

Investhome REIT, LLC

SUBSCRIPTION BOOKLET
FOR CLASS A-2 COMMON UNITS
(For Non-U.S. Investors)

This Subscription Booklet contains a Subscription Agreement and other investor documents for use only in connection with the private offering of Class A-2 Common Units (“**Units**”) of Investhome REIT, LLC, a Delaware limited liability company (the “**Company**”), to eligible non-U.S. investors pursuant to a Confidential Private Placement Memorandum, as the same may be amended from time to time (the “**Memorandum**”). Nothing in this Subscription Booklet constitutes or will be deemed to constitute an offer to sell or the solicitation of an offer to purchase securities. An offer to invest in the Company is made exclusively by a properly delivered Memorandum, including a copy of the Company’s limited liability company agreement (the “**LLC Agreement**”). Accordingly, this Subscription Booklet should only be used in connection with, and after carefully reviewing, a properly received Memorandum. References to the “**Investor**” refer to the prospective investor who has completed and submitted this Subscription Booklet; however, the use of the term does not constitute, nor will it be deemed to constitute, any person as an investor in the Company, unless and until such person is specifically accepted as a member (“**Member**”) of the Company by Investhome Capital Management, LLC, the manager of the Company (the “**Manager**”).

SUBSCRIPTION INSTRUCTIONS

1. Investor Questionnaire (Tab 1):	<p>All investors complete and sign. Please note: AML Verification (Section E):</p> <p><i>For Individual Investors:</i> provide a copy of a government ID and complete Exhibit B in accordance with Section F.</p> <p><i>For Entity Investors:</i> provide a copy of your organizational document (e.g., articles of organization), government ID of the persons signing on the entity’s behalf, and complete Exhibits A (as applicable) and B.</p>
2. Subscription Agreement (Tab 2):	All Investors sign and indicate subscription amount on the signature page.
3. Signature Page to LLC Agreement (Tab 3):	All Investors complete and sign. Please use signature page for individuals or entities, as applicable.
4. Bad Actor Certificate (Tab 4)	All Investors complete and sign.
5. The applicable IRS Form W-8 (Tab 5)	All Investors complete and sign the applicable IRS Form W-8.
6. Payment:	Please make a check payable to: Investhome REIT, LLC , or call (202)367 7322 for wiring instructions.
7. Send Completed Subscription Booklet to:	Investhome Capital Management, LLC 309 H St NE, Washington, DC 20002, Attention: Doga Dogan

THE COMPLETED SUBSCRIPTION BOOKLET SHOULD BE RETURNED IN ITS ENTIRETY. PLEASE PRINT AND/OR TYPE ALL INFORMATION.

INVESTOR QUESTIONNAIRE

INVESTOR QUESTIONNAIRE

ALL INFORMATION FURNISHED IS FOR THE SOLE USE OF THE COMPANY AND THE MANAGER FOR PURPOSES OF DETERMINING THE ELIGIBILITY OF THE INVESTOR TO PURCHASE INTERESTS OF THE COMPANY. THE INFORMATION IN THIS QUESTIONNAIRE MAY BE FURNISHED TO SUCH PARTIES AS THE COMPANY OR ITS COUNSEL DEEM NECESSARY OR ADVISABLE UNDER APPLICABLE LAW.

The Units being offered by the Company are not registered under the United States of America (“U.S.” or “USA”) Securities Act of 1933, as amended (the “1933 Act”), in reliance upon certain exemptions from registration provided by the 1933 Act. In addition, the Company will not register under the U.S. Investment Company Act of 1940, as amended (the “1940 Act”), either because it does not fall within the definition of an “investment company” or in reliance upon certain exemptions and/or exceptions from registration provided by the 1940 Act.

In order to obtain the facts the Manager requires in determining whether to accept an Investor’s subscription on behalf of the Company, it is necessary for the Investor to complete this Investor Questionnaire. Please sign, date and forward the completed Investor Questionnaire to the Manager at the address listed in the instructions above.

**PLEASE ANSWER ALL QUESTIONS IN THE ELIGIBLE INVESTOR
QUESTIONNAIRE OR WRITE “N/A” IF NOT APPLICABLE**

A. PLEASE PROVIDE THE FOLLOWING INFORMATION.

1. Name of Investor: 1st: _____

(Individuals: Give full first and last name and middle initial.)

(Entity: Give full legal name.)

If Investor is a corporation, partnership, trust or other entity, state the name of individual(s) making the investment decision on behalf of the entity:

2. Are you investing as:

Individual

an Entity

If an Entity, is Investor investing on behalf of others?

Yes

No

3. FOR INDIVIDUALS:

Investor's date of birth:

Investor's country of citizenship:

1st: _____

4. FOR ENTITIES:

Indicate the legal form of the entity:

Corporation or Company

General Partnership

Limited Partnership

Limited Liability Company (organized in a U.S. state)

Revocable Trust (please identify below each grantor and indicate under what circumstances the trust is revocable by the grantor(s))

Grantor(s): _____

Circumstances for revocability by grantor(s): _____

- Other Type of Trust (please indicate below the type of trust and, for trusts other than pension trusts, name the grantor(s), beneficiar(y)/(ies) and trustee(s))

Type of Trust: _____

Grantor(s): _____

Beneficiar(y)/(ies): _____

Trustee(s): _____

- Other (please specify type): _____

Date of incorporation or inception: _____

State/Territory/Place of incorporation or organization: _____

Was Entity formed specifically for the purpose of investing in the Company?

- Yes No

5. Investor Contact Information:

Street Address:	
City, State/Territory, Zip:	
E-mail Address:	
Phone Number	

- Home Mobile Work

6. Reinvestment Plan Participation

Does the Investor wish to participate in the Company's Reinvestment Plan?¹ For more information on the Reinvestment Plan, please see the Memorandum and LLC Agreement.

- Yes No

7. Distribution Instructions

- Send to my custodian/broker

Custodian/Broker Name: _____

Address of Custodian/Broker: _____

¹The Reinvestment Plan provides that amounts distributable to the Member will be reinvested in additional Class A Common Units of the Company, subject to the terms and conditions of the LLC Agreement.

Account Name: _____
(only if different than investor name)
Account Number: _____

- I prefer a free ACH transfer, please send me a secure form to provide my banking information.
- I prefer to receive distributions via a paper check. I understand I will be charged a fee to cover the costs of processing and secure delivery.

B. THE FOLLOWING INFORMATION IS TO BE PROVIDED SO THAT THE MANAGER CAN DETERMINE IF THE INVESTOR IS NOT A U.S. INVESTOR.

1. Please indicate that the Investor is not a U.S. Person² (as defined in Regulation S promulgated under the Securities Act) by answering the following question:

The Investor represents and warrants that it: (a) is not a U.S. Person for purposes of Regulation S³ and for U.S. federal income tax purposes⁴; (b) will notify the Company immediately if it no longer satisfies the criteria described in clause (a) at any time during which the Investor holds or owns the Units; (c) has not obtained any of the funds used to effect the purchase of the Units from any person who does not satisfy the criteria described in clause (a); (d) would not have the Units owned by it attributed under Section 958 of the Code to any "United States shareholder" of the Company (within the meaning of Section 951(b) of the Code);⁵ and (e) will notify the Company if at any time while the Investor holds or owns any such Units, such Units would be attributed under Section 958 of the Code to any "United States shareholder" of the Company.

2. The Investor has received the Memorandum outside the United States in the following country: _____.

3. The Investor has signed the Investor Questionnaire and Subscription Agreement outside the United States in the following country: _____.

