

THE LAST SWIM FILM

a series of Screencrib Platform LP, a Delaware series limited partnership

SUBSCRIPTION AGREEMENT AND INVESTOR QUESTIONNAIRE

Series Name (the “**Series**”): The Last Swim Film

Target Company (“**ProjectCo**”): The Last Swim Ltd

Target Investment: £175,000

Prospective investors should follow the instructions on this page to subscribe for a limited partner interest (the “**Interest**”) in The Last Swim Film (the “**Series**”), a series of Screencrib Platform LP, a Delaware multi-series limited partnership (the “**Partnership**”). A prospective investor is referred to herein as “**you**” or the “**Subscriber**.”

Subscription Instructions. To subscribe for the Interest in the Series, please do the following:

- Complete the Investor Questionnaire beginning on page Q-1. The pages of the Investor Questionnaire have an outside border.
- Complete and sign the Subscriber E-Signature Pages following the Investor Questionnaire. The Subscriber E-Signature Pages have an outside border.
- Complete U.S. Internal Revenue Service Form W-9 or the appropriate Form W-8 as described in Exhibit A. Exhibit A contains instructions to assist you in determining which form should be completed, but those instructions are not intended to replace consultation with your own tax advisor.
- In case the a Subscriber that is a resident, domiciled or registered in the United Kingdom, and which wishes to be treated as an elective professional client (defined below), return a letter in the form of Exhibit B via email to info@screencrib.com certifying that the Subscriber wishes to be treated as an elective professional client.
- Read the Subscription Agreement beginning on page 1, the Confidential Private Placement Memorandum (“**PPM**”), the appendix to the PPM for the Series (“**PPM Series Appendix**”), the amended and restated partnership agreement of the Partnership (the “**Partnership Agreement**”), the appendix to the Partnership Agreement for the Series (“**LPA Series Appendix**”), and the [privacy policy](#).
- Deliver the following information to the Series: (1) if the Subscriber is an entity, a copy of the applicable organizational and authority documents (*e.g.*, trust instrument, certificate of incorporation, certificate of formation, corporate resolutions, bylaws, partnership agreement, limited partnership agreement, etc.); (2) if the Subscriber is an individual, a copy of a driver’s license, passport, or other government-issued form of identification.
- Return the documents to **General Partner** of the Series via the upload portal found in your account page at www.screencrib.com.

Entity Subscribers. If the Subscriber is an entity (*e.g.*, a corporation, partnership, trust, etc.) rather than an individual, please answer the questions in the Investor Questionnaire from the perspective of the

entity itself rather than from the perspective of the individual who will be signing for the entity. In such a case, the entity is the “Subscriber.”

Capital Commitment. If the general partner of the Series accepts your subscription for the Interest, you will be required to wire payment to the Series in an aggregate amount equal to 100% of the accepted Total Commitment (the sum of the proposed Investment Commitment and Expense Commitment on the Subscriber E-Signature pages following the Investor Questionnaire) pursuant to the wire transfer instructions provided to you separately. This payment will be due at least ten (10) days prior to the date of the closing of the Interest as determined by the General Partner. The General Partner will provide Subscribers advance notice of a closing.

Questions. Please contact the Screencrib Platform GP, LP (the “**General Partner**”) at info@screencrib.com

INVESTOR QUESTIONNAIRE (Complete and Return)

CONTACT INFORMATION

Name of Subscriber: _____
Address (Number and Street): _____
City: _____
State (if applicable): _____
Postal/Zip Code: _____
Country: _____
Telephone Number: _____
Email: _____
Citizenship (individuals): _____
Jurisdiction of Formation (entities only): _____
Principal Place of Business (entities only): _____
Contact Person: _____

Account Information (for receiving distributions as a Limited Partner, if admitted to the Series)

Bank Name: _____
Routing Number (if applicable): _____
Account Number: _____
Account Number (re-confirm): _____
Country: _____

Please indicate below **if** you want correspondence to be sent to an additional contact person:

Additional Contact Person: _____
Title: _____
Company: _____
Address (Number and Street): _____
City: _____
State (if applicable): _____
Postal/Zip Code: _____
Country: _____
Telephone Number: _____
Email: _____

- Correspondence to be sent (check all that apply):
- Legal Documents
 - Distributions
 - Tax Information/K-1s
 - Financial Reporting
 - Contact Sheet Attached (if applicable)

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INVESTOR QUESTIONNAIRE (Complete and Return)

ACCREDITED INVESTOR STATUS

Please indicate the basis of the Subscriber's status as an "accredited investor" as defined in Regulation D under the Securities Act of 1933, as amended (the "Securities Act") by checking the applicable boxes below. **Subscriber must indicate at least one category.**

√ Categories of Accredited Investor

Individuals

- 1.1 The Subscriber is a natural person whose net worth (either individually or jointly with such person's spouse or spousal equivalent) at the time of acquiring the Interest exceeds \$1,000,000. "Net worth" means the excess of the fair market value of the Subscriber's total assets minus the Subscriber's total liabilities; *provided that*, for purposes of the foregoing calculation, the fair market value of the Subscriber's primary residence shall not be included as an asset and any liabilities secured by the primary residence should be included in total liabilities only if and to the extent that: (a) such liabilities exceed the fair market value of the primary residence; or (b) such liabilities were incurred within 60 days before the acquisition of the Interest (other than as a result of the acquisition of the primary residence).
- 1.2 The Subscriber is a natural person who had an individual income in excess of \$200,000, or joint income with the Subscriber's spouse or spousal equivalent in excess of \$300,000, in each of the two most recent calendar years and reasonably expects to reach the same income level in the current year. "Income" means adjusted gross income as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (a) the amount of any interest income received which is tax-exempt under Section 103 of the Code, (b) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), (c) any deduction claimed for depletion under Section 611 et seq. of the Code and (d) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Code.
- 1.3 The Subscriber is a natural person in good standing with one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying for accredited investor status. (The qualifying professional certifications designated by the SEC are: Licensed General Securities Representative (Series 7); Licensed Investment Adviser Representative (Series 65); and Licensed Private Securities Offerings Representative (Series 82).

Trusts, Entities, Organizations

- 1.4 The Subscriber is an irrevocable trust with total assets in excess of \$5,000,000 that was not formed for the specific purpose of acquiring the Interest and whose decision to acquire the Interest has been directed by a person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of acquiring the Interest.
- 1.5 The Subscriber is a revocable grantor trust as to which the trustee or other person authorized to make decisions with respect to the trust, account or plan, and each settlor or other person who has contributed assets to the trust is an individual who qualifies as an "accredited investor" under another category of accredited investor.
- 1.6 The Subscriber has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring the Interest and is a corporation, a partnership, a limited liability company, a Massachusetts or similar business trust, or a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

INVESTOR QUESTIONNAIRE (Complete and Return)

- 1.7 The Subscriber 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 an individual or a fiduciary capacity.
- 1.8 The Subscriber is an insurance company as defined in Section 2(13) of the Securities Act.
- 1.9 The Subscriber is an entity (including a partnership, limited liability company or corporation), each beneficial owner of the securities of which is an accredited investor.

Not an Accredited Investor

- 1.10 The Subscriber does not qualify for any accredited investor category indicated above.

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INVESTOR QUESTIONNAIRE (Complete and Return)

QUALIFIED PURCHASER STATUS

Please indicate the basis of the Subscriber's status as a "qualified purchaser" (within the meaning of Section 2(a)(51) under the Investment Company Act of 1940 (the "Investment Company Act")) by checking the applicable boxes below. In connection therewith, the Subscriber should refer to the definition of "investments" and the information regarding the valuation of "investments" set forth below. **Subscriber must indicate at least one category.**

√ **Categories of Qualified Purchaser**

Individuals

- 2.1 The Subscriber is a natural person that owns or is acquiring not less than \$5,000,000 in investments (for subscribers who are spouses and will hold the Interest in joint tenancy or as community property, both spouses are considered the Subscriber and both of their "investments" may be included).

Trusts, Entities, Organizations

- 2.2 The Subscriber is any entity (including a partnership, trust, limited liability company or corporation) that was not formed for the specific purpose of acquiring the Interest and owns not less than \$5,000,000 in investments and that is owned, directly or indirectly, by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations or trusts established by or for the benefit of such persons.
- 2.3 The Subscriber is a trust that is not covered by the category above and that was not formed for the specific purpose acquiring the Interest, as to which the trustee or other person authorized to make decisions with respect to the trust and each settlor or other person who has contributed assets to the trust meets the requirements of paragraphs 2.1, 2.2 or 2.4.
- 2.4 The Subscriber is an entity (including a partnership, trust, limited liability company or corporation) that was not formed for the specific purpose of acquiring the Interest, and acts for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis, not less than \$25,000,000 in "investments."
- 2.5 The Subscriber is a qualified institutional buyer as defined in paragraph (a) of Rule 144A under the Securities Act and acts for its own account, the account of another qualified institutional buyer or the account of a qualified purchaser, *provided that* if the qualified institutional buyer is a dealer, it shall own and invest on a discretionary basis at least \$25,000,000 in securities of issuers that are not affiliated persons of the dealer.
- 2.6 The Subscriber is an entity (including a partnership, trust, limited liability company, or corporation), each beneficial owner of which is a qualified purchaser.

Not a Qualified Purchaser

- 2.7 The Subscriber does not fall within any qualified purchaser categories above.

