

## SUBSCRIPTION AGREEMENT

**THIS SUBSCRIPTION AGREEMENT** (this “**Agreement**”), is dated as of \_\_ \_\_, 2016, by and between Varsity Housing LLC, a Delaware limited liability company (the “**Company**”), and the subscriber named on the signature page attached hereto (“**Subscriber**”).

**WHEREAS**, the offering of the membership interests of the Company (the “**Offering**”) is in reliance upon an exemption from registration pursuant to Section 4(a)(2) (specifically Rule 506(c) of Regulation D (“**Regulation D**”)) of the Securities Act of 1933, as amended (the “**Securities Act**”) as promulgated by the United States Securities and Exchange Commission (the “**Commission**”);

**WHEREAS**, the parties desire that, upon the terms and subject to the conditions contained herein, the Company shall issue and sell to Subscriber, and Subscriber shall purchase the membership interests of the Company (the “**Membership Interests**” or the “**Securities**”) at the purchase price set forth on the signature page hereto. All funds received in the Offering shall be promptly transmitted to a segregated account of the Company until such time as the Company conducts a Closing (as defined below) with respect to such funds.

**WHEREAS**, in accordance with the Company’s Limited Liability Company Operating Agreement, entered into herewith (“**Operating Agreement**”), Meixin Management LLC is the Company’s managing member (“**Managing Member**”); and

**WHEREAS**, the Investor has been furnished the Confidential Private Placement Memorandum of the Company (as amended, modified or supplemented from time to time, the “**Memorandum**”, and collectively with Operating Agreement, the “**Offering Materials**”).

**NOW, THEREFORE**, in consideration of the premises above, which are incorporated in this Agreement as if fully set forth below, and the mutual covenants and other agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Subscriber hereby agree as follows:

1. Acceptance and Rejection; Closing; Conditions.

(a) Acceptance or Rejection.

(i) Upon execution, Subscriber’s obligation to purchase the Membership Interests shall be irrevocable, and Subscriber shall be legally bound to purchase the Membership Interests subject to the terms set forth in this Agreement.

(ii) Subscriber understands and agrees that the Company reserves the right to reject this subscription for Membership Interests in whole or part in any order at any time prior to the closing of the Offering (the “**Closing**”) of the purchase and sale of the Membership Interests for any or no reason, notwithstanding Subscriber’s prior receipt of notice of acceptance of Subscriber’s subscription.

(iii) In the event of rejection of this subscription by the Company in accordance with this Section 1(a), or the sale of the Membership Interests is not consummated for any reason, this Agreement and any other agreement entered into between Subscriber and the Company relating to this subscription shall thereafter have no force or effect, and the Company shall promptly return or cause to be

returned to Subscriber the purchase price remitted to the Company, without interest thereon or deduction therefrom.

(b) Closing. The Closing shall take place on or before [October 1], 2016 (unless extended for an addition sixty (60) days at the direction of the Managing Member) or such earlier time as is determined by the Managing Member.

(d) Subscription. Subscriber hereby subscribes for and agrees to the purchase dollar amount of Membership Interests indicated on the signature page hereof on the terms and conditions described herein. ~~The minimum dollar amount of Membership Interests that may be purchased by Subscriber is Ten Thousand Dollars (\$10,000), unless such minimum is waived by the Managing Members at its sole discretion.~~

(e) Purchase of Securities. Subscriber's delivery of this Agreement to the Company shall be accompanied by payment for the Membership Interests subscribed for hereunder, payable in United States dollars, by check or wire transfer to an account identified by the Company. Subscriber understands and agrees that, subject to the terms of this Agreement and applicable laws, by executing this Agreement, he, she or it is entering into a binding agreement.

2. Representations and Warranties of Subscriber. Subscriber represents and warrants to the Company as follows:

(a) Subscriber understands that the Securities are not presently registered and the Company has no obligation to register the Securities or assist Subscriber in obtaining an exemption from registration. Subscriber understands that the Securities will not be registered under the Securities Act on the ground that the issuance thereof is exempt under Section 4(a)(2) and Regulation D of the Securities Act as a transaction by an issuer not involving any public offering and that, in the view of the Commission, the statutory basis for the exception claimed would not be present if any of the representations and warranties of Subscriber contained in this Subscription Agreement or those of other purchasers of the Securities are untrue or, notwithstanding Subscriber's representations and warranties, Subscriber currently has in mind acquiring any of the Securities for resale upon the occurrence or non-occurrence of some predetermined event. Subscriber also understands that the Company is not, and will not be, registered under the U.S. Investment Company Act of 1940, as amended.

