



## **FINISTERRE HEDGE FUND, L.P.**

**Private Placement  
of  
Limited Partnership Interests**

### **Subscription Documents**

**Investment is Limited to**

**Accredited Investors  
and  
Qualified Clients**

**Minimum Investment  
Individual \$250,000  
Institution \$500,000**

**FINISTERRE HEDGE FUND, L.P.  
FINISTERRE CAPITAL MANAGEMENT, LLC**

**General Partner  
3050 Biscayne Blvd.  
Suite 501  
Miami, FL 33137  
Tel: (305) 926.0334**

October 8, 2024

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**FINISTERRE HEDGE FUND, L.P.**  
**FINISTERRE CAPITAL MANAGEMENT, LLC**  
**General Partner**  
**3050 Biscayne Blvd.**  
**Suite 501**  
**Miami, FL 33137**

Dear Subscriber,

In order for you to be an investor in this fund, you must be an Accredited Investor and must be able to verify your net income or net worth in one of the following ways:

**On Line Secure Verification: (ADMIN CLIENTS ONLY)**

Your status as an “Accredited Investor” can be independently verified by your accessing a secure and private verification web page. All information is secure, private and is not disclosed to the management or the administrator of **FINISTERRE HEDGE FUND, L.P.** The only information provided to the management or administrator is the confirmation of your status as an Accredited Investor.

**OR**

**Net Income Verification**

You must submit individual’s IRS documents including (W-2, 1099, K-1, 1040) for most recent two years, together with a written certification in the subscription documents that you expect to continue to have enough income to qualify as accredited.

**Net Worth**

You must submit the following documents, which must be dated within the prior 3 months, together with a written representation from such person that all liabilities have been disclosed.

- For Assets: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments and appraisal reports issued by independent third parties
- For Liabilities: a credit report

**Third Party Verification**

Written confirmation (*Exhibit “F” Form of letter is included with the subscription*) from one of the following that they have verified accredited investor status within the last 3 months:

- Registered broker-dealer
- Registered investment advisor
- Licensed attorney or CPA

If relying on joint income or net worth with a spouse, then documents for the spouse must also be provided.

**FINISTERRE HEDGE FUND, L.P.**  
**SUBSCRIBER INFORMATION**  
**(CHECK ONE)**

Type of Investor—Please check all that apply:

<input type="checkbox"/> Individual	<input type="checkbox"/> Tenants in Common	<input type="checkbox"/> Foundation
<input type="checkbox"/> IRA	<input type="checkbox"/> Joint Tenants with Rights	<input type="checkbox"/> Employee Benefit Plan
<input type="checkbox"/> Corporation	<input type="checkbox"/> of Survivorship	<input type="checkbox"/> Keogh Plan
<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust	<input type="checkbox"/> Fund of Funds <sup>1</sup>
<input type="checkbox"/> Registered Investment Company	<input type="checkbox"/> LLC	<input type="checkbox"/> Other:

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Amount of Capital Commitment: \_\_\_\_\_  
(Minimum: \$250,000)

Complete Name of Subscriber Entity: \_\_\_\_\_

Complete Name of Subscriber Person: \_\_\_\_\_

Social Security/Tax ID Number: \_\_\_\_\_

Date of Birth (for Individuals): \_\_\_\_\_

Place of Birth (for Individuals) \_\_\_\_\_

Country of Birth (for Individuals) \_\_\_\_\_

Country of Citizenship (for Individuals) \_\_\_\_\_

Current Residence Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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1

For purposes of this item, the term “Fund of Funds” means a fund that invests 10 percent or more of its total assets in other pooled investment vehicles, whether or not they are private funds or registered investment companies.

Prior Residence Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Numbers: Home: \_\_\_\_\_ Office: \_\_\_\_\_

E-mail Address \_\_\_\_\_

Current Employer: \_\_\_\_\_

Job or Position: \_\_\_\_\_

Date Started: \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Numbers Home: \_\_\_\_\_ Office: \_\_\_\_\_

Investor E-mail Address \_\_\_\_\_

**Complete Name of Co-Subscriber** \_\_\_\_\_

Social Security/Tax ID Number \_\_\_\_\_

Date of Birth (for Individuals): \_\_\_\_\_

Place of Birth (for Individuals) \_\_\_\_\_

Country of Birth (for Individuals) \_\_\_\_\_

Country of Citizenship (for Individuals) \_\_\_\_\_

Current Residence Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address (if different)

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Prior Residence Address:

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---

---

Telephone Numbers:

Home: \_\_\_\_\_ Office: \_\_\_\_\_

E-mail Address

---

Current Employer:

---

Job or Position:

---

Date Started:

Business Address

---

---

---

Telephone Numbers

Home: \_\_\_\_\_ Office: \_\_\_\_\_

Investor E-mail Address

---

**FOR IRA SUBSCRIBERS ONLY**

Name of IRA Custodian

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IRA Custodian's Tax ID Number

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**FOR ENTITIES, CORPORATIONS, PARTNERSHIPS, TRUSTS  
AND RETIREMENT PLANS (OTHER THAN SELF-DIRECTED RETIREMENT ACCOUNTS)**

Name of Entity Subscriber: \_\_\_\_\_

Name of Contact at Entity Subscriber \_\_\_\_\_

Name of representative filling out Subscription for Entity \_\_\_\_\_

Address of Person filling out Subscription for Entity \_\_\_\_\_  
\_\_\_\_\_

Birth date of person filling out Subscription for Entity \_\_\_\_\_

Relationship of Entity to person filling out  
Subscription for Entity Subscriber \_\_\_\_\_

Primary Business Address: \_\_\_\_\_  
\_\_\_\_\_

Primary Business Telephone Number: (\_\_\_\_) \_\_\_\_\_

Date and State of Incorporation/Formation: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Number of shareholders, partners and beneficiaries: \_\_\_\_\_

If the Prospective Subscriber is a partnership, corporation, trust or other entity, please also give the following information:

- (a) Was the entity formed for the purpose of investing in the Partnership?  
Yes [ ] No [ ]
- (b) To become a Limited Partner, the Subscriber must be permitted under its organizational documents to purchase the Interests.
  - (i) Do the organizational documents of the Subscriber permit it to purchase interests of limited partnership interest?  
Yes [ ] No [ ]
  - (ii) Has the Subscriber taken all necessary action to permit it to purchase the Interests



(such as a resolution by the board of directors of a corporate Subscriber)?

Yes [ ]      No [ ]

If Subscriber is an LLC is it taxed as:

\_\_\_\_\_ Disregarded entity; \_\_\_\_\_ Corporation; \_\_\_\_\_ LLC

## INVESTMENT PROCEDURES

Prospective investors should read the Confidential Private Placement Memorandum for **FINISTERRE HEDGE FUND, L.P.** (the “Fund”), the Limited Partnership Agreement of the Fund currently in effect and this booklet prior to subscribing to the Fund.

If you are interested in subscribing for an Interest (as defined herein), please complete all applicable pages as indicated below and promptly return this booklet to **FINISTERRE CAPITAL MANAGEMENT, LLC** (the “General Partner”) at: **FINISTERRE HEDGE FUND, L.P., FINISTERRE CAPITAL MANAGEMENT, LLC., General Partner, 3050 Biscayne Blvd. Suite 501. Miami, FL 33137 Tel: (305) 926.0334.**

**FINISTERRE HEDGE FUND, L.P.** administrator information:

**NAV Fund Administration Group**  
**NAV Consulting | NAV Cayman | NAV Backoffice**  
1 Trans Am Plaza Drive, Suite 400  
Oakbrook Terrace, IL 60181  
P: 1.630.954.1919, P: 1.345.946.5006  
F: 1.630.596.8555 F: 1.345.946.5007 F: 1.630.954.2881  
Transfer.agency@navconsulting.net

## WIRING INSTRUCTIONS

You must wire the payment from an account in your name.

### SEE SEPARATE WIRE TRANSFER INSTRUCTIONS INCLUDED HERewith EXHIBIT I

If you are not wiring your payment from a bank located in an Approved FATF Country<sup>2</sup> you must contact the General Partner for further instructions prior to wiring your payment, which may result in a delay in your subscription.

## IMPORTANT

1. Please have the wiring bank identify the name of the prospective investor on the wire transfer.
2. We recommend that the wiring bank charge its wiring fees separately so that the amount you have elected to invest may be invested. **CLEARED FUNDS MUST BE IN THE FUND'S ACCOUNT BY 8:00 A.M. EASTERN TIME ONE BUSINESS DAY PRIOR TO THE DATE ON WHICH THE INVESTOR IS ADMITTED TO THE FUND.**

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2

As of the date hereof, approved countries that are members of the Financial Action Task Force on Money Laundering (each, an “Approved FATF Country”) are: Argentina, Australia, Austria, Belgium, Brazil, Canada, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Luxembourg, Mexico, Kingdom of the Netherlands, New Zealand, Norway, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United States.

## SUBSCRIPTION AGREEMENT

**FINISTERRE HEDGE FUND, L.P.**  
**FINISTERRE CAPITAL MANAGEMENT, LLC**

**Re: FINISTERRE HEDGE FUND, L.P.—Issuance of Limited Partnership Interests**

The undersigned (the “Investor”) wishes to become a limited partner of **FINISTERRE HEDGE FUND, L.P.** (the “Fund” or the “Partnership”), a Delaware limited partnership, and to subscribe for a limited partnership interest (an “Interest”) in the Fund upon the terms and conditions set forth herein, in the confidential Private Offering Memorandum of the Fund, as the same may be supplemented, updated or modified from time to time (the “Memorandum”), and in the Limited Partnership Agreement of the Fund in effect as of the date hereof, as the same may be amended from time to time (the “Partnership Agreement”). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Partnership Agreement.