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“**investments**” means:

- (1) Securities, other than securities of an issuer that controls, is controlled by, or is under common control with, the Subscriber that owns those securities, unless the issuer of the securities is:
 - (i) An investment company under, or a company that would be an investment company but for the exclusions or exemptions provided by, the Investment Company Act, or a commodity pool; or
 - (ii) A Public Company (as defined below); or
 - (iii) A company with shareholders' equity of not less than \$50 million (determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements; *provided* that the financial statements present the information as of a date within 16 months preceding the date on which the Subscriber acquires the Interest;
- (2) Real estate held for investment purposes;
- (3) Commodity Interests (as defined below) held for investment purposes;
- (4) Physical Commodities (as defined below) held for investment purposes;
- (5) To the extent not securities, Financial Contracts (as defined below) entered into for investment purposes;
- (6) In the case of a Subscriber that is a company that would be an investment company but for the exclusions provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act, or a commodity pool, any amounts payable to the Subscriber pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Subscriber upon the demand of the Subscriber; and
- (7) Cash and cash equivalents (including foreign currencies) held for investment purposes. Cash and cash equivalents include: (a) bank deposits, certificates of deposit, bankers acceptances and similar bank instruments held for investment purposes; and (b) the net cash surrender value of an insurance policy.

“Investments” do not include other assets which do not reflect experience in the financial markets, such as jewelry, art work, antiques and other collectibles.

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

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

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

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- (i) Any contract market designated for trading those transactions under the Commodity Exchange Act (“CEA”) and the rules thereunder; or
- (ii) Any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the CEA.

Note that the term “commodity interests” differs for purposes of Commodity Futures Trading Commission (“CFTC”) rules and regulations from the definition under Rule 270.2a51-1(a) and that the reference to Part 30 of the rules under the CEA, above, is to a previous version of the CFTC’s rules and regulations but is still included in Rule 2a51-1(a).]

“**Financial Contract**” means any arrangement that:

- (i) Takes the form of an individually negotiated contract, agreement, or option to buy, sell, lend, swap, or repurchase, or other similar individually negotiated transaction commonly entered into by participants in the financial markets;
- (ii) Is in respect of securities, commodities, currencies, interest or other rates, other measures of value, or any other financial or economic interest similar in purpose or function to any of the foregoing; and
- (iii) Is entered into in response to a request from a counter-party for a quotation, or is otherwise entered into and structured to accommodate the objectives of the counter-party to the arrangement.

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

“**Public Company**” means a company that:

- (i) Files reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended; or
- (ii) Has a class of securities that are listed on a “designated offshore securities market,” as defined by Regulation S of the Securities Act.

“**Related Person**” means a person who is related to the Subscriber as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of the Subscriber, or is a spouse of that descendant or ancestor, *provided* that, in the case of a Family Company (as defined below), a Related Person includes any owner of the Family Company and any person who is a Related Person of that owner.

In determining whether the \$5 million or \$25 million thresholds are met, investments can be valued at cost or fair market value as of a recent date. If investments have been acquired with indebtedness, the amount of the indebtedness must be deducted in determining whether the threshold has been met. Investments of an individual may include (x) investments held jointly with such individual’s spouse, or in which such individual shares with its spouse a community property or similar shared ownership interest, and (y) investments held in an individual retirement account or similar account, the investments of which are directed by or held for the benefit of such individual. Investments of a parent company and its majority owned subsidiaries may be aggregated, regardless of which company is the Subscriber.

A Subscriber may be deemed to be “**formed for the specific purpose of acquiring the Interest**” if either (x) the amount of the Subscriber’s subscription for the Interest in the Series exceeds 40% of the total assets (on a consolidated basis with its subsidiaries) of the Subscriber or (y) interest holders in the Subscriber are able to decide individually whether to participate, or the extent of their participation, in the Subscriber’s investments in the Series (*i.e.*, holders of interests in the Subscriber can determine whether their capital will form part of the capital invested by the Subscriber in the Series).

INVESTOR QUESTIONNAIRE (Complete and Return)

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INVESTOR QUESTIONNAIRE (Complete and Return)

PROFESSIONAL INVESTOR STATUS

Please indicate the basis of the Subscriber's status as either (i) a "**professional client**" (as defined in point 7 of Article 2(1) of Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (as it forms part of United Kingdom domestic law pursuant to the European Union (Withdrawal) Act 2018) ("**MiFIR**")); or (ii) a customer, where that customer would qualify as a professional client (as defined in MiFIR), and where "customer" has the meaning given to it in Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (as it forms part of United Kingdom domestic law pursuant to the European Union (Withdrawal) Act 2018) (the "**PRIIPS Regulation**"). **Subscriber must indicate at least one category.**

√

- 3.1 The Subscriber possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks that it incurs in connection with subscribing for interests in a Series and is or would be a *per se* professional client within paragraph 3(a) of Part 2 of the Schedule 1 of MiFIR.
- 3.2 The Subscriber possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks that it incurs in connection with subscribing for interests in a Series, has stated that it wishes to be treated as a professional client for the purposes of subscribing for interests in the Series, and satisfies or would satisfy the criteria to be an elective professional client.

For these purposes an "**elective professional client**" is a person who satisfies at least two of the following criteria:

- (i) the person has carried out transactions, in significant size, in the relevant market at an average frequency of 10 per quarter over the previous four quarters;
- (ii) the size of the person's financial instrument portfolio, including cash deposits and financial instruments, exceeds 500,000 euros;
- (iii) the person works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

If the Subscriber is an elective professional client it will lose the right to receive a key information document in respect of the Series as would otherwise be required pursuant to the PRIIPS Regulation. As a result, Subscriber may receive less detailed or extensive investor disclosure information than it would otherwise be entitled to.

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ADDITIONAL SUBSCRIBER INFORMATION

Please check the box or boxes below that are applicable to the Subscriber.

√ **Form PF.**

The Subscriber is:

- 4.1 An individual that is a United States person (including his or her trusts). A “**United States person**” has the meaning provided in rule 203(m)-1 under the Advisers Act, which includes any natural person that is resident in the United States.
- 4.2 An individual that is not a United States person (including his or her trusts).
- 4.3 A broker-dealer.
- 4.4 An insurance company.
- 4.5 An investment company registered with the SEC.
- 4.6 A private fund. A “**private fund**” includes any issuer that would be an investment company as defined in Section 3 of the Investment Company Act but for section 3(c)(1) or 3(c)(7) of the Investment Company Act.
- 4.7 A non-profit.
- 4.8 A banking or thrift institution (proprietary).
- 4.9 A state or municipal government entity (other than a governmental pension plan). A “**government entity**” includes any state or political subdivision of a state, including (a) any agency, authority, or instrumentality of the state or political subdivision; (b) a plan or pool of assets controlled by the state or political subdivision or any agency, authority, or instrumentality thereof; and (c) any officer, agent, or employee of the state or political subdivision or any agency, authority, or instrumentality thereof, acting in their official capacity. For purposes of the preceding sentence, “control” means the power, directly or indirectly, to direct the management or policies of a person, whether through ownership of securities, by contract, or otherwise. A person is presumed to control a corporation if the person: (i) directly or indirectly has the right to vote 25% or more of a class of the corporation’s voting securities; or (ii) has the power to sell or direct the sale of 25% or more of a class of the corporation’s voting securities. A person is presumed to control a partnership if the person has the right to receive upon dissolution, or has contributed, 25% or more of the capital of the partnership. A person is presumed to control a limited liability company if the person: (x) directly or indirectly has the right to vote 25% or more of a class of the interests of the limited liability company; (y) has the right to receive upon dissolution, or has contributed, 25% or more of the capital of the limited liability company; or (z) is an elected manager of the limited liability company. A person is presumed to control a trust if the person is a trustee or directs or manages (or who participates in directing or managing) the affairs of the trust.
- 4.10 A state or municipal governmental pension plan.
- 4.11 A sovereign wealth fund or a foreign official institution. A “**foreign official institution**” includes the following: (a) treasuries, including ministries of finance, or corresponding departments of national governments; central banks, including all departments thereof; stabilization funds, including official exchange control offices or other government exchange authorities; diplomatic and consular establishments and other departments and agencies of national governments; (b) international and regional organizations; and (c) banks, corporations, or other agencies (including development banks and institutions that are majority-owned by central governments)

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that are fiscal agents of national governments, performing activities similar to those of a treasury, central bank, stabilization fund or exchange control authority.

4.12 An investor that is not a United States person and about which the foregoing beneficial ownership information is not known and cannot reasonably be obtained because the beneficial interest is held through a chain involving one or more third-party intermediaries.