D. THE FOLLOWING INFORMATION IS TO BE PROVIDED BY INVESTORS WHO ARE INDIVIDUALS, OR BY THE PERSON MAKING THE INVESTMENT DECISION ON BEHALF OF CORPORATIONS, PARTNERSHIPS, TRUSTS OR OTHER ENTITIES.

1. Are you aware of the fact that you have the opportunity to question a representative of the Manager about this investment, the Company, the Company's operations and the Company's methods of doing business?

Yes

No

2. Do you understand the merits and risks associated with an investment in the Company?

Yes

No

² For additional information regarding the definition of "U.S. Person," please refer Annex A to this Investor Questionnaire and to Regulation S promulgated under the Securities Act.

³ For additional information regarding the definition of "U.S. Person," please refer to Regulation S promulgated under the Securities Act (or Annex A to this Investor Questionnaire).

⁴ A "U.S. person" for U.S. federal income tax purposes is a citizen or individual resident of the U.S., a partnership or corporation created or organized in the U.S. or under the laws of the U.S., any state thereof or the District of Columbia, an estate the income of which is subject to U.S. federal income taxation regardless of its source, or a trust if (i) a court within the U.S. is able to exercise primary supervision over the administration of the trust and one or more U.S. fiduciaries have the authority to control all substantial decisions of the trust or (ii) the trust was in existence on August 20, 1996 and properly elected to be treated as a U.S. person.

⁵ A "United States shareholder" of the Company for purposes of Section 951(b) of the Code is a U.S. person for U.S. federal income tax purposes who directly or indirectly owns (pursuant to Section 958(a) of the Code) or constructively owns (pursuant to Section 958(b) of the Code) 10% or more of the total combined voting power of all classes of stock entitled to vote of the Company.

3. Do you understand that there is no guarantee of any financial return on an investment in the Company?
- Yes No
4. Do you understand that there are significant restrictions upon the transfer of Units and that your ability to make withdrawals from the Company will be limited?
- Yes No
5. Do you understand that you may purchase Units for investment only, and not with a view to the sale or other distribution thereof?
- Yes No

E. REPRESENTATION OF RESIDENCE.

In order for the Company to verify the residence of the Investor and to obtain a written representation from each Investor as to the Investor’s legal residence, please complete the following:

1. I am a bona fide resident of:

Country: _____

State/Territory (if applicable): _____

Since: _____

Note: Entities should fill in the country or state where their principal place of business or executive offices is located.

If you maintain a residence in any country or state/territory other than that indicated in the response

to (1), please indicate where: _____

2. If applicable, please complete:

I have filed an Income Tax Return as a resident of (list all locations)

_____ for the last _____ years.

_____ for the last _____ years.

F. ANTI-MONEY LAUNDERING/VERIFICATION

As part of the Company’s responsibility for the prevention of money laundering, the Manager may require a detailed verification of an Investor’s identity, any beneficial owner underlying the account, and the source of the Investor’s subscription payment. The Manager reserves the right to request such information as the Manager deems necessary to verify the identity of an Investor including, without limitation, requests for information and representations in this Investor Questionnaire and the Subscription

Agreement. In the event of delay or failure by an Investor to produce any information required for verification purposes, the Manager may refuse to accept a subscription or may compulsorily redeem such Investor's Units and/or payment of redemption proceeds may be delayed and neither the Manager nor any Company will be liable to the Investor where an application for Units is not processed or Units are compulsorily redeemed in such circumstances. The Manager, by written notice to any Investor, may suspend the payment of redemption proceeds payable to such Investor if it reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company, the Manager, or any of the Company's service providers.

Each Investor will be required to make representations as the Manager requires from time to time in connection with applicable anti-money laundering programs, including, without limitation, the representations that the Investor is not a prohibited country, territory, individual or entity listed on the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") website, and that it is not directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programs. Each Investor will also represent that amounts contributed by the Investor were not directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including, without limitation, any applicable anti-money laundering laws and regulations.

The Manager may disclose information regarding the Investor, which may constitute personal data under data protection legislation, to such parties (e.g., affiliates, attorneys, auditors, administrators or regulators) in connection with the operation of the Company to facilitate the transfer of the Units, including, but not limited to, in connection with anti-money laundering and similar laws. The Manager and any of the Company's service providers may also release information if directed to do so by the Investors, if compelled to do so by law or in connection with any government or self-regulatory organization request or investigation related to anti-money laundering or any other laws or regulations. The Company may implement additional restrictions on the transfer of Units to comply with applicable anti-money laundering statutes from time to time.

In order to verify your identity, the Manager requests that you provide copies of the following as verification of your identity with this completed Subscription Booklet:

- (1) **For an individual:** a copy of a current government issued piece of identification providing the picture, name, address and other identifying information of the party. The identification may be a copy of a driver's license, passport or another government-issued picture ID card (an "**ID Card**").
- (2) **For an entity (e.g., corporations, trusts, partnerships, or LLCs):** a copy of the entity's current articles of incorporation, articles of organization, certificate of formation, charter or similar organizational documentation filed with the jurisdiction in which the entity is organized. In addition, please provide an ID Card (described above) for each individual executing the Subscription Agreement on behalf of the entity.
- (3) **For entities that are investment partnerships, investment trusts or investment companies:** the documents required under Section (2) immediately above *and* a certification in the form attached hereto as Exhibit A.

(4) For individuals and entities: a certification in the form attached hereto as Exhibit B.

G. NOTICE AND CONSENT FOR ELECTRONIC DELIVERY OF COMPANY MATERIALS AND REGULATORY DOCUMENTS.

The Company intends to electronically deliver documents or information pertaining to a Member's investment in the Company, including, but not limited to, reports, statements, notices, U.S. tax Form K-1s and other information (the "**Company Materials**") required or permitted to be provided to the Company's Members pursuant to any federal, state or local law or regulation or pursuant to the LLC Agreement of the Company, as amended and/or restated from time to time. In addition, the Company will use the electronic delivery methods to deliver any regulatory communications to the Company's Members (this information, together with any other information required under the 1933 Act, the U.S. Securities Exchange Act of 1934, the 1940 Act and the U.S. Advisers Act, the "**Regulatory Documents**"). "**Electronic Delivery**" means making Company Materials and Regulatory Documents available electronically to a Member by delivery of information by email, by posting documents to the Company's internet-based investor portal and/or by any other electronic means. The Company's Manager, in its sole discretion, may elect which method of delivery it uses with respect to Electronic Delivery of any and all such materials and documents.

The Company is seeking written consent from each Member to use Electronic Delivery to deliver the Company Materials and Regulatory Documents to Members. Accordingly, the Company seeks consent from you, as follows:

1. The Investor hereby acknowledges that the Investor has read and understands this Notice and Consent for Electronic Delivery of Company Materials and Regulatory Documents (this "**Consent**") and hereby consents to Electronic Delivery of all Company Materials and Regulatory Documents.
2. The Investor hereby acknowledges possessing the technical ability and resources to receive Electronic Delivery of Company Materials and Regulatory Documents.
3. The Investor understands that the Investor may incur costs in connection with Electronic Delivery of Company Materials and Regulatory Documents, including costs associated with online time and printing documents.
4. It is the Investor's affirmative obligation to notify the Company in writing if the Investor's email address provided to the Company changes. The Investor may revoke or restrict its consent to this Electronic Delivery of Company Materials and Regulatory Documents upon delivery of 30 days' prior written notice to the Company of such revocation or restriction.
4. The Investor agrees to notify the Company as promptly as possible if the Investor is unable to access a document link in an Electronic Delivery communication or does not receive an expected communication via Electronic Delivery.
5. Check Yes or No below to confirm the above.