Accordingly, the Investor agrees as follows:

### **I. SUBSCRIPTION FOR AN INTEREST**

- A.. Subscription; Capital Commitment; Binding Obligation to Make Capital Contribution(s).
1. All capitalized terms which are defined in the Agreement of Limited Partnership of **FINISTERRE HEDGE FUND, L.P.** dated September 15, 2021 (the “Partnership Agreement”) shall have the same meaning in this Subscription Agreement as in the Partnership Agreement, unless otherwise defined or unless the context requires otherwise.
  2. The undersigned hereby subscribes for and agrees to purchase limited partnership interests (the “Partnership Interests”) of **FINISTERRE HEDGE FUND, L.P.** (the “Partnership”), a limited partnership organized under the laws of the State of Delaware, and to make a capital contribution to the Partnership in the amount indicated hereinbefore and on the terms and conditions described herein and in the Confidential Private Offering Memorandum dated June 1, 2023 (together with all appendices and supplements (if any) thereto, the “Memorandum”) relating to the offering (the “Offering”) of the Partnership Interests.
  3. The undersigned tenders herewith marketable securities or cash in the form of a check made payable to the order of or a wire transmitted to “**FINISTERRE HEDGE FUND, L.P.**” in the full amount of the above stated capital contribution. The undersigned understands that the minimum investment is \$250,000.00, subject to the discretion of the General Partner to accept lesser amounts.
  4. The undersigned agrees that this subscription, including, without limitation, the undersigned’s promise to pay and contribute to the Partnership the full amount of the undersigned’s Capital Commitment as set forth herein, is and shall be irrevocable and an enforceable obligation of the undersigned only upon written

acceptance of the Capital Contribution by the General Partner. The undersigned further acknowledges that the undersigned's failure or default in contributing any portion of the undersigned's Capital Commitment demanded by the Fund Manager in accordance with the terms of the Partnership Agreement and this Subscription Agreement may result in the Fund Manager, at its election, taking certain remedial actions against the undersigned, including all remedies available at law or in equity, the right to cause and treat such Defaulting Partner's existing Capital Account, if any, to be reduced by an amount equal to fifty percent (50%), and other remedies as may be set forth in the Partnership Agreement.

B. Purchase; Adoption of Partnership Agreement.

1. The undersigned hereby agrees to tender marketable securities (as may be permitted in the General Partner's sole discretion) or cash in the form of a check made payable to the order of or a wire transmitted to "**FINISTERRE HEDGE FUND, L.P.**" (each a "Capital Contribution") at such time (or times) as may be requested by the General Partner in accordance with the terms of the Memorandum and the Partnership Agreement, up to the full amount of the undersigned's Capital Commitment. The undersigned understands that the minimum Capital Commitment is **\$250,000**, subject to the discretion of the General Partner to accept lesser amounts.
2. The undersigned hereby accepts, adopts, and agrees to be bound by each and every provision contained in the Partnership Agreement, and agrees to become a Limited Partner of the Partnership hereafter. Accordingly, the undersigned tenders herewith two executed counterparts of the Signature Page of the Partnership Agreement which shall become effective upon the General Partner's acceptance of this Subscription Agreement.

C. Acceptance or Rejection of Subscription.

1. The undersigned understands and agrees that the General Partner reserves the right to reject this subscription for the Partnership Interests in whole or in part and at any time prior to the Closing Date (as hereinafter defined) if in its judgment it deems such action to be in the best interests of the Partnership. The General Partner will promptly notify the undersigned of the acceptance or rejection of the undersigned's subscription. The Subscriber only becomes a Limited Partner upon notice of acceptance by the General Partner.
2. In the event of rejection of this subscription, the undersigned's cash, check (or amount of cash evidenced thereby), or marketable securities will be promptly returned to the undersigned without deduction and this Subscription Agreement shall have no force or effect. The subscribers whose subscriptions are accepted will be admitted as limited partners of the Partnership (as so admitted, hereinafter sometimes individually referred to as a "Limited Partner" and, collectively, the "Limited Partners").

- D. Closing Dates. The “Closing Date” shall be the date the undersigned is admitted as a Limited Partner. The Closing Date will be the first day of the calendar month specified by the General Partner or such other date selected by the General Partner in its sole and absolute discretion. The Partnership Interests subscribed for herein shall not be deemed issued to, or owned by, the undersigned until the Partnership Agreement has been executed by the undersigned and countersigned by the General Partner.

## **II. REPRESENTATIONS AND COVENANTS OF INVESTOR**

- A. The Investor agrees that it will not resell, re-offer or otherwise transfer the Interest without registration under the Securities Act of 1933, as amended (the “Securities Act”), or an exemption therefrom. The Investor acknowledges that the Interest subscribed for hereunder has not been and will not be registered under the Securities Act or any U.S. state securities laws or the laws of any other jurisdiction and, therefore, cannot be resold, re-offered or otherwise transferred unless it is so registered or an exemption from registration is available. The Investor acknowledges that the Fund is under no obligation to register the Interest on the Investor's behalf or to assist the Investor in complying with any exemption from registration under the Securities Act or any other law. The Investor acknowledges that the Interest can only be transferred in accordance with the Partnership Agreement. The Investor acknowledges that the General Partner in its sole discretion may cause a compulsory withdrawal of all or any portion of the Investor's Interest in accordance with the Partnership Agreement.
- B. The Investor has received, carefully read and understands the Partnership Agreement and the Memorandum, including the sections of the Memorandum outlining, among other things, the organization and investment objectives and policies of, and the risks and expenses of an investment in, the Fund. The Investor acknowledges and agrees that it has made an independent decision to invest in the Fund and that, in making its decision to subscribe for an Interest, or making a subsequent investment decision with respect to the Fund, the Investor can rely only on information included in the Fund Documents (which shall have the meaning assigned to such term in the Memorandum) and any Additional Information (which, solely for purposes of this paragraph, shall have the meaning assigned to such term in the Memorandum) (irrespective of any other information furnished to the Investor). The Investor is not relying on the Fund, the General Partner, the Investment Advisor or the Administrator or any other person or entity with respect to the legal, tax and other economic considerations involved in this investment other than the Investor's own advisers. The Investor's investment in the Interest is consistent with the investment purposes, objectives and cash flow requirements of the Investor and will not adversely affect the Investor's overall need for diversification and liquidity.
- C. The Investor has not and shall not reproduce, duplicate or deliver the Memorandum, the Partnership Agreement or this Subscription Agreement to any other person, except professional advisers to the Investor or as authorized by the General Partner. Notwithstanding anything to the contrary herein, the Investor (and each employee, representative or other agent of the Investor) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of: (i) the Fund; and (ii) any of the Fund's transactions, and all materials of any kind (including, without limitation, opinions

or other tax analyses) that are provided to the Investor relating to such tax treatment and tax structure, it being understood that “tax treatment” and “tax structure” do not include the name or the identifying information of (i) the Fund or (ii) the parties to a transaction.

- D. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the Investor's investment in the Fund and is able to bear such risks, and has obtained, in the Investor's judgment, sufficient information from the General Partner to evaluate the merits and risks of such investment. The Investor has evaluated the risks of investing in the Fund, understands there are substantial risks of loss incidental to the purchase of an Interest and has determined that the Interest is a suitable investment for the Investor.
- E. The Investor has carefully read and understands the sections of the Memorandum outlining the limited provisions for transferability and withdrawal from the Fund. The Investor has no need for liquidity in this investment, can afford a complete loss of the investment in the Interest and can afford to hold the investment for an indefinite period of time. The Investor acknowledges that distributions, including, without limitation, the proceeds of withdrawals, may be paid in cash or in kind. The Investor is acquiring the Interest for its own account, for investment purposes only and not with a view toward distributing or reselling the Interest in whole or in part.
- F. The Investor acknowledges that:
  - 1. the Interests have not been approved or disapproved by any securities regulatory authority in any jurisdiction including without limitation any securities regulatory authority of any State of the United States or by the Securities and Exchange Commission (the “SEC”), nor has any such authority or commission passed on the accuracy or adequacy of the Memorandum; and
  - 2. the representations, warranties, covenants, undertakings and acknowledgments made by the Investor in this Subscription Agreement will be relied upon by the Fund, the General Partner, the Investment Manager and the Administrator in determining the Investor's suitability as a purchaser of an Interest and the Fund's compliance with federal and state securities laws, and shall survive the Investor's admission as a Limited Partner.
- G. The Investor has all requisite power, authority and capacity to acquire and hold the Interest and to execute, deliver and comply with the terms of each of the instruments required to be executed and delivered by the Investor in connection with the Investor's subscription for the Interest, including this Subscription Agreement, and such execution, delivery and compliance does not conflict with, or constitute a default under, any instruments governing the Investor, or violate any law, regulation or order, or any agreement to which the Investor is a party or by which the Investor may be bound. If the Investor is an entity, the person executing and delivering each of such instruments on behalf of the Investor has all requisite power, authority and capacity, and has been duly authorized, to execute and deliver such instruments, and, upon request by the Fund, the General Partner or the Administrator, will furnish to the Fund true and correct copies of any instruments governing the Investor,

including all amendments to any such instruments and all authorizations. This Subscription Agreement constitutes a legal, valid and binding obligation of the Investor, enforceable in accordance with its terms.

- H. All information that the Investor has provided to the Fund, the General Partner or the Administrator concerning the Investor, the Investor's status, financial position and knowledge and experience of financial, tax and business matters, or, in the case of an investor that is an entity, the knowledge and experience of financial, tax and business matters of the person making the investment decision on behalf of such entity, is correct and complete as of the date set forth herein.
- I. The Investor acknowledges that the value of a Limited Partner's capital account and withdrawals therefrom under the Partnership Agreement, and the performance of the Fund, may be based on unaudited and in some cases, estimated, valuations of the Fund's investments and that valuations provided in an investor's account statement may be an unaudited, estimated value.
- J. The Investor acknowledges that the Fund will not register as an investment company under the Investment Company Act of 1940, as amended (the "Company Act"), nor will it make a public offering of its securities within the United States.
- K. The Investor acknowledges, or, if the Investor is acting as agent or nominee for a subscriber (a "Beneficial Owner"), the Investor has advised the Beneficial Owner, that the Fund/Investment Manager may enter into agreements with placement agents providing for either: (i) a payment from the Investor to the particular placement agent; or (ii) a payment from the Fund/Investment Manager of a one-time or ongoing fee based upon the amount of the capital contribution of any investor introduced to the Fund by the agent.
- L. The Investor acknowledges that **Law Offices of Michael Lapat** ("L.O.M.L.") has been engaged by the General Partner and the Investment Manager to represent them and the Fund in connection with the organization of the Fund and this offering of Interests in the Fund. The Investor also acknowledges that no separate counsel has been engaged to independently represent the Limited Partners, including the Investor, in connection with the formation of the Fund, or the offering of the Interests.

The Investor acknowledges that L.O.M.L. will represent the Fund on matters for which it is retained to do so by the General Partner. The Investor also acknowledges that other counsel may also be retained where the General Partner determines that to be appropriate.

