
BACKSTAGE UMBRELLA, LLC

Membership Interests

SUBSCRIPTION AGREEMENT

IN THE EVENT YOU DECIDE NOT TO PURCHASE A MEMBERSHIP INTEREST PURSUANT TO THE TERMS AND CONDITIONS OF THIS OFFERING, PLEASE RETURN THIS SUBSCRIPTION AGREEMENT TO:

Backstage Umbrella, LLC
c/o Backstage Capital
6121 Sunset Boulevard
Los Angeles, CA 90028

SUBSCRIPTION OUTLINE

Prospective investors should read carefully the summary of terms (the “Summary of Terms”) of Backstage Umbrella, LLC, a Delaware limited liability company (the “Company”), prior to subscribing for a membership interest in the Company (an “Interest”). If you are interested in purchasing an Interest, please read and complete this subscription package, as indicated below, and promptly return the completed package to Arlan Hamilton (the “Managing Member”). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Summary of Terms (the Summary of Terms and this Subscription Agreement, the “Subscription Documents”).

Please complete, date, and sign the enclosed this Subscription Agreement and the accompanying exhibits (the “Exhibits”), as applicable. Retain a copy for your records.

1. Please sign the Omnibus Signature Page to the Subscription Agreement.
2. Please complete the “Investor Identification Statement” annexed hereto as Exhibit A by providing all required information.
3. Please complete and sign the “Investor Questionnaire” annexed hereto as Exhibit B.
4. Please review our Privacy Notice annexed hereto as Exhibit C.
5. If you are a U.S. person for United States federal income tax purposes, please complete the Substitute Internal Revenue Service (“IRS”) Form W-9 “Request for Taxpayer Identification Number and Certification” as described in Exhibit D. If you are not a U.S. person for United States federal income tax purposes, please complete the appropriate Substitute Form W-8 (and all required attachments).
6. Prospective investors must complete all relevant sections of this Subscription Agreement and provide all required documentation. Failure to do so may result in a delay of acceptance of a prospective investor’s subscription until a properly completed Subscription Agreement has been received, processed and approved.
7. Upon your submission of this Subscription Agreement, you will receive the Company’s Limited Liability Company Agreement (the “LLC Agreement”) via the e-mail address provided in the “Investor Identification Statement” annexed hereto as Exhibit A. Prospective investors should read carefully the LLC Agreement.

If you have any questions regarding any of the above (including completion of the Subscription Agreement and Exhibits), please contact the Backstage Capital, LLC at arlan@backstagecapital.com.

**BACKSTAGE UMBRELLA, LLC
SUBSCRIPTION AGREEMENT**

Backstage Umbrella, LLC
c/o Arlan Hamilton
6121 Sunset Boulevard
Los Angeles, CA 90028

Ladies and Gentlemen:

The Subscriber (as defined below) desires to subscribe for and purchase a Class C membership interest (an “Interest”) to be issued by Backstage Umbrella, LLC (the “Company”), a limited liability company organized under the laws of the State of Delaware. The Interest will be issued in the manner and subject to the terms and conditions set forth in this subscription agreement, including the exhibits and schedules annexed hereto (“Exhibits” and “Schedules,” respectively) (this “Subscription Agreement” or this “Agreement”), and the Summary of Terms (the “Summary of Terms”). The limited liability agreement of the Company (the “LLC Agreement”) will be available for review prior to the Managing Member’s acceptance of this Subscription Agreement. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Summary of Terms (the Summary of Terms and this Subscription Agreement, the “Subscription Documents”).

In furtherance of the foregoing, and in order to induce the Company to accept the subscription of the individual or entity that will be the beneficial owner of the Interest (the “Subscriber”), the Subscriber agrees as follows:

PART I - GENERAL REPRESENTATIONS AND COVENANTS

1. Subject to the acceptance of this subscription by Arlan Hamilton (the “Managing Member”), on behalf of the Company, the Subscriber, either directly or through its undersigned nominee, hereby subscribes for and agrees to purchase an Interest for the total subscription amount indicated on Exhibit A annexed hereto.

2. The undersigned, for itself as Subscriber or as nominee for the Subscriber (the “Undersigned”), represents and warrants to the Company that:

(a) if a corporation or other entity, the Subscriber: (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and was not formed for the specific purpose of acquiring the Interest; (ii) has full power and authority to enter into, and perform its obligations under, this Subscription Agreement; (iii) is bound and obligated by this Subscription Agreement, which is valid and enforceable against it in accordance with their respective terms; and (iv) has authorized, by all necessary corporate or other action, the execution, delivery, and performance of this Subscription Agreement, the terms of which will not violate any contract, restriction, or commitment of, or applicable to the Subscriber or any of its affiliates, or, to the best of the Subscriber’s knowledge, any applicable law or government regulation;

(b) the Subscriber is acquiring the Interest for its own account for investment and not with a view to resale, transfer, or otherwise dispose thereof in whole or in part;

(c) the Subscriber (or the person making the investment decision on behalf of the Subscriber) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of this investment;

(d) the Subscriber has received a copy of and its authorized representative has read and understands (i) the disclosures set forth herein and (ii) the Summary of Terms. The Subscriber understands that there are substantial risks involved in an investment in the Company. The Subscriber understands that it will have an opportunity to review the LLC Agreement and to ask questions of, and receive answers from, the Managing Member concerning the Company, the terms and conditions of this offering, and such additional information as it considers necessary to evaluate appropriately an investment in the Company;

(e) the Subscriber realizes that because of the inherently speculative nature of an investment purpose of the Company (as described in the Summary of Terms and the Exhibits hereto), the results of the Company's operations may be expected to vary from month-to-month and from period-to-period, and although the Managing Member may employ certain techniques intended to reduce the risks associated with the Company's investment program, Company investments generally will involve a high degree of financial and market risk that can result in a complete loss of the Subscriber's investment in the Company. The Subscriber's acquisition of an Interest is based upon its own analysis of the benefits of an investment in the Company; it is and will be able to bear the economic risk of its investment in the Interest for an indefinite period of time, and its investment in the Company will not adversely affect its overall need for diversification and liquidity;

(f) the Subscriber understands and agrees to make the contributions of capital pursuant to the terms of the Summary of Terms;