(b) Subscriber is (x) an "accredited investor," as that term is defined in Regulation D or a "qualified purchaser," as that term is defined in the Investment Company Act of 1940, as amended and (y) has not been formed or recapitalized for the purpose of making an investment in the Company. Subscriber is purchasing the Securities subscribed for hereby for investment purposes and not with a view to distribution or resale, nor with the intention of selling, transferring or otherwise disposing of all or any part thereof for any particular price, or at any particular time, or upon the happening of any particular event or circumstance, except selling, transferring, or disposing the Securities made in full compliance with all applicable provisions of the Securities Act, the rules and regulations promulgated by the Commission thereunder, and applicable state securities laws; and that an investment in the Securities is not a liquid investment.

(c) Subscriber acknowledges that there exists no public market for the Securities, that no such public market may develop in the future, the Securities, when issued, will be "restricted securities" and as a result, Subscriber acknowledges that the Securities must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from such registration is available. Subscriber is aware of the provisions of Rule 144 promulgated under the Securities Act which permit resales of common stock purchased in a private placement subject to certain limitations and to the satisfaction of

certain conditions provided for thereunder, including, among other things, the existence of a public market for the common stock, the availability of certain current public information about the Company, the resale occurring not less than one year after a party has purchased and paid for the security to be sold, the sale being effected through a “broker’s transaction” or in transactions directly with a “market maker” and the number of shares of common stock being sold during any three-month period not exceeding specified limitations.

(d) Subscriber acknowledges that Subscriber has had the opportunity to ask questions of, and receive answers from the Company or any authorized person acting on their behalf concerning the Company (including, without limitation, as described in the Offering Materials) and to obtain any additional information, to the extent possessed by the Company (or to the extent it could have been acquired by the Company without unreasonable effort or expense) necessary to verify the accuracy of the information received by Subscriber. In connection therewith, Subscriber acknowledges that Subscriber has had the opportunity to discuss the Company’s business, management and financial affairs with the Company’s management or any authorized person acting on its behalf. Subscriber has received and reviewed all the information concerning the Company and the Securities, both written and oral, that Subscriber desires (including, without limitation, the Offering Materials). Without limiting the generality of the foregoing, Subscriber has been furnished with or has had the opportunity to acquire, and to review all information, both written and oral, that Subscriber desires with respect to the Company’s business, management, financial affairs, prospects and risks. Subscriber acknowledges and agrees that the Managing Member has conducted limited due diligence and the information provided in the Offering Materials with respect to the business plans do not purport to be exhaustive or complete. In determining whether to make this investment, Subscriber has relied solely on Subscriber’s own knowledge and understanding of the Company and its businesses based upon Subscriber’s own due diligence investigations and the information furnished pursuant to this paragraph.

(e) Subscriber has all requisite legal and other power and authority to execute and deliver this Subscription Agreement and to carry out and perform Subscriber’s obligations under the terms of this Subscription Agreement. This Subscription Agreement constitutes a valid and legally binding obligation of Subscriber, enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other general principals of equity, whether such enforcement is considered in a proceeding in equity or law.

(f) Subscriber has carefully considered and has discussed with Subscriber’s legal, tax, accounting and financial advisors, to the extent Subscriber has deemed necessary, the suitability of this investment and the transactions contemplated by this Subscription Agreement for Subscriber’s particular federal, state, local and foreign tax and financial situation and has independently determined that this investment and the transactions contemplated by this Subscription Agreement are a suitable investment for Subscriber. Subscriber has relied solely on such advisors and not on any statements or representations of the Company or any of its agents. Subscriber understands that Subscriber (and not the Company) shall be responsible for Subscriber’s own tax liability that may arise as a result of this investment or the transactions contemplated by this Subscription Agreement.

(g) This Subscription Agreement does not contain any untrue statement of a material fact or omit any material fact concerning Subscriber.

(h) There are no actions, suits, proceedings or investigations pending against Subscriber or Subscriber’s assets before any court or governmental agency (nor, to Subscriber’s knowledge, is there any threat thereof) which would impair in any way Subscriber’s ability to enter into and fully perform Subscriber’s commitments and obligations under this Subscription Agreement or the transactions

contemplated hereby.

