

OIP SPV SCEYE, LLC

INSTRUCTIONS

This Subscription Booklet relates to the offering of membership interests in OIP SPV SCEYE, LLC, a Delaware limited liability company (the “*Company*”). Each prospective Purchaser should read the materials attached as Exhibits to the Limited Liability Company Agreement of the Company (as may be further amended from time to time, the “*LLC Agreement*”), the Confidential Private Placement Memorandum, its Annex and Exhibits (as may be further amended from time to time, the “*PPM*”) (the LLC Agreement together with the PPM, the “*Offering Materials*”). Each Purchaser must complete all of the information required by this Subscription Booklet in the manner described below. For purposes hereof, the “*Purchaser*” is the person or entity for whose account the membership interest in the Company is being purchased.

1. Each Purchaser must complete and execute one (1) counterpart signature page to the attached Subscription Agreement, including executing the Authorized Signatories section of the signature pages.
2. Each Purchaser must complete Exhibit A-C and, where required, execute one (1) copy of each of Exhibit A and Exhibit B.
3. Each Purchaser must execute and deliver the applicable U.S. Internal Revenue Service withholding form W-9, W-8BEN, W-8BEN-E, W-8EXP, W-8IMY or W-8ECI. The relevant forms are available at www.irs.gov. If delivering a W-8IMY, the Purchaser must deliver executed withholding forms for each of its beneficial owners. **Failure to include a properly completed and executed tax form may result in amounts being withheld for taxes at the maximum applicable rates when a lower rate might have applied if the appropriate tax form had been included.**
4. Each Purchaser, and agents or persons acting in a representative capacity for a Purchaser, may be required, if requested by the Company, to furnish evidence satisfactory to the Company that such subscriber has the authority to become a member of the Company and that the Subscription Agreement and the LLC Agreement have been duly authorized and executed by such Purchaser. In addition, each Purchaser, upon request of the Company, may be required to provide additional information related to its beneficial owners for applicable anti-money laundering and “know your customer” purposes. If any documents are signed for you by your attorney-in-fact or by you as attorney-in-fact for a subscriber, the Company may require you to provide a copy of the power of attorney.
5. Each Purchaser must email a copy of the completed and executed Subscription Agreement, all tax documents, and any requested “know your customer” information to the Company via secure portal or as otherwise directed in writing by the Company.

Inquiries regarding the LLC Agreement or completion of the Subscription Booklet should be directed to Matt McMahon at 212-466-6774 or matt@Obsidianip.com

OIP SPV SCEYE, LLC

SUBSCRIPTION AGREEMENT

Section 1. Offer and Sale of Interests.

1.1 Subscription. The undersigned (the “**Purchaser**”), intending to be legally bound, hereby subscribes for and agrees to make a contribution to the capital of OIP SPV SCEYE, LLC, a Delaware limited liability company (the “**Company**”), in the amount set forth on the Member Signature Page attached to this Subscription Agreement (the “**Capital Contribution**”). The Capital Contribution shall be payable in accordance with the terms and conditions of the Limited Liability Company Agreement of the Company (as may be amended from time to time, the “**LLC Agreement**”). Upon the acceptance of this Subscription Agreement by the Company in accordance with Section 1.2 hereof, and subject to and pursuant to the terms of the LLC Agreement, the Purchaser will be admitted as a “**Member**” and hold a limited liability company membership interest in the Company (an “**Interest**”) with an obligation to make capital contributions to the Company in the amount of the Purchaser’s Capital Contribution. Capitalized terms used but not defined herein have the same meanings as set forth in the LLC Agreement.

The Purchaser acknowledges and agrees that its execution and delivery to the Company of this Subscription Agreement shall constitute the irrevocable offer by the Purchaser to subscribe to the Company on the terms and conditions set forth in this Subscription Agreement and the LLC Agreement.

1.2 Acceptance or Rejection. The Purchaser understands that the Company will notify it whether this Subscription Agreement has been accepted or rejected. The Purchaser further understands that this Subscription Agreement may be accepted or rejected, in whole or in part, at any time for any reason or no reason whatsoever by the Company in the sole and absolute discretion of the Company.

The Company shall evidence its acceptance of the Purchaser’s subscription by executing a duplicate original or a copy of this Subscription Agreement which will be made available to the Purchaser. Payment. In connection with this Subscription Agreement and subject to acceptance by the Company, the Purchaser hereby agrees with the Company as follows:

(A) The Purchaser hereby agrees to pay its Capital Contribution upon acceptance of its Subscription Agreement by the Company. The Purchaser has or will reserve sufficient available liquid assets to make such Capital Contribution.

(B) The Purchaser hereby agrees to pay all costs and expenses incurred by or on behalf of the Company, including reasonable attorneys’ fees and disbursements, in connection with enforcing the Purchaser’s obligations under this Subscription Agreement in the event of any default in respect of its obligations hereunder.

(C) If the Purchaser is a direct or indirect subsidiary of a parent entity (or a sub-trust or other entity whose management or operations are controlled by another entity), then, at the Company’s request, the Purchaser will cause its parent entity to confirm or

certify that the parent entity will take such actions as are necessary to assure that the Purchaser has sufficient liquid assets to pay its Capital Contribution upon the acceptance of its Subscription Agreement by the Company.

Section 2. Consent to Electronic Delivery of Investor Communications and K-1s.

2.1 The Company may deliver to or cause to be made available to Purchasers via secure portal certain correspondence, Company documents, notices, letters, financial statements, tax forms, regulatory communications and other information, documents, data, and records (collectively, “*Investor Communications*”) electronically by email to the address in the Company’s records or by posting them on a password protected website. When delivering documents by email, the Company may distribute them as attachments to emails in Adobe’s Portable Document Format (PDF). It is Purchaser’s obligation to notify the Company in writing if Purchaser’s email address changes. The Company and the Managers will not be liable for any interception of Investor Communications. In addition, Purchaser is aware that there are risks, such as system outages, that are associated with electronic delivery of Investor Communications.

2.2 The Purchaser consents to receive Schedules K-1 from the Company electronically via email, the Internet, and/or another electronic reporting medium in lieu of paper copies and confirms that it has executed the Electronic Schedule K-1 Consent Form attached as Exhibit A to the Subscription Agreement and has delivered such executed consent form to the Company via electronic mail in a scanned .pdf file.

Section 3. Representations and Warranties of the Purchaser. The Purchaser hereby acknowledges, represents and warrants to the Company and its affiliates that:

(A) THE PURCHASER HAS READ CAREFULLY AND UNDERSTANDS THE OFFERING MATERIALS AND THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE COMPANY, INCLUDING THE RISKS AND CONFLICTS OF INTEREST DESCRIBED IN THE OFFERING MATERIALS. THE PURCHASER ACKNOWLEDGES THAT IT HAS BEEN ADVISED TO CONSULT ITS OWN ATTORNEY, ACCOUNTANT, TAX ADVISOR AND/OR INVESTMENT ADVISOR WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE PURCHASER AND THE PURCHASER HAS CONSULTED ITS OWN TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES RESULTING FROM THE PURCHASER’S ACQUISITION, OWNERSHIP AND DISPOSITION OF THE INTEREST. ANY SPECIFIC ACKNOWLEDGMENT SET FORTH BELOW WITH RESPECT TO ANY STATEMENT CONTAINED IN THE OFFERING MATERIALS SHALL NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.