(g) the Subscriber, in connection with its investment in the Company, has obtained and complied with all necessary and appropriate legal and tax advice, registrations, declarations, and filings with, and licenses, approvals and authorizations of, governmental authorities, and neither the Managing Member nor any of its employees, agents, or affiliates of the foregoing made any recommendation, suggestion or advice relating to the Subscriber's decision whether or not to invest in the Company;

(h) the Subscriber represents that neither the Subscriber nor any Covered Person (as defined below) has experienced a "Bad Actor" disqualification event, pursuant to Rule 506(d)(1) of Regulation D under the Securities Act (any such event, a "Disqualifying Event"). A "Disqualifying Event" includes, but is not limited to, the Subscriber or any Covered Person being the subject of: (i) a conviction of any felony or misdemeanor, within ten (10) years before the date of this Subscription Agreement (the date of this Subscription Agreement, the "Applicable Date"), in connection with the purchase or sale of a security, involving the making of a false filing with the U.S. Securities and Exchange Commission (the "SEC") or 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) any order, judgment, or decree of any court of competent jurisdiction, entered within five (5) years before the Applicable Date, that restrains or enjoins the Subscriber or Covered Person from engaging or continuing to engage in any conduct or practice (A) in connection with the purchase or sale of a security, involving the making of any false filing with the SEC, or 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) a final order from a state securities commission (or 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 agency or officer of a state performing like functions), an appropriate federal banking agency, the Commodity Futures Trading Commission, or the National Credit Union Administration that (A) bars the Subscriber or Covered Person from associating with an entity regulated by such commission, authority, agency, or officer, engaging in the business of securities, insurance or banking, or engaging in savings association or credit union activities, or (B) constitutes a final order based on violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten (10) years before the Applicable Date; (iv) certain SEC disciplinary orders relating to brokers, dealers, municipal securities dealers, investment companies and investment advisers and their associated persons; (v) an SEC cease-and-desist order entered within five (5) years before the Applicable Date related to violations of certain anti-

fraud provisions and registration requirements of the federal securities laws; (vi) suspension or expulsion from membership in, or suspension or bar from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission constituting conduct inconsistent with just and equitable principles of trade; (vii) SEC stop orders or refusal orders (including an order suspending a Regulation A exemption) issued within five (5) years before the Applicable Date or an investigation or proceeding to determine whether a stop order or suspension order should be issued; or (viii) a U.S. Postal Service false representation order entered within five (5) years before the Applicable Date or on the Applicable Date 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. “Covered Person” means: (x) any director, executive officer, general partner, or managing member of the Subscriber; and (y) any person who would, through the Subscriber’s ownership of Interests, be deemed to beneficially own twenty percent (20%) or more of the outstanding voting equity securities of the Company (for purposes of this clause (y), beneficial ownership is interpreted in the same manner as in Rule 13d-3 and Rule 13d-5 of the Securities Exchange Act of 1934, as amended). In the event that the Subscriber or any Covered Persons becomes subject to a Disqualifying Event subsequent to the Applicable Date, the Subscriber shall promptly notify the Company;

(i) the Subscriber understands (i) the investment objective, investment strategy, and policies of the Company and (ii) the manner in which profits and losses will be allocated;

(j) the Subscriber understands that the Managing Member, in its sole and absolute discretion at any time, may require a Member to withdraw from the Company, in whole or in part (as described in the Summary of Terms). Further, it understands the limited withdrawal rights granted to the Members; and

(k) the Subscriber understands that Lowenstein Sandler LLP acts as counsel to the Company, the Managing Member and certain of their affiliates. The Subscriber also understands that, in connection with this offering of Interests and subsequent advice to the Company, Lowenstein Sandler LLP will not be representing investors in the Company, including the Subscriber, and no independent counsel has been retained to represent investors in the Company.

3. The Undersigned further represents and warrants that:

(a) the Subscriber has received and carefully read and understands Exhibit C (Privacy Notice) which is annexed hereto;

(b) the Subscriber acknowledges and understands that the Interests are not registered for sale to the public under the Securities Act or the laws of any state or other jurisdiction. The Subscriber understands that the Interests have not been registered under the Securities Act in reliance on an exemption thereunder for transactions not involving a public offering, and will not be so registered;

(c) the Subscriber shall not permit any other person to have a beneficial interest in the Subscriber’s Interest, and the Subscriber shall not sell, assign, transfer, convey, encumber, or otherwise dispose of all or any portion of the Subscriber’s Interest except (i) in accordance with the Summary of Terms; (ii) with the consent of the Managing Member, which such consent may be granted or withheld in its sole and absolute discretion; and (iii) in compliance with the registration requirements of the Securities Act and applicable state securities or “Blue Sky” laws (unless an exemption from registration under the Securities Act or such state laws is available);

(d) the Subscriber acknowledges and understands that if the Subscriber is a non-U.S. person, an investment in the Company may cause the Subscriber to be treated as being engaged in a U.S. trade or business for U.S. tax purposes. Were this to occur, a non-U.S. Subscriber would be subject to tax on its share of the Company’s income treated as “effectively connected” with the conduct of such a U.S. trade or

business, and would be subject to U.S. federal income tax return filing requirements. The Subscriber has consulted or has had an opportunity to consult with its tax advisors with respect to these issues;

(e) if the Subscriber is a “disregarded entity” for U.S. federal income tax purposes, that the representations and warranties made by the Subscriber in this Subscription Agreement are also true and correct as to the Subscriber’s (direct or indirect) sole owner;

(f) if the Subscriber is a partnership, grantor trust, S corporation, or other flow-through entity for U.S. federal income tax purposes (each, a “Flow-Through Entity”), that (i) substantially all of the value of any beneficial owner’s interest in the Flow-Through Entity is not attributable to the Flow-Through Entity’s interest in the Company, and (ii) a principal purpose of the Flow-Through Entity is not to permit the Company to satisfy the one hundred (100) partner limitation in Section 1.7704-1(h)(1)(ii) of the Treasury Regulations; and

(g) the Subscriber agrees to provide, at the request of the Company or the Managing Member, information needed for the Company and any of its affiliates to comply with the U.S. Foreign Account Tax Compliance Act (“FATCA”) information reporting and withholding requirements (as set forth in Sections 1471 through 1474 of the Code and the Treasury Regulations promulgated thereunder). The Subscriber acknowledges and agrees that its failure to provide information needed for the Company to comply with FATCA information reporting and withholding requirements may result in the Subscriber being subject to thirty percent (30%) withholding tax.

