

SUBSCRIPTION AGREEMENT

CAPSTONE FUND V, LLC

Enclosed herewith are the documents necessary to subscribe for units of membership interest (the "Units") of Capstone Fund V, LLC, an Arizona limited liability company (the "Company"). Set forth herein are instructions for the execution of the enclosed documents.

THE UNITS OF THE COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR NATION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. SUCH UNITS ARE BEING OFFERED AND SOLD UNDER AN EXEMPTION PROVIDED BY SECTION 4(2) OF THE SECURITIES ACT AND/OR PURSUANT TO REGULATION D PROMULGATED UNDER THE SECURITIES ACT TO "ACCREDITED INVESTORS," AS SUCH TERM IS DEFINED IN REGULATION D OR PURSUANT TO REGULATION S PROMULGATED UNDER THE SECURITIES ACT OUTSIDE OF THE UNITED STATES TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED IN RULE 902(K) OF REGULATION S).

A PURCHASER OF ANY UNITS SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE TRANSFER OF THE UNITS IS RESTRICTED BY THE LIMITED LIABILITY COMPANY AGREEMENT OF CAPSTONE FUND, IV LLC, AND, FURTHERMORE, THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND THEREFORE CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE COMPANY HAS NO OBLIGATION TO REGISTER THE UNITS UNDER THE SECURITIES ACT.

THE UNITS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE OR NATION AND ANY TRANSFER OF THE UNITS MUST COMPLY WITH ANY APPLICABLE STATE SECURITIES LAWS.

THE COMPANY'S OPERATING AGREEMENT PROVIDES FOR FURTHER RESTRICTIONS ON TRANSFER OF THE UNITS.

**CAPSTONE FUND IV, LLC
SUBSCRIPTION AGREEMENT**

December 6th, 2016

This Agreement is by and between Capstone Fund V, LLC, an Arizona limited liability company (the “Company”), and the purchaser signatory hereto (the “Subscriber”), who is hereby subscribing for units of membership interest in the Company (the “Units”), as defined under the Company’s Operating Agreement, dated December 6th, 2016 (the “Operating Agreement”), in connection with a limited private offering of Units to select persons.

The Subscriber understands that the offering is being made without registration of the Units under the Securities Act of 1933, as amended (the “Securities Act”), or the securities laws of any state or nation, and is being made under an exemption provided by Section 4(2) of the Securities Act and/or pursuant to Regulation D promulgated under the Securities Act to “accredited investors” (as defined in Rule 501 of Regulation D) or pursuant to Regulation S promulgated under the Securities Act (“Regulation S”) outside of the United States to persons who are not U.S. persons (as defined in Rule 902(k) of Regulation S).

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Subscription; Payment. The Subscriber hereby subscribes for and offers to purchase the number of Units or percentage interest in the Company set forth on the signature page hereto, on the terms and conditions described herein. The parties hereto acknowledge and agree that the purchase price (the “Purchase Price”) for the Units is equal to the fair market value of such services. The Subscriber hereby irrevocably tenders to the Company this Agreement and agrees to provide the services for the Purchase Price. The Subscriber acknowledges that the Units will be subject to various restrictions on transfer, including restrictions under the Securities Act.
2. Acceptance of Subscription. The Company shall have the right, exercisable in its sole and absolute discretion (i) to accept or reject the subscription in whole or in part for any reason, (ii) to allot to any prospective investor less than the number of Units such investor has offered to purchase and (iii) to accept subscriptions in any order. If the subscription is accepted, in whole or in part, the Company will return an executed counterpart of this Agreement to the Subscriber.
3. Closing. The closing of the sale of Units to the Subscriber shall be deemed to occur on the date this Agreement has been countersigned by the Company.
4. Representations and Warranties. The Subscriber hereby represents and warrants to the Company as of the date hereof and as of any closing date as follows.
 - (a) Accredited Investor. The Subscriber is an “accredited investor” as defined in Rule 501 of Regulation D promulgated under the Securities Act. The Subscriber agrees to furnish any additional information requested to assure compliance with applicable federal and state

securities laws in connection with the purchase and sale of the Units. The Subscriber acknowledges that he or she has completed the Accredited Investor Representation Letter contained in Appendix A hereto and that the information contained therein is complete and accurate as of the date thereof and is hereby affirmed as of the date hereof.