4.13 Other:

Bad Actor Disqualification

Yes 4.14 Is the Subscriber subject to “Bad Actor” disqualification¹, as such term is used in Rule 506(d) of Regulation D promulgated by the SEC?
 No

¹ Under Rule 506(d) of Regulation D, a “Bad Actor:”

(i) Has been convicted, within ten years before such sale (or five years, in the case of issuers, their predecessors and affiliated issuers), of any felony or misdemeanor:

(A) In connection with the purchase or sale of any security;

(B) Involving the making of any false filing with the Commission; or

(C) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(ii) Is subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before such sale, that, at the time of such sale, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

(A) In connection with the purchase or sale of any security;

(B) Involving the making of any false filing with the Commission; or

(C) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(iii) Is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

(A) At the time of such sale, bars the person from:

(1) Association with an entity regulated by such commission, authority, agency, or officer;

(2) Engaging in the business of securities, insurance or banking; or

(3) Engaging in savings association or credit union activities; or

(B) Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten years before such sale;

(iv) Is subject to an order of the Commission entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(b) or 78o-4(c)) or section 203(e) or (f) of the Investment Advisers Act of 1940 (15 U.S.C. 80b-3(e) or (f)) that, at the time of such sale:

(A) Suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment adviser;

(B) Places limitations on the activities, functions or operations of such person; or

(C) Bars such person from being associated with any entity or from participating in the offering of any penny stock;

(v) Is subject to any order of the Commission entered within five years before such sale that, at the time of such sale, orders the person to cease and desist from committing or causing a violation or future violation of:

(A) Any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act of 1933 (15 U.S.C. 77q(a)(1)), section 10(b) of the Securities Exchange Act of 1934 (15 U.S.C. 78j(b)) and 17 CFR 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(c)(1)) and section 206(1) of the Investment Advisers Act of 1940 (15 U.S.C. 80b-6(1)), or any other rule or regulation thereunder; or

(B) Section 5 of the Securities Act of 1933 (15 U.S.C. 77e).

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

(vii) Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before such sale, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, at the time of such sale, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or

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

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ENTITY INFORMATION

If the Subscriber is an entity, please check the box or boxes below that are applicable to the Subscriber. Please skip this Entity Information portion of the Investor Questionnaire if the Subscriber is a natural person (individual or joint subscriber).

√ Investment Company Status

Yes 5.1 Is the Subscriber a registered investment company under the Investment Company Act of 1940 (the “Investment Company Act”), or required to register as an investment company under the Investment Company Act (i.e., because no exemption from the Investment Company Act applies to it)?
 No

Yes 5.2 Is the Subscriber an entity that is excepted from the definition of an “investment company” under the Investment Company Act pursuant to Section 3(c)(1) or 3(c)(7) thereof?
 No

If yes, please designate the appropriate category:

5.2(a) – Section 3(c)(1) (i.e., Subscriber relies on the “100 investor” test for its exemption from registration under the Investment Company Act).

5.2(b) – Section 3(c)(7) (i.e., the Subscriber’s beneficial owners required to be “qualified purchasers” as defined under the Investment Company Act).

Yes 5.3 Was the Subscriber formed, organized, reorganized, capitalized or recapitalized for the specific purpose of acquiring the Interest? (e.g., the Subscriber a special purpose vehicle or fund set up to aggregate capital to acquire the Interest)
 No

Yes 5.4 Will the Subscriber’s Total Commitment (as defined above) constitute more than 40% of the Subscriber’s total assets (including committed capital)?
 No

If so, other than the proposed investment in the Series, has the Subscriber made investments prior to the date hereof and/or does the Subscriber intend to make additional investments in the near future?

Yes 5.4(a)

No 5.4(b)

Yes 5.5 Do the Subscriber’s direct or indirect beneficial, equity owners (each, an “Underlying Investor”) have the ability to determine themselves whether and how much they participate in each investment of the Subscriber, such that Underlying Investors may participate in the Subscriber’s past and/or future investments in varying proportions? (i.e., the Underlying Investors are permitted to opt out of, or vary their participation percentage in, different investments made by the Subscriber)?
 No

Yes 5.6 Would any of the Subscriber’s Underlying Investors answer “Yes” to any of questions 5.1-5.5 (a “Look-Through Underlying Investor”)?
 No

5.7 If the Subscriber answered “Yes” to any of questions 5.1-5.5, please indicate the number of Underlying Investors to the left, inclusive of the number of beneficial owners of any Look-Through Underlying Investor.

Yes 5.8 If any Underlying Investor would also answer “Yes” to any of questions 5.1, 5.2, 5.3, 5.4 or 5.6 in respect of itself, is each equity owner of such Underlying Investor a qualified client?
 No

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- Yes 5.9 If the Subscriber answered “Yes” to question 5.2 and indicated that question 5.2(b) applies to it, and
 No the Subscriber has answered “Yes” to question 5.3, is each Underlying Investor a qualified purchaser?
- Yes 5.10 If the Subscriber answered “Yes” to question 5.2 and indicated that question 5.2 (a) applies to it, has
 No the Subscriber received consent from its Underlying Investors to be treated as a qualified purchaser?

Fund of Funds

- Yes 5.11 Is the Subscriber a fund of funds, which means a pooled investment vehicle that invests 10% or more
 No of its total assets in other pooled investment vehicles, whether or not they are private funds or registered investment companies?

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SUBSCRIBER E-SIGNATURE PAGE

These e-signature pages constitute the signature pages for the Subscription Agreement attached hereto and partnership agreement of Screencrib Platform LP, a Delaware multi-series limited partnership. Execution of these e-signature pages constitutes execution of, and the undersigned hereby authorizes these e-signature pages to be attached as a counterpart to, the Subscription Agreement and partnership agreement of Screencrib Platform LP, a Delaware multi-series limited partnership.

Subscribers will have no right to share in any future proceeds from a Project (as defined in the Subscription Agreement below) following the expiration of the Series' term.

Following the expiration of the Series' term, the Subscriber will not have any right to receive any distributions from the Series or otherwise share in any future proceeds from a Project earned after the expiration of the Series' term. It may be the case that a Project continues to generate revenue following the expiration of the Series' term. Any such revenue would be solely for the benefit of the General Partner (or its designee). Following the expiration of the Series' term (and at all times subject to applicable law): (i) the General Partner will be entitled to receive 100% of any distributions made by the Series (regardless of whether the Subscriber has received a return of their capital contributions as of the expiration of the Series' term); (ii) the General Partner may compulsorily redeem the Subscriber; (iii) the General Partner may cause the Series to be terminated and liquidated; and/or (iv) the General Partner may reduce the Subscriber's capital account balance to zero.

Accordingly, the Subscriber will have no guarantee of receiving any returns, as the expiration of the Series' term (and the subsequent actions of the General Partner following such expiration) may occur prior to a Project generating revenue and resulting in distributions or payments to be made to the Series. Any delays causing a ProjectCo to take longer to realize revenues are likely to reduce revenues and negatively impact the performance of the Series prior to the expiration of the Series' term, upon which the Subscriber will have no right to participate in or receive any distributions relating to the Project, even if the Project is generating revenue (or anticipated to start generating revenue) at such time. Furthermore, the potential economic benefit received by the General Partner (or its designee) following the expiration of the Series' term may cause the General Partner to not extend the term of the Series following the expiration of the Series' initial term. In this context, the divergence of economic interests between the General Partner and the Subscriber involves an inherent conflict of interest. By executing the Subscription Agreement, the Subscriber consents to these terms notwithstanding the conflict of interest.

By checking this box and clicking the "I Agree" button, I agree that I have read and agree with the terms specified above.

SUBSCRIBER E-SIGNATURE PAGE

Screencrib will acquire the investment in the ProjectCo prior to the closing of the Series and “warehouse” these investments before transferring it to the Series.²

The investment in the ProjectCo has been made prior to the Series’ closing through a holding vehicle owned by the General Partner; Screencrib Advisors LLC, the investment adviser to the Series (the “**Investment Adviser**”); or one or more of their respective affiliates (each, a “**Screencrib Entity**”) or one or more of their respective officers, directors, managing directors, managers, members, partners, employees, and consultants (collectively with the Screencrib Entities, the “**Screencrib Related Parties**”). It is anticipated that before the closing of the Series, the investment will be transferred to the Series. This arrangement may raise conflicts of interest. The terms of this transaction and related risks and conflicts of interest are described in the PPM and the PPM Series Appendix for the Series.

By checking this box and clicking the “I Agree” button, I agree that I have read the above disclosure and the information provided in the PPM and the PPM Series Appendix for the Series, and I give my consent to the terms of the transaction, notwithstanding any risks or conflicts of interest that may exist.

The Subscriber is not, and is not acting directly or indirectly, on behalf of:

- (a) an “employee benefit plan” within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), that is subject to Title I of ERISA; or
- (b) a “plan” within the meaning of Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code (including individual retirement accounts, or IRAs, and Keogh plans).

The Subscriber is not, and is not acting, directly or indirectly, on behalf of, an entity the underlying assets of which are “plan assets” within the meaning of ERISA or Section 4975 of the Code.

By checking this box and clicking the “I Agree” button, I acknowledge and agree that the above statements are true and accurate.

Privacy Policy: <https://www.screencrib.com/privacy-policy>

By checking this box and clicking the “I Agree” button, I acknowledge and agree that I have read and reviewed the privacy policy.

 By checking this box and clicking the “I Agree” button, **I acknowledge and agree that it is solely my responsibility to read and understand the terms of the offering of Interests in the Series and the risks associated with the Interest, as that information is provided in the PPM, the relevant PPM Series Appendix, the Partnership Agreement, the LPA Series Appendix, and this Subscription Agreement.**

SUBSCRIBER E-SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement and Partnership Agreement, as of the date written below.

Print name of the Subscriber: _____

Amount of Investment Commitment (subject to acceptance by the General Partner): US \$ _____

Amount of Expense Commitment (subject to acceptance by the General Partner) _____ % of the Investment Commitment

Date of Subscription: _____

Signature of the Subscriber: _____

Name of signatory (entities only): _____

Title of signatory (entities only): _____

Exceptions to Representations and Warranties in the Subscription Agreement (if applicable) _____

Complete only if a Joint Subscription (i.e., individual acquiring the Interest with spouse as community property or similar)

Print name of Joint Subscriber: _____
(if applicable)

Signature of Joint Subscriber: _____
(if applicable)

By checking this box and clicking the "I Agree" button, I agree to comply with and be bound by all terms of the Subscription Agreement, the Partnership Agreement, and the LPA Series Appendix for The Last Swim Film, a series of Screencrib Platform LP, a Delaware multi-series limited partnership. (If you do not have such authority, or if you do not agree with any of the terms of the Subscription Agreement, the Partnership Agreement, and/or the LPA Series Appendix for _____, you must not accept this agreement.)