<u>Yes</u>	<u>No</u>
<input type="checkbox"/>	<input type="checkbox"/>

The consent provided in this Consent shall remain effective until the Investor informs the Manager of the Company of its revocation or restriction of such consent.

[Signature page follows]

SIGNATURE

The undersigned hereby represents to the Company and the Manager that: (a) the information contained herein is complete and accurate and may be relied upon by the Company and the Manager; (b) the Company and the Manager will be notified of any change in any of the information contained herein occurring prior to the purchase by the undersigned of any Units; and (c) the undersigned has received or had access to all material information enabling the undersigned to make an informed investment decision and that all information requested has been furnished to the undersigned.

<p><i>For Individual Investors:</i></p> <p>_____</p> <p>Name of Investor (please print)</p> <p>Signature: _____</p> <p>Date: _____</p> <p>_____</p> <p>Name of Joint Investor, if applicable (please print)</p> <p>Signature: _____</p> <p>Date: _____</p>	<p><i>For Entity Investors:</i></p> <p>Name of Investor (please print)</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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ANNEX A TO INVESTOR QUESTIONNAIRE

**REGULATION S
DEFINITION OF “U.S. PERSON”**

Subject to the definition of a “U.S. Person” under Regulation S of the Securities, a “U.S. Person” means:

- i. any natural person resident in the United States;
- ii. any partnership or corporation organized or incorporated under the laws of the United States;
- iii. any estate of which any executor or administrator is a United States person;
- iv. any trust of which any trustee is a United States person;
- v. any agency or branch of a foreign entity located in the United States;
- vi. any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a United States person;
- vii. any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- viii. any partnership or corporation if:
 - A. organized or incorporated under the laws of any foreign jurisdiction; and
 - B. formed by a U.S. person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of the Securities Act) who are not natural persons, estates or trusts.

Subject to the definition of a “U.S. Person” under Regulation S of the Securities, the following are not “U.S. Persons”:

- i. any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
- ii. any estate of which any professional fiduciary acting as executor or administrator is a United States Person if:
 - A. an executor or administrator of the estate who is not a United States Person has sole or shared investment discretion with respect to the assets of the estate; and
 - B. the estate is governed by foreign law;
- iii. any trust of which any professional fiduciary acting as trustee is a United States Person, if a trustee who is not a United States Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a United States Person;
- iv. an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;

- v. any agency or branch of a U.S. person located outside the United States if:
 - A. the agency or branch operates for valid business reasons; and
 - B. the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and
- vi. the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.
- vii. any “Non-United States person” as used in Rule 4.7 promulgated under the U.S. Commodity Exchange Act, as amended.

For purposes of the foregoing, the term “United States” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

EXHIBIT A

**AML CERTIFICATION FORM FOR FUND OF FUND OR ENTITIES THAT INVEST ON
BEHALF OF THIRD PARTIES**

The undersigned, being the _____ of _____,
(Title) *(Name of Entity)*

a _____ organized under the laws of _____
(Type of Entity) *(Jurisdiction of Organization)*

(the “**Investor**”), does hereby certify on behalf of the Investor that it is aware of the requirements of the USA PATRIOT Act of 2001, the regulations administered by the U.S. Department of Treasury’s Office of Foreign Assets Control, and other applicable U.S. federal, state or non-U.S. anti-money laundering laws and regulations (collectively, the “anti-money laundering/OFAC laws”). The Investor hereby certifies that it has anti-money laundering policies and procedures in place reasonably designed to verify the identity of its underlying investors and their sources of funds. Such policies and procedures are properly enforced and are consistent with the anti-money laundering/OFAC laws such that Investhome REIT, LLC, (the “**Company**”), and its manager, Investhome Capital Management, LLC (the “**Manager**”), may rely on this Certification.

The Investor hereby represents to the Company and the Manager that, to the best of its knowledge, the Investor’s underlying investors are not individuals, entities or countries that may subject the Company or the Manager to criminal or civil violations of any anti-money laundering/OFAC laws. The Investor has read the sections entitled “Anti-Money Laundering Representations” in the Company’s Subscription Agreement. The Investor has taken all reasonable steps to ensure that its underlying investors are able to certify to such representations. The Investor agrees to promptly notify the Manager should the Investor have any questions relating to any of its investors or become aware of any changes in the representations set forth in this Certification.

Name of Investor (please print)

Name/Title of entity authorized to make
representation on behalf of Investor (if applicable)

Signature: _____

Print Name: _____

Title (if applicable): _____

Date: _____

EXHIBIT B

The Source of Funds Declaration

To: Investhome REIT, LLC (the “**Company**”)

Date:

1) I/we, _____, understand that I/we am/are making this declaration
(Investor name(s))
for my own protection as well as for the protection of the Company.

2) I/we declare that the funds totaling _____, which are used to purchase membership interests in the Company, represent funds obtained by the undersigned from the following source:

3) Consent is hereby given to the Company’s manager and/or its administrator to disclose this transaction to those institutions that are legally entitled to receive the information contained herein.

<p><i>For Individual Investors:</i></p> <p>_____ Name of Investor (please print)</p> <p>Signature: _____</p> <p>Date: _____</p> <p>_____ Name of Joint Investor, if applicable (please print)</p> <p>Signature: _____</p> <p>Date: _____</p>	<p><i>For Entity Investors:</i></p> <p>_____ Name of Entity (please print)</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Date: _____</p>
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SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT

Investhome REIT, LLC
c/o Investhome Capital Management, LLC
Attention:

Ladies and Gentlemen:

The undersigned hereby subscribes for Class A-2 Common Units (the “**Units**”) in Investhome REIT, LLC, a Delaware limited liability company (the “**Company**”), in the amount set forth on the signature page hereof.

The: (i) price per Unit; (ii) actual number of Units to be received by the undersigned; and (iii) purchase price for the Units will be determined and/or paid, as the case may be, in the manner contemplated by the Company’s Confidential Private Placement Memorandum, as the same may be amended from time to time (the “**Memorandum**”) and the Company’s Limited Liability Company Agreement, as the same may be amended from time to time (the “**LLC Agreement**”). Capitalized terms used but not defined herein will have the meanings ascribed thereto in the LLC Agreement. This Subscription Agreement (this “**Agreement**”) will become effective and binding only upon the acceptance hereof by the Company.

