

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this “**Agreement**”) is entered into effective as of July 24, 2022 (the “**Effective Date**”) by and among _____ a Delaware limited liability company (the “**Company**”), and _____, an individual with an address at

(the “**Investor**”). The Investor and the Company are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Operating Agreement (as defined below).

WHEREAS, the Investor desires to make an investment in the Company and the Company agrees to accept such investment and to issue equity securities to the Investor in exchange therefor.

ACCORDINGLY, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. *Issuance of Common Units.* The Investor agrees to purchase, effective as of the Effective Date, 22,000 Common Units of the Company (the “**Common Units**”) by making a payment of \$22,000 (the “**Investment Amount**”) by wire transfer of immediately available funds to an account of the Company separately specified by the Company to the Investor, and the Company agrees to issue such Common Units to the Investor upon (a) its receipt of the Investment Amount and (b) the Investor’s execution and delivery to the Company on or prior to the Effective Date of a joinder to the Amended and Restated Limited Liability Company Agreement of the Company (the “**Operating Agreement**”) in the form attached as Exhibit A hereto, pursuant to which the Investor will be become bound by, and the Investor’s Common Units will be subject in all respects to, the restrictions on transfer and other terms and conditions of the Operating Agreement. The spouse, if any, of the Investor shall execute a Spousal Joinder in substantially the form attached hereto as Exhibit B.

2. *Representations and Warranties of the Investor.* As a material inducement to the Company to enter into this Agreement, the Investor represents and warrants to the Company as of the date of the issuance of the Common Units by the Company hereunder that:

(a) If the Investor is not an individual, it is duly organized, validly existing and in good standing (where applicable) under the laws of the jurisdiction in which it is incorporated, organized or constituted, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within the Investor’s corporate or organizational powers and have been duly authorized by all necessary corporate or organizational action on the part of the Investor. If the Investor is an individual, the Investor has full legal capacity, right and authority to execute and deliver this Agreement and to perform his, her or its obligations hereunder.

(b) This Agreement has been duly executed and delivered by the Investor and, assuming due authorization, execution and delivery by the Company, this Agreement

constitutes a legally valid and binding agreement of the Investor, enforceable against the Investor in accordance with the terms hereof (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity). If this Agreement is being executed in a representative or fiduciary capacity, the Person signing this Agreement has full power and authority to enter into this Agreement on behalf of the Investor.

(c) The execution and delivery of this Agreement by the Investor does not, and the performance by the Investor of its, his or her obligations hereunder will not, (i) result in a violation of applicable law, (ii) if the Investor is not an individual, conflict with or result in a violation of the organizational documents of the Investor, (iii) require any consent or approval that has not been given or other action (including notice of payment) that has not been taken by any Person.

(d) No investment banker, broker, finder or other intermediary is entitled to a fee or commission in respect of this Agreement or any of the respective transactions contemplated hereby based upon any arrangement or agreement made by or, to the knowledge of the Investor, on behalf of the Investor.

(e) The Investor is knowledgeable, sophisticated and experienced in business and financial matters, and is experienced in evaluating investments in companies such as the Company.

(f) The Common Units to be acquired pursuant to this Agreement are being acquired for the Investor's own account, for investment purposes, and without a view to any distribution thereof.

(g) The Investor has been afforded access to information about the Company and the financial condition, results of operations, business, property and management of the Company sufficient to enable him, her or it to evaluate his, her or its investment in the Common Units. The Investor understands that no financial statements are currently available for the Company. The Investor and his, her or its advisors, if any, have been afforded the opportunity to ask questions of the Company. The Investor has sought such accounting, legal and tax advice as he, she or it has considered necessary to make an informed investment decision with respect to his, her or its acquisition of the Common Units.

(h) The Investor understands that his, her or its investment in the Common Units involves a high degree of risk and such Common Units are, therefore, a speculative investment. The Investor is able to bear the economic risk of his, her or its investment in the Common Units for an indefinite period of time, and is presently able to afford the complete loss of such investment.

(i) The Investor acknowledges that he, she or it has conducted to his, her or its satisfaction an independent investigation of the financial condition, results of operations, assets, liabilities, properties, taxes and projected operations of the Company and, in making the determination to acquire the Common Units, has relied solely on the results of his, her or its own independent investigation, and is not relying (for purposes of making any investment

decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Company or any of its officers, employees, agents, advisors or affiliates. The Investor further acknowledges and agrees that the Company has made no representations or warranties either expressed or implied as to the accuracy or completeness of any information regarding the Company or any of its subsidiaries furnished or made available to the Investor and his, her or its representatives, and the Investor shall have no claim with respect to any information, documents or materials furnished by or on behalf of the Company to the Investor.

