



## **INJURY PRO MANAGEMENT FUND X LLC**

### **SUBSCRIPTION CHECKLIST**

Please read this checklist after completing the attached Subscription Booklet (the "Subscription Booklet").

Please check to ensure that you have completed the following tasks:

Have you filled in the name of the investor and the amount of its capital commitment on page 1 of Part 1 of the Subscription Booklet?

Have you completed the Investor Data Sheet in Part 2 of the Subscription Booklet?

Have you signed all sections of the signature page in Part 4 of the Subscription Booklet?

Have you signed and completed the appropriate tax form as listed in Part 5 of the Subscription Booklet?



## **INJURY PRO MANAGEMENT FUND X LLC**

### **SUBSCRIPTION BOOKLET**

#### **SUBSCRIPTION INSTRUCTIONS**

This subscription booklet (the "Subscription Booklet") relates to the offering of membership interests (the "Interests") in Injury Pro Management Fund X LLC, a Nevada limited liability company (the "Company").

This Subscription Booklet contains all of the materials necessary for you to subscribe for an Interest in the Company. Prior to completing such materials, you should read the Investment Summary and Notices, together with any supplements or amendments thereto issued through the date hereof, and the Operating Agreement of Injury Pro Management Fund X LLC as amended from time to time, the "Operating Agreement").

You may apply to become a Class B Member of the Company by taking the following steps:

Read the Subscription Agreement of the Company (the "Subscription Agreement") (Part 1);

Fill in the name of the investor and amount of the capital commitment on the cover page of the Subscription Agreement (Part 1);

Complete the Investor Data Sheet (you must provide all information regarding your identity, including your name and tax identification number or social security number and all contact information) (Part 2);

Complete, sign and date the signature page (which incorporates both the Subscription Agreement and the Operating Agreement) (Part 3);

Read the Notice of Privacy Policy and Practices of the Company, its Manager (the "Manager") (Part 4);

If you are a U.S. citizen or resident for U.S. federal income tax purposes, complete and sign United States Internal Revenue Service ("IRS") Form W-9 "Request for Taxpayer Identification Number and Certification" in accordance with the instructions accompanying such form (Part 5);

If you are not a "United States person" for U.S. federal income tax purposes, complete and sign the following IRS forms, as applicable, in accordance with the instructions accompanying the appropriate form (Part 5):

Form W-8BEN "Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding";

Form W-8ECI "Certificate of Foreign Person's Claim for Exemption from Withholding on Income Effectively Connected with the Conduct of a Trade or Business in the United States";

Form W-8EXP "Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding"; or

Form W-8IMY "Certificate of Foreign Intermediary, Foreign Company, or Certain U.S. Branches for United States Tax Withholding";

**Return the entire Subscription Booklet (including any unmarked pages) to:**

**Koon & Pipes PLLC  
1700 S Dixie Hwy, STE 502  
Boca Raton, FL 33432  
Attention: INJURY PRO MANAGEMENT FUND X LLC  
OR Email: [finance@injuryprocapital.com](mailto:finance@injuryprocapital.com)**

Please note that, if requested by the Manager, you, and agents or persons acting in a representative capacity for you, may be required to furnish evidence satisfactory to the Manager that you have the authority to become a limited partner of the Company and that the subscription documents have been duly executed by you.

In order to facilitate prompt and accurate crediting of subscription payments, you must notify the Company, prior to remitting payment, of the details of the subscription payment, indicating:

**your name;**

**the U.S. dollar amount subscribed;**

**your address (including a facsimile number if available);**

**the name and address of the financial institution remitting the subscription payment; and**

**the approximate date as of which the payment is being wired to the Company's account.**

Separate notification is not required if your subscription application is received by the Company prior to the payment date. You should also instruct the remitting bank to include your name when remitting subscription payments to the Company's account.

Confirmations will be sent to you showing the details of each transaction. Confirmations of facsimile applications will be deemed provisional and will be subject to cancellation unless the Company has received completed subscription documents from you within 30 days.

**Questions regarding the subscription documents should be directed to:**

**[finance@injuryprocapital.com](mailto:finance@injuryprocapital.com)**

## Part 1. Subscription Agreement.

### INJURY PRO MANAGEMENT FUND X LLC

#### SUBSCRIPTION AGREEMENT

\_\_\_\_\_  
Name of Investor (Please Print or Type)

\$ \_\_\_\_\_

Amount of Capital Commitment

Injury Pro Management Fund X LLC

1700 S Dixie Hwy, STE 502

Boca Raton, FL 33432

Ladies and Gentlemen:

This subscription agreement (together with the Investor Data Sheet, collectively referred to herein as the "Subscription Agreement") is made by and among Injury Pro Management Fund X LLC, a limited liability company organized under the laws of the State of Nevada (the "Company"), InjuryPro Services LLC., a limited liability company organized under the laws of the State of Nevada and the Manager of the Company (the "Manager"), and the undersigned individual or entity (the "Investor") who is hereby applying to become a Class B Member of the Company (a "Class B Member"), on the terms and conditions set forth in this Subscription Agreement and in the Operating Agreement of the limited liability company (as amended from time to time, the "Company Agreement"), copies of which have been furnished to the Investor. Capitalized terms used but not defined in this Subscription Agreement have the meanings set forth in the Operating Agreement.

#### Subscription.

1.1 The Investor hereby irrevocably subscribes for a Class B membership interest (an "Interest") by making a Capital Contribution of the subscription amount set forth on the Signature Page hereof (the "Subscription Amount") on the Closing Date, in accordance with the terms of the Company Agreement. The Subscription Amount shall be contributed to the Company in cash on or before the Closing Date. The Subscription Amount may be contributed in kind in the discretion of the Manager. For purposes of this Agreement, "Closing Date" means the date, if any, on which the Investor is admitted to the Company. The Company has entered into and expects to enter into separate subscription agreements (the "Other Subscription Agreements" with other investors (the "Other Investors")), providing for the sale to the Other Investors of Interests and the admission of the Other Investors as Limited Partners. This Subscription Agreement and each of the Other Subscription Agreements is a separate agreement, and the sales of Interests to you and the Other Investors are separate sales.

1.2 The Investor acknowledges and agrees that the Manager will notify the Investor in writing as to the acceptance, in whole or in part, or rejection of the Investor's subscription for an Interest. An Interest will not be deemed to be sold or issued to, or owned by, the Investor, until the Investor's subscription is accepted by the Manager.

As a condition precedent to the acceptance by the Manager of this subscription, the Investor hereby ratifies, adopts, accepts and agrees to be bound by all the terms and provisions of the Company Agreement, as the same may be amended hereafter in accordance with its terms, and to perform all obligations imposed on a Class B Member thereunder. For the avoidance of doubt, the Investor hereby agrees that by signing this Subscription Agreement, the Investor is also executing the Operating Agreement. The Investor acknowledges and agrees that Interests in the Company will not be issued until such time the Manager has received and is satisfied with all the information and documentation requested to verify the Investor's identity. Where, at the sole discretion of the Company, Interests are issued prior to the Manager having received all the information and documentation required to verify the Investor's identity, the Investor shall be prohibited from redeeming any Interests so issued, and the Company, or the Manager on its behalf, reserves the right to refuse to make any withdrawal payment or distribution to the Investor, until such time as the Manager has received and is satisfied with all the information and documentation requested to verify the Investor's identity.