- (b) Start-up Risk. The Subscriber acknowledges and understands that (i) the Company has only recently been organized, has no financial or operating history, (ii) no assurance can be given that the Company will be able to successfully commercialize any services or products thereby resulting in any revenue or profits, (iii) investment in the Company involves a high degree of risk and should not be made unless the Subscriber is prepared to, and can afford to, lose Subscriber's entire investment, and (iv) the other risk factors set forth in the private placement memorandum are also significant risks relating to an investment in the Units.
- (c) Business Judgment. The Subscriber, either alone or together with his or her investment representatives, (i) has sufficient knowledge, sophistication and experience in business and finance to capably evaluate information concerning an investment in the Company, (ii) has had an opportunity to ask detailed questions and receive satisfactory answers from representatives of the Company, (iii) has received a copy of the Company's Operating Agreement and has had adequate opportunity to request and review any and all documents and other information relevant to Subscriber's consideration of investment in the Company, (iv) has otherwise obtained sufficient information from the Company to evaluate the merits and risks of an investment in the Company; (v) has independently considered and discussed such prospective investment with the Subscriber's business, legal, tax and financial advisers as to the suitability of such investment with respect to the Subscriber's particular financial situation, and (vi) on the basis of the foregoing, and without relying on any representation or warranty by the Company or any agent of the Company other than as expressly set forth in this Agreement, has determined that investment in the Units is a suitable investment. **Although the Subscriber may have received documents, electronic transmissions or information in other media (collectively, "Information") from the Company or its agents, the Subscriber is not relying upon any of such Information, except to the extent such Information is expressly set forth in this Agreement, rather the Subscriber is relying exclusively on the representations of the Company set forth in this Agreement, and the Subscriber's own investigation in determining to invest in the Units.**
- (d) Dilution and Debt. The Subscriber acknowledges that (i) the Company may make additional offerings of equity securities in the future which may cause Subscriber and other members of the Company to experience dilution of their respective percentage ownership of the Company, and any such securities subsequently offered may have rights, preferences or privileges senior to those of the holders of the Units, (ii) the Company may determine to incur indebtedness to finance its operations, which could restrict the Company's operations and (iii) there can be no assurance that additional equity or debt financing will not be required, and if so required, that it will be available on terms favorable to the Company, if at all.

- (e) No Registration. The Subscriber understands that the Units have not been registered under the Securities Act or under any state securities laws or the securities laws of any other nation and that this offering is being made in reliance on one or more exemptions for private offerings under Section 4(2) of the Securities Act and applicable state securities laws, and the Subscriber further understands that he or she is purchasing an interest in the Company without being furnished any offering literature or prospectus, and further acknowledges that the Units have not been approved or disapproved by the United States Securities and Exchange Commission or any other federal or state regulatory agency, nor has any such agency passed on the merits of an investment in the Company.
- (f) Restricted Securities. The Subscriber understands that, unless and until the Units are registered, there are substantial restrictions on the transferability of the Units; that the Subscriber must bear the economic risk of an investment in the Units, in each case for an indefinite period of time, because the Units have not been registered under the Securities Act or under the securities laws of certain states and, therefore, cannot be sold, transferred, assigned, hypothecated, pledged, or otherwise disposed of unless they are registered under the Securities Act and under the applicable securities laws of such states, or an exemption from such registration is available; and Subscriber further understands he or she has no right to require that the Units be registered under the Securities Act and that the Company has no obligation or intention to register any of the Units, or to take action so as to permit sales pursuant to the Securities Act (including Rule 144 thereunder).
- (g) No Public Market. The Subscriber understands that there is no public market for the Units and such a public market may never develop.
- (h) No Resale. The Units for which the Subscriber hereby subscribes are being acquired solely for his or her own beneficial account (or a trust account if he or she is a trustee or for the joint account of Subscriber and his or her spouse) and for investment only; the Units are not being purchased with a view to or for the resale, distribution, subdivision or fractionalization thereof and the Subscriber has no plans to enter into any contract, undertaking, agreement or arrangement for any such purpose.
- (i) Transfer Restrictions. The Subscriber understands that any certificate representing Units will bear a restrictive legend prohibiting transfers thereof except in compliance with the Securities Act, applicable state securities laws and the Company's Operating Agreement, and will not be transferred of record except in compliance therewith; and the Company and any transfer agent for the Units shall not be required to give effect to any purported transfer of such Units except upon compliance with the foregoing restrictions.
- (j) No Solicitation. The Subscriber acknowledges that neither the Company nor any other person offered to sell the Units to it by means of any form of general advertising, such as media advertising or seminars.
- (k) Reliance and Survival. The Subscriber understands that the Units have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the Subscriber and of the other representations made by the Subscriber in this Agreement. The representations,