4. The Undersigned, if the Subscriber is not a natural person, hereby certifies that, except as otherwise described in this Subscription Agreement, the Subscriber was not formed for the specific purpose of investing in the Company.

5. The Subscriber hereby agrees to become a Member in the Company on the terms and conditions set forth in the Summary of Terms. The Subscriber hereby ratifies, adopts, accepts, and agrees to be bound by all of the terms and provisions of the Summary of Terms and to perform all obligations therein imposed upon a Member with respect to the Interest purchased. Prior to the acceptance of this Subscription Agreement by the Managing Member, the subscriber will have an opportunity to review the LLC Agreement. Upon the Subscriber’s review and execution of the LLC Agreement, the Subscriber shall become a Member of the Company.

6. The Subscriber is entering into this Subscription Agreement relying solely on the facts and terms set forth in this Subscription Agreement and the Summary of Terms, all of which were received by the Subscriber prior to executing this Subscription Agreement, and neither the Managing Member, the Principal, or any other person or entity has made any representation of any kind or nature to induce the Subscriber to enter into this Subscription Agreement or the Summary of Terms. The Subscriber has not relied on any representations other than those in this Subscription Agreement and the Summary of Terms provided by the Managing Member. The Subscriber is not relying on the Managing Member with respect to the individual or partnership tax consequences associated with an investment in the Company.

7. The Undersigned hereby represents that the information contained herein is complete and accurate as of the date hereof and may be relied upon by the Company. The Undersigned further represents that the Subscriber will notify the Managing Member in writing immediately of any material change to the information provided in this Subscription Agreement and/or if any of the representations or warranties contained in this Subscription Agreement or in any Exhibit annexed hereto becomes untrue.

8. The Subscriber understands that the Company may require other documentation, including tax documentation, in addition to this Subscription Agreement, or at any time may change the minimum subscription requirements, and the Company reserves the right to request such documentation or impose the minimum subscription amount at any time.

9. The Subscriber understands that the Company or its agent will inform the Subscriber whether its subscription has been accepted. The Subscriber acknowledges that the Managing Member reserves the right, in its sole and absolute discretion, to reject this and any other subscription, in whole or in part for any or no reason.

10. If this subscription (or any portion of this subscription) is not accepted, the Company shall return any funds transferred by the Subscriber, and not accepted by the Managing Member, as soon as practicable. Such funds shall be returned without interest and at the expense of the Subscriber, and this Subscription Agreement and any other documents delivered by the Undersigned may be destroyed by the Company.

PART II - INVESTMENT COMPANY ACT REPRESENTATIONS

1. The Subscriber understands that the Company will not register as an investment company under the Investment Company Act of 1940, as amended (the “Investment Company Act”) and, for purposes of the provisions of Section 3(c)(1) thereof, does not presently propose to make a public offering of its securities within the United States. The Subscriber understands that the Company intends to rely upon the exemption afforded by Section 3(c)(1) of the Investment Company Act, which provides that Interests may not be beneficially owned by more than one hundred (100) investors. In that connection, the Subscriber hereby certifies that, except as indicated below in the section captioned “Exceptions”:

- (a) it was not formed for the purpose of investing in the Company;
- (b) it is acquiring the Interest for its own account and not for the account of any other person;
- (c) it does not invest more than forty percent (40%) of its total assets in any single entity, including the Company, that is excluded from the definition of an investment company solely by reason of Section 3(c)(1) or 3(c)(7) of the Investment Company Act;
- (d) the shareholders, partners, or grantor, as the case may be, of the Subscriber entity did not contribute additional capital for the purpose of purchasing the Interest;
- (e) its shareholders, partners, beneficiaries, or members may not opt in or out of particular investments made by the Subscriber; each such person participates in all investments made by the Subscriber pro rata in accordance with its interest in the Subscriber;
- (f) the Subscriber is not subscribing to purchase an Interest representing ten percent (10%) or more of the aggregate capital commitments made to the Company; and
- (g) the Subscriber is not aware of any other circumstances that would require the Company to treat it as more than “one person” for purposes of Section 3(c)(1) of the Investment Company Act.

Exceptions:

PART III - POWER OF ATTORNEY

1. The Subscriber, as principal, hereby appoints the Managing Member 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:

(a) any partnership certificate, business certificate, fictitious name certificate, amendment thereto, or other instrument, or document of any kind necessary, desirable, or appropriate to accomplish the business, purpose, and objectives of the Company, or required by any applicable federal, state, local, or foreign law;

(b) the LLC Agreement and any amendment duly approved as provided therein; and

(c) any and all instruments, certificates, and other documents that may be deemed necessary or desirable to effect the winding-up and termination of the Company (including, without limitation, a Certificate of Cancellation of the Certificate of the Limited Liability Company).

This power of attorney is coupled with an interest, is irrevocable, and shall survive and shall not be affected by the subsequent disability, incompetency, termination, bankruptcy, insolvency, or dissolution of the Subscriber; *provided, however*, that this power of attorney shall terminate upon the substitution of another Member for all of the Subscriber's investment in the Company or upon the total withdrawal of the Subscriber from the Company.

PART IV - DESIGNATION OF NOMINEE

1. In the event that the Undersigned is acting as an agent, representative, or nominee (a "Nominee") for the Subscriber, please initial here: _____.

The Nominee understands and acknowledges that the representations, warranties, and agreements made in this Subscription Agreement are made by the Nominee with respect to the Subscriber of the Interest subscribed for hereby. The Nominee represents and warrants that the Nominee has all requisite power and authority from said Subscriber to execute and perform the obligations under this Subscription Agreement and the LLC Agreement. The Nominee agrees to indemnify and hold harmless the Company, the Managing Member, the administrator, and each of their respective affiliates, associates, advisors, partners, employees, and agents from and against any and all loss, liability, claim, damage, cost, and expense whatsoever arising out of, or resulting from, or based upon, any misrepresentation or breach of warranty by the Nominee under this Subscription Agreement, or any other document furnished by the Nominee to the Company in connection with the offer or sale of the Interest. Such loss, liability, claim, damage, cost, and expense shall include, without limitation, legal fees and expenses, and any and all other costs and expenses whatsoever reasonably incurred in investigating, preparing, or defending against any litigation commenced or threatened, or any claim whatsoever.