1.3 The Investor acknowledges and agrees that the Manager reserves the right, in its sole discretion, to reject this subscription for an Interest, in whole or in part, at any time prior to the Closing Date notwithstanding execution by or on behalf of the Investor of the Signature Page hereof or notice from the Manager of its conditional acceptance of the Investor's subscription for an Interest.

1.4 If this subscription is rejected in full, or in the event the Closing Date applicable to the Investor does not occur (in which event this subscription shall be deemed to be rejected), this Subscription Agreement shall thereafter have no force or effect. In such event, the Manager shall cause the Investor's funds deposited in the account of the Company to be returned to the Investor without interest or deduction. If this subscription is rejected in part, the Manager shall cause the Investor's funds deposited in the account of the Company that are equal to the rejected portion of the Investor's Subscription Amount to be returned to the Investor without interest or deduction.

2. Representations and Warranties of the Investor. The Investor hereby represents and warrants to, and agrees with, the Manager and the Company that the following statements are true as of the date hereof and will be true as of the Closing Date applicable to the Investor and as of each date on which the Investor makes any additional capital contributions to the Company:

2.1 The Investor is subscribing for an Interest in the Company (i) for its own account or (ii) for the account of a Person or Persons for whom such Investor acts as agent, custodian, intermediary, nominee, trustee or in any other similar representative capacity (with the identity of such Person or Persons disclosed to the Manager in writing, which writing is returned with this Subscription Agreement), solely for investment and not with a view to resale or distribution thereof. "Person" means any individual, partnership, corporation, joint venture, trust, business trust, limited liability partnership or company, cooperative or association. The Subscription Amount is not being borrowed from, or otherwise financed by, the Company or any third party, and the source of the Subscription Amount is the Investor's own assets.

2.2 The Investor acknowledges that (i) the offering and sale of the Interests have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act") and are being made in reliance upon U.S. federal and state exemptions for transactions not involving a public offering; and (ii) pursuant to Section 3(c)(1) or Section 3(c)(7) of the United States Investment Company Act of 1940, as amended (the "Investment Company Act"), the Company will not be registered as an investment company under the Investment Company Act.

2.3 In connection with the purchase of an Interest, the Investor meets all suitability standards imposed on it by applicable law. The Investor is not structured or operated for the purpose or as a means of circumventing the provisions of the Investment Company Act. If the Investor is a corporation, limited liability company, trust, partnership or other entity, then the Investor represents and warrants that: (i) the Investor was not formed for the specific purpose of acquiring the Interest and (ii) the Investor's Capital Commitment does not constitute, and after the Closing Date applicable to the Investor will continue not to constitute, more than 40% of the combined amount of the Investor's total assets and committed capital. If the Company relies on the Section 3(c)(7) Exemption and the Investor is exempt from registration under the Investment Company Act pursuant to Section 3(c)(1) or 3(c)(7) thereunder, then the Investor represents and warrants that: (i) all of the beneficial owners of the Investor's outstanding securities (other than short term paper), as determined in accordance with Section 3(c)(1)(A) of the Investment Company Act, who acquired such securities of the Investor on or before April 30, 1996 (collectively, "pre-amendment beneficial owners") and (ii) all of the pre-amendment beneficial owners of the outstanding securities (other than short-term paper) of any company that is exempt from registration under the Investment Company Act pursuant to Section 3(c)(1) or 3(c)(7) thereunder that directly or indirectly owns the securities of the Investor, have consented to its treatment as a "qualified purchaser" (as defined in Section 2(a)(51)(A) of the Investment Company Act and the regulations issued thereunder). If the Company relies on the exemption provided in Section 3(c)(1) of the Investment Company Act and the regulations issued thereunder (the "Section 3(c)(1) Exemption") in order to not be required to register as an investment company, and if the Investor is a corporation, limited liability company, trust, partnership or other entity, then the Investor represents and warrants that: (i) the Investor does not control, is not under common control with, or controlled by, any other investor in the Company and no Persons other than the Investor will have a beneficial interest in the Interest (other than as a shareholder, partner or other beneficial owner of an equity interest in the Investor) and (ii) except as expressly set forth in the "Supplemental Questions for Entities" of the Investor Questionnaire, the Investor constitutes one beneficial owner for purposes of Section 3(c)(1) of the Investment Company Act. If the Company relies on the Section 3(c)(1) Exemption, then without the prior written consent of the Manager, the Investor shall not take any action which shall increase the number of beneficial owners of the Investor's Interest in the Company to more than one Person (or such other number as is expressly set forth in the "Supplemental Questions for Entities" of the Investor Questionnaire) for purposes of Section 3(c)(1) of the Investment Company Act.

2.4 Investor represents and warrants that all of the answers, statements and information set forth in this Subscription Agreement (including the Investor Questionnaire and the Tax Forms) are true and correct on the date hereof and will be true and correct as of the date, if any, that the Manager accepts this Subscription Agreement, in whole or in part. The Subscriber agrees to notify the Manager promptly of any change that may cause any answer, statement or information set forth in this Subscription Agreement (including the Investor Questionnaire and the Tax Forms) to become untrue or misleading in any material respect, and to provide such additional information that the Manager requests from time to time and deems necessary to determine (i) the eligibility of the Subscriber to hold an Interest or participate in certain Company investments, (ii) the Company's or the Manager's compliance with applicable regulatory (including tax) requirements or (iii) the Company's tax status. The Investor also covenants and agrees to provide the Company all information that otherwise may be reasonably requested by the Manager in connection with compliance with applicable law by the Manager, the Company, its Portfolio Companies and their respective affiliates, including, without limitation, all applicable anti-money laundering and anti-boycott laws and regulations.

The Investor further represents and warrants that, except for any alterations to this Subscription Agreement or the Investor Questionnaire that have been clearly marked on or prior to the date of acceptance of this Subscription Agreement or otherwise have been specifically identified in writing and accepted by the Manager on or prior to the date of acceptance of this Subscription Agreement, the Investor has not altered or otherwise revised this Subscription Agreement or the Investor Questionnaire in any manner from the version initially received by the Investor. The Subscriber acknowledges that it participated in, or had the meaningful opportunity to participate in, the negotiations and drafting of this Subscription Agreement. In the event an ambiguity or question of intent or interpretation arises, this Subscription Agreement shall be construed to be the product of meaningful negotiations between the Manager and the Investor and no presumption or burden of proof shall arise favoring or disfavoring either of them by virtue of the authorship of any of the provisions of this Subscription Agreement. The Investor acknowledges and agrees that the Manager will rely on the Tax Forms (including any Tax Forms delivered by the Investor in the future) provided to the Company or the Manager by or on behalf of the Investor.