(i) The execution, delivery and performance of and compliance with this Subscription Agreement and the issuance of the Securities will not result in any violation of, or conflict with, or constitute a default under, any of Subscriber's articles of incorporation, by-laws, operating agreement, partnership agreement, or trust agreement, if applicable, or any agreement to which Subscriber is a party or by which it is bound, nor result in the creation of any mortgage, pledge, lien, encumbrance or charge against any of the assets or properties of Subscriber or the Securities. If Subscriber is an individual, Subscriber has legal capacity to execute and deliver this Subscription Agreement.

(j) Subscriber acknowledges that an investment in the Securities is speculative and involves a high degree of risk and that Subscriber can bear the economic risk of the purchase of the Securities, including a total loss of his/her/its investment without a change in Subscriber's lifestyle whatsoever. Subscriber's eligibility to invest does not mean that the investment is suitable for Subscriber's risk tolerances and investment objectives. Subscriber will bear all of the costs, fees and expenses incurred by Subscriber in connection with this subscription, whether or not such subscription is accepted or rejected by the Managing Member or its delegate(s).

(k) Subscriber acknowledges and agrees that Subscriber's investment in the Company is reasonable in relation to Subscriber's net worth and financial needs and Subscriber is able to bear the economic risk of losing their entire investment in the Securities.

(l) Subscriber recognizes that no federal, state or foreign agency has reviewed, recommended or endorsed the purchase of the Securities or any facts or circumstances related thereto.

(m) Subscriber understands that no certificates will be issued representing the Securities and that the Securities are not transferrable except in accordance with the Operating Agreement of the Company, which operating agreement severely restricts the transferability of the securities.

(n) Any sales, transfers, or other dispositions of the Securities by Subscriber, if any, will be made in compliance with the Operating Agreement and the Securities Act and all applicable rules and regulations promulgated thereunder.

(o) Subscriber represents that (i) Subscriber has (and could be reasonably assumed to have) the ability and capacity to protect his/her/its interests in connection with this subscription; or (ii) Subscriber has a pre-existing personal or business relationship with the Company or any affiliate thereof of such duration and nature as would enable a reasonably prudent purchaser to be aware of the character, business acumen and general business and financial circumstances of the Company or such affiliate and is otherwise personally qualified to evaluate and assess the risks, nature and other aspects of this subscription.

(p) Subscriber further represents that the address of Subscriber set forth below is his/her principal residence (or, if Subscriber is a company, partnership or other entity, the address of its principal place of business); that Subscriber is purchasing the Securities for Subscriber's own account and not, in whole or in part, for the account of any other person; and that Subscriber has not formed any entity, and is not an entity formed, for the purpose of purchasing the Securities.

(q) Subscriber understands that the Company shall have the unconditional right to accept or reject this subscription, in whole or in part, for any reason or without a specific reason, in the sole and absolute discretion of the Company (even after receipt and clearance of Subscriber's funds). This Subscription Agreement is not binding upon the Company until accepted in writing by an authorized

officer of the Company. In the event that this subscription is rejected, then Subscriber's subscription funds (to the extent of such rejection) will be promptly returned in full without interest thereon or deduction therefrom.

(r) Subscriber has not been furnished with any oral representation or oral information in connection with or in any way relating to the Offering or the business or prospects of the Company that is not contained in, or is in any way contrary to or inconsistent with, statements made in this Subscription Agreement or the disclosure contained in the Offering Materials.

(s) Subscriber represents that Subscriber is not subscribing for the Securities as a result of a recommendation by the Managing Member, FundAmerica Securities LLC or their respective agents, representatives and members. Rather, Subscriber's investment decisions was reached independently after due consideration and in consultation with Subscriber's independent investment, tax and legal advisors.

(t) Subscriber has carefully read each of the terms and provisions of this Subscription Agreement.

(u) Subscriber represents and warrants, to the best of Subscriber's knowledge, except as set forth in the Offering Materials, that no finder, broker, agent, financial advisor or other intermediary, nor any purchaser representative or any broker-dealer acting as a broker, is entitled to any compensation in connection with the transactions contemplated by this Subscription Agreement.

