

PURCHASER ACKNOWLEDGMENT

1. The Membership Interests being acquired by the Purchaser are being acquired for the Purchaser's own account, for investment only, and not with a view to resale or other distribution.

2. The Purchaser has been advised of the considerable risk factors associated with an investment in the Membership Interests, including the risk that the Company will not generate any profits, and has considered those risks prior to agreeing to make the Capital Contribution to the Company.

3. THE MEMBERSHIP INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. INSTEAD, THE MEMBERSHIP INTERESTS ARE BEING ISSUED TO THE PURCHASER IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SECTION 4(2) OF THE SECURITIES ACT AND/OR REGULATION D OF THE GENERAL RULES AND REGULATIONS OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, AND UPON PRIVATE PLACEMENT EXEMPTIONS SET FORTH IN THE LAWS OF THE APPLICABLE STATES.

4. The Purchaser will not sell or otherwise dispose of any of the Membership Interests except upon (A) registration of the Membership Interests under the Securities Act, or (B) compliance with such other exemption from registration as may be applicable to the transaction, and otherwise as permitted under the Operating Agreement.

5. The Purchaser has been given ample opportunity to consult with counsel of the Purchaser's own choice for further explanation of the Purchaser's duties and liabilities under applicable securities and tax laws and this Subscription Agreement.

6. The Purchaser must, and is able to, bear the economic risks of the investment in the Membership Interests until the Membership Interests have been registered under, or otherwise may be disposed of, in accordance with the Securities Act and may otherwise be transferred pursuant to the Operating Agreement. Pursuant to the Operating Agreement, the Membership Interests may not be transferred without the prior consent of the Manager.

7. The Purchaser is an "accredited investor," as that term is defined in Regulation D under the Securities Act. The Purchaser has checked the box below indicating the basis on which the Purchaser is an "accredited investor":

- a bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Securities Exchange Act"); an insurance company as

defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; a small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, and such plan has total assets in excess of \$5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are "accredited investors";

- a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- a natural person whose individual net worth, or joint net worth with the undersigned's spouse, at the time of this purchase exceeds \$1,000,000;
- a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with the undersigned's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment; or
- an entity in which all of the equity holders are "accredited investors" by virtue of their meeting one or more of the above standards.

8. The Purchaser has been provided with, or given complete access to, all material books and records of the Company, all material contracts and documents relating to the Membership Interests, and any additional information the Purchaser deems necessary or desirable in order to evaluate the risks and merits of acquiring the Membership Interests.

9. The Purchaser has had an opportunity to ask questions of, and, if asked, to receive satisfactory answers from, the Company, through its Manager, concerning all material matters relating to the financial condition, business affairs and prospects of the Company, to verify all information which has been furnished to the Purchaser incident to this offering, and to obtain any additional material information possessed by or available to the Company without unreasonable effort or expense.

10. As a result of the Purchaser's study of the documents described in Section 2.14 above, and the Purchaser's prior overall experience in financial and business matters, the Purchaser is able to evaluate the capital structure of the Company, the business of the Company and the risks and merits of owning the Membership Interests.

11. In agreeing to make the Capital Contribution to the Company, the Purchaser is relying solely on the Purchaser's own judgment and the judgment of the Purchaser's own advisors. The Purchaser is not relying on any statements made by the Company or its Manager, employees or agents.

PURCHASER:

Print Name: _____