section 4.1.

(g) Securities distributed in kind shall be subject to such conditions and restrictions as the Manager determines are legally required or appropriate.

(h) Notwithstanding any other provision of this Agreement to the contrary, in the event the Company is obligated to return distributions to a Portfolio Company or any other investment counterparty, each Member shall return its pro rata share of such obligation (determined in accordance with relative distributions received from the Company by the Members) upon ten business days' notice from the Manager. The obligation set forth in the immediately preceding sentence shall survive the termination of the Company and shall terminate only upon termination of the Company's obligations to such Portfolio Company or any other investment counterparty. In the event that a Member fails to return distributions to the Company as required under this Agreement, the Manager shall be entitled to enforce such obligation, and the Company shall have all remedies available at law or in equity if any such contribution is not so made.

4.3 Reinvestment. Cash investment proceeds from the sale or disposition of Portfolio Company securities will not be subject to reinvestment by the Company.

4.4 Withholding Obligations

(a) If and to the extent the Company is required by law, including FATCA, (as determined in good faith by the Manager) to make payments ("**Tax Payments**") with respect to any Member in amounts required to discharge any legal obligation of the Company or the Manager to make payments to any governmental authority with respect to any federal, state, local or foreign tax liability of such Member arising as a result of such Member's interest in the Company, then the amount of any such Tax Payments shall be deemed to be a loan by the Company to such Member, which loan shall: (i) be secured by such Member's interest in the Company, (ii) bear interest at the prime rate determined by the Company's bank, and (iii) be payable upon demand. Amounts paid in respect of interest on such loan shall be treated as Profit of the Company and shall not be treated as a capital contribution by such Member.

(b) If and to the extent the Company is required to make any Tax Payments with respect to any distribution to a Member, either (i) such Member's proportionate share of such distribution shall be reduced by the amount of such Tax Payments (*provided that* such Member's Capital Account shall be adjusted pursuant to the terms of this Agreement for such Member's full proportionate share of the distribution), or (ii) such Member shall promptly pay to the Company prior to such distribution an amount of cash equal to such Tax Payments. In the event a portion of a

distribution in kind is retained by the Company pursuant to the foregoing clause (i), such retained securities may, in the sole discretion of the Manager, either (1) be distributed to the Members in accordance with the terms of this Agreement, or (2) be sold by the Company to generate the cash necessary to satisfy such Tax Payments. If the securities are sold, then for purposes of income tax allocations only under this Agreement, any gain or loss on such sale or exchange shall be allocated to the Member to whom the Tax Payments relate.

(c) Each Member will, as applicable, take such actions as are required to establish to the reasonable satisfaction of the Manager that the Member is (i) not subject to the withholding tax obligations imposed by Section 1471 of the Code and (ii) not subject to withholding tax obligations imposed by Section 1472 of the Code. In addition, each Member will assist the Company and the Manager with any applicable information reporting or other obligation imposed on the Company, the Manager, or their respective affiliates, pursuant to FATCA. As used herein, "**FATCA**" means the Foreign Account Tax Compliance provisions enacted as part of the U.S. Hiring Incentives to Restore Employment Act and codified in Sections 1471 through 1474 of the Code, all rules, regulations and other guidance issued thereunder, and all administrative and judicial interpretations thereof.

(d) Any other provision of this Agreement to the contrary notwithstanding, the Manager may, in its discretion, withhold from any distribution of cash, securities or other property to any Member pursuant to this Agreement, (i) any amounts due from such Member to the Company or the Manager or its affiliates pursuant to this Agreement and (ii) any amounts required to pay or reimburse (A) the Company for the payment of any taxes properly attributable to such Member or (B) the Manager or its affiliates for any advances made by such party for such purpose.

ARTICLE V
MANAGEMENT FEE; EXPENSES

5.1 Management Fee.

(a) Management Fee. Commencing on the Initial Closing Date and terminating on the date the Company is dissolved pursuant to Section 8.1, the Manager (or its designee) shall be compensated in advance and on a quarterly basis for services rendered to the Company by the payment by the Company in cash to the Manager (or its designee) on the first day of each such calendar quarter (or portion thereof) of a management fee (the "**Management Fee**") equal to the aggregate Capital Commitments of all Members as of the first day of each such calendar quarter multiplied by 0.0 % (i.e., 0.0% annually).

(b) Adjustments. Notwithstanding Section 5.1(a), (i) the Management Fee for the Company's first calendar quarter (which shall be deemed to commence on the Initial Closing Date) and last applicable calendar quarter shall be proportionately reduced based upon the ratio that the number of days in such period bears to ninety (90), and (ii) an additional Management Fee shall be payable upon the date of admission or Capital Commitment increase of any additional Member to reflect the increased Capital Commitments calculated as if such additional Member had been admitted to the Company as of the Initial Closing Date with a Capital Commitment equal to each such additional Member's Capital Commitment immediately following such admission or increase.