2.5 The Investor has been furnished with, and has carefully read, the Confidential Private Placement Memorandum of the Company (together with any supplements or amendments thereto issued through the date hereof, the "Memorandum"), and has been given the opportunity to (i) ask questions of, and receive answers from, the Manager or any of its Affiliates concerning the terms and conditions of the offering of Interests and other matters pertaining to an investment in the Company and (ii) obtain any additional information necessary to evaluate the merits and risks of an investment in the Company that the Manager can acquire without unreasonable effort or expense. In considering a subscription for an Interest, the Investor has evaluated for itself the risks and merits of such investment including the risks set forth under the caption "Risk Factors" in the Memorandum, and is able to bear the economic risk of such investment, including a complete loss of capital, and in addition has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company, the Manager, or any director, officer, employee, agent or Affiliate of such Persons, other than as set forth in the Memorandum, the Operating Agreement and this Subscription Agreement. The Investor has carefully considered and has, to the extent it believes necessary, discussed with its own legal, tax, accounting and financial advisers the suitability of an investment in the Company in light of its particular tax and financial situation, and has determined that the Interest being subscribed for hereunder is a suitable investment for the Investor.

2.6 The Investor (either alone or together with any advisors retained by the Investor in connection with evaluating the merits and risks of a prospective investment in the Company) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of purchasing an Interest, including the risks set forth under "Risk Factors and Potential Conflicts of Interest" in the Private Placement Memorandum, and is able to bear the economic risk of such investment, including the risk of a complete loss. The aggregate amount of the investments of the Investor in, and the Investor's commitments to, all similar investments that are illiquid is reasonable in relation to the Investor's net worth.

2.7 The Investor, if it is a corporation, limited liability company, trust, partnership or other entity, is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and all other jurisdictions where it is authorized to conduct business, and the execution, delivery and performance by the Investor of this Subscription Agreement and the Operating Agreement are within the Investor's corporate or other powers, as applicable, have been duly authorized by all necessary corporate or other action on its behalf, require no action by or in respect of, or filing with,

any governmental body, agency or official (except as disclosed in writing to the Manager), and do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any provision of any charter, by laws, trust agreement, indenture, mortgage, deed of trust, credit, note or evidence of indebtedness, or any lease or other agreement, or any license, permit, franchise or certificate, regulation, law, judgment, order, writ, injunction or decree to which the Investor is a party or by which the Investor or any of its properties is bound. This Subscription Agreement and the Operating Agreement have been duly executed and delivered by the Investor and constitute valid and binding agreements of the Investor, enforceable against the Investor in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

2.8 If the Investor is a natural person, the execution, delivery and performance by the Investor of this Subscription Agreement and the Operating Agreement are within the Investor's legal right, power and capacity, require no action by or in respect of, or filing with, any governmental body, agency or official (except as disclosed in writing to the Manager), and do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any provision of applicable law or regulation or of any judgment, order, writ, injunction or decree or any agreement or other instrument to which the Investor is a party or by which the Investor or any of the Investor's properties is bound. This Subscription Agreement and the Operating Agreement have been duly executed and delivered by the Investor and constitute valid and binding agreements of the Investor, enforceable against the Investor in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

2.9 The Investor is not a defined contribution plan (such as a 401(k) plan) or a partnership or other investment vehicle (i) in which its partners or participants have or will have any discretion to determine whether or how much of the Investor's assets are invested in any investment made or to be made by the Investor or (ii) that is otherwise an entity managed to facilitate the individual decisions of its beneficial owners to invest in the Company.

2.10 If the Investor is (directly or indirectly) investing the assets of an employee benefit plan or retirement plan, account or arrangement (a "Plan") that is subject to the fiduciary responsibility provisions of Part 4 of Subtitle B of Title I of the United States Employee Retirement Income Security Act of 1974, as amended from time to time ("ERISA"), Section 4975 of the United States Internal Revenue Code of 1986, as amended from time to time (the "Code"), or any provisions of any federal, state, local, non-U.S. or other laws or regulations that are similar to those provisions contained in such portions of ERISA or the Code (collectively, "Similar Law"): (i) the decision to purchase the Interest was made by a "fiduciary" (within the meaning of Section 3(21) of ERISA and the regulations thereunder, or as defined under applicable Similar Law) (a "Plan Fiduciary") of the Plan that is unrelated to the Manager or any of its employees, representatives or Affiliates and that is duly authorized to make such an investment decision on behalf of the Plan; (ii) the Plan Fiduciary has taken into consideration its fiduciary duties under ERISA or any applicable Similar Law, including the diversification requirements of Section 404(a)(1)(C) of ERISA (if applicable), in authorizing the Investor's purchase of the Interest, and has concluded that such investment is prudent; (iii) the Investor's decision to invest in the Company and the acquisition of the Interest contemplated thereby is in accordance with the terms of the Plan's governing instruments and complies with all

applicable requirements of ERISA, the Code and any applicable Similar Law; (iv) the purchase, holding and disposition of the Interest by the Investor will not result in a prohibited transaction under Section 406 of ERISA, Section 4975 of the Code or any applicable Similar Law for which an exemption is not available; (v) the Investor has not solicited and has not received from the Manager, or any director, officer, employee, agent or Affiliate thereof, any evaluation or other investment advice on any basis in respect of the advisability of a subscription for an Interest in light of the Investor's assets, cash needs, investment policies or strategy, overall portfolio composition or plan for diversification of assets and it is not relying and has not relied on the Manager or any director, officer, employee, agent or Affiliate thereof for any such advice; and (vi) neither the Manager nor any director, officer, employee, agent or Affiliate thereof is a "fiduciary" (within the meaning of ERISA or any applicable Similar Law) of the Plan in connection with the Investor's purchase of an Interest.

2.11 If the Investor is (directly or indirectly) investing the assets of a Plan that is not subject to the fiduciary responsibility provisions of Part 4 of Subtitle B of Title I of ERISA or the provisions of Section 4975 of the Code but is subject to the provisions of any Similar Law, the underlying assets of the Company will not constitute "plan assets" of such Plan under the provisions of any such Similar Law.

2.12 If the Investor constitutes a partnership, grantor trust or S-corporation for United States federal income tax purposes, either (i) less than substantially all of the value of the interest of each beneficial owner (direct or indirect) in the Investor is attributable to the Investor's Interest in the Company within the meaning of Treasury Regulation Section 1.7704-1(h)(3) or (ii) permitting the Company to satisfy the 100-partner limitation under Treasury Regulation Section 1.7704-1(h)(1)(ii) is not a principal purpose of the Investor's beneficial owners' investing in the Company through the Investor.