(B) The Purchaser, if an entity, (i) is duly organized, formed or incorporated, as the case may be, and is validly existing and, if applicable, in good standing under the laws of its jurisdiction of organization, formation or incorporation, and it has all the requisite power and authority to execute, deliver and perform its obligations under this Subscription Agreement and the LLC Agreement, and to subscribe for and purchase an Interest hereunder and (ii) will deliver all formation or governing documents and resolutions authorizing the purchase of an Interest as may be required by the Company. If the

Purchaser is an individual, (i) the Purchaser is of legal age in the Purchaser's state of residence and has legal capacity to execute, deliver and perform his or her obligations under this Subscription Agreement and the LLC Agreement and (ii) if the Purchaser lives in a community property state in the United States, either (1) the source of the Purchaser's capital contributions to the Company will be Purchaser's separate property and the Purchaser will hold the Purchaser's interest in the Company as separate property, or (2) the Purchaser has the authority alone to bind the community with respect to this Subscription Agreement and the LLC Agreement. The Purchaser's purchase of an Interest and the Purchaser's execution, delivery and performance of this Subscription Agreement and the LLC Agreement have been authorized by all necessary corporate or other action on the Purchaser's behalf, and this Subscription Agreement and the LLC Agreement are the Purchaser's legal, valid and binding obligations, enforceable against the Purchaser in accordance with their respective terms.

(C) The execution and delivery of this Subscription Agreement and the LLC Agreement, the consummation of the transactions contemplated hereby and thereby, and the performance of the Purchaser's obligations hereunder and thereunder do not and will not conflict with, or result in any violation of or default under, any provision of any charter, by-laws, trust agreement, operating agreement or other governing instrument applicable to the Purchaser, or any agreement or other instrument to which the Purchaser is a party or by which the Purchaser or any of the Purchaser's properties is bound, or any permit, franchise, judgment, decree, statute, order, rule or regulation applicable to the Purchaser or to the Purchaser's business or properties. The Purchaser has obtained all necessary consents, approvals and authorizations of government authorities and other persons or entities required to be obtained in connection with its execution and delivery of this Subscription Agreement and the LLC Agreement and the performance of its obligations hereunder and thereunder.

(D) The Purchaser is acquiring an Interest for investment and for his, her or its own account and not as a nominee or agent for any other person and with no present intention of distributing or reselling such Interest or any part thereof in any transactions that would be in violation of the Securities Act of 1933, as amended (the "*Securities Act*"), or the securities laws of any state or other jurisdiction. The Purchaser is not acquiring the Interest with a view to realizing any benefits under United States federal income tax laws, and no representations have been made to the Purchaser that any such benefits will be available as a result of the Purchaser's acquisition, ownership or disposition of the Interest.

(E) The Purchaser understands that (1) the Interest has not been registered for sale under the Securities Act or the securities laws of any state or other jurisdiction in reliance upon exemptions therefrom, which exemptions depend upon, among other things, the bona fide nature of the investment intent of the Purchaser as expressed herein, (2) the Interest must be held and not sold until such Interest is registered under the Securities Act and any applicable securities laws of any state or other jurisdiction, unless an exemption from such registration is available, (3) the Company is under no obligation to so register the Interest and the Purchaser may be required to hold the Interest indefinitely and (4) if any certificate evidencing such Interest is ever issued, the certificate may be imprinted in

the sole discretion of the Company with a legend describing the foregoing limitations and/or as provided in the LLC Agreement regarding restrictions on the resale of such Interest under the Securities Act.

(F) The Purchaser recognizes that there is not now any public market for the Interests and that such a market is not expected to develop; accordingly, it may not be possible for the Purchaser to liquidate the Purchaser's investment in the Company.

(G) The Purchaser has been furnished with, and has read and reviewed a copy of the Offering Materials, and any supplements thereto and information incorporated therein, including the LLC Agreement substantially in the form to be effective as of the Purchaser's admission as a Member of the Company (collectively, the "*PPM*") and this Subscription Agreement (together with the PPM and the LLC Agreement, the "*Furnished Information*"), and is not relying on any other information. The Purchaser acknowledges that none of the Company, the Managers or any of their Affiliates is rendering or has rendered any advice, including any tax advice, offer or recommendations to invest in the Company and that no oral or written representations have been made to the Purchaser other than those set forth in the *Furnished Information*, and the *Furnished Information* supersedes all other oral or written information furnished to the Purchaser or the Purchaser's advisers in connection with this subscription.

(H) The Purchaser became aware of the offering of Interests and was offered an Interest through private negotiations, and not through any form of general solicitation or general advertising, including, but not limited to, any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media, or broadcast over television, radio or similar communications media, or presented at any seminar or meeting whose attendees were invited by any general solicitation or general advertising.

(I) The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company. The Purchaser has been informed that the offering of Interests is being made pursuant to the exemption from the registration requirements of the Securities Act afforded by Section 4(a)(2) thereof and/or Regulation D thereunder, relating to transactions by an issuer not involving any public offering, and that, consequently, the materials relating to the offering have not been subject to the review and comment of the staff of the U.S. Securities and Exchange Commission (the "SEC") or the U.S. Financial Industry Regulatory Authority ("FINRA"). The Purchaser has had an opportunity to ask questions of and has received satisfactory answers from the Managers and the officers of the Company concerning the Company and the terms and conditions of an investment in an Interest.

(J) The Purchaser is aware of the Company's business affairs and financial condition as provided in the *Furnished Information* and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire an Interest.

(K) The Purchaser acknowledges that the purchase of an Interest involves a high degree of risk and that the Purchaser can afford to suffer a complete loss of his, her or its investment.

(L) If the Purchaser is an entity, it has its principal office at the address set forth on the Member Signature Page attached to this Subscription Agreement under its name, or, if the Purchaser is a person, he or she resides at the address set forth on the Member Signature Page attached to this Subscription Agreement under his or her name.

(M) Except as otherwise disclosed by the Purchaser in writing to the Company, if the Purchaser will beneficially own ten percent (10%) or more of the outstanding voting securities in the Company following the Company's acceptance of this Subscription Agreement, the Purchaser is not an "investment company" as defined in the Investment Company Act of 1940, as amended (the "*Investment Company Act*"), and the Purchaser itself is not relying on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act as an exemption from classification as an investment company. The Purchaser was not, and will not be, formed or "recapitalized" (as defined below) for the specific purpose of acquiring the Interest or to permit the Company to avoid registration under the Investment Company Act; the term "recapitalized" includes new investments made in the Purchaser solely for the purpose of financing its acquisition of the Interest and not made pursuant to a prior financing commitment.

(N) Except as otherwise disclosed by the Purchaser in writing to the Company, the Purchaser is not aware of any 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.

