CONFIDENTIAL

FIRST MOVER FUND, LP

SUBSCRIPTION DOCUMENTS

FIRST MOVER GP LLC
TELEPHONE: 856-600-1770
E-MAIL: INFO@VANDERSTYN.COM

FIRST MOVER FUND, LP

INSTRUCTIONS

These Subscription Documents are used in connection with the offering of limited partner interests (the "Interests") in First Mover Fund, LP, a Delaware limited partnership (the "Partnership"). Before making an investment decision, each prospective investor should carefully read the Confidential Private Placement Memorandum of the Partnership, the Amended and Restated Limited Partnership Agreement of the Partnership (as amended from time to time, the "Partnership Agreement"), and the attached Subscription Agreement. Each individual or entity for whose account the Interest is being purchased (the "Subscriber") must complete all applicable sections of these Subscription Documents in the following manner:

1. Each Subscriber must execute the Limited Partner Signature Page of the Subscription Agreement.

2. Each Subscriber must complete the Subscriber Information Form.

3. Each Subscriber must complete and execute the applicable U.S. Internal Revenue Service withholding form W-9, W-8BEN, W-8BEN-E, W-8EXP, W-8IMY or W-8ECI. The relevant forms are available at www.irs.gov. If completing a W-8IMY, the Subscriber must complete and execute withholding forms for each of its beneficial owners.

Each Subscriber shall (i) execute the Limited Partner Signature Page of the Subscription Agreement, (ii) complete the Subscriber Information Form, and (iii) complete and execute the applicable tax form(s).

All completed and executed documents referenced in clauses (i) through (iii) above should be emailed directly to **john.collins@firstmoverfund.com**.

In addition, the documents requested in the Anti-Money Laundering Supplement set forth on Appendix A, as applicable, should be completed and emailed to **john.collins@firstmoverfund.com** together with the Subscription materials.

Each Subscriber should carefully review the Privacy Policy contained in Appendix B.

Subscribers should contact John Collins at 856-600-1770 or **john.collins@firstmoverfund.com** with any questions regarding the Partnership Agreement or these Subscription Documents.

FIRST MOVER FUND, LP

SUBSCRIPTION AGREEMENT

1. This subscription agreement, including (a) the Subscriber Information Form, (b) the applicable U.S. Internal Revenue Service withholding form W-9, W-8BEN, W-8BEN-E, W-8EXP, W-8IMY, or W-8ECI, and (c) the Anti-Money Laundering Supplement and the Privacy Policy (collectively, the "Subscription Agreement") is made by and among First Mover Fund, LP, a Delaware limited partnership (the "Partnership"), First Mover GP LLC, a Delaware limited liability company and the general partner of the Partnership (the "General Partner"), and the undersigned individual(s) or entity (the "Subscriber"), who is hereby applying to become a limited partner in the Partnership ("Limited Partner"). This Subscription Agreement is made on the terms and conditions set forth herein and in the Amended and Restated Limited Partnership Agreement of the Partnership (including all exhibits, as amended from time to time, the "Partnership Agreement"). Capitalized terms used but not defined in this Subscription Agreement have the meanings set forth in the Partnership Agreement. To the extent that terms used herein are inconsistent with those of the Partnership Agreement, the Partnership Agreement will control. Whenever reference is made in this Subscription Agreement to the "discretion" of the General Partner, it means the General Partner's "sole and absolute discretion." Any reference to the "General Partner" shall be deemed to include any agents of the General Partner.

2. The Subscriber shall complete and execute this Subscription Agreement and submit all requested documents by email to **john.collins@firstmoverfund.com**.

Upon acceptance of this Subscription Agreement on behalf of the Partnership by the General Partner (by its execution of the General Partner Acceptance Page), the Subscriber shall become a Limited Partner, be subject to the terms and conditions of the Partnership Agreement, and hold a limited partnership interest in the Partnership (an "Interest"). The General Partner will give effect to such entitlement pursuant to the power of attorney granted by the Subscriber under Section 19 of this Subscription Agreement.

3. The Partnership and the General Partner may rely conclusively upon, and will incur no liability in respect of, any action taken upon any notice, consent, request, instructions, or other instrument believed, in good faith, to be genuine or signed by properly authorized persons.

4. The Subscriber acknowledges that this Subscription Agreement is irrevocable but is conditioned upon acceptance on behalf of the Partnership by the General Partner. The Subscriber shall specify on the Limited Partner Signature Page the amount of its intended Commitment. Subject to the terms hereof, the Subscriber shall be admitted to the Partnership by providing the Partnership with a Commitment to provide funds to the Partnership in accordance with the terms of the Partnership Agreement. If the Subscriber's intended Commitment amount is rejected in whole or in part, any payment remitted by the Subscriber that relates to such wholly or partially rejected Commitment shall be returned without interest to the account from which it was remitted. Because of anti-money laundering concerns, the Partnership will not accept investments made in cash, including currency (i.e., coin or paper money), cashier's checks, traveler's checks, bank drafts, and money orders. The Subscriber agrees that it may subscribe for additional Interests in





accordance with the terms of the Partnership Agreement in effect on the date of this Subscription Agreement.

5. The Subscriber hereby represents and warrants to, and agrees and covenants with, the Partnership and the General Partner, as of the date hereof, that:

(a) The Subscriber hereby agrees to be bound by the terms of the Partnership Agreement. The Subscriber understands that the purchase of an Interest involves certain risks and conflicts of interest, including those described in the Confidential Private Placement Memorandum of the Partnership (as amended from time to time, the "Offering Memorandum"). On that basis, and on the basis of all other necessary advice and analysis, the Subscriber has determined that the Subscriber's investment in an Interest is suitable and appropriate in light of the foregoing considerations. Further, the Subscriber has not relied on the General Partner or its affiliates, nor has the Subscriber relied on Vanderstyn Inc., which serves as the investment manager of the Partnership (the "Management Company"), in determining whether to invest in the Partnership.

(b) The Interests being subscribed for by the Subscriber are being purchased for the Subscriber's own account, for investment and not with a view to resale or distribution. The Subscriber has no plan or intention to sell, exchange or otherwise dispose of its Interests. The Subscriber understands and acknowledges that the Interests have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state or other jurisdiction by reason of specific exemptions under the provisions thereof, which depend in part upon the representations made by the Subscriber in this Subscription Agreement, including the Subscriber Information Form, in connection with its purchase of Interests, and that no such registration is contemplated. The Subscriber understands and acknowledges that the Partnership is relying upon the Subscriber's representations and agreements contained in this Subscription Agreement, including the Subscriber Information Form (and other information furnished by the Subscriber), for the purpose of determining whether this transaction meets the requirements for such exemptions. The Subscriber understands and acknowledges that its Interest may not be sold, transferred or otherwise disclosed of except pursuant to registration or an exemption therefrom under the Securities Act and applicable securities laws of any state or other jurisdiction and the provisions of the Partnership Agreement. As a consequence, the Subscriber understands and acknowledges that the Subscriber must bear the economic risks of an investment in the Partnership for an indefinite period of time.

(c) The Subscriber has made an independent determination of the investment, accounting, legal and tax aspects of acquiring an Interest and has depended on the advice of its own counsel, advisers and accountants, and acknowledges that the Partnership has no responsibility with respect to such matters and such advice. The Subscriber has the necessary knowledge and experience in financial and business matters to enable it to evaluate the merits and risks of a purchase of Interests, and believes that an investment in the Partnership is suitable and appropriate for the Subscriber. The Subscriber has been furnished and has carefully read the Offering Memorandum and the Partnership Agreement. The Subscriber further acknowledges that the General Partner has granted the Subscriber access to all information regarding the Partnership that the Subscriber has



requested and has offered the Subscriber access to all further information it has deemed relevant to a decision to invest in the Partnership.

(d) The Subscriber is an "accredited investor," as defined in Rule 501(a) under the Securities Act.

(e) If the Subscriber is not a natural person,

i. The Subscriber has the power and authority to enter into this Subscription Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby;

ii. The person signing this Subscription Agreement on behalf of the Subscriber has been duly authorized to execute, deliver and comply with the terms of this Subscription Agreement;

iii. Such execution, delivery and compliance by the Subscriber does not conflict with, or constitute a default under, any instrument governing the Subscriber, any federal or state law, regulation or order, or any agreement to which the Subscriber is a party or by which the Subscriber is bound; and

iv. This Subscription Agreement has been duly executed by, and constitutes a legally binding agreement of, the Subscriber and does not require on the part of the Subscriber any approval, authorization, license or filing from or with any foreign, federal, state or municipal board or agency.

(f) If the Subscriber is a natural person or more than one natural person,

i. All references to the "Subscriber" or "its" will be deemed to refer to the natural person and/or all signatories, and all understandings, representations, warranties and covenants will be deemed to have been made jointly and severally;

ii. The Subscriber has all requisite legal capacity to acquire and hold the Interests and to execute, deliver and comply with the terms of this Subscription Agreement;

iii. Such execution, delivery and compliance by the Subscriber does not conflict with, or constitute a default under, any instrument governing the Subscriber, any federal or state law, regulation or order (including any community property law, if applicable), or any agreement to which the Subscriber is a party or by which the Subscriber is bound; and

iv. This Subscription Agreement has been duly executed by, and constitutes a legally binding agreement of, the Subscriber and does not require on the part of the Subscriber any approval, authorization, license or filing from or with any foreign, federal, state or municipal board or agency.



(g) Shareholders, partners, plan participants and beneficiaries and other holders of equity or beneficial interests in the Subscriber are not able to individually decide whether to participate or the extent of their participation in the Subscriber's investment in the Partnership (i.e., shareholders, partners, plan participants and beneficiaries and other holders of equity or beneficial interests in the Subscriber cannot determine whether their capital will form part of the capital invested by the Subscriber in the Partnership). To the best of the Subscriber's knowledge, it does not control, nor is it controlled by or under common control with, any other investor in the Partnership, and no other person or persons will have a beneficial interest in the Interests to be acquired hereunder (other than as a shareholder, partner, plan participant or beneficiary or other beneficial owner of equity interests in the Subscriber).

(h) No provision of any applicable federal or state law, regulation or order (including any community property law, if applicable), or document by which the Subscriber is bound prohibits the purchase of the Interests by the Subscriber.

(i) The Subscriber is not acquiring the Interests with a view to realizing any benefits under U.S. federal income tax laws, and no representations have been made to the Subscriber that any such benefits will be available as a result of the Subscriber's acquisition, ownership or disposition of the Interests.

(j) The Subscriber acknowledges and agrees that the Partnership Agreement permits certain investments and transactions among the Partnership and the General Partner, the Management Company and their affiliates and others that present conflicts of interest. Please see the Offering Memorandum for important disclosures regarding potential and actual conflicts of interest.

(k) The Subscriber acknowledges that the Partnership and/or Bolder Fund Service (the "Administrator"), may not accept any investment from the Subscriber if the Subscriber cannot truthfully make the representations set forth in the preceding subsections of this Section 5.