2.13 The Investor was offered the Interest in the state or locality identified in response to Question 1 of the Investor Data Sheet under the heading "Principal Place of Business of Investor," and the Investor intends that the securities laws of that state or locality shall govern the Investor's subscription of the Interest.

2.14 The Investor is not subscribing for the Interest as a result of or subsequent to (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over radio, television or the Internet or (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

2.15 Any capital contributions made by the Investor to the Company shall not directly or indirectly be derived from activities that may contravene any applicable laws and regulations, including anti-money laundering laws and regulations.

2.16 The Investor represents and warrants that, to the best of its knowledge, none of: (i) the Investor; (ii) any Person controlling or controlled by the Investor; (iii) if the Investor is a privately held entity, any Person having a beneficial interest in the Investor; (iv) if the Investor is not the beneficial owner of all of the Interest, any Person having a beneficial interest in the Interest; or (v) any Person for whom the Investor is acting as agent or nominee in connection with this investment in the Interest: (A) bears a name that appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control ("OFAC") from time to time; (B) is a foreign shell bank; or (C) resides in or whose subscription funds are or will be transferred from or through an account in a non-cooperative jurisdiction. The Investor agrees to notify promptly the Manager or the person appointed by the Manager to administer the Company's anti-money laundering program, if applicable, of any change in information affecting this representation and covenant.

2.17 The Investor has conducted due diligence and based on such due diligence reasonably believes that none of: (i) the Investor; (ii) any Person controlling or controlled by the Investor; (iii) if the Investor is a privately held entity, any Person having a beneficial interest in the Investor; (iv) if the Investor is not the beneficial owner of all of the Interest, any Person having a beneficial interest in the Interest; or (v) any Person for whom the Investor is acting as agent or nominee in connection with this investment in the Interest: (A) is a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior political figure; (B) resides in, or is organized or chartered under the laws of, a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; or (C) neither the Investor nor any of its "beneficial owners" (as defined in Title 31 of the U.S. Code of Federal Regulations ("31 CFR") §103.175(b) ) is, or will contribute subscription funds that originate from, or will be or have been routed through, an account maintained by a "foreign bank" (as defined in 31 CFR §103.11(o) ) or a "foreign shell bank" (as defined in 31 CFR §103.175(i) ).

2.18 If the Investor is purchasing the Interest as agent, representative, intermediary/nominee or in any similar capacity for any other person, or is otherwise requested to do so by the Manager, it shall provide, upon request, a copy of its anti-money laundering policies, procedures and controls (together, the "AML Policies") to the Manager. The Investor represents that its AML Policies comply with all applicable anti-money laundering laws and regulations, that it is in compliance with its AML Policies and that its AML Policies have been approved by counsel or internal compliance personnel reasonably informed of anti-money laundering policies and their implementation and has not received a deficiency letter, negative report or any similar determination regarding its AML Policies from independent accountants, internal auditors or some other person responsible for reviewing compliance with its AML Policies.

2.19 The provisions of the Foreign Account Tax Compliance Act were enacted on 18 March 2010 as part of the Hiring Incentive to Restore Employment Act ("FATCA"). It includes provisions under which the Manager as a Foreign Financial institution ("FFI") may be required to report to the U.S. Internal Revenue Service ("IRS") certain information about Interests held by U.S. persons for the purposes of FATCA or other foreign entities subject to FATCA and to collect additional identification information for this purpose. FFIs that do not enter into an agreement with the IRS and fail to comply with the FATCA regime could be subject to 30% withholding tax on any payment of U.S. source income as well as on the gross proceeds deriving from the sale of securities generating U.S. income for the Fund.

2.20 The Fund is obliged to comply with the provisions of FATCA under the terms of the Foreign Account Tax Compliance Act Model 1 Intergovernmental Agreement ("IGA") that has been signed between the Government of the [name of foreign government] and the Government of the United States of America and under the terms of [title of relevant foreign government legislation] implementing the IGA when introduced rather than under the U.S. Treasury Regulations implementing FATCA.

2.21 To comply with its FATCA obligations, the Fund may be required to obtain certain information from Investors so as to ascertain its U.S. tax status. If the Investor is a specified U.S. person under the provisions of FATCA, U.S. owned non-U.S. entity, non-participating FFI or does not provide the requisite documentation, the Fund will need to report information on these Investors to the [Foreign Regulator], in accordance with applicable laws and regulations, which will in turn report this to the U.S. Internal Revenue Service. Provided that the Fund acts in accordance with these provisions it will not be subject to withholding tax under FATCA.

2.22 Investors should note that it is the existing policy of the Manager that Interests are not being offered or sold for the account of U.S. Persons for the purposes of FATCA and that subsequent transfers of Interests to such U.S. Persons are prohibited. If Interests are beneficially owned by any such U.S. Person, the Manager may compulsorily redeem such Interests. Investors should also note that under the FATCA legislation, the definition of "Specified U.S. Persons" will include a wider range of Investors than the current U.S. Person definition.

2.23 In addition, the Investor covenants and agrees to: (i) promptly provide, and update periodically, at any times requested by the Manager, any information, representations, documentation, certification or forms (or verification thereof) relating to the Investor (or its direct or indirect owners or account holders, as applicable) the Manager deems necessary to comply with any requirement imposed by FATCA and any associated implementing legislation or regulations in order to reduce or eliminate withholding taxes. The information required to be provided by the preceding sentence may include, but shall not be limited to, (A) information the Manager deems necessary to determine whether the Subscriber is a "foreign financial institution" as defined in Code §1471(d)(4) or a "non-financial foreign entity" as defined in Code §1472(d), (B) if the Investor is a foreign financial institution, any certification, statement or other information the Manager deems necessary to determine whether the Investor meets the requirements of Code §1471(b) (including entering into an agreement with the U.S. Internal Revenue Service (the "IRS") pursuant to Code §1471(b) and complying with the terms thereof) or is otherwise exempt from withholding required under Code §1471, (C) if the Investor is a non-financial foreign entity, any certification, statement or other information the Manager deems necessary to determine whether the Investor meets the requirements of Code §1472(b) (which information may be given to the IRS pursuant to Code §1472(b)(3)) or is otherwise exempt from withholding required under Code §1472, and (D) any certification, statement or other information (or verification thereof) the Manager deems necessary in order to fulfill the Company's reporting obligations under any applicable intergovernmental agreement as referred to in limb (b) of the definition of FATCA, and any law relating to, in connection with, implementing or having similar effect to such agreement and any regulations promulgated thereunder or official interpretations thereof or forms, instructions or other guidance issued in connection therewith. The Investor acknowledges that if it fails to supply such information on a timely basis, it may be subject to a 30% U.S. withholding tax imposed on (1) U.S.-sourced dividends, interest and certain other income and (2) gross proceeds from the sale or other disposition of U.S. stocks, debt instruments and certain other assets; and (ii) promptly provide at any times requested by the Manager, any information (or verification thereof) the Manager deems necessary for the Company to enter into an agreement described in Code §1471(b), and any information required to comply with the terms of that agreement on an annual or more frequent basis. The Investor agrees to waive any provision of foreign law that would, absent a waiver, prevent compliance with such requests and acknowledges that, if it fails to provide such waiver, it may be required by the Manager to withdraw from the Company if necessary to comply with Code §1471(b)(1)(F). In addition, the Investor acknowledges that if it fails to supply such information on a timely basis, it may be subject to a 30% U.S. withholding tax imposed on (A) U.S.-sourced dividends, interest and certain other income and (B) gross proceeds from the sale or other disposition of U.S. stocks, debt instruments and certain other assets.

