

SUBSCRIPTION AGREEMENT

FOR

US Nanotechnology Fund A LLC

US Nanotechnology Fund A LLC

Dear Recipient:

US Nanotechnology Fund A LLC (the “**Company**”) is offering (the “**Offering**”) through GET Resources Group LLC., as the Placement Agent of the Offering (“**GET**” or the “**Placement Agent**”), a minimum of 100 (\$100,000) of the Company’s Class A Member Interests (the “**Class A Interests**”) (the “**Minimum Offering Amount**”) and a maximum of 50,000 (\$50,000,000) Class A Interests (the “**Maximum Offering Amount**”) on a “*reasonable efforts all-or-none*” basis as to the Minimum Offering Amount and a “best efforts” basis thereafter up to the Maximum Offering Amount. If the Offering is over-subscribed, the Company reserves the right to sell up to an additional 5,000 Class A Interests for gross proceeds of up to \$5,000,000 (the “**Over-Subscription Amount**”). The Class A Interests are being offered pursuant to the offering terms set forth in the US Nanotechnology Fund A LLC Private Placement Memorandum, dated January 27th, 2023, as may be further amended and/or supplemented, from time to time (collectively, the “**Memorandum**”). The minimum amount that may be purchased is five (5) Class A Interests for \$5,000 (the “**Minimum Investment Amount**”), provided that the managing member of the Company (the “**Managing Member**”) and the Placement Agent may accept subscriptions for less than the Minimum Investment Amount in their sole discretion. The Company must receive and accept subscriptions for the Minimum Offering Amount in order to effectuate the first closing (the “**First Closing**”). After the First Closing, the Managing Member may have one or more additional closings (each subsequent closing, a “**Closing**”) on subscriptions in this Offering up to the Maximum Offering Amount, and thereafter, if necessary, up to the Over-Subscription Amount. Subscriptions for Class A Interests will be made in accordance with and subject to the terms and conditions of the Subscription Agreement and the Memorandum.

The Managing Member and the Placement Agent reserve the right (but are not obligated) to purchase and/or have their respective employees, agents, officers, directors and affiliates purchase Class A Interests in the Offering and all such purchases will be counted towards the Minimum Offering Amount.

The Offering will commence on the date of the Memorandum. If the First Closing is not completed on or before May 29, 2023, unless extended to October 29, 2023 (the “**Offering Period**”), in the mutual discretion of the Managing Member and the Placement Agent, the Offering will terminate. In the event that the Offering is terminated, the Company will refund all such subscription funds, without deduction and/or interest accrued thereon to each such prospective investor. If the Managing Member and the Placement Agent reject a subscription, either in whole or in part (which decision is in their sole discretion), the rejected subscription funds or the rejected portion thereof will be returned promptly to such prospective investor without interest accrued thereon.

The terms of the Offering are more completely described in the Memorandum and such terms are incorporated herein in their entirety. Certain capitalized terms used, but not otherwise defined herein, will have the respective meanings provided in the Memorandum.

The information requested in this Subscription Agreement is needed in order to ensure compliance with the appropriate regulations and to determine: (1) whether an investment in the Company is suitable in light of the Purchaser’s (defined below) financial position, (2) whether the Purchaser meets certain minimum net worth tests to be deemed an “accredited investor” as defined by Regulation D, Rule 506(c), promulgated by the Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933, as amended (the “**Securities Act**”), and (3) whether the Purchaser has such knowledge and experience in financial and business matters that it is capable

of evaluating the merits and risks of the investment and is able to understand the investment objectives of the Company and the risks associated therewith.

1. **Subscription.** The undersigned (the “**Purchaser**”) subscribes for and agrees to purchase the number of Class A Interests set forth on the signature page to this Subscription Agreement at a purchase price equal to \$1,000 per Class A Interest.

2. **Membership in the Company.** The Purchaser agrees to become a Member of the Company and to make a capital contribution to the Company on the terms provided for in this Subscription Agreement, in the Memorandum and in the Company’s operating agreement (the “**Operating Agreement**”). The Purchaser hereby acknowledges and agrees that as a condition to the Purchaser’s being issued Class A Interests, the Purchaser will be required to execute the Member Signature Page attached hereto and that execution of the Member Signature Page attached hereto constitutes its execution of the Operating Agreement. The Purchaser further acknowledges and agrees that by its completion and execution of this Subscription Agreement, and upon acceptance and execution of this Subscription Agreement by the Company, the Purchaser shall be a Member of the Company and a party to the Operating Agreement and shall be bound by its terms.