(O) If the Purchaser is a partnership or other entity treated as such for U.S. federal income tax purposes, grantor trust or S corporation (a "*Flow-Through Entity*"):

(a) at no time prior to the final liquidation of the Company will 65% or more of the value of any beneficial owner's direct or indirect interest in the Purchaser be attributable to the Purchaser's interests in the Company;

(b) less than 65% of the value of the Purchaser is attributable to the Purchaser's interests in the Company; and

(c) the beneficial owners of the Purchaser are not investing in the Company through a Flow-Through Entity for the principal purpose of permitting the Company to satisfy the 100-partner limitation set forth in Treasury Regulations Section 1.7704-1(h) (regarding the private placement safe harbor from treatment as a publicly traded partnership);

(P) Employee Benefit Plan Status.

(a) If the Purchaser is an entity, plan, or account, the Purchaser represents and warrants as follows (*please check all boxes that apply and initial such check*):

(1) The Purchaser is, or is acting on behalf of an “employee benefit plan” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”), that is subject to Part 4 of Subtitle B of Title I of ERISA (including a trust under such a plan) (an “*ERISA Plan*”).

_____ Yes _____ No

(2) The Purchaser is, or is acting on behalf of a “plan” described in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the “*Code*”), that is subject to Section 4975 of the Code (including an individual retirement account).

_____ Yes _____ No

(3) The Purchaser is, or is acting on behalf of an entity or account whose underlying assets include the “plan assets” of any of the plans described in (1) or (2) above by reason of a plan’s investment in the entity or account, including but not limited to, a group trust that is exempt from taxation pursuant to Revenue Ruling 81-100, a common or collective trust fund of a bank, any other collective investment fund (including a fund of funds) that holds “plan assets,” an insurance company general account, or an insurance company separate account.

_____ Yes _____ No

If the Purchaser is such an entity or account, the maximum expected percentage of the Purchaser’s Capital Contribution derived from plans described in (1) or (2) above is _____%.

The Purchaser hereby covenants that if, at any time after its initial acquisition of Interests, the percentage of assets that constitute “plan assets” of the above plans exceeds the maximum expected percentage set forth above, the Purchaser shall promptly notify the Company of the revised maximum percentage, and the Company may require the Purchaser to dispose of or transfer all or a portion of its Interests.

(4) The Purchaser is, or is acting on behalf of, a “governmental plan” as defined in Section 3(32) of ERISA, a “foreign plan,” or another plan or retirement arrangement that is not subject to Part 4 of Subtitle B of Title I of ERISA and with respect to which Section 4975 of the Code does not apply or a partnership, limited liability company or other entity or account in which such a governmental plan, foreign plan or other plan or retirement arrangement holds 25% or more of the value of any class of equity interest in such entity or account or that is deemed to hold the assets of such a governmental plan,.

_____ Yes _____ No

(5) The Purchaser is, or is acting on behalf of, a “church plan” as defined in Section 3(33) of ERISA.

_____ Yes _____ No

If the Purchaser is, or is acting on behalf of, a church plan, has an election under Section 410(d) of the Code been made with respect to the plan?

_____ Yes _____ No

(6) The Purchaser is, or is acting on behalf of, a plan established outside of the United States primarily for the benefit of individuals substantially all of whom are neither residents nor citizens of the United States.

_____ Yes _____ No

(7) The Purchaser is, or is acting on behalf of, an entity or account described under 29 C.F.R. § 2510.3-101(h) (such as, for example, a group trust, a bank common or collective trust or certain insurance company separate accounts).

_____ Yes _____ No

(8) Please indicate whether or not the Purchaser is (a) a person or entity who has discretionary authority or control with respect to the assets of the Company, (b) a person or entity who provides investment advice for a fee (direct or indirect) with respect to the assets of the Company, or (c) an “affiliate” (within the meaning of 29 C.F.R. Section 2510.3-101(f)(3)) of a person or entity described in (a) or (b).

_____ Yes _____ No

(9) None of the above apply to the Purchaser.

_____ Yes _____ No

(b) The Purchaser is a collectively bargained plan that is subject to the Labor Management Relations Act of 1947.

_____ Yes _____ No

(Q) Purchaser is not a FOIA Purchaser. The Purchaser agrees that it shall promptly notify the Company if it becomes a FOIA Purchaser at any time subsequent to the date hereof. “**FOIA Purchaser**” shall mean any Purchaser that is (1) an entity that is

directly or indirectly subject to either Section 552(a) of Title 5, United States Code (commonly known as the “Freedom of Information Act”) or any similar federal, state, county or municipal public disclosure law, whether foreign or domestic; (2) an entity that is subject, by regulation, contract or otherwise, to disclose information that is subject to the confidentiality obligations set forth in Section 9.6 of the LLC Agreement (such information, “**LLC Information**”) to a trading exchange or other market where interests in such entity are sold or traded, whether foreign or domestic; (3) a pension fund or retirement system for a government entity, whether foreign or domestic; (4) an entity who, by virtue of such Person’s (or any of its affiliate’s) current or proposed involvement in government office, is required to or will likely be required to disclose LLC Information to a governmental body, agency or committee (including, without limitation, any disclosures required in accordance with the Ethics in Government Act of 1978, as amended, and any rules and regulations of any executive, legislative or judiciary organization), whether foreign or domestic; (5) an agent, nominee, fiduciary, custodian or trustee for any Person described in clauses (1) through (4) above or (6) below where LLC Information provided to or disclosed to such agent, nominee, fiduciary, custodian or trustee could at any time become available to such Person described in clauses (1) through (4) above or (6) below; or (6) a Purchaser that is itself an investment fund or other entity that has any entity described in clauses (1) through (4) above as a partner, member or other beneficial owner where LLC Information provided to or disclosed to such Purchaser could at any time become available to such entity.

(R) If the Purchaser is or is acting on behalf of an employee benefit plan or similar arrangement (including for example a pension plan, a Keogh plan, an individual retirement account or an entity holding the plan assets of any of the foregoing), including a governmental plan or foreign plan, the Purchaser represents and warrants that (i) the acquisition of the Interests and the performance and consummation of the terms and transactions required or contemplated by this Subscription Agreement and by the governing documents of the Company will not violate any trust agreement or other governing document of the Purchaser, or any statute, regulation, order, agreement, investment policy, or other requirement that is applicable to the Purchaser, (ii) the decision to invest in the Interests is being made independently on behalf of the Purchaser by a duly authorized person and is not being made in reliance on any recommendation or investment advice of the Managers or the Company, (iii) the Purchaser is aware of and has taken into consideration (A) the prudence and diversification requirements of Section 404(a) of ERISA or other applicable similar law, if any, and (B) the plan’s need for liquidity, and the investment is consistent with such requirements and the plan’s liquidity needs, and (iv) (assuming that the Company does not hold “plan assets”) the investment in the Company will not constitute a non-exempt “prohibited transaction” within the meaning of Section 406 of ERISA or Section 4975 of the Code.