2.24 This Subscription Agreement is not transferable or assignable by the Investor without the prior written consent of the Manager.

2.25 The Investor agrees that the foregoing representations and warranties will be deemed to be reaffirmed by the Investor at any time the Investor purchases or otherwise acquires additional Interests of the Company and such purchase or acquisition will be evidence of such reaffirmation, and if any of the foregoing representations or warranties cease to be true or accurate, or if they become misleading, the Investor will promptly notify the Company of the facts pertaining to such changed circumstances.

3. Representations and Warranties of the Company and the Manager. The Company and the Manager hereby represent and warrant to the Investor that:

3.1 The Company is duly organized and validly existing as a limited liability company under the laws of the State of Nevada and has all requisite power and authority to carry on its business as now conducted and as proposed to be conducted as described in the Memorandum. The Manager is duly organized and validly existing as a limited liability company under the laws of the Nevada and has all requisite limited liability company power and authority to act as Manager of the Company and to carry out the terms of this Subscription Agreement and the Operating Agreement.

3.2 The execution and delivery of this Subscription Agreement have been duly authorized by all necessary action on behalf of the Company, and do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any provision of any operating agreement, trust agreement, indenture, mortgage, deed of trust, credit, note or evidence of indebtedness, or any lease or other agreement, or any license, permit, franchise or certificate, regulation, law, judgment, order, writ, injunction or decree to which the Company is a party or by which the Company or any of its properties is bound. This Subscription Agreement constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). The execution and delivery by the Manager of the Operating Agreement and this Subscription Agreement have been authorized by all necessary limited liability company action on behalf of the Manager, and do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any provision of any charter, by-laws, trust agreement, indenture, mortgage, deed of trust, credit, note or evidence of indebtedness, or any lease or other agreement, or any license, permit, franchise or certificate, regulation, law, judgment, order, writ, injunction or decree to which the Manager is a party or by which the Manager or any of its properties is bound. Assuming the valid execution of this Subscription Agreement by the Investor, and the valid execution of the Operating Agreement by the Limited Partners, this Subscription Agreement and the Operating Agreement constitute valid and binding agreements of the Manager, enforceable against the Manager in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3.3 Neither the Company nor anyone acting on its behalf has taken or will take any action that would subject the issuance and sale of the Interests to the registration requirements of the Securities Act or any state securities laws.

3.4 Assuming the accuracy of the representations and warranties of the Class B Members, the Company is not required to register as an “investment company” under the Investment Company Act.

3.5 The Company will not make an election pursuant to Treasury Regulations Section 301.7701-3 to be treated as an association taxable as a corporation for federal income tax purposes.

4. Understandings. The Investor hereby understands, acknowledges and agrees with the Company and the Manager as follows:

4.1 The information contained in the Memorandum is confidential and non-public, and all such information shall be kept in confidence and not disclosed to any third person (other than the Investor’s advisers or representatives) for any reason, except to the extent required by applicable law or administrative or judicial process; provided, however, that this obligation shall not apply to any such information that (i) is part of the public knowledge or literature and readily accessible at the date hereof, (ii) becomes part of the public knowledge or literature and readily accessible by publication (except as a result of a breach of this provision) or (iii) is received from third parties (except third parties who disclose such information in violation of any confidentiality agreements or obligations entered into with the Company)

4.2 The Investor agrees to provide promptly such information and execute and deliver such documents as may be necessary to comply with any and all laws and regulations to which the Company may be subject and ensure the accuracy of the Investor’s representations and warranties herein.

4.3 The Interests have not been approved or disapproved by the United States Securities and Exchange Commission (the “SEC”) or by any other federal, state or foreign securities commission or regulatory authority, and none of the foregoing authorities has confirmed the accuracy or determined the adequacy of the Memorandum or this Subscription Agreement. Any representation to the contrary is a criminal offense.

4.4 The Interests are speculative investments and involve a high degree of risk. There is no public market for the Interests, and no such public or other market is expected to develop. The transferability of the Interests is substantially restricted both by the terms of the Operating Agreement and applicable law. In order to ensure the Company’s compliance with the Section 3(c)(1) Exemption or the Section 3(c)(7) Exemption, as applicable, no initial and subsequent sales, assignments, or transfers of Interests shall be made (i) if the Company has utilized the Section 3(c)(1) Exemption, if such sale, assignment or transfer would violate the “one hundred beneficial owner” limitation under the Section 3(c)(1) Exemption, or (ii) if the Company has utilized the Section 3(c)(7) Exemption, to any U.S. Person that is not a “qualified purchaser” under the Section 3(c)(7) Exemption. Investors in the Company have no rights to require that the Company register the offer or sale of the Interests on behalf of the Investors or to assist the Investors in complying with any exemption from registration under the Securities Act, any state law or the laws of any non-U.S. jurisdiction. The Investor will not be able to receive the benefit of the provisions of Rule 144 or 144A adopted by the SEC under the Securities Act with respect to the resale of the Interests in the Company. Accordingly, it may not be possible for the Investor to liquidate the Investor’s investment in the Company.

4.5 The Investor understands and agrees that in order to ensure compliance under applicable anti-money laundering laws and regulations, the Manager may require a detailed verification of the identity of a Person applying for an Interest. Depending on the circumstances, a detailed verification might not be required where: (i) the Investor makes its capital contributions from an account held in the Investor's name at a recognized financial institution; or (ii) the subscription is made through a recognized intermediary. The Manager reserves the right to request such information as is necessary to verify the identity of an Investor. In the event of delay or failure by the Investor to produce any information required for verification purposes, the Manager may refuse to accept the Investor's subscription until proper information has been provided.

4.6 The Investor covenants and agrees that it shall provide the Manager, at any time during the term of the Company, with such information as the Manager determines to be necessary or appropriate to (i) verify compliance with the anti-money laundering regulations of any applicable jurisdiction or (ii) respond to requests for information concerning the identity of the Investor from any governmental authority, self-regulatory organization or financial institution in connection with the Company's anti-money laundering compliance procedures.