PART V - ANTI-MONEY LAUNDERING REPRESENTATIONS

1. The Undersigned represents that all evidence of identity provided is genuine, and all related information furnished is accurate.

2. The Undersigned agrees to provide any information deemed necessary by the Managing Member, in its sole and absolute discretion, to comply with the Company's anti-money laundering and anti-terrorist financing program and related responsibilities. The Undersigned acknowledges that applicable anti-money laundering regulations may require the Managing Member to acquire additional information about the Underlying Investor (as defined below) and/or any person or entity representing the Underlying Investor. The Undersigned agrees promptly to provide any such information required by law.

3. Check either V.3(a) or V.3(b) below:

(a) _____ The Undersigned is acquiring the Interest for its own account, risk, and beneficial interest, and:

- is not acting as agent, representative, intermediary/nominee, or in any similar capacity for any other person;
- does not have any intention or obligation to sell, distribute, assign, or transfer all or a portion of the Interest to any other person; and
- no other person will have a beneficial or economic interest in the Interest.

(b) _____ The Undersigned is an investor intermediary investing in its own name on behalf of other investors, which, for these purposes, may include, without limitation, an introducing firm, an asset aggregator, a nominee, or a fund of funds (each, an “Intermediary”); and

- is subscribing for an Interest as a record owner in its capacity as (circle one of the following) [agent / representative / nominee] on behalf of one or more investors (“Underlying Investors”), and agrees that the representations, warranties, and covenants made in this Subscription Agreement are made by it on behalf of itself and the Underlying Investors; and
- (i) has all requisite power and authority from the Underlying Investors to execute and perform the obligations under this Subscription Agreement; (ii) has carried out investor identification procedures with regard to all Underlying Investors; and (iii) has established the identity of all Underlying Investors, holds evidence of such identities, and will make such information available to the Managing Member upon request.

The Undersigned understands and acknowledges that the representations, warranties, and agreements made in this Subscription Agreement are made by the Undersigned with respect to the Subscriber of the Interest subscribed for hereby. The Undersigned represents and warrants that the Undersigned has all requisite power and authority from said Subscriber to execute and perform the obligations under this Subscription Agreement and the LLC Agreement. The Undersigned agrees to indemnify and hold harmless the Company, and the affiliates, associates, advisors, partners, employees, and agents of the Company from and against any and all loss, liability, claim, damage, cost, and expense whatsoever arising out of, or resulting from, or based upon, any misrepresentation or breach of warranty by the Undersigned under this Subscription Agreement or any other document furnished by the Undersigned to the Company in connection with the offer or sale of the Interest. Such loss, liability, claim, damage, cost, and expense shall include, but not be limited to, legal fees and expenses and any and all other costs and expenses whatsoever reasonably incurred in investigating, preparing, or defending against any litigation commenced or threatened, or any claim whatsoever.

4. The Undersigned understands that the Company prohibits any investment in the Company by or on behalf of the following persons (each, a “Prohibited Investor”):

- A person, country, territory, or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control;
- A foreign shell bank (a bank without a physical presence in any country and as defined in the U.S.A. PATRIOT Act);

- A senior foreign political figure,^{***} or any immediate family member,^{****} or close associate^{*****} of a senior foreign political figure; and
- Any other person or entity that the Managing Member in its sole and absolute discretion determines to be a Prohibited Investor.

The Undersigned represents and covenants that neither the Underlying Investor, nor any person controlling, controlled by, or under common control with it, nor any person having a beneficial interest in it, is a Prohibited Investor. The Undersigned agrees promptly to notify the Managing Member of any change in information affecting this representation and covenant.

5. The Undersigned acknowledges that if the Underlying Investor is, or the Managing Member reasonably believes that the Underlying Investor is, a Prohibited Investor, the Managing Member may be obligated to freeze its investment, either by prohibiting additional investments, declining any withdrawal requests, and/or segregating the assets constituting the investment in accordance with applicable regulations, or its investment may be immediately withdrawn by the Company, and neither the Undersigned nor the Underlying Investor shall have any claim against the Managing Member or any of its affiliates for any form of damages as a result of the aforementioned actions. The Undersigned further acknowledges that as part of the Company's responsibility for protection against money laundering, the Company and its appointed agents may require additional information, including detailed verification of the identity of the Subscriber. The Undersigned agrees that, upon request of the Company, it will provide such information as the Company may require to satisfy applicable anti-money laundering laws and regulations, including, without limitation, the Subscriber's anti-money laundering policies and procedures, background documentation relating to its directors, trustees, settlors, and beneficial owners, and audited financial statements, if any.

PART VI - EMPLOYEE BENEFIT PLAN REPRESENTATIONS

1. The Subscriber has indicated whether or not it is a Benefit Plan Investor (as defined herein) on the Investor Identification Statement and Investor Questionnaire. If the Subscriber becomes a Benefit Plan Investor subsequent to the date of this Subscription Agreement, the Subscriber shall immediately notify the Managing Member in writing and also indicate the percentage of such Subscriber's equity interests held by Benefit Plan Investors. For these purposes, a "Benefit Plan Investor," as defined in Section 3(42) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Department of Labor Regulation Section 2510.3-101 (the "Plan Assets Rules"), includes (i) an "employee benefit plan" that is subject to the provisions of Title I of ERISA, (ii) a "plan" that is subject to the prohibited transaction provisions of Section 4975 of the Code, such as individual retirement accounts ("IRAs") and certain retirement plans for self-employed individuals, and (iii) a pooled investment fund whose assets are treated as "plan assets" pursuant to the Plan Assets Rules in such pooled investment fund. The Subscriber agrees

^{***} A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military, or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

^{****} "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children, and in-laws.

^{*****} A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

to notify the Managing Member promptly in writing if there is any change in the percentage of the Subscriber's assets that are treated as "plan assets" for the purpose of the Plan Assets Rules.