[THERE ARE NO OTHER QUESTIONS TO BE ANSWERED OR PAGES TO BE SIGNED IN THIS SUBSCRIPTION AGREEMENT.]

GENERAL PARTNER SIGNATURE PAGE

FOR SERIES USE ONLY:

The subscription of the Subscriber named below is hereby accepted in the amount set forth below, and the Subscriber is hereby admitted to The Last Swim Film as a Limited Partner as of the date set forth below.

Name of Subscriber admitted to the Series: _____

Amount of Investment Commitment accepted: \$ _____

Amount of Expense Commitment accepted: _____ % of the Investment Commitment

Date of acceptance and admission: _____

The Last Swim Film the (the “Series”), a series of Screencrib Platform LP

By: Screencrib Platform GP, LP, as General Partner of the Series

By: Screencrib Holdings LLC, as General Partner of Screencrib Platform GP, LP

By: Screencrib Limited, as sole member of Screencrib Holdings LLC

By: _____

Name: Ruby Walden

Title: Director

SUBSCRIPTION AGREEMENT

OF

, A SERIES OF SCREENCRIB PLATFORM LP

The subscriber named on the signature page to this Subscription Agreement (the “**Subscriber**”) hereby applies to be admitted as a Limited Partner of (the “**Series**”), a series of Screencrib Platform LP, a Delaware multi-series limited partnership (the “**Partnership**”), on the terms and conditions set forth in this Subscription Agreement, the partnership agreement of the Partnership, as the same may be amended and/or restated from time to time (the “**Partnership Agreement**”), and the appendix relating to the Series (the “**LPA Series Appendix**”) attached to the Partnership Agreement. The Series will invest substantially all of its assets in interests issued and sold by, or some other type of investment in or agreement with, the financing company (the “**ProjectCo**”) set forth in the LPA Series Appendix and as described in greater detail in the Private Placement Memorandum (“**PPM**”) and the applicable appendix to the PPM (the “**PPM Series Appendix**”). The ProjectCo will hold assets associated with the particular film, television, gaming, or other entertainment or media project (the “**Project**”) set forth in the LPA Series Appendix. Upon acceptance of the Subscriber’s subscription by Screencrib Platform GP, LP, the general partner of the Series (in such capacity, the “**General Partner**”) on behalf of the Series, the Subscriber agrees to be bound by all of the terms and provisions of the Partnership Agreement and the LPA Series Appendix as a Limited Partner. Capitalized terms used but not otherwise defined in this Subscription Agreement and its exhibits have the meanings given to such terms in the Partnership Agreement and LPA Series Appendix, as applicable. Please note that the General Partner, in its sole and absolute discretion, may accept or reject, in whole or in part, the undersigned’s subscription to the Series.

SECTION 1 SUBSCRIPTION AND CAPITAL CONTRIBUTION

1.1 **Subscription for a Limited Partner Interest.** The Subscriber hereby irrevocably subscribes for and agrees to purchase a limited partner interest (the “**Interest**”) in the Series on the terms and conditions set forth in this Subscription Agreement. The Subscriber understands that it is not entitled to cancel, terminate, or revoke this subscription or any covenant or other obligation of the Subscriber under this Subscription Agreement.

1.2 **Acceptance of Subscription; Early Termination of Offering.** The Subscriber acknowledges and agrees that the General Partner has the right, in its sole discretion, to accept or reject this subscription in whole or in part or to terminate the offering of interests in the Series (the “**Offering**”), in each case at any time, for any reason or no reason, and without liability (except for the return of any funds previously delivered by the Subscriber without interest). Upon acceptance, the Subscriber shall be deemed to be admitted as a Limited Partner of the Series and agrees to be bound by all of the terms and provisions of the Partnership Agreement and the LPA Series appendix and to perform all of its obligations thereunder. The General Partner shall give prompt notice of the acceptance or rejection of the Subscriber’s subscription or the termination of the Offering. If the Subscriber’s subscription is rejected, or if the Offering is terminated, the Subscriber shall not have any claim of any kind or nature whatsoever against the Series, the Partnership, the General Partner or any of their respective partners, members, managers, directors, officers, employees, agents, affiliates, or representatives, other than for the return without interest of any funds previously delivered by the Subscriber.

1.3 **Investment Commitment and Expense Commitment.** The Subscriber hereby irrevocably agrees to make capital contributions to the Series in respect of its Total Commitment in accordance with the terms of the Partnership Agreement in an aggregate amount not to exceed the sum of the Subscriber’s proposed Investment Commitment and Expense Commitment set forth on the signature pages to this Subscription Agreement. The Subscriber acknowledges and agrees that if the Subscriber fails

to make full payment of any portion of the Subscriber's Investment Commitment, Expense Commitment, or any other payment under the Partnership Agreement when due, the Subscriber may be subject to the sale or forfeiture of the Interest and other remedies that the General Partner may impose, in its sole discretion, in accordance with the Partnership Agreement. Notwithstanding the foregoing or that this Subscription Agreement may have been previously accepted by the General Partner, the General Partner may, in its sole discretion, at any time prior to the Subscriber being admitted as a Limited Partner of the Series, reduce the Investment Commitment (and correspondingly, the Expense Commitment) of the Subscriber by such amount as it determines (which amount need not be the same or in the same percentage as any other subscriber in this Offering), and this Subscription Agreement shall thereafter be deemed amended in all respects to reflect such reduction. The General Partner shall give prompt notice of any such reduction to the Subscriber and return the corresponding portion of any funds previously delivered by the Subscriber without interest.

SECTION 2 REPRESENTATIONS AND WARRANTIES

2.1 **Representations, Warranties, and Covenants of the Subscriber.** To induce the General Partner to accept this Subscription Agreement on behalf of the Series, the Subscriber hereby represents and warrants to, and agrees with, the Series; the General Partner; Screencrib Advisors LLC, the investment adviser to the Series (the "**Investment Adviser**"); and their respective officers, directors, managers, principals, partners, members, employees, agents, and other affiliates (collectively, the "**Screencrib Parties**") as follows:

(a) The Subscriber makes all the representations and warranties of a Limited Partner in the Partnership Agreement.

(b) The Subscriber is acquiring the Interest for its own account solely for investment purposes and not for the account of others or with a view to the distribution or resale of such Interest or any interests therein.

(c) The Subscriber has such knowledge and experience in financial and business matters that the Subscriber is capable of evaluating the merits and risks of the investment evidenced by the Subscriber's purchase of the Interest. The Subscriber has obtained, in the judgment of the Subscriber, sufficient information to evaluate the merits and risks of an investment in the Series. The Subscriber has relied on its own examination of the Series and the terms of the Offering, including the merits and risks involved, and has reviewed the merits and risks of the purchase of the Interest with tax, legal and investment counsel to the extent deemed advisable by the Subscriber. The Subscriber has not relied and will not rely upon any representations or information (whether oral or written) other than (i) the information contained in this Subscription Agreement, the Partnership Agreement, the LPA Series Appendix, and the PPM (together with the Subscription Agreement, the Partnership Agreement, and any applicable appendices thereto, the "**Offering Materials**") and any side letter addressed to the Subscriber from the Series or the General Partner, and (ii) information furnished by the Series or the General Partner (or expressly authorized by the General Partner).

(d) The Subscriber will maintain sufficient liquid assets to enable the Subscriber to make capital contributions to the Series as and when required by the General Partner pursuant to the Partnership Agreement, until the Subscriber has contributed the entire amount of its Total Commitment to the Series.

(e) The Subscriber has the financial capacity to hold the Interest purchased hereby for an indefinite period of time and can afford to bear all risks associated with the purchase of the Interest (including, but not limited to, those certain Risk Factors set forth in the Offering Materials) and to suffer the complete loss thereof.

(f) The Subscriber has received and has had the opportunity to review the Offering Materials. The Subscriber has been furnished all other materials relating to the Series and the Offering, if any, which have been requested. Furthermore, the Subscriber has been afforded an opportunity to ask questions of, and receive answers from, the General Partner in connection with the Offering. The Subscriber further agrees that if the Subscriber's subscription is rejected by the General Partner or the Offering is terminated before an Interest is issued to the Subscriber, the Subscriber will promptly return to the General Partner or destroy, in the General Partner's discretion, the Offering Materials and any other documents given to the Subscriber in connection with the Offering.

(g) The Subscriber acknowledges that: (i) the offering and sale of the Interest has not been and will not be registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any U.S. state or non-U.S. jurisdiction, and that the offering and sale of the Interest is being made in reliance upon federal and state exemptions for transactions not involving a public offering; (ii) resales or transfers of the Interest will be significantly restricted by the Partnership Agreement; (iii) there will be no public market for the Interest and there is no obligation on the part of any person or entity to register the Interest under the Securities Act or the laws of any U.S. state or non-U.S. jurisdiction; and (iv) the offering and sale of the Interest will be made in reliance upon U.S. federal and state exemptions for transactions involving a general solicitation made solely to accredited investors.