warranties, agreements, undertakings, and acknowledgments made by the Subscriber in this Agreement are made with the intent that they be relied upon by the Company, and shall survive (i) the acceptance of the subscription by the Company, (ii) changes in the transaction described herein which are not material or which are to the benefit of the Subscriber, and (iii) the death or disability of the Subscriber. In addition, the Subscriber undertakes to immediately notify the Company of any change in any representation, warranty, or other information relating to the Subscriber set forth herein.

(l) No Purchaser Representative. The Subscriber has not used any person as a “Purchaser Representative” within the meaning of Regulation D under the Securities Act to represent it in determining whether it should purchase the Units.

(m) Capacity, Good Standing and No Conflict. If the Subscriber is a corporation, partnership, limited liability company, trust or estate, then (i) the person executing this Agreement on behalf of the Subscriber has reached the age of 21, has been duly authorized and is duly qualified to execute and deliver this Agreement and all other instruments executed and delivered on behalf of such entity, (ii) the Subscriber is duly organized, validly existing, and in good standing in its jurisdiction of organization under the laws of such jurisdiction, (iii) Subscriber has all the requisite power and authority to invest in the Units as provided herein; and (iv) an investment in the Units does not result in any violation of, or conflict with any term of, the charter, bylaws, partnership agreement, trust instrument or other governing document of the Subscriber or any other instrument to which it is bound or any law or regulation applicable to it.

(n) Blue Sky.

(i) General. The address set forth in this Agreement is the Subscriber’s true and correct residence and jurisdiction, and the Subscriber has no present intention of becoming a resident of any other jurisdiction; all offers or solicitations of interest about the Company were made to the Subscriber at that address or elsewhere within such jurisdiction; no offers or solicitations were made to the Subscriber in any jurisdiction other than such jurisdiction; and the Subscriber executed this Agreement within such jurisdiction.

(o) Regulation S. If the Subscriber is not a “U.S. Person” as defined in Regulation S Rule 902(k), then:

(i) neither the Subscriber, the Subscriber’s affiliates nor any persons acting on the Subscriber’s behalf has engaged or will engage in any directed selling efforts (as such term is defined in Regulation S) in the United States or to U.S. persons with respect to the Units and the Subscriber has complied with and will comply with the offering restrictions requirement of Regulation S for as long as such requirement is applicable;

(ii) the Subscriber agrees that if it should resell or transfer the Units it will do so only (A) outside the United States in compliance with Rule 904 under the Securities Act, (B) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or other applicable exemption under the Securities Act and state securities laws; (C) in a transaction that does not require registration under the Securities Act or any

applicable state laws, or (D) pursuant to a registration statement that has been declared effective under the Securities Act; and

(iii) the purchase hereunder is being made by the Subscriber as principal for the Subscriber's own account (unless otherwise specified on the signature page hereof) and not for the benefit of any U.S. Person (as defined in Rule 902(k) of Regulation S); if the Subscriber is acquiring the Units for the account of any other persons, each such other person is not a U.S. Person (as defined in Rule 902(k) of Regulation S); at the time the Units were offered and this Agreement was entered into by the Subscriber, each of the Subscriber and any person for whose account the Subscriber is acquiring the Units was physically outside of the United States; none of the Subscriber, any person for whose account the Units may be acquired, nor any person acting on behalf of any of them has engaged or will engage in any directed selling efforts (as defined in Regulation S) in the United States.