2. If the Subscriber is a Benefit Plan Investor, the fiduciary executing this Subscription Agreement on behalf of the Benefit Plan Investor (the "Fiduciary") represents and warrants to the Company that:

(a) the Fiduciary is a "fiduciary" of such Benefit Plan Investor and trust and/or custodial account within the meaning of Section 3(21) of ERISA, and/or Section 4975(e)(3) of the Code and such person is authorized to execute this Subscription Agreement;

(b) unless otherwise indicated in writing to the Managing Member, the Benefit Plan Investor is not a participant-directed defined contribution plan;

(c) the Fiduciary has considered a number of factors with respect to the Benefit Plan Investor's investment in an Interest and has determined that, in view of such considerations, the purchase of the Interest is consistent with the Fiduciary's responsibilities under ERISA. Such factors include, but are not limited to:

(i) the role such investment or investment course of action plays in that portion of the Benefit Plan Investor's portfolio managed by the Fiduciary;

(ii) 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 Benefit Plan Investor, taking into account both the risk of loss and the opportunity for gain that could result therefrom;

(iii) 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 Benefit Plan Investor;

(iv) the projected return of that portion of the portfolio managed by the Fiduciary relative to the funding objectives of the Benefit Plan Investor;

(v) whether an investment in the Company has been duly authorized by, and conforms in all respects to, the documents governing the Benefit Plan Investor and the Fiduciary;

(vi) whether an investment in the Company is appropriate in light of the Benefit Plan Investor's investment and diversification guidelines; and

(vii) the risks associated with an investment in the Company and the fact that the Benefit Plan Investor will be restricted from withdrawing its interest in the Company for an indefinite period of time;

(d) the Fiduciary:

(i) is responsible for the decision to invest in the Company;

(ii) is independent of the Company and each of its affiliates;

(iii) is qualified to make such investment decision; and

(iv) has not relied on, and is not relying on, the investment advice of the Company, the Managing Member, the administrator or any of their respective employees, agents, or affiliates with respect to the Benefit Plan Investor's investment in the Company, and neither the Company, the Managing Member, the administrator nor any of their respective employees, agents, or affiliates, have any investment

discretion with respect to the assets of the Benefit Plan Investor which will be used to purchase an Interest;

(e) to the extent applicable, the disclosures contained in the Summary of Terms and in other information provided to the Fiduciary regarding the investment in the Company constitute notice to the Fiduciary pursuant to Section 408(b)(2) of ERISA and regulations issued thereunder;

(f) the Fiduciary has delivered to the Company, and from time to time hereafter will deliver to the Company, in writing, all of the information that the Company may request in order to avoid violations of any provision of ERISA or any other law applicable to the Subscriber, and immediately will notify the Company and the administrator, in writing, of any change in the information so furnished;

(g) the investment in the Company has been duly authorized under, and conforms in all respects to, the documents governing the Benefit Plan Investor and the Fiduciary; and

(h) unless otherwise indicated on the Investor Identification Statement annexed hereto, the Subscriber is not an insurance company that is investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account) in the Company. The Subscriber agrees to notify the Managing Member immediately in writing if there is a change in the percentage of the general account's assets that constitute "plan assets" within the meaning of Section 401(c) of ERISA and shall disclose such new percentage ownership.

3. The Subscriber represents that if the Subscriber is not an employee benefit plan subject to Title I of ERISA or a plan that is subject to Section 4975 of the Code, but is subject to provisions under other U.S. federal, state, local, non-U.S. or other laws or regulations that are similar to those provisions contained in ERISA and/or the Code (collectively "Other Plan Laws") the person executing this Subscription Agreement on behalf of the Subscriber has determined that an investment in the Company is in accordance with the terms of the Subscriber's governing instruments and complies with all applicable Other Plan Laws.

4. The Subscriber hereby acknowledges and agrees that nothing herein or in the Summary of Terms should be considered or construed as a recommendation or investment advice (*i.e.*, a suggestion that the recipient of this Subscription Agreement engage in or refrain from taking a particular course of action) for purposes of ERISA or otherwise. Accordingly, neither of the Managing Member nor any of her affiliates is acting as a fiduciary under ERISA, including as an investment advice fiduciary or otherwise, to any plan, plan fiduciary, participant, beneficiary or investor, or to an IRA owner or beneficiary, as a result of the receipt of this Subscription Agreement.

PART VII – ADDITIONAL REPRESENTATIONS BY TAX-EXEMPT INVESTORS

1. The Subscriber understands that:

(a) the Company, in its discretion, may accept an investment from a U.S. tax-exempt investor in certain circumstances. However, neither the provisions of this Subscription Agreement nor the acceptance of any subscription hereunder shall be deemed in any way to be legal or tax advice or any representation or warranty by the Company or the Managing Member, or any representative or affiliate of any of the foregoing, or to imply in any way, that an investment in the Company is suitable for any investor; and

(b) (i) if the Subscriber is exempt from the payment of U.S. federal income taxes, an investment in the Company may subject the Subscriber to the U.S. federal income tax on "unrelated business taxable income" ("UBTI"); (ii) if the Subscriber is a private foundation, in addition to UBTI, an investment in the Company may subject the Subscriber to significant excise taxes; (iii) if the Subscriber is a charitable remainder trust, the receipt of any UBTI by the Subscriber in respect of its interest in the Company will be subject to a one-hundred percent (100%) excise tax. The Subscriber has consulted, or has had an opportunity to consult with, its own tax advisors with respect to these issues.

2. The Subscriber has consulted, or has had the opportunity to consult with, its own tax advisors regarding its decision to invest in the Company, is relying solely on the advice of such tax advisors in connection with the tax aspects of an investment by the Subscriber in the Company, and is fully informed as to the tax obligations that may be imposed upon the Subscriber in connection with the Subscriber's purchase of an Interest in the Company.

PART VII – ELECTRONIC DELIVERY OF ACCOUNT INFORMATION

The Subscriber hereby agrees and consents to have the Company and/or the Managing Member deliver electronically all current and future account statements, and this Subscription Agreement (including all supplements and amendments thereto), notices (including privacy notices), updated offering and organizational fund documents, notices (including privacy notices), letters to investors, all audited and unaudited financial statements including the annual audited financial statements, regulatory communications, information relating to taxation (including Schedule K-1) and other information, documents, data and records related to the Subscriber's investment in the Company (collectively, "Account Communications"). The Subscriber acknowledges and agrees that electronic communication from the Company and/or the Managing Member will include, among other things, e-mail delivery as well as the electronic provision of Account Communications pertaining to the undersigned via the Company or the Managing Member's website, if applicable. Account Communications will be sent to the e-mail address provided in the Subscriber Information Form, unless the Subscriber affirmatively notifies the Company in writing of any changes to the Subscriber's e-mail address or additional addresses. The Subscriber acknowledges and agrees that it is the Subscriber's affirmative obligation to notify the Company in writing of any changes to the Subscriber's e-mail address provided in the Subscriber Information Form. The Subscriber should contact Backstage Capital, LLC by e-mail at arlan@backstagecapital.com to change the Subscriber's e-mail address or to provide additional addresses.