1. Representations and Warranties. In connection with the purchase of the Units, the undersigned hereby represents and warrants to the Company and to Investhome Capital Management, LLC, as the manager of the Company (the “**Manager**”), that:

a. The undersigned has full legal right, power, and authority (including the due authorization by all necessary corporate, limited liability company, or partnership action in the case of corporate, limited liability company or partnership subscribers) to enter into this Agreement and the LLC Agreement and to perform the undersigned’s obligations hereunder without the need for the consent of any other person; and each of this Agreement and the LLC Agreement has been duly authorized, executed, and delivered and constitutes the legal, valid, and binding obligation of the undersigned enforceable against the undersigned in accordance with the terms hereof and thereof.

b. The Units are being purchased for the undersigned’s own account without the participation of any other person, for investment and not with a view to any distribution thereof that would violate the United States Securities Act of 1933, as amended (the “**1933 Act**”), or the applicable securities laws of any state/territory or other jurisdiction ; and the undersigned will not distribute the Units in violation of the 1933 Act or the applicable securities laws of any state/territory or country.

c. The undersigned understands that there are significant restrictions on the transferability of the Units or any portion thereof or interest therein; and the Units have not been registered or qualified under the 1933 Act or the securities laws of any state/territory or other jurisdiction and must be held indefinitely unless subsequently registered or qualified under the 1933 Act and any applicable state securities laws or unless an exemption from such registration becomes or is available.

d. The Units have not been approved or disapproved by the United States Securities and Exchange Commission (the “**SEC**”) or by the securities regulatory authority of any state/territory or of any other jurisdiction. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of the Memorandum. No federal or state/territory or other jurisdictional agency has made any findings as to the fairness of the terms of the offering.

e. The undersigned is financially able to hold the Units for long-term investment, believes that the nature and amount of the Units being acquired are consistent with the undersigned's overall investment program and financial position, and recognizes that there are substantial risks involved in acquiring the Units.

f. The undersigned has evaluated the risk of investing in the Units and is acquiring the Units based only upon its independent examination and judgment as to the prospects of the Company as determined from information obtained directly by the undersigned from the Company or its authorized representatives.

g. The undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth, and the undersigned's acquisition of the Units will not cause such overall commitment to become excessive.

h. The undersigned understands that an investment in the Units is a speculative investment that involves a high degree of risk and the undersigned can sustain a complete loss of this investment in the Units. The undersigned has no need for liquidity in the undersigned's investment in the Units.

i. The undersigned is purchasing the Units with lawfully acquired funds for investment.

j. The undersigned confirms that: (i) the undersigned is familiar with the business of the Company; (ii) the undersigned has had the opportunity to ask questions about the Company and to obtain (and that the undersigned has received to its satisfaction) such information about the business and financial condition of the Company as the undersigned has reasonably requested; (iii) the undersigned, either alone or with its representative (as defined in Rule 501(h) promulgated under the 1933 Act), if any, has such knowledge and experience in financial and business matters that the undersigned is capable of evaluating the merits and risks of the prospective investment in the Units; and (iv) that all documents, records and books pertaining to the investment in the Company have been made available to the undersigned and/or to the undersigned's personal investment, tax and legal advisers, if such advisers were utilized by the undersigned.

k. The undersigned has been advised to consult with the undersigned's own attorney regarding legal matters and own tax advisor regarding tax matters concerning an investment in the Company and has done so to the extent the undersigned considers necessary.

l. Any projections or predictions that may have been made available to investors are based on estimates, assumptions, and forecasts which may prove to be incorrect; and no assurance is given that actual results will correspond with the results contemplated by the various projections.

m. At no time has it been explicitly or implicitly represented, guaranteed or warranted to the undersigned by the Company, the Manager, any representatives, agents or employees of the Company, or any other person: (i) that the undersigned will or will not have to remain as owner of the undersigned's Units an exact or approximate length of time; (ii) that an amount or percentage of profit and/or amount or type of consideration will be realized as a result of this investment; (iii) that any cash distributions paid on behalf of the Investment (as defined in the LLC Agreement) or otherwise will be made to members of the Company by any specific date or will be made at all; or (iv) that any specific tax benefits will accrue as a result of an investment in the Company.

n. The undersigned acknowledges and agrees the undersigned's Units cannot be sold, assigned, transferred, exchanged or otherwise disposed of except in compliance with the terms of the LLC Agreement.

o. The undersigned hereby agrees to adhere to and be bound by the terms and conditions of the LLC Agreement, as such agreements may be amended from time to time in accordance with their respective terms.

p. The address set forth on the signature page hereto is the undersigned's true and correct address.

q. The execution and delivery of this Agreement by the undersigned has been duly authorized, and this Agreement constitutes the valid and binding agreement of the undersigned enforceable against the undersigned in accordance with its terms.

r. No provision of any applicable law, regulation or document by which the undersigned is bound prohibits the purchase of Units by the undersigned.

s. Further Representations Regarding Investor's Status:

(i) The undersigned: (A) is not a U.S. Person (as defined in Regulation S promulgated under the Securities Act); and (B) represents and warrants that (1) the undersigned has not subscribed for the Units for the account of any Person who is a U.S. Person (as defined in Regulation S promulgated under the Securities Act); (2) the offer and sale of the Units to the undersigned constitute an "Offshore Transaction" (as defined in Rule 902 promulgated under the Securities Act); (3) the undersigned will not resell the Units, other than in accordance with the LLC Agreement and the provisions of Regulation S (Rules 901 through 905) and Preliminary Notes (as defined in Regulation S), pursuant to registration under the Securities Act or pursuant to any other available exemption from registration; and (4) the undersigned agrees that it will not take any action that could have an adverse effect on the availability of the exemption from registration provided by Regulation S promulgated under the Securities Act with respect to the offer and sale of the Units. *(If the undersigned cannot make this representation, the undersigned should contact the Manager for additional instructions.)*

(ii) If not an individual, the undersigned represents that the undersigned: (A) is not a private investment company that would be required to register as an investment company under the U.S. Investment Company Act of 1940, as amended (the "**1940 Act**") but for an exclusion from the definition of "investment company" provided in Section 3(c)(1) or 3(c)(7) of the 1940 Act; (B) the undersigned was not formed for the purpose of investing in the Company; and (C) not more than 40% of the undersigned's assets will be invested in the Company. *(If the undersigned cannot make this representation, the undersigned should contact the Manager for additional instructions.)*

(iii) The undersigned is not a "U.S. Person" as indicated forth in the undersigned's Investor Questionnaire.

t. The undersigned represents that the subscription funds invested in the Company pursuant to this Agreement are not the assets of (i) an insurance company general or separate account; or (ii) a bank holding company. *(If the undersigned cannot make this representation, the undersigned should contact the Manager for additional instructions.)*

u. The undersigned is not: (i) an employee benefit plan which is subject to Title I of ERISA (an “**ERISA Plan**”); (ii) a plan which is subject to section 4975 of the Code (an “**IRA**”); or (iii) an entity whose underlying assets are treated under ERISA and the Code as the assets of such an ERISA Plan or IRA by reason of an equity investment in such entity by an ERISA Plan (a “**Plan Entity**”, and each ERISA Plan, IRA or Plan Entity, a “**Plan**”).

v. The undersigned is not acquiring the Units on behalf of, or for the benefit of, any other person, and that the undersigned does not intend, and will not attempt, to transfer any Units hereby subscribed for to any other person without the prior knowledge and written consent of the Company and the Manager.

w. The acceptance of the undersigned’s subscription together with the appropriate remittance will not violate any applicable money laundering laws, rules, or regulations, that the undersigned undertakes to provide to the Company verification of the undersigned’s identity satisfactory to the Company promptly on request, and that the Company, the Manager, and their agents and assigns, will be held harmless and indemnified against any loss arising as a result of a failure to process the undersigned’s subscription or any future redemption request by the undersigned if such information as has been required by the parties referred to has not been provided by the undersigned.

x. If an individual, the undersigned, and if an entity, the undersigned authorized signatory of such entity, is at least 21 years of age.

y. The undersigned recognizes that non-public information concerning the undersigned set forth in this Agreement or otherwise disclosed by the undersigned to the Company, or other agents of the Company (the “**Information**”) (such as the undersigned’s name, address, social security number, assets and income): (i) may be disclosed to the Company’s Manager, attorneys, accountants, lenders, and third party administrators in furtherance of the Company’s business; and (ii) as otherwise required or permitted by law. The Company and the Manager restrict access to the Information to their employees who need to know the information to provide services to the Company, and maintain physical, electronic and procedural safeguards that comply with U.S. federal standards to guard the information.