(h) The Subscriber understands that neither the U.S. Securities and Exchange Commission nor any other federal, state, or non-U.S. agency has recommended, approved, or endorsed the purchase of the Interest as an investment or passed on the accuracy or adequacy of the information set forth in the Offering Materials or any other documents used in connection with the Offering.

(i) The Subscriber acknowledges that the Series will not be registered as an investment company under the Investment Company Act of 1940, as amended (the "**Investment Company Act**"), by virtue of the exemption provided under Sections 3(c)(1) or 3(c)(7) thereof. Therefore, the Subscriber understands that Limited Partners will not be afforded the protective measures provided by the Investment Company Act.

(j) The Subscriber acknowledges that if the Series invests in securities that are part of a "new issue" within the meaning of the rules of the Financial Industry Regulatory Authority, Inc. (formerly, NASD, Inc.) ("**FINRA**") (including Rule 5130 and Rule 5131), such investment shall be made in accordance with all applicable FINRA rules. In furtherance (but not limitation) of the preceding sentence, to the extent necessary to comply with FINRA rules (as determined by the General Partner in its reasonable discretion) only those Partners that have established through written representations satisfactory to the General Partner that they do not fall within the proscription of such rules with regard to any specific new issue securities shall have a beneficial interest in such new issue securities through their interest in the Series. Under no circumstance shall the General Partner be deemed in breach of any duty to the Series by virtue of causing the Series to decline an opportunity to invest in a new issue security.

(k) The Subscriber acknowledges and agrees that the Subscriber, solely by virtue of its status as such or its rights under the Partnership Agreement, is not intended to be or become a client of the General Partner, the Investment Adviser, or any other Screencrib Party within the meaning of the Investment Advisers Act of 1940, as amended (the "**Advisers Act**") or any corresponding provision of other applicable law. Accordingly, notwithstanding any provision of this Subscription Agreement to the contrary, the General Partner shall not be required to provide the Subscriber (in its capacity as such) with any advice, analysis or reports, or any other investment advisory services, regarding the Subscriber's direct actual or proposed investments in any securities.

(l) Without limitation on the authority of the General Partner otherwise arising under the Partnership Agreement, the Subscriber acknowledges and agrees that the General Partner may elect, for purposes that may include pre-empting or terminating an obligation on the part of the General Partner or its

affiliated persons to register under the Investment Advisers Act, to manage and conduct the affairs of the Series in such manner as the General Partner reasonably determines to be necessary or appropriate to cause the Series to qualify, during all or a portion of the Series' term, as a "private fund" within the meaning of Rule 203(m)-1 of the Advisers Act. The General Partner similarly may elect to qualify the Series under corresponding provisions of other applicable laws (as reasonably determined by the General Partner).

(m) In recognition of Rule 206(4)-8(a)(1) of the Advisers Act (and other provisions of applicable laws, regulations and rules that prohibit misleading communications to investors), the Subscriber acknowledges and agrees that any and all communications from the General Partner relating to the Series (including financial statements, proposals of amendments to the Partnership Agreement, requests for consents or waivers, and other reports, statements, notices and communications) shall be interpreted by the Subscriber in light of all of the provisions of the Partnership Agreement, including those provisions that authorize the General Partner to withhold certain information from Limited Partners (including information regarding an investment in respect of which the General Partner (or one of its partners) is subject to a duty of confidentiality to, or in respect of, such investment or persons related thereto). Without limitation on the foregoing, the Subscriber acknowledges that, in consequence of holding positions as portfolio company board members or observers, the partners of the General Partner are expected to possess, from time to time, information that is material to understanding the status and prospects of the Series but which will not be disclosed to the Limited Partners.

(n) The Subscriber acknowledges and agrees that the Partnership Agreement specifically contemplates various transactions between the Series and the General Partner or persons related to the General Partner. The Subscriber further acknowledges and agrees that: (i) due to the nature and purposes of the Series, it may be impracticable and undesirable for the General Partner or the Series to separately obtain the individual consent of each Limited Partner in respect of each such transaction; (ii) the express provisions of the Partnership Agreement (together with the fiduciary duties of the General Partner as modified or defined by, and construed in accordance with, such express provisions to the maximum extent permitted by applicable law) fully reflect and embody the intentions and agreement of the Partners with regard to the manner in which such transactions shall be conducted; and (iii) the Subscriber hereby approves for purposes of the Advisers Act and other provisions of applicable law, the related-party nature and similar attributes of all such transactions that conform to the requirements of the preceding clause (ii). The General Partner may, in its sole and absolute discretion: request additional confirmation from the Subscriber that the approval set forth in the preceding sentence applies in connection with any particular circumstance, to which request the Subscriber shall promptly respond in good faith.

(o) The Subscriber acknowledges and agrees that the General Partner may take certain actions at the end of the Series' term which may constitute Related Party Transactions (as the term is defined in the PPM) or involve conflicts of interests, which are discussed in the PPM and PPM Series Appendix for the Series.

(p) Except as otherwise approved by the General Partner in a written agreement, unless the Subscriber is a duly admitted partner of the General Partner, the Subscriber shall not provide to the General Partner, Investment Adviser, or the Series any advice or services that constitute the advice or services of an "investment adviser" within the meaning of Section 202 of the Advisers Act or any similar law.

(q) The Subscriber acknowledges and agrees that the activities of the Screencrib Parties in connection with the offering of interests in the Series are not intended to give rise to a requirement that any of such persons register as a broker or a dealer under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") or any other applicable law. To the maximum extent permitted by applicable law, the General Partner and the Series (together with their respective Affiliates and other related persons) hereby disclaim any duties, obligations, or status as an advisor, finder, agent, broker or dealer on

behalf or in respect of any person in connection with such person's actual or proposed investment in the Series.

(r) The Subscriber acknowledges and agrees that the General Partner (in its capacity as such) shall not be required to provide any services in connection with the actual or proposed transfer of all or any portion of the Interest, or in connection with any distribution by the Series, which services would give rise to a requirement that the General Partner or any member thereof register as a broker or dealer under the Exchange Act or any other applicable law.

(s) Solely to the extent that the Subscriber would otherwise hold voting, consent, approval or similar rights under the Partnership Agreement (directly or indirectly) which are sufficient to cause such Subscriber to qualify as a Rule 506(d) Related Party, such rights shall be deemed reduced to a level sufficient to preclude the Subscriber's qualification as a Rule 506(d) Related Party, but only until the earlier of (i) the General Partner's reasonable determination, based on advice of legal counsel to the Series, that such rights are no longer relevant for purposes of Rule 506(d) under the Securities Act to any prior, ongoing or anticipated offering of interests in the Series or (ii) the Subscriber's delivery to the General Partner of a certification reasonably satisfactory to the General Partner to the effect that the Subscriber (including its directors, officers and other applicable related Persons) is not a "bad actor" within the meaning of Rule 506(b). For purposes of this Subscription Agreement, "**Rule 506(d) Related Party**" shall mean a Person that must be taken into account for purposes of Rule 506(d) under the Securities Act (relating to "bad actor" disclosure/disqualification) in connection with an offer or sale of interests in the Series.

(t) The Subscriber acknowledge and agrees that the General Partner, in its own name and on behalf of the Series, shall be authorized without the consent of any Person, including any other Partner, to take such action as it determines in its sole discretion to be necessary or advisable to comply with any anti-money laundering or anti-terrorist laws, rules, regulations, directives or special measures, including the actions contemplated by this Subscription Agreement.

(u) The Subscriber acknowledges that no assurances have been given to the Subscriber with respect to the performance of the Series or its investments.

(v) If the Subscriber is not a resident of the United States, the Subscriber understands that it is the responsibility of the Subscriber to satisfy itself as to full observance of the laws of any relevant territory outside of the United States in connection with the offer and sale of the Interest, including obtaining any required governmental or other consent or observing any other applicable formalities.

(w) The Subscriber is not a registered investment company under the Investment Company Act, is not required to register as an investment company under the Investment Company Act and is not a business development company as defined in the Advisers Act, and the rules and regulations promulgated thereunder.

(x) Subscriber is not (i) an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or (ii) an individual retirement account as described in Section 408(a) of the Internal Revenue Code of 1986, as amended (the "**Code**") (an "**IRA**"), governmental benefit plan or "benefit plan investor" as defined in Section 3(42) of ERISA and U.S. Department of Labor Regulations (*i.e.*, any employee pension benefit plan or employee welfare benefit plan, an individual retirement account, an individual retirement annuity, an Archer MSA or a Coverdell education savings account) or any entities where underlying assets include "plan assets" by reason of a plan's investment in the entities.

(y) If the Subscriber or any other person who is the investor for the purposes of the Alternative Investment Fund Manager Regulations 2013 (as amended) (the "**AIFMRs**") (the "**AIFMR Investor**") is resident, domiciled or registered in the United Kingdom, the Subscriber acknowledges and,

to the extent a person other than the Subscriber qualifies as the AIFMR Investor (the “**Non-subscribing Investor**”), confirms that the Non-subscribing Investor is aware, that neither the General Partner nor any of its affiliates is authorized under the Financial Services and Markets Act 2000 (as amended) (“**FSMA**”) as the alternative investment fund manager (the “**AIFM**”) of the Partnership and the substantive requirements applicable to AIFMs under the AIFMRs and FSMA are not applicable to the Manager or its Affiliates (except for certain limited requirements that may apply to the General Partner or the Partnership as a result of marketing the Partnership in the United Kingdom pursuant to Regulation 58 of the AIFMRs).