(l) If the Subscriber is (i) an employee benefit plan, program or arrangement within the meaning of Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is subject to Part 4 of Title I of ERISA, ("employee benefit plan") (ii) a plan, individual retirement account or Keogh plan, which covers only self-employed individuals (as defined in Section 4975(e)(1) of the Code) that is subject to Section 4975 of the Code (a "Code Plan"), (iii) an entity whose assets are deemed for any purpose of ERISA or Section 4975 of the Code to hold "plan assets" of any such employee benefit plan or Code Plan, or (iv) an arrangement described under any provisions of U.S. federal, state, local, non-U.S. or other laws or regulations that are substantially similar to those provisions contained in Title I of ERISA or Section 4975 of the Code (collectively, "Similar Laws," and together with the plans or entities described in clauses (i), (ii) and (iii) hereof, each a "Plan"), then the fiduciary executing this Subscription Agreement on behalf of the Plan (the "Fiduciary") represents and warrants to the Partnership that:



i. the Plan's commitment to purchase an Interest does not, in the aggregate, constitute more than 20% of the fair market value of the Plan's assets (or such lower percentage as may be required under Similar Laws);

ii. the Fiduciary is aware of, understands and has considered the following with respect to the Plan's investment in the Partnership and has determined that, in view of such considerations, the purchase of an Interest is consistent with the Fiduciary's responsibilities under ERISA and any Similar Laws:

A. the Partnership's investment objectives, policies and strategies, and the role such investment or investment course of action plays in that portion of the Plan's portfolio that the Fiduciary manages;

B. whether the investment or investment course of action is reasonably designed as part of that portion of the portfolio managed by the Fiduciary to further the purposes of the Plan, taking into account both the risk of loss and the opportunity for gain that could result therefrom;

C. the composition of that portion of the portfolio that the Fiduciary manages with regard to diversification;

D. the liquidity and current rate of return of that portion of the portfolio managed by the Fiduciary relative to the anticipated cash flow requirements of the Plan;

E. the reasonableness of the compensation to be paid to the Management Company, General Partner and their affiliates, if any, and the fact that the objectives of any particular Subscriber will not be taken into account in the management and operation of the Partnership;

F. the projected return of that portion of the portfolio managed by the Fiduciary relative to the funding objectives of the Plan; and

G. the risks associated with an investment in the Partnership;

iii. the Fiduciary is not relying on and has not relied on the General Partner, the Management Company, nor any of their affiliates for any evaluation or investment advice in respect of the advisability of an investment in the Partnership in light of the Plan's assets, cash needs, investment policy or strategy, overall portfolio composition or plan for diversification of assets, the General Partner, the Management Company, nor any of their affiliates acted as a fiduciary with respect to any decision by the fiduciary of a Plan to invest assets of the Plan in the Partnership, nor has the General Partner, the Management Company, nor any of their affiliates provided impartial investment advice with respect to any decision by the fiduciary of such Plan to invest in the Partnership;

iv. the Fiduciary (A) is responsible for the decision to invest in the Partnership; (B) is independent of the Partnership, the General Partner, the



Management Company and/or any of their affiliates; (C) is qualified to make such investment decision; and (D) meets any applicable independent fiduciary requirements;

v. the Plan's investment in the Partnership is not a "prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975(c) of the Code or Similar Laws, which is not exempted by statute, regulation or administrative exemption;

vi. the Plan's investment in the Partnership could generate "unrelated business taxable income" within the meaning of Section 512 of the Code for the Plan;

vii. the Plan agrees to advise the Partnership of the percentage of its assets which are considered to constitute "plan assets" and must notify the Partnership promptly in the event of any change in such percentage; and

viii. the Plan's investment in the Partnership is permissible under the documents governing the investment of its plan assets and under ERISA, the Code and Similar Laws.

(m) If the Subscriber is directly or indirectly investing the assets of a Plan that is not subject to Title I of ERISA or Section 4975 of the Code but is subject to (i) any Similar Laws or (ii) the provisions of any law or regulation similar to the DOL's ERISA plan asset regulations or that would otherwise provide that the assets of the Partnership could be deemed to include "plan assets" under such law or regulation, the Partnership's assets shall not constitute the assets of such Plan under the provisions of any applicable Similar Law.

6. The Subscriber represents and warrants that the Subscriber's Capital Contributions are not and will not be directly or indirectly derived from illegal or illegitimate activities, including any activities that would violate U.S. federal or state laws or any laws and regulations of other countries.

(a) The Subscriber acknowledges that U.S. federal law, regulations and Executive Orders administered by the Treasury Department's Office of Foreign Assets Control ("OFAC") and/or the Department of State prohibit the Partnership, the General Partner and the Management Company from, among other things, engaging in transactions with, and the provision of services to, or from, (i) persons on the list of Specially Designated Nationals and Blocked Persons[1]; (ii) certain sanctioned governments and jurisdictions; (iii) persons (individuals and entities) ordinarily resident in those jurisdiction identified in (ii); entities owned 50 percent or more by persons identified in (i) or (ii); and (iv) the Government of Venezuela and any entities it owns or controls (the "OFAC Maintained Sanctions").

[1] This list may be accessed at http://www.treas.gov/ofac.

(b) The Subscriber acknowledges and understands that to ensure compliance with statutory and other requirements relating to money laundering, the General Partner may require verification of identity from the Subscriber and may request that the Subscriber provide copies of any document and any additional information that the General Partner deems reasonable or necessary to verify, among other things, the identity of the Subscriber and, in certain instances, the source and legitimacy of the funds to be invested in the Partnership. Please see the documents requested pursuant to the Anti-Money Laundering Supplement. Depending on the circumstances of each subscription, a detailed verification of the Subscriber may be required. If, within a reasonable period of time following such a request for verification of identity, the General Partner has not received evidence satisfactory to the General Partner as aforesaid, the General Partner may, in its discretion, refuse to sell the Interest to the Subscriber, in which event any Capital Contribution will be returned without interest to the Subscriber. The Subscriber acknowledges that, in the event of the breach by the Subscriber of representations made by it with respect to its identity or if the Subscriber is found to be acting on behalf of or for the benefit of any person or entity subject to an OFAC Maintained Sanction, the General Partner may be obligated to freeze the investment of the Subscriber, either by prohibiting additional investments and/or segregating the assets constituting the investment, in accordance with applicable regulations, and the Subscriber shall have no claim against the General Partner, the Partnership, the Management Company or their affiliates for any form of damages as a result of any of the aforementioned actions.

(c) The Subscriber acknowledges and agrees that Interests will not be issued until such time as the General Partner or the Administrator has received and is satisfied with all the information and documentation requested to verify the Subscriber's identity.

(d) The Partnership prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities subject to an OFAC Maintained Sanction, (iii) for a foreign political figure, any member of a foreign political figure's immediate family or any close associate of a foreign political figure, unless the Partnership, after being specifically notified by the Subscriber in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, (iv) for a foreign shell bank[2]; or (v) or for an entity or jurisdiction identified as subject to USA PATRIOT Section 311 Special Measures (such persons or entities in (i) - (v) are collectively referred to as "Prohibited Persons"). The Subscriber represents and warrants that it is not, and is not acting directly or indirectly on behalf of, a Prohibited Person.

[2] Generally speaking, a "foreign shell bank" means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (*1*) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable; and (*2*) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank.

(e) To the extent the Subscriber has any beneficial owners,[3] (i) the Subscriber has carried out thorough due diligence to establish the identities of such beneficial owners, (ii) based on such due diligence, the Subscriber reasonably believes that no such beneficial owners are Prohibited Persons, (iii) the Subscriber holds the evidence of such identities and status and will maintain all such evidence for at least five years from the date the Subscriber ceases to be a Limited Partner and (iv) the Subscriber will make available such information and any additional information requested by the Partnership that is required under applicable regulations.

(f) The Subscriber represents and warrants that, if it is an entity designated as a "financial institution" in the U.S. Bank Secrecy Act of 1970 as modified by the USA PATRIOT Act of 2001 (generally including, but not limited to, banks, trust companies, thrift institutions, agencies or branches of foreign banks, investment bankers, broker-dealers, investment companies, certain insurance companies offering covered products, investment advisers, futures commission merchants, commodity trading advisors, and commodity pool operators), the Subscriber has implemented and enforces an anti-money laundering program that is compliant with applicable law.

(g) The Subscriber acknowledges and agrees that the General Partner, the Administrator and the Partnership, in complying with anti-money laundering statutes, regulations and goals, may file voluntarily and/or as required by law suspicious activity reports ("SARs") or any other information with governmental and law enforcement agencies that identify transactions and activities that the Partnership or its agents reasonably determine to be suspicious, or is otherwise required by law. The Subscriber hereby consents to the disclosure by the Partnership, the General Partner and/or the Administrator of any information about the Subscriber to regulators and others upon request in connection with money laundering and similar matters both in the United States and in other jurisdictions.

(h) The Subscriber acknowledges that the Partnership, the General Partner and the Administrator are prohibited by law from disclosing to third parties, including the Subscriber, any filing or the substance of any SAR.

(i) The Subscriber acknowledges and agrees that upon written request from the Partnership, the Subscriber will provide additional information or take such other actions as may be necessary or advisable for the Partnership (in the sole judgment of the Partnership, the General Partner and/or the Administrator) to comply with all applicable statutes, rules, regulations and policies, including any policies applicable to the Partnership's portfolio investments held or proposed to be held by the Partnership, any disclosure and compliance policies, related legal process or appropriate requests (whether

[3] Beneficial owners include, but are not limited to: (*i*) shareholders of a corporation; (*ii*) partners of a partnership; (*iii*) members of a limited liability company; (*iv*) investors in a fund-of-funds; (*v*) the grantor of a revocable or grantor trust; (*vi*) the beneficiaries of an irrevocable trust; (*vii*) the individual who established an IRA; (*viii*) the participant in a self-directed pension plan; (*ix*) the sponsor of any other pension plan; and (*x*) any person being represented by the Subscriber in an agent, representative, intermediary, nominee or similar capacity. If the beneficial owner is itself an entity, the information and representations set forth herein must also be given with respect to its individual beneficial owners. If the Subscriber is a publicly-traded company, it need not conduct due diligence as to its beneficial owners.

formal or informal) or otherwise. The Subscriber by executing this Subscription Agreement consents, and by owning an Interest will be deemed to have consented, to disclosure by the Partnership and its agents, including the General Partner and the Administrator, to relevant third parties of information, including confidential information, pertaining to it in respect of disclosure and compliance policies or information requests related thereto. Failure to honor any such request may result in withdrawal by the Partnership or a forced sale to another investor of such Subscriber's Interest.

(j) The Subscriber acknowledges and agrees that, pursuant to applicable law, the Partnership may be obligated to freeze the Subscriber's account, either by prohibiting additional Capital Contributions from the Subscriber, suspending distributions otherwise distributable to the Subscriber and/or segregating assets attributable to the Subscriber, each in compliance with governmental regulations; and, the General Partner may also be required to report such actions and to disclose the Subscriber's identity to OFAC, FinCEN, or other applicable governmental and regulatory authorities. The Subscriber further acknowledges and agrees that the General Partner may, by written notice to the Subscriber, suspend distributions payable to the Subscriber if the General Partner reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Partnership, the General Partner or any of the Partnership's other service providers.