5.2 Expenses. The Company shall bear all third party operating expenses incurred in connection with the organization, syndication, formation, management, operations, and liquidation of the Company, including, but not limited to, all costs and expenses incurred in the holding, purchase,

sale or exchange of securities (whether or not ultimately consummated), expenses associated with Company communications with Members, all legal, accounting, tax, consulting and professional services fees and expenses (including tax preparation) relating to the Company and its activities, consulting and advisor fees and expenses relating to investments or proposed investments, fees and expenses relating to finance and accounting services, audit and accounting fees, taxes applicable to the Company on account of its operations, fees incurred in connection with the maintenance of bank or custodian accounts, the cost of liability and other premiums for insurance, and all fees, costs and expenses relating to litigation and threatened litigation involving the Company, including the Company's indemnification obligation pursuant to this Agreement.

5.3 Expense Reimbursement. If the expenses of the Company (including, without limitation, any expenses related to indemnification obligations of the Company or litigation or threatened litigation) exceed the cash expense reserves of the Company (as reasonably determined by the Manager), the Manager or its affiliate may pay such expenses on behalf of the Company and seek reimbursement from the Company, and the Manager shall be permitted to (i) offset distributions (including in kind distributions) to be made to the Members on a pro rata basis and recover any such unreimbursed expenses, (ii) sell securities held by the Company and apply the proceeds towards the payment of such expenses, or (iii) recall prior distributions from the Company to its Members in an amount equal to the amount of the shortfall required to permit the Company to satisfy such obligation, *pro rata* in reverse order of prior distributions made by the Company to the Members.

ARTICLE VI
MANAGEMENT

6.1 Authority. The Manager shall have the sole and exclusive right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company permitted by applicable law, including, without limitation, the selection of the Portfolio Companies. The management, operation, and policies of the Company are vested exclusively in the Manager. The Manager shall have the power on behalf of, and in the name of, the Company to carry out and implement any and all of the objects and purposes of the Company. All matters concerning allocations, distributions and tax elections (except as may otherwise be required by the income tax laws) and accounting procedures not expressly and specifically provided for by the terms of this Agreement shall be determined in good faith by the Manager and such determination shall be final and conclusive.

6.2 Waiver. The Members hereby acknowledge that the Manager may be prohibited from taking action for the benefit of the Company: (i) due to confidential information acquired or obligations incurred in connection with an outside activity done by the Manager, its affiliates or any of their respective shareholders, members, managers, directors, officers, employees, agents, affiliates, or their respective affiliates; (ii) in consequence of the Manager, its affiliates, or any of their respective shareholders, members, managers, directors, officers, employees, agents, affiliates or their respective affiliates serving as an officer, director, consultant, agent, advisor or employee of any of Portfolio Companies; or (iii) in connection with activities undertaken by the Manager, its affiliates or any of their respective shareholders, members, managers, directors, officers, employees, agents, affiliates, or their respective affiliates prior to the formation of the Company. No person shall be liable to the Company or any Member for any failure to act for the benefit of the Company in consequence of a prohibition described in the preceding sentence.

6.3 Other Activities. The Members: (a) acknowledge that the Manager, its affiliates and their respective shareholders, members, managers, directors, officers, employees, agents, affiliates and their respective affiliates are or may be involved in other financial, investment and professional activities, including but not limited to: management of or participation in other investment funds; venture capital, private equity, public equity and real estate investing; purchases and sales of securities; investment and management counseling; otherwise making investments or presenting investment opportunities to third parties; and serving as officers, directors, advisors, consultants, and agents of other entities; and (b) agree that the Manager, its affiliates and their respective shareholders, members, managers, directors, officers, employees, agents, affiliates and their respective affiliates may engage for their own accounts and for the accounts of others in any such ventures and activities (without regard to whether the interests of such ventures and activities conflict with those of the Company). Neither the Company nor any Member shall have any right by virtue of this Agreement or the existence of the Company in and to such ventures or activities or to the income or profits derived therefrom, and the Manager, its affiliates and their respective shareholders, members, managers, directors, officers, employees, agents, affiliates and their respective affiliates shall have no duty or obligation to make any reports to the Members or the Company with respect to any such ventures or activities.