(S) The Purchaser represents and warrants as follows (***please check one of the two boxes below and initial such check***):

- _____ The Purchaser is a person who has discretionary authority or control with respect to the assets of the Company or a person who provides investment advice for a fee (direct or indirect) with respect to such

assets, or the Purchaser is an “affiliate” of such a person (any of the foregoing, a “**Controlling Person**”). For this purpose, an “affiliate” includes any person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person. “Control” with respect to a person other than an individual means the power to exercise a controlling influence over the management or policies of such person.

_____ The Purchaser is not a Controlling Person as defined immediately above.

(T) The Purchaser represents and warrants as follows (**please check one of the two boxes below and initial such check**):

_____ The Purchaser is a U.S. Person, and has completed, signed and dated an IRS Form W-9, Request for Taxpayer Identification Number and Certification in accordance with the instructions therein and submitted it to the Company with this Subscription Agreement. A “**U.S. Person**” means (i) a citizen or resident of the United States, (ii) a U.S. partnership, (iii) a U.S. corporation, (iv) any estate (other than a non-United States estate, within the meaning of Section 7701(a)(31) of the Code), (v) any trust, if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or (vi) any trust which has elected to be taxed as a trust described in clause (v).

_____ The Purchaser is a Non-U.S. Person, and has completed, signed and dated an IRS Form W-8BEN (as updated for Sections 1471 through 1474 of the Code and accompanying regulations (“**FATCA**”)), which shall include the Purchaser’s “foreign tax identifying number”, and promptly inform the Company of any changes or amendments made or required to be made to such form; the Purchaser agrees to update its IRS Form W-8 within 30 days of no longer being true or correct. The Purchaser agrees and acknowledges that the Company may provide the Purchaser’s IRS Form W-8 to any withholding agent that has control, receipt or custody of the income to which the Purchaser is the beneficial owner or any withholding agent that can disburse or make payments of the income to which the Purchaser is the beneficial owner. The Purchaser consents to the use of any information provided by the Purchaser for purposes of complying with FATCA and/or an intergovernmental agreement to implement FATCA. A “**Non-U.S. Person**” means any of the following: (i) non-resident alien individual, (ii) foreign corporation, (iii) foreign partnership, (iv) foreign trust, (v) foreign estate, or (vi) government other than the government of the United States or of any state, territory or possession of the United States.

_____ The Purchaser is a Non-U.S. Person, and is not acquiring the Interest for the benefit of a US. Person.

(U) The Purchaser hereby represents and warrants to the Managers and the Company that the Purchaser is not a “banking entity” as such term is defined under Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “**Volcker Rule**”) or qualifies for an exclusion, an exemption and or other relief under the Volcker Rule with respect to the ownership of interests in the Company, based on the currently available published regulatory guidance, including the joint notice of final rulemaking issued on December 10, 2013 with respect to the Volcker Rule.

(V) The Purchaser acknowledges that the Company must comply with any anti-money laundering and counter-terrorism financing policy adopted by the Company and/or the Managers. In this regard, if the Purchaser is an entity, does any natural person hold more than 10% of the beneficial interests, directly, indirectly or constructively, of the Purchaser (***please check all boxes that apply and initial such check***)?

_____ Yes _____ No

If Yes, the Purchaser represents and warrants that it will have caused each natural person holding more than 10% of the beneficial interests, directly, indirectly or constructively, of the Purchaser to complete Exhibit B attached hereto, which requests certain information relating to the identity of the beneficial owners of the Purchaser.

(W) In order to comply with applicable U.S. legislation and regulations, including but not limited to the International Anti-Money Laundering and Financial Anti-Terrorism Abatement Act of 2001 (Title III of the USA PATRIOT Act), the Purchaser agrees that all payments by the Purchaser to the Company and all distributions to the Purchaser from the Company will only be made in the Purchaser’s name and to and from (a) a bank account of a bank based or incorporated in or formed under the laws of the United States (ii) a bank that is not a “foreign shell bank” within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the U.S. Department of the Treasury, as such regulations may be amended from time to time, or (iii) a bank that is not organized or chartered under the laws of any foreign country or territory that is designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force.

(X) The amounts contributed by the Purchaser to the Company were not and are not directly or indirectly derived from or related to activities or sources that may contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. The Purchaser is not a Prohibited Person (as defined below), none of its Affiliated Persons is a Prohibited Person, and Purchaser is not acquiring, and does not intend to acquire, any Interest for the direct or indirect benefit of any Prohibited Person. Purchaser acknowledges and agrees that if, at any time, the Company or the Managers determines that Purchaser is or may be a Prohibited Person, or that any Prohibited Person holds or may hold a direct or indirect interest in Purchaser or any Interest held by Purchaser or that Purchaser has otherwise breached its representations and warranties

herein as to identity, the Company or the Managers may (i) prohibit Purchaser from purchasing additional Interests, (ii) decline to make distributions to Purchaser and/or freeze Purchaser's investment, or (iii) cause the Company to terminate all or any portion of Purchaser's Interest. A "**Prohibited Person**" is any person or entity that: (i) acts or has acted in contravention of any statute, rule, regulation, or other legal requirement to which that person is subject relating to the combating of terrorism and/or money laundering; (ii) provides subscription funds that originate from, or are routed through, an account maintained at a "foreign shell bank," or (iii) is or acts on behalf of any person or organization residing or having a place of business in a country or territory subject to sanctions enforced by the United States Treasury Department's Office of Foreign Asset Control ("**OFAC**") or identified as a terrorist, terrorist organization, specially designated national, or blocked person by OFAC or any other instrumentality of the United States Government or recognized international organization.

(Y) If the Purchaser is an entity, Purchaser has exercised due diligence to establish the identity of each person who possesses the power, directly or indirectly, to direct or cause the direction of Purchaser's management and policies, and if Purchaser is a financial intermediary (e.g., a bank, brokerage firm, depository) or is otherwise acting as an agent, representative, or nominee on behalf of one or more underlying investors, Purchaser has exercised due diligence to establish the identity of each of its account holders and underlying investors who is contributing, directly or indirectly, to the Company (each of the foregoing persons being an "**Affiliated Person**"). The Purchaser agrees to provide the Company at any time prior to and during the term of the Company with such information or certification as the Company determines to be reasonably necessary or appropriate to verify compliance with the anti-terrorism and anti-money laundering regulations of any applicable jurisdiction or to respond to requests for information concerning the identity of the Purchaser or any of its Affiliated Persons from any governmental authority, self-regulatory organization or financial institution in connection with the Company's compliance procedures with respect to anti-terrorism and anti-money laundering regulations and to update such information as necessary. Such information may include, but not be limited to, the name, address, telephone number, date of birth, and Social Security or taxpayer identification number of any such individual person, or of the beneficial owners of any entity, if the Purchaser is an entity. Identity may be verified using a current valid passport or other current valid government-issued identification (e.g., a driver's license). The Purchaser acknowledges that the Company intends to maintain records of information used for verification of identity. The Purchaser certifies that (i) the information set forth on the Member Signature Page attached to this Subscription Agreement and (ii) any other information provided to the Company by the Purchaser concerning the identity of the Purchaser is true and correct. In addition, the Purchaser certifies that neither the Purchaser nor any person directly or indirectly controlling or owning any interest in the Purchaser is identified as a specially designated national or blocked person or affiliated with any such person, entity or organization on any list maintained by governmental authorities relating to anti-terrorism or anti-money laundering, including but not limited to lists maintained by OFAC. The Purchaser understands that all information discussed above in this paragraph may be disclosed by the Company to the United States Government.