(k) The Subscriber confirms that all information and documentation provided to the Partnership, the General Partner and/or the Administrator, including, but not limited to, all information regarding the Subscriber's identity, business, investment objectives, and source of the funds to be invested in the Partnership, is true, correct and complete.

(l) The Subscriber acknowledges that the Partnership and/or the Administrator on the Partnership's behalf may not accept any investment from the Subscriber if the Subscriber cannot truthfully make the representations set forth in the preceding subsections of this Section 6.

(m) The Subscriber acknowledges that distributions during the term of the Partnership are provisional in nature and that final allocations and distributions will be determined pursuant to the time-weighted allocation methodology and True-Up mechanism set forth in the Partnership Agreement

7. The Subscriber agrees to notify the General Partner promptly in writing if any of the representations, warranties and covenants contained in this Subscription Agreement (and any other information provided by the Subscriber in connection with the subscription for Interests in the Partnership) cease to be accurate in any respect, and to promptly provide the General Partner with such further information as the General Partner may reasonably require.

8. "FATCA" means, as the context requires, Sections 1471 through 1474 of the Code and any regulations or administrative pronouncements promulgated hereunder and similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting and/or withholding tax regimes. Under FATCA, a 30% U.S. withholding tax may apply to any U.S.-source "withholdable payments" made to a non-U.S. entity, unless the non-U.S. entity enters into an agreement with the U.S. Internal Revenue Service ("IRS") to collect



and provide to the IRS annually substantial information regarding interests owned by its investors, including "specified United States persons" and "United States owned foreign entities," or otherwise demonstrates its compliance with or exemption from FATCA. The term "withholdable payment" generally includes any payment of interest (even if the interest is otherwise exempt from the withholding rules described above), dividends, and the gross proceeds of a disposition of stock (including a liquidating distribution from a corporation) or debt instruments, in each case with respect to any U.S. investment. In this regard:

(a) The Subscriber acknowledges that the Partnership, the General Partner and/or the Administrator will determine, in their sole discretion, how to comply with FATCA in connection with the Subscriber's investment in the Partnership;

(b) The Subscriber acknowledges and agrees that it shall have no claim against the Partnership, the General Partner, the Management Company, the Administrator, or their affiliates, or the partners, officers, directors, members, managers, employees, board members, agents and shareholders of any of them, for any damages or liabilities attributable to determinations made pursuant to clause (a) above; and

(c) The Subscriber further agrees to provide to the Partnership or its agents, upon request, any documentation or other information regarding the Subscriber and its beneficial owners that the Partnership or its agents may require from time to time in connection with the Partnership's obligations under, and compliance with, applicable laws and regulations including, but not limited to FATCA. By executing this Subscription Agreement, the Subscriber waives any provision under the laws and regulations of any jurisdiction that would, in the absence of such waiver, prevent or inhibit the Partnership's compliance with applicable law as described in this paragraph including, but not limited to preventing (i) the Subscriber from providing any requested information or documentation, or (ii) the disclosure by the Partnership or its agents of the provided information or documentation to applicable governmental or regulatory authorities. The Subscriber further acknowledges that the Partnership and the General Partner may take such action as each of them considers necessary in relation to such Subscriber's holding and/or distribution proceeds to ensure that any withholding tax payable by the Partnership, and any related costs, interest, penalties and other losses and liabilities suffered by the Partnership, the Administrator, or any other investor, or any agent, delegate, employee, board member, director, officer or affiliate of any of the foregoing persons, arising from such Subscriber's failure to provide any requested documentation or other information to the Partnership, is economically borne by such Subscriber.

9. The Subscriber hereby agrees and covenants that it shall not make an election under Section 732(d) of the Code without the prior written consent of the General Partner. If the Partnership elects to be treated as an electing investment partnership, the Subscriber shall cooperate with the Partnership to maintain such status, (b) not take any action that would be inconsistent with such election, (c) provide the General Partner with any information necessary to allow the Partnership to comply with its tax reporting and other obligations as an electing investment partnership, and (d) provide the General Partner and the Subscriber's transferee, promptly following the transfer of the Subscriber's interest, with the information required under Section 6031(b) of the Code or otherwise to be furnished to the Partnership or such transferee,



including such information as is necessary to enable the Partnership and such transferee to compute the amount of losses disallowed under Section 743(e) of the Code. Whether or not the Partnership makes an election to be treated as an electing investment partnership, the Subscriber shall, promptly upon request, provide the General Partner with any information related to the Subscriber necessary to allow the Partnership to comply with (i) its obligations to make tax basis adjustments under Sections 734 or 743 of the Code and (ii) any other tax reporting obligations of the Partnership.

10. The Subscriber will execute, deliver, acknowledge and file any and all further documents and provide any and all further information (including copies of its organizational instruments, the identities of its beneficial owners (if any), current financial information with respect to it and/or any such beneficial owners) that the Partnership or the General Partner may deem necessary or appropriate in connection with the transactions contemplated by this Subscription Agreement.

11. The Subscriber understands that the beneficial owners of the Partnership have very limited or no rights to (a) amend or terminate the Partnership Agreement or terminate the Partnership, (b) appoint, select, vote for or remove the General Partner, or (c) otherwise take part in the conduct of the business of the Partnership, participate in the business decisions of the Partnership or otherwise in connection with the Partnership's assets.

12. The Subscriber hereby agrees to notify the General Partner prior to any dissolution, liquidation or termination (other than by merger or consolidation) of the Subscriber and further agrees not to effect any such dissolution, liquidation or termination until the Subscriber ceases to be a Limited Partner. The Subscriber, if an individual, hereby agrees to use his or her best efforts to ensure that his or her estate, and any guardian that might be appointed in the event of the adjudication of incapacity, are instructed to notify the General Partner of any such occurrence.

13. Except as otherwise specifically provided in the Partnership Agreement, the General Partner will not be subject to any liability to the Subscriber, or to any other person, for any loss or diminution of the Partnership's assets resulting from any action taken or omitted by the General Partner.

14. The representations and warranties of the Subscriber in, and the other provisions of, this Subscription Agreement, including the Subscriber Information Form, shall survive the execution and delivery of this Subscription Agreement, including the Subscriber Information Form, and the admission of the Subscriber to the Partnership.

15. The Subscriber understands that the information provided herein will be relied upon by the General Partner and the Partnership for purposes of determining the eligibility of the Subscriber to purchase and hold an Interest. To the maximum extent permitted by law, the Subscriber hereby agrees to indemnify the Partnership, the General Partner, the Management Company, the Administrator and the affiliates of the foregoing and their agents, and each of their respective partners, principals, members, managers, trustees, directors, officers, employees, board members, agents, advisers and affiliates, and their respective personnel and each Person who previously served in such capacity (the "Indemnified Parties") against any and all losses, damages, liabilities, costs and expenses (including attorneys' fees and expenses) incurred or sustained by



reason of, or in connection with, any breach of any representation, warranty, covenant or agreement of the Subscriber contained in this Subscription Agreement or in any other document provided by the Subscriber to the Partnership in connection with the Subscriber's subscription for Interests. Notwithstanding any provision of this Subscription Agreement, the Subscriber does not waive any rights granted to it under applicable securities laws. The Indemnified Parties shall be held harmless and be indemnified by the Subscriber against any loss arising from the failure to process this Subscription Agreement if any requested information by the Partnership, the General Partner, the Administrator or an agent thereof was not provided by the Subscriber. The terms of this Section 15 shall survive the date of this Subscription Agreement. The Subscriber intends that the Indemnified Parties be entitled to be indemnified under this Subscription Agreement and have the right to enforce such indemnification as if they were parties hereto.

16. The Subscriber agrees that the Subscriber shall not take any action to present a petition or commence any case, proceeding, proposal or any action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, arrangement in the nature of insolvency proceedings, adjustment, winding-up, liquidation, dissolution, composition or analogous relief with respect to the Partnership or the debts of the Partnership, unless and until a debt is immediately due and payable by the Partnership to the Subscriber.

17. The Subscriber agrees that this Subscription Agreement, the Partnership Agreement, the Offering Memorandum and all financial statements, tax reports, valuations, reviews or analyses of potential or actual portfolio companies or investments, reports or other materials prepared or produced by the Partnership, the General Partner, the Management Company and the affiliates of the foregoing or their agents, and all other documents and information concerning the affairs of the Partnership and its investments, including, without limitation, information about potential investments, the persons investing in the Partnership and any leverage transactions (collectively, the "Confidential Information") that the Subscriber may receive pursuant to or in accordance with this Subscription Agreement, or otherwise as a result of its ownership of an interest in the Partnership, constitute proprietary and confidential information about the Partnership, the General Partner, the Management Company and the affiliates of the foregoing and their agents (the "Affected Parties"). The Subscriber acknowledges that the Affected Parties derive independent economic value from the Confidential Information not being generally known and that the Confidential Information is the subject of reasonable efforts to maintain its secrecy. The Subscriber further acknowledges that the Confidential Information is a trade secret, the disclosure of which is likely to cause substantial and irreparable competitive harm to the Affected Parties or their respective businesses. The Subscriber shall not reproduce any of the Confidential Information or portion thereof or make the contents thereof available to any third party other than a disclosure on a need-to-know basis to the Subscriber's legal, accounting or investment advisers, auditors and representatives (collectively, "Representatives") without the prior consent of the General Partner, except to the extent compelled to do so in accordance with applicable law (in which case the Subscriber shall promptly notify the General Partner of the Subscriber's obligation to disclose any Confidential Information) or with respect to Confidential Information that otherwise becomes publicly available other than through breach of this provision by the Subscriber. Notwithstanding any provision of this Subscription Agreement to the contrary, the General Partner may withhold disclosure of any Confidential Information (other than this Subscription Agreement, the Partnership Agreement or tax reports) to the Subscriber if the General



Partner reasonably determines that the disclosure of such Confidential Information to the Subscriber may result in the general public gaining access to such Confidential Information. The Subscriber agrees to notify the Subscriber's Representatives about their obligations in connection with this Section 17 and will further cause such Representatives to abide by the aforesaid provisions of this Section 17.

18. At its discretion, the Partnership, the General Partner, the Management Company or an affiliate of the foregoing or their agent may provide to the Subscriber (or the Subscriber's designated agents) privacy statements, financial information, reports and other communications relating to the Partnership, and/or the Subscriber's investment in the Partnership in electronic form, such as email. By signing this Subscription Agreement, the Subscriber consents to electronic delivery as described in the preceding sentence. In so consenting, the Subscriber acknowledges that email messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. The Subscriber also acknowledges that an email from the Partnership, the General Partner, Management Company or an affiliate of the foregoing or their agent may be accessed by recipients other than the Subscriber and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. None of the Partnership, the General Partner, Management Company or an affiliate of the foregoing or their agent gives any warranties in relation to these matters. If the Subscriber has any doubts about the authenticity of an email purportedly sent by the Partnership, the General Partner, Management Company or an affiliate of the foregoing or their agent, or any of their designees, the Subscriber will be required to contact the purported sender immediately.