3. **Payment; Deliveries.** The Purchaser will immediately make a transfer, or equivalent payment to the Banking Agent (i.e. Plaid, Dwolla) for US Nanotechnology Fund A LLC, in the full amount of the purchase price of the Class A Interests being subscribed for. All wire transfer payments must be net of any wire transfer fees assessed to Purchaser. Together with the check for, or wire transfer of the full purchase price, the Purchaser is delivering a completed and executed Signature Page to this Subscription Agreement and a completed and executed Signature Page to the Company’s Operating Agreement along with a completed and executed Accredited Investor Certification, which is annexed hereto.

4. **Deposit of Funds.** All payments made as provided in **Section 3** hereof will be held by Company or such other Banking Agent appointed by the Placement Agent and the Company, in a non-interest bearing account. In the event that the Company does not effect the before the termination of the Offering Period, the Offering is terminated or the Minimum Offering Amount is not subscribed for and accepted, the Company will refund all subscription funds, without deduction and/or interest accrued thereon, and this Subscription Agreement will thereafter be of no further force or effect.

5. **Acceptance of Subscription.** The Purchaser understands and agrees that the Company and the Placement Agent, in their mutual discretion, reserve the right to accept or reject this or any other subscription for the Class A Interests, in whole or in part, notwithstanding prior receipt by the Purchaser of notice of acceptance of this or any other subscription. The Company will have no obligation hereunder until the Company executes and delivers to the Purchaser an executed copy of this Subscription Agreement. If Purchaser’s subscription is rejected in whole, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement will thereafter be of no further force or effect. If the Purchaser’s subscription is rejected in part, the funds for the rejected portion of such subscription will be returned without interest, penalty, expense or deduction, and this Subscription Agreement will continue in full force and effect to the extent such subscription was accepted.

6. **Representations and Warranties of the Purchaser.** The Purchaser hereby acknowledges, represents and warrants to, and agrees with, the Company as follows:

(a) The Class A Interests offered pursuant to the Memorandum have not been and will not be registered under the Securities Act or any state securities laws. The Purchaser understands that the offering and sale of the Class A Interests is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) thereof and the provisions of Rule 506(c) of Regulation D promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

(b) Prior to the execution of this Subscription Agreement, the Purchaser and the Purchaser’s attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, “**Advisors**”), have received and have carefully reviewed the Memorandum, the Operating Agreement, this Subscription

Agreement (collectively, the “**Offering Documents**”) and all other documents requested by the Purchaser or its Advisors, if any, and understand the information contained therein. The Purchaser is satisfied that it has received adequate information with respect to all matters which it or its Advisors, if any, consider material to its decision to make this investment. The Purchaser recognizes that the Company is a newly formed Delaware limited liability company with no financial or operating history and that the Company’s proposed investments, as described in the Memorandum, involve a high degree of risk. The Purchaser and the Purchaser’s Advisors, if any, acknowledge and understand that the Company may not be able to locate and acquire Issuer Securities and other Portfolio Securities interests at advantageous prices, if at all, and that the Company may not be able to make any such purchases.

(c) The Purchaser hereby acknowledges that the Purchaser has been advised that there will be no disclosure materials of any kind regarding any Issuer, Issuer Securities or any other Portfolio Securities provided by any Issuer, the Company, the Managing Member, the Placement Agent, or any of their respective officers, directors, employees or related parties in connection with the Offering.

(d) The Purchaser hereby acknowledges that the Purchaser is purchasing the Class A Interests based on its own assessment and knowledge of the Company and its Investment Objectives.

(e) Neither the Commission nor any state securities commission has approved or disapproved of the Class A Interests or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the Memorandum. The Memorandum has not been reviewed by any Federal, state or other regulatory authority. Any representation to the contrary is a criminal offense.

(f) All documents, records, and books pertaining to the investment in the Class A Interests including, but not limited to, all information regarding the Company and the Operating Agreement, have been made available for inspection and reviewed by the Purchaser and its Advisors, if any.

(g) The Purchaser and its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Managing Member concerning, among other related matters, the Offering, the Class A Interests, the Offering Documents and the Company’s Investment Objectives and all such questions have been answered to the full satisfaction of the Purchaser and its Advisors, if any.