The Subscriber may revoke or restrict its consent to electronic delivery of Account Communications at any time by notifying the Managing Member, in writing, of the Subscriber's intention to do so. The Subscriber may contact Backstage Capital, LLC by e-mail at arlan@backstagecapital.com or send a letter to Backstage Umbrella, LLC, c/o Backstage Capital, 6121 Sunset Boulevard, Los Angeles, CA 90028 to revoke or restrict consent. If the Subscriber does not consent to electronic delivery, or revokes its consent to electronic delivery, of Account Communications, the Subscriber will be provided Account Communications in paper format. Unless otherwise notified, Account Communications will continue to be provided to the Subscriber electronically. There are no other conditions under which the Subscriber will discontinue distributing Account Communications electronically.

The Company and/or the Managing Member shall not be liable for any interception by any third party of Account Communications. The undersigned acknowledges and agrees that, although none of the Company and/or the Managing Member will charge additional amounts for electronic delivery, the Subscriber may incur charges from its internet service provider or other third parties in connection with the delivery and receipt of Account Communications delivered electronically. In addition, the Subscriber understands that there are risks associated with electronic delivery of Account Communications, including the risk of system outages or interruptions, which risks may, among other things, inhibit or delay the Subscriber's receipt of Account Communication.

In order to receive Account Communications electronically, Subscriber must have Adobe Reader software version 7.0 or later.

PART IX - MISCELLANEOUS PROVISIONS

This Subscription Agreement and the rights, powers, and duties set forth herein shall bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of the parties hereto.

This Subscription Agreement and the LLC Agreement, which will be available for review prior to the Managing Member's acceptance of this Subscription Agreement, represent the entire agreement of the parties with respect to the subject matter hereof and may not be changed or terminated orally.

The LLC Agreement has been prepared for your information on behalf of the Company, and may not be reproduced or used for any other purpose. By accepting the LLC Agreement, you hereby understand, acknowledge and agree with the Company as follows:

1. You will not reproduce or distribute this e-mail or the attached LLC Agreement, in whole or in part, without the prior written consent of the Company or its authorized representatives.
2. You will return, delete and/or destroy the LLC Agreement to the Company or its authorized representatives upon request.
3. The information contained in the LLC Agreement is confidential, non-public and all such information shall be kept in confidence and not disclosed to any third person (other than to your advisers or representatives) for any reason except to the extent required by applicable law or administrative or judicial process; provided, however, that this obligation shall not apply to any such information that is (i) part of the public knowledge or literature and readily accessible at the date hereof, (ii) becomes part of the public knowledge or literature and readily accessible by publication (except as a result of a breach of this paragraph) or (iii) is received from third parties (except third parties who disclose such information in violation of any confidentiality agreements or obligations entered into with the Company). Notwithstanding the foregoing, you may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of: (i) the Company and (ii) any of the Company's transactions, and all materials of any kind (including, without limitation, options or other tax analyses) that are provided to you relating to such tax treatment and tax structure, it being understood that "tax treatment" and "tax structure" do not include the name or the identifying information of the Company or the parties to the transaction.

No waiver by any party of any breach of any term of this Subscription Agreement shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or of a different nature.

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. The parties agree that any action or proceeding arising, directly, indirectly, or otherwise in connection with, out of, related to, or from this Subscription Agreement, any breach hereof, or any transaction covered hereby, may be resolved, whether by arbitration or otherwise, within Los Angeles, California. Accordingly, the parties consent and submit to the jurisdiction of the state and federal courts located within Los Angeles, California.

The Undersigned understands that a misrepresentation or breach of any warranty or agreement made by the Undersigned in this Subscription Agreement could subject the Company to significant damages and expenses. The Undersigned hereby agrees to indemnify, defend, and hold harmless the Company from and against any loss, liability, damage, cost, or expense (including legal fees and expenses in the defense or settlement of any demands, claims, or lawsuits) actually and reasonably incurred arising from the Undersigned's misrepresentation or breach of any warranty or agreement in this Subscription Agreement and in any exhibit attached hereto.

The representations, warranties, agreements, and indemnification obligations of the Undersigned contained in this Subscription Agreement (including any additional documentation provided by the Undersigned upon the request of the Company or its agent) shall survive the execution hereof.

The name, address, facsimile number, and related information of the Subscriber are as indicated on Exhibit A attached hereto. If such information changes, the Undersigned shall notify the Company of such change

at the address set forth in this Subscription Agreement as soon as practicable, but no later than thirty (30) days after the occurrence of the change.

This Subscription Agreement is intended to be read and construed in conjunction with certain other documents described herein, including without limitation, the Summary of Terms. Accordingly, pursuant to the terms and conditions of this Subscription Agreement, it is hereby agreed that the execution by the Subscriber of this Subscription Agreement, in the place set forth herein, shall constitute an agreement to be bound by the terms and conditions hereof.

The Subscriber acknowledges and agrees that no modification to this Subscription Agreement shall be valid unless affirmatively consented to in advance by the Company and the Managing Member.

[Signature page follows]

**BACKSTAGE UMBRELLA, LLC
SIGNATURE PAGE TO THE
SUBSCRIPTION AGREEMENT**

The Purchaser hereby elects to subscribe under the Subscription Agreement for the number and price of the [SECURITIES] stated below and executes the Subscription Agreement.