19. By executing this Subscription Agreement, the Subscriber does irrevocably constitute and appoint the General Partner, with full power of substitution, as its true and lawful representative and attorney-in-fact in its name, place and stead to make, execute, sign, acknowledge, swear to and file with respect to the Partnership:

(a) the signature page of the Partnership Agreement, as of the date of the acceptance of the Subscriber's subscription to the Partnership;

(b) all certificates and other instruments, including any amendments to the Partnership Agreement or the Certificate of Formation, which the General Partner deems appropriate to form, qualify or continue the Partnership as a limited partnership (or a company in which the members have limited liability) in the State of Delaware and all other jurisdictions in which the Partnership conducts or plans to conduct its affairs;

(c) any amendments to the Partnership Agreement or any other agreement or instrument which the General Partner deems appropriate to (i) effect the addition, substitution or removal of any Limited Partner or General Partner pursuant to the Partnership Agreement or (ii) effect any other amendment or modification to the Partnership Agreement, but only if such amendment or modification is duly adopted in accordance with the terms hereof;



(d) all conveyances and other instruments which the General Partner deems appropriate to reflect the dissolution and termination of the Partnership (including a Certificate of Cancellation of the Certificate of Limited Partnership);

(e) any business certificate, fictitious name certificate, amendment thereto or other instrument or document of any kind necessary or desirable to accomplish the Partnership's business purposes and objectives or required by any applicable U.S., state, local or other law or regulation; and

(f) all documents that may be reasonably determined by the General Partner to be necessary or appropriate with respect to satisfying any tax reporting responsibilities imposed upon the Partnership.

The power of attorney granted herein shall be deemed to be coupled with an interest, shall survive and not be affected by the dissolution, bankruptcy or legal disability of the Subscriber, and shall extend to the Subscriber's successors and assigns. Any Person dealing with the Partnership may conclusively presume and rely upon the fact that any instrument referred to above, executed by such attorney-in-fact and agent, is authorized, regular and binding, without further inquiry. If required, the Subscriber shall execute and deliver to the General Partner within five (5) days after the receipt of a request therefor, such further designations, powers of attorney or other instruments as the General Partner shall reasonably deem necessary for the purposes hereof. The foregoing power-of-attorney may be exercised by the General Partner either by signing separately as attorney-in-fact for the Subscriber or, after listing the names of the Subscriber and other subscribers for Interests, by a single signature of the General Partner acting as attorney-in- fact for all of them.

20. Except as otherwise provided herein, this Subscription Agreement shall be binding upon and inure to the benefit of the Subscriber, the General Partner and the Partnership, and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns. If the Subscriber is more than one person, the obligations hereunder of the Subscriber shall be joint and several and the representations, warranties and covenants herein contained shall be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, legatees, devisees, assigns, legal representatives and successors. Each Indemnified Party is a third-party beneficiary of this Subscription Agreement. The terms of this Section 20 shall survive the date of this Subscription Agreement.

21. This Subscription Agreement may be amended only by an instrument signed by the parties hereto. A waiver of any provision of this Subscription Agreement must be in writing, designated as such, and signed by the party against whom enforcement of such waiver is sought. The waiver by a party of a breach of any provision of this Subscription Agreement shall not operate or be construed as a waiver of any subsequent or other breach hereof.

22. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflict of laws.

23. To the fullest extent permitted by law, by executing this Subscription Agreement, the Subscriber hereby agrees that any controversy or claim arising out of or relating to this



Subscription Agreement, or the breach thereof, shall be settled by arbitration in Dover, Delaware USA in accordance with Section 13.11 of the Partnership Agreement. The Subscriber expressly acknowledges that, pursuant to this Section 23, it is waiving its right to jury trial with regard to all matters for which arbitration is required. THE SUBSCRIBER AND THE GENERAL PARTNER, ON BEHALF OF ITSELF AND THE PARTNERSHIP, IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR PROCEEDING BY OR AGAINST THE GENERAL PARTNER OR ANY SERVICE PROVIDER (OR THEIR RESPECTIVE DIRECT OR INDIRECT OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR BOARD MEMBERS IN THEIR CAPACITY AS SUCH, OR IN ANY RELATED CAPACITY) OR THE PARTNERSHIP, OR IN ANY WAY RELATING TO THIS SUBSCRIPTION AGREEMENT, THE PARTNERSHIP AGREEMENT OR THE OFFERING MEMORANDUM.

24. This Subscription Agreement may be executed in one or more counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.



FIRST MOVER FUND, LP
LIMITED PARTNERSHIP SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement for the subscription of Interests in the Partnership with effect from the date set forth on the General Partner's acceptance page (the "General Partner Acceptance Page"). This page constitutes the signature page for each of (a) the Subscription Agreement for the subscription of the Interests for a commitment amount accepted by the General Partner and set forth on the General Partner Acceptance Page, which amount shall not exceed the dollar amount set forth below under "Subscription" and (b) the Partnership Agreement to which, upon acceptance by the General Partner, the undersigned shall be admitted as a Limited Partner. The undersigned hereby authorizes this signature page to be attached to a counterpart of such Partnership Agreement executed by the General Partner. The undersigned hereby represents that: (i) the undersigned has carefully read and is familiar with this Subscription Agreement, the Partnership Agreement and the Offering Memorandum; and (ii) the information contained in this Subscription Agreement, including the Subscriber Information Form and, as appropriate, the applicable U.S. Internal Revenue Service withholding form W-9, W-8BEN, W-8BEN-E, W-8EXP, W-8IMY or W-8ECI and any self-certification form, and any information or documents submitted in connection with the Anti-Money Laundering Supplement, is complete and accurate and may be relied upon. **The undersigned agrees to notify the General Partner promptly in writing should there be any change in any of the foregoing information**.

SUBSCRIPTION

Subscriber's Requested Commitment Amount: $ _____

FOR COMPLETION BY SUBSCRIBERS WHO ARE NATURAL PERSONS (i.e. individuals):

_____
Name of Subscriber

_____
Signature

_____
Name of Subscriber's spouse if subscribing jointly with his or her spouse

_____
Signature of Subscriber's spouse if subscribing jointly with his or her spouse

FOR COMPLETION BY SUBSCRIBERS WHO ARE NOT NATURAL PERSONS (i.e. corporations, partnerships, LLCs, trusts):

_____
Name of Subscriber

By:_____
(signature of authorized person)

Name:_____
(print or type name of authorized person)

Title:_____
(print or type title of authorized person)

FIRST MOVER FUND, LP

SUBSCRIPTION AGREEMENT
GENERAL PARTNER ACCEPTANCE PAGE
(To Be Completed by the General Partner)

By its execution and delivery of this General Partner Acceptance Page, First Mover GP LLC, the general partner of First Mover Fund, LP, hereby accepts the foregoing subscription on the terms set forth in the Subscription Agreement on behalf of First Mover Fund, LP either for (a) the Capital Commitment set forth below or (b) if the Capital Commitment below is left blank, the Subscriber's requested Subscription amount set forth in the space provided for the "Subscriber's Requested Commitment Amount" on its signature page to the Subscription Agreement, and by such acceptance admits the Subscriber as a Limited Partner, and binds itself and the Subscriber to the terms of the Partnership Agreement and the Subscription Agreement.

Capital Commitment: $ _____

Dated: _____

FIRST MOVER FUND, LP

By: First Mover GP LLC, its General Partner

By:_____
Name: Selwyn Duijvestijn
Title: Authorized Signatory

FIRST MOVER FUND, LP

SUBSCRIBER INFORMATION FORM

This Subscriber Information Form is divided into three parts.

Part I – all Subscribers are required to complete Part I.

Part II – Subscribers who are natural persons, individual retirement accounts ("IRAs"), Keogh plans or similar plans or revocable/grantor trusts must complete Part II.

Part III – all other Subscribers must complete Part III.

Part I. Subscriber Information

To be completed by all Subscribers.

Identity of Subscriber

Name:_____

Address: *Address should be primary residence for individuals and primary place of business for entities.*

_____

_____

_____

Email: _____

Phone: _____

Fax:_____

Tax ID / Social Security Number:_____

Authorization and Contact Information

Authorized Persons: Provide the titles and names of the individuals who are authorized to give orders and instructions with respect to the investment.

Name: _____

Telephone:_____

Email:_____

Name: _____

Telephone: _____

Email: _____

Please provide the information below with respect to each party that should receive copies of relevant communications from the Partnership to the Subscriber.

Contacts		Document Access Permissions								
Name	**Email**	**a**	**b**	**c**	**d**	**e**	**f**	**g**	**h**	**i**
_____	_____	☐	☐	☐	☐	☐	☐	☐	☐	☐
_____	_____	☐	☐	☐	☐	☐	☐	☐	☐	☐
_____	_____	☐	☐	☐	☐	☐	☐	☐	☐	☐
_____	_____	☐	☐	☐	☐	☐	☐	☐	☐	☐
_____	_____	☐	☐	☐	☐	☐	☐	☐	☐	☐
_____	_____	☐	☐	☐	☐	☐	☐	☐	☐	☐

a) Financial Reports b) Annual Meeting c) Capital Account Statements d) Capital Calls

e) Distributions f) General g) Legal h) Tax i) Wire Instructions

Remitting Bank or Financial Institution

Identify the bank or other financial institution (the "Wiring Institution") from which the Subscriber's funds will be wired. Note that any amounts paid to the Subscriber will be paid to the same account from which its subscription funds were originally remitted, unless the General Partner agrees otherwise.

Name of Wiring Institution: _____

Address:

_____

_____

_____

Account Name: _____

Account Number: _____

Routing / ABA Number / SWIFT Code: _____

For Further Credit to Account Name:_____

For Further Credit to Account Number:_____

For Further Credit to Reference: _____

Bank-to-Bank Instructions: _____

_____

_____

Is the Subscriber a customer of the Wiring Institution?

☐ Yes ☐ No

If the Subscriber responded "No," the Subscriber should contact the General Partner for additional information that may be required.

Is this Wiring Institution in a FATF member country[4]?

☐ Yes ☐ No

If the Subscriber responded "No," the Subscriber should contact the General Partner for additional information that may be required.

Electronic Delivery of Reports and Other Communications

With the Subscriber's consent, the Partnership may make reports and other communications, including Schedule K-l's, available in an electronic format, such as e-mail or by posting on a website (with notification of the posting by e-mail). Any e-mail notification regarding posting on a website will indicate instructions for accessing the website and the duration for which the materials will remain available. The Subscriber will need an e-mail service, a web browser, a PDF document viewer and Internet connection to access the Subscriber's electronically delivered Schedule K-l.

Subject to the additional required disclosure below, does the Subscriber consent to receive deliveries of reports and other communications, including Schedule K-l's, from the Partnership (including annual and other updates of our consumer privacy policies and procedures) exclusively in electronic form without separate mailing of paper copies?