(v) Subscriber represents and warrants that Subscriber has kept and will keep confidential any information made available in connection with its investigation of the Company and its intended business and agrees that all such information shall be kept in confidence by Subscriber and neither be used by Subscriber for Subscriber's personal benefit (other than in connection with this Subscription) nor be disclosed to any third party for any reason (other than Subscriber's legal and tax advisors) notwithstanding that Subscriber's Subscription may not be accepted by the Company. Subscriber will not undertake any purchases of the Company's securities while in possession of material non-public information regarding the Company (it being agreed and acknowledged by Subscriber that the contents of the Offering Materials constitute material non-public information within the meaning of the U.S. federal securities laws).

(w) If Subscriber is a corporation, partnership, limited liability company, trust, or other entity, the person executing this Subscription Agreement hereby represents and warrants that the above representations and warranties shall be deemed to have been made on behalf of such entity and Subscriber has made the same after due inquiry to determine the truthfulness of such representations and warranties.

(x) If Subscriber is a corporation, partnership, limited liability company, trust, or other entity, it represents that: (i) it is duly organized, validly existing and in good standing in its jurisdiction of incorporation or organization and has all requisite power and authority to execute and deliver this Subscription Agreement and purchase the Securities as provided herein; (ii) its purchase of the Securities will not result in any violation of, or conflict with, any term or provision of the charter, by-laws or other organizational documents of Subscriber or any other instrument or agreement to which Subscriber is a party or is subject; (iii) the execution and delivery of this Subscription Agreement and Subscriber's purchase of the Securities has been duly authorized by all necessary action on behalf of Subscriber; (iv) all of the documents relating to Subscriber's subscription to the Securities have been duly executed and delivered on behalf of Subscriber and constitute a legal, valid and binding agreement of Subscriber; and (v) it has not been organized for the specific purpose of purchasing the Securities and is not prohibited from so purchasing the Securities.

(y) Subscriber is not a “bad actor” as the term is defined in Rule 506(d) under Regulation D and will immediately inform the Company in the event that there is any change.

(z) Subscriber has been advised that no person is authorized to give any information or to make any statement not contained in the Offering Materials, and that any information or statement not contained herein or therein must not be relied upon as having been authorized by the Company.

(aa) Subscriber hereby acknowledges that the Company seeks to comply with all applicable laws concerning money laundering, terrorist financing, and similar activities. In furtherance of such efforts, Subscriber hereby represents and agrees that, to the best of Subscriber’s knowledge based upon appropriate diligence and investigation: (i) none of the cash or property that is paid or contributed to the Company by Subscriber shall be derived from, or related to, any activity that is deemed criminal under U.S. law; and (ii) no contribution or payment to the Company by Subscriber shall (to the extent that such matters are within Subscriber’s control) cause the Company or the Managing Member to be in violation of the U.S. Bank Secrecy Act, the U.S. Money Laundering Control Act of 1986, or the U.S. International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001. Subscriber shall promptly notify the Managing Member if any of the foregoing shall cease to be true and accurate.

(bb) Subscriber certifies under penalties of perjury that (a)(i) Subscriber’s name, taxpayer identification or social security number and address provided during subscription are correct and (ii) Subscriber will complete and return with this Subscription Agreement, IRS Form W-9, Payer’s Request for Taxpayer Identification Number and Certification, and (b)(i) Subscriber is not a non-resident alien individual foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Code) and (ii) Subscriber will notify the Company immediately of a change to foreign status. Subscriber agrees to properly execute and provide to the Company in a timely manner any tax documentation that may be reasonably required by the Managing Member.

(cc) The Company and/or its designees may collect further information from Subscriber to verify and determine whether Subscriber is an “accredited investor” as defined in Rule 501(a) of Regulation D of the Securities Act and otherwise meet the suitability criteria established by the Company for investing in the Securities. The Company and its designees reserve the right, in their sole discretion, to verify Subscriber’s status as an “accredited investor” using any methods that they may deem acceptable from time to time.