(h) The Purchaser has not reproduced, duplicated or delivered the Memorandum or this Subscription Agreement to any other person, except to professional advisers to the Purchaser or as instructed by the Managing Member and/or the Placement Agent

(i) The Purchaser understands the compensation arrangement between the Company and the Managing Member set forth in the Operating Agreement and the Memorandum and understands the Management Fee and the Administrative Fee as described in the Memorandum.

(j) In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the Memorandum or as contained in documents so furnished to the Purchaser or its Advisors, if any, by the Managing Member in writing.

(k) The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Class A Interests through, or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or over the Internet, in connection with the offering and sale of the Class A Interests and is not subscribing for Class A Interests and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally.

(l) The Purchaser has taken no action which would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Subscription Agreement or the transactions contemplated hereby (other than fees to be paid by the Company to the Placement Agent, as described in the Memorandum).

(m) The Purchaser, either alone or together with its Advisors, if any, has sufficient knowledge and experience in financial, tax and business matters, and, in particular, investments in securities, such that the Purchaser is capable of utilizing the information made available to it in connection with the Offering to evaluate the merits and risks of the Purchaser's investment in the Class A Interests and the Company and has obtained, in the Purchaser's judgment, sufficient information from the Managing Member or its Advisors, if any, to evaluate the merits and risks of such investment and to make an informed investment decision with respect thereto. The Purchaser has evaluated the risks of investing in the Company, is able to bear such risks, and has determined that the Class A Interests are a suitable investment for the Purchaser.

(n) The Purchaser is not relying on the Company, the Managing Member, the Placement Agent or any of their respective employees or agents with respect to the legal, tax, economic and related considerations of an investment in the Class A Interests, and the Purchaser has relied on the advice of, or has consulted with, only its own Advisors, if any.

(o) The Purchaser is acquiring the Class A Interests solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Class A Interests and the Purchaser has no plans to enter into any such agreement or arrangement.

(p) The Purchaser has carefully read and considered the Company's Investment Objectives and understands and agrees that the purchase of the Class A Interests is a high risk investment. The Purchaser has carefully read and considered the matters set forth in the Memorandum and, in particular, the matters under the caption "Risk Factors" therein and understands any of such risk may materially adversely affect the Company's results, the value of the Class A Interests and/or future prospects. The Purchaser is able to afford an investment in a speculative venture having the risks and Investment Objectives of the Company.

(q) The Purchaser understands and agrees that it must bear the substantial economic risks of its investment in the Class A Interests and, correspondingly, the Investment Objectives of the Company, indefinitely because the Class A Interests may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. The Purchaser also understands that sales or transfers of the Class A Interests are further restricted by the provisions of the Operating Agreement. Legends will be placed on the certificates representing the Class A Interests to the effect that they have not been registered under the Securities Act or applicable state securities laws and that sales or transfers of the Class A Interests are further restricted by the provisions of the Operating Agreement and appropriate notations thereof will be made in the Company's books. It is not anticipated that there will be any market for resale of the Class A Interests, and such securities will not be freely transferable at any time.

(r) The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity from its investment in the Class A Interests for an indefinite period of time.

(s) The Purchaser is (a) an "accredited investor" within the meaning of Regulation D, Rule 506(c), promulgated by the Commission under the Securities Act; and (b) has truthfully and accurately completed the Accredited Investor Certification attached to this Subscription Agreement and will submit to the Company such further assurances of such status as may be reasonably requested by the Company.

(t) The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, or limited liability company or partnership, or association, joint stock company, trust,

unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Class A Interests, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Class A Interests, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (iii) if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom the Purchaser is executing this Subscription Agreement, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription Agreement and make an investment in the Company, and represents that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound.

(u) The Purchaser represents to the Company that any information which the undersigned has heretofore furnished or is furnishing herewith to the Company is complete and accurate and may be relied upon by the Company in determining the availability of an exemption from registration under Federal and state securities laws in connection with the offering of Class A Interests as described in the Memorandum.

(v) The Purchaser has significant prior investment experience, including investment in non-listed and non-registered securities. The Purchaser has a sufficient net worth to sustain a loss of its entire investment in the Company in the event such a loss should occur. The Purchaser's overall commitment to investments which are not readily marketable is not excessive in view of the Purchaser's net worth and financial circumstances and the purchase of the Class A Interests will not cause such commitment to become excessive. This investment is a suitable one for the Purchaser.