6.4 Other Investment Opportunities. Notwithstanding any duty otherwise existing at law or in equity, each Member hereby agrees that the Manager may offer the right to participate in investment opportunities of the Company (in whole or in part) (including, without limitation, any contractual right of first refusal, co-sale right or other similar rights made available to the Company as a result of holding securities in any of the Portfolio Companies) to other private investors, groups, partnerships, corporations or other entities, including, without limitation, any Member and any investment vehicles managed by the Manager or its affiliates, whenever the Manager, in its sole discretion, so determines. The Manager or its affiliates may charge fees or carried interests with regard to the portion, if any, of any investment opportunity, which the Manager so allocates to persons other than the Company. Each Member acknowledges that the Manager or its affiliates may form other investment vehicles to co-invest with the Company in some or all of the investments made by the Company and in proportions determined by the Manager in its sole discretion.

6.5 Removal; Resignation. The Manager may not be removed. The Manager may resign at any time upon five days' prior written notice to the Members. Upon such resignation, the Manager may appoint a successor Manager. The bankruptcy, expulsion, resignation, removal or withdrawal, liquidation, dissolution, reorganization, merger, sale of all or substantially all the stock or assets of, or other change in the ownership or nature of the Manager shall not dissolve the Company, and upon the happening of any such event, the affairs of the Company shall be continued by the Manager or any successor thereto.

6.6 Exculpation. Neither the Manager (including without limitation the Manager acting as tax matters partner or as liquidator), the tax matters partner, each liquidator, each stockholder, director, officer, member, manager, employee, consultant, agent or affiliate of any of the foregoing (collectively, the "**Covered Persons**") shall be liable, responsible or accountable in damages or otherwise to any Member or the Company for honest mistakes of judgment, or for action or inaction, taken in good faith and in the reasonable belief that such action or inaction was in, or not opposed to, the best interest of the Company, or for losses due to such mistakes, action, or inaction, or to the negligence, dishonesty, or bad faith of any employee, broker, or other agent of the Company. To the fullest extent permitted by law, no Covered Person shall be liable to the Company or any Member with respect to any action or omission taken or suffered by any of them in good faith if such action or

omission is taken or suffered in reliance upon and in accordance with the opinion or advice of legal counsel (as to matters of law), or of accountants (as to matters of accounting), or of investment bankers, accounting firms, or other appraisers (as to matters of valuation). Notwithstanding any other provision of this Agreement, to the extent that, at law or in equity, the Manager has duties (including fiduciary duties) and liabilities relating thereto to the Company, any Member or any other person bound by this Agreement, such Manager acting under this Agreement shall not be liable to the Company, any Member or any other person bound by this Agreement for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities (by specifying a duty of care or otherwise) of any Covered Person to the Company, any Member or any other person bound by this Agreement otherwise existing at law or in equity or otherwise, are agreed by the Members and any other person bound by this Agreement to replace such duties and liabilities of such Covered Person.

6.7 Indemnification

(a) The Company agrees to indemnify, out of the assets of the Company only (including the proceeds of liability insurance), the Covered Persons to the fullest extent permitted by law and to save and hold them harmless from and in respect of all (i) fees, costs, and expenses, including legal fees, paid in connection with or resulting from any claim, action, controversy, dispute, judgment or demand against the Covered Persons that arises out of or in any way related to the Company, its properties, business, or affairs and (ii) such claims, actions, controversies, disputes, judgments and demands and any losses, damages or liabilities resulting from such claims, actions, controversies, disputes, judgments and demands, including amounts paid in settlement or compromise of any such claim, action or demand; *provided*, that such Covered Person acted in good faith and in the reasonable belief that such Covered Person's action or inaction was in, or not opposed to, the best interest of the Company.

(b) At the election of the Manager, expenses incurred by any Covered Person in defending a claim or proceeding covered by this paragraph may, to the fullest extent permitted by law, be paid by the Company in advance of the final disposition of such claim or proceeding, *provided* the Covered Person undertakes to repay such amount if it is ultimately determined that such Covered Person was not entitled to be indemnified.

(c) At its election, the Manager may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available, for the protection of any Covered Person or potential Covered Person against any liability incurred in any capacity which results in such person being a Covered Person (provided that such person is serving in such capacity at the request of the Company or the Manager), whether or not the Company has the power to indemnify such person against such liability. The Manager may purchase and maintain insurance on behalf of and at the expense of the Company for the protection of any officer, director, manager, employee or other agent of any other organization in which the Company directly or indirectly owns an interest or of which the Company is a creditor against similar liabilities, whether or not the Company has the power to indemnify any person against such liabilities.

(d) The provisions of this Section 6.7 shall remain in effect as to each Covered Person whether or not such Covered Person continues to serve in the capacity that entitled such person to be indemnified hereunder. The foregoing right of indemnification shall inure to the benefit

of the executors, administrators, personal representatives, successors or assigns of each such Covered Person.

(e) The rights to indemnification and advancement of expenses conferred in this Section 6.7 shall not be exclusive and shall be in addition to any rights to which any Covered Person may otherwise be entitled or hereafter acquire under any law, statute, rule, regulation, charter document, by-law, contract or agreement.