(Z) No person having a beneficial interest in Purchaser or the Interest purchased hereby is a senior foreign official, an immediate family member of a senior foreign official or a close associate of a senior foreign official. For these purposes, a “**senior foreign official**” means a senior official (whether elected or not) in the executive, legislative, administrative, military, or judicial branches of a government other than the government of the United States or any state, municipality, or other governmental subdivision of the United States (each, a “**foreign jurisdiction**”), a senior official of a major political party in a foreign jurisdiction, or a senior executive of a company owned by the government of a foreign jurisdiction. The term also includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior foreign official. The immediate family of a senior foreign official includes the official’s parents, siblings, spouse, children, parents in law, siblings in law and children in law. A “close associate of a senior foreign official” is anyone who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign official, including anyone who is in a position to conduct substantial financial transactions on behalf of the senior foreign official.

(AA) The Purchaser has never filed for or been involved as a debtor in bankruptcy proceedings and there are no suits pending or judgments outstanding against him, her or it which, in one case or in the aggregate, could impair his, her or its ability to make capital contributions to the Company as and when required under the LLC Agreement.

(BB) The Purchaser shall provide any and all certificates, opinions of counsel, estoppels or any other documents as required and in accordance with the LLC Agreement.

(CC) The Purchaser has completed Exhibit C attached hereto, which requests certain information relating to the type of investor the Purchaser is for U.S. tax planning purposes.

(DD) The Purchaser agrees that, if it owns 20% or more of the Company’s outstanding Interests at any time, it will complete, and cause any of its managers, partners or owners who are a beneficial owner of 20% or more of the Company’s outstanding Interests to complete, a “Covered Person Questionnaire” containing representations as to the bad actor disqualification events (each, a “**Disqualifying Event**”) set forth in Rule 506(d) of Regulation D promulgated under the Securities Act, and such questionnaire shall constitute a representation and warranty of the Purchaser under this Subscription Agreement. The Purchaser will immediately notify the Company in writing if the Purchaser becomes subject to a Disqualifying Event at any date after the Purchaser completes a Covered Person Questionnaire. In the event that the Purchaser becomes subject to a Disqualifying Event at any date after the date that the Purchaser completes a Covered Person Questionnaire, the Purchaser agrees and covenants to use its best efforts to coordinate with the Company (i) to provide documentation as reasonably requested by the Company related to any such Disqualifying Event and (ii) to implement a remedy to address the Purchaser’s changed circumstances such that the changed circumstances will not affect in any way the Company’s or its affiliates’ ongoing and/or future reliance on the exemptions available under Rule 506 of Regulation D promulgated under the Securities Act. The Purchaser acknowledges that, at the discretion of the Company, such remedies may include, without limitation, the waiver of all or a portion of the Purchaser’s voting power in the Company.

(EE) The Purchaser shall advise the Company as soon as possible after the Purchaser becomes aware that any representation or warranty contained herein becomes incorrect or incomplete after the date hereof.

(FF) The Purchaser is not and will not be obligated to pay any finder's fee, broker's fee or commission in connection with the transactions contemplated by this Subscription Agreement or the LLC Agreement.

(GG) If the Purchaser is an individual, the Company and the Managers will obtain "nonpublic personal information" about the Purchaser through this Subscription Agreement and as a result of investments and operation of the Company. Consistent with its privacy policy, attached to this Subscription Agreement as Exhibit D, the Company and the Managers generally do not disclose this information to third parties, other than service providers who must obtain access to that information to permit the Company and the Managers to conduct their affairs (e.g., auditors, accountants and attorneys). Purchaser acknowledges and agrees that in connection with the Manager's services to the Company, Purchaser's personal data may be transferred and/or stored in various jurisdictions in which the Company, the Managers or their affiliates have a presence. Purchaser further understands that the Company and the Managers may disclose information contained in this Subscription Agreement and any other information concerning Purchaser to regulatory bodies or other parties to the extent any of them consider doing so appropriate to establish the availability of exemptions from securities and similar laws or the Company's or the Managers' compliance with applicable laws, including laws related to combating terrorism and money laundering, and when required by judicial or administrative process.

Section 4. Accredited Certification. The Purchaser represents and warrants that he, she or it comes within one or more categories marked below (***please check the box below that applies and initial such check***):

_____ The Purchaser is a natural person (or a 401 (k)/IRA Purchaser directed by and for the benefit of a single natural person) whose individual net worth, or joint net worth with his or her spouse, exceeds \$1,000,000.

In calculating net worth, the Purchaser may include equity in personal property and real estate, cash, short-term investments, stock and securities. Equity in personal property and real estate (other than principal residence) should be based on the fair market value of such property less debt secured by such property. The Purchaser must exclude the value of his or her principal residence. The value of the principal residence should be calculated as the fair market value of the residence, less any debt secured by such residence. To the extent that the amount of debt secured by the primary residence exceeds the fair market value of such residence, this excess amount of debt should be considered a liability for purposes of calculating net worth. If, within the 60-day period ending on the date hereof, the Purchaser has borrowed money using his or her principal residence as security, the Purchaser must exclude the loan proceeds from his or her net worth.

- The Purchaser is a natural person (or a 401 (k)/IRA Purchaser directed by and for the benefit of a single natural person) who had income in excess of \$200,000 in each of the two calendar years immediately preceding the current year, or joint income with his or her spouse in excess of \$300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year.
- The Purchaser is a director or executive officer of the Company.
- The Purchaser holds in good standing one or more of the following certifications, designations and/or credentials (check one or more of the following boxes):
- Licensed General Securities Representative (Series 7)
 - Licensed Investment Adviser Representative (Series 65)
 - Licensed Private Securities Offerings Representative (Series 82)
- The Purchaser is a "knowledgeable employee" as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940, as amended (the "***Investment Company Act***").
- The Purchaser is a bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or a fiduciary capacity.
- An employee benefit plan within the meaning of Title I of ERISA, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons or entities that are accredited investors as described in one or more of the categories set forth in this Section 4.
- The Purchaser is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended (the "***Advisers Act***").
- The Purchaser is a corporation, partnership, limited liability company, Massachusetts or similar business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Code, in each case not formed for

the specific purpose of acquiring an Interest and with total assets in excess of \$5,000,000.