(w) The Purchaser acknowledges that any and all estimates or forward-looking statements or projections included in the Memorandum were prepared by the Managing Member in good faith, but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed, will not be updated by the Managing Member and should not be relied upon. The Purchaser further acknowledges that any and all information included in the Memorandum regarding the historical performance of the Managing Member is not necessarily indicative of future performance.

(x) No oral or written representations have been made, or oral or written information furnished, to the Purchaser or its Advisors, if any, in connection with the offering of the Class A Interests which are in any way inconsistent with the information contained in the Memorandum.

(y) Within five (5) days after receipt of a request from the Company, the Purchaser will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(z) THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR

ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

(aa) **Benefit Plan Representations.** If the Purchaser is a corporation, partnership, limited liability company, trust or other entity and the Purchaser is not an employee benefit plan (an “**Employee Benefit Plan**”) as defined under the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), less than twenty five percent (25%) of the value of each class of equity interests in the Purchaser (excluding from the computation interests of any individual or entity with discretionary authority or control over the assets of the Purchaser) is held by “**Benefit Plan Investors**”, as that term is defined in the regulations promulgated under ERISA. If the Purchaser is such an entity and at any time twenty five percent (25%) or more of such value is or comes to be held by Benefit Plan Investors (a “**25% Plan Owned Purchaser**”), the Purchaser shall forthwith notify the Company in writing that the Purchaser has become a 25% Plan Owned Purchaser. If the Purchaser is or becomes a 25% Plan Owned Purchaser or an Employee Benefit Plan, the Purchaser understands and agrees that (i) its subscription may be reduced by the Managing Member (in any manner that the Managing Member considers appropriate) to an amount that, when aggregated with all other Benefit Plan Investors participation in the Company is less than twenty five percent, and (ii) notwithstanding anything herein to the contrary, the Managing Member shall have the right to cause the involuntary disassociation of a Member as provided in the Operating Agreement.

(bb) If the Purchaser is an Employee Benefit Plan or a 25% Plan Owned Purchaser, the person signing this Subscription Agreement on behalf of such Purchaser also makes the following representations and warranties:

(i) If the Purchaser is an Employee Benefit Plan, the person executing this Subscription Agreement is either a named fiduciary of the Employee Benefit Plan (as defined in ERISA) or an investment manager of the Employee Benefit Plan (as defined in ERISA) with full authority under the terms of the Employee Benefit Plan and full authority from all Employee Benefit Plan beneficiaries, if required, to cause the Employee Benefit Plan to invest in the Partnership. Such investment has been duly approved by all other named fiduciaries whose approval is required, if any, and is not prohibited or restricted by any provisions of the Employee Benefit Plan or of any related instrument.

(ii) Such person has independently determined that the investment by the Employee Benefit Plan or 25% Purchaser in the Partnership satisfies all requirements of section 404(a)(1) of ERISA, specifically including the “prudent man” standards of section 404(a)(1)(B) and the “diversification” standard of section 404(a)(1)(C), and will not be prohibited under any of the provisions of section 406 of ERISA or section 4975(c)(1) of the Code. Such person has requested and received all information from the Managing Member that such person, after due inquiry, considered relevant to such determinations. In determining that the requirements of section 404(a)(1) are satisfied, such person has taken into account the risk of a loss of the Employee Benefit Plan's or 25% Purchaser's investment and that an investment in the Company will be relatively illiquid, and funds so invested will not be readily available for the payment of employee benefits. Taking into account these factors, and all other factors relating to the Company, the undersigned has concluded that investment in the Company constitutes an appropriate part of the Employee Benefit Plan's or 25% Purchaser's overall investment program.

(iii) Such person will notify the Managing Member, in writing, of (A) any termination, merger or consolidation of the Employee Benefit Plan or the 25% Purchaser, (B) any amendment to any such Employee Benefit Plan or any related instrument that materially affects the authority of any named fiduciary or investment manager to authorize plan investments, and (C) any alteration in the identity of any named fiduciary or investment manager, including such person, who has the authority to approve plan investments.

(iv) Such person acknowledges that neither the Managing Member nor any of its affiliates provided any investment advice to Employee Benefit Plan or any Employee Benefit Plan investing in the 25% Plan Owned Purchaser with respect to the Company and neither the Managing Member

nor any of its affiliates provides any investment advice to any such Employee Benefit Plan or any Employee Benefit Plan investing in the 25% Owned Purchaser that serves as the primary basis of any investment decisions such Purchaser makes as to any of its assets that would be invested in the Company.