(f) The Manager may make, execute, record and file on its own behalf and on behalf of the Company all instruments and other documents (including one or more separate indemnification agreements between the Company and individual Covered Persons or Covered Persons) that the Manager deems necessary or appropriate in order to extend the benefit of the provisions of this paragraph to the Covered Persons; *provided* that, such other instruments and documents authorized hereunder shall be on the same terms as provided for in this Section 6.7 except as otherwise may be required by applicable law.

(g) The Members intend that, to the maximum extent provided by law, as between (i) a Portfolio Company, (ii) the Company, and (iii) the Manager (or an affiliate thereof), this Section 6.7 shall be interpreted to reflect an ordering of liability for potentially overlapping or duplicative indemnification payments as follows: first, the Portfolio Company shall have primary liability; second, the Company shall have secondary liability; and third, the Manager and/or its affiliates shall be liable only after exhausting all available indemnification and/or insurance resources of the Portfolio Company and the Company. The possibility that a Covered Person may receive indemnification payments from the Portfolio Company shall not restrict the Company from making payments under this paragraph to a Covered Person that is otherwise eligible for such payments, but such payments by the Company are not intended to relieve the Portfolio Company from liability that it would otherwise have to make indemnification payments to such Covered Person. If a Covered Person that has received indemnification payments from the Company actually receives indemnification payments from the Portfolio Company or under any insurance policy for the same damages, such Covered Person shall repay the Company as soon as practicable to the extent of such duplicative payments. Indemnification payments (if any) made to a Covered Person by the Manager or an affiliate thereof in respect of damages for which (and to the extent) such Covered Person is otherwise eligible for payments from the Company under this paragraph shall not relieve the Company from its obligation to such Covered Person and/or the Manager (or any affiliate thereof), as applicable, for such payments (and the Manager shall not be required to provide any indemnification payments until the Company's obligation to provide such benefits has been exhausted). To the extent that the Company is required to provide such indemnification payments pursuant to the terms of this Agreement, it hereby waives and releases the Manager and its affiliates (other than the Company), from any claims for contribution, subrogation or any other recovery of any kind in respect of indemnification payments paid by the Company. As used in this paragraph, "*indemnification payments*" made or to be made by the Portfolio Company shall be deemed to include (i) advancement of expenses with regard to indemnification obligations, (ii) payments made or to be made by any successor to the indemnification obligations of the Portfolio Company and (iii) payments made or to be made by or on behalf of the Portfolio Company (or such successor) pursuant to an insurance policy or similar arrangement.

6.8 Discretion. Notwithstanding any other provision of this Agreement or otherwise applicable provision of law or equity, whenever in this Agreement, the Manager is permitted or required to make a decision (i) in its "sole discretion" or "discretion" or under a grant of similar

authority or latitude, the Manager shall be entitled to consider only such interests and factors as it desires, including its own interests and those of the Company, and shall, to the fullest extent permitted by applicable law, have no duty (including any fiduciary duty) or obligation to give any consideration to any other interest of or factors affecting the Members or any other person, or (ii) in its "good faith" or under another expressed standard, the Manager shall act under such express standard and shall not be subject to any other or different standards.

6.9 Tax Matters Partner. The Manager shall be the Company's tax matters partner under the Code and under any comparable provision of state law. The tax matters partner shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service and in connection with all subsequent administrative and judicial proceedings arising out of such audit. If the tax matters partner is required by law or regulation to incur fees and expenses in connection with tax matters not affecting all the Members, then the tax matters partner may, in its sole discretion, seek reimbursement from those Members on whose behalf such fees and expenses were incurred. The tax matters partner shall keep the Members informed of all administrative and judicial proceedings, as required by Section 6223(g) of the Code, and shall furnish to each Member, if such Member so requests in writing, a copy of each notice or other communication received by the tax matters partner from the Internal Revenue Service, except such notices or communications as are sent directly to such requesting Member by the Internal Revenue Service.

6.10 Names and Marks. The Members acknowledge and agree that the names "DreamFunded SOASTA Fund 1 LLC", "DreamFunded.com", "DreamFunded", "Dream Funded" and their derivatives and associated Uniform Resource Locators and marks are the sole property of the Manager or certain affiliates of the Manager. For so long as Dream Funded Management, LLC is the Manager of the Company, the Company shall have a worldwide, royalty free, non-assignable, non-sub-licensable, non-exclusive right to the use of such name and marks in connection with the Company's investment activities. Upon the dissolution of the Company, the license granted hereunder shall terminate.