(z) If the Subscriber or the Non-subscribing Investor is resident, domiciled or registered in the United Kingdom, the Subscriber represents and warrants that it or the Non-subscribing Investor (as applicable) is either: (i) a “professional client” (as defined in point 7 of Article 2(1) of Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (as it forms part of United Kingdom domestic law pursuant to the European Union (Withdrawal) Act 2018) (“**MiFIR**”)) who is not a professional client (as defined in); or (ii) a customer, where that customer would qualify as a professional client (as defined in MiFIR), and where “customer” has the meaning given to it in Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (as it forms part of United Kingdom domestic law pursuant to the European Union (Withdrawal) Act 2018)).

(aa) The Subscriber acknowledges that: (i) the Partnership is an unregulated collective investment scheme for the purposes of FSMA which has not been authorized or recognized by the United Kingdom Financial Conduct Authority; (ii) the content of the Offering Materials has not been approved by a person authorized under FSMA; and (iii) reliance on the Offering Materials for the purposes of subscribing for interests in the Series may expose the Subscriber to a significant risk of losing all of the property or other assets involved.

(bb) If the Subscriber has elected to be treated as a professional client for the purposes of MiFIR, the Subscriber acknowledges and understands that it will lose the right to receive a key information document in respect of the Series as would otherwise be required pursuant to Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (as it forms part of United Kingdom domestic law pursuant to the European Union (Withdrawal) Act 2018), and that, as a result, Subscriber may receive less detailed or extensive investor disclosure information than it would otherwise be entitled to.

(cc) **Anti-Money Laundering, Economic Sanctions, Anti-Bribery and Anti-Boycott Representations.**

(i) **Identity of Subscriber and Beneficial Owners.** Neither the Subscriber, nor any of its direct or indirect beneficial owners, nor any person for whom the Subscriber is acting on behalf of: (A) appear on the Specially Designated Nationals and Blocked Persons List administered by the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”), is located in an embargoed country, territory, or jurisdiction (including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People’s Republic (DNR), and Luhansk People’s Republic (LHR) regions of Ukraine), or is otherwise a party with which the Series is prohibited to deal under the laws of the United States; or (B) unless otherwise disclosed in writing to the General Partner prior to the Subscriber’s subscription for the Interest, is known by the Subscriber to be a senior foreign political figure³, or any immediate family

³ A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation. In addition, a “senior foreign political

member⁴ or close associate⁵ of a senior foreign political figure. The Subscriber further represents and warrants that the Subscriber: (1) has conducted thorough due diligence with respect to all of its beneficial owners; (2) has verified the identities of all direct and indirect beneficial owners and the source of each beneficial owner's funds; and (3) will retain evidence of those identities, any source of funds, and any due diligence conducted.

(ii) **Source and Use of Funds.**

(A) None of the Subscriber's capital contributions, payments, or other transfer of value to the Series and no distribution or other transfer of value to the Subscriber shall cause the Subscriber Parties to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, U.S. anti-money laundering laws at 18 U.S.C. §§ 1956, 1957, U.S. economic sanctions, and U.S. anti-bribery or anti-boycott laws or regulations.

(B) None of the Subscriber's capital contributions, payments, or other transfer of value to the Series is or will be derived from, invested for the benefit of, or related in any way to illegal activity, and that no payment or other transfer of value to the Subscriber will be used to facilitate illegal activity.

(C) None of the Subscriber's capital contributions, payments, or other transfer of value to the Series will be made through an account (or by credit card which has been funded by such an account) located in a jurisdiction that appears on the list of boycotted countries published by the U.S. Department of Treasury pursuant to §999(a)(3) of the Internal Revenue Code (“**Code**”), as in effect at the time of the Subscriber's contributions or payments, as the case may be. In the event that the Subscriber is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “**Non-U.S. Bank**”) in connection with the Subscriber's investment with respect to the Interest, such Non-U.S. Bank shall: (1) have a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (2) employ one or more individuals on a full-time basis, (3) maintain operating records related to its banking activities, (4) be subject to inspection by the banking authority that licensed it to conduct banking activities, and (5) not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate. The Subscriber agrees and acknowledges that, among other remedial measures, (i) in order to comply with governmental regulations and/or if the General Partner determines in its sole discretion that such action is in the best interests of the Series, the General Partner may "freeze the account" of the Subscriber, either by prohibiting additional investments by the Subscriber, segregating assets of the Subscriber and/or suspending other rights the Subscriber may have under the Partnership Agreement and (ii) the Series may be required to report such action or confidential information relating to the Subscriber (including without limitation, disclosing the Subscriber's identity) to the regulatory or law enforcement authorities.

(iii) **Payments in Name of Subscriber Only.** To comply with applicable U.S. anti-money laundering laws and regulations, all contributions, payments, and other transfers of value by the Subscriber to the Series and all payments, distributions, or other transfers of value to the Subscriber

figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

⁴ An “immediate family member” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

⁵ A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

from the Series will only be made in the Subscriber's name and to and from a bank account of a bank, based, incorporated in or formed under, the laws of the United States, and that is not a “foreign bank” or “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.

(iv) **Additional Information.** The Subscriber will provide to the Series at any time during the term of the Series such information that the General Partner determines to be necessary or appropriate (A) to comply with the anti-money laundering laws, rules and regulations of any applicable jurisdiction and (B) to respond to requests for information concerning the identity of the Subscriber from any governmental authority, self-regulatory organization or financial institution in connection with the Series’ anti-money laundering compliance procedures, or to update such information. Failure to provide such information upon request may result in the compulsory withdrawal of the Subscriber from the Series.

(v) **Suspicious Activity.** The Subscriber acknowledges and agrees that the Screencrib Parties, in complying with anti-money laundering statutes, regulations and goals, may voluntarily file or as required by applicable law any information with governmental and law enforcement agencies that identify transactions and activities that the Screencrib Parties reasonably determine to be suspicious or illegal.

(vi) **Freezing of Capital Account.** The Subscriber further understands and agrees that the General Partner may be obligated to “freeze” the Subscriber's capital account (*e.g.*, by prohibiting additional capital contributions from the Subscriber or suspending other rights the Subscriber may have under the Partnership Agreement, including restricting distributions) and the Screencrib Parties may also be required to report any action or failure to comply with information requests and to disclose the Subscriber's identity to governmental authorities, self-regulatory organizations, and financial institutions, in certain circumstances without notifying the Subscriber that the information has been so provided. Any report and/or disclosure made under these circumstances shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

(vii) **Bring Down of Representations and Warranties.** The representations and warranties set forth in this Section (cc) shall be deemed repeated and reaffirmed by the Subscriber to the Series as of each date that the Subscriber makes a capital contribution to, or receives a distribution from, the Series, if any. If at any time during the term of the Series, the representations and warranties set forth in this Section (cc) cease to be true in any material respect, the Subscriber shall promptly so notify the Series in writing.

(dd) The Subscriber has neither acquired nor will it transfer or assign the Interest (or any portion thereof or interest therein) or cause the Interest (or any portion thereof or interest therein) to be marketed on or through an “established securities market” or a “secondary market (or the substantial equivalent thereof)” within the meaning of Section 7704(b) of the Code and the Treasury Regulations promulgated thereunder, including, without limitation, an over-the-counter market or an interdealer quotation system that regularly disseminates firm buy or sell quotations. Furthermore, the Subscriber agrees that if it determines to transfer or assign all or any portion of the Interest pursuant to the provisions of the Partnership Agreement and in accordance with applicable securities laws, it will cause its proposed transferee to agree to the transfer restrictions set forth herein and to make the representations set forth above.

(ee) The Subscriber has carefully reviewed and completed the Investor Questionnaire and Exhibits to this Subscription Agreement. The information that the Subscriber has provided to the General Partner and the Series, including the information contained in the Investor Questionnaire and Exhibits to this Subscription Agreement and the information in all tax certificates delivered to the Series, is true, complete, and correct.

(ff) The representations and warranties and covenants of the Subscriber in, and the other provisions of, this Subscription Agreement shall survive the execution and delivery of this Subscription Agreement and the admission of the Subscriber as a Limited Partner.

(gg) The Subscriber is not relying on any of the Screencrib Parties for any investment advice, or for advice regarding legal, accounting, business, investment, pension, tax, or other economic considerations involved in an investment in the Series. In addition, the Subscriber represents and agrees that neither the Investment Adviser nor any of its affiliates has recommended or suggested an investment in the Series to the Subscriber.

(hh) The Subscriber further understands and agrees that it must remit to the Series the amount of its Total Commitment no later than ten (10) days prior to the date of closing of an Interest by the Subscriber (or such other date as may be agreed with the General Partner) and that the Investment Commitment must be made in the minimum amount designated by the General Partner in its sole and absolute discretion.

(ii) The Subscriber's investment in an Interest is consistent with the investment purposes, objectives and cash flow requirements of the Subscriber and will not adversely affect the Investor's overall need for diversification and liquidity.

(jj) The Investor understands and agrees that none of the Screencrib Parties shall be liable in connection with any information or omission of information regarding the ProjectCo or the Project that is prepared, supplied, or derived from information provided by any third party.

2.2 Representations and Warranties of the General Partner, the Series, and the Partnership.
The General Partner and the Series hereby represent and warrant to the Subscriber as follows:

(a) The Partnership is a limited partnership duly formed, existing and in good standing under the laws of Delaware. The Series is a series of the Partnership duly established in accordance with the laws of Delaware.

(b) The General Partner and the Series each has full power and authority to enter into and perform this Subscription Agreement (including the Exhibits) and the related documents to which it is a party.