4.7 The Investor understands and agrees that if any of the representations and warranties set forth in Section 2(m), 2(n), 2(o) or 2(p) ceases to be true or if the Company no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Company may be obligated to freeze the Investor's investment, either by prohibiting additional investments and/or segregating the assets constituting the investment in accordance with applicable regulations, or the Investor's investment may immediately be involuntarily withdrawn by the Company, and the Company may also be required to report such action and to disclose the Investor's identity to OFAC or any other authority. If the Company is required to take any of the foregoing actions, the Investor understands and agrees that it shall have no claim against the Company, the Manager or any of their respective Affiliates, members, partners, shareholders, officers, directors, employees or agents for any form of damages as a result of any of the aforementioned actions.

4.8 The Investor certifies under penalties of perjury that (i) (A) the Investor's name, taxpayer identification or social security number (if applicable) and address provided in the Investor Data Sheet are correct and (B) the Investor has completed and returned with this Subscription Agreement the appropriate IRS Form(s) (W-9, W-8BEN, W-8IMY, W-8ECI or W-8EXP), and (ii) (A) if the Investor is a "United States person" (as defined in the Code), the Investor is not a non-resident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Code), (B) if the Investor is not a "United States person" (as defined in the Code), the Investor is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Code) and (C) the Investor will notify the Company within 60 days of any change in such status. The Investor agrees to complete properly and provide to the Company in a timely manner any tax documentation that may be reasonably required by the Manager in connection with the Company.

4.9 In connection with any borrowings by the Company, the Investor hereby agrees to deliver promptly to the Manager such financial information as is reasonably requested by the Manager or the lender providing such financing, including in the case of an Investor that is (directly or indirectly) investing the assets of a Plan that is subject to Title I of ERISA, such Plan's Form 5500, such evidence of authority for the execution, delivery and performance of its obligations under this Subscription Agreement or the Operating Agreement as is reasonably requested by the Manager or such lender and such confirmations and acknowledgments as may be reasonably required by such lender which shall be in form and substance reasonably satisfactory to the Manager.

4.10 If the Investor is (directly or indirectly) investing the assets of a Plan that is subject to Title I of ERISA, Section 4975 of the Code or any Similar Law, the Investor hereby acknowledges and agrees that, in the event the Manager forms an entity through which the Investor will make its investment in the Company, by making a capital contribution to such entity, the Investor shall be deemed to (i) direct the managing entity of such entity to invest the amount of such capital contribution in the Company and (ii) acknowledge that, during any period when the underlying assets of such entity are deemed to constitute “plan assets” under ERISA, the Code or any Similar Law, the managing entity of such entity will act as a custodian with respect to the portion of the assets of such entity that are deemed to be assets of the Plan but is not intended to be a fiduciary with respect to such assets for purposes of ERISA, the Code or any Similar Law.

4.11 If the Investor is (directly or indirectly) investing the assets of a Plan that is subject to the fiduciary responsibility provisions of Part 4 of Subtitle B of Title I of ERISA, the Investor hereby appoints (or a named fiduciary of the Plan has appointed) the Manager as an “investment manager” (as defined in Section 3(38) of ERISA) and a “fiduciary” (as defined in Section 3(21) of ERISA) with respect to the portion of the assets of the Company deemed to be assets of such Plan. The Investor hereby represents and warrants that it has the power to make such appointment or that it is taking such action through a named fiduciary of such Plan who is authorized to act on behalf of such Plan in this regard. If applicable, the Manager hereby accepts such appointment and acknowledges that it will be a fiduciary with respect to such Plan to the extent of such appointment. The Investor hereby approves the terms of the Investment Management Agreement between the Manager and the Investment Manager. The Manager shall use its commercially reasonable efforts to assure that (i) it is registered as an investment adviser under the Advisers Act, (ii) none of the disqualifications described in Section 411 of ERISA apply to the Manager and (iii) it satisfies the requirements of a “qualified professional asset manager” set forth in DOL Class Exemption 84-14. The Manager shall promptly notify the Investor if it has reason to believe that any of the representations and warranties set forth in this Section 4 may cease to be satisfied. The Investor agrees to provide promptly to the Manager such information as the Manager may from time to time reasonably request for purposes of determining whether the assets of the Company are “plan assets” within the meaning of Section 3(42) of ERISA or the U.S. Department of Labor “plan asset” regulations, 29 CFR Section 2510.3-101, the applicability of certain exemptions from prohibited transactions under ERISA and the Code and any other matters relating to ERISA or compliance with ERISA arising in connection with the Investor’s investment in the Company, or the operation or investments of the Company.

4.12 If the Investor is (directly or indirectly) investing the assets of a Plan that is subject to the fiduciary responsibility provisions of Part 4 of Subtitle B of Title I of ERISA, then in the event that the assets of the Company are deemed to include “plan assets” of such Plan under Section 3(42) of ERISA or the U.S. Department of Labor “plan asset” regulations, 29 CFR Section 2510.3-101 (the “DOL Regulations”), the Investor hereby appoints (or a named fiduciary of the Plan has appointed) the Manager as an “investment manager” (as defined in Section 3(38) of ERISA) and a “fiduciary” (as defined in Section 3(21) of ERISA) with respect to the portion of the assets of the Company deemed to be assets of such Plan. The Investor hereby represents and warrants that it has the power to make such appointment or that it is taking such action through a named fiduciary of such Plan who is authorized to act on behalf of such Plan in this regard. If applicable, the Manager hereby accepts such appointment and acknowledges that it will be a fiduciary with respect to such Plan to the extent of such appointment. The Investor hereby approves the terms of the Investment Management Agreement between the Manager and the Investment Manager. For so long as the assets of the Company are deemed to include “plan assets” for purposes of Title I of ERISA or Section 4975 of the Code, the Manager shall use its commercially reasonable efforts to assure that (i) it is registered as an investment adviser under the Advisers Act, (ii) none of

the disqualifications described in Section 411 of ERISA apply to the Manager and (iii) it satisfies the requirements of a "qualified professional asset manager" set forth in DOL Class Exemption 84-14. The Manager shall promptly notify the Investor if it has reason to believe that any of the representations and warranties set forth in this Section 4 may cease to be satisfied. The Investor agrees to provide promptly to the Manager such information as the Manager may from time to time reasonably request for purposes of determining whether the assets of the Company are "plan assets" within the meaning of Section 3(42) of ERISA or the DOL Regulations, the applicability of certain exemptions from prohibited transactions under ERISA and the Code and any other matters relating to ERISA or compliance with ERISA arising in connection with the Investor's investment in the Company, or the operation or investments of the Company.

