

Theta Investments, LP

Limited Partnership Interests

Subscription Booklet

If you decide not to participate in this offering, please return the Confidential Offering Memorandum (together with all amendments, appendices, and supplements thereto), this Subscription Booklet and all related documentation to

Theta Investments, LP
3863 19th Street
San Francisco, California 94114
Telephone: (212) 517-9009

Copy No. _____

Theta Investments, LP
Subscription Instructions

1. Please complete, date and sign the Subscription Agreement, Authorized Signatory Page and Exhibits. By signing, you agree to abide by the Limited Partnership Agreement of Theta Investments, LP (the “Fund”) (Appendix A to the Confidential Offering Memorandum) and to the terms and conditions of the Subscription Agreement. Please keep a copy of all completed and signed documents for your records.
2. Please send the original of your completed, dated and signed Subscription Booklet to:

Theta Investments, LP
3863 19th Street
San Francisco, California 94114

If you are sending in an initial subscription, please send this completed Subscription Booklet to arrive no later than five business days prior to the end of the month. If you are sending in an additional subscription, please send a completed Additional Subscription Form (attached as Exhibit E) to arrive no later than five business days prior to the end of the month.

3. Please enclose your check for your subscription amount, payable to “Theta Investments, LP”. If you prefer to wire transfer the subscription amount, wait until Theta Capital Partners, LLC (the “General Partner”) notifies you that your subscription has been accepted, then wire transfer your subscription amount to the Fund's custodial account according to the instructions on the following page. To ensure proper processing, please contact Russell Kellites at 212-517-9009 or at rkellites@gmail.com to confirm your wire transfer.
4. If your subscription is accepted, the General Partner will countersign your Subscription Agreement to confirm your admission to the Fund and will send you a copy of the countersigned signature page.
5. Withdrawals. For withdrawals, please refer to Exhibit F.
6. **CONFIDENTIALITY:** Information furnished in your Subscription Booklet will be kept strictly confidential, except that the Fund and its agents may present the information to such regulatory bodies or other parties as may be appropriate to establish the availability of exemptions from certain securities law registration requirements or the compliance of the Fund and this offering with applicable laws.

QUESTIONS:

Theta Capital Partners, LLC
Attn: Russell Kellites
3863 19th Street
San Francisco, California 94114
Telephone: 212-517-9009

WIRE TRANSFER INSTRUCTIONS:

Name of Bank: **Wells Fargo Bank, N.A.**
City and State: **San Francisco, California**
ABA#: **121042882**
A/C#: **7485946862**
Beneficiary: **Theta Investments**
LP

Ref:

Legal Name of Subscriber

Please notify Russell Kellites at 212-517-9009 or at rkellites@gmail.com when the wire transfer has been executed.

Theta Capital Partners, LLC
1600 15th Street, Suite 637
San Francisco, California 94114

Re: Theta Investments, LP

Ladies and Gentlemen:

The undersigned (the “**Investor**”) hereby subscribes to purchase limited partnership interests (“**Interests**”), in the amount specified below, in Theta Investments, LP, a Delaware limited partnership (the “**Fund**”). The Investor understands that the Fund and/or Theta Capital Partners, LLC, the general partner of the Fund (the “**General Partner**”), may reject this subscription for any reason.

For purposes of such investment in the Fund, the Investor hereby represents, warrants and agrees as follows:

1. **General Representations and Warranties.** The Investor hereby represents and warrants as follows to the Fund and the General Partner:
 - (a) General Information. The general information regarding the Investor set forth on *Exhibit 'A'* attached hereto is true, complete and correct.
 - (b) Accredited Investor Status. The Investor meets one or more of the requirements to qualify as an “accredited investor” as such term is defined in Regulation D under the Securities Act of 1933, as amended, as indicated on *Exhibit 'B'* attached hereto.
 - (c) Qualified Client Status. The Investor meets one or more of the requirements to qualify as a “qualified client” as such term is defined in Rule 205-3 under the Investment Advisers Act of 1940, as amended, as indicated on *Exhibit 'C'* attached hereto.
 - (d) New Issues Status. Information regarding the Investor's ability to participate in “new issues” under the applicable rules of the Financial Industry Regulatory Authority (“**FINRA**”) as indicated on *Exhibit 'D'* attached hereto.
 - (e) Knowledge and Experience. The Investor has such knowledge and experience in financial, tax and business matters that it is capable of evaluating the merits and risks of acquisition of the Interests and of making an informed investment decision with respect to such investment.
 - (f) Investment Intent. The Investor is acquiring the Interests for its own account, for investment purposes only, and not with a view to the resale or other distribution thereof, in whole or in part. The Investor understands that the Interests have not been registered under federal or state securities laws, and that transfer of its Interests in the Fund and withdrawal from the Fund are restricted except as set forth in the Fund's Limited Partnership Agreement (the “**Fund Agreement**”) and the Fund's Offering Memorandum (the “**Memorandum**”). The Investor further understands that no federal or state agency or securities or commodities exchange has reviewed the Memorandum, the Fund Agreement, or the private placement of the Interests, or made any finding or determination as to the fairness of an investment in the Fund.
 - (g) Review of Investment. The Investor has investigated the purchase of Interests in the Fund to the extent it has deemed necessary or desirable, and has determined that the Interests are a suitable investment for the Investor. In that context, (i) the Investor has carefully reviewed the Fund Agreement, (ii) the Investor has read and is familiar with the Memorandum, (iii) the Investor has consulted with its own legal, accounting, tax, investment and other advisers to the extent the Investor has deemed necessary, and (iv) the Investor has been given the opportunity to ask questions of and receive answers from the General Partner concerning the terms and conditions of the Fund Agreement and the Memorandum and other matters pertaining to an investment in the Fund, and to obtain such additional information as it deemed desirable to verify the accuracy of such information and to evaluate the merits and risks of the purchase of the Interests.

- (b) Ability to Bear Risks. The Investor is able to bear the economic risks associated with an investment in the Fund.
- (i) Private Offer. The Fund's offer of Interests was privately communicated to the Investor. At no time has the Investor received information concerning such offer of the Fund from any newspaper, magazine, television or radio broadcast, leaflet or other advertisement, public promotional meeting or any other form of general advertising or general solicitation.
- (j) Taxpayer Identification. Under penalty of perjury, the Investor certifies that the taxpayer identification number supplied to the Fund herein is the Investor's correct taxpayer identification number and that the Investor is not subject to backup withholding under section 3406(a)(1)(c) of the Internal Revenue Code, as amended ("**IRC**"). If the Investor is an entity, then (i) it is not a foreign corporation, foreign company, foreign trust or foreign estate, as those terms are defined in the IRC and regulations thereunder, and (ii) if it hereafter becomes such a foreign entity, it will notify the Fund within 60 days thereafter.