(v) The Purchaser agrees to notify the Company within thirty (30) days if any of the foregoing representations are no longer true. If the Managing Member or any officer, director, employee or agent of the Managing Member is ever held to be a fiduciary, it is agreed that, in accordance with sections 405(b)(1), 405(c)(2), and 405(d) of ERISA, the fiduciary responsibilities of that person shall be limited to such person's duties in administering the business of the Company, and such person shall not be responsible for any other duties with respect to any Employee Benefit Plan or any Employee Benefit Plan investing in the 25% Plan Owned Purchaser (specifically including evaluating the initial or continued appropriateness of any such Employee Benefit Plan's investment in the Company under section 404(a)(1) of ERISA).

(cc) The Purchaser has read in its entirety the Memorandum and all exhibits thereto, including, but not limited to, the Operating Agreement and all information relating to the Company, the Class A Interests and the Investment Objectives of the Company and understands fully to its full satisfaction all information included in the Memorandum including, but not limited to, the Section entitled "Risk Factors."

(dd) The Purchaser understands that the Company will not register as an investment company under the Investment Company Act, by reason of the provisions of Section 3(c)(1) thereof, which excludes from the definition of an investment company any issuer which has not made and does not presently propose to make a public offering of its securities and whose outstanding securities are beneficially owned by not more than 100 persons.

(ee) If the Subscriber is not a natural person, the Subscriber hereby certifies that:

(i) it is "one person" for purposes of Section 3(c)(1) of the Investment Company Act;

(ii) it was not formed for the purpose of investing in the Company nor did or will the shareholders, members, partners or grantor, as the case may be, of the Subscriber entity contribute additional capital for the purpose of purchasing interests;

(iii) its shareholders, partners, beneficiaries or members are not permitted to opt in or out of particular investments made by the Subscriber, and each such person participates in investments made by the Subscriber pro rata in accordance with its interests in the Subscriber; and

(iv) if the Subscriber is subscribing to purchase interests in excess of 10% (ten percent) of the aggregate capital contributions made to the Company, the Subscriber is not an investment company within the meaning of the Investment Company Act;

7. Representations and Warranties of the Company. The Company hereby acknowledges, represents, warrants, and agrees as follows:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware with the requisite limited liability company power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is, or will be prior to the closing of this Offering, duly qualified to conduct business and is in good standing as a foreign limited liability company in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would

not result in a material adverse effect on (i) the legality, validity or enforceability of the Offering Documents, or (ii) on the results of operations, assets, business or financial condition of the Company.

(b) The Company has the requisite limited liability company power and authority to enter into and to consummate the transactions contemplated by each of the Offering Documents and otherwise to carry out its obligations thereunder.

(c) The execution, delivery and performance of the Offering Documents by the Company and the consummation by the Company of the transactions contemplated thereby, do not and will not (i) conflict with or violate any provision of the Company's certificate of formation or its Operating Agreement (collectively, the "**Internal Documents**"), (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, or other understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected.

8. Indemnification. The Purchaser agrees to indemnify and hold harmless the Company, the Placement Agent, the Managing Member and each of their respective officers, directors, managers, employees, agents, attorneys, control persons and affiliates from and against all losses, liabilities, claims, damages, costs, fees and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscription Agreement.

9. Irrevocability; Binding Effect. The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement will survive the death or disability of the Purchaser and will be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives, and permitted assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder will be joint and several and the agreements, representations, warranties and acknowledgments herein will be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, legal representatives and permitted assigns.

10. Modification. This Subscription Agreement will not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

11. Notices. Any notice or other communication required or permitted to be given hereunder will be in writing and will be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party will have furnished in writing in accordance with the provisions of this **Section 11**). Any notice or other communication given by certified mail will be deemed given at the time of certification thereof, except for a notice changing a party's address which will be deemed given at the time of receipt thereof.

12. Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the Class A Interests will be made only in accordance with all applicable laws.

13. Applicable Law. This Subscription Agreement will be governed by and construed under the laws of the State of South Carolina as applied to agreements among South Carolina residents entered into and to be performed entirely within South Carolina. Each of the parties hereto (1) agree that any legal suit, action or proceeding arising out of or relating to this Agreement will be instituted exclusively in the courts of South Carolina, (2) waive any objection which Company may have now or hereafter to the venue of any such suit, action or proceeding, and (3) irrevocably

consent to the jurisdiction of the courts of South Carolina in any such suit, action or proceeding. Each of the parties hereto further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the courts of South Carolina and agree that service of process upon it mailed by certified mail to its address will be deemed in every respect effective service of process upon it, in any such suit, action or proceeding. THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SUBSCRIPTION AGREEMENT OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY.