(p) Bring-down. Subscriber understands that, unless he or she notifies the Company in writing to the contrary at or before the closing, all the Subscriber's representations and warranties contained in this Agreement will be deemed to have been reaffirmed and confirmed as of the respective closing.

5. Indemnification. The Subscriber acknowledges that he or she understands the meaning and legal consequences of the representations and warranties contained herein, and the Subscriber hereby agrees to indemnify and hold harmless the Company and each of its managers, members, employees, registered representatives, agents or control persons against any and all losses, damages and expenses whatsoever (including, but not limited to, any and all expenses (including attorney's fees) 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 Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any other document furnished by the Subscriber to any of the forgoing in connection with this transaction.

6. Operating Agreement. As a condition to any subscription for Units the Subscriber must execute and deliver the Operating Agreement and assume all rights and responsibilities set forth therein. Subscriber's ownership interest in the Company shall be governed solely in accordance with such Operating Agreement, the Company's Articles of Organization and the Arizona Limited Liability Company Act as amended from time to time.

7. Transferability. The Subscriber agrees not to transfer or assign this Agreement or any of his or her interest herein. The Subscriber further agrees not to transfer any Units except in accordance with this Agreement, the Company's Operating Agreement and all applicable laws.

8. Miscellaneous.

(a) All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by first class mail or similar delivery service to the Subscriber at his or her address set forth below and to the Company at the address set forth below.

(b) The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

- (c) The provisions of this Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.
- (d) All the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Arizona without giving effect to principles of conflicts of law.
- (e) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.
- (f) Whenever required by the context hereof, the singular shall include the plural, and vice-versa; the masculine shall include the feminine and neuter genders, and vice-versa.
- (g) If the Subscriber consists of one or more persons or entities, the obligations hereunder shall be joint and several.
- (h) This Agreement shall be severable and the invalidity or illegality of any portion hereof shall not affect the validity or legality of the remainder hereof.
- (i) This Agreement may be executed through the use of one or more fax counterparts, each of which together shall constitute one and the same original instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Subscriber has executed this Agreement as of the date set forth below.

No. of Units: _____

Name of Subscriber

Social Security Number of Subscriber

Signature of Subscriber

Address:

Date: _____

Subscription Accepted and Agreed
this _____ day of _____, 20__.

CAPSTONE FUND V, LLC

By: _____

Name:

Title:

Address:

APPENDIX A
CONFIDENTIAL OFFEREE QUESTIONNAIRE

CAPSTONE FUND V, LLC
(an Arizona limited liability company)

THIS QUESTIONNAIRE IS TO BE COMPLETED AND DELIVERED TO CAPSTONE FUND IV, LLC (THE “COMPANY”) PRIOR TO THE ACCEPTANCE OF A SUBSCRIPTION FOR UNITS OF MEMBERSHIP INTEREST PURSUANT TO THE SUBSCRIPTION AGREEMENT BETWEEN YOU AND THE COMPANY. THIS MATERIAL DOES NOT CONSTITUTE AN OFFER TO SELL NOR IS IT A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES. THE OFFERING WILL BE MADE SOLELY PURSUANT TO THE TERMS AND CONDITIONS OF THE SUBSCRIPTION AGREEMENT, WHICH CONTAINS AND REFERS TO MATERIAL INFORMATION REQUIRED TO BE REVIEWED IN CONNECTION WITH ANY INVESTMENT DECISIONS.