The Investor acknowledges that, in advising the General Partner and the Investment Manager with respect to the preparation of the Memorandum, L.O.M.L. has relied upon information that has been furnished to it by the General Partner, the Investment Manager and their affiliates, and has not independently investigated or verified the accuracy or completeness of the information set forth in the Memorandum. In addition, the Investor acknowledges that L.O.M.L. does not monitor the compliance of the General Partner, the Investment Manager or the Fund with the investment guidelines set forth in the Memorandum, the Fund's terms or applicable laws.

The Investor acknowledges that there may be situations in which there is a conflict between the interests of the General Partner and/or the Investment Manager and those of the Fund. The Investor acknowledges that, in these situations, the General Partner will determine the appropriate resolution thereof, and may seek advice from L.O.M.L. in connection with such determinations. The General Partner, the Investment Manager and the Fund have consented to L.O.M.L.'s concurrent representation of such parties in such circumstances. The Investor acknowledges that, in general, independent counsel will not be retained to represent the interests of the Fund or the Limited Partners.

- M. If the Investor is a “charitable remainder trust” within the meaning of Section 664 of the Internal Revenue Code, the Investor has advised the General Partner in writing of such fact and the Investor acknowledges that it understands the risks, including specifically the tax risks, if any, associated with its investment in the Fund.
- N. The Investor acknowledges and agrees that, although the Fund, the General Partner, the Investment Manager and the Administrator will use their reasonable efforts to keep the information provided in the answers to this Subscription Agreement strictly confidential, any of the Fund, the General Partner, the Investment Manager and the Administrator may present this Subscription Agreement and the information provided in answers to it to such parties (e.g., affiliates, attorneys, auditors, administrators, digital asset counterparties, regulators and counterparties) as it deems necessary or advisable to facilitate the acceptance of the Investor's Capital Contributions and management of the Fund, including, but not limited to, in connection with anti-money laundering and similar laws, if called upon to establish the availability under any applicable law of an exemption from registration of the Interests, the compliance with applicable law and any relevant exemptions thereto by the Fund, the General Partner, the Investment Manager or their affiliates, or if the contents thereof are relevant to any issue in any action, suit or proceeding to which the Fund, the General Partner, the Investment Manager, the Administrator or their affiliates are a party or by which they are or may be bound or if the information is required to facilitate the Fund's investments. The Fund may also release information about the Investor if directed to do so by the Investor, if compelled to do so by law or in connection with any government or self-regulatory organization request or investigation, or if the General Partner and/or the Investment Manager, in its sole discretion, deems it necessary or advisable to reduce or eliminate withholding or other taxes on the Fund, its partners or the Investment Manager.

### **III. ERISA**

- (A) If the Investor is a “plan” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), that is subject to the provisions of Title I of ERISA (an “ERISA Plan”), and/or a “plan” that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), or an entity whose assets are treated as “plan assets” under Section 3(42) of ERISA and any regulations promulgated thereunder (each, a “Plan”), the person executing this Subscription Agreement on behalf of the Plan (the “Fiduciary”) represents and warrants that:
  - 1. such person is a “fiduciary” of such Plan and trust and/or custodial account within



the meaning of Section 3(21) of ERISA, and/or Section 4975(e)(3) of the Internal Revenue Code and such person is authorized to execute the Subscription Agreement;

2. unless otherwise indicated in writing to the Fund, the Plan is not a participant-directed defined contribution plan;
3. the Fiduciary has considered a number of factors with respect to the Plan's investment in the Interest and has determined that, in view of such considerations, the purchase of an Interest is consistent with the Fiduciary's responsibilities under ERISA. Such factors include, but are not limited to:
  - (a) the role such investment or investment course of action plays in that portion of the Plan's portfolio that the Fiduciary manages;
  - (b) whether the investment or investment course of action is reasonably designed as part of that portion of the portfolio managed by the Fiduciary to further the purposes of the Plan, taking into account both the risk of loss and the opportunity for gain that could result therefrom;
  - (c) the composition of that portion of the portfolio that the Fiduciary manages with regard to diversification;
  - (d) the liquidity and current rate of return of that portion of the portfolio managed by the Fiduciary relative to the anticipated cash flow requirements of the Plan;
  - (e) the projected return of that portion of the portfolio managed by the Fiduciary relative to the funding objectives of the Plan; and
  - (f) the risks associated with an investment in the Fund and the fact that the Investor has only limited withdrawal rights.
4. the investment in the Fund has been duly authorized under, and conforms in all respects to, the documents governing the Plan and the Fiduciary;
5. the Fiduciary is: (a) responsible for the decision to invest in the Fund; (b) independent of the Investment Manager and the Fund; and (c) qualified to make such investment decision; and
6. (a) none of the Investment Manager, any of its employees or affiliates: (i) manages any part of the Investor's investment portfolio on a discretionary basis; (ii) regularly gives investment advice with respect to the assets of the Investor; (iii) has an agreement or understanding, written or unwritten, with the Investor under which the latter receives information, recommendations or advice concerning investments that are used as a primary basis for the Investor's investment decisions; or (iv) has an agreement or understanding, written or unwritten, with the Investor under which the

latter receives individualized investment advice concerning the Investor's assets;

OR

(b) (i) the Fiduciary, who is independent of the Investment Manager, has studied the Memorandum and has made an independent decision to purchase Interests solely on the basis of such Memorandum and without reliance on any other information or statements as to the appropriateness of this investment for the Investor; and (ii) the Investor represents and warrants that neither the Investment Manager nor any of its employees or affiliates: (A) has exercised any investment discretion or control with respect to the Investor's purchase of Interests; (B) has authority, responsibility to give, or has given individualized investment advice with respect to the Investor's purchase of the Interests; or (c) is the employer maintaining or contributing to such Plan.

- B. The Fiduciary agrees, at the request of the Fund, to furnish the Fund with such information as the Fund may reasonably require to establish that the purchase of the Interests by an ERISA Plan and the transactions to be entered into by the Fund do not violate any provision of ERISA or the Internal Revenue Code, including, without limitation, those provisions relating to “prohibited transactions” by “parties in interest” or “disqualified persons” as defined therein.
- C. The Fiduciary agrees to notify the General Partner promptly in writing should the Fiduciary become aware of any change in the information set forth in or required to be provided by this Section III.
- D. If applicable, the Investor has identified its status as a Benefit Plan Investor (as defined below) to the Fund on page 19. If the Investor has identified to the Fund on page 19 that it is not currently a Benefit Plan Investor, but becomes a Benefit Plan Investor, the Investor shall forthwith disclose to the General Partner promptly in writing such fact and also the percentage of the Investor's equity interests held by Benefit Plan Investors. For these purposes, a “**Benefit Plan Investor**”, as defined under Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), and any regulations promulgated thereunder, includes (a) an “employee benefit plan” that is subject to the provisions of Title I of ERISA; (b) a “plan” that is not subject to the provisions of Title I of ERISA, but that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986, as amended (the “**Internal Revenue Code**”), such as individual retirement accounts and certain retirement plans for self-employed individuals; and (c) a pooled investment fund whose assets are treated as “plan assets” under Section 3(42) of ERISA and any regulations promulgated thereunder because “employee benefit plans” or “plans” hold 25% or more of any class of equity interest in such pooled investment fund. The Investor agrees to notify the General Partner promptly in writing if there is any change in the percentage of the Investor's assets that are treated as “plan assets” for the purpose of Section 3(42) of ERISA and any regulations promulgated thereunder as set forth in the General Eligibility Representations section of this Subscription Agreement.
- E. If the Investor is an insurance company and is investing the assets of its general account (or

the assets of a wholly owned subsidiary of its general account) in the Fund, it has identified on page 19 whether the assets underlying the general account constitute “plan assets” within the meaning of Section 401(c) of ERISA. The Investor agrees to promptly notify the General Partner in writing if there is a change in the percentage of the general account's assets that constitute “plan assets” within the meaning of Section 401(c) of ERISA and shall disclose such new percentage ownership.

#### **IV. ANTI-MONEY LAUNDERING**

**You should check the website of the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) before making the following representations and warranties at:**

**<https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>**

- A. The Investor represents and warrants that the amounts contributed by it to the Fund were not and are not directly or indirectly derived from activities that may contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. United States federal regulations and executive orders administered by **OFAC** prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals.<sup>3</sup> The lists of **OFAC** prohibited countries, territories, persons and entities can be found on the **OFAC** website at <<https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>>. In addition, the programs administered by **OFAC** (“**OFAC** Programs”) prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the **OFAC** lists.

The Investor represents and warrants that, to the best of its knowledge, none of:

- (1) the Investor;
- (2) any person controlling or controlled by the Investor;
- (3) if the Investor is a privately held entity, any person having a beneficial interest in the Investor; or
- (4) any person for whom the Investor is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an **OFAC** list, nor is a person or entity prohibited under the **OFAC** Programs.

Please be advised that the Fund and/or the Administrator may not accept any amounts from a prospective investor if it cannot make the representations and warranties set forth in the preceding paragraph. If an existing limited partner of the Fund cannot make these representations and warranties, the Fund may require the withdrawal of interests.

- B. The Investor agrees to notify the Fund and the Administrator promptly in writing should the

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3

These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to **OFAC** sanctions and embargo programs.

Investor become aware of any change in the information set forth in these representations and warranties. The Investor is advised that, by law, the Fund and/or the Administrator may be obligated to “freeze the account” of the Investor, either by prohibiting additional contributions from the Investor, declining any withdrawal requests and/or segregating the assets in the account in compliance with governmental regulations, and the Fund and/or the Administrator may also be required to report such action and to disclose the Investor's identity to OFAC or other applicable governmental and regulatory authorities. The Investor further acknowledges that the General Partner may, by written notice to the Investor, suspend the payment of withdrawal proceeds payable to the Investor if the General Partner and/or the Administrator reasonably deems it necessary to do so to comply with anti-money laundering laws and regulations applicable to the Fund, the General Partner, the Investment Manager, the Administrator or any of the Fund's other service providers.

C. The Investor represents and warrants that, to the best of its knowledge, none of:

- (1) the Investor;
- (2) any person controlling or controlled by the Investor;
- (3) if the Investor is a privately held entity, any person having a beneficial interest in the Investor; or
- (4) any person for whom the Investor is acting as agent or nominee in connection with this investment;

who is is a senior foreign political figure,<sup>4</sup> or any immediate family member<sup>5</sup> or close associate<sup>6</sup> of a senior foreign political figure as such terms are defined in the footnotes below.