14. **Blue Sky Qualification.** The purchase of Class A Interests under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Class A Interests from applicable Federal and state securities laws. The Company will not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company will be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

15. **Use of Pronouns.** Whenever a pronoun of any gender or number is used herein, it shall, where appropriate, be deemed to include any other gender and number.

16. **Confidentiality.** The Purchaser acknowledges and agrees that any information or data the Purchaser has acquired from or about the Company not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any trade or business secrets of the Company and any business materials that are treated by the Company as confidential or proprietary, including, without limitation, confidential information obtained by or given to the Company about or belonging to third parties.

17. **Miscellaneous.**

(a) This Subscription Agreement, together with the other Offering Documents, constitute the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

(b) Each of the Purchaser's and the Company's representations and warranties made in this Subscription Agreement will survive the execution and delivery hereof and delivery of the Class A Interests for a period of twelve (12) months from the date of issuance.

(c) Each of the parties hereto will pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

(d) This Subscription Agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which will together constitute one and the same instrument.

(e) Each provision of this Subscription Agreement will be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality will not impair the operation of or affect the remaining portions of this Subscription Agreement.

(f) Paragraph titles are for descriptive purposes only and will not control or alter the meaning of this Subscription Agreement as set forth in the text.

18. **Signature Page.** It is hereby agreed that the execution by the Purchaser of this Subscription Agreement, in the place set forth herein, will constitute agreement to be bound by the terms and conditions hereof.

US NANOTECHNOLOGY FUND A LLC “ACCREDITED INVESTOR” CHECKLIST

For Purchasers that are Natural Persons Only - (One or More are Required)

_____ I have a net worth (excluding the value of my primary residence) in excess of \$1 million either individually or through aggregating my individual holdings and those in which I have a joint, community property or other similar shared ownership interest with my spouse.

_____ I have had an annual gross income for the past two years of at least \$200,000 (or \$300,000 jointly with my spouse) and expect my income (or joint income, as appropriate) to reach the same level in the current year.

For Purchasers that are Entities Only - (One or More are Required)

_____ The undersigned certifies that it is a partnership, corporation, limited liability company or business trust that is 100% owned by persons who meet either of the criteria for Accredited Investor Individual Investors.

_____ The undersigned certifies that it is a partnership, corporation, limited liability company or business trust that has total assets of at least \$5 million and was not formed for the purpose of investing in the Company.

_____ The undersigned certifies that it is an employee benefit plan whose investment decision is made by a plan fiduciary (as defined in ERISA §3(21)) that is a bank, savings and loan association, insurance company or registered investment adviser.

_____The undersigned certifies that it is an employee benefit plan whose total assets exceed \$5,000,000 as of the date of the Subscription Agreement.

_____The undersigned certifies that it is a self-directed employee benefit plan whose investment decisions are made solely by persons who meet either of the criteria for Individual Investors, above.

_____The undersigned certifies that it is a U.S. bank, U.S. savings and loan association or other similar U.S. institution acting in its individual or fiduciary capacity.

_____The undersigned certifies that it is a broker-dealer registered pursuant to §15 of the Securities Exchange Act of 1934.

_____The undersigned certifies that it is an organization described in §501(c)(3) of the Internal Revenue Code with total assets exceeding \$5,000,000 and not formed for the specific purpose of investing in the Company.

_____The undersigned certifies that it is a trust with total assets of at least \$5,000,000, not formed for the specific purpose of investing in Company, and whose purchase is directed by a person with such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.

_____The undersigned certifies that it is a plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, and which has total assets in excess of \$5,000,000.

_____The undersigned certifies that it is an insurance company as defined in § 2(a)(13) of the Securities Act of 1933, as amended, or a registered investment company.

MEMBERS SIGNATURE PAGE

By signing via our website and/or its subpages, www.thisisget.com, the undersigned hereby agrees that effective as of the date of the undersigned's admission to US Nanotechnology Fund A, LLC as a Class A Member, they: (i) shall be bound by each and every term and provision of the Operating Agreement of US Nanotechnology Fund A LLC, as the same may be duly amended from time to time in accordance with the provisions thereof and (ii) shall become and be a party to said Operating Agreement.