## 5. Grant of Power of Attorney.

5.1 The Investor, to the fullest extent not prohibited by applicable law, hereby severally makes, constitutes and appoints the Manager as its true and lawful representative and attorney-in-fact, in its name, place and stead, to make, execute, sign, acknowledge and deliver or file (i) a certificate of formation (the "Certificate") and any other instruments, documents and certificates which may from time to time be required by any law to effectuate, implement and continue the valid and subsisting existence of the Company and the Alternative Investment Vehicles, Parallel Funds and or Feeder Funds, (ii) any amendment to, modification to, restatement of, or cancellation of the Certificate, (iii) any duly enacted amendment to the Operating Agreement, including such amendments as are enacted pursuant to the terms of the Operating Agreement, (iv) all instruments, deeds, documents, agreements and certificates that may be required to effectuate the dissolution, liquidation, winding-up and termination of the Company in accordance with the provisions of the Operating Agreement and the law of the State of Nevada, (v) all other amendments of the Operating Agreement or the Certificate contemplated by, and approved in accordance with the Operating Agreement including, without limitation, amendments made pursuant to a side letter or similar agreement, amendments reflecting the addition, substitution or increased contribution of any Investor of the Company or the Manager (each, a "Partner" and together, the "Partners"), or any action of the Partners duly taken pursuant to the Operating Agreement whether or not the undersigned voted in favor of or otherwise approved such action, and all instruments and documents that may be necessary or desirable to effectuate an amendment so approved, and (vi) any other instrument, certificate or document required from time to time to admit a Partner, to effect its substitution as a Partner, to effect the substitution of the Partner's assignee as a Partner, or to reflect any action of the Partners provided for in the Operating Agreement. No actions shall be taken by the Manager under the agency or power of attorney granted pursuant to this Power of Attorney that would have any adverse effect on the limited liability of any Class B Member.

5.2 The Investor is aware that the terms of the Operating Agreement permit certain amendments to the Certificate and the Operating Agreement to be effected and certain other actions to be taken by or with respect to the Company, in each case with the approval or by the vote of less than all the Partners. If, as and when (i) an amendment of the Certificate or the Operating Agreement is proposed or an action is proposed to be taken by or with respect to the Company which does not require, under the terms of the Operating Agreement, the approval of all of the Partners, (ii) Partners holding the interest in the Company specified in the Operating Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by the Operating Agreement (disregarding the consent of any Partner whose approval has been granted by the Manager's use of such Partner's agency or power of attorney) and (iii) the Investor has failed or refused to approve such amendment or action, the Investor agrees that the agent and special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record,

file and/or publish, for and on behalf of the Investor, and in its name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken. The Investor is fully aware that it and each other Partner has executed this Power of Attorney, and that each Partner will rely on the effectiveness of such agency and powers with a view to the orderly administration of the Company's affairs.

5.3 The Investor hereby empowers each attorney-in-fact acting pursuant hereto to determine in its sole discretion the time when, purpose for and manner in which any power herein conferred upon it shall be exercised, and the conditions, provisions and covenants of any instruments or documents which may be executed by it pursuant hereto; provided that the agency and powers of attorney granted herein shall only be exercised in accordance with the Operating Agreement and clauses (i) through (vi) of the first sentence of Paragraph 5(a) above. The agency and powers of attorney granted herein shall be deemed to be coupled with an interest in favor of the Manager and as such (i) shall be irrevocable and continue in full force and effect notwithstanding the subsequent death, incompetency, incapacity, disability, insolvency or dissolution of the Investor regardless of whether the Company or the Manager has notice thereof and (ii) shall survive the delivery of an assignment by the Investor of the whole or any portion of its interest in the Company, except that if the assignee thereof has been approved for admission to the Company as a substitute limited partner, this Power of Attorney given by the assignor shall survive the delivery of the assignment for the sole purpose of enabling the Manager to execute, acknowledge and file any instrument necessary to effect the substitution.

5.4 The foregoing grant of authority is a special power of attorney coupled with an interest in favor of the Manager and as such shall (i) survive the dissolution, termination or bankruptcy of the Investor granting the same or the transfer of all or any portion of such Investor's interest in the Company and (ii) extend to such Investor's successors, assigns and legal representatives.

## 6. Indemnification.

6.1 The Investor shall indemnify and hold harmless the Company, the Manager, the Investment Manager and each officer, director, member, manager, employee, Affiliate, agent or control person of the Company, the Manager or the Investment Manager ("Company Indemnitees") from and against any and all expenses, losses, claims, damages, liabilities and actions, suits or proceedings (whether civil, criminal, administrative or investigative and whether such action, suit or proceeding is brought or initiated by the Company or a third party) that are incurred by or threatened, pending or completed against the Company Indemnitees or any of them (including, without limitation, legal fees and expenses, judgments, fines and amounts paid in settlement) based upon, resulting from or otherwise in respect of (i) any actual or alleged misrepresentation or misstatement of facts, or omission to represent or state facts, by or on behalf of the Investor concerning the Investor, the Investor's suitability or authority to invest or the Investor's financial position in connection with the offering of the Interests, including, without limitation, any such misrepresentation, misstatement or omission contained in or accompanying the Investor Questionnaire or the Investor Data Sheet submitted by or on behalf of the Investor and forming a part of this Subscription Agreement, or (ii) the breach of any of the Investor's representations, warranties, covenants or agreements set forth in this Subscription Agreement.

6.2 The reimbursement and indemnity obligations of the Investor under this Section 6 shall survive the Closing Date applicable to the Investor and shall be in addition to any liability that the Investor may otherwise have (including, without limitation, liabilities under the Operating Agreement) and shall be binding upon and inure to the benefit of any successors, assigns, heirs or legal representatives of any Company Indemnitees and the Company.

## 7. Miscellaneous.

7.1 This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the internal laws of Nevada applicable to agreements made and to be wholly performed in such.

7.2 Failure of the Company to exercise any right or remedy under this Subscription Agreement or any other agreement between the Company and the Investor, or otherwise, or delay by the Company in exercising such right or remedy, will not operate as a waiver thereof.

7.3 This Subscription Agreement, the Investor Questionnaire and other agreements or documents referred to herein or in the Operating Agreement contain the entire agreement of the parties with respect to the subject matter hereof. There are no representations, warranties, covenants or other agreements except as stated or referred to herein and in such other agreements or documents.

7.4 This Subscription Agreement may be executed in counterparts with the same effect as if the parties executing the counterparts had all executed one counterpart.

7.5 Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, discharge or termination is sought.

7.6 Except as otherwise provided herein, this Subscription Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. If the Investor is more than one Person, the obligations of the Investor shall be joint and several, and the representations, warranties, covenants, agreements and acknowledgments herein contained shall be deemed to be made by and be binding upon each such Person and its successors and permitted assigns.

8. Funds-of-Funds. If the Investor is a private fund-of-funds (or other similar private collective investment vehicle), the Investor agrees that the Investor, its Manager and/or investment manager (or their equivalents) and their respective Affiliates may not reference the Company, the Manager, the Investment Manager or any of their Affiliates in any offering document, marketing material or similar disclosure prepared by or at the direction of, or with the cooperation of, the Investor, its Manager and/or investment manager (or their equivalents) or any of their respective Affiliates without the prior written consent of the Manager, which may be given or withheld in the Manager's sole discretion.