D. If the Investor is a non-U.S. banking institution (a “Non-U.S. Bank”) or if the Investor receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Non-U.S. Bank, the Investor represents and warrants that:

- (1) the Non-U.S. Bank has a fixed address, other than solely an electronic address, in a country in which the Non-U.S. Bank is authorized to conduct banking activities;

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4

For these purposes, the term “senior foreign political figure” means a current or former senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a current or former senior official of a major non-U.S. political party, or a current or former senior executive of a non-U.S. government-owned commercial enterprise. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. For purposes of this definition, the term “senior official” or “senior executive” means an individual with substantial authority over policy, operations, or the use of government-owned resources.

5

For these purposes, an “immediate family member” of a senior foreign political figure means spouses, parents, siblings, children and a spouse's parents and siblings.

6

For these purposes, a “close associate” of a senior foreign political figure means a person who is widely and publicly known (or is actually known) to be a close associate of a senior foreign political figure.

- (2) the Non-U.S. Bank employs one or more individuals on a full-time basis;
  - (3) the Non-U.S. Bank maintains operating records related to its banking activities;
  - (4) the Non-U.S. Bank is subject to inspection by the banking authority that licensed the Non-U.S. Bank to conduct banking activities; and
  - (5) the Non-U.S. Bank does 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 regulated affiliate.
- E. The Investor acknowledges and agrees that any withdrawal proceeds paid to it will be paid to the same account from which the Investor's investment in the Fund was originally remitted, unless the General Partner, in its sole discretion, agrees otherwise.
- F. The Investor agrees that, upon the request of the Fund, the General Partner or the Administrator, the Investor will provide such information as the Fund, the General Partner or the Administrator require to satisfy applicable anti-money laundering laws and regulations, including, without limitation, the Investor's anti-money laundering policies and procedures, background documentation relating to its directors, trustees, settlors and beneficial owners, and audited financial statements, if any.

## **V. GENERAL**

- A. The Investor agrees to indemnify the Fund, the General Partner, the Investment Manager, the Administrator, each of their affiliates, and each other person, if any, who controls, is controlled by, or is under common control with, any of the foregoing, within the meaning of Section 15 of the Securities Act (each, an "Indemnified Person"), against any and all loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) arising out of or based upon: (i) any false representation or warranty made by the Investor, or breach or failure by the Investor to comply with any covenant or agreement made by the Investor, in this Subscription Agreement or in any other document furnished by the Investor to any of the foregoing in connection with this transaction; or (ii) any action for securities law violations instituted by the Investor which is finally resolved by judgment against the Investor. The Investor also agrees to indemnify each Indemnified Person for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from the Investor's assertion of lack of proper authorization from a Beneficial Owner to enter into this Subscription Agreement or perform the obligations hereof.
- B. The Fund, the General Partner, the Investment Manager and the Administrator shall not be liable for any interception of Account Communications (as defined on page 13).
- C. This Subscription Agreement, and any and all actions or controversies arising out of this Subscription Agreement, including, without limitation, tort claims, shall be governed by, construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the choice of law principles thereof that would result in the application of the substantive law of any jurisdiction other than the State of Delaware.

- D. If any provision of this Subscription Agreement is invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith. Any provision hereof which may be held invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any other provisions hereof, and to this extent the provisions hereof shall be severable.
- E. If any answer provided or background documentation required under this Subscription Agreement is found to be false, forged or misleading, the Investor acknowledges that the General Partner may require the Investor to fully withdraw from the Fund as permitted under the Partnership Agreement.
- F. This Subscription Agreement may be executed through the use of separate signature pages or in any number of counterparts. The counterparts shall, for all purposes, constitute one agreement binding on all the parties, notwithstanding that all parties do not execute the same counterpart. Each party acknowledges and agrees that any portable document format (PDF) file, facsimile or other reproduction of its signature on any counterpart shall be equal to and enforceable as its original signature and that any such reproduction shall be a counterpart hereof that is fully enforceable in any court or arbitral panel of competent jurisdiction.
- G. This Subscription Agreement may be signed by any party under hand or by way of an electronic signature or by a signature or a representation of a signature affixed by mechanical means and may be reproduced as an electronic record and delivered to the Administrator by facsimile, by electronic mail or by delivery through a web or other electronic portal. The Fund may take such steps as it deems appropriate to determine the reliability of any electronic signature.

## **VI. AGENT OR NOMINEE**

- A. If the Investor is acting as agent or nominee for a Beneficial Owner, the Investor acknowledges that the representations, warranties and covenants made herein are made by the Investor: (i) with respect to the Investor; and (ii) with respect to the Beneficial Owner. The Investor represents and warrants that it has all requisite power and authority from said Beneficial Owner to execute and perform the obligations under this Subscription Agreement.
- B. If, contemporaneously with this Subscription Agreement and with the prior written consent of the General Partner, the Investor will enter into a swap, structured note or other derivative instrument, the return from which is based in whole or in part on the return of the Fund (the "Swap"), with a third party (a "Third Party"), the Investor represents and warrants that with respect to a Third Party entering into a Swap: (i) the Third Party is authorized under its constitutional documents (e.g., certificate of incorporation, by-laws, partnership agreement or trust agreement) and applicable law (including U.S. and non-U.S. anti-money laundering laws and regulations) to enter into the Swap and would also be so authorized to invest directly into the Fund; (ii) the Third Party has received and reviewed a copy of the Memorandum, the Partnership Agreement, and this Subscription Agreement; (iii) the Third Party acknowledges that the Fund and its affiliates are not responsible for the legality, suitability or tax consequences of the Swap and that the Investor is not an agent of the Fund;

and (iv) the Third Party is an “accredited investor” under Regulation D promulgated under the Securities Act. Nothing herein constitutes an agreement or statement by the Fund as to the legality of a Swap or the suitability of a Swap for the Third Party.

## **VII POWER OF ATTORNEY**

The undersigned, as principal, does hereby constitute and appoint the General Partner as the undersigned's true and lawful attorney, in the name, place, and stead of the undersigned as Limited Partner of the Partnership, to make, execute, sign, acknowledge, swear to, and file: (i) all filings, if any, which require the signature of one or more Limited Partners under the Delaware Revised Uniform Limited Partnership Act, including, without limitation, any such filing for the purpose of admitting the undersigned and others as limited partners of the Partnership and describing their initial or any increased capital contributions; (ii) any and all instruments, certificates, and other documents which may be deemed necessary or desirable to effect the winding-up and termination of the Partnership (including, but not limited to, a Certificate of Cancellation of the Certificate of Limited Partnership); (iii) any business certificate, fictitious name certificate, amendment thereto, or other comparable instrument or document of any kind necessary or desirable to accomplish the business, purpose, and objectives of the Partnership or required by any applicable federal, state, or local law; and (iv) any documents, instruments, and conveyances as may be necessary or appropriate to carry out the provisions of the Agreement of Limited Partnership. The undersigned does hereby ratify and confirm all whatsoever that his said attorney shall do, or cause to be done, by virtue of this power of attorney. This power of attorney is coupled with an interest, is irrevocable, and shall survive and shall not be affected by the death, disability, incompetency, termination, bankruptcy, insolvency, or dissolution of the undersigned. Such representative and attorney-in-fact shall not have any right, power, or authority to amend or modify the Agreement of Limited Partnership of the Partnership when acting in such capacity.

## **VIII. ADDITIONAL INFORMATION AND SUBSEQUENT CHANGES IN THE FOREGOING REPRESENTATIONS**

- A. The Fund, the General Partner or the Administrator may request from the Investor such additional information as it may deem necessary to evaluate the eligibility of the Investor to acquire an Interest, and may request from time to time such information as it may deem necessary to determine the eligibility of the Investor to hold an Interest or to facilitate the Fund's, the General Partner's, the Investment Manager's or the Administrator's compliance with applicable legal or regulatory requirements or the Fund's tax status, and the Investor agrees to provide such information as may reasonably be requested.
- B. The Investor agrees to promptly take such action, including providing and periodically updating information (which may include, among other things, the identities of the direct and indirect beneficial owners of the Interests being subscribed for hereunder and the “controlling person(s)” of the Investor), that the Fund, the General Partner or the Investment Manager, in its sole discretion, reasonably determines is necessary for the Fund to comply with any legal obligation or to reduce or eliminate withholding taxes under Sections 1471-1474 of the Internal Revenue Code or other similar laws. The Investor acknowledges

that if it fails to timely take such action, the Investor may be subject to fines or other penalties, including a 30% U.S. withholding tax with respect to its share of any payment attributable to actual and deemed U.S. investments of the Fund, and that the General Partner may take any action in relation to the Investor's Interest or withdrawal proceeds to ensure that such penalties and withholding are economically borne by the Investor. If the Investor is, or the Investor's investment in the Fund is made through, a “foreign financial institution” within the meaning of Section 1471(d)(4) of the Internal Revenue Code, the Investor agrees that such foreign financial institution (including the Investor, if applicable) (i) shall meet the requirements of Section 1471(b)(1) or 1471(b)(2) of the Internal Revenue Code and (ii) shall not delegate any withholding responsibility pursuant to Section 1471(b)(3) of the Internal Revenue Code to the Fund.

- C. The Investor agrees to notify the General Partner promptly in writing if there is any change with respect to any of the information or representations or warranties made herein and to provide the General Partner with such further information as the General Partner may reasonably require.
- D. The Investor acknowledges and agrees that any notations, alterations, strike-outs, addenda, inserts or verbiage purporting to amend the terms of this Subscription Agreement shall not be effective unless explicitly agreed to by the Fund or its agents.



## INVESTOR PROFILE FORM

### I. AUTHORIZATION OF REPRESENTATIVE(S)/AGENT(S):

Set forth below are the names of persons authorized by the Investor to give and receive instructions and information between the Fund and the Investor, together with their respective signatures and e-mail addresses. Such persons are the only persons so authorized until further notice to the Fund.