z. If any of the undersigned’s representations, warranties, or covenants contained herein ceases to be true or if the Company no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Company may freeze the undersigned’s investment, either by prohibiting additional investments, declining or suspending any withdrawal requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or the undersigned’s investment may immediately be involuntarily withdrawn by the Company, and the Company may also be required to report such action and to disclose the undersigned’s identity to OFAC or other authority. In the event that the Company is required to, or does, take any of the foregoing actions, the undersigned understands and agrees that it will have no claim against the Company, the Manager and their respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.

aa. The undersigned should not construe the contents of the LLC Agreement, or any prior or subsequent communication from the Manager or any of its respective agents, officers or representatives, as legal or tax advice; the undersigned has been advised to consult with the undersigned’s own attorney regarding legal matters and own tax advisor regarding tax matters concerning an investment in the Company and has done so to the extent the undersigned considers necessary; the legal and tax consequences to the undersigned of the investment in the Company will depend on the undersigned’s particular circumstances; and neither the Company nor the Manager makes any representation or warranty with respect thereto.

bb. Bad Actor Certification. The undersigned represents that the undersigned is not a “**Bad Actor**” as evidenced by the undersigned’s execution of the Bad Actor Certification in the form attached hereto as Schedule I.

cc. Anti-Money Laundering Representations

(i) The undersigned represents that all evidence of identity provided in connection with this Agreement (including, but not limited to, the Investor Questionnaire) is complete, true, and correct and all related information furnished is genuine and accurate.

(ii) The undersigned agrees to provide any information deemed necessary by the Company or the Manager to comply with its anti-money laundering program and related responsibilities from time to time. In the event of delay or failure by the undersigned to produce any information requested in this Agreement or required for verification purposes, the Company may refuse to accept the subscription.

(iii) The undersigned represents and covenants that neither it, nor any person controlling, controlled by, or under common control with it, nor any person having a beneficial interest in it: (1) is an individual, organization, or entity listed on the List of Specially Designated Nationals and Blocked Persons (the “**OFAC Control List**”) maintained by the U.S. Office of Foreign Assets Control (“**OFAC**”) (available at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>); and (2) that it is not investing and will not invest in the Company on behalf of or for the benefit of any individual, organization, or entity listed on the OFAC Control List or restricted by any OFAC sanctions program. The undersigned agrees to promptly notify the Company of any change in information affecting this representation and covenant.

(iv) The undersigned represents that: (1) the amounts to be invested by the undersigned in the Company are not directly or indirectly derived from activities that contravene U.S. federal or state laws or regulations and international laws and regulations, including, without limitation, anti-money laundering laws and regulations; and (2) the proceeds from the undersigned’s investment in the Company will not be used to finance any illegal activities.

(v) The undersigned acknowledges: (1) that additional subscriptions by the undersigned may be refused; and/or (2) that requests for withdrawals may be delayed or declined if the Company reasonably believes it does not have satisfactory evidence of the undersigned’s identity.

(vi) The undersigned acknowledges that, if, following the Company’s acceptance of this Agreement, the Company reasonably believes that the undersigned is listed on the OFAC Control List or has otherwise breached its representations and covenants as to its identity, the Company may be obligated to block the undersigned’s investment in accordance with applicable law, and the undersigned will have no claim against the Company or the Manager for any form of damages as a result of blocking the investment.

(vii) If the undersigned is a “fund of funds” or an entity that invests on behalf of others, the undersigned, in addition to and not by way of limiting the foregoing, represents and certifies that it is aware of the requirements of the USA PATRIOT Act of 2001, and rules and regulations promulgated thereunder (the “**USA PATRIOT Act**”) and other applicable anti-money laundering measures in any jurisdiction (collectively, the “**AML Rules**”) and that it has adopted anti-money laundering policies and procedures in place reasonably designed to verify the identity

of its beneficial owners or underlying investors, as the case may be, and their respective sources of funds. Such policies and procedures are properly enforced and are consistent with such AML Rules. The undersigned represents and certifies that to the best of its knowledge, the beneficial owners or investors, as the case may be, are not individuals, entities, or countries that may subject the Company or the Manager or any of its affiliates to criminal or civil violations of any AML Rules. The undersigned acknowledges that it is to furnish a copy of its anti-money laundering policies and procedures to the Company or the Manager when requested. Among its other obligations hereunder, the undersigned agrees to promptly notify the Company if the foregoing representation and certification becomes inaccurate.

(viii) The undersigned represents that: (1) it is not a Senior Foreign Political Figure,⁶ a member of a Senior Foreign Political Figure's Immediate Family,⁷ and/or any Close Associate⁸ of a Senior Foreign Political Figure residing in a High-risk or non-cooperative jurisdiction (an "HNJ")⁹ or a jurisdiction that has been designated by the U.S. Treasury as warranting special measures due to money laundering concerns; (2) it is not a former Senior Foreign Political Figure residing in an HNJ or a jurisdiction that has been designated by the U.S. Treasury as warranting special measures due to money laundering concerns; (3) it is not resident in, or organized or chartered under the laws of a jurisdiction that has been designated by the U.S. Secretary of Treasury under Sections 311 and 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (4) it is not a Foreign Shell Bank as the term is defined in the USA PATRIOT Act; and (5) its subscription funds do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank, an "offshore bank," or a bank organized or chartered under the laws of a jurisdiction deemed to be an HNJ or a jurisdiction that has been designated by the U.S. Treasury as warranting special measures due to money laundering concerns.

2. Acknowledgments. The undersigned acknowledges and agrees:

a. Receipt of all information requested of the Company, and further acknowledges that no representations or warranties have been made to the undersigned by the Company, the Manager or any representative or agent of the Company, other than as set forth in the Memorandum.

b. That the undersigned must continue to bear the economic risk of the investment in the Units for an indefinite period and recognizes that the Units are being: (i) sold without registration of securities for sale; (ii) issued and sold in reliance on exemptions from registration under applicable state securities laws; and (iii) issued and sold in reliance on certain exemptions from registration under U.S. securities laws, including Regulation S, under the 1933 Act.

c. That this subscription may be accepted or rejected in whole or in part in the sole discretion of the Manager.

⁶ The term "Senior Foreign Political Figure" is defined to mean a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation.

⁷ The term "immediate family" is defined to mean the parents, siblings, spouse, children, and in-laws of a Senior Foreign Political Figure

⁸ The term "Close Associate" is defined to mean a person who is widely and publicly known to maintain an unusually close relationship with a Senior Foreign Political Figure.

⁹ The Financial Action Task Force ("FATF") on Money Laundering has designated certain countries or territories as HNJs. The list of countries or territories deemed to be HNJs is available at: <http://www.fatf-gafi.org/topics/high-riskandnon-cooperativejurisdictions> (and as updated from time to time).

d. That the undersigned is aware that the transfer of Units is limited by the LLC Agreement.

e. That the undersigned is purchasing the Units without being furnished any offering literature or prospectus other than the Memorandum.

f. That the undersigned has received and carefully read and is familiar with the LLC Agreement and the Memorandum. The undersigned is purchasing the Units relying only on the information set forth in the LLC Agreement and Memorandum.

g. That: (i) the Memorandum discloses certain conflicts of interest that may exist or arise with respect to the Company; and (ii) the undersigned waives any objection to those conflicts of interest and the manner in which such conflicts of interest are to be resolved, as described in the Memorandum.

h. That there is not currently, nor is there expected to arise, any public market for the Units, and the undersigned may have to hold the Units indefinitely, and it may not be possible for the undersigned to liquidate its investment in the Units other than by redemption as provided in the LLC Agreement.

i. That the undersigned understands that, except as specifically provided in the LLC Agreement, the Members have no right to amend or terminate the LLC Agreement or to appoint, select, vote for or remove the Manager or its agents or to otherwise participate in the business decisions of the Company.

j. That pursuant to the LLC Agreement, the Manager will exercise all rights, powers and privileges of ownership in all Company property, including the right to vote, give assent, execute and deliver proxies.