ARTICLE VII
MEMBERS

7.1 Limitation of Liability. Except as required by law, no Member shall be bound by, nor be personally liable for, the expenses, liabilities, or obligations of the Company in excess of the Member's Capital Commitment to the Company. Notwithstanding the foregoing, each Member shall be required to pay to the Company, at such times and subject to the conditions set forth herein, all amounts that such Member has agreed to pay in respect of its Capital Commitment and to deliver such other amounts it is obligated to pay over to the Company pursuant to this Agreement.

7.2 No Control by the Members. Notwithstanding anything that may be contained herein to the contrary, no Member shall take part in the control or management of the affairs of the Company or have any authority to act for or on behalf of the Company or to vote on any matter relative to the Company and its affairs. In addition, no Member shall have the right or power to (i) withdraw or reduce its contribution to the capital of the Company or reduce its Capital Commitment, (ii) to the fullest extent permitted by law, cause the dissolution and winding up of the Company, or (iii) demand or receive property in return for its capital contributions.

7.3 No Indirect Information Rights in the Portfolio Companies. Each Member hereby agrees that it shall have no access to or right to request or receive information from the Portfolio Companies as a result of its interest in the Company. The Manager shall have the sole and exclusive right to vote (or abstain from voting) the securities owned by the Company or to assign such voting rights to a third party, including, without limitation, any other shareholder of the Portfolio Companies. The Members hereby acknowledge and agree that the Company does not have access to or rights to receive information from the Portfolio Companies other than rights or information incident to its ownership of securities. The Members hereby acknowledge and agree that the Manager has no obligation to and will not disclose non-public information or other confidential information to the Members regarding the Portfolio Companies.

7.4 Removal of a Member. The Manager may remove a Member from the Company for cause. For purposes hereof, cause for removal of a Member shall mean (i) rendering the Company or the Manager incapable of compliance with applicable anti-money laundering rules and regulations or other comparable legislation (regardless of its applicability to the Company or any of its affiliates), (ii) a determination by the Manager in its reasonable discretion that continued undiminished membership of the Member in the Company would subject the Company, the Manager or their respective affiliates to material legal, tax or other regulatory requirements that cannot reasonably be avoided, (iii) a material breach by such Member of its obligations hereunder or under its Subscription Agreement including, without limitation, the Member's failure to contribute any portion of its Capital Commitment when required to be delivered to the Company, (iv) the conviction of a Member, one or more of its affiliates or one or more of its directors, officers, partners or members of a felony (but excluding any director, officer, partner or member who ceases to be such immediately following such conviction), or (v) the direct or indirect marketing or solicitation of a Transfer by a Member, without the consent of the Manager, of all or any portion of such Member's interest in the Company. The Manager may (i) cause the Company to distribute in exchange for such Member's interests a promissory note of the Company in an amount equal to one hundred percent (100%) of the balance of such Member's Capital Account as of the effective date of removal and having a term equal to the remaining term of the Company, (ii) require such Member to sell its interest in the Company as soon as is reasonably practicable to a transferee that is acceptable to the Manager, in the Manager's sole discretion, at a price equal to one hundred percent (100%) of the balance of the Capital Account of the Member as of the most recent quarter end; provided, that if the Member shall fail to complete such sale within 30 days of demand, then the Manager shall have the right to redeem such Member's interest for an amount equal to one hundred percent (100%) of the balance of the Capital Account of the Member and/or sell such interests to a third party for such amount, such redemption or sale to occur within 10 days after the date the Manager provides notice thereof; provided further, that if cause arises for the Member's removal pursuant to clause (iii) or clause (v) of the first sentence of this Section 7.4(c), then each occurrence of the phrase "one hundred percent (100%)" in this sentence shall be deemed replaced with the phrase "seventy five percent (75%)".

7.5 Transfer. No Member shall sell, assign, pledge, encumber, mortgage, hypothecate, gift, grant a participation interest in, or otherwise dispose of or transfer all or a portion of its interest in the Company (directly or indirectly) (a "**Transfer**") without the written consent of the Manager, which consent may be given or withheld in the Manager's sole and absolute discretion. Any such Transfer by a Member in contravention of any of the provisions of this Agreement shall be void and ineffective, and shall not bind, or be recognized by, the Company. Notwithstanding the foregoing, if the Transfer of a Member's interest in the Company is required by the operation of law, the transferee shall receive only the economic rights associated with that interest and shall not be admitted to the Company as a Member or have any rights to participate in the affairs of the Company

as a Member without the written consent of the Manager. Any Member who requests or otherwise seeks to effect a Transfer of the Member's interest hereby agrees to reimburse the Company for any expenses reasonably incurred by the Company in connection with such transaction, including the costs of seeking and obtaining any legal opinion requested by the Manager and any other legal, tax, accounting and miscellaneous expenses, whether or not such Transfer is consummated.