☐ Yes ☐ No

[4] Argentina, Australia, Austria, Belgium, Brazil, Canada, China, Denmark, Finland, France, Germany, Greece, Hong Kong (China), Iceland, India, Ireland, Israel, Italy, Japan, the Republic of Korea, Luxembourg, Malaysia, Mexico, the Netherlands, New Zealand, Norway, Portugal, the Russian Federation, Saudi Arabia, Singapore, South Africa, Spain, Sweden, Switzerland, Turkey, the United Kingdom and the United States

Required Disclosure for Electronic Distribution of Schedule K-1: Note that the Schedule K-1 will be furnished on paper if the Subscriber does not consent to receive it electronically. If the Subscriber does so elect, the Subscriber's above consent will apply to each Schedule K-1 required to be furnished after the Subscriber's consent is given until it is withdrawn. The Subscriber may still request a paper copy of the Subscriber's Schedule K-1 by contacting the General Partner by e-mail at greencarbonfund@vanderstyn.com. Requesting a paper copy will not constitute a withdrawal of the Subscriber's consent to receive reports or other communications, including Schedule K-1, electronically. The Subscriber may withdraw the Subscriber's consent for electronic delivery or change the Subscriber's contact preferences for such delivery by writing to the General Partner at any time either at the e-mail address above or at the mailing address indicated in the subscription instructions hereto. Such withdrawal will take effect immediately, unless otherwise agreed upon. Upon receipt of a withdrawal request, the Partnership will confirm the withdrawal and the date on which it takes effect in writing (either electronically or on paper). A withdrawal of consent does not apply to a statement that was furnished electronically before the date on which the withdrawal of consent takes effect. The Partnership will cease providing information electronically upon termination of the Partnership or the Subscriber's withdrawal from the Partnership. Notwithstanding the Subscriber's consent to receive materials electronically, the Subscriber still may be required to print and attach the Subscriber's Schedule K-1 to a federal, state or local tax return.

Information regarding Actual Ownership of the Interest

Is the Subscriber subscribing for an Interest with the intent to sell, distribute or transfer the Interest to any other person or persons?

☐ Yes ☐ No

Is the Subscriber subscribing for an Interest as agent, nominee, trustee, partner or otherwise on behalf of, for the account of or jointly with any other person or entity?

☐ Yes ☐ No

Will any other person or persons have a beneficial interest in the Interest acquired (other than as a shareholder, partner or other beneficial owner of equity interests in the Subscriber)?

☐ Yes ☐ No

Does the Subscriber control, or is the Subscriber controlled by or under common control with, any other existing or prospective investor in the Partnership?

☐ Yes ☐ No

Note: If any of the above questions were answered "Yes," provide identifying information or contact the General Partner:

_____

_____

_____

_____

_____

_____

Private Investment Fund Experience

Has the Subscriber previously made an investment in a private investment fund in which the general partner and/or the manager is entitled to compensation based on the fund's investment performance?

☐ Yes ☐ No

United States Person

Is the Subscriber a "United States Person" as defined below?

A "United States person" is defined in the U.S. Internal Revenue Code of 1986, as amended (the "Code") as (i) a citizen or resident of the United States; or (ii) a partnership created or organized in the United States or under the laws of the United States or any state or the District of Columbia; or (iii) a corporation created or organized in the United States or under the laws of the United States or any state or the District of Columbia; or (iv) an estate (other than a "foreign estate," as that term is defined by the Code); or (v) a trust, with respect to which (1) a court within the United States is able to exercise primary supervision over the administration of the trust and (2) one or more United States fiduciaries have the authority to control all substantial decisions of the trust. The Code defines a "foreign estate" as "an estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includible in gross income" under the Code.

☐ Yes ☐ No

Disqualifying ("Bad Actor") Events

Is the Subscriber subject to a "disqualifying event"?

☐ Yes ☐ No



For purposes of these Subscription Documents, the Subscriber is subject to a "disqualifying event" if the Subscriber (or any Beneficial Owner[5] of 20% or more of the Subscriber's outstanding voting equity securities):

1. has been convicted, within the past ten years, of a felony or misdemeanor, or is subject to an order, judgment or decree of any court of competent jurisdiction (including, without limitation, any temporary or preliminary order), entered within the past five years, which restrains or enjoins such person from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the U.S. Securities and Exchange Commission (the "SEC"), or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

2. is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions), a state authority that supervises or examines banks, savings associations, or credit unions, a state insurance commission (or an agency or officer of a state performing like functions), an appropriate federal banking agency, the U.S. Commodity Futures Trading Commission, or the U.S. National Credit Union Administration that (i) bars the Subscriber from (A) association with an entity regulated by such commission, authority, agency, or officer, (B) engaging in the business of securities, insurance or banking or (C) engaging in savings association or credit union activities, or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten years before such sale;

3. is subject to an order of the SEC entered pursuant to Section 15(b) or 15B(c) of the Exchange Act, or Section 203(e) or (f) of the U.S. Investment Advisers Act of 1940, as amended (the "Advisers Act"), that (i) suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on the activities, functions or operations of such person, or (iii) bars such person from being associated with any entity or from participating in the offering of any penny stock;

4. is subject to any order of the SEC entered within the past five years that orders such person to cease and desist from committing or causing a violation or future violation of (i) any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the U.S. Securities Act of 1933, as amended (the "Securities Act"), Sections 10(b) and 15(c)(1) of the Exchange Act and SEC Rule 10b-5, and Section 206(1) of the Advisers Act, or any other rule or regulation thereunder, or (ii) Section 5 of the Securities Act;

---

[5] "Beneficial Owner" of the Subscriber means an individual or entity who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise has or shares, or is deemed to have or share: (1) voting power, which includes the power to vote, or to direct the voting of, the Interest; and/or (2) investment power, which includes the power to dispose, or to direct the disposition of, the Interest, as determined consistent with Rule13d-3 of the U.S. Securities Exchange Act of 1934 (the "Exchange Act").



5. is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

6. has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within the past five years, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is now the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or

7. is subject to a U.S. Postal Service false representation order entered within the past five years, or is now subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the U.S. Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

Provide an explanation if the Subscriber (and/or any of its Beneficial Owners) is subject to a "disqualifying event."

[*End of Part I*]

Part II. Additional Questions For Natural Persons, Individual Retirement Accounts ("IRAs"), Keogh Plans Or Similar Plans, Or Revocable/Grantor Trusts

Citizenship of Subscriber: _____

Date of Birth of Subscriber: _____

IRA, Keogh Plan or Similar Plan Investors

Is the Subscriber subscribing through or acting on behalf of a "plan" defined by and subject to Section 4975 of the Code[6], such as an IRA, a Keogh plan or similar plan?

☐ Yes ☐ No

Is the Subscriber the individual who established the IRA, Keogh plan or similar plan and the individual who made the decision to invest in the Partnership? If not, please contact the General Partner.

☐ Yes ☐ No

Name of qualified IRA, Keogh plan or similar plan trustee or custodian: _____

Employer identification number (for IRAs, Keogh plans and similar plans):_____

Joint Subscriptions (note: each Joint Subscriber, other than a Joint Subscriber who is the spouse of the Subscriber, must complete his/her own set of subscription documents).

If the Subscriber is subscribing with another person, answer the following questions:

Indicate type of ownership interest:

☐ Joint Tenants (rights of survivorship)

☐ Tenants in common (no rights of survivorship)

☐ Other (please specify type): _____

If the Subscriber is purchasing an Interest with another person:

(i) Provide the other person's full legal name: _____

(ii) Provide the other person's citizenship: _____

[6] Section 4975(e)(1) includes in the definition of a "plan," among other things, (i) individual retirement accounts, (ii) Keogh plans, (iii) individual retirement annuities, (iv) Archer MSAs, (v) health savings accounts, (vi) Coverdell education savings accounts, (vii) certain trusts which form a part of a plan which trusts or plans are exempt from tax, and (viii) certain other trusts, plans, accounts, or annuities described in that section.

(iii) Provide the other person's email address: _____

(iv) Provide the other person's U.S. Social Security number: _____

If the Subscriber is married and residing in a community property state, the Subscriber, whether subscribing jointly with his spouse or individually should consult with his or her legal advisor regarding his or her spouse's rights and obligations with respect to this subscription of Interests.

Revocable/Grantor Trusts

Is the Subscriber subscribing through a revocable/grantor trust?

☐ Yes ☐ No

Subscriber Qualification

SUBSCRIPTIONS WILL BE ACCEPTED ONLY FROM PERSONS WHO QUALIFY AS ACCREDITED INVESTORS WITHIN THE MEANING OF REGULATION D UNDER THE SECURITIES ACT. UNLESS OTHERWISE INDICATED, RESPONSES SHOULD BE GIVEN BY REFERENCE TO THE SPECIFIC PERSON FOR WHOSE ACCOUNT THE INTEREST IS BEING ACQUIRED. THE SUBSCRIBER MAY BE REQUIRED TO PROVIDE SUCH FURTHER INFORMATION AND EXECUTE AND DELIVER SUCH DOCUMENTS AS THE GENERAL PARTNER MAY REASONABLY REQUEST TO VERIFY THAT THE SUBSCRIBER QUALIFIES AS AN ACCREDITED INVESTOR.

Accredited Investor Status

Each Subscriber must indicate whether the Subscriber qualifies as an "accredited investor" pursuant to at least one of the following criteria. For Subscribers subscribing through an IRA, Keogh plan or similar plan, indicate the accreditation status of the natural person covered by such account or plan below. Check all that apply, or, if none applies, consult the General Partner.

☐ My individual net worth, or joint net worth with my spouse/spousal equivalent, exceeds $1,000,000 (excluding primary residence).

☐ I earned an individual income in excess of $200,000 in each of the two most recent years and reasonably expect to reach the same income level in the current year.

☐ I had joint income with my spouse/spousal equivalent in excess of $300,000 in each of the two most recent years and reasonably expect to reach the same income level in the current year.

☐ I am a holder in good standing of the FINRA Series 7, Series 65 or Series 82 license.



☐ I am a "knowledgeable employee," within the meaning of Rule 3c-5 under the Investment Company Act of the Partnership (or the General Partner or its affiliate).

☐ I am investing through a trust that is revocable by its grantor(s), provided that such grantor(s) are natural person(s) who qualify as accredited investor(s) under one of the categories above.

☐ I am a director, executive officer or general partner of the Partnership, or a director, executive officer, or general partner of General Partner.

☐ I am NOT an accredited investor.

Qualified Purchaser Status

SUBSCRIBERS DO NOT NEED TO BE QUALIFIED PURCHASERS IN ORDER TO SUBSCRIBE FOR INTERESTS IN THE PARTNERSHIP. HOWEVER, EACH SUBSCRIBER MUST COMPLETE THIS SECTION. UNLESS OTHERWISE INDICATED, RESPONSES SHOULD BE GIVEN BY REFERENCE TO THE SPECIFIC PERSON FOR WHOSE ACCOUNT THE INTEREST IS BEING ACQUIRED. THE SUBSCRIBER MAY BE REQUIRED TO PROVIDE SUCH FURTHER INFORMATION AND EXECUTE AND DELIVER SUCH DOCUMENTS AS THE GENERAL PARTNER MAY REASONABLY REQUEST TO VERIFY THAT THE SUBSCRIBER QUALIFIES AS A QUALIFIED PURCHASER.