- The Purchaser is any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, which has total assets in excess of \$5,000,000.
- The Purchaser is a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring an Interest, where the purchase is directed by a “sophisticated person” as defined in Rule 506 (b)(2)(ii) promulgated under the Securities Act.
- The Purchaser is a revocable grantor trust and (a) each grantor of the trust has the power to revoke the trust at any time and regain title to the trust assets, (b) the grantors may amend the trust at any time and (c) each grantor is an “accredited investor” (as such term is defined in Rule 501(a) promulgated under the Securities Act) within one or more of the above categories. If relying upon this category alone, the grantor of the Purchaser shall provide such additional representations as may be requested by the Company.
- The Purchaser is an entity (other than a trust), all the equity owners of which are “accredited investors” (as such term is defined in Rule 501(a) promulgated under the Securities Act) within one or more of the above categories. If relying upon this category alone, each equity owner of the Purchaser shall provide such additional representations as may be requested by the Company. Beneficiaries of a trust are not considered equity owners for these purposes.
- The Purchaser is a broker or dealer registered pursuant to Section 15 of the Exchange Act.
- The Purchaser is an investment adviser registered pursuant to Section 203 of the Advisers Act, registered pursuant to the laws of a state, or relying on the exemption from registration under Section 203(l) or (m) of the Advisers Act.
- The Purchaser is an insurance company as defined in Section 2(a)(13) of the Securities Act.
- The Purchaser is an investment company registered under the Investment Company Act or a business development company as defined in Section 2(a)(48) of the Investment Company Act.
- The Purchaser is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or 301(d) of the Small Business Investment Act of 1958.

- _____ The Purchaser is a Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act.
- _____ The Purchaser is a “family office,” as defined in rule 202(a)(11)(G)-1 under the Advisers Act with assets under management in excess of \$5,000,000 that is not formed for the specific purpose of acquiring an Interest and whose prospective investment in the Company is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of an Interest in the Company.
- _____ The Purchaser is a "family client" as defined in Rule 202(a)(11)(G)-1 under the Advisers Act of a “family office” whose prospective investment in the Company is directed by such “family office” pursuant to the preceding paragraph.
- _____ The Purchaser is not described in any of the categories above, but is not a U.S. Person.
- _____ The Purchaser is an entity (other than a trust), of a type not described in the categories above set forth above, not formed for the specific purpose of acquiring the Interest and owning Investments (as defined in Rule2a51-1 under the Investment Company Act) in excess of \$5,000,000.

The Purchaser agrees to provide the Company with such additional information as the Company may reasonably request in order to support the above representation of “accredited investor” status. Any information provided by the Purchaser in response to a request pursuant to this Section shall constitute a representation and warranty of the Purchaser under this Subscription Agreement.

Section 5. Miscellaneous.

5.1 Indemnification of the Company. The Purchaser agrees to indemnify and hold harmless each of the Company, its promoters, the Managers and their respective managers, employees, agents and Affiliates and each other person, if any, who controls any thereof within the meaning of Section 15 of the Securities Act or Section 20(a) of the Securities Exchange Act of 1934, as amended, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser herein.

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

5.3 Notices. All written notices and demands of any kind which may be required or should be desired in connection with this Subscription Agreement shall be served in person, by

facsimile or e-mail, in which case the effective date of such notice shall be the date of such personal service or transmission of such facsimile or e-mail, or by registered or certified mail with return receipt requested. Any such notice or demand so served by registered or certified mail shall be deposited in the United States mail with postage thereon fully prepaid and addressed to the appropriate party so to be served at the address set forth below. Service of any such notice or demand so made by mail shall be deemed complete and effective forty-eight (48) hours after the mailing thereof as shown by the addressee's registry or certification receipt. Any addresses for the delivery of such notices and demands set forth herein may be changed from time to time by giving written notice to the other parties in the manner set forth in this Section 5.3. The addresses for the parties are as follows:

If to the Company, to:

OIP SPV SCEYE, LLC
31 Hudson Yards, 11th floor, Suite 51
New York, New York 10001
Attention: Marieé L. Walton, Chief Administrative Officer
Email: notices@obsidianip.com

If to the Purchaser, to the address shown on the Member Signature Page attached to this Subscription Agreement, or to such other address as the Purchaser may have furnished from time to time to the Company in writing in accordance with the provisions of this Section 5.3.

5.4 Counterparts. This Subscription Agreement may be executed through the use of separate signature pages or in any number of counterparts (and by facsimile or electronic signature), and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

5.5 Binding Effect. Except as otherwise provided herein, this Subscription Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and assigns. If the Purchaser is more than one person, the obligation of the Purchaser shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his, her or its heirs, executors, administrators, successors, legal representatives and assigns. In the event there arises any conflict between the terms and conditions of this Subscription Agreement and the LLC Agreement, the terms and conditions in the LLC Agreement shall control.

5.6 Entire Agreement. This Subscription Agreement and the documents referenced herein contain the entire agreement of the parties and there are no representations, covenants or other agreements except as stated or referred to herein or therein.

5.7 Assignability. This Subscription Agreement is not transferable or assignable by the Purchaser.

5.8 Applicable Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of law principles thereof.

5.9 Jurisdiction. The Purchaser and the Company each hereby submit to the exclusive jurisdiction of any state or federal court located in the State of New York with respect to any action or legal proceeding commenced by either of them with respect to this Subscription Agreement. Each of them irrevocably waives any objection they now have or hereafter may have respecting the venue of any such action or proceeding brought in such court or respecting the fact that such court is an inconvenient forum and consents to the service of process in any such action or proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth above or below or at such other address as either of them shall furnish in writing to the other.

5.10 WAIVER OF TRIAL BY JURY. THE PURCHASER AND THE COMPANY EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT, FRAUD OR OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT.

5.11 Pronouns. The use herein of the masculine pronouns “he,” “him” or “his” or similar terms shall be deemed to include the feminine and neuter genders as well and the use herein of the singular pronoun shall be deemed to include the plural as well.

5.12 Survival. The respective indemnities, representations, warranties and agreements of the Managers, the Company and the Purchaser contained in this Subscription Agreement or made by or on behalf of them, respectively, pursuant to this Subscription Agreement, shall survive the delivery of an Interest and shall remain in full force and effect regardless of any investigation made by or on behalf of any of them or any person controlling any of them.

[Signature Pages Follow]

**OIP SPV SCEYE, LLC
MEMBER SIGNATURE PAGE**

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the _____ day of _____, 20____, and hereby confirm(s) (i) the Purchaser is an accredited investor (as such term is defined in Rule 501(a) under the Securities Act), and (ii) the appointment of the Managers to act as the attorney-in-fact of the Purchaser to attach a copy of this signature page to the Second Amended and Restated Limited Liability Company Agreement of OIP SPV SCEYE, LLC. This signature page constitutes a signature page to the Second Amended and Restated Limited Liability Company Agreement of OIP SPV SCEYE, LLC and confirms the Purchaser's agreement to be bound by such agreement.