### 3. Indemnification and Disclaimer of Liability.

(a) To the fullest extent permissible by applicable law, Subscriber agrees to indemnify, hold harmless, reimburse and defend the Company, its respective officers, directors, agents, counsel, members, managers and control persons, against any claim, cost, expense, liability, obligation, loss or damage (including reasonable legal fees) of any nature, incurred by or imposed upon the Company or any such person which results, arises out of or is based upon (i) any material misrepresentation by Subscriber or breach of any representation or warranty by Subscriber in this Agreement or in any Exhibits or Schedules attached hereto in any transaction document, or other agreement delivered pursuant hereto or in connection herewith, now or after the date hereof; or (ii) after any applicable notice and/ or cure periods, any breach or default in performance by Subscriber of any covenant or undertaking to be performed by Subscriber hereunder, or any other agreement entered into by Subscriber and the Company relating hereto.

(b) If any action shall be brought against an indemnified party in respect of which indemnity may be sought pursuant to this Agreement, the indemnified shall promptly notify the indemnifying party in writing, and indemnifying party shall have the right to assume the defense

thereof with counsel of its own choosing reasonably acceptable to the indemnified party. Any indemnified party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of indemnified party except to the extent that (i) the employment thereof has been specifically authorized by indemnifying party in writing, (ii) the indemnifying party has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of counsel, a material conflict on any material issue between the position of the indemnifying party and the position of indemnified party, in which case the indemnifying party shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The indemnifying party will not be liable to the indemnified party under this Agreement (y) for any settlement by an indemnified party effected without the indemnifying party's prior written consent, which shall not be unreasonably withheld or delayed; or (z) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to the indemnified party's breach of any of the representations, warranties, covenants or agreements made by the indemnified party in this Agreement.

(c) Subscriber agrees to indemnify and hold harmless the Company and their respective officers and directors, employees, members, managers, agents, sub-agents, attorneys, accountants and affiliates and each other person, if any, who controls any of the foregoing, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty (or any omission which results in any representation or warranty being false) by Subscriber, or Subscriber's breach of, or failure to comply with, any covenant or agreement made by Subscriber herein or in any other document furnished by Subscriber to the Company and its respective officers and directors, employees, members, managers, agents, sub-agents and affiliates and each other person, if any, who controls any of the foregoing in connection with the Offering.

(d) Subscriber agrees that neither the Company, the Manager Member, nor their respective officers, directors, members or employees, shall incur any liability (i) in respect of any action taken upon any information provided to the Company or the Managing Member by Subscriber or for relying on any notice, consent, request, instructions or other instrument believed, in good faith, to be genuine or to be signed by properly authorized persons on behalf of Subscriber, including any document transmitted by facsimile, or (ii) for adhering to applicable anti-money laundering obligations whether now or hereinafter in effect.

#### 4. Miscellaneous.

(a) Notices. Any notice or other document required or permitted to be given or delivered to the parties hereto shall be in writing and sent: (i) by fax if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid) or (c) by a recognized overnight delivery service (with charges prepaid).

##### If to the Company:

Varsity Housing LLC  
c/o Meixin Management LLC  
261 Madison Avenue, 9th Floor  
New York, NY 10016  
Attention: Grace Chen  
Telephone: 917-410-6668

E-Mail: [grace.chen@meixinfinance.com](mailto:grace.chen@meixinfinance.com)

If to Subscriber, at its address set forth on the signature page to this Subscription Agreement, or such other address as Subscriber shall have specified to the Company in writing.

(b) Entire Agreement; Assignment. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be terminated, modified, waived or amended only by a writing executed and delivered by both parties. Neither the Company nor Subscriber has relied on any representations not contained or referred to in this Agreement. No right or obligation of a party shall be assigned or otherwise transferred without prior notice to and the written consent of the other party. Any assignment or transfer in violation of the foregoing shall be null and void.

(c) Counterparts/Execution. This Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed by facsimile transmission, PDF, electronic signature or other similar electronic means with the same force and effect as if such signature page were an original thereof.

(d) Law Governing this Agreement. This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Delaware, without regard to the conflicts of law thereof, and shall be binding upon Subscriber and Subscriber's heirs, estate, legal representatives, successors and permitted assigns and shall inure to the benefit of the Company and their respective successors and assigns.