The Subscriber makes one of the following representations regarding the Subscriber's status as a "qualified purchaser" within the meaning of Section 2(a)(51) under the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"). Check the applicable representation:

☐ I am a natural person (to include a natural person investing through a grantor trust or individual retirement account or a self-directed employee benefit plan) who owns Investments that are Valued at not less than $5,000,000[7].

☐ I am a "knowledgeable employee," within the meaning of Rule 3c-5 under the Investment Company Act of the Partnership or the General Partner or its affiliate.

☐ I am NOT a qualified purchaser.

Qualified Client Status

SUBSCRIBERS DO NOT NEED TO BE QUALIFIED CLIENTS IN ORDER TO SUBSCRIBE FOR INTERESTS IN THE PARTNERSHIP. HOWEVER, EACH SUBSCRIBER MUST COMPLETE THIS SECTION. UNLESS OTHERWISE INDICATED, RESPONSES SHOULD BE GIVEN BY REFERENCE TO THE SPECIFIC PERSON FOR WHOSE ACCOUNT THE INTEREST IS BEING ACQUIRED. THE SUBSCRIBER MAY BE REQUIRED TO PROVIDE SUCH FURTHER INFORMATION AND EXECUTE AND DELIVER SUCH DOCUMENTS

[7] Please see Appendix C for the definition of "Investments" and "Valued."

AS THE GENERAL PARTNER MAY REASONABLY REQUEST TO VERIFY THAT THE SUBSCRIBER QUALIFIES AS A QUALIFIED CLIENT.

The Subscriber makes one or more of the following representations regarding the Subscriber's status as a "qualified client" (within the meaning of Rule 205-3 under the Advisers Act). Check the applicable representations:

- ☐ I am a natural person that will make a capital commitment to the Partnership of at least $1,100,000 or once admitted to the Partnership will have at least $1,100,000 under management with the General Partner or its affiliate.
- ☐ I am a natural person that has a net worth (together with assets jointly held with a spouse, but excluding the value of his/her/their primary residence) of more than $2,200,000.
- ☐ I am a "qualified purchaser," within the meaning of Section 2(a)(51) under the Investment Company Act.
- ☐ I am a "knowledgeable employee," within the meaning of Rule 3c-5 under the Investment Company Act of the Partnership or the General Partner or its affiliate.
- ☐ I am NOT a qualified client.

[*End of Part II*]

Part III. Additional Questions for Entities, Employee Benefit Plans and Non-Grantor Trusts/Irrevocable Trusts

Organizational Data

1. Jurisdiction of organization: _____
2. Year of organization: _____
3. Fiscal year end: _____
4. Briefly identify the Subscriber's primary business: _____

_____

Type of Subscriber

- ☐ Limited Partnership
- ☐ General Partnership
- ☐ Limited Liability Company
- ☐ C Corporation
- ☐ S Corporation
- ☐ Non-Grantor Trust/Irrevocable Trust
- ☐ Other (please describe): _____

Other Attributes

- ☐ Fund of Funds
- ☐ Private Fund (other than a Fund of Funds)
- ☐ Special Purpose Vehicle
- ☐ SEC Registered Investment Company
- ☐ Foreign Government Entity
- ☐ U.S./State Government Pension/Retirement Plan
- ☐ U.S./State Non-Pension/Retirement Governmental Entity
- ☐ Employee Benefit Plan
- ☐ Banking or Thrift Institution
- ☐ Private Foundation
- ☐ Non-Profit Entity
- ☐ Tax-Exempt Organization
- ☐ Insurance Company
- ☐ Other (please describe): _____

Employee Benefit Plan Subscribers

1. The Subscriber is or is acting on behalf of (i) an "employee benefit plan"[8] within the meaning of Section 3(3) and subject to Part 4 of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") or (ii) an entity which is deemed to be holding plan assets by reason of the investment by one or more employee benefit plans and/or plans[9], if 25% or more of any class of equity interests in such entity is held by employee benefit plan(s) and/or plan(s) (each a "Benefit Plan Investor").

☐ Yes ☐ No

If the Subscriber is an entity whose assets include at least some "plan assets," what percentage of the Subscriber's total assets constitute "plan assets" within the meaning of ERISA or the Code? Note this also applies to entities with multiple classes, one of which exceeds the 25% threshold for Benefit Plan Investors: _____%

If the Subscriber checked "Yes" to the above question that the Subscriber is an "employee benefit plan" within the meaning of ERISA (including both 401(k) and other types of defined contribution plans), is it true that the Subscriber permits participant directed investments and the Subscriber is not the only participant in the Plan?

☐ Yes ☐ No

If the Subscriber is an employee benefit plan, other than a self-directed plan (i.e., a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to the participant's account), does the employee benefit plan satisfy at least one of the following conditions:

- it has total assets in excess of $5,000,000; or
- the investment decision is being made by a plan fiduciary which is a bank, savings and loan association, insurance company or registered investment adviser?

☐ Yes ☐ No

---

[8] Employee benefit plans subject to Part 4 of Title I are pension plans or welfare plans that are described in Section 4(a) of ERISA and not either exempted under Section 4(b) or excluded under Section 401(a). Generally these include employee benefit plans that are established or maintained by employers, employee organizations or organizations representing employees, other than: governmental plans (as defined in Section 3(33)); church plans (as defined in Section 3(33)) as to which no election has been made under Section 410(d) of the Code; plans maintained solely for the purpose of complying with workmen's compensation, unemployment compensation or disability insurance laws; plans maintained outside of the United States primarily for the benefit of nonresident aliens; unfunded "excess benefit plans" (as defined in Section 3(36)); unfunded plans maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees; and agreements described in Section 736 of the Code providing payments to a retired partner, a deceased partner or a deceased partner's successor in interest.

[9] See footnote 3.

If the Subscriber is an employee benefit plan within the meaning of ERISA, that is a self-directed plan (i.e., a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to the participant's account[10]), is the decision to invest is made by those participants investing, and each such participant qualifies as an accredited investor?

☐ Yes ☐ No

2. Is the Subscriber a non-U.S. plan (i.e., a plan established and maintained outside of the U.S. primarily for the benefit of non-US persons)?

☐ Yes ☐ No

3. Is the Subscriber a "governmental plan" (as defined in Section 3(42) of ERISA), including, but not limited to, a plan that meets the requirements of Section 414(d) or 457(b) of the Code or an entity that includes the assets of a governmental plan or plans?

☐ Yes ☐ No

4. Is the Subscriber a "church plan" within the meaning of Section 3(33) of ERISA?

☐ Yes ☐ No

5. Is the Subscriber an insurance company general account the underlying assets of which include "plan assets" for purposes of ERISA?

☐ Yes ☐ No

If "Yes," indicate that the percentage of such assets that constitute "plan assets" within the meaning of ERISA or the Code is not more than (please check an applicable box):

☐ 10% ** ☐ 20% ** ☐ 30% ☐ 40% ☐ 50%
☐ 60% ☐ 70% ☐ 80% ☐ 90% ☐ 100%

6. Is the Subscriber a group trust within the meaning of Revenue Ruling 81-100, as amended, a common or collective trust fund of a bank or an insurance company separate account, and Subscriber is subject to Title I of ERISA and/or Code Section 4975?

☐ Yes ☐ No

---

[10] The Subscriber should check "No," if the Subscriber is an employee benefit plan that operates like a defined benefit plan (i.e., the plan's investments in the Partnership are from an account with an identified generic investment objective, the decision to invest in the Partnership is made by the plan fiduciary without direction from plan participants, at least 50% of the generic investment option's assets consist of securities other than Partnership interests, and no representation is made to plan participants regarding the portion of the investment option's assets that will be invested in the Partnership).



Regulated Institutions

1. Is the Subscriber a regulated institution that is subject to legal or regulatory restrictions or limitations on the nature of its investments (such as a bank or an insurance company)?

☐ Yes ☐ No

2. If the answer is "Yes," has the Subscriber verified that the proposed subscription and investment in the Partnership is in compliance with applicable laws and regulations?

☐ Yes ☐ No

Investment Company Act

Do each of the beneficial owners of the Subscriber, including the shareholders, partners or other holders of equity or beneficial interests in the Subscriber, have the right to decide individually whether or not to participate, or the extent of his, her or its participation, in the Subscriber's investment in the Partnership (i.e., do each of the beneficial owners of the Subscriber have the right to decide whether his, her or its capital will be part of the specific capital invested by the Subscriber in the Partnership)[11]?

☐ Yes ☐ No

Was the Subscriber organized for the specific purpose of acquiring an Interest?

☐ Yes ☐ No

Does the amount of the Subscriber's subscription to the Partnership exceed 40 percent of the value of the Subscriber's total assets?

☐ Yes ☐ No

Is the Subscriber either (a) an "investment company" under the Investment Company Act, or (b) relying on either Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act to be exempted from the definition of "investment company" as defined in Section 3(a) of the Investment Company Act?

☐ No

☐ Yes, the Subscriber relies on Section 3(c)(1) of the Investment Company Act

☐ Yes, the Subscriber relies on Section 3(c)(7) of the Investment Company Act

☐ Yes, the Subscriber is an investment company

[11] "No" should be selected if the beneficial owners of the Subscriber are required to participate in all of the Subscriber's investments, including the Subscriber's investment in the Partnership, and the profits and losses from each of the Subscriber's investments are shared among its beneficial owners in the same proportions as all of the Subscriber's other investments.

If the Subscriber checked "Yes" to any of the questions above in this Investment Company Act section (other than checking "Yes" to indicate that the Subscriber is an investment company), in order to accurately count the number of investors in the Partnership, specify the number of beneficial owners of outstanding securities (including any debt securities other than short-term paper of the Subscriber) of the Subscriber and any existing or prospective limited partners of the Partnership that control, are controlled by, or are under common control with the Subscriber[12]:_____

Subscriber Qualification

SUBSCRIPTIONS WILL BE ACCEPTED ONLY FROM PERSONS WHO QUALIFY AS ACCREDITED INVESTORS WITHIN THE MEANING OF REGULATION D UNDER THE SECURITIES ACT. UNLESS OTHERWISE INDICATED, RESPONSES SHOULD BE GIVEN BY REFERENCE TO THE SPECIFIC PERSON FOR WHOSE ACCOUNT THE INTEREST IS BEING ACQUIRED. THE SUBSCRIBER MAY BE REQUIRED TO PROVIDE SUCH FURTHER INFORMATION AND EXECUTE AND DELIVER SUCH DOCUMENTS AS THE GENERAL PARTNER MAY REASONABLY REQUEST TO VERIFY THAT THE SUBSCRIBER QUALIFIES AS AN ACCREDITED INVESTOR.