Capital Contribution: \$_____

Date: _____

Name of Purchaser (Please Print)

Name of Co-Purchaser, if applicable (Please Print)

Signature of Purchaser

Signature of Co-Purchaser, if applicable

Name and Title of Authorized Signatory
(Please Print)

Name and Title of Authorized Signatory
(Please Print)

Address of Principal Office of Business or
Residence:

Address of Principal Office of Business or
Residence:

Attn: _____

Attn: _____

Telephone number: _____

Telephone number: _____

Facsimile number: _____

Facsimile number: _____

E-mail address: _____

E-mail address: _____

SSN/Tax I.D. Number: _____

SSN/Tax I.D. Number: _____

Date of Birth: _____

Date of Birth: _____

Please indicate the form of ownership of the Interest:

____ Individual

____ Tenants in Common (All parties must sign)

____ Individual Retirement Account
(Custodian of the Account must sign)

____ Corporation (Include corporate resolution authorizing signature)

____ Joint Tenants with Right of Survivorship (Both parties must sign)

____ Partnership (Include copy of partnership agreement or other authorization)

____ Community Property (One signature required if interest held in one name, i.e., managing spouse; two signatures required if interest held in both names)

____ Trust (Trustee must sign, indicate name of trust, name of trustee and date trust was formed and include copy of trust agreement or other authorization)

____ Limited Liability Company (Include copy of operating agreement or other authorization)

____ Other Entity (Include copy of organizational documents or other authorization)

Describe (e.g., governmental pension plan):

Wire Instructions:

Bank name: _____

Bank address: _____

ABA number: _____

Account name: _____

Account number: _____

Attention: _____

Authorized Signatories:

The Purchaser, if an entity, represents that the following is a complete list of the individuals, who are authorized to act on behalf of, and bind, the Purchaser (each such individual, an “*Authorized Signatory*”) in connection with any and all communications and transactions between the Company (or its representatives), the Managers, and the Purchaser. **The Purchaser must also provide additional written evidence sufficient to establish the authority of each of the Authorized Signatories listed below.** The Purchaser acknowledges that the Company and the Managers may rely on instructions received from, and representations made by, each Authorized Signatory. The following list may be amended by written notice, signed by an Authorized Signatory and delivered to the Company, at the address provided herein.

<u>Name</u>	<u>Specimen Signature</u>	<u>Email</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Note: In addition to providing specimen signatures as requested above, the Purchaser is required to furnish additional written evidence acceptable to the Company (which may take the form of an incumbency certificate, written resolutions, a power of attorney, or other similar proof) of each Authorized Signatory’s authority to act on behalf of, and bind, the Purchaser. Such evidence must be sufficient to enable the Company to establish the chain of authority of each Person that signs on behalf of the underlying beneficial owner of the Interest(s) subscribed for pursuant to this Subscription Agreement (and each Person that signs on behalf of any such Person).

To be completed by the Company:

Accepted this _____ day of _____, 20____

OIP SPV SCEYE, LLC

By: _____
Name: Michael Lythcott
Title: Manager

EXHIBIT A

Electronic Schedule K-1 Consent Form

IMPORTANT – PLEASE READ BELOW AND SIGN THE SIGNATURE PAGE THAT FOLLOWS AND RETURN IT VIA ELECTRONIC MAIL IN A SCANNED .PDF FILE TO RECEIVE YOUR SCHEDULE K-1 ELECTRONICALLY:

In February 2012, the IRS issued Rev. Proc. 2012-17 that provides the requirements for furnishing Schedule K-1 in electronic format. In order for you to receive your Schedule K-1 electronically:

1. Please SIGN the signature page that follows.
2. Scope and duration of consent: Your consent applies to each Schedule K-1 required to be furnished after the consent is given.
3. Notice of termination: The Company will cease furnishing statements electronically to the undersigned upon the undersigned's withdrawal from the Company.
4. Updating information: Please immediately contact the Company at notices@Obsidianip.com if there is any change in your contact information immediately. We will inform you of any change in our contact information.
5. Hardware and software requirements: You must have access to a computer, printer and internet access to download and print your K-1. You will need Adobe Reader to access the Schedule K-1. If you do not have Adobe Reader installed on your computer, you can download it for free at <http://get.adobe.com/reader/>. The Schedule K-1 may be required to be printed and attached to a Federal, State, or local income tax return.

* * * * *

IN WITNESS WHEREOF, the undersigned hereby consents to receive its Schedule K-1 electronically as of _____, 20__.

FOR COMPLETION BY SUBSCRIBERS WHO ARE NATURAL PERSONS:

(i.e., individuals)

Subscriber's Name: _____

Subscriber's Signature: _____

FOR COMPLETION BY SUBSCRIBERS WHO ARE NOT NATURAL PERSONS:

(i.e., corporations, partnerships, limited liability companies, trusts or other entities)

Subscriber's Name: _____

By: _____

Name: _____

Title: _____

EXHIBIT B

Information relating to Identity of 10% Beneficial Owners

To be completed by each natural person holding more than 10% of the beneficial interests of the Purchaser, directly or indirectly (each, a "Beneficial Owner").

The undersigned Beneficial Owner agrees to provide the Company at any time prior to and during the term of the Company with such information or certification as the Company determines to be reasonably necessary or appropriate to verify compliance with the anti-terrorism and anti-money laundering regulations of any applicable jurisdiction or to respond to requests for information concerning the identity of the Beneficial Owner from any governmental authority, self-regulatory organization or financial institution in connection with the Company's compliance procedures with respect to anti-terrorism and anti-money laundering regulations and to update such information as necessary. Such information may include, but not be limited to, name, address, telephone number, date of birth, and Social Security or taxpayer identification number. Identity may be verified using a current valid passport or other current valid government-issued identification (e.g., a driver's license). The Beneficial Owner acknowledges that the Company intends to maintain records of information used for verification of identity. The Beneficial Owner certifies that (i) the information set forth below and (ii) any other information provided to the Company by the Beneficial Owner concerning the identity of the Purchaser or the Beneficial Owner is true and correct.

Name of Beneficial Owner (Please Print)

Signature of Beneficial Owner

Address: _____

SSN/Tax I.D. Number:

Date of Birth (individuals only):

Date: _____

EXHIBIT C

Certain Additional Tax Information

Please indicate whether the Purchaser is, or is acting (directly or indirectly) on behalf of (**check all that apply**):

- (1) A U.S. citizen.
- (2) A U.S. resident.
- (3) A qualified pension, profit sharing or stock bonus plan, as defined in Section 401(a) of the Code, exempt from taxation under Section 501(a) of the Code.
- (4) A trust formed to pay supplemental unemployment compensation, as defined in Section 501(c)(17) of the Code.
- (5) A private foundation, as defined in Section 509(a) of the Code.
- (6) An organization described in Section 501(c)(3) of the Code.
- (7) An individual but not a U.S. citizen or a U.S. resident.
- (8) A governmental plan described in Section 414(d) of the Code.
- (9) An eligible deferred compensation plan under Section 457(b) of the Code.
- (10) A portion of a trust permanently set aside or to be used exclusively for the purposes described in Section 642(c) of the Code or a corresponding provision of a prior tax law.
- (11) A U.S. corporation, limited liability company, partnership or trust.
- (12) A non-U.S. corporation, limited liability company, partnership or trust.
- (13) The government of the United States, the government of any state or political subdivision thereof, any agency or instrumentality of any of the foregoing, or any other exempt organization described in Section 818(a)(6)(B) of the Code, but only to the extent such entity is investing in the Company in order to satisfy its obligation under a governmental plan or an eligible deferred compensation plan.
- (14) An individual retirement account that is exempt from taxation under Section 408(e) of the Code.
- (15) A qualified foreign pension fund, as defined in Section 897(l)(2) of the Code.
- (16) Other. Describe: _____

Please fill out the following information, as applicable:

1. Country of Citizenship of Purchaser (individual or retirement plan):

2. Jurisdiction and date of organization (if entity) _____.

EXHIBIT D

Privacy Policy

Our Commitment to Your Privacy: We are sensitive to the privacy concerns of our investors. We have a policy of protecting the confidentiality and security of information we collect about you. We are providing you this notice to help you better understand why and how we collect certain personal information, the care with which we treat that information, and how we use that information.