7.6 Portfolio Company Acknowledgements. Each Member hereby acknowledges and agrees that (i) the Member is aware of the investment risks associated with an investment in the Company, (ii) to the fullest extent permitted by law, the Member will hold all of the current and future shareholders, officers, and directors of all Portfolio Companies harmless and not responsible for any loss, damage, or legal liability as a result of such Member's indirect interest in such Portfolio Companies through the Company, (iii) the Member is not a shareholder of any of the Portfolio Companies as a result of his, her or its ownership of an interest in the Company, and (iv) the Member understands that the officers and directors of the Portfolio Companies will be using the capital invested by the Company in the Portfolio Companies as they determine in their sole and absolute discretion.

ARTICLE VIII
DURATION AND TERMINATION

8.1 Term. The term of the Company commenced upon the date of filing of the Certificate. The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following:

(a) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining Member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act;

(b) the entry of a decree of judicial dissolution under Section 18-802 of the Act; or

(c) the consent of the Manager.

8.2 Payments in Liquidation. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) to the creditors of the Company (other than the Members) in satisfaction of the liabilities of the Company, in the order of priority established by law, either by payment or the reasonable provision for payment thereof;

(b) to the Members, in repayment of any loans made to, or other debts owed by, the Company to such Members; and

(c) to the Members in respect of the positive balances in their applicable Capital Accounts in compliance with Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(2); and if any Member's Capital Account has a deficit balance (after giving effect to all contributions, distributions and allocations for all taxable years, including the year in which such liquidation occurs), such

Member shall not be required to contribute capital to the Company with respect to such deficit balance.

ARTICLE IX
VALUATION

9.1 In General. Subject to the specific standards set forth below in this Article IX, the valuation of securities and other assets and liabilities under this Agreement shall be at fair market value. Except as may be required under applicable Treasury Regulations, no value shall be placed on the goodwill or the name of the Company, the Company's office, records, files and statistical data or any intangible assets of the Company in the nature of or similar to goodwill in determining the value of the interest of any Member in the Company or in any accounting among the Members.

9.2 Securities. The following criteria shall be used for determining the fair market value of securities:

(a) If traded on one or more securities exchanges or quoted on the automated screen-based quotation and trade execution system operated by The NASDAQ OMX Group, Inc., or any successor thereto ("**NASDAQ**"), the value shall be deemed to be the securities' closing price on the principal of such exchanges on the valuation date.

(b) If actively traded over the counter, the value shall be deemed to be the average of the closing bid and ask prices of such securities on the valuation date.

(c) If there is no active public market, the value shall be the fair market value thereof, as determined by the Manager, taking into consideration the purchase price of the securities, developments concerning the issuer subsequent to the acquisition of the securities, any financial data and projections of the investee company provided to the Manager, any contractual restrictions on sale of the securities, indications of public float and liquidity of securities, and such other factor or factors as the Manager may deem relevant.

9.3 Adjustments. If the Manager in good faith determines that, because of special circumstances, the valuation methods set forth in this Article IX do not fairly determine the value of a security, the Manager shall make such adjustments or use such alternative valuation method as it reasonably deems appropriate.

9.4 Other Property. The Manager shall have the power at any time to determine, for all purposes of this Agreement, the fair market value of any other assets and liabilities of the Company.

ARTICLE X
RECORDS; INFORMATION

10.1 Books. The Company shall maintain complete and accurate books of account of the Company's affairs at the Company's principal office.

10.2 Tax Information. As soon as practicable after the close of each tax year of the Company, the Manager shall provide each Member with such Member's Schedule K-1 (Form 1065) and any other information reasonably necessary for the completion of U.S. federal and state tax returns.

10.3 Liability for Third Party Reports. In no event shall the Company or the Manager, or any of their respective affiliates, have any liability to any Member with respect to any information disseminated to any such Member, where such information originated from any third party, including without limitation, any entity in which the Company has made an investment, including the Portfolio Companies.

10.4 Confidentiality. This Agreement and all financial statements, tax reports, valuations, reports, reviews, analyses or other materials, and all other documents and information concerning the affairs of the Company and its investments, including, without limitation, information about the Portfolio Companies (collectively, the "**Confidential Information**"), that any Member may receive or that may be disclosed, distributed or disseminated (whether in writing, orally, electronically or by other means) to any Member or its representatives or otherwise as a result of its ownership of an interest in the Company, constitute proprietary and confidential information about the Company, the Manager and its affiliates and the Company's portfolio companies (the "**Affected Parties**"). Each Member acknowledges and agrees that the Affected Parties derive independent economic value from the Confidential Information not being generally known and that the Confidential Information is the subject of reasonable efforts to maintain its secrecy. Each Member further acknowledges and agrees that the Confidential Information is a trade secret, the disclosure of which is likely to cause substantial and irreparable competitive harm to the Affected Parties or their respective businesses. Each Member agrees to hold all Confidential Information in confidence, and not to disclose any Confidential Information to any third party without the prior written consent of the Manager. Each Member also agrees that any document constituting or containing, or any other embodiment of, any Confidential Information shall be returned to the Company upon the Manager's request. Notwithstanding any provision of this Agreement to the contrary, the Manager may withhold disclosure of any Confidential Information (other than this Agreement or tax reports) to any particular Member if the Manager reasonably determines that the disclosure of such Confidential Information to such Member may result in the general public gaining access to such Confidential Information or that such disclosure is not in the best interests of the Company or the Portfolio Companies.