Accredited Investor Status

Each Subscriber must indicate whether the Subscriber qualifies as an "accredited investor" pursuant to at least one of the following criteria. (Check all that apply, or, if none applies, consult the General Partner.)

- ☐ An organization described in section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust, a partnership, or limited liability company, which was not formed for the specific purpose of this investment, and which has total assets in excess of $5,000,000.

- ☐ A trust with total assets in excess of $5,000,000, which was not formed for the specific purpose of this investment, and whose investment is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act.

- ☐ An employee benefit plan within the meaning of ERISA, which satisfies one of the following criteria: (i) the investment decision for such plan is made by a plan fiduciary, which is a bank, savings and loan association, insurance company or registered investment adviser; (ii) such plan has total assets in excess of $5,000,000; or (iii) such plan is a self-directed plan (i.e., a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to his or her account) and the decision to invest is made by those participants investing, and each such participant qualifies as an "accredited investor" (as defined in Rule 501(a) of Regulation D under the Securities Act).

[12] If one of the Subscriber's investors is another entity (the "Higher-Tier Entity") that was (i) organized or reorganized for the purpose of acquiring an Interest through the Subscriber, (ii) is relying on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act and owns ten percent (10%) or more of the Subscriber or (iii) has invested more than forty percent (40%) of its assets into the Subscriber, each of the Higher-Tier Entity's investors must be treated as an indirect investor in the Subscriber and hence included in the blank above. This rule must be applied again until an individual or entity that was not so formed is reached.



- ☐ A plan established and maintained by a state, its political subdivisions, or an agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of $5,000,000.

- ☐ A bank as defined in section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act, acting in either an individual or fiduciary capacity.

- ☐ An insurance company as defined in section 2(a)(13) of the Securities Act.

- ☐ A Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the U.S. Small Business Investment Act of 1958, as amended.

- ☐ A broker or dealer registered pursuant to section 15 of the Exchange Act.

- ☐ An investment company registered under the Investment Company Act or a business development company as defined in section 2(a)(48) of the Investment Company Act.

- ☐ A private business development company as defined in section 202(a)(22) of the Advisers Act.

- ☐ An entity in which all of the equity owners are “accredited investors” (as defined in Rule 501(a) of Regulation D under the Securities Act).

- ☐ An investment adviser registered pursuant to section 203 of the Advisers Act or registered pursuant to the laws of a state.

- ☐ An investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Advisers Act.

- ☐ A Rural Business Investment Company as defined in section 384A of the U.S. Consolidated Farm and Rural Development Act.

- ☐ A family office, as defined in rule 202(a)(11)(G)-1 under the Advisers Act, (i) with assets under management in excess of $5,000,000; (ii) that is not formed for the specific purpose of this investment; and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.



☐ A family client, as defined in rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements described immediately above, and whose prospective investment is directed by such family office pursuant to clause (iii) immediately above.

☐ An entity, of a type not listed above, not formed for the specific purpose of this investment, owning Investments in excess of $5,000,000.

☐ General Partner of the Partnership or general partner/manager of the General Partner of the Partnership.

☐ The Subscriber is NOT an accredited investor.

Qualified Purchaser Status

SUBSCRIBERS DO NOT NEED TO BE QUALIFIED PURCHASERS IN ORDER TO SUBSCRIBE FOR INTERESTS IN THE PARTNERSHIP. HOWEVER, EACH SUBSCRIBER MUST COMPLETE THIS SECTION. UNLESS OTHERWISE INDICATED, RESPONSES SHOULD BE GIVEN BY REFERENCE TO THE SPECIFIC PERSON FOR WHOSE ACCOUNT THE INTEREST IS BEING ACQUIRED. THE SUBSCRIBER MAY BE REQUIRED TO PROVIDE SUCH FURTHER INFORMATION AND EXECUTE AND DELIVER SUCH DOCUMENTS AS THE GENERAL PARTNER MAY REASONABLY REQUEST TO VERIFY THAT THE SUBSCRIBER QUALIFIES AS A QUALIFIED PURCHASER.

The Subscriber makes one of the following representations regarding the Subscriber's status as a "qualified purchaser" within the meaning of Section 2(a)(51) under the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"). Check the applicable representation:

☐ (i) A natural person (to include a natural person investing through a grantor trust or individual retirement account or a self-directed employee benefit plan) who owns investments, as defined in Rule 2a51-1 under the Investment Company Act ("Investments")[13], that are Valued[14] at not less than $5,000,000.

☐ (ii) An entity that (a) was not formed for the specific purpose of investing in the Partnership, (b) owns Investments that are Valued at not less than $5,000,000, and (c) is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouses (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons.

☐ (iii) A trust that was not covered in clause (ii) and that was not formed for the specific purpose of investing in the Partnership, and the trustee or other person

[13] Please see Appendix C for the definition of "Investments."
[14] Please see Appendix C for the definition of "Valued."



authorized to make decisions with respect to the trust and each settlor or other person who has contributed assets to the trust, is a qualified purchaser described in clauses (i), (ii), or (iv).

☐ (iv) An individual or entity, acting for its own account or the accounts of other qualified purchasers, that in the aggregate owns and invests on a discretionary basis, Investments that are Valued at not less than $25,000,000.

☐ (v) A qualified institutional buyer, as defined in Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a qualified purchaser, provided (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis Investments that are Valued at not less than $25,000,000 in securities of issuers that are not affiliated persons of the dealer, and (ii) a plan referred to in paragraph (a)(1)(i)(D) or paragraph (a)(1)(i)(E) of Rule 144A, or a trust fund referred to in Rule (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, shall not be deemed to be acting for its own account if the investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.

☐ (vi) An entity (other than a trust) all of whose outstanding securities are beneficially owned by qualified purchasers.

☐ (vii) Is NOT a qualified purchaser.

Qualified Client Status

SUBSCRIBERS DO NOT NEED TO BE QUALIFIED CLIENTS IN ORDER TO SUBSCRIBE FOR INTERESTS IN THE PARTNERSHIP. HOWEVER, EACH SUBSCRIBER MUST COMPLETE THIS SECTION. UNLESS OTHERWISE INDICATED, RESPONSES SHOULD BE GIVEN BY REFERENCE TO THE SPECIFIC PERSON FOR WHOSE ACCOUNT THE INTEREST IS BEING ACQUIRED. THE SUBSCRIBER MAY BE REQUIRED TO PROVIDE SUCH FURTHER INFORMATION AND EXECUTE AND DELIVER SUCH DOCUMENTS AS THE GENERAL PARTNER MAY REASONABLY REQUEST TO VERIFY THAT THE SUBSCRIBER QUALIFIES AS A QUALIFIED CLIENT.

The Subscriber makes one or more of the following representations regarding the Subscriber's status as a "qualified client" (within the meaning of Rule 205-3 under the Advisers Act). Check the applicable representations:

☐ An entity that will make a capital commitment to the Partnership of at least $1,100,000 or once admitted to the Partnership will have at least $1,100,000 under management with the General Partner or its affiliate.

☐ An entity that has a net worth of more than $2,200,000.

☐ The Subscriber is a "qualified purchaser," within the meaning of Section 2(a)(51) under the Investment Company Act.

☐ The Subscriber is NOT a qualified client.

[*End of Part III*]

Appendix A

Anti-Money Laundering Supplement

To comply with applicable anti-money laundering laws and regulations, the Subscriber is required to provide the following information and documentation. The General Partner reserves the right to request additional documentation as required by law or its internal policies.

Where the Subscriber is an individual:

☐ (One of the following bearing photo and signature) Current valid Passport, National ID Card or Driver's License

☐ (One of the following issued by an independent party bearing both the name and address of the individual) Utility Bill, Bank Statement, Bank Reference or Professional Character Reference that confirms the Subscriber's address

Where the Subscriber is a corporation:

☐ Certificate of Incorporation/Establishment

☐ Constitutional Documents (e.g., Memorandum and Articles of Association or equivalent) and verification of the registered office address (and if different a principal place of business) if not included in constitutional documents

☐ Authorized Signatory list with specimen signatures and Board Resolution (or equivalent) authorizing the relationship/conferring authority on those persons who may act on behalf of the Subscriber

☐ Register of Directors/Certificate of Incumbency (or equivalent)

☐ Identification verification information from two persons who are a Director or equivalent senior managing officer position one of whom should, if applicable, be an executive director, if where different from account signatories

☐ Identification verification information for all persons with a direct or indirect interest in the Subscriber of more than 10%

Where there are one or more entities in a chain of ownership meeting this criteria, the Subscriber may instead provide either (a) a structure chart, or (b) ownership register for each entity in the chain together with identification information for the top natural person in the chain

Where the Subscriber is a Partnership or Limited Liability Company (e.g., a pooled investment vehicle):

□ Certificate of Formation/Establishment (or equivalent) □ Partnership Agreement (or equivalent) and verification of the registered office address (and if different a principal place of business) if not included in constitutional documents □ Authorized Signatory list with specimen signatures and partnership mandate authorizing the relationship/conferring authority on those persons who may act on behalf of the Subscriber □ Identification verification information for the general partner or equivalent controlling person □ Identification verification information for limited partners or other persons with a direct or indirect interest in the Subscriber of more than 10% Where there are one or more entities in a chain of ownership meeting this criteria, the Subscriber may instead provide either (a) a structure chart, or (b) ownership register for each entity in the chain, together with identification information for the top natural person in the chain

Where the Subscriber is a Trust or other Legal Arrangement (Not for Profit/Charitable Entity/Foundation):

□ Trust Deed or Declaration (or equivalent) or formation documents of the charitable entity including objectives and the nature of the funding and verification of the registered office address (and if different a principal place of business) if not included in constitutional documents □ Authorized Signatory list with specimen signatures and any applicable resolutions, powers of attorney or authorization letters or trustee mandate authorizing the Subscriber's investment and/conferring authority on those persons who may act on behalf of the Subscriber □ Identification verification information for the Trustees, Settlors, Protector, Enforcer, beneficiaries (with a fixed and vested interest), Principle/Officers (as applicable) or any other natural person exercising ultimate effective control over the trust or legal arrangement Where there are one or more entities in a chain of ownership meeting this criteria, the Subscriber may instead provide either (a) a structure chart, or (b) ownership register for each entity in the chain, together with identification verification information for the top natural person in the chain

NOTES:

The Subscriber undertakes to promptly notify the General Partner in writing of any changes from time to time to its business activities, directors, officers, shareholders, partners, trustees, settlors or other controllers.

The General Partner may refuse to accept any application to subscribe if a prospective investor delays in producing or fails to produce any information required for the purpose of verification and, in that event, any funds received will be returned without interest to the account from which the moneys were originally debited.

Where the Subscriber is determined by the General Partner to be in a higher risk category, identification information may be required for any person/authorized signatory acting on behalf of the Subscriber (e.g., executing subscription agreement, redemption/withdrawal instruction, transfer instruction).