(c) The execution, delivery, and performance of this Subscription Agreement and the related documents to which it is a party by the General Partner and the Series and the consummation by the General Partner and the Series of the transactions contemplated hereunder have been duly and validly approved by the General Partner and the Series. No other actions are necessary on the part of the Series to authorize the execution, delivery, and performance of this Subscription Agreement and the related documents to which it is a party and the consummation of the transactions contemplated herein.

(d) Upon acceptance of this Subscription Agreement by the General Partner on behalf of the Series and execution and delivery of the related documents to which the General Partner and/or the Series is a party, this Subscription Agreement and such related documents will constitute valid and binding obligations of the General Partner and the Series, enforceable in accordance with their terms, except to the extent that enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and creditors' rights and by the availability of injunctive relief, specific performance, and other equitable remedies.

SECTION 3 LEGENDS

The offer and sale of the limited partner interests of the Series have not been registered under the Securities Act, the securities laws of any state, or any other applicable securities in reliance upon exemptions from the registration requirements of the Securities Act and such laws. Such limited partner interests must be acquired for investment only and may not be offered for sale, pledged, hypothecated, sold, assigned, or transferred at any time except in compliance with (i) the Securities Act, any applicable state securities laws, and any other applicable securities laws; and (ii) the terms and conditions of the Partnership Agreement. Such limited partner interests may not be transferred of record except in compliance with such laws and such limited partnership agreement. Therefore, purchasers of such limited partner interests shall be required to bear the risk of their investment for an indefinite period of time.

SECTION 4 PRIVACY AND CONFIDENTIAL INFORMATION; ELECTRONIC DELIVERY

4.1 If the Subscriber is a natural person, the Subscriber has been furnished and has had the opportunity to read the notice regarding privacy of financial information under the U.S. Federal Trade Commission privacy rule, 16 C.F.R. Part 313 (the “**Privacy Rule**”), available at <https://www.screencrib.com/privacy-policy>, and agrees that the Interest is a financial product that the Subscriber has requested and authorized. The Subscriber acknowledges and agrees that the Series may disclose nonpublic personal information of the Subscriber to other Limited Partners, as well as to the Series’ accountants, attorneys, and other service providers as necessary to effect, administer, and enforce the Series’ and the Limited Partners’ rights and obligations.

4.2 The Subscriber agrees that the Offering Materials are Confidential Information under Section 13.1 of the Partnership Agreement. The Subscriber hereby agrees not to distribute or reproduce the Offering Materials, including any exhibits or schedules thereto, without the prior written consent of the General Partner.

4.3 The Screencrib Parties, each at its sole and absolute discretion, may provide any notices or other communications given or made to the Subscriber and deliver to the Subscriber (or the Subscriber’s designated agents) privacy statements, financial information (audited or otherwise), reports, and other communications relating to any Screencrib Party or otherwise relating to this Subscription Agreement and/or the Subscriber’s investment in the Series (collectively, “**Disclosures**”) in electronic form, such as via email or posting to a password protected website.

4.4 The Screencrib Parties will send emails to the email address that the Subscriber has included in this Subscription Agreement. If an email notification is undeliverable, delivery of the notice will be made to the Subscriber’s postal mail address of record. The Screencrib Parties reserve the right to post communications on their respective websites without providing notice to the Subscriber, when permitted by law.

4.5 The Subscriber agrees that all Disclosures provided to the Subscriber via email notification or the website will be deemed to have been good and effective delivery to the Subscriber when sent or posted, regardless of whether the Subscriber actually or timely receives or accesses the email notification.

4.6 The Subscriber understands that if it has any doubts about the authenticity of an email purportedly sent by the Screencrib Parties, the Subscriber should contact the purported sender immediately.

4.7 By signing this Subscription Agreement, the Subscriber affirmatively consents to the receipt of Schedule K-1s in electronic form. The Subscriber may withdraw its consent by notifying the General Partner. The General Partner will provide written confirmation of its receipt of a notice of withdrawal and the effective date of the withdrawal. The effective date of the withdrawal of consent will either be the date the notice of withdrawal is received or a subsequent date that will be communicated to the Subscriber within a reasonable time after the receipt of notice of the withdrawal of consent. A

withdrawal of consent does not apply to a Schedule K-1 that was furnished electronically before the date on which the withdrawal of consent takes effect.

4.8 Schedule K-1 will no longer be furnished electronically if the Subscriber provides notice that it has withdrawn consent, if the Subscriber is no longer a Limited Partner or if the Internal Revenue Service (“**IRS**”) no longer permits electronic delivery.

4.9 The Subscriber is required to provide the Series and/or the General Partner with any updates to the Subscriber’s email address by emailing the General Partner. The Subscriber will be notified of any changes in the contact information for the Series and/or the General Partner by a notice given in accordance with the provisions of this Subscription Agreement.

4.10 Schedule K-1 may be required to be printed and attached to a Federal, state, or local income tax return.

SECTION 5 INDEMNIFICATION

5.1 The Subscriber acknowledges that it understands the meaning and legal consequences of the representations and warranties contained in this Subscription Agreement, and except as otherwise agreed to in writing with the General Partner, to the fullest extent permitted by applicable law, hereby agrees to indemnify and hold harmless the Screencrib Parties each of their respective successors and assigns, and each person who previously served in any such capacity (each, an “**Covered Person**”) from and against any and all liabilities, judgments, obligations, losses, damages, claims, actions, suits or other proceedings (whether under the Securities Act or otherwise, civil or criminal, pending or threatened, before any court or administrative or legislative body, and as the same are accrued, in which such Covered Person may be or may have been involved as a party or otherwise or with which he, she or it may be or may have been threatened, while in office or thereafter) and reasonable costs, expenses and disbursements (including legal and accounting fees and expenses) of any kind and nature whatsoever that may be imposed on, incurred by, or asserted at any time against such Covered Person (whether or not indemnified against by other parties) in any way related to or based upon (i) any inaccurate representation or warranty made by the Subscriber, or breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber in this Subscription Agreement (including the Exhibits and the Subscriber’s tax forms) or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction, (ii) any action for securities law violations instituted by the Subscriber that is finally resolved by judgment against the Subscriber, or (iii) any action instituted by or on behalf of the Subscriber against an Covered Person that is finally resolved by judgment against the Subscriber or in favor of an Covered Person. In addition, the Subscriber must indemnify any Covered Person for all costs, fees, and expenses (including legal fees and disbursements) in connection with any damages resulting from the Subscriber’s misrepresentations or misstatements in this Subscription Agreement, or with the assertion of the Subscriber’s lack of proper authorization to enter into this Subscription Agreement or perform obligations under it. Finally, except as otherwise agreed to in writing by the General Partner, the Subscriber agrees to indemnify and hold harmless each Covered Person from and against any tax, interest, additions to tax, penalties, attorneys’ and accountants’ fees and disbursements, together with interest at a rate determined by the applicable party, arising from the failure to withhold and pay over to the IRS or the taxing authority of any other jurisdiction any amounts computed, as required by applicable law, with respect to the income or gains allocated to or amounts distributed to the Subscriber with respect to an Interest during the period from the Subscriber’s acquisition of an Interest.

5.2 Each Covered Person is an intended third-party beneficiary of this Subscription Agreement. The remedies provided in this SECTION 5 shall be cumulative and shall not preclude the assertion by any Covered Person of any other rights or the seeking of any other remedies against the Subscriber.

5.3 Notwithstanding the foregoing, nothing contained in this Subscription Agreement or the Partnership Agreement shall constitute a waiver by a Subscriber of any of his, her or its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

SECTION 6 POWER OF ATTORNEY

6.1 The Subscriber, by executing this Subscription Agreement, hereby appoints the General Partner, with full power of substitution, as the Subscriber's true and lawful representative and attorney-in-fact, and agent of the Subscriber, with full power and authority to make, execute, acknowledge, verify, swear to, deliver, record and file, in the Subscriber's name, place and stead, the Partnership Agreement (thereby causing the Subscriber to be admitted as a Limited Partner in the Series), or any other agreement or instrument that the General Partner deems appropriate to admit the Subscriber as a Limited Partner of the Series. Upon the acceptance (in whole or in part) of this subscription, to the maximum extent permitted by law, this power of attorney ("**Power of Attorney**") will be coupled with an interest, will be irrevocable and will survive, and will not be affected by, the subsequent death, disability, incapacity, incompetency, termination, bankruptcy, insolvency, or dissolution of the Subscriber.

6.2 The Subscriber represents and warrants that the Power of Attorney granted by the Subscriber has been executed by it in compliance with the laws of the state or jurisdiction in which this Subscription Agreement was executed and to which the Subscriber is subject.

6.3 The Subscriber acknowledges and agrees that under the terms of the Partnership Agreement, the Subscriber grants a further power of attorney to the General Partner.

SECTION 7 MISCELLANEOUS

7.1 **Further Advice and Assurances.** All information which the Subscriber has provided to the Series is true, correct, and complete in all material respects as of the date hereof, and the Subscriber agrees to notify the Series promptly upon becoming aware of any representation, warranty or information contained in this Subscription Agreement being untrue in any respect at any time. The Subscriber agrees to provide such information and execute and deliver such documents with respect to itself and its direct and indirect beneficial owners as the Series may from time to time reasonably request to verify the accuracy of the Subscriber's representations and warranties herein, establish the identity of the Subscriber and the direct and indirect participants in its investment in the Series, to the extent applicable, to effect any transfer and admission and/or comply with any law, rule or regulation to which the Series may be subject, including, without limitation, compliance with anti-money laundering laws and regulations or for any other reasonable purpose.