3. Agreements. The undersigned hereby agrees as follows:

a. If the undersigned's purchase of the Units is accepted by the Manager, the undersigned will thereby adopt and be bound by all the terms and provisions of the LLC Agreement, and any amendments thereto, including, without limitation, the prohibition on transfers of Units, and will perform all obligations therein imposed upon the undersigned with respect to the undersigned's Units.

b. The Units will not be offered for sale, sold or transferred other than in accordance with the LLC Agreement and pursuant to: (i) an effective registration under the 1933 Act or in a transaction that is otherwise in compliance with the 1933 Act; and (ii) evidence satisfactory to the Company of compliance with the applicable securities laws of other jurisdictions. The Company will be entitled to rely upon an opinion of counsel satisfactory to it with respect to compliance with the above laws and may, if it so desires, refuse to permit the transfer of the Units unless the request for the transfer is accompanied by an opinion of counsel acceptable to the Company to the effect that neither the sale nor the proposed transfer will result in any violation of the 1933 Act or the securities laws of any other jurisdiction.

c. The undersigned will comply with any request by the Company or Manager for the undersigned's financial statements, recent income tax returns and references, including, without limitation, bank references.

d. A legend indicating that the Units have not been registered under the 1933 Act or any state securities laws and referring to the restrictions on transferability and sale of the Units may be placed on any certificate(s) or other document delivered to the undersigned or any substitute therefor and

the Manager of the Company or any transfer agent may be instructed to require compliance therewith. The undersigned acknowledges and understands, however, that no certificate(s) evidencing the Units will be issued by the Company.

e. The undersigned will provide promptly such information and execute and deliver such documents as may be necessary to comply with any and all laws and regulations to which the Company may be subject, including information relevant to a determination of (a) whether the undersigned is not a U.S. Person (as defined in Regulation S promulgated under the Securities Act); and (b) information regarding the undersigned ownership of Units to comply with any U.S. securities or tax laws.

4. Authorization to Verify Accredited Investor Status. If the Company or Manager determines it necessary in order to facilitate the verification of the undersigned's status as an accredited investor in accordance with Rule 506(c) of Regulation D under the 1933 Act ("**Rule 506(c)**"), the undersigned hereby agrees, if the undersigned is a U.S. Person (as defined in Regulation S promulgated under the Securities Act), as follows:

a. The Company may obtain verification of the undersigned's accredited investor status from any third party service provider that is engaged for such purpose (each, a "**Third Party Verifier**"), and agrees to provide such information, to execute such documents, and to take such other actions as may be, in the opinion of the Third Party Verifier, necessary or advisable to authorize and enable the Third Party Verifier to verify the undersigned's accredited investor status to the Company.

b. The Company may also verify the undersigned's accredited investor status directly. To this end:

i. The undersigned authorizes the Manager and the Company to obtain information and documentation from any person, including, without limitation, the undersigned, the undersigned's accountant, attorney, or other professional advisers, and third party providers (e.g., consumer reporting agencies) regarding the undersigned's income, assets, liabilities, and any other information or documentation determined by the Manager and the Company to be necessary or advisable to make a verification pursuant to Rule 506(c); and

ii. The undersigned agrees to comply with any and all requests by the Manager or the Company consistent with, and in furtherance of, subsection (i) above, including requests for the following:

A. an Internal Revenue Service form that reports the undersigned's income for the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040); and

B. the following types of documentation dated within the prior three months: (A) bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, and appraisal reports issued by independent third parties, and (B) a consumer report from at least one of the nationwide consumer reporting agencies.

iii. The undersigned hereby releases the Manager and the Company from any and all liability for acts performed in accordance with the above authorization in good faith.

5. Privacy. If the undersigned is a natural person (including a natural person investing through an individual retirement account or "**IRA**"), the undersigned has been furnished and carefully read the notice regarding privacy of financial information under the United States Federal Trade

Commission privacy rule, 16 C.F.R. Part 313 (the “**Privacy Rule**”), attached hereto as Exhibit A, and agrees that the Interest is a financial product that the undersigned has requested and authorized. In accordance with section 14 of the Privacy Rule, the undersigned acknowledges and agrees that the Company may disclose nonpublic personal information of the undersigned to other Members, as well as to the Company’s accountants, attorneys, and other service providers as necessary to effect, administer and enforce the Company’s and the Members’ rights and obligations.

6. Corporate Transparency Act Reporting. To the extent the Manager determines it is necessary or advisable under the U.S. Corporate Transparency Act (or any regulations enacted thereunder) to provide the Company’s beneficial owner information to the U.S. Department of the Treasury’s Financial Crimes Enforcement Network (“**FinCEN**”) (or successor regulatory authority), the undersigned hereby agrees: (i) that the Company and the Manager are authorized to provide the undersigned’s information (including, without limitation, an image of the undersigned’s U.S. driver’s license, a U.S. passport, or other identification document issued by a U.S. state or territory (“**ID Card**”)) to FinCEN (or to an agent to submit to FinCEN on the Company’s behalf); and (ii) if the undersigned is an entity, the undersigned agrees to provide such additional information that the Manager determines is necessary or advisable that the Company would be required to provide or substantiate under applicable law (including, without limitation, an ID Card for any individual that may be deemed a beneficial owner of the Company).

7. Indemnification. The undersigned acknowledges that it understands the meaning and legal consequences of the representations, warranties and other agreements made by the undersigned herein, and further acknowledges that the Company and Manager are relying on such representations and warranties in making their determination to accept or reject this Subscription. The undersigned hereby agrees to indemnify and hold harmless the Company, the Manager and any agent, director, officer or employee thereof from and against any and all loss, damage or liability due to or arising out of any false statement or breach of any representation, warranty or agreement of the undersigned contained in this Agreement, the undersigned’s Investor Questionnaire, or in any other document furnished by the undersigned in connection with the undersigned’s investment in the Company. The undersigned acknowledges that the Company will indemnify and hold harmless the Manager from and against any and all claims, losses, costs, expenses (including, without limitation, attorney’s fees and court costs), damages, actions or causes of action arising from, on account of or in connection with the performance by the Manager of its duties under the LLC Agreement, other than such of the foregoing arising from, on account of or in connection with the bad faith, gross negligence or intentional wrongdoing of the Manager. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith; nothing in this Agreement will constitute a waiver or limitation of any rights that the undersigned may have under applicable federal and state securities laws. If the undersigned is a Plan, this indemnification obligation in this Section 4 applies to the Plan’s sponsor.

8. Effective Date of Contribution. The undersigned will become a Member in the Company as of a given date only to the extent that the Manager receives immediately available funds attributable to such contribution on such date and such funds are actually credited to the Company.