The identify verification documents outlined above can be provided in electronic form, however, the General Partner reserves the right to request certified or hard copy documents and/or such additional information as is necessary to verify the identity of the investor. When a certified copy document is required it must be certified by a suitable certifier, which includes such professionals as an attorney, accountant, notary public, judge, senior civil servant/government official or director or manager of a regulated credit or financial institution. The certifier should provide their name, signature, title, employer name or occupation, the date of certification and contact address and phone number. Preferably the certification should read “This document is certified by me as a true and accurate copy of the original”.



Appendix B

VANDERSTYN INC.

Privacy Policy

The Subscription Agreement ("Subscription Agreement") of First Mover Fund, LP, a Delaware limited partnership (the "Partnership"), the Subscriber Information Form, the applicable U.S. Internal Revenue Service withholding form W-9, W-8BEN, W-8BEN-E, W-8EXP, W-8IMY, or W-8ECI, and the Anti-Money Laundering Supplement (collectively, the "Subscription Documents") contain private personal information about the Subscriber. Capitalized terms not otherwise defined herein have the meaning set forth in the Subscription Agreement.

The Partnership, First Mover GP LLC, a Delaware limited liability company and the general partner of the Partnership (the "General Partner"), and Vanderstyn Inc., a Delaware corporation, which serves as the investment manager of the Partnership (the "Management Company"), will obtain additional information about the Subscriber (such as capital account balances and amounts and dates of additional capital contributions and withdrawals) as a result of the investment contemplated by the Subscription Documents. Personal information may be collected directly from the Subscriber by the Partnership, the General Partner or the Management Company, including their employees, affiliates, agents or contractors, or through the Subscriber's agent (including the Subscriber's financial adviser, if any) or any other third party who communicates with the Partnership, the General Partner or the Management Company on the Subscriber's behalf. The Partnership, the General Partner and the Management Company generally do not disclose this information to third parties, other than service providers who must obtain access to that information in order to permit the Partnership, the General Partner and the Management Company to conduct their affairs (e.g., auditors, accountants, prime brokers, attorneys and other consultants).

The Partnership, the General Partner and the Management Company may use the personal information for such purposes as are necessary for the provision, administration or management of the services for which the Subscriber is currently applying. They may include processing the personal information for the purposes of providing administrative services for the Partnership, preventing fraud, carrying out money laundering checks or conflict checks, complying with legal regulations and reporting to and audit by governmental and regulatory bodies. The Partnership, the General Partner and the Management Company restrict access to such information internally to those personnel who need the information in order to conduct the Partnership's, the General Partner's and the Management Company's business. The Partnership, the General Partner and the Management Company obtain contractual assurances from third party service providers where they consider appropriate and maintain safeguards at their facilities to provide reasonable protection for the confidentiality of nonpublic personal information about Limited Partners. The Subscriber understands that, while the General Partner and the Management Company will use their best reasonable efforts to keep the Subscriber's investment in the Partnership and the information the Subscriber provides them confidential, any provision of the Subscription Documents or the Partnership Agreement to the contrary notwithstanding, (i) there may be other circumstances in which applicable law or regulation relating to combating terrorism or money laundering may require the release of information provided in the Subscription Documents to law enforcement or regulatory officials, (ii) the General Partner or the Management Company may

present the Subscription Documents and the information provided in it to such regulatory bodies or other parties as may be appropriate to establish the availability of exemptions from certain securities and similar laws or the compliance of the Partnership, the General Partner and/or the Management Company with applicable laws and (iii) the General Partner and the Management Company may disclose the Subscription Documents, the information provided in it or other information relating to the Subscriber's investment in the Partnership when required by judicial process or, to the extent permitted under applicable privacy laws, to the extent the General Partner and/or the Management Company considers that information relevant to any issue in any action, suit, or proceeding to which the Partnership is a party or by which it is or may be bound. If the Subscriber has instructed the General Partner and/or the Management Company to send duplicate reports to third parties pursuant to the Subscription Documents, the Subscriber may revoke this instruction at any time by sending a written notice to the General Partner and/or the Management Company indicating that a previously authorized third party is no longer authorized to receive the Subscriber's reports. By signing the Subscription Agreement, the Subscriber consents to the use of his/her/its personal information on the terms set out in the Subscription Documents.



Appendix C

"Investments"

The term "investments" means:

(1) Securities, as defined under Section 2(a)(1) of the Securities Act, other than securities of an issuer that controls, is controlled by or under common control with, the Subscriber that owns such securities, unless the issuer of such securities is:

(i) an investment company or a company that would be an investment company but for the exclusions or exemptions provided by the Investment Company Act, a foreign bank or insurance company, an issuer of asset-backed securities that meets certain requirements or a commodity pool;

(ii) a Public Company (as defined below); or

(iii) a company with shareholders' equity of not less than $50 million (determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements; provided, that such financial statements present the information as of a date within 16 months preceding the date on which the Subscriber acquires Interests;

(2) Real estate held for investment purposes;

(3) Commodity Interests (as defined below) held for investment purposes;

(4) Physical Commodities (as defined below) held for investment purposes;

(5) To the extent not securities, Financial Contracts (as defined below) entered into for investment purposes;

(6) In the case of a Subscriber that is a company that would be an investment company but for the exclusions provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act, or a commodity pool, any amounts payable to such Subscriber pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Subscriber upon the demand of the Subscriber; and

(7) Cash and cash equivalents (including foreign currencies) held for investment purposes.

Real estate that is used by the owner or a Related Person (as defined below) of the owner for personal purposes, or as a place of business, or in connection with the conduct of the trade or business of such owner or a Related Person of the owner, shall NOT be considered real estate held for investment purposes; provided, that real estate owned by a Subscriber that is engaged primarily in the business of investing, trading or developing real estate in connection with such business may be deemed to be held for investment purposes. However, residential real estate shall not be deemed to be used for personal purposes if deductions with respect to such real estate are not disallowed by Section 280A of the Code.

A Commodity Interest or Physical Commodity owned, or a Financial Contract entered into, by the Subscriber that is engaged primarily in the business of investing, reinvesting or trading in Commodity Interests, Physical Commodities or Financial Contracts in connection with such business may be deemed to be held for investment purposes.

"Commodity Interests" means commodity futures contracts, options on commodity futures contracts and options on physical commodities traded on or subject to the rules of:

(i) any contract market designated for trading such transactions under the U.S. Commodity Exchange Act, as amended, and the rules thereunder; or

(ii) any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the U.S. Commodity Exchange Act, as amended.

"Public Company" means a company:

(i) that files reports pursuant to Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended; or

(ii) whose equity securities are listed on a national securities exchange, traded on Nasdaq or that has a class of securities that are listed on a "Designated Offshore Securities Market", as defined by Regulation S of the Securities Act.

"Financial Contract" means any arrangement that:

(i) takes the form of an individually negotiated contract, agreement, or option to buy, sell, lend, swap or repurchase, or other similar individually negotiated transaction commonly entered into by participants in the financial markets;

(ii) is in respect of securities, commodities, currencies, interest or other rates, other measures of value, or any other financial or economic interest similar in purpose or function to any of the foregoing; and

(iii) is entered into in response to a request from a counter party for a quotation, or is otherwise entered into and structured to accommodate the objectives of the counterparty to such arrangement.

"Physical Commodities" means any physical commodity with respect to which a Commodity Interest is traded on a market specified in the definition of Commodity Interests above.

"Related Person" means a person who is related to the Subscriber as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of the Subscriber, or is a spouse of such descendant or ancestor; provided, that in the case of a Family Company, a Related Person includes any owner of the Family Company and any person who is a Related Person of such an owner.

"Family Company" means a company that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct



lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations or trusts established for the benefit of such persons.

For purposes of determining the amount of investments owned by a company, there may be included investments owned by majority-owned subsidiaries of the company and investments owned by a company ("Parent Company") of which the company is a majority-owned subsidiary, or by a majority-owned subsidiary of the company and other majority-owned subsidiaries of the Parent Company.

In determining whether a natural person is a qualified purchaser, there may be included in the amount of such person's investments any investment held jointly with such person's spouse, or investments in which such person shares with such person's spouse a community property or similar shared ownership interest. In determining whether spouses who are making a joint investment in the Partnership are qualified purchasers, there may be included in the amount of each spouse's investments any investments owned by the other spouse (whether or not such investments are held jointly). There shall be deducted from the amount of any such investments any amounts specified by paragraph 2(a) under "Valuation of Investments" incurred by such spouse.

In determining whether a natural person is a qualified purchaser, there may be included in the amount of such person's investments any investments held in an individual retirement account or similar account the investments of which are directed by and held for the benefit of such person.

"Valued" shall mean either the fair market value or cost of Investments net of the following deductions: (i) the amount of any outstanding indebtedness incurred to acquire such Investments; and (ii) if the holder of the Investment is a company, any outstanding indebtedness incurred by any owner of such company to acquire such Investments.

BOLDER FUND SERVICES (USA) LLC / Administrators Disclosure

The Fund has appointed Bolder Fund Service (USA), LLC a Delaware limited liability company as its administrator, registrar and transfer agent. The Administrator is an affiliate of Bolder, an international group providing management, accounting and corporate finance services to private clients, companies and institutions from its offices in the Netherlands, the British Virgin Islands, the Cayman Islands, Curacao, Hong Kong, Luxembourg, Nevis, the Philippines, Singapore, Slovakia, Switzerland, the United Kingdom and the United States.

Pursuant to an administration, registrar and transfer agency agreement, the Administrator will be responsible, among other things, for the following matters, under the general supervision of the Board of Directors:

- Communicating with shareholders;
- Administrative processing of subscriptions, redemptions and transfers of Shares;
- Maintaining the share register of the Fund;
- Maintaining the financial and accounting records of the Fund;
- Determining the Net Asset Value and the Net Asset Value per Share;
- Arranging for the provision of accounting, clerical and administrative services; and
- Disbursing payments of fees, costs and expenses to be paid by the Fund.

It should be noted that in providing services as an administrator, registrar and transfer agent, the Administrator does not act as a guarantor of the Shares herein described.

Moreover, the Administrator is not responsible for any investment decisions of the Fund, or the effect of such investment decisions on the performance of the Fund. The Administrator shall not, in any way and at any time, be involved with any investment decision to be made on behalf of the Fund, nor with the execution thereof.

Further, the Administrator will not be responsible for verifying that the investment objective and policy, in particular any investment restrictions and limitations as contained herein, are being adhered to by the Fund.

The Administrator and its directors, officers, employees and agents and their respective authorized representatives, successors in title and estates shall be indemnified and held harmless by the Fund against all liability, loss, damage, claims, actions, accounts, proceedings and demands as well as any fees, costs and expenses whatsoever which may be incurred or suffered by the Administrator arising out of its appointment except where the same shall arise through the willful intent or gross negligence of the Administrator.

Contact Information:
Bolder Fund Services (USA) LLC
1200 Brickell Avenue – Suite 510
Miami, Florida 33131
investors.cw@boldergroup.com
investors.us@boldergroup.com