ARTICLE XI
POWER OF ATTORNEY

By signing this Agreement, the Members designate and appoint the Manager as their true and lawful attorney, in their name, place, and stead to make, execute, sign, and file any amendment to the Certificate and such other instruments, documents, or certificates that may from time to time be required of the Company by the laws of the United States of America, the laws of the State of Delaware, or any other state or foreign jurisdiction in which the Company shall do business in order to qualify or otherwise enable the Company to do business in such jurisdictions. This power of attorney is coupled with an interest and shall survive and not be affected by the subsequent death, incapacity, disability, dissolution, termination or bankruptcy of the Member granting such power of attorney.

ARTICLE XII
MISCELLANEOUS

12.1 Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns, and legal representatives of the Members.

12.2 Entire Agreement. This Agreement constitutes the full, complete, and final agreement of the Members and supersedes all prior agreements between the Members with respect to the Company. Notwithstanding the provisions of this Agreement or of any Subscription Agreement of a Member, it is hereby acknowledged and agreed that the Manager on its own behalf or on behalf of the Company, without the approval of any Member or any other person, may enter into a side letter or similar agreement to or with a Member which has the effect of establishing rights under, or altering or supplementing the terms of, this Agreement or of any Subscription Agreement. The parties hereto agree that any terms contained in a such side letter or similar agreement to or with a Member shall govern with respect to such Member notwithstanding the provisions of this Agreement or of any Subscription Agreement.

12.3 Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

12.4 Amendments. This Agreement may only be amended by the written consent of the Manager and the Member's representing a majority of the aggregate Capital Commitments of all Members, provided that (i) Section 7.1 may not be amended, (ii) no amendment which affects the rights or obligations of a Member may be adopted unless such amendment by its terms deals identically with the rights and obligations of all Members, (iii) no amendment shall be made which in the opinion of counsel to the Company would cause the Company to cease to be treated as a partnership for federal income tax purposes without the written consent of all the Members entitled to vote thereon, and (iv) any provision that by its terms requires a greater vote or consent may only be amended by that greater vote or consent.

12.5 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among the residents of such state made and to be performed entirely within such state.

12.6 Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, sent by electronic mail or via facsimile, or express overnight courier service, or mailed by first class mail to the addresses set forth in the Member's Subscription Agreement hereto or to such other address as has been indicated to the Manager. Any notice shall be deemed received, unless earlier received, (i) if sent by first class mail, three days after mailing, (ii) if sent by certified or registered mail, return receipt requested, when actually received (or when delivery is refused), (iii) if sent by overnight mail or courier, when actually received (or vwhen delivery is refused), (iv) if sent by electronic or facsimile transmission, on the date sent, and (e) if delivered by hand, on the date of receipt (or when delivery is refused).

12.7 Legal Representation. Legal counsel to the Manager may also be legal counsel to the Company or any affiliate of either. The Manager may execute on behalf of the Company and the Members any consent to the representation of the Company that legal counsel may request pursuant to the California Rules of Professional Conduct or similar rules in any other jurisdiction (the "**Rules**"). Each Member acknowledges that Company legal counsel does not represent any Member and Company legal counsel shall owe no duties directly to any Member. Notwithstanding any adversity that may develop, in the event any dispute or controversy arises between any Members and the Company, or between any Members or the Company, on the one hand, and the Manager (or its

affiliates), on the other hand, then each Member agrees that Company legal counsel may represent either the Company or the Manager (or its affiliates or both), in any such dispute or controversy to the extent permitted by the Rules, and each Member hereby consents to such representation. Each Member further acknowledges that legal counsel to the Manager has represented only the interests of the Manager and not the Members in connection with the formation of the Company and the preparation and negotiation of this Agreement, and each Member acknowledges that it has been afforded the opportunity to consult with independent legal counsel with regards hereto.

12.8 Other Instruments and Acts. Each of the Manager and Members agrees to execute any other instruments and to perform any other acts that are or may be necessary or appropriate to effectuate and carry on the Company.