(j) The Investor is not purchasing the Common Units as a result of any advertisement, article, notice or other communication regarding the Common Units published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general advertisement, and the offer to purchase the Common Units was directly communicated to the Investor by the Company.

(k) The Investor understands that (i) the Common Units that he, she or it is purchasing are characterized as “restricted securities” under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations the Common Units may be resold without registration under the United States Securities Act of 1933 (as amended, the “**Securities Act**”) only in certain limited circumstances; (ii) in the absence of an effective registration statement covering the Common Units or an available exemption from registration under the Securities Act, the Common Units may not be sold; and (iii) no governmental authority has passed on or made any recommendation or endorsement of the Common Units or the fairness or suitability of the investment in the Common Units, nor has any governmental authority passed upon or endorsed the merits of the offering of the Common Units.

(l) The Investor, in making his, her or its decision to purchase the Common Units, has made his, her or its own investment decision regarding his, her or its purchase of the Common Units (including, without limitation, the income tax consequences of purchasing, owning or disposing of the Common Units in light of the Investor’s particular situation and tax residence(s) as well as any consequences arising under the laws of any taxing jurisdiction).

(m) The Investor has not had a “disqualifying event” described in Securities Act Rule 506(d)(1) subsections (i) through (viii).

(n) The Investor understands that the Company, as the issuer of the Common Units, is relying in part upon the representations and agreements contained in this Section 2 for the purpose of determining whether the offer, sale and issuance of the Common Units meets the requirements for an applicable exemption from registration under the Securities Act.

3. *Representations and Warranties of the Company.* The Company represents and warrants to the Investor as the date of the issuance of the Common Units by the Company hereunder that:

(a) The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the power and authority necessary to carry on its business as now being conducted and perform its obligations hereunder. This

Agreement has been duly executed and delivered by the Company and is enforceable against it in accordance with the terms hereof.

(b) The Company has taken all limited liability company action required to authorize the issuance of the Common Units.

(c) The Common Units, when issued hereunder and upon delivery of the consideration therefor, will be duly authorized, validly issued, fully paid and non-assessable, and will be issued free and clear of restrictions on transfer, other than as set forth in applicable federal and state securities laws.

(d) Except for the representations and warranties contained in this Section 3, the Investor acknowledges that neither the Company nor any of its subsidiaries nor any other person or entity on their behalf makes any express or implied representation or warranty with respect to the Company or any of its subsidiaries, or with respect to any other information provided or made available to the Investor or any of its respective affiliates, agents or representatives in connection with the transactions contemplated hereby. Except for the representations and warranties contained in this Section 3, the Company and its subsidiaries hereby disclaim any and all other representations and warranties, whether express or implied.

4. *Further Assurances.* Each Party agrees to execute and deliver such further instruments and documents as may be reasonably requested by the other Party and that are necessary or appropriate in order to issue the Common Units of the Company.

5. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; *provided* that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that the Company may transfer or assign its rights and obligations under this Agreement, in whole or from time to time in part, to any Person; *provided* that no such transfer or assignment shall relieve the Company of its obligations hereunder or enlarge, alter or change any obligation of the other Party.

6. *Costs and Expenses.* Each Party to this Agreement shall be responsible for such Party's own expenses in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated hereby.

7. *Governing Law; WAIVER OF JURY TRIAL.* All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, and not the law of conflicts, of the State of Delaware. Each Party hereby agrees that (a) any and all litigation arising out of this Agreement shall be conducted only in state or federal courts located in the State of Delaware and (b) such courts shall have the exclusive jurisdiction to hear and decide such matters. Each Party hereby submits to the personal jurisdiction of such courts and waives any objection such Party may now or hereafter have to venue or that such courts are inconvenient forums. Each Party hereby (i) expressly waives any right to a trial by jury in any action or proceeding to enforce or defend any right, power or remedy under or in connection with this Agreement or arising from any relationship existing in connection with this Agreement, and (ii) agrees that any such action shall be tried before a court and not before a jury.

8. *Entire Agreement.* This Agreement, together with the Operating Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, both oral and written, between the Company and its affiliates, on the one hand and the Investor on the other, with respect to the subject matter hereof and thereof.

9. *Counterparts, No Oral Modification.* This Agreement may be executed by any Party hereto by facsimile or electronic transmission in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument, and may be amended or modified only in writing signed by the Parties hereto.

[*Signature Page Follows*]