9. Electronic Communications. If the undersigned has consented to receive electronic communications from the Company, the Manager, and the Company’s service providers, the undersigned acknowledges that while the Company, the Manager, and the Company’s service providers will take reasonable precautions to ensure the integrity, confidentiality, and security of the documents, they will not be liable for any interception, computer viruses or any other defects associated with the electronic communications nor will they be liable for any failure of the undersigned to successfully receive such electronic communications.

10. Governing Law. This Agreement and all amendments hereto will be governed by and construed in accordance with the laws of the State of Delaware, USA. and, together with the rights and obligations of the parties hereunder, will be construed under and governed by the laws of such state without giving effect to any choice or conflict of law provisions or rules that would cause the application of the domestic substantive laws of any other jurisdiction.

11. Pronouns. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties hereto may require.

12. Other. This Agreement will: (a) be binding upon the undersigned and the heirs, legal representatives, successors, and permitted assigns of the undersigned and will insure to the benefit of the Company and its successors and assigns; (b) survive the acceptance of the undersigned as a Member of the Company; and (c) if the undersigned consists of more than one person, be the joint and several obligation of each of such persons. Notwithstanding the foregoing, the parties agree that any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought exclusively in an appropriate District of Columbia or federal court located in Washington, D.C., and each of the parties consents to the exclusive jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

13. Signature and Confirmation. The agreements and representations made by the undersigned herein extend to and apply to all of the Units now or hereafter purchased by the undersigned. The signature by the undersigned will constitute a confirmation by the undersigned that all agreements, representations and warranties made herein will be true and correct as of the date hereof and, if the undersigned is a Plan, the signature of its sponsor also represents the sponsor's obligation to be bound by the provisions of Section 7 hereof.

[Signatures pages follow]

Very truly yours,

<p><u>For Individual Investors:</u></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Dated: _____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Dated: _____</p>	<p><u>For Entity Investors:</u></p> <p>_____</p> <p>Name of Investor (please print)</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Dated: _____</p>
<p><u>For Plan Investors only:</u></p> <p>Are you a Plan Investor where the previous signature is not that of a trustee or investment manager as defined in ERISA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>_____</p> <p>Name of Trustee or Investment Manager (please print)</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Dated: _____</p> <p>Address: _____</p> <p>_____</p>	
<p><u>Subscription Amount (all Investors should complete):</u> \$ _____</p>	

THE UNITS REFERRED TO IN THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE 1933 ACT, OR UNDER APPLICABLE STATE SECURITIES LAWS. SUCH UNITS ARE BEING OFFERED AND SOLD UNDER IN RELIANCE OF EXEMPTIONS FROM REGISTRATION PROVIDED BY SECTIONS 4(A)(2) OF THE 1933 ACT AND REGULATIONS PROMULGATED THEREUNDER AND IN RELIANCE ON APPLICABLE EXEMPTIONS UNDER STATE SECURITIES LAWS. ACCORDINGLY, THE UNITS CANNOT BE RESOLD OR TRANSFERRED BY ANY INVESTOR WITHOUT REGISTRATION OF THE SECURITIES UNDER THE 1933 ACT AND APPLICABLE STATE LAWS, OR IN A TRANSACTION THAT IS EXEMPT FROM SUCH LAWS.

[Manager signature page follows]

ACCEPTED on _____, into Investhome REIT, LLC

INVESTHOME REIT, LLC

By: Investhome Capital Management, LLC, Manager

Signature: _____

Name: _____

Title: _____

[MANAGER SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT]

US2008 30053156 2

US2008 30053156 3

EXHIBIT A

PRIVACY POLICY NOTICE

Pursuant to the U.S. Gramm-Leach-Bliley Act, Public Law No. 106-102, and the rule issued by the Federal Trade Commission regarding the Privacy of Consumer Financial Information, 16 C.F.R. Part 313, institutions that provide certain financial products or services to individuals to be used for personal, family or household purposes are required to provide written notices to their customers regarding disclosure of nonpublic personal information. This notice is being provided to you to comply with this requirement.

We understand that it is our obligation to maintain the confidentiality of information with regard to our investors. As a consequence, we do not disclose any nonpublic personal information about our investors or former investors to anyone other than our affiliates and service providers, except as permitted by law. However, in order to conduct accurately and efficiently the Company's investment program, we must collect and maintain certain nonpublic information about you and the Company's other investors.

We collect, and may disclose to our affiliates and service providers (*e.g.*, our attorneys and accountants) on a "need to know" basis certain nonpublic personal information about you from the following sources:

Information we receive from you as set forth in your subscription agreement, investor questionnaire or similar forms, such as your name, address and social security or tax identification number; and

Information about your transactions with us, our affiliates and service providers, or others, such as your participation in our Company, your capital account balance, contributions and distributions and, in the case of an investor that is an individual retirement account, information with regard to such account.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide services to the Company and its investors. We maintain physical, electronic and procedural safeguards to guard your nonpublic personal information. In addition, we will continue to assess new technology for protecting information with regard to our investors. If we have your consent, we may also share your personal information with entities other than our affiliates and service providers. In connection with fundraising efforts for future funds, we may disclose information about existing investors to one or more placement agents for use in marketing efforts, including communication with prospective future investors.

The policy may change from time to time, but we will provide you with annual updates of any changes. In addition, you can always review our current policy by asking us for a copy. Should you have any questions regarding the above, please contact the Manager.

Tab 3

SIGNATURE PAGE TO LLC AGREEMENT

Important Note: The following signature page will be deemed a signature page to the Company LLC Agreement for all Investors.

MEMBER COUNTERPART SIGNATURE PAGE
to
LIMITED LIABILITY COMPANY AGREEMENT
of
INVESTHOME REIT, LLC

[For Individual Members]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of _____.

Address:

Signature: _____

Print name: _____

Signature: _____

Print name: _____

IMPORTANT DISCLOSURES

THE INTERESTS IN THE COMPANY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THE INTERESTS HAVE BEEN OFFERED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND THE SECURITIES LAWS OF CERTAIN STATES AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED, OR OTHERWISE DISPOSED OF UNLESS THE TRANSACTION RELATED THERETO COMPLIES WITH OR BE EXEMPT WITHIN THE MEANING OF THE SECURITIES ACT AND THE RULES AND REGULATIONS OF THE SEC AND OF APPROPRIATE STATE AUTHORITIES AND APPLICABLE STATE SECURITIES LAWS. NEITHER THE SEC NOR ANY STATE SECURITIES REGULATORY AUTHORITY HAS MADE AN INDEPENDENT ASSESSMENT OF WHETHER THE INTERESTS OFFERED HEREIN ARE EXEMPT FROM REGISTRATION.

THE INTERESTS IN THE COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY STATE, BUT ARE BEING OFFERED AND SOLD FOR PURPOSES OF INVESTMENT AND IN RELIANCE ON THE STATUTORY EXEMPTIONS CONTAINED IN SECTION 4(A)(2) OF THE SECURITIES ACT AND IN RELIANCE ON APPLICABLE EXEMPTIONS UNDER STATE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, PLEDGED, TRANSFERRED, OR ASSIGNED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT THEREUNDER OR IN A TRANSACTION OTHERWISE IN COMPLIANCE WITH THE SECURITIES ACT, APPLICABLE STATE SECURITIES LAWS, AND THIS AGREEMENT.

MEMBER COUNTERPART SIGNATURE PAGE
to
LIMITED LIABILITY COMPANY AGREEMENT
of
INVESTHOME REIT, LLC

[For Entity Members]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of _____.