12.9 No Right to Partition. To the extent permitted by law, and except as otherwise expressly provided in this Agreement, the Members, on behalf of themselves and their shareholders, members, partners, heirs, executors, administrators, personal or legal representatives, successors and assigns, if any, hereby specifically renounce, waive and forfeit all rights, whether arising under contract or statute or by operation of law, to seek, bring or maintain any action in any court of law or equity for partition of the Company or any asset of the Company, or any interest which is considered to be Company property, regardless of the manner in which title to any such property may be held.

12.10 Arbitration

(a) Except as otherwise agreed to in writing by the Manager, any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement, including, without limitation, any action or claim based on tort, contract, or statute (including any claims of breach), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement (any "**Claim**"), shall be resolved by final and binding arbitration ("**Arbitration**") before a single arbitrator (the "**Arbitrator**") selected from and administered by JAMS Inc. (the "**Administrator**") in accordance with its then existing arbitration rules or procedures regarding commercial or business disputes. The Arbitration shall be held in San Francisco, California.

(b) Depositions may be taken and full discovery may be obtained in any arbitration commenced under this provision.

(c) The Arbitrator shall, within fifteen (15) calendar days after the conclusion of the Arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrator shall be authorized to award compensatory damages, but shall not be authorized (i) to award non-economic damages, such as for emotional distress, pain and suffering or loss of consortium, (ii) to award punitive damages, or (iii) to reform, modify or materially change this Agreement or any other agreements contemplated hereunder; *provided, however,* that the damage limitations described in clauses (i) and (ii) of this sentence will not apply if such damages are statutorily imposed. The Arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief the Arbitrator deems just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance.

(d) Each party shall bear its own attorneys' fees, costs, and disbursements arising out of any Arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator; *provided, however,* that the Arbitrator shall be authorized to determine whether a party is

substantially the prevailing party, and if so, to award to that substantially prevailing party reimbursement for its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses, etc.), and/or the fees and costs of the Administrator and the Arbitrator. Absent the filing of an application to correct or vacate the Arbitration award under Title 10 of the Delaware Code sections 5713 through 5717, each party shall fully perform and satisfy the Arbitration award within fifteen (15) days of the service of the award.

(e) BY AGREEING TO THIS BINDING ARBITRATION PROVISION, THE PARTIES UNDERSTAND THAT, EXCEPT AS OTHERWISE AGREED TO IN WRITING BY THE MANAGER, THEY ARE WAIVING CERTAIN RIGHTS AND PROTECTIONS WHICH MAY OTHERWISE BE AVAILABLE IF A CLAIM BETWEEN THE PARTIES WERE DETERMINED BY LITIGATION IN COURT, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO SEEK OR OBTAIN CERTAIN TYPES OF DAMAGES PRECLUDED BY THIS SECTION, THE RIGHT TO A JURY TRIAL, CERTAIN RIGHTS OF APPEAL, AND A RIGHT TO INVOKE FORMAL RULES OF PROCEDURE AND EVIDENCE.

(f) This Section 12.10 shall be construed to the maximum extent possible to comply with the laws of the State of Delaware, including, to the extent applicable, the Uniform Arbitration Act (10 Del. C. § 5701 et seq.) (the "**Delaware Arbitration Act**"). If, nevertheless, it shall be determined by a court of competent jurisdiction that any provision or wording of this Section 12.10 shall be invalid or unenforceable under the Delaware Arbitration Act, to the extent applicable, or other applicable law, such invalidity shall not invalidate all of this Section 12.10. In that case, this Section 12.10 shall be construed so as to limit any term or provision so as to make it valid or enforceable within the requirements of the Delaware Arbitration Act or other applicable law, and, in the event such term or provision cannot be so limited, this Section 12.10 shall be construed to omit such invalid or unenforceable provision.

12.11 Anti-Money Laundering. Notwithstanding any other provision of this Agreement, the Manager, in its own name and on behalf of the Company, shall be authorized without the consent of any person, including any other Member, to take such action as it determines in its sole discretion to be necessary or advisable to comply with any anti-money laundering or anti-terrorist laws, rules, regulations, directives or special measures, including the actions contemplated in any Subscription Agreement related to the Company.

12.12 Counterparts, Execution and Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or other reproduction of this Agreement may be executed by any party hereto, and an executed copy of this Agreement may be delivered by any party hereto by facsimile or similar electronic transmission device pursuant to which the signature or signatures can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of the Manager, a Member agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement of DreamFunded SOASTA Fund 1 LLC effective as of the date first written above.

MANAGER

_____
DreamFunded Management, LLC
a Delaware limited liability company

By:
Its:
Address:

HOLDINGS VEHICLE

_____
DreamFunded Holding, LLC
a Delaware limited liability company

By:
Its:
Address:

MEMBER

_____
(Print Name)

By: _____

Name: _____

Title: _____