**INVESTMENT LETTER**

**In Connection with the Acquisition of Shares in**

**Corporation**

Corporation

Gentlemen:

In connection with receipt by the undersigned (the “***Subscriber***”) of Seven Million Seven Hundred Fifty-five Thousand (7,755,000) shares of Corporation (the “***Company***”) Common Stock, the Subscriber hereby represents to the Company that such shares are being acquired for investment and not with a view to, or for resale in connection with, any distribution of such shares within the meaning of the Securities Act of 1933, as amended (the “***Act***”), or any applicable state securities laws.

By such representation, the Subscriber means that the Subscriber intends to hold such shares for investment for its own account, and that the Subscriber does not have any present intention of disposing of all or any part of such shares at any particular future time or upon the occurrence of any particular or presently foreseeable event. The Subscriber understands that these shares will not be transferable merely upon the occurrence of a change in its personal circumstances.

The Subscriber understands that the shares being issued to the Subscriber have not been registered under the Act, or any applicable state securities laws, by reason of a specific exemption under the provisions of such laws, which depends upon its intent. The Subscriber agrees that an appropriate restrictive legend shall be placed on the certificates issued to the Subscriber, referring to or stating explicitly the following restrictions on transfer to which the Subscriber hereby agrees:

The securities represented by this certificate have not been registered under the Securities Act of 1933 or any applicable state securities laws and may be transferred only on one of the following conditions:

1. The securities have been made subject to effective registration under the Securities Act of 1933 and any applicable state securities laws;
2. The Company has received an opinion of counsel satisfactory to the Company that such stock may be transferred without registration under said Act or such laws; or
3. The Securities and Exchange Commission and any applicable state securities regulatory agency have issued in respect to such transfer a “no action” letter or equivalent interpretive opinion.

The Subscriber also agrees that the Company’s transfer agent will be instructed not to transfer the shares represented by the certificates without the satisfaction of one of the above conditions.

The Subscriber recognizes that the Subscriber has no right to require registration of the above-mentioned securities under any applicable securities laws.

The Subscriber hereby agrees to indemnify the Company against and to hold the Company harmless from any and all liabilities, claims, losses, costs and expenses (including, without limitation, counsel fees and disbursements) that may be asserted against the Company or incurred by the Company in the event that any representation or agreement made herein shall be untrue or shall be breached.

By accepting the shares, the Subscriber agrees that, in connection with an initial public offering and upon request of the Company or one or more of the underwriters managing any underwritten offering of the Company’s securities, the Subscriber will not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Company or such managing underwriters. The Subscriber also agrees to execute an agreement reflecting and confirming the foregoing as may be requested by the underwriters at the time of the initial public offering. To enforce this agreement, the Company may impose stop-transfer instructions to its transfer agent with respect to securities held by the Subscriber until the end of such period.

DATED: \_\_\_\_\_\_\_\_\_ \_\_, 20\_\_.

Very truly yours,

Printed Name

Address: ­

Tax ID No.