(e) Arbitration. Except as otherwise provided in Section 4(f) below, a dispute between the parties with respect to the provisions set forth herein shall be settled by arbitration in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules") by an arbitrator who is mutually agreeable to the parties to such dispute. If the parties are unable to agree upon an arbitrator, one arbitrator shall be selected in accordance with the AAA Rules and any judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. All proceedings in any such arbitration shall be conducted in New York City, New York. Each party to such arbitration shall be responsible for their respective costs and expenses associated therewith. Upon a final determination by the arbitrator with respect to the dispute, the arbitrator shall notify the parties thereto in writing. Jurisdiction of such arbitrator shall be exclusive to the disputes arising out of or relating to this Agreement between the parties. The parties to such dispute shall not have the right to appeal such determination or to otherwise submit a dispute hereunder to a court of law, except as otherwise provided in Section 4(f) below. Each of the parties expressly agrees and acknowledges that all disputes between the parties are subject to the alternative dispute resolution procedures of this Section 4(e), except as otherwise provided in Section 4(f) below. EACH PARTY HERETO (INCLUDING ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS WARRANT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(f) Specific Enforcement, Consent to Jurisdiction. The Company and Subscriber acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions



to prevent or cure breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which any of them may be entitled by law or equity. Any action brought by either party against the other to compel arbitration or for specific enforcement or injunction relief shall be brought only in the state courts of New York City, New York, or in the federal courts located in such jurisdiction. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any such action instituted under this Section 4(f) and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. The parties executing this Agreement and other agreements referred to herein or delivered in connection herewith on behalf of the Company agree to submit to the *in personam* jurisdiction of such courts and hereby irrevocably waive trial by jury with respect to any such actions. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding under this Section 4(f) by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. The Company and Subscriber hereby irrevocably waive and agree not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction in New York City of such court, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

(g) Drafting. This Agreement shall not be construed for or against a party based upon authorship.

(h) Captions; Certain Definitions. The captions of the various sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement. As used in this Agreement the term “**person**” shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization or any other legal entity and a government or any department or agency thereof.

(i) Severability. In the event that any term or provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable law by an authority having jurisdiction and venue, that determination shall not impair or otherwise affect the validity, legality or enforceability: (i) by or before that authority of the remaining terms and provisions of this Agreement, which shall be enforced as if the unenforceable term or provision were deleted, or (ii) by or before any other authority of any of the terms and provisions of this Agreement.

(j) No Assignment. Subscriber agrees not to transfer or assign this Subscription Agreement or any of Subscriber’s interest herein and further agrees that the transfer or assignment of the Securities acquired pursuant hereto shall be made only in accordance with all applicable laws.

(k) No Revocation. Subscriber agrees that Subscriber cannot cancel, terminate, or revoke this Subscription Agreement or any agreement of Subscriber made hereunder, and this Subscription Agreement shall survive the death or legal disability of Subscriber and shall be binding upon Subscriber’s heirs, executors, administrators, successors, and permitted assigns.

(l) Counsel. Subscriber acknowledges that it has been advised and has had the opportunity to consult with Subscriber’s own attorney and other advisors, including investment

advisors, regarding this Subscription Agreement and the Offering Documents and Subscriber has done so to the extent that Subscriber deems appropriate.

**Signature Page for Individuals:**

IN WITNESS WHEREOF, Subscriber has caused this Subscription Agreement to be executed as of the date indicated below.

\$ \_\_\_\_\_  
Purchase Price

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_ Joint Tenancy

\_\_\_\_\_  
Print or Type Name (Joint-owner)

\_\_\_\_\_  
Signature (Joint-owner)

\_\_\_\_\_  
Date (Joint-owner)

\_\_\_\_\_  
Social Security Number (Joint-owner)

\_\_\_\_\_

\_\_\_\_\_  
Address (Joint-owner)

\_\_\_\_\_ Tenants in Common

**Signature Page for Partnerships, Corporations or Other Entities:**

IN WITNESS WHEREOF, Subscriber has caused this Subscription Agreement to be executed as of the date indicated below.

\$ \_\_\_\_\_  
Total Purchase Price

\_\_\_\_\_  
Print or Type Name of Entity

\_\_\_\_\_  
Address

\_\_\_\_\_  
Taxpayer I.D. No. (if applicable)

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Signature:  
Name:  
Title:

\_\_\_\_\_  
Print or Type Name and Indicate  
Title or Position with Entity

**Acceptance:**

IN WITNESS WHEREOF, the Company has caused this Subscription Agreement to be executed, and the foregoing subscription accepted, as of the date indicated below, as to \$ \_\_\_\_\_ of Membership Interests.

**VARSITY HOUSING LLC**

By: Meixin Management LLC, its Managing Member

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 2016