(Please attach additional pages if needed)

Name	Signature	Email Address

### Address of Authorized Representative/Agent (No P.O. Boxes Please, if any):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/Town, State Zip Code

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/Town, State Zip Code

\_\_\_\_\_  
Telephone number

## **II. CONSENT TO ELECTRONIC COMMUNICATIONS**

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### ***Initial***

The Investor hereby provides its informed consent to the electronic delivery of Account Communications by the Fund, the Investment Manager and/or the Administrator. If the Investor has not initialed this item, Account Communications will be delivered via physical delivery (e.g., first class mail or similar delivery method).

#### **Covered Documents**

“Account Communications” means all current and future account statements; Fund Documents (including all supplements and amendments thereto); notices (including privacy notices); letters to investors; annual audited financial statements; regulatory communications and other information, documents, data and records regarding the Investor's investment in the Fund.

#### **Medium of Delivery**

The Fund, the General Partner, the Investment Manager and/or the Administrator may deliver Account Communications electronically via e-mail or any secure Internet site. It is the Investor's affirmative obligation to notify the Fund in writing if the e-mail address of the Investor or any authorized representative of the Investor changes. If an Internet site is used for electronic delivery, the Investor will receive an e-mail notification when a new document is posted to the site and the Investor will be required to login with its e-mail address and a unique password. In order to access, view, print and save documents, the Investor must have access to the Internet and software that enables it to view a PDF document.

#### **Duration of Consent**

This consent will be valid until it is revoked. The Investor may revoke or restrict its consent to electronic delivery of Account Communications at any time upon written notice to the Administrator.

#### **Costs and Risks of Electronic Delivery**

The Fund, the General Partner, the Investment Manager and the Administrator will not be liable for any interception of Account Communications. Investors should note that no additional charge for electronic delivery will be assessed, but the Investor may incur charges from its Internet service provider or other Internet access provider. In addition, there are risks, such as systems outages, that are associated with electronic delivery.

### III. ANTI-MONEY LAUNDERING INFORMATION

This Subscription Agreement will not be deemed complete, and the Investor will not be deemed a limited partner of the Fund, regardless of whether it has already wired funds, until all of the required documentation listed below is received by the General Partner. For additional information, please contact **Luis Alayo-Riera** at **FINISTERRE CAPITAL MANAGEMENT, LLC.**, General Partner, 3050 Biscayne Blvd. Suite 501. Miami, FL 33137 Tel: (305) 926.0334.

#### **Payment Information**

(a) \_\_\_\_\_  
Name of the Investor:

(b) \_\_\_\_\_  
Name of the bank from which the Investor's payment to the Fund is being wired (the "Wiring Bank"):

Name \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

(c) Is the Wiring Bank located in an Approved FATF Country<sup>7</sup>? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

If yes, please answer question (d) below.

If no, please provide the additional information described below.

(d) Is the Investor a customer of the Wiring Bank? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

If yes, you are not required to provide the additional information described below.

If no, please provide the additional information described below.

For Anti-Money Laundering purposes, please describe specifically

(e) For Individual Investors:

What is the source of the money/ wealth/ income used for this investment:

\_\_\_\_\_

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As of the date hereof, approved countries that are members of the Financial Action Task Force on Money Laundering (each, an "Approved FATF Country") are: Argentina, Australia, Austria, Belgium, Brazil, Canada, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Luxembourg, Mexico, Kingdom of the Netherlands, New Zealand, Norway, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United States.

What is the occupation of the Investor: \_\_\_\_\_

What is the purpose of the Investment \_\_\_\_\_

What is the expected frequency of transactions \_\_\_\_\_

(f) For Entity Investors:

What is the source of the money/ wealth/ income used for this investment

\_\_\_\_\_

What is the nature of the investor's business \_\_\_\_\_

What is the purpose of the Investment \_\_\_\_\_

What is the expected frequency of transactions \_\_\_\_\_

**The Investor must wire the payment from an account in the investor's name.**

#### IV. ADDITIONAL AML INFORMATION

The Subscriber shall provide one or more of the items in accordance with the instructions listed below to establish and verify the Subscriber's identity. If the Subscriber is an entity, the Subscriber acknowledges and agrees that the Fund, the Manager and/or the Administrator may seek publicly available information from law enforcement agencies or regulatory authorities regarding the Subscriber or its business and/or may request the Subscriber's financial statements and/or bank or similar references. The Fund, the Manager and/or the Administrator reserve the right to request any additional documentation or information they may deem necessary or appropriate to verify the Subscriber's identity. Failure to provide the necessary documentation or information may result in, among other things, the full or partial rejection of subscriptions or delay in redemptions.

#### **DO TO ANTI MONEY LAUNDERING REQUIREMENTS, FAILURE TO PROVIDE THE FOLLOWING INFORMATION & EVIDENCE OF IDENTITY WILL RESULT IN THE REJECTION OF THE INVESTMENT.**

Individuals (Including Individual Retirement Accounts ("IRA"), SEP IRAs and 401(k)s):

- Full name and legal address, AND
- Tax I.D. number, AND
- Copy of a current driver's license and/or passport.

This information must be provided for the beneficial owners of any self-directed benefit plan Subscriber.

Corporations/Limited Liability Companies/Partnerships:

- Copy of as-filed certificate of incorporation/formation/partnership, AND
- Copy of certified or signed bylaws/operating agreement/partnership agreement, AND
- Identity of each director and executive officer/member and manager/partner<sup>8</sup>, AND
- For corporations, certified resolutions authorizing the Subscriber's subscription for the Interest, AND
- Legal address and Tax I.D. number of entity, AND
- Name, address and Tax I.D. number of each shareholder/member/partner or other person holding more than 25% of the Subscriber's equity interests, AND
- List of authorized signers.

Trusts:

- Copy of signed declaration of trust or other trust agreement, AND
- Legal address and Tax I.D. number of trust, AND

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<sup>8</sup>For each such person who is an individual, please provide one of the documents listed above under "Individuals." For each such person that is an entity, please provide the documents listed under the relevant entity type (e.g., a person that is a corporation must provide the documents listed above under "Corporations/Limited Liability Companies/Partnerships.")

- Name, Tax I.D. number and address of each settler or grantor<sup>9</sup>, AND
- Name, Tax I.D. number and address of each trustee and each person having the power to remove any trustee, AND
- Identity of each beneficiary.

Employee Benefit Plans:

- Copy of organizational documents, AND
- Legal address and Tax I.D. number of entity, AND
- Name, Tax I.D. number and address of each trustee and each person having the power to remove any trustee.

#### IV. FUND OF FUNDS OR ENTITIES

**For Fund of Funds or Entities that Invest on Behalf of Third Parties that are Not Located in the United States or Other Approved FATF Country, you must submit:**

- A certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (e.g., certificate of good standing).
- An incumbency certificate attesting to the title of the individual executing this Subscription Agreement on behalf of the Investor (a sample Incumbency Certificate is attached hereto as **“Exhibit A”**).
- A completed copy of **“Exhibit B”** certifying that the entity has adequate anti-money laundering policies and procedures in place that are consistent with all applicable anti-money laundering laws and regulations, including the USA PATRIOT ACT and OFAC.
- A letter of reference from a local office of a reputable bank or brokerage firm which is incorporated, or has its principal place of business located, in an Approved FATF Country certifying that the Investor maintains an account at such bank/brokerage firm and containing a statement affirming the Investor's integrity (a sample Letter of Reference is attached hereto as **“Exhibit C”**).

**For All Other Entity Investors**

- A certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (e.g., certificate of good standing).
- An incumbency certificate attesting to the title of the individual executing this Subscription Agreement on behalf of the Investor (a sample Incumbency Certificate is attached hereto as **“Exhibit A”**).
- A letter of reference from a local office of a reputable bank or brokerage firm which is incorporated,

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<sup>9</sup>For each such person who is an individual, please provide one of the documents listed above under “Individuals.” For each such person that is an entity, please provide the documents listed under the relevant entity type (e.g., a person that is a corporation must provide the documents listed above under “Corporations/Limited Liability Companies/Partnerships.”)

or has its principal place of business located, in an Approved FATF Country certifying that the Investor maintains an account at such bank/brokerage firm for a length of time and containing a statement affirming the Investor's integrity (a sample Letter of Reference is attached hereto as **“Exhibit C”**).

- If the Investor is a privately-held entity, a completed copy of **“Exhibit D”** listing the name of each person who directly, or indirectly through intermediaries, is the beneficial owner of 25% or more of any voting or non-voting class of equity interests of the Investor.
- If the Investor is a trust, a completed copy of **“Exhibit E”** listing the current beneficiaries of the trust that have, directly or indirectly, 25% or more of any interest in the trust, the settlor of the trust and the trustees.
- Source of Wealth \_\_\_\_\_

**GENERAL ELIGIBILITY REPRESENTATIONS**  
**PLEASE COMPLETE ALL APPROPRIATE ITEMS**

**I. GENERAL INVESTOR INFORMATION**

(A) The Investor represents and warrants that:  
(Please initial one and complete blanks)

\_\_\_\_\_ 1.  
Initial \_\_\_\_\_ If the Investor is an employee benefit plan, an endowment, a foundation, a corporation, a partnership, a limited liability company, a trust or other legal entity, it: is organized under the laws of: \_\_\_\_\_  
has its principal place of business in: \_\_\_\_\_  
and was formed as of: \_\_\_\_\_

\_\_\_\_\_ 2.  
Initial \_\_\_\_\_ If beneficial ownership of the Investor is held by an individual (for example, through an Individual Retirement Account, Keogh Plan or other self-directed defined contribution plan), such individual is of legal age and is a resident of: \_\_\_\_\_

(B) Was the Investor referred to the Fund by a placement agent? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

If yes, please provide name of placement agent: \_\_\_\_\_

(c) The Investor (is) \_\_\_\_\_ (is not) \_\_\_\_\_ (please initial one) a government entity.<sup>10</sup>

(D) If the Investor is acting as agent or nominee for a beneficial owner that is a government entity, please provide the name of the government entity: \_\_\_\_\_

(E) If the Investor is an entity substantially owned by a government entity (e.g., a single investor vehicle) and the investment decisions of such entity are made or directed by such government entity, please provide the name of the government entity: \_\_\_\_\_

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<sup>10</sup>

For these purposes, the term “government entity” means any U.S. state (including any U.S. state, the District of Columbia, Puerto Rico, the U.S. Virgin Islands or any other possession of the United States) or political subdivision of a state, including:

- (i) any agency, authority, or instrumentality of the state or political subdivision;
- (ii) a pool of assets sponsored or established by the state or political subdivision or any agency, authority or instrumentality thereof, including, but not limited to a “defined benefit plan”, as defined in section 414(j) of the Internal Revenue Code, or a state general fund;
- (iii) a plan or program of a government entity; and
- (iv) officers, agents, or employees of the state or political subdivision or any agency, authority or instrumentality thereof, acting in their official capacity. (Note that any such officers, agents, or employees will not be considered a government entity if they are making an investment in the Fund not in their official capacity.)