Address:

Name of Entity (please print)

By: _____

Print Name: _____

Title: _____

IMPORTANT DISCLOSURES

THE INTERESTS IN THE COMPANY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THE INTERESTS HAVE BEEN OFFERED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND THE SECURITIES LAWS OF CERTAIN STATES AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS THE TRANSACTION RELATED THERETO COMPLIES WITH OR BE EXEMPT WITHIN THE MEANING OF THE SECURITIES ACT AND THE RULES AND REGULATIONS OF THE SEC AND OF APPROPRIATE STATE AUTHORITIES AND APPLICABLE STATE SECURITIES LAWS. NEITHER THE SEC NOR ANY STATE SECURITIES REGULATORY AUTHORITY HAS MADE AN INDEPENDENT ASSESSMENT OF WHETHER THE INTERESTS OFFERED HEREIN ARE EXEMPT FROM REGISTRATION.

THE INTERESTS IN THE COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY STATE, BUT ARE BEING OFFERED AND SOLD FOR PURPOSES OF INVESTMENT AND IN RELIANCE ON THE STATUTORY EXEMPTIONS CONTAINED IN SECTION 4(A)(2) OF THE SECURITIES ACT AND IN RELIANCE ON APPLICABLE EXEMPTIONS UNDER STATE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, PLEDGED, TRANSFERRED OR ASSIGNED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT THEREUNDER OR IN A TRANSACTION OTHERWISE IN COMPLIANCE WITH THE SECURITIES ACT, APPLICABLE STATE SECURITIES LAWS AND THIS AGREEMENT.

SCHEDULE I**NO “BAD ACTOR” CERTIFICATION**

Each potential or prospective investor (“Investor”) must make the certifications, representations and warranties in this Non “Bad Actor” Certification (the “**Certification**”) in order to help Investhome REIT LLC (the “**Company**”) determine if it can rely on exemptions from registration under Rule 506 (“**Rule 506**”) of Regulation D under the U.S. Securities Act of 1933, as amended.

The U.S. Securities and Exchange Commission (the “**SEC**”) has adopted rules in connection with Section 926 of the Dodd-Frank Wall Street Reform and Consumer Protection Act that impose additional reporting requirements on the Company and can adversely affect the Company’s ability to rely on exemptions from registration under Rule 506. Generally, these rules disqualify securities offerings in which certain felons and other “bad actors” (“**Covered Persons**”) are involved from relying on the registration exemptions under Rule 506. Covered Persons include, among others, certain significant investors in the Company that are involved with a disqualifying trigger event. The rules provide that the disqualification does not apply when the Company can show that it did not know, and in the exercise of reasonable care, could not have known that a Covered Person with a disqualifying trigger event participated in the offering. In addition, the disqualification applies only for disqualifying trigger events that occur after September 23, 2013, but requires the Company to disclose disqualifying trigger events that existed before September 23, 2013.

If the Investor is a corporation, partnership, limited liability company, trust or any other entity or nominee for another person, the person completing this Certification with respect to the Investor *must* be a person authorized to represent the beneficial owner(s) of the Investor, or a bank, foreign bank, broker-dealer, investment adviser or other conduit acting on behalf of the beneficial owner(s) of the Investor.

The Investor hereby certifies and represents that, as of the date set forth below, none of the following disqualifying trigger events is true of the Investor:

- (i) The Investor has been convicted, within the past ten years, of any felony or misdemeanor:
 - (A) In connection with the purchase or sale of any security;
 - (B) Involving the making of any false filing with the SEC; or
 - (C) 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;

- (ii) The Investor is subject to any order, judgment or decree of any court of competent jurisdiction, entered within the past five years that restrains or enjoins the Investor from engaging or continuing to engage in any conduct or practice:
 - (A) In connection with the purchase or sale of any security;
 - (B) Involving the making of any false filing with the SEC; or

- (C) 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;
- (iii) The Investor 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 National Credit Union Administration that:
- (A) Bars the Investor from:
 - (1) Association with an entity regulated by such commission, authority, agency, or officer;
 - (2) Engaging in the business of securities, insurance or banking; or
 - (3) Engaging in savings association or credit union activities; or
 - (B) Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within the past ten years;
- (iv) The Investor is subject to an order of the SEC entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(b) or 78o-4(c)) or section 203(e) or (f) of the Investment Advisers Act of 1940 (15 U.S.C. 80b-3(e) or (f)) that:
- (A) Suspends or revokes the Investor's registration as a broker, dealer, municipal securities dealer or investment adviser;
 - (B) Places limitations on the activities, functions or operations of the Investor; or
 - (C) Bars the Investor from being associated with any entity or from participating in the offering of any penny stock;
- (v) The Investor is subject to any order of the SEC entered within the past five years that orders the Investor to cease and desist from committing or causing a violation or future violation of:
- (A) Any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act of 1933 (15 U.S.C. 77q(a)(1)), section 10(b) of the Securities Exchange Act of 1934 (15 U.S.C. 78j(b)) and 17 CFR 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(c)(1)) and section 206(1) of the Investment Advisers Act of 1940 (15 U.S.C. 80b-6(1)), or any other rule or regulation thereunder; or
 - (B) Section 5 of the Securities Act of 1933 (15 U.S.C. 77e).
- (vi) The Investor 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;

(vii) The Investor 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 currently the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or

(viii) The Investor is subject to a United States Postal Service false representation order entered within the past five years, or is currently subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

The Investor acknowledges and recognizes that the matters set forth in this Certification are being relied upon by the Company and Manager in connection with its reliance upon exemptions under Rule 506.

The Investor hereby represents and warrants that the information provided in this Certification is true and accurate as of the date hereof; acknowledges and agrees that this Certification is a continuing certification as long as the Investor has any ownership in the Company; and promises and agrees to promptly notify the Company in writing should there be any change in the information set forth therein.

If the Investor is unable to make the foregoing confirmation, please contact the Company immediately.

Executed on _____.

Signature for Individual Investor: _____ Name of Investor (please print) Signature: _____	Signature for Entity Investor: _____ Name of Investor (please print) By: _____ Print Name: _____ Title: _____
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IRS FORMS W-8 and Instructions

[See attached]

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

(Rev. October 2021)

► For use by individuals. Entities must use Form W-8BEN-E.

OMB No. 1545-1621

Department of the Treasury
Internal Revenue Service

► Go to www.irs.gov/FormW8BEN for instructions and the latest information.

► Give this form to the withholding agent or payer. Do not send to the IRS.

Do NOT use this form if:

Instead, use Form:

- You are NOT an individual W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States 8233 or W-4
- You are a person acting as an intermediary W-8IMY

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner		2 Country of citizenship
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.		
City or town, state or province. Include postal code where appropriate.		Country
4 Mailing address (if different from above)		
City or town, state or province. Include postal code where appropriate.		Country
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		
6a Foreign tax identifying number (see instructions)	6b Check if FTIN not legally required <input type="checkbox"/>	
7 Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)	

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____.

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____.

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
 - (a) income not effectively connected with the conduct of a trade or business in the United States;
 - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
 - (c) the partner's share of a partnership's effectively connected taxable income; or
 - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ▶

I certify that I have the capacity to sign for the person identified on line 1 of this form.

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

Wire Transfer Swift and Instructions

Beneficiary Bank:	Fulton Bank, N.A.
Beneficiary Bank Address:	One Penn Square, Lancaster, PA 17602 USA
Beneficiary Bank Code:	FLBKUS33
Beneficiary:	Investhome REIT LLC
Beneficiary Account No:	0097238307
Beneficiary Address:	309 H ST NE Washington, DC 20002 USA