9. Acceptance of Potential Remedies. The Investor has read, is familiar with and understands the nature and scope of the rights and remedies provided to the Manager and the Company in the Operating Agreement in the event of failure to pay any part of the Investor's Capital Commitment or other payment obligations under the Operating Agreement when due, and is prepared to accept the exercise against the Investor of such rights and remedies in the event of such failure on the Investor's part.

10. Signature. By executing the signature page to this Subscription Agreement, the Investor agrees to be bound by the foregoing and the Operating Agreement.

11. Distributions. Distributions to the Investor in respect of its Interest shall be made as specified in the Investor Data Sheet or as otherwise specified in writing by the Investor to the Manager.

## Part 2. Investor Data Sheet.

The Investor:

Name of Investor: \_\_\_\_\_

Social Security Number or Taxpayer Identification Number: \_\_\_\_\_

Principal Place of Business of Investor:

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Post/Zip Code) (Country)

\_\_\_\_\_  
(Telephone) (Facsimile)

In providing the following contact information, please freely indicate where information requested is identical to information previously supplied.

Primary Contact Person:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Post/Zip Code)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Facsimile)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(E-mail Address)

Contact Person(s) for Financial Information and Reporting (including quarterly and annual financial reports and capital account statements):

---

(Name)

---

(Company)

---

(Street Address)

---

(City) (State) (Post/Zip Code)

---

(Telephone)

---

(Facsimile)

---

(E-mail Address)

---

(Name)

---

(Company)

---

(Street Address)

---

(City) (State) (Post/Zip Code)

---

(Telephone)

---

(Facsimile)

---

(E-mail Address)

Contact Person for Legal Documentation (please limit to one contact):

---

(Name)

---

(Company)

---

(Street Address)

---

(City) (State) (Post/Zip Code)

---

(Telephone)

---

(Facsimile)

---

(E-mail Address)

Contact Person for Tax Matters (including K-1 distribution) (please limit to one contact):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Post/Zip Code)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Facsimile)

\_\_\_\_\_  
(E-mail Address)

Wiring Instructions for Cash Distributions:

\_\_\_\_\_  
(Bank Name)

\_\_\_\_\_  
(ABA Number)

\_\_\_\_\_  
(Account Name)

\_\_\_\_\_  
(Account Number)

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Contact Telephone)

Delivery Instructions for Securities Distributions:

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Account Name)

\_\_\_\_\_  
(Account Number)

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Contact Telephone)

For Further Credit to (if any):

\_\_\_\_\_  
(Account Name)

\_\_\_\_\_  
(Account Number)

Form of ownership of the Interest:

FOR INDIVIDUALS (individuals must check one):

- Individual       Joint Tenants with right of survivorship individual must sign and complete the appropriate IRS Form in Part 5 of this Subscription Booklet)       Tenants-in-Common (each individual must sign and complete appropriate IRS Form in Part 5 of this Subscription Booklet)       Individual Retirement Plan

FOR ENTITIES (entities must check one):

- Corporation       Company       Limited Liability Company
- Trust       Foundation       Endowment
- Employee Benefit Plan       Keogh Plan       Governmental Plan
- Other: \_\_\_\_\_  
(specify)

Please check the appropriate box if the Investor elects to be treated as a [BHC Partner, Governmental Plan Partner, ERISA Partner, Tax-Exempt Partner, Section 892 Partner or Non-U.S. Partner], each as defined in the Operating Agreement:

- BHC Partner       Governmental Plan Partner
- ERISA Partner       Tax-Exempt Partner
- Section 892 Partner       Non-U.S. Partner

**Part 3. Signature Page.**

This page constitutes the signature page for the Subscription Agreement, including the Power of Attorney contained therein.

Your signature on this signature page constitutes execution of the Subscription Agreement, which includes the Investor Questionnaire and the Investor Data Sheet, evidences your agreement to be bound, and permits the Manager to execute the Operating Agreement as your attorney-in-fact.

\$ \_\_\_\_\_  
Amount of Subscription  
\_\_\_\_\_, \_\_\_\_\_

**INDIVIDUALS:**

_____ Signature
_____ Name  (Please type or print)

_____ Name of Spouse if Co-Owner  (Please type or print)
_____ Signature of Spouse if Co-Owner

**ENTITIES:**

_____ Name of Entity  (Please type or print)
---

By: _____ Name of Entity
-----------------------------

\_\_\_\_\_  
Name of Authorized Signatory

(Please type or print)

\_\_\_\_\_  
Title of Authorized Signatory

(Please type or print)

**ACCEPTED AND AGREED**

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\$ \_\_\_\_\_

**INJURYPRO SERVICES LLC**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Part 4. Notice of Privacy Policy and Practices.

We are committed to handling information about you responsibly and would like to let you know that we recognize and respect your right to privacy. We are providing this notice to you so that you will know what kinds of information we collect about you and the circumstances in which that information may be disclosed to third parties.

### Collection of Non-Public Personal Information

We collect non-public personal information about you from the following sources:

Subscription agreements and other forms or agreements; and

Correspondence (written, telephonic or electronic).

Information gathered from these sources may include your name, address, social security number, and information about your income level and/or assets.

### Disclosure of Non-Public Personal Information

We may disclose all of the information described above to certain third parties under one or more of these circumstances:

As Authorized – if you request or authorize the disclosure of the information; and

As Permitted by Law – for example, sharing information with companies who maintain or service customer accounts for us is permitted and is essential for us to provide you with necessary or useful services with respect to your investment.

### Security of Non-Public Personal Information

We restrict access to non-public personal information about you solely to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information. We will adhere to the policies and practices described in this notice regardless of whether you are a current or former investor.

This Privacy Notice relates to the following entities:

INJURY PRO MANAGEMENT FUND X LLC;

INJURYPRO SERVICES LLC

INJURY PRO CAP LLC

## Part 5. Tax Forms.

All Investors are required to submit appropriate tax forms. View current versions below:

Form W-9:

Instructions for the Requester of Form W-9

<http://www.irs.ustreas.gov/pub/irs-pdf/iw9.pdf>

Form W-9

<http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf>

Form W-8BEN:

Instructions for the Requester of Form W-8BEN

<http://www.irs.gov/pub/irs-pdf/iw8.pdf>

Instructions for Form W-8BEN

<http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>

Form W-8BEN

<http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

Form W-8ECI:

Instructions for the Requester of Form W-8ECI

<http://www.irs.gov/pub/irs-pdf/iw8.pdf>

Instructions for Form W-8ECI

<http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>

Form W-8ECI

<http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>

Form W-8EXP:

Instructions for the Requester of Form W-8EXP

<http://www.irs.gov/pub/irs-pdf/iw8.pdf>

Instructions for Form W-8EXP

<http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>

Form W-8EXP

<http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>

Form W-8IMY:

Instructions for the Requester of Form W-8IMY

<http://www.irs.gov/pub/irs-pdf/iw8.pdf>

Instructions for Form W-8IMY

<http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

Form W-8IMY

<http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>