2. **Entity Representations and Warranties.** If the Investor is an entity, it hereby further represents and warrants to the Fund and the General Partner as follows:

- (a) Power and Authority. The Investor has full power and authority to invest in the Fund and purchase Interests, and such investment has been duly approved by all necessary action on behalf of the Investor. The person signing this Subscription Agreement on behalf of the Investor is duly authorized to do so.
- (b) Participation by Owners. Under the Investor's governing documents and in practice, the participation of each beneficial owner of the Investor in the Fund cannot be varied as a result of any election or other decision made by any such beneficial owner.
- (c) Substantial Other Activities. The Investor has substantial business activities or investments other than its investment in the Fund and was not formed for the purpose of purchasing Interests in the Fund.

3. **ERISA Representations and Warranties.** If the Investor is an employee benefit plan as defined in the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), whether or not such plan is subject to ERISA, or a plan as defined in Section 4975(e)(1) of the IRC (an "**Employee Benefit Plan**"), or has 25% or more of any class of equity interests owned directly or indirectly by one or more Employee Benefit Plans (a "**25% Plan-Owned Subscriber**"), it hereby further represents and warrants to the Fund and the General Partner as follows:

- (a) Authorization. The person signing below is either (i) a named fiduciary (who is not a holder of Interests or an affiliate of any such person) with respect to the Investor with authority to cause the Investor to invest in the Fund and to appoint the General Partner as "investment manager", or (ii) executing this Subscription Agreement pursuant to the proper direction of such a named fiduciary, or (iii) an "investment manager" (as such term is defined under ERISA) which has been properly appointed by a named fiduciary to manage the assets of such plan. This investment has been duly approved by all other fiduciaries of the Investor whose approval is required, if any, and is not prohibited by ERISA or the IRC or prohibited or restricted by any provisions of the Investor's governing instruments or of any related agreement or instrument.

- (b) Independent Determination. The person executing this Subscription Agreement as a named fiduciary (or at the direction of a named fiduciary) of an Employee Benefit Plan or 25%-Plan Owned Subscriber (the “**Signer**”), has independently determined that, as to the Investor, this investment in the Fund satisfies all applicable requirements of Section 404(a)(1) of ERISA and is not prohibited under Section 406 of ERISA or Section 4975 of the IRC. The Signer has requested and received from the General Partner all information that the Signer, after due inquiry, deemed relevant to such determinations. The Signer has given appropriate consideration to those facts and circumstances, that given the scope of the Signer's investment duties, the Signer knows or should know are relevant to this investment, including the role the investment plays in that portion (or those portions) of the Signer's investment portfolio(s) with respect to which the Signer has investment duties. The Signer has taken into account that there is a risk of loss of this investment, and that this investment will be relatively illiquid so that invested funds will not be readily available for the payment of employee benefits. Taking into account these factors and all other factors relating to the Fund, the Signer has concluded that this investment is an appropriate part of the overall investment program of the Investor.
- (c) No Investment Advice Given. The Signer acknowledges that (i) neither the General Partner nor any of its affiliates provides any investment advice on a regular basis to the Investor or the Signer, or provided any investment advice that serves as the primary basis of any investment decisions the Signer makes as to any of the Investor's assets that would be invested in the Fund, or (ii) the Signer has obtained investment advice independent from the General Partner or its affiliates, and has not relied on the General Partner or any of its affiliates, in connection with the Signer's decision to make an investment in the Fund.
- (d) Investment for Benefit of Plan. In making an investment in the Fund, the Investor and the Signer are acting solely for the Investor's benefit and not for the benefit of the General Partner or any party in interest (as defined in ERISA) of the Investor.
- (e) Agreement to Give Notice of Certain Changes. Promptly after the Investor obtains knowledge thereof, the Signer will notify the General Partner in writing of (i) any termination, substantial contraction, merger or consolidation, or transfer of assets of the Investor; (ii) any amendment to the governing instrument(s) of the Investor that materially affects the investments of such Investor or the authority of any named fiduciary or investment manager to authorize investments by such Investor; and (iii) any change in the identity of any named fiduciary or investment manager of the Investor.
4. **Notice of Changes.** The Investor will promptly notify the General Partner in writing of any changes in the foregoing representations. Absent any such notice, such representations shall be deemed made by the Investor at the time of each investment by it in the Fund, and may be relied upon as complete and correct by the General Partner and the Fund.
5. **Adoption of Fund Agreement.** Effective upon the acceptance of this Subscription Agreement by the Fund, the Investor hereby accepts, adopts and agrees to be bound by each and every provision contained in the Fund Agreement, and agrees to become an Investor.
6. **Electronic Delivery.** If the Fund chooses to do so, the Investor hereby consents to the sending of any statements, reports and other communications regarding the Fund or the Investor's

investment in the Fund (including capital account information, subscription and redemption activity) by email or access to the web in lieu of faxed or mailed copies.

7. **Appointment as Investment Manager.** If the person executing this Subscription Agreement is doing so as a named fiduciary (or at the direction of a named fiduciary) of an Employee Benefit Plan referred to above, to the extent that 25% or more of the value of any class of equity interests in the Fund is held by “benefit plan investors” (as defined in the ERISA plan assets regulations promulgated by the U.S. Department of Labor at 29 C.F.R. 2510.3-101 et seq. (1986)), effective upon the acceptance of this Subscription Agreement by the Fund such named fiduciary hereby appoints the General Partner, in its capacity as the investment manager of the Fund, as the investment manager to such plan within Section 3(38) of ERISA, but only if and to the extent that the assets of the Fund are deemed to include “plan assets” of the Investor. The General Partner shall have the power to acquire and dispose of the assets of the Fund in accordance with the terms of the Fund Agreement. The General Partner hereby acknowledges that to the extent that 25% or more of the value of any class of equity interest in the Fund is held by “benefit plan investors”, it is a fiduciary with respect to any such plan to the extent that it manages the assets of the Fund.

8. **Power of Attorney.** The Investor, by its execution hereof, hereby irrevocably makes, constitutes and appoints the General Partner as its true and lawful agent and attorney-in-fact, with full power of substitution and full power and authority in its name, place and stead to make, execute, sign, acknowledge, swear to, record and register (i) the Fund Agreement and all certificates and other instruments deemed advisable by the General Partner to carry out the provisions of the Fund Agreement and applicable law or to permit the Fund to become or to continue as a limited partnership in each jurisdiction where the Fund may be doing business; (ii) all instruments that the General Partner deems appropriate to reflect a change or modification of the Fund Agreement in accordance with the Fund Agreement; (iii) all conveyances and other instruments or papers deemed advisable by the General Partner in connection with the Fund, including, without limitation, those to effect the dissolution and termination of the Fund; and (iv) all other instruments or papers which may be required or permitted by law to be filed on behalf of the Fund.

The Investor authorizes such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing, hereby giving such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite to be done in and about the foregoing as fully as such Investor might or could do if personally present, and hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive the death of the Investor and extend to the Investor's heirs, legal representatives, successors and assigns. The Investor hereby agrees to be bound by any representation made by such representative and attorney-in-fact acting in good faith pursuant to such power of attorney, and hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of such representative and attorney-in-fact taken in good faith pursuant to such power of attorney.

9. **Indemnification.** The Investor agrees to indemnify and hold harmless the General Partner, each other owner of Interests and the Fund from and against any and all losses, liabilities, claims, damages and expenses (including any expense reasonably incurred in investigating, preparing or defending against any claim whatsoever) related to any false representation or breach of any warranty or agreement contained herein. If instructions are given by the undersigned by facsimile,

the undersigned undertakes to send the original letter of instructions by courier delivery service to the General Partner and the Fund and agrees to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon facsimile instructions. The General Partner and the Fund may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons.

- 10. **Successors of the Investor.** The representations, warranties and agreements in this Subscription Agreement shall be binding on the Investor's successors, permitted assigns, heirs and legal representatives and shall inure to the benefit of the respective successors and assigns of the General Partner and the Fund.

- 11. **Arbitration.** Any controversy between the Investor and the Fund involving this Subscription Agreement will be submitted to arbitration on the request of any party to any such controversy in accordance with the Fund Agreement.

- 12. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts, each of which shall be considered an original.

- 13. **Applicable Law and Jurisdiction.** Except to the extent covered by applicable United States federal law, including without limitation ERISA, this Subscription Agreement and the rights and obligations of the parties hereto with respect to the subscription shall be interpreted and enforced in accordance with, and governed by, the laws of the State of Delaware applicable to agreements made and to be performed wholly within that jurisdiction.

- 14. **Florida Investors.** Notwithstanding any other provision of this Subscription Agreement to the contrary, if (i) five or more Florida investors have previously been admitted as Limited Partners of the Fund, (ii) the Investor is a Florida resident, and (iii) the Investor is not a bank, a trust company, a savings institution, an insurance company, a dealer, an investment company as defined in the Investment Company Act of 1940 as amended, a pension or profit-sharing trust, or a qualified institutional buyer as defined in Rule 144A under the Securities Act of 1933 as amended, then the sale of an Interest to the Investor pursuant to this Subscription Agreement is voidable by the Investor either within three days after the first tender of consideration is made by the Investor to the Fund or an agent of the Fund, or within three days after the availability of such privilege is communicated to the Investor, whichever occurs later.

- 15. **Entirety of Agreement; Amendment.** This Subscription Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements (whether oral or written), and may not be amended, modified, terminated or revoked except by written agreement of the parties. In the event of any conflict between the Fund Agreement and this Subscription Agreement, the Fund Agreement will prevail.

(signature page follows)

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

_____ , _____

AMOUNT INVESTED:

**SIGNATURE FOR INDIVIDUAL INVESTORS SIGNATURE FOR COMPANY,
CORPORATION, TRUST OR OTHER ENTITY INVESTORS**

(Signature)

(Print name of Entity Investor)

(Print Name)

(Signature)

(Signature of Joint Investor, if any)

(Print Name of Person Signing)

(Print Name of Joint Investor, if any)

(Title of Person Signing)

ACCEPTANCE

Theta Capital Partners, LLC, as general partner of the Fund, hereby accepts the above subscription to acquire Interests.

Dated:

THETA INVESTMENTS, LP

By: Theta Capital Partners, LLC

Its: General Partner

By: _____

Name: _____

Title: _____

AUTHORIZED SIGNATORY PAGE

Please provide the names of persons that are authorized by the Investor to give and receive instructions between the Fund and the Investor (each, an “**Authorized Signatory**”), together with their respective signatures. The Authorized Signatories will be the only persons authorized to give and receive such instructions until further written notice is provided to the Fund signed by one or more of these Authorized Signatories.

(Please attached additional pages if necessary)

Name of Authorized Signatory	Signature

EXHIBIT A

GENERAL INVESTOR INFORMATION

Please provide the following information as to the Investor, *not* any person completing this Subscription Agreement on the Investor's behalf, except that if you are acting as a custodian for a minor whose funds will be invested, please so indicate and complete the information as to both yourself and the minor. If the Interests will be held by more than one person in joint tenancy or as tenants in common (*as opposed to* as community property), please provide all information for each joint Investor.

GENERAL INFORMATION

Full Name of Investor (or custodian):

Investor's Social Security or, if an entity, Taxpayer ID No.:

Mailing
Address:

Business
Address:

Home
Phone:

Business
Phone:

Home
Fax:

Business
Fax:

Email Address:

Registered Address, if different than Mailing Address:

Wire Transfer Instructions (for dividends or redemptions proceeds):

Bank:

ABA#:

Address:

Account Number:

Account Name:

Federal Tax I.D. Number, if any: _____

Other Contact Information:

Marital Status (if applicable):

Married Single

Divorced Other:

INVESTOR'S EDUCATION

College/University

Degree/Major

Year

EMPLOYMENT OF INVESTOR

Name and address of employment:

Nature of employment:

If self-employed, nature of business:

Other

Experience of Investor:

Other positions/background related to financial business, accounting, economics, taxation or investment matters that demonstrate investment sophistication:

PROPOSED FORM OF OWNERSHIP: *Please check appropriate box:*

- | | | |
|--|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trust | <input type="checkbox"/> IRA |
| <input type="checkbox"/> Company | <input type="checkbox"/> Employee Benefit Plan | <input type="checkbox"/> Keogh Plan |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Joint/Tenants in
Common with Spouse |
| <input type="checkbox"/> Joint/Tenants In
Common with Person
other than Spouse | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____ |

If Investor is a corporation, trust, company, association or other entity, please identify (1) the jurisdiction under the laws of which Investor is organized and existing, and (2) the jurisdiction where Investor's principal place of business is located:

INSTITUTIONAL INVESTOR INFORMATION: *Please check appropriate box:*

- | | | |
|---|---|--|
| <input type="checkbox"/> Broker-Dealer | <input type="checkbox"/> Insurance Company | <input type="checkbox"/> Registered Investment Company |
| <input type="checkbox"/> Non-Profit Organization
(governmental pension plan) | <input type="checkbox"/> Pension Plan (excluding | <input type="checkbox"/> Banking or Thrift Institution
(proprietary) |
| <input type="checkbox"/> Sovereign Wealth Fund/
Foreign Official Institution | <input type="checkbox"/> State/Municipal Governmental
Pension Plan | <input type="checkbox"/> State/Municipal <i>Government Entity</i> *
(excluding governmental pension plan) |
| <input type="checkbox"/> Other: | | |

* "Government Entity" means any state or municipality or political subdivision thereof, including (i) any agency, authority, or instrumentality of the state or municipality; (ii) a plan or pool of assets controlled by the state or municipality or any agency, authority, or instrumentality thereof; and (iii) any officer, agent, or employee of the state or municipality or any agency, authority, or instrumentality thereof, acting in their official capacity.

EMPLOYEE BENEFIT PLAN INFORMATION

Yes No Investor is an “employee benefit plan” as defined in Section 3(3) of ERISA (whether or not the plan is subject to ERISA), or a plan as described in IRC Section 4975(e)(1).

Yes No Investor's underlying assets include “plan assets”, either by reason of investment by “benefit plan investors” (as defined in 29 C.F.R. 2510.3-101(f)) in a class of equity interests of Investor in an amount equal to 25% or more of the value of such class of equity interests (excluding for this purpose the value of any equity interests held by any person, other than a benefit plan investor, that has any discretionary authority or control with respect to the assets of the Investor or provides investment advice for a fee with respect to such assets, or any affiliate of any such person), or for any other reason.

PRIVATE FUNDS

Yes No Investor is a “private fund” -- i.e., an entity that would be an “investment company” under the Investment Company Act of 1940, as amended (the “**Investment Company Act**”) but for an exclusion under either Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

If “Yes”, Investor represents and warrants that the number of persons who beneficially own outstanding securities of Investor (other than its short term paper) within the meaning of Section 3(c)(1) of the Investment Company Act is as follows:

DUPLICATE REPORTS

If duplicate reports should be sent to an accountant, business manager, or other adviser, provide the following information for each person authorized to receive them (please attach additional pages if needed):

Name:

Address:

Telephone:

Fax:

E-Mail:

EXHIBIT B
ACCREDITED INVESTOR STATUS

To ensure that the offering of Interests in the Fund is exempt from registration under the Securities Act of 1933, as amended (the “**1933 Act**”), each investor must be an “accredited investor” as such term is defined in Regulation D under the 1933 Act (an “**Accredited Investor**”). The categories of Accredited Investors are listed below.

Please check all boxes below that describe Investor. If Investor is a custodian acting for one or more minors, responses below should apply to each minor, not to the custodian.

- INDIVIDUAL WITH \$1 MILLION NET WORTH.** A natural person whose individual net worth, or joint net worth with his or her spouse, exceeds \$1 million.¹
- INDIVIDUAL WITH \$200,000 INDIVIDUAL ANNUAL INCOME.** A natural person (not an entity) who had an individual income in excess of \$200,000 in each of preceding two years and has a reasonable expectation of reaching same income level in current year.
- INDIVIDUAL WITH \$300,000 JOINT ANNUAL INCOME.** A natural person (not an entity) who had joint income with his or her spouse in excess of \$300,000 in each of the preceding two years and has a reasonable expectation of reaching the same income level in the current year.
- ELIGIBLE EMPLOYEE OF THE FUND OR THE GENERAL PARTNER.** A natural person (not an entity) who serves the Fund or the General Partner in the capacity of director, executive officer, manager or general partner.
- CORPORATIONS OR PARTNERSHIPS.** A corporation, partnership, or similar entity that has in excess of \$5 million of assets and was not formed for the specific purpose of acquiring Interests.
- REVOCABLE TRUST.** A trust that is revocable by its grantors and *each* of whose grantors is an Accredited Investor. Please attach information about the name and qualification of each such person.
- IRA OR SIMILAR BENEFIT PLAN.** An IRA, Keogh or similar benefit plan that covers only a non-employee who is an Accredited Investor. Please attach information about the name and qualification of each such person.
- PARTICIPANT-DIRECTED EMPLOYEE BENEFIT PLAN ACCOUNT.** A participant-directed employee benefit plan (*e.g.*, many 401(k) plans), investing at the direction of and

¹ For purposes of calculating net worth, (i) the person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence, shall not be included as a liability (except if the amount of such indebtedness outstanding increased in the 60-day period prior to completion of this questionnaire by Investor, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability.

for the account of a participant who is an Accredited Investor. Please attach information about the name and qualification of each such person.

- OTHER ERISA PLAN.** An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”) *other than* a participant-directed plan (i) with total assets in excess of \$5 million *or* (ii) for which investment decisions (including the decision to purchase Interests) are made by a bank, registered investment adviser, savings and loan association, or insurance company.

- GOVERNMENT BENEFIT PLAN.** A plan established and maintained by a state, its political subdivisions (*e.g.*, municipalities), or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of \$5 million.

- IRREVOCABLE TRUST.** A trust (*other than* an ERISA employee benefit plan) that (i) is not revocable by its grantor(s), (ii) has in excess of \$5 million of assets, (iii) was not formed for the specific purpose of acquiring Interests, and (iv) is 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 an investment in the Fund.

- NON-PROFIT ENTITY.** An organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), with total assets in excess of \$5 million (including endowment, annuity and life income funds), as shown by the organization's most recent audited financial statements.

- OTHER INSTITUTIONAL INVESTOR (*check one*).**
 - A bank, as defined in Section 3(a)(2) of the 1933 Act (whether acting for its own account or in a fiduciary capacity);
 - a “savings and loan association,” building and loan association”, “cooperative bank”, “homestead association” or similar institution, as such terms are defined in Section 3(a)(5)(A) of the 1933 Act (whether acting for its own account or in a fiduciary capacity);
 - a broker-dealer registered under the Securities Exchange Act of 1934, as amended;
 - an insurance company, as defined in Section 2(13) of the 1933 Act;
 - an investment company registered under the Investment Company Act of 1940, as amended (the “**Investment Company Act**”);
 - a “business development company,” as defined in Section 2(a)(48) of the Investment Company Act;
 - a small business investment company licensed under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended, or
 - a “business development company”, as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.

- ENTITY OWNED ENTIRELY BY ACCREDITED INVESTORS.** A corporation, partnership, or other entity *each* of whose equity owners is an Accredited Investor. Please attach information about the name and qualification of each such person.

- NOT AN ACCREDITED INVESTOR.**

EXHIBIT C
QUALIFIED CLIENT STATUS

The Fund is not permitted to make a Performance Allocation to the General Partner with respect to any Investor who is not a “qualified client” as that term is defined in Regulation 205-3 under the Investment Advisers Act of 1940, as amended. Please indicate the basis of “qualified client” status of Investor by checking the applicable statements.

Investor (indicate all that apply):

- has at least \$1,000,000 under management with the investment adviser to the Fund (including those assets contributed to the Fund);
- has a net worth, or a joint net worth with his or her spouse in the case of a natural person, of more than \$2,000,000;²
- is an executive officer, director, general partner, manager or Advisory Employee (as defined below) of the General Partner;
- is a “qualified purchaser” as defined in section 2(a)(51)(A) of the Investment Company Act of 1940, as amended (“**Investment Company Act**”).

For purposes of determining whether Investor is a “qualified client,” the following term has the following meaning:

“**Advisory Employee**” means an employee of the General Partner who has participated in the investment activities of the General Partner (other than in a clerical, secretarial or administrative capacity) as part of his or her regular duties, *provided that* he or she has performed such duties on behalf of the General Partner or substantially similar duties for another investment adviser for at least 12 months.

(IF THE ONLY BOX YOU CHECKED WAS THE “QUALIFIED PURCHASER” BOX, COMPLETE THE BALANCE OF THIS EXHIBIT C.)

Whether you are a Qualified Purchaser depends on whether you own “Investments” worth at least \$5 million or, for certain types of entities, own or have discretionary authority over “Investments” worth at least \$25 million, in each case net of “Acquisition Indebtedness” (as defined below). The definition of “Investments” is technical. Please base your response when checking the following boxes on the information set forth under the heading “Certain Definitions” following the boxes. Except where otherwise indicated, investments may be valued at either cost or their market value on the most recent practicable date.

Please check all boxes below that describe Investor. If Investor is a custodian acting for one or more minors, responses should apply to each minor, *not* to the custodian.

² For purposes of calculating net worth, (i) the person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence, shall not be included as a liability (except if the amount of such indebtedness outstanding increased in the 60-day period prior to completion of this questionnaire by Investor, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability.

- INDIVIDUAL WITH \$5 MILLION IN INVESTMENTS.** A natural person whose Investments, including Investments owned jointly or as community property with Investor's spouse, have a value, net of Acquisition Indebtedness, of at least \$5 million. Note: If a married couple is subscribing to hold Interests in joint tenancy, only one spouse must satisfy the test.
- FAMILY COMPANY WITH \$5 MILLION IN INVESTMENTS.** A Family Company *not formed for the purpose of buying Interests* whose Investments have a value, net of Acquisition Indebtedness, of at least \$5 million.
- TRUST FORMED BY QUALIFIED PURCHASER.** A trust *not formed for the purpose of buying Interests* that was established and funded by persons who meet one of the definitions of “Qualified Purchaser” in this Part and for which investment decisions are made by persons who meet one of such definitions. This includes IRAs, Keoghs, and similar retirement planning vehicles, owned and directed by Qualified Purchasers, as well as investments by participant-directed employee benefit plans where the participant is a Qualified Purchaser.
- ENTITY OWNED ENTIRELY BY QUALIFIED PURCHASERS.** A corporation, partnership, or other entity *all* of whose securities and other ownership interests are beneficially owned by Qualified Purchasers (*Note: no ownership interests may be held by non-Qualified Purchasers*). Please attach information about the name and qualification of each such person.
- ENTITY WITH \$25 MILLION IN INVESTMENTS.** Any corporation, partnership, or other business entity, other than one described above, that (i) was *not formed for the purpose of buying Interests* and (ii) owns or has investment discretion over Investments with a value, net of Acquisition Indebtedness, of at least \$25 million. Such corporation, partnership or other business entity is subscribing:
 - For itself; or
 - For a person or entity that is a “Qualified Purchaser” as defined above.

If Investor is a “private fund” exempt from registration as an investment company under the Investment Company Act by virtue of Section 3(c)(1) of the Investment Company Act, and was relying on that exemption on October 11, 1996, then Investor:

- has* obtained the consent of all of its beneficial owners that had invested before April 30, 1996, as contemplated in Section 2(a)(51)(C) of the Investment Company Act and Rule 2a-51(c) under the Investment Company Act; or
- has *not* obtained such a consent.

CERTAIN DEFINITIONS

For purposes of determining whether Investor is a “Qualified Purchaser”, the following terms have the following meanings:

“*Investments*” means the following types of assets:

Securities. All securities, including stocks, bonds, notes, limited partnership interests, etc., *but excluding* securities of any company Investor controls, is controlled by, or is under common control with, *unless* that company is a registered investment company; privately-offered investment fund; broker-dealer, bank, insurance company, finance company, commodity pool; company that files periodic reports with the SEC; company listed on a “designated offshore securities market” (within the meaning of Regulation S); or company with shareholders' equity of at least \$50 million.

Real Estate held for investment purposes - i.e. not used by Investor or any “related person” (as defined below) of Investor for personal purposes (*e.g.*, as a personal residence), as a place of business, or in connection with the conduct of a business of Investor or any “related person” of Investor. Residential real estate is not used for personal purposes if deductions as to it are allowable under the Internal Revenue Code.

Commodity Interests (futures contracts, options on futures contracts, options on physical commodities traded on or subject to contract market regulation, “swaps” and other financial contracts), and *Physical Commodities* held for investment purposes. The value of a Commodity Interest is the value of the initial margin or option premium deposited in connection with the Commodity Interest.

Cash and Cash Equivalents (including certificates of deposit, bankers acceptances and similar instruments, and the cash surrender value of insurance policies) held for investment purposes. This *excludes* cash used by Investor to meet its day-to-day expenses or for working capital.

“*Acquisition Indebtedness*” means outstanding indebtedness incurred by Investor to acquire any of the investments counted above. If Investor is a Family Company (*see* definition below), include indebtedness incurred by owners of Investor to acquire Investor's investments.

“*Family Company*” means a company that is owned, directly or indirectly, by or for two or more natural persons related as siblings or spouse (including former spouse), or direct lineal descendants by birth or adoption, spouses of such persons, estates of such persons, or foundations, charitable organizations, or trusts established for the benefit of such persons.

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

EXHIBIT D
ELIGIBILITY TO PARTICIPATE IN “NEW ISSUES”
INDIVIDUALS, JOINT ACCOUNTS, IRAS AND KEOGHS

FINRA rules prevent brokers from selling securities to the Fund in equity initial public offerings (“*new issues*”) unless the Fund and independent counsel or accountants make certain formal representations as to the eligibility of all Investors who will share in the ownership of new issues through the Fund. To enable the General Partner, the Fund, and such counsel and accountants to make those representations, each Investor who wishes to participate in new issues must provide the information requested below. If the Investor does not provide adequate information below, the Investor will be *presumed to be ineligible* to participate in new issues.

- IF THE INVESTOR DOES NOT WISH TO PARTICIPATE IN ANY PROFITS AND LOSSES ATTRIBUTABLE TO NEW ISSUES, PLEASE CHECK HERE. (If this box is checked, the Investor may skip the remainder of this Questionnaire.)**

Please provide the following information as to the Investor, not any person completing this Subscription Agreement on the Investor's behalf, except that if you are acting as a custodian for a minor whose funds will be invested, please so indicate and complete the information as to both yourself and the minor. If limited partnership interests of the Fund (the “**Interests**”) will be held by more than one person in joint tenancy or as tenants in common (as opposed to as community property), please provide all information for each joint Investor.

Provide the following information as to each natural person who will have a *beneficial interest*³ in the Interests.

1. Determination of Restricted Status for FINRA Rule 5130 (Check each of the following that describes the Investor.)

- The Investor is a member of FINRA or a non-member broker or dealer (a “**Broker-Dealer**”).
- The Investor is an officer, director, general partner or employee of; or a *person associated with*⁴, a Broker-Dealer other than a *limited business broker-dealer*⁵.

³ As defined by FINRA, “*beneficial interest*” means any economic interest, such as the right to share in gains or losses in the Interests. The receipt of a management or performance based fee for operating a collective investment account, or other fees for acting in a fiduciary capacity, are not considered a beneficial interest in the Interests.

⁴ A “*person associated with*” a Broker-Dealer is any sole proprietor, general or limited partner, officer, director, or branch manager of any Broker-Dealer (or any natural person occupying similar status or performing similar functions), or any natural person engaged in the investment banking or securities business of a Broker-Dealer who directly or indirectly controls or is controlled by a Broker-Dealer (for example, any employee), whether or not registered as a representative with FINRA or exempt from registration.

- ❑ The Investor is an agent of a Broker-Dealer, other than a *limited business broker-dealer*, who is engaged in the investment banking or securities business.
- ❑ The Investor is an *immediate family member*⁶ of a person described in either of the preceding two items, if such person (a) provides *material support*⁷ to, or receives *material support* from the family member; (b) is employed by or associated with the Broker-Dealer, or an *affiliate*⁸ of the Broker-Dealer, that engages in the practice of selling new issues; or (c) has the ability to control the allocation of new issues.
- ❑ The Investor is a person who directly owns 10% or greater of the equity securities of a Broker-Dealer other than a *limited business broker-dealer*, as listed, or required to be listed, in Schedule A and/or Schedule C of Form BD.
- ❑ The Investor is a person who indirectly owns equity securities of a Broker-Dealer other than a *limited business broker-dealer*, as listed, or required to be listed, in Schedule B and/or Schedule C of Form BD, unless such listing relates to a person listed on Schedule A that owns less than 10% of the Broker-Dealer.
- ❑ The Investor is a person who directly or indirectly owns 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD (other than (a) a reporting company that is listed on a national securities exchange or is traded on the Nasdaq National Market, or (b) with respect to a Broker-Dealer that is a *limited business broker-dealer*).
- ❑ The Investor is a person who directly or indirectly owns 25% or more of a public reporting company listed, or required to be listed, in Schedule B of a Form BD (other than (a) a reporting company that is listed on a national securities exchange or is traded on the Nasdaq National Market, or (b) with respect to a Broker-Dealer that is a *limited business broker-dealer*).

Please note that an Investor may be required to provide additional information under this Section.

⁵ A *“limited business broker-dealer”* means any Broker-Dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contract securities and direct participation program securities.

⁶ *“immediate family member”* means a person's parents, mother-in-law or father-in-law, spouse, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law, and children, and any individual to whom the person provides *material support*.

⁷ *“material support”* means directly or indirectly providing more than 25% of a person's income in the prior calendar year. Members of the immediate family living in the same household are deemed to be providing each other with material support.

⁸ *“affiliate”* means a company (as defined in FINRA Rule 5121) which controls, is controlled by or is under common control with a Broker-Dealer. *“control”* generally means beneficial ownership of 10% or more of the equity of an entity or the power to direct or cause the direction of the management or policies of an entity, see FINRA. Rule 5121 for a complete definition of *“control”* and *“common control”*.

- The Investor is an *immediate family member* of a person described in any of the preceding four items, unless such person (a) does not provide *material support* to, or receive *material support* from, the *immediate family member*; (b) is not an owner of the Broker-Dealer, or an *affiliate* of the Broker-Dealer, selling new issues; and (c) has no ability to control allocation of new issues.
- The Investor is a person who is acting as a finder or in any fiduciary capacity (for example, as an attorney, accountant or financial consultant) to a managing underwriter of any new issues, or an *immediate family member* who provides *material support* to, or receives *material support* from, such person.
- The Investor is a person who has authority to buy or sell securities for a bank, savings and loan institution,⁹ insurance company, investment company, investment advisor, or *collective investment account*⁹ or an *immediate family member* who provides *material support* to, or receives *material support* from, such person.

OR

- None of the foregoing applies to the Investor.

2. Determination of Restricted Status for FINRA Rule 5131 (Check the following that describes the Investor.)

- The Investor is a person who (a) is an executive officer or director of a *public company*¹⁰ or a *covered non-public company*¹¹ or (b) receives *material support* from an executive officer or director of a *public company* or a *covered non-public company* (such person, a “**Covered Person**”).

If this box is checked, provide the name(s) of each such *public company* or *covered non-public company*:

⁹ “*collective investment account*” means a hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities. A collective investment account does not include a “family investment vehicle,” which means a legal entity that is beneficially owned solely by *immediate family members*, or an “investment club,” which means a group of friends, neighbors, business associates, or others who pool their money to invest in stock or other securities and are collectively responsible for making investment decisions.

¹⁰ “*public company*” means any company that is registered under Section 12 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or any company that files periodic reports pursuant to Section 15(d) of the Exchange Act.

¹¹ “*covered non-public company*” means any non-public company with: (a) income of at least \$1 million in the last fiscal year or in two of the last three fiscal years and shareholders' equity of at least \$15 million, (b) shareholders' equity of at least \$30 million and a two-year operating history, or (c) total assets and total revenue of at least \$75 million in the latest fiscal year or in two of the last three fiscal years.

(Attach additional pages if necessary.)

OR

- None of the foregoing applies to the Investor.

**ELIGIBILITY TO PARTICIPATE IN “NEW ISSUES”
CORPORATIONS, LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, TRUSTS AND OTHER ENTITIES**

FINRA rules prevent brokers from selling securities to the Fund in equity initial public offerings (“*new issues*”) unless the Fund and independent counsel or accountants make certain formal representations as to the eligibility of all Investors who will share in the ownership of new issues through the Fund. To enable the General Partner, the Fund, and such counsel and accountants to make those representations, each Investor who wishes to participate in new issues must provide the information requested below. If the Investor does not provide adequate information below, the Investor will be *presumed to be ineligible* to participate in new issues.

- IF THE INVESTOR DOES NOT WISH TO PARTICIPATE IN ANY PROFITS AND LOSSES ATTRIBUTABLE TO NEW ISSUES, PLEASE CHECK HERE. (If this box is checked, the Investor may skip the remainder of this Questionnaire.)**

Please provide the following information as to each Investor who will have a *beneficial interest*¹² in the limited partnership interests of the Fund (the “**Interests**”). **If the Investor is a revocable trust, each grantor (settlor) of the trust must provide the information requested.**

1. **Determination of Exempt Person Status (Check the following that describes the Investor.)**

- The Investor is an employee benefit plan that is qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended, and such plan is not sponsored solely by a member of FINRA or a non-member broker or dealer (a “**Broker-Dealer**”).
- The Investor is a state or municipal government benefits plan that is subject to state and/or municipal regulation.
- The Investor is a common trust fund or similar fund described in Section 3(a)(12)(A)(iii) of the Securities Exchange Act of 1934, as amended, and the fund (a) has investments from 1,000 or more accounts, and (b) does not limit beneficial interests in itself principally to trust accounts of persons listed in Section 2, below (“**Restricted Persons**”).
- The Investor is an insurance company general, separate, or investment account, and (a) the account is funded by premiums from 1,000 or more policyholders, or, if a general account, the insurance company has 1,000 or more policyholders, and (b) the insurance company does not limit the policyholders whose premiums are used to fund the account principally to Restricted Persons, or, if a general account, the insurance company does not limit its policyholders principally to Restricted Persons.

¹² As defined by FINRA, “*beneficial interest*” means any economic interest, such as the right to share in gains or losses in the Interests. The receipt of a management or performance based fee for operating a collective investment account, or other fees for acting in a fiduciary capacity, are not considered a beneficial interest in the Interests.

- The Investor is (a) a publicly-traded entity (other than a Broker-Dealer or an *affiliate*¹³ of a Broker-Dealer where such Broker-Dealer is authorized to engage in the public offering of IPOs either as a selling group member or underwriter) that is listed on a national securities exchange or listed on the Nasdaq National Market; or (b) a foreign issuer whose securities meet the quantitative designation criteria for listing on a national securities exchange or trading on the Nasdaq National Market.
- The Investor is an investment company registered under the Investment Company Act of 1940, as amended.
- The Investor is an investment company organized under the laws of a foreign jurisdiction whose securities are either (a) listed on a foreign exchange or (b) authorized for sale to the public by a foreign regulatory authority and in which no person owning more than 5% of any class of outstanding equity securities of the investment company is a Restricted Person.
- The Investor is a tax-exempt charitable organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- The Investor is a church plan as described in Section 414(e) of the Internal Revenue Code of 1986, as amended.

(If the Investor checked any of the foregoing, the Investor may skip the remainder of this Questionnaire.)

OR

- None of the foregoing applies to the Investor. **(If this box is checked, please proceed to Section 2 of this Questionnaire.)**

2. Determination of Restricted Status for FINRA Rule 5130 (Check each of the following that describes the Investor.)

- The Investor is a Broker-Dealer.
- The Investor is a person that directly owns 10% or greater of the equity securities of a Broker-Dealer other than a *limited business broker-dealer*¹⁴, as listed, or required to be listed, in Schedule A and/or Schedule C of Form BD.

¹³ “*affiliate*” means a company (as defined in FINRA Rule 5121) which controls, is controlled by or is under common control with a Broker-Dealer. “*control*” generally means beneficial ownership of 10% or more of the equity of an entity or the power to direct or cause the direction of the management or policies of an entity, see FINRA Rule 5121 for a complete definition of “control” and “common control”.

¹⁴ “*limited business broker-dealer*” means any Broker-Dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contract securities and direct participation program securities.

- The Investor is a person that indirectly owns equity securities of a Broker-Dealer other than a *limited business broker-dealer*, as listed, or required to be listed, in Schedule B and/or Schedule C of Form BD, unless such listing relates to a person listed on Schedule A that owns less than 10% of the Broker-Dealer.
- The Investor is a person that directly or indirectly owns 10% or more of a public reporting company listed, or required to be listed, in Schedule A of Form BD (other than (a) a reporting company that is listed on a national securities exchange or is traded on the Nasdaq National Market, or (b) with respect to a Broker-Dealer that is a *limited business broker-dealer*).
- The Investor is a person that directly or indirectly owns 25% or more of a public reporting company listed, or required to be listed, in Schedule B of a Form BD (other than (a) a reporting company that is listed on a national securities exchange or is traded on the Nasdaq National Market, or (b) with respect to a Broker-Dealer that is a *limited business broker-dealer*).

Please note that an Investor may be required to provide additional information under this Section.

- The Investor is a person who is acting as a finder or in any fiduciary capacity (for example, as an attorney, accountant or financial consultant) to a managing underwriter of any new issues.
- The Investor is a person who has authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor, or *collective investment account*.¹⁵

(If the Investor is not a *collective investment account*, the Investor may skip Section 3 and proceed to Section 4.)

3. Determination of Restricted Status for FINRA Rule 5130 for Collective Investment Accounts

- If the Investor is a *collective investment account*, the Investor hereby represents that the Investor is eligible to participate in new issues in compliance with FINRA Rule 5130.

Yes No

If yes, then (a) the Investor is a *collective investment account* of which an aggregate of 10% or less of the *beneficial interests* are owned by the following persons with restricted characteristics and persons described in Section 2 of this Questionnaire, or (b) the Investor is a *collective investment account* in which no more than 10% of the profits and losses of new issues is allocated to the

¹⁵ “*collective investment account*” means a hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities. A collective investment account does not include a “family investment vehicle,” which means a legal entity that is beneficially owned solely by *immediate family members*, or an “investment club,” which means a group of friends, neighbors, business associates, or others who pool their money to invest in stock or other securities and are collectively responsible for making investment decisions.

following persons with restricted characteristics *and* persons described in Section 2 of this Questionnaire **(check either item (a) or item (b) above)**:

- (i) A Broker-Dealer.
- (ii) An officer, director, general partner or employee of, or a *person associated with*¹⁶, a Broker-Dealer other than a *limited business broker-dealer*.
- (iii) An agent of a Broker-Dealer, other than a *limited business broker-dealer*, that is engaged in the investment banking or securities business.
- (iv) An *immediate family member*¹⁷ of a person described in either of the preceding two items, if such person (a) provides *material support*¹⁸ to, or receives *material support* from, the *immediate family member*; (b) is employed by or associated with a Broker-Dealer that engages in the practice of selling new issues; or (iii) has the ability to control the allocation of new issues.
- (v) An individual who directly owns 10% or greater of the equity securities of a Broker-Dealer other than a *limited business broker-dealer*, as listed, or required to be listed, in Schedule A and/or Schedule C of Form BD.
- (vi) An individual who indirectly owns equity securities of a Broker-Dealer other than a *limited business broker-dealer*, as listed, or required to be listed, in Schedule B and/or Schedule C of Form BD, unless such listing relates to a person listed on Schedule A that owns less than 10% of the Broker-Dealer.
- (vii) An individual who directly or indirectly owns 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD (other than (a) a reporting company that is listed on a national securities exchange or is traded on the Nasdaq National Market, or (b) with respect to a Broker-Dealer that is a *limited business broker-dealer*).
- (viii) An individual who directly or indirectly owns 25% or more of a public reporting company listed, or required to be listed, in Schedule B of a Form BD (other than (a) a reporting company that is listed on a national securities exchange or is traded

¹⁶ A “*person associated with*” a Broker-Dealer is any sole proprietor, general or limited partner, officer, director, or branch manager of any Broker-Dealer (or any natural person occupying similar status or performing similar functions), or any natural person engaged in the investment banking or securities business of a Broker-Dealer who directly or indirectly controls or is controlled by a Broker-Dealer (for example, any employee), whether or not registered as a representative with FINRA or exempt from registration.

¹⁷ “*immediate family member*” means a person's parents, mother-in-law or father-in-law, spouse, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law, and children, and any individual to whom the person provides *material support*.

¹⁸ “*material support*” means directly or indirectly providing more than 25% of a person's income in the prior calendar year. Members of the immediate family living in the same household are deemed to be providing each other with material support.

on the Nasdaq National Market, or (b) with respect to a Broker-Dealer that is a *limited business broker-dealer*).

- (ix) An *immediate family member* of a person described in (v) through (viii) above unless such person (a) does not provide *material support* to, or receive *material support* from, the *immediate family member*; (b) is not an owner or an *affiliate* of a Broker-Dealer selling new issues; and (c) has no ability to control the allocation of new issues.
- (x) A person who is acting as a finder or in any fiduciary capacity (for example, as an attorney, accountant or financial consultant) to a managing underwriter of any new issues, or an *immediate family member* who provides *material support* to, or receives *material support* from, such person.
- (xi) A person who has authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor, or *collective investment account*, or an *immediate family member* who provides *material support* to, or receives *material support* from, such person.

4. Determination of Restricted Status for FINRA Rule 5131 (Check the following that describes the Investor.)

- The Investor is an entity of which all or some of its *beneficial interests* are owned by one or more persons who (a) are an executive officer or director of a *public company's* or a *covered non-public company'* or (b) receive *material support* from an executive officer or director of a *public company* or a *covered non-public company* (such persons, "**Covered Persons**").

If *this* box is checked, provide (a) the name(s) of each such *public company*¹⁹ or *covered non-public company*²⁰ and (b) the percentage share of profits or losses attributable to new issues to be received by all Covered Persons related to each such company.

Name of Company:	Share of profits:
_____	_____%
_____	_____%

¹⁹ "*public company*" means any company that is registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or any company that files periodic reports pursuant to Section 15(d) of the Exchange Act.

²⁰ "*covered non-public company*" means any non-public company with: (a) income of at least \$1 million in the *last* fiscal year or in two of the last three fiscal years and shareholders' equity of at least \$15 million, (b) shareholders' equity of at least \$30 million and a two-year operating history, or (c) total assets and total revenue of at least \$75 million in the latest fiscal year or in two of the last three fiscal years.

_____ %
_____ %

(Attach additional pages if necessary.)

OR

- The Investor is an entity of which none of its *beneficial interests* are owned by any Covered Person.

**EXHIBIT E
ADDITIONAL SUBSCRIPTION FORM**

Dated: _____, _____

Theta Capital Partners, LLC
1600 15th Street, Suite 637
San Francisco, California 94114

Re:
(Investor Name - As recorded on Fund records)

Ladies and Gentlemen:

The undersigned hereby wishes to contribute additional capital to subscribe for additional Interests in Theta Investments, LP (the "**Fund**"). The undersigned shall contribute such capital by making a payment by wire in the manner indicated on the attached payment information sheet. Please indicate amount to be invested.

Total Subscription Amount \$

Desired Subscription Date

(Effective the 1st Business Day of the month immediately following acceptance of subscription by the Fund)

The undersigned acknowledges that: (i) the undersigned is purchasing additional Interests on the terms and conditions contained in the Confidential Offering Memorandum of the Fund, as amended from time to time, and the Subscription Agreement previously executed by the undersigned and accepted by the Fund, and (ii) the representations and warranties of the undersigned contained in the Subscription Agreement are true and correct in all material respects as of the date set forth above. **THE UNDERSIGNED AGREES TO NOTIFY THE FUND'S GENERAL PARTNER PROMPTLY SHOULD THERE BE ANY CHANGE IN ANY OF THE FOREGOING INFORMATION.**

**For Corporation, Fund, Trust
or Other Entity Investor:**

For Individual Investors:

Print Name: _____

(Print Name of Entity)

(Signature)

(If any Joint Investors)

By: _____

Print Name: _____

Print Name:

Title:

(Signature)

ACCEPTANCE OF ADDITIONAL SUBSCRIPTION

Theta Capital Partners, LLC, as general partner of the Fund, hereby accepts the above additional subscription to acquire Interests.

Dated:

THETA INVESTMENTS, LP

By: Theta Capital Partners, LLC,
Its General Partner

By:

Name:

Title:

**EXHIBIT F
WITHDRAWAL REQUEST**

Dated: _____, _____

Theta Capital Partners, LLC
1600 15th Street, Suite 637
San Francisco, California 94114

E-mail: rkellites@gmail.com

Re:
(Investor Name-as recorded on Fund records)

Ladies and Gentlemen:

The Investor hereby requests that Theta Investments, LP (the "**Fund**") shall redeem:²¹

_____ *all* of the Investor's capital account.

_____ \$_____ amount of Investor's capital account.

Election Regarding Minimum Investments Requirements:

In the event that (i) after such redemption the value on such Withdrawal Date of the Investor's capital account would be less than \$100,000 and (ii) Theta Capital Partners, LLC, the Fund's General Partner does not consent to the investor's remaining investment being reduced to less than \$100,000, please: *(check one)*

disregard this Withdrawal Request.

accept this Withdrawal Request as a request for withdrawal of all the Investor's capital account in the Fund.

Updated Wire Instruction Information:

If the original instructions for the account to which the cash proceeds of the Interests to be sent are different from the original instructions as disclosed in the Subscription Agreement, please note the updated wire transfer instructions below. I understand that neither the Fund nor the Fund's General Partner assumes any responsibility for paying funds per the revised instructions. _____ *(initials)*

²¹ Withdrawal Requests will not be processed until the General Partner has received all documents and other information it requires in accordance with applicable laws and Fund policies.

Name of Bank:

Address of Bank:

ABA Number/SWIFT Code:

Beneficiary Bank (if applicable):

Account No.:

Sub Account Number (if applicable):

Name Under Which Account is Held:

REF (if any):

Very truly yours,

Signature of Investor

(Print name)

Mailing Address

WITHDRAWAL REQUESTS MUST BE UNCONDITIONAL.