Number of Securities: «=investment.shares»

Subscription Amount: «=investment.amount»

Date: «=investment.date»

By: «=investor.signature»

Name: «=investor.name»

Email: «=investor.email»

Address: «=investor.address»

Co-Subscriber (if Applicable): «=investor.co_subscriber.name»

Signature: «=investor.co_subscriber.signature»

If Entity:

Name: «=entity.name»

Investor Name: «=entity.investor_name»

Address: «=entity.street1» «=entity.street2» «=entity.city» «=entity.subdivision» «=entity.country»
«=entity.postal_code»

Phone Number: «=entity.phone»

Email: «=entity.investor_email»

EIN: «=entity.ein»

Agreed and Accepted on Behalf of: Backstage Umbrella, LLC

By: «=issuer.signature»

Name: Arlan Hamilton

Email: arlan@backstage.com

Address: 1550 North El Centro Avenue
Los Angeles, CA 90028

EXHIBIT A

BACKSTAGE UMBRELLA, LLC

INVESTOR IDENTIFICATION STATEMENT

- (1) Date: _____
- (2) Total subscription amount
(minimum \$50,000): _____
- (3) Name(s) in which the Interest is (are) to
be registered: _____
- (4) Address of registered owner(s):

- (5) Date of birth of registered owner(s) (if
individual(s)): _____
- (6) E-mail address: _____
- (7) Indicate type of Subscriber:
_____ (a) individual
_____ (b) joint tenants
_____ (c) trust
_____ (d) partnership
_____ (e) limited liability company
_____ (f) corporation
_____ (g) individual retirement account
(IRA) or individual retirement annuity,

- (10) If Subscriber checked either a, b, or c in
Item (9) above, provide the birth dates of
any natural person beneficial owner(s): _____
- (11) Taxpayer identification number or social
security number(s): _____

(12) Contact for additional information:

Name: _____

Telephone Number: _____

The Subscriber of the Interest in the Company, represents that the following individual or individuals is or are authorized to act on behalf of the Subscriber to provide and receive instructions to or from the Company (or its representatives) and the Subscriber. Such individuals are the only persons so authorized until further written notice, signed by one or more of such individuals, is sent to Backstage Umbrella, LLC c/o Backstage Capital, 6121 Sunset Boulevard, Los Angeles, CA 90028.

Name:

Specimen Signature:

EXHIBIT B

BACKSTAGE UMBRELLA, LLC

INVESTOR QUESTIONNAIRE

(CONFIDENTIAL)

You are being asked to answer the questions that follow in connection with your subscription to purchase an Interest in the Company. The Interests are being offered to qualified investors without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance on the private offering exemption contained in Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D ("Regulation D") promulgated thereunder by the SEC. The availability of the exemption depends, in part, on a determination that each purchaser is able adequately to protect itself in the transaction and does not require the protections afforded by registration. The Company also intends to comply with Section 3(c)(1) of the Investment Company Act of 1940 (the "Investment Company Act"), which permits private investment companies (such as the Company) to sell their interests on a private placement basis to no more than one hundred (100) beneficial owners. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Summary of Terms (the "Summary of Terms").

The information supplied will be used in determining whether proposed purchasers of the Interests meet such criteria and to determine:

- (i) whether an investment in the Company by the investor is suitable in light of the investor's financial position;
- (ii) whether the Subscriber qualifies as a "Benefit Plan Investor," as defined and described in this Subscription Agreement; and
- (iii) whether the investor qualifies as an "accredited investor" as defined in Regulation D, or is otherwise a suitable investor and has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of the investment.

I (we) understand the Interests are being issued without registration under the Securities Act in reliance upon the private offering exemption contained in Section 4(a)(2) of the Securities Act, and that such reliance is based in part on the information herein supplied. For the foregoing reasons, and to induce the Managing Member to accept my subscription for an Interest, I represent and warrant that the information stated herein is true, accurate, and complete; and I agree to notify and supply corrective information immediately if, prior to the consummation of my purchase of an Interest, any of the information provided becomes inaccurate or incomplete. The information will be kept confidential pursuant to the Privacy Notice annexed as Exhibit C.

(A) General

Please initial one of the two lines below and complete the blanks:

 (1) If the Subscriber is an individual or beneficial ownership of the Subscriber is held
(Initial) by an individual (for example, an Individual Retirement Account ("IRA") or Keogh Plan),
such individual is of legal age and is:

- a resident of: _____

OR

- (Initial)
- (2) If the Subscriber is a corporation, a partnership, a trust, or other legal entity, it is:
- organized under the laws of _____
 - and has its principal place of business in _____
- _____

Please initial one of the two lines below and complete the blanks:

- (Initial)
- (1) If the beneficial owner of the Interest (the “Subscriber”) is an individual, or beneficial ownership of the Subscriber is held by an individual (for example, an Individual Retirement Account or Keogh Plan), such individual is of legal age and is:
- a resident of: _____ (State)
- Name(s) of individual(s) making the investment decision on behalf of the Subscriber:
- _____

OR

- (Initial)
- (2) If the Subscriber is any type of legal entity, it is:
- organized under the laws of _____
 - and has its principal place of business in _____
- _____

IN WITNESS WHEREOF, the undersigned has executed this Investor Questionnaire this _____
day of _____, 2021.

Signature of Subscriber or its authorized signatory

Name of Signatory

EXHIBIT C

BACKSTAGE UMBRELLA, LLC

PRIVACY NOTICE

At Backstage Umbrella, LLC, maintaining the trust and confidence of our investors is of paramount importance. We are committed to safeguarding your personal information and providing you with facts and options about how this information may be shared.

This notice replaces all previous statements of our consumer privacy policy, and may be amended at any time. We will provide you with annual reminders of our policies and with revised policies if there are any changes in how we handle your personal information. If you end your relationship with us, we will continue to adhere to the policies and practices described in this notice. If you have any questions about this privacy policy you may contact us at arlan@backstagecapital.com.

Information That We Collect. In connection with providing you with our services, we obtain nonpublic personal information about you that may include the following:

- Information that we receive from you in subscription documents or other forms including your name, address, social security number, assets, and income.
- Information about your investments with us.

Information That We Share. We, along with our affiliates use or share information in a limited and carefully controlled manner. We do not disclose any nonpublic information about our investors or former investors to anyone, except as permitted by law. Instances in which we may be required to share your information include:

- Disclosure to companies that provide services necessary to effect a transaction that you request or to service your account, such as prime brokers, accountants, attorneys, or administrators.
- Disclosure to companies that provide services to us or our affiliates, such as attorneys, marketing or placement agents or consultants. We require such persons to protect the confidentiality of your nonpublic personal information and to use the information only for purposes for which it is disclosed to them.
- Disclosure to government agencies, courts, parties to lawsuits, or regulators in response to subpoenas. In such cases, we share only the information that we are required or authorized to share.