Sources of Non-Public Information: In connection with forming and operating special purpose vehicles (“*SPVs*”) for our investors, we collect and maintain non-public personal information from the following sources:

- Information we receive from you in conversations over the telephone, in voicemails, through written correspondence, via email and other electronic communications, or on subscription agreements, investor questionnaires, applications or other forms (including, any anti-money laundering, identification and verification documents),
- Information about your transactions with us or others, and
- Information captured on our website, data room and/or investor reporting portal (as applicable), including registration information, information provided through online forms and any information captured via “cookies.”

Disclosure of Information: We do not disclose any non-public personal information about you to anyone, except as permitted by law or regulation and to affiliates and service providers, including but not limited to administrators, lenders, banks, auditors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations, consultants and placement agents.

Former Investors: We maintain non-public personal information of our former investors and apply the same policies that apply to current investors.

Information Security: We consider the protection of sensitive information to be a sound business practice, and to that end we employ physical, electronic and procedural safeguards, which seek to protect your non-public personal information in our possession or under our control.

Further Information: We reserve the right to change our privacy policies and this Privacy Policy at any time. The examples contained within this notice are illustrations only and are not intended to be exclusive. This notice is intended to comply with the privacy provisions of applicable U.S. federal law and certain privacy provisions of other laws. You may have additional rights under other foreign or domestic laws that may apply to you, including as set forth in our additional Privacy Policy.

PRIVACY POLICY SUPPLEMENT FOR CALIFORNIA RESIDENTS

This notice supplements the Privacy Policy set forth above with respect to specific rights granted under the California Consumer Privacy Act of 2018 (the “CCPA”) to natural person California residents and provides information regarding how such California residents can exercise their rights under the CCPA. This supplement is only relevant to you if you are a resident of California as determined in accordance with the CCPA. Information required to be disclosed to California residents under the CCPA regarding the collection of their personal information that is not set forth in this CCPA supplement is otherwise set forth above in the Privacy Policy. To the extent there is any conflict with the privacy requirements under the Gramm-Leach-Bliley Act and/or Regulation S-P (“GLB Rights”), GLB Rights shall apply.

Categories of Personal Information We Collect: We have collected some or all of the following categories of personal information from individuals within the last twelve (12) months:

- Identifiers, such as name, contact details and address (including physical address, email address and Internet Protocol address), and other identification (including social security number, passport number and drivers’ license or state identification card number);
- Other customer records, such as telephone number, signature, bank account number, other financial information (including accounts and transactions with other institutions and anti-money laundering information), and verification documentation and information regarding investors’ status under various laws and regulations (including social security number, tax status, income and assets);
- Protected classification characteristics under California or federal law, such as date of birth, citizenship and birthplace;
- Commercial information, such as account data and other information contained in any document provided by investors to authorized service providers (whether directly or indirectly), risk tolerance, transaction history, investment experience and investment activity, information regarding a potential and/or actual investment in the applicable SPV(s), including ownership percentage, capital investment, income and losses, source of funds used to make the investment in the applicable SPV(s); and
- Internet or other electronic network activity information, such as information regarding your use of our website, data room and investor reporting portal (e.g., cookies, browsing history and/or search history), as well as information you provide to us when you correspond with us in relation to inquiries.

Within the last twelve (12) months, we have shared each of the categories of personal information collected with affiliates and third-party service providers as set forth in “*Disclosure of Information*” in the Privacy Policy above, and we collect personal information from the sources set forth in “*Sources of Non-Public Information*” in the Privacy Policy above.

Purposes for Collecting Personal Information: We may collect or share the personal information we collect about you for one or more of the following business or commercial purposes:

performing services to you, including but not limited to:

- the administrative processes (and related communication) in preparing for the admission of investors to the SPV(s);
- ongoing communication with potential investors, their representatives, advisors and agents (including the negotiation, preparation and signature of documentation) during the process of admitting potential investors to the Company;
- the performance of obligations under the governing documents of the SPVs (and all applicable anti-money laundering, KYC and other related laws and regulations) in assessing suitability of potential investors in the applicable SPV;
- ongoing operations, administrative, accounting, reporting, account maintenance and other processes and communication required to operate the business of the SPVs in accordance with its governing documents and other documentation between the parties, including customer service, processing or fulfilling transactions, verifying personal information, processing contributions and distributions and financing;
- keeping investors informed about the business of the Managers or managing member of the applicable SPV and its affiliates generally;
- auditing and verifications related to investor interactions, including but not limited to, verifying the quality and effectiveness of services and compliance;
- detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity; and
- complying with U.S., state, local and non-U.S. laws, rules and regulations.

We do not sell any of the personal information we collect about you to third parties.

Deletion Rights: You have the right to request that we delete any of your personal information that we retain, subject to certain exceptions, including, but not limited to, our compliance with U.S., state, local and non-U.S. laws, rules and regulations.

Disclosure and Access Rights: You have the right to request that we disclose to you certain information regarding our collection, use, disclosure and sale of personal information specific to you over the last twelve (12) months. Such information includes:

- The categories of personal information we collected about you;
- The categories of sources from which the personal information is collected;
- Our business or commercial purpose for collecting such personal information;
- Categories of third parties with whom we share the personal information;
- The specific pieces of personal information we have collected about you; and
- Whether we disclosed your personal information to a third party, and if so, the categories of personal information that each recipient obtained.

No Discrimination: We will not discriminate against you for exercising your rights under the CCPA, including by denying service, suggesting that you will receive, or charging, different rates for services or suggesting that you will receive, or providing, a different level or quality of service to you.

How to Exercise Your Rights: To exercise any of your rights under the CCPA, or to access this notice in an alternative format, please submit a request using any of the methods set forth below.

- Call us using the following number: 212-466-6770
- Email us at the following email address: privacy@obsidianip.com

We will contact you to confirm receipt of your request under the CCPA and request any additional information necessary to verify your request. We verify requests by matching information provided in connection with your request to information contained in our records. You may designate an authorized agent to make a request under the CCPA on your behalf, provided that you provide a signed agreement verifying such authorized agent's authority to make requests on your behalf, and we may verify such authorized person's identity using the procedures above.

Our goal is to respond to any verifiable consumer request within forty-five (45) days of our receipt of such request. We will inform you in writing if we cannot meet that timeline. Please contact Diane Artal at Diane@obsidianip.com with any questions about this Privacy Policy.