7.2 **Withholding.** The General Partner is required to withhold a certain portion of the taxable income and gain allocated or distributed to the Subscriber unless the Subscriber provides documentation confirming that the Subscriber is not subject to withholding, or is subject to a reduced rate of withholding. The information in Exhibit A is provided to assist the Subscriber in complying with the U.S. rules for backup withholding and withholding with respect to income earned by Non-U.S. Persons (as defined in Exhibit A).

7.3 **Entire Agreement.** This Subscription Agreement (together with the Partnership Agreement, including the relevant LPA Series Appendix, as well as the terms and provisions of any side letter or similar agreement) contains the entire understanding between the Subscriber and the General Partner and/or the Series, and supersedes any prior written or oral agreement between them, respecting the Series.

7.4 **Amendments.** Any term of this Subscription Agreement may be amended or terminated and the observance of any term of this Subscription Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively), prior to the Series' winding-up, with only the written consent of both parties hereto.

7.5 **Counterparts; Binding on Assignees.** This Subscription Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument binding upon all parties signatories thereto. Delivery of an executed signature page of this Subscription Agreement by electronic transmission (DocuSign or website click-through or equivalent or by electronic mail in portable document format (PDF)) will be effective as delivery of a manually executed signature page of this Subscription Agreement.

7.6 **Successors and Assigns.** The Subscriber agrees not to transfer or assign any rights or obligations under this Subscription Agreement to any other Person, and that any such attempted transfer or assignment shall be void. Notwithstanding the foregoing, this Subscription Agreement shall be binding upon any of their transferees, successors, assigns and legal representatives.

7.7 **Notices.** Any notice or other communication that one party desires to give to another party shall be made or provided in accordance with, and otherwise governed by, Section 14.1 of the Partnership Agreement.

7.8 **Dispute Resolution.** Any controversy, claim or other dispute arising out of or relating to this Subscription Agreement shall be resolved, and any costs associated therewith shall be apportioned among the parties hereto, in the same manner as if such controversy, claim or other dispute had arisen under Section 15.15 of the Partnership Agreement.

7.9 **Waiver.** Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged, or terminated except with the written consent of Subscriber and the General Partner.

7.10 **Severability.** If any provision of this Subscription Agreement is determined to be invalid or unenforceable, such provision shall be deemed severed from the remainder of this Subscription Agreement and replaced with a valid and enforceable provision as similar in intent as reasonably possible to the provision so severed, and shall not cause the invalidity or unenforceability of the remainder of the Partnership Agreement.

7.11 **Governing Law.** The interpretation and enforceability of this Subscription Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Delaware, without regard to conflict of law principles.

7.12 **Headings.** The section headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

[Remainder of page intentionally left blank.]

EXHIBIT A

INSTRUCTIONS RELATING TO FORMS W-8 AND W-9

The type of documentation required from the Subscriber is a function of whether the Subscriber is a U.S. Person or a Non-U.S. Person (as defined below).

U.S. Persons; Form W-9. U.S. Persons should complete and submit Form W-9. Form W-9 and instructions can be found at: <https://www.irs.gov/forms-pubs/about-form-w-9>. In general, “**U.S. Persons**” include (1) individual citizens or residents of the United States for U.S. federal income tax purposes, (2) corporations or partnerships created or organized under the laws of the states comprising the United States, estates, the incomes of which are subject to U.S. federal income taxation regardless of source, and (3) trusts, the administration of which are subject to the primary supervision of a court within the United States and regarding which one or more U.S. persons have the authority to control all substantial decisions.

Non-U.S. Persons; Forms W-8. Non-U.S. Persons should complete and submit the appropriate Form W-8. Form W-8 and instructions can be found at: <https://www.irs.gov/forms-pubs/about-form-w-8>. In general, “**Non-U.S. Persons**” include (1) nonresident aliens, (2) foreign corporations, (3) foreign partnerships, (4) foreign trusts or (5) foreign estates (as each of those terms is defined in the Code and Treasury Regulations). Summary guidelines are provided below for the benefit of those Non-U.S. Persons required to provide Form W-8.

Disregarded Entities. In the case of entities that are disregarded for purposes of U.S. tax law (e.g., fiscally transparent entities with a single owner that have not elected to be taxed as a corporation for U.S. tax purposes), such entities are treated as U.S. Persons or Non-U.S. Persons depending on the residence and status of their owners, rather than on where the disregarded entities are organized. Thus, an investor that is a U.S. disregarded entity with a foreign owner will generally be treated as a Non-U.S. Person and should complete and submit the appropriate Form W-8 (as discussed below) based on the owner’s status. An investor that is a foreign disregarded entity with a U.S. owner will generally be treated as a U.S. Person and should complete and submit Form W-9.

Form W-8EXP. The following Non-U.S. Persons should complete and provide Form W-8EXP:

- a foreign government;
- an international organization;
- a foreign central bank of issue;
- a foreign tax-exempt organization;
- a foreign private foundation; and
- the government of a U.S. possession claiming the applicability of Section 115(2), 501(c), 892, 895 or 1443(b) of the Internal Revenue Code.

Form W-8ECI. A Non-U.S. Person that holds an Interest which is effectively connected with such Person’s conduct of a U.S. trade or business should complete and provide Form W-8ECI.

Form W-8IMY. The following Non-U.S. Persons should complete and provide Form W-8IMY:

- Any Non-U.S. Person (including a custodian, broker, nominee or agent) that holds an Interest on behalf of another person;
- Any Non-U.S. Person that is a flow-through entity or fiscally transparent (including a foreign partnership or foreign trust);
- A foreign branch of a U.S. person to establish that it is a qualified intermediary that is not acting for its own account; and
- A U.S. branch of a foreign bank or foreign insurance company, to represent that (1) the Interest is not effectively connected with the conduct of a U.S. trade or business and (2) that either (a) the U.S. branch is to be treated as a U.S. person with respect to any payments associated with the Interest; or (b) the U.S. branch is providing the documentation of the persons for whom it holds the Interest.

In order to avoid withholding on income allocated in respect of an Interest held by a Non-U.S. Person who should complete and provide Form W-8IMY, such Non-U.S. Person must also provide additional information and documentation as detailed in the printed instructions accompanying Form W-8IMY. A Non-U.S. Person should complete and provide Form W-8IMY typically will need to provide information including, but not limited to, the following:

- A withholding statement including: (1) the name, address, U.S. TIN# (including an ITIN#, if any) and type of withholding documentation for every person for whom documentation has been received; (2) whether each such person is a U.S. Person exempt from backup withholding, a U.S. Person subject to backup withholding, or a Non-U.S. Person; (3) whether each Non-U.S. Person is a beneficial owner or intermediary, flow-through entity or U.S. branch; (4) how income attributable to the Interest should be allocated among the beneficial owners on whose behalf the Interest is held (see printed instructions to Form W-8IMY (attached) for an alternative allocation procedure); (5) for each beneficial owner who is a Non-U.S. Person, the applicable rate of withholding, country of residence, the basis for any reduced rate of withholding, and other information; and (6) any other information requested by the General Partner for purposes of fulfilling its withholding obligations.
- A Form W-8 and other documentary evidence supporting the information contained in the withholding statement for each beneficial owner listed in the withholding statement.

Certain Non-U.S. Persons within the description of Non-U.S. Persons who should complete and provide Form W-8IMY may have entered into an agreement with the U.S. Internal Revenue Service to act as a withholding foreign partnership, withholding foreign trust, or qualified intermediary. Such Non-U.S. Persons should consult the printed instructions to Form W-8IMY to determine the information they must provide to the General Partner to reduce or eliminate withholding on income allocated in respect of their Interests.

Form W-8BEN and Form W-BEN-E. A non-U.S. Person who is not described in the paragraphs above, and who will be the beneficial owner of an Interest, should complete and provide Form W-8BEN (if it is an individual) or Form W-8BEN-E (if it is an entity).

Please note that your Form W-8BEN may be used both for purposes of claiming an exemption from backup withholding otherwise applicable to U.S. Persons and for purposes of claiming a reduced rate of withholding on dividend distributions pursuant to an applicable income tax treaty. Non-U.S. Persons intending to claim a reduced rate of withholding pursuant to an applicable income tax treaty must provide a U.S. taxpayer identification number in Part I, and must properly complete Part II, of their Form W-8BEN.

Non-U.S. Persons that are entities should complete all portions of Form W-8BEN-E necessary to document their status under the Foreign Account Tax Compliance Act.

Non-U.S. Persons are strongly encouraged to consult their own tax advisors as to which Form W-8 should be used and how such form should be completed. Failure to properly complete the appropriate Form W-8 could result in withholding tax being imposed on amounts allocated or distributed by the Series.

* * * * *

EXHIBIT B

ELECTIVE PROFESSIONAL CLIENT CERTIFICATION

[Date]

[Address]

Dear [Series]:

I, [insert name of Subscriber], hereby make this certification dated as of [insert date].

I certify that I wish to be treated as a professional client (as defined in point 7 of Article 2(1) of Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (as it forms part of United Kingdom domestic law pursuant to the European Union (Withdrawal) Act 2018) for the purposes of subscribing for interests in the Series.

I hereby acknowledge receipt of the information that the Investor Adviser has provided to me, and which is annexed to this letter, regarding the loss of protection that the Subscriber will lose by electing to be treated as a professional client.

Sincerely,

[Insert Name of Individual/Firm]