Confidentiality and Security. Only those persons who need your information to perform their jobs have access to it. In addition, we maintain physical, electronic, and procedural security measures that comply with federal regulations to protect your information. Our employees have limited access to your personal information based upon their responsibilities. All employees are instructed to protect the confidentiality of your personal information as described in these policies, which are strictly enforced.

EXHIBIT D

INVESTOR TAX FORMS

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

If you are a U.S. person for United States federal income tax purposes, please complete the Substitute Internal Revenue Service (“IRS”) Form W-9 “Request for Taxpayer Identification Number and Certification”. If you are not a U.S. person for United States federal income tax purposes, please complete the appropriate Substitute Form W-8 (and all required attachments).

Exhibit D-I – Substitute Form W-9

FEDERAL INCOME TAX BACKUP WITHHOLDING

In order to prevent the application of federal income tax backup withholding, each holder of Membership Interests must provide the Company with a correct Taxpayer Identification Number (“TIN”). An individual’s social security number is his or her TIN. The TIN should be provided in the space provided in the Substitute Form W-9, which is set forth below. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS. Certain taxpayers, including all corporations, are not subject to these backup withholding and reporting requirements. If the Subscriber has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, “Applied For” should be written in the space provided for the TIN on the Substitute Form W-9.

Under the penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- (3) I am a U.S. citizen or other U.S. person (defined in the instructions).

Instruction: You must cross out #2 above if you have been notified by the Internal Revenue Service that you are subject to backup withholding because of under reporting interest or dividends on your tax returns.

Each person to be named on the certificate should complete this section.

Subscriber: «=investor.name»
Signature: «=investor.signature»
SSN or EIN: «=investor.ssn»

Co-Subscriber (if Applicable): «=investor.co_subscriber.name»
Signature: «=investor.co_subscriber.signature»
SSN or EIN: «=investor.co_subscriber.ssn»

Exhibit D-II – Substitute Form W-8BEN

FEDERAL INCOME TAX BACKUP WITHHOLDING

In order to prevent the application of federal income tax backup withholding, each holder of Membership Interests must provide the Company with a correct Taxpayer Identification Number or a foreign tax identification number (“TIN”). An individual’s social security number is his or her TIN. The TIN should be provided in the space provided in the Substitute Form W-9, which is set forth below. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS. Certain taxpayers, including all corporations, are not subject to these backup withholding and reporting requirements. If the Subscriber has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, “Applied For” should be written in the space provided for the TIN on the Substitute Form W-8BEN.

Under the penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- (2) The income to which this form relates is: (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but not subject to tax under applicable income tax treaty, or (c) the partner’s share of a partnership effectively connected income.
- (3) I am a not a U.S. citizen or other U.S. person (defined in the instructions).

Instruction: You must cross out #2 above if you have been notified by the Internal Revenue Service that you are subject to backup withholding because of under reporting interest or dividends on your tax returns.

Each person to be named on the certificate should complete this section.

Subscriber: «=investor.name»
Signature: «=investor.signature»
Country of Residence: «=investor.country»
TIN: «=investor.ssn»

Co-Subscriber (if Applicable): «=investor.co_subscriber.name»
Signature: «=investor.co_subscriber.signature»
Country of Residence: «=investor.co_subscriber.country»
TIN: «=investor.co_subscriber.ssn»

Exhibit E – Registration Instructions

Please print or type below the exact way in which the Subscriber desires the Membership Interests to be registered. Use multiple sheets if necessary.

Name: «=investor.name»

Additional Name if Tenant in Common or Joint Tenants: «=investor.co_subscriber.name»

Mailing Address: «=investor.address»

Social Security Number or other Taxpayer Identification Number: «=investor.ssn»

Subscription amount of Membership Interest to be registered in above name : «=investment.amount»

Legal form of ownership: (select one)

[«=investor.has_individual»] Individual

[«=investor.has_survivorship»] Joint Tenants w/ Rights of Survivorship

[«=investor.has_common»] Tenants in Common

[«=investor.has_other»] Other

Exhibit F – Power of Attorney

The undersigned, as a Member, hereby makes, constitutes and appoints the Managing Member, Arlan Hamilton, the Member's true and lawful attorney-in-fact for the Member and in such Member's name, place and stead, to make, execute, sign, acknowledge, file for recording at the appropriate public offices and publish such documents as may be necessary to carry out the provisions of the LLC Agreement, including (i) the LLC Agreement, and (ii) such other certificates or instruments as may be required by law, or are necessary to the conduct of the Company business. Each Member will execute and deliver to the Managing Member, within five (5) days after receipt of such person's written request therefor, such other and further powers of attorney and instruments as the Managing Member deems necessary to carry out the purpose of this Section. For the avoidance of any doubt, no Member will be required to deliver to the Managing Member any further powers of attorney or instruments if the subject power of attorney or instruments relates to an action required by the LLC Agreement to be approved by the Members until such time as the requisite percentage of the Members has approved such actions in accordance with the LLC Agreement.

The foregoing grant of authority is hereby declared to be irrevocable and a power coupled with an interest and will not be affected by the death or disability of any Member or the assignment by any Member of his, her or its Interest; provided that in the event of such assignment of a Member's entire interest, the foregoing power of attorney of an assignor Member will survive such assignment only until such time as the assignee is admitted to the Company as a substitute Member and all required documents and instruments have been duly executed, filed and recorded to effect each substitution or until such time as the Company repurchases such Member's remaining rights as permitted in the LLC Agreement. In the event of any conflict or inconsistency between the provisions of the LLC Agreement and any document executed, signed or acknowledged by the Managing Member or filed for recording or published pursuant to the power of attorney granted hereby, the LLC Agreement will govern except to the extent such document specifically amends the LLC Agreement.

By: «=investor.signature»

Name: «=investor.name»

Date: «=date»

[«=investor.has_entity»] Check Box if Entity

[«=investor.has_co_subscriber»] Check Box if Co-Subscriber

By Co-Subscriber: «=investor.co_subscriber.signature»

Name Co-Subscriber: «=investor.co_subscriber.name»