INSTRUCTIONS:

This questionnaire is being given to each person (hereinafter, the “Subscriber”) who has expressed an interest in the purchase of units of membership interest in the Company. The purpose of this Questionnaire is to determine whether you are an accredited investor as defined in Rule 501 promulgated under the Securities Act of 1933, as amended (the “Act”), and whether such an investment is suitable for you, since the shares of common stock of the Company have not and will not be registered under the Act and are being sold in reliance upon the exemption provided by Section 4(2) of the Act.

If the answer to any question is “None” or “Not Applicable,” please so state.

Your answers will, at all times, be kept strictly confidential; however, you hereby agree that the Company may present this Questionnaire to such parties as it deems appropriate in order to assure itself that the offer and sale of shares to you will not result in a violation of the exemption from registration under the Act that is being relied upon by the Company in connection with the sale of units of membership interest in the Company. Please complete this Questionnaire as thoroughly as possible and sign, date and return it to the Company along with your Subscription Agreement.

1. Identification Data:

A. Please complete the following if you are investing as an individual

Name: _____

Home Address: _____

Name of Employer: _____

Business Address: _____

Home Tel. No.: _____ Bus. Tel. No.: _____

Occupation: _____

Length of Current Employment: _____

(If less than five years, give name of previous employer, business address telephone number, occupation, title and length of employment:

_____.)

Title of Current Position: _____

Date of Birth: _____ No. of Dependents: _____

Social Security Number: _____

Please place ONE check mark next to the space that indicates the HIGHEST level of education you have completed:

- High School
- Some College
- Completed College, awarded degree, B.A., B.S. or equivalent
- Some Postgraduate Education
- Two years of Postgraduate Training, awarded M.A. or equivalent
- Completed Postgraduate Training and received PH.D. List below date degree obtained and awarding school.
- Some Professional School
- Completed Professional School, awarded J.D., M.B.A., M.D., D.D.S. (circle one). List below date degree obtained and awarding school.
- Other (please explain in detail and list dates of attendance and names of schools attended)

B. Please complete the following if you are investing as a corporation, partnership, trust or other entity.

Name of corporation, partnership, trust or entity: _____

Employer Identification No.: _____

Business Activities: _____

State and Year of organization: _____

Fiscal Year: _____

Business Address: _____

Business Tel. No.: _____

Has the corporation, partnership, trust or entity been formed for the specific purpose of making the investment contemplated herein?

Yes No

Has the corporation, partnership, trust or entity been in existence for less than 90 days prior to the date hereof?

Yes No

List the name and address of each equity holder or beneficiary in such entity if such entity is not a public company:

Information regarding principals. Please provide the names, addresses, and positions or titles of all executive officers, trustees or general partners who are authorized to make decisions and to act with respect to investments by the Subscriber generally.

<u>Name</u>	<u>Address</u>	<u>Position or Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please provide the following information concerning the Subscriber's specific authority to purchase the Company's securities:

The name(s) of each officer(s), trustee(s), plan fiduciary (fiduciaries) or partner(s) who is (are) authorized to purchase the Company's securities and who will be effecting the purchase and whether each may act alone. (Please provide a copy of the authorization in the form of an appropriate corporate resolution or otherwise).

Please identify any other person whose permission or authorization is necessary to purchase the Company's Securities or to take action as a security holder of the Company.

2. Additional Information:

Please provide in the space below any additional information that would evidence that you have sufficient knowledge and experience in financial and business matters so that you are capable of evaluating the merits and risks of investing in non-transferable, restricted securities of a private enterprise. Attention should be directed to your experience as an investor in securities, particularly investments in non-marketable securities.

3. Financial Data:

A. Please complete the following if you are investing as an individual.

(I) Indicate by checkmark your income from all sources for the calendar years 2010 and 2011 and anticipated income for 2012 without counting your spouse's income (it is important that you check the highest applicable amount)*.

	up to \$100,000	\$100,001 to \$199,000	\$200,000 to \$300,000	over \$300,000
2012	_____	_____	_____	_____
2013	_____	_____	_____	_____
2014	_____	_____	_____	_____

adding your spouse's income

	up to \$100,000	\$100,001 to \$199,000	\$200,000 to \$300,000	over \$300,000
2014	_____	_____	_____	_____
2013	_____	_____	_____	_____
2012	_____	_____	_____	_____

* Income is individual adjusted gross income (as reported on a Federal income tax return), increased by: (a) any deductions for long-term capital gains or depletion; (b) any exclusion for interest on tax exempt municipal obligations; and (c) any losses of a partnership allocated to the person. A sole proprietor's income generally would be his gross income less expenses of the business.

(ii) Indicate by checkmark your net worth, inclusive of the net worth of your spouse and the value of your principal residence, furnishings therein and personal automobiles.** (It is important that you check the highest applicable amount.)

less than \$1,000,000 more than \$1,000,000

(iii) Do you have adequate means of providing for your current needs and personal contingencies and have no need for liquidity in this investment?

Yes No

(iv) Are you aware that the proposed offering of the securities will involve non-marketable, non-transferable securities requiring your capital investment to be maintained for an indefinite period of time?

Yes No

(v) Are there any reasonably foreseeable circumstances that are likely to require you to sell any of the securities you acquire?

Yes No

If you have answered yes, please explain briefly:

B. Please complete the following if you are investing as a corporation, partnership, trust or other entity.

Indicate by checkmark the amount of total assets of the Subscriber:

less than \$5,000,000 more than \$5,000,000

4. Investment Experience:

(i) The frequency of your investment in marketable securities is:

often occasionally seldom never

(ii) The frequency of your investment in unmarketable securities is:

often occasionally seldom never

** Net worth is the excess of all assets over all liabilities, based upon current fair market value.

5. Investment Advice:

In connection with your proposed purchase of securities, will you seek advice from any lawyer, accountant, investment adviser or any other person or persons (i.e., a “Purchaser Representative” as that term is defined in Regulation D)?

Yes No

If yes, have you been advised by your Purchaser Representative specifically as to whether or not he or she may be compensated by the Company in connection with your purchase of securities?

Yes No

NOTE: If a Purchaser Representative has been designated, HE OR SHE MUST COMPLETE A PURCHASER REPRESENTATIVE QUESTIONNAIRE. Return your Questionnaire and obtain a Purchaser Representative Questionnaire from the Company.

6. Purchaser’s Investment Intent and Additional Representations:

(a) I am acquiring securities from the Company for my own account:

True False

(b) I am acquiring my securities from the Company as an investment to be held indefinitely by me, and I have no current intention of selling or distributing such securities:

True False

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING THIS QUESTIONNAIRE, YOU REPRESENT TO THE COMPANY AND ITS COUNSEL THAT:

(1) You recognize the restrictions on the transferability of the securities being acquired, and you have adequate means of providing for your current financial needs and possible personal contingencies; you have no need for liquidity of this investment and you have no reason to anticipate any changes in your personal circumstances, financial or otherwise, which might cause or require you to attempt to resell or transfer the securities;

(2) You are familiar with the nature of and risks attending investments in privately offered securities, and you have determined that the investment in the Company's securities is consistent with your projected income and investment objectives; and

(3) You are aware that no trading market for the Company's securities will exist at any time and that such securities may not be freely transferable.

I have answered the foregoing questions to the best of my knowledge and the information supplied herein to the Company and its counsel is, as of the date hereof, complete and accurate. I furthermore undertake to notify the Company immediately if any of the information contained herein becomes either inaccurate or fails to correctly state my qualification to own securities issued by the Company.

I understand the economic risk of this investment and I hereby state that at the time of this investment I can afford a complete loss of my investment.

FOR INDIVIDUALS

(Print Name)

Date: _____, 20__

(Signature)

FOR CORPORATIONS, PARTNERSHIPS,
TRUSTS AND OTHER ENTITIES

ATTEST:

(Name of Entity)

By: _____
Name:
Its:

Dated: _____, 20__

PLEASE BE SURE THAT YOU HAVE SIGNED AND DATED THIS QUESTIONNAIRE