*(Please note that, if the Investor enters the name of a government entity in this Item (E), the Fund will treat the Investor as if it were the government entity for purposes of Rule 206(4)-5 (the “Pay to Play Rule”) promulgated under the Investment Advisers Act of 1940, as amended (the “Advisers Act”).)*

- (F) If the Investor is (i) a government entity, (ii) acting as an agent or nominee for a beneficial owner that is a government entity, or (iii) an entity described in Item (E), the Investor certifies that:

\_\_\_\_\_  
Initial other than the Pay to Play Rule, no “pay to play” or other similar compliance obligations would be imposed on the Fund, the General Partner, the Investment Manager or their affiliates in connection with the Investor’s subscription.

If the Investor cannot make such certification, indicate in the space below all other “pay to play” laws, rules or guidelines, or lobbyist disclosure laws or rules, the Fund, the General Partner, the Investment Manager or their affiliates, employees or third-party placement agents would be subject to in connection with the Investor’s subscription:

- (G) The Investor (please initial one)  
(is) \_\_\_\_\_  
(is not) \_\_\_\_\_  
registered as an investment company under the Company Act (a “Registered Fund”).

- (H) The Investor (please initial one)  
(is) \_\_\_\_\_  
(is not) \_\_\_\_\_  
an affiliated person<sup>11</sup> of a Registered Fund. If the Investor is an affiliated person of a

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For purposes of this item, the term “affiliated person” of another person means:

- (i) any person directly or indirectly owning, controlling, or holding with power to vote, 5% or more of the outstanding voting securities of such other person;
- (ii) any person 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other person;
- (iii) any person directly or indirectly controlling, controlled by, or under common control with, such other person;
- (iv) any officer, director, partner, copartner, or employee of such other person;
- (v) if such other person is an investment company, any investment adviser thereof or any member of an advisory board thereof; and
- (vi) if such other person is an unincorporated investment company not having a board of directors, the depositor thereof.

For this purpose, “control” means the power to exercise a controlling influence over the management or policies of a company, whether by stock ownership, contract or otherwise, unless such power is solely the result of an official position with such company. Any person who owns beneficially, either directly or through one or more controlled companies, more than 25% of the voting securities of a company is presumed to control the company. Entities that may be deemed to be under “common control” are those that (a) are directly or indirectly controlled by the same person or (b) have substantially the same officers and directors or managers or the same investment adviser.

Registered Fund, please provide the name of the Registered Fund:  
\_\_\_\_\_.

(I) The Investor (please initial one)

(is) \_\_\_\_\_

(is not) \_\_\_\_\_

(i) a “bank holding company” (as defined in Section 2(a) of the U.S. Bank Holding Company Act of 1956, as amended (the “BHCA”)), (ii) an entity that is subject to the BHCA pursuant to the U.S. International Banking Act of 1978, as amended, or (iii) an “affiliate” (as defined in Section 2(k) of the BHCA) of either of the foregoing. The Fund may request information regarding the bank holding company status of the Investor or any affiliate of the Investor.

(J) The Investor (please initial one)

(is) \_\_\_\_\_

(is not) \_\_\_\_\_

a “banking entity” (as defined in Regulation VV of the Board of Governors of the U.S. Federal Reserve System (the “Volcker Rule”)).

(K) The Investor (please initial one)

(is) \_\_\_\_\_

(is not) \_\_\_\_\_

a “covered fund” (as defined in the Volcker Rule).

If the Investor is a “covered fund”, please complete each of the following:

1. The Investor (please initial one) \_\_\_\_\_ (is) \_\_\_\_\_ (is not) (*initial one*) a “covered fund” (i) for which a “banking entity” serves as “sponsor”, investment manager, investment adviser, commodity trading advisor, or (ii) that was otherwise “organized and offered” by a “banking entity” (each as defined in the Volcker Rule).

2. The Investor (please initial one) \_\_\_\_\_ (is) \_\_\_\_\_ (is not) “controlled” (as defined in the Volcker Rule) by a second “covered fund” described in clause (i) or (ii) of Item (N)(i) above.

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## GENERAL ELIGIBILITY REPRESENTATIONS

### II. ERISA INFORMATION

(A) The Investor (please initial one) \_\_\_\_\_ (is) \_\_\_\_\_ (is not) a “Benefit Plan Investor”<sup>12</sup> as defined in this Subscription Agreement.

(B) If the Investor is a pooled investment fund, the Investor certifies to either 1 or 2 below:

(Please initial one)

Initial \_\_\_\_\_ 1. Less than 25% of the value of each class of equity interests in the Investor (excluding from this computation interests held by (i) any individual or entity (other than a Benefit Plan Investor) having discretionary authority or control over the assets of the Investor, (ii) any individual or entity (other than a Benefit Plan Investor) who provides investment advice for a fee (direct or indirect) with respect to the assets of the Investor and (iii) any affiliate of such individuals or entities other than a Benefit Plan Investor) is held by Benefit Plan Investors.

Initial \_\_\_\_\_ 2. Twenty-five percent or more of the value of any class of equity interests in the Investor (excluding from this computation interests held by (i) any individual or entity (other than a Benefit Plan Investor) having discretionary authority or control over the assets of the Investor, (ii) any individual or entity (other than a Benefit Plan Investor) who provides investment advice for a fee (direct or indirect) with respect to the assets of the Investor and (iii) any affiliate of such individuals or entities other than a Benefit Plan Investor) is held by Benefit Plan Investors;

and

\_\_\_\_\_ % of the equity interest in the Investor is held by Benefit Plan Investors.

(c) If the Investor is an insurance company, the Investor certifies to either 1 or 2 below:

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<sup>12</sup> For these purposes, a “Benefit Plan Investor”, as defined under Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and any regulations promulgated thereunder, includes (a) an “employee benefit plan” that is subject to the provisions of Title I of ERISA; (b) a “plan” that is not subject to the provisions of Title I of ERISA, but that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), such as individual retirement accounts and certain retirement plans for self-employed individuals; and (c) a pooled investment fund whose assets are treated as “plan assets” under Section 3(42) of ERISA and any regulations promulgated thereunder because “employee benefit plans” or “plans” hold 25% or more of any class of equity interest in such pooled investment fund.

(Please initial one)

- Initial \_\_\_\_\_ 1. The Investor is an insurance company investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account) in the Fund but none of the underlying assets of the Investor's general account constitutes "plan assets" within the meaning of Section 401(c) of ERISA.
- Initial \_\_\_\_\_ 2. The Investor is an insurance company investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account) in the Fund and a portion of the underlying assets of the Investor's general account constitutes "plan assets" within the meaning of Section 401(c) of ERISA; and \_\_\_\_\_% of its general account assets constitute "plan assets" within the meaning of Section 401(c) of ERISA.

## **GENERAL ELIGIBILITY REPRESENTATIONS**

### **III. TAX INFORMATION**

- (A) If the Investor is exempt from U.S. federal income tax, please indicate the basis for the exemption:

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- (B) Form W-9

**For All Investors: Please complete Form W-9 Appended.**

- (C) Form W-7, Form W-8, Form W-8 BEN, Form W-8 BENE

**For Investors; as applicable to the investor.**

## GENERAL ELIGIBILITY REPRESENTATIONS

### IV. ACCREDITED INVESTOR STATUS

(A) Investor Representations and Warranties Concerning Suitability and Accredited Investor Status. The undersigned represents and warrants the following information:

**INITIAL ALL APPROPRIATE SPACES ON THE FOLLOWING PAGES INDICATING THE BASIS UPON WHICH THE UNDERSIGNED QUALIFIES AS AN ACCREDITED INVESTOR (PLEASE INITIAL ONLY WHERE APPROPRIATE).** To determine, whether you qualify for accredited investor status, your status must be one of the following:

- (a) \_\_\_\_\_ The undersigned is not an accredited investor. **STOP!**
- (b) (i) \_\_\_\_\_ The undersigned hereby certifies that the undersigned is an accredited investor because the undersigned has, at the time of purchase, an individual net worth, or the undersigned and the undersigned's spouse have a combined net worth, excluding the value of the undersigned's (and his or her spouse's, as applicable) principal residence, in excess of \$1,000,000.<sup>13</sup>
- (ii) \_\_\_\_\_ The undersigned hereby certifies that the undersigned is an accredited investor because the undersigned had individual income (exclusive of any income attributable to the undersigned's spouse) of more than \$200,000 in the prior two calendar years or joint income with the undersigned's spouse in excess of \$300,000 for each of those years and the undersigned reasonably expects to reach the same income level in the current calendar year.
- (iii) \_\_\_\_\_ The undersigned natural person hereby certifies that the undersigned is an accredited investor because the undersigned person holds in good standing a Financial Industry Regulatory Authority, Inc. (FINRA) Series 7, 65, or 82 licenses.
- (iv) \_\_\_\_\_ The undersigned natural person hereby certifies that the undersigned is an accredited investor because the undersigned person is "knowledgeable employee" of an entity that would be required to register as an investment company under the Investment Company Act but for the exclusions provided by Investment Company Act of 1940 Section 3(c)(1) or 3(c)(7) thereof, generally known as "private funds," which includes an executive officer, director, trustee, general partner, advisory board member, or

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<sup>13</sup> Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000.

(i) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

similar, of the private fund or an affiliated management person, or an employee of the fund or “an affiliated management person” who participates in investment activities as part of his or her regular functions or duties.

(v)\_\_\_\_\_ The undersigned hereby certifies that the undersigned is an accredited investor because the undersigned is an entity registered as investment advisers under the Investment Advisers Act of 1940 (Advisers Act) or state law or an exempt reporting adviser to private fund with less than \$150 million in assets under management that file Form ADV with the SEC. (Note that employees of registered investment advisers and exempt reporting advisers will not qualify as accredited investors based solely on such employment.)

(vi)\_\_\_\_\_ The undersigned hereby certifies that the undersigned is an accredited investor because the undersigned is a Rural Business Investment Companies (RBICs), as defined in the Consolidated Farm and Rural Development Act, approved by the Secretary of Agriculture intended to promote economic development and the creation of wealth and job opportunities in rural areas and among individuals living in such areas.

(vii)\_\_\_\_\_ The undersigned hereby certifies that the undersigned is an accredited investor because the undersigned is another entity including “Indian tribes and the divisions and instrumentalities thereof, federal, state, territorial, and local government bodies, and entities organized or under the laws of foreign countries, as well as entity types that might be created in the future, with over \$5 million in Investments that does not fall within the other institutional categories and own “investments,” as defined in Rule 2a51-1(b) of the Investment Company Act, of over \$5 million and were not formed specifically to acquire the offered securities. (Investments include, “among other things: Securities; real estate, commodity interests, physical commodities, and non-security financial contracts held for investment purposes; cash and cash equivalents.”)

(viii)\_\_\_\_\_ The undersigned hereby certifies that the undersigned is an accredited investor because the undersigned is a Family Offices as defined in Rule 202(a) under The Investment Advisers Act with over \$5 million of assets under management, not formed for the purpose of buying the specific securities being offered, and whose investments are directed by a person knowledgeable and experienced in financial and business matters who is capable of evaluating the risks and merits of the proposed investment and Family Clients making an investment in the issuer as directed by such family office.

(ix)\_\_\_\_\_ The undersigned hereby certifies that it is an accredited investor because the undersigned is an individual IRA subscriber (IRA) who is an accredited investor by reason of one or more of the other statements herein, which such applicable statement or statements are also initialed and **identified by the circled letters “IRA.”**

(x)\_\_\_\_\_ The undersigned hereby certifies that it is an accredited investor because it is a bank as defined in Section 3(a)(2) of the Act.

(xi)\_\_\_\_\_ The undersigned hereby certifies that it is an accredited investor because it is a savings and loan association or other institution as defined in Section 3(a)(5) of the Act, whether acting in its individual or fiduciary capacity.

(xii)\_\_\_\_\_ The undersigned hereby certifies that it is an accredited investor because it is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.

(xiii)\_\_\_\_\_ The undersigned hereby certifies that it is an accredited investor because it is an insurance company as defined in Section 2(13) of the Act.

(xiv)\_\_\_\_\_ The undersigned hereby certifies that it is an accredited investor because it is an investment company registered under the Investment Company Act of 1940, as amended, or a business development company as defined in Section 2(a)(48) of the Act.

(xv)\_\_\_\_\_ The undersigned hereby certifies that it is an accredited investor because it is 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, as amended.

(xvi)\_\_\_\_\_ The undersigned hereby certifies that it is an accredited investor because it is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.

(xvii)\_\_\_\_\_ The undersigned hereby certifies that it is an accredited investor because it is a corporation, limited liability company, partnership, or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, or Massachusetts or similar business trust, not formed for the specific purpose of acquiring the Partnership's Interests, with total assets in excess of \$5,000,000.

(xviii)\_\_\_\_\_ The undersigned hereby certifies that it is an accredited investor because it is a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Partnership Interests, whose purchase of the Partnership Interests is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D promulgated under the Act.

(xix)\_\_\_\_\_ The undersigned hereby certifies that it is an accredited investor because it is a revocable trust whose grantors are all accredited investors by reason of one or more of the other statements herein, which such applicable statement or statements are also initialed and identified by the circled letter "G."

(xx)\_\_\_\_\_ The undersigned hereby certifies that it is an accredited investor because it is an entity in which all of the equity owners meet one of the requirements of subsections (i) through (xix) hereof.

(xxi)\_\_\_\_\_ The undersigned certifies that the undersigned is a director or executive officer of the General Partner and/or an employee or a member of the Investment Advisor.

(xxiii)\_\_\_\_\_ Subscriber represents and warrants that Subscriber or any person deemed to be a "beneficial owner" of Interests in the Company through Subscriber's purchase of such Interests under SEC Rule 13d-3 or 13d-5 (and "Indirect Beneficial Owner") has / has not been subject to any "disqualifying event" by initialing the applicable line. Subscriber must review "disqualifying event" herein below, before completing this Item.

(xxxiv)\_\_\_\_\_ **Subscriber or an Indirect Beneficial Owner is or has been subject to one or more "disqualifying events" as defined in "Disqualifying Events".**



(xxxv)\_\_\_\_\_ **Neither Subscriber nor any Indirect Beneficial Owner is or has been subject to one or more “Disqualifying Events” as defined herein below.**

Subscriber agrees to immediately notify, in writing, the Company and the Investment Manager upon any change to the foregoing representations and, upon request, to promptly furnish such information to the Company or the Investment Manager as may be required to confirm, amplify or refine details with respect to the foregoing representations. If you are unable to make any of the foregoing representations, please contact the Company immediately.

### **“Disqualifying Events”**

Rule 506 of Regulation D under the Securities Act, include “bad actor” disqualification requirements in Rule 506(d). Under Rule 506(d), the Company will not be permitted to rely on the Rule 506 safe harbor from Securities Act registration if the Company or any other person covered by the rule (which includes beneficial owners of 20% of voting shares) experiences a “disqualifying event.” The Company is also required to provide disclosures to investors about certain past “disqualifying events.”

As a result, the Company requires certain acknowledgements, representations, warranties and undertakings from Subscriber as to whether it is subject to a “disqualifying event” before the Company will issue Interests to Subscriber. The Company may, in certain limited instances, issue Interests despite a subscriber having a past “disqualifying event.” After reviewing disqualifying event, Subscriber should indicate its Rule 506(d) status in (xvi) above.

Subscriber has a “disqualifying event” if Subscriber:

1. has within the last ten (10) years, been convicted of a felony or misdemeanor, in the United States, (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC or (iii) 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;
2. is currently subject to any order, judgment or decree of any U.S. court of competent jurisdiction, entered in the last five (5) years, that restrains or enjoins the Applicant from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of a false filing with the SEC or (iii) 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;
3. is currently 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 National Credit Union Administration, or the Commodity Futures Trading Commission, that —

(a) bars Subscriber from —

- i. association with an entity regulated by such commission, authority, agency, or officer;
- ii. engaging in the business of securities, insurance, or banking; or
- iii. 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 within the last ten (10) years;

- 4. is currently subject to an order of the SEC pursuant to Section 15(b) or 15B(c) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or Section 203(e) or (f) of the Investment Advisers Act that (i) suspends or revokes Subscriber’s registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on Subscriber’s activities, functions or operations or (iii) bars Subscriber from being associated with any entity or from participating in the offering of any penny stock;
- 5. is currently subject to any order of the SEC, entered in the last five (5) years, that orders Subscriber to cease and desist from committing or causing a violation or future violation of (i) any scienter-based anti-fraud provision of the federal securities laws (including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act (but excluding a violation of Rule 105 or Regulation M under the Exchange Act) and Rule 10b-5 thereunder, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Advisers Act, or any other rule or regulation thereunder) or (ii) Section 5 of the Securities Act;
- 6. is currently suspended or expelled from membership in, or suspended or barred from association with a member of, a self-regulatory organization for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;
- 7. has filed as a registrant or issuer, or has been named as an underwriter in, a registration statement or Regulation A offering statement filed with the SEC that, within the last five (5) years, (i) was the subject of a refusal order, stop order, or order suspending the Regulation A exemption or (ii) is currently the subject of an investigation or a proceeding to determine whether such a stop order or suspension order should be issued; or
- 8. is subject to (i) a United States Postal Service false representation order entered into within the last five (5) years, or (ii) 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.

(c) The undersigned hereby certifies that the undersigned has such knowledge and experience in financial and business matters that the undersigned is capable of evaluating the merits and risks of an investment in the Partnership Interests and that purchase of the Partnership Interests may be deemed to be

a speculative investment and is not intended as a complete investment program. The undersigned hereby certifies that the undersigned acknowledges that an investment in the Partnership is designed only for investors who have adequate means of providing for their needs and contingencies without relying on distributions or withdrawals from their Partnership accounts; who are financially able to maintain their investment; and who can afford the loss of their investment. There can be no assurance that the Partnership will achieve its investment objective, and investors may lose a substantial portion of their investment. The undersigned further hereby certifies that the undersigned is a sophisticated investor.

(d) The undersigned confirms that (i) the **undersigned will not use the assets of a “Benefit Plan Investor”** as defined in the United States Department of Labor (“DOL”) Regulation §2510.3-101 to invest in the Partnership, provided that a Benefit Plan Investor includes (i) any employee benefit plan as defined in section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”), whether or not it is subject to the provisions of Title I of ERISA (including governmental plans), (ii) any plan described in section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (including an individual retirement account), and (iii) any entity, including a master trust established for one or more pension plans, whose underlying assets include plan assets by reason of a plan’s investment in an entity;

Yes \_\_\_\_\_ No \_\_\_\_\_

or (iv) if the undersigned is an insurance company general account, no portion of the assets in the undersigned’s general account constitutes “plan assets” subject to ERISA.

Yes \_\_\_\_\_ No \_\_\_\_\_

The undersigned shall promptly provide to the General Partner such information as the General Partner may from time to time request for purposes of determining whether the assets of the Partnership are “plan assets” under ERISA.

The undersigned confirms that, if the Partnership Interests are being acquired by the undersigned by or on behalf of any “employee benefit plan” subject to section 3(3) of ERISA or of a plan subject to section 4975 of the Code or any entity the assets of which constitute assets of such employee benefit plan or plans, (x) such acquisition has been duly authorized in accordance with the governing documents of such plan and (y) such acquisition and the subsequent holding of the Partnership Interests does not and will not constitute a “prohibited transaction” within the meaning of section 406 of ERISA or section 4975 of the Code that is not subject to an exemption contained in ERISA or in the rules and regulations adopted by the DOL thereunder. The undersigned acknowledges that as a Limited Partner the undersigned will have no right to withdraw from the Partnership except as specifically provided in the Agreement of Limited Partnership.

(B) If the Investor is (i) an individual or (ii) relying on the accredited investor status of its owners who are individuals, the Investor has provided the following “accredited investor” verification documentation to the General Partner:

**(The Investor has provided at least one of the items listed below)**

Initial Items below

- \_\_\_\_\_ Your status as an “Accredited Investor” has been independently verified by a **THIRD PARTY CONFIRMATION**, See Exhibit F appended.
- \_\_\_\_\_ Form 1040 filed with the Internal Revenue Service by the Investor (and his/her spouse), or each of the Investor's owners (and his/her spouse), for the two most-recent years demonstrating that the Investor (or each of its owners) had individual income (exclusive of any income attributable to his or her spouse) of more than \$200,000 in each of the past two years, or joint income with his or her spouse of more than \$300,000 in each of those years, and reasonably expects to reach the same income level in the current year.
- \_\_\_\_\_ Form 1099 filed with the Internal Revenue Service by the Investor (and his/her spouse), or each of the Investor's owners (and his/her spouse), for the two most-recent years demonstrating that the Investor (or each of its owners) had individual income (exclusive of any income attributable to his or her spouse) of more than \$200,000 in each of the past two years, or joint income with his or her spouse of more than \$300,000 in each of those years, and reasonably expects to reach the same income level in the current year.
- \_\_\_\_\_ Schedule K-1 of Form 1065 filed with the Internal Revenue Service by the Investor (and his/her spouse), or each of the Investor's owners (and his/her spouse), for the two most-recent years demonstrating that the Investor (or each of its owners) had individual income (exclusive of any income attributable to his or her spouse) of more than \$200,000 in each of the past two years, or joint income with his or her spouse of more than \$300,000 in each of those years, and reasonably expects to reach the same income level in the current year.
- \_\_\_\_\_ Form W-2 issued by the Internal Revenue Service to the Investor (and his/her spouse), or each of the Investor's owners (and his/her spouse), for the two most-recent years demonstrating that the Investor (or each of its owners) had individual income (exclusive of any income attributable to his or her spouse) of more than \$200,000 in each of the past two years, or joint income with his or her spouse of more than \$300,000 in each of those years, and reasonably expects to reach the same income level in the current year.
- \_\_\_\_\_ Bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments or appraisal reports issued by independent third parties, dated within three months of the date of this Subscription Agreement demonstrating that the Investor (or each of its owners) has an individual net worth, or joint net worth with his or her spouse, in excess of \$1,000,000.
- \_\_\_\_\_ A Consumer or credit report from at least one of the nationwide consumer reporting agencies indicating the Investor's (or each of its owners') assets and liabilities, dated within three months of

the date of this Subscription Agreement demonstrating that the Investor (or each of its owners) has an individual net worth, or joint net worth with his or her spouse, in excess of \$1,000,000.

The General Partner may request additional “accredited investor” verification documentation.

**V. QUALIFIED CLIENT STATUS**

- (A) The Investor certifies that the Investor is an “Qualified Clients” as defined in Rule 205-3 of the Investment Advisers Act of 1940. because:

(Please initial as appropriate)

**1. The undersigned is (check one):**

Initial \_\_\_\_\_ The undersigned is not a Qualified Client.

Initial \_\_\_\_\_ (i) A natural person **(please complete Part 2 below)**;

Initial \_\_\_\_\_ (ii) A corporation, partnership, association, joint-stock company, trust, or any organized group of persons, whether incorporated or not, which does not rely on Section 3(c)(1) of the 1940 Act to avoid being deemed an investment company, is not a small business development company as defined in Section 202(a)(22) of the Advisers Act, and is not registered or required to be registered as an investment company under the 1940 Act **(please complete Part 2 below)**;

Initial \_\_\_\_\_ (iii) A corporation, partnership, association, joint-stock company, trust, or any organized group of persons, whether incorporated or not, which relies on Section 3(c)(1) of the 1940 Act to avoid being deemed an investment company, is not a small business development company as defined in Section 202(a)(22) of the Advisers Act, and is not registered or required to be registered as an investment company under the 1940 Act **(please complete Part 3 below)**;

**2. Only if you checked box (i) or (ii) in Part 1 above, complete the following:**

The undersigned certifies, represents, and warrants that (check all statements that apply):

Initial \_\_\_\_\_ (a) It is a Qualified Client because its net worth (which, for a natural person, can include assets held jointly with a spouse), *excluding* the value of the undersigned’s (and his and her spouse’s, as applicable) primary residence<sup>14</sup>, exceeds U.S. \$2,200,000; or

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<sup>14</sup> For purposes of calculating net worth under this option, please be advised of the following:

- Indebtedness that is secured by the subscriber’s primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of the Partnership Interests described herein exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
- Indebtedness that is secured by the subscriber’s primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of the Partnership Interests described herein shall be included as a liability.

Initial \_\_\_\_\_ (b) It is a Qualified Client because it is a qualified purchaser within the meaning of Section 2(a)(51)(A) of the 1940 Act; or

Initial \_\_\_\_\_ (c) It is a Qualified Client because it has invested, or is obligating itself hereby to invest, at least U.S. \$1,100,000 in the Partnership.

Initial \_\_\_\_\_ (d) None of the above statements apply (**please complete Part 4 of this questionnaire**).

3. **Only if you checked box (iii) in Part 1 above, complete the following:**

The undersigned certifies, represents and warrants that (check one):

Initial \_\_\_\_\_ (a) It is a Qualified Client because each of the undersigned's equity owners (i) has a net worth (which, for a natural person, can include assets held jointly with a spouse) which exceeds U.S. \$2,200,000; or (ii) has an investment of at least U.S. \$1,100,000 in the Subscriber; or (iii) is a qualified purchaser within the meaning of Section 2(a)(51)(A) of the 1940 Act; or

Initial \_\_\_\_\_ (b) It is a Qualified Client because the undersigned has the ability to, and does, allocate charges for performance fees so that its equity owners which do not meet Part 3 (a) (i), (ii), or (iii) above are not charged a performance fee.

Initial \_\_\_\_\_ (c) None of the above statements apply (**please complete Part 4 of this questionnaire**).

4. **Complete the following only if directed to above or if you wish to disclose any additional information regarding your status as a Qualified Client.**

If you checked Part 2 (d) or Part 3 (c), please either check the box below, confirming you are not a Qualified Client, or, on the lines below, provide an explanation as to the exceptions or special circumstances which allow you to be considered a Qualified Client or any other relevant information.

\_\_\_\_\_ The undersigned certifies, warrants, and represents it is **not** a Qualified Client as defined in Rule 203-5 of the Investment Advisers Act of 1940.

Explanation of Exceptions, Special Circumstances, if any:

**VI. QUESTIONNAIRE FOR ALLOCATION OF NEW ISSUES**  
**(TO BE COMPLETED BY FINRA MEMBER OF BROKER DEALER INDIVIDUALS ONLY)**

Instructions: To enable the General Partner to determine your eligibility to have an indirect interest in New Issues through your investment in the Partnership, please complete this Questionnaire. Please check those statements below which apply to you and, if necessary, provide such other information requested.

You understand that the determination of your eligibility to participate in New Issues will be made by the General Partner in its sole discretion.

- \_\_\_\_\_ a. You are a member of FINRA or a broker/dealer.
- \_\_\_\_\_ b. You are (i) an officer, director, general partner, associated person, or employee of a FINRA member or a broker/dealer (other than a limited business broker/dealer); or (ii) an agent of a FINRA member or a broker/dealer (other than a limited business broker/dealer) that engages in the investment banking or securities business.
- \_\_\_\_\_ c. You are an immediate family member of a person described in item (b) that materially supports, or receives material support from, such person.
- \_\_\_\_\_ d. You are 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.
- \_\_\_\_\_ e. You are an immediate family member of a person described in item (d) that materially supports, or receives material support from, such person.
- \_\_\_\_\_ f. You are a person listed, or required to be listed, in Schedule A of a Form BD (other than with respect to a limited business broker/dealer), and such listing is not identified by an ownership code of less than 10%.
- \_\_\_\_\_ g. You are a person listed, or required to be listed, in Schedule B of a Form BD (other than with respect to a limited business broker/dealer), and such listing does not or would not relate to an ownership interest in a person listed on Schedule A of such Form BD that is identified by an ownership code of less than 10%.
- \_\_\_\_\_ h. You are a person listed, or required to be listed, in Schedule C of a Form BD that meets the criteria of items (f) or (g) above.
- \_\_\_\_\_ i. You are 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 a Form BD (other than a reporting company that is listed on a national securities exchange or is traded on the NASDAQ National Market, or other than with respect to a limited business broker/dealer).
- \_\_\_\_\_ j. You are 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 reporting company that is listed on a national securities exchange or is traded on the NASDAQ National Market, or other than with respect to a limited business broker/dealer).



\_\_\_\_\_ k. You are an immediate family member of a person described in any of items (f) through (j).

\_\_\_\_\_ l. None of the above statements is applicable to you.

AND/OR

\_\_\_\_\_ m. You are a person who has authority to buy or sell securities for a family investment vehicle.

**IN WITNESS WHEREOF**, the undersigned has executed this QUESTIONNAIRE FOR ALLOCATION OF NEW ISSUES this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

INDIVIDUALS	ENTITIES
Signature _____	Print Name of Entity _____
Print Name _____	By: _____ Authorized Signature
Additional Signature _____	Print Name and Title _____
Print Name _____	

**VII. QUESTIONNAIRE FOR ALLOCATION OF NEW ISSUES**  
**(TO BE COMPLETED BY FINRA MEMBER OR BROKER DEALER ENTITY SUBSCRIBERS ONLY)**

To enable the General Partner to determine your eligibility to have an indirect interest in New Issues through your investment in the Partnership, please complete this Questionnaire. Please check those statements below which apply to you and, if necessary, provide such other information requested.

You understand that the determination of your eligibility to participate in New Issues will be made by the General Partner in its sole discretion.

\_\_\_\_\_ a. You are, or a person having a beneficial interest in your Interest is, a member of FINRA or a broker/dealer.

\_\_\_\_\_ b. You are, or a person having a beneficial interest in your Interest is, (i) an officer, director, general partner, associated person, or employee of a FINRA member or a broker/dealer (other than a limited business broker/dealer); or (ii) an agent of a FINRA member or a broker/dealer (other than a limited business broker/dealer) that is engaged in the investment banking or securities business.

\_\_\_\_\_ c. A person having a beneficial interest in your Interest is an immediate family member of a person described in item (b) that materially supports, or receives material support from, such person.

\_\_\_\_\_ d. A person having a beneficial interest in your Interest 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.

\_\_\_\_\_ e. A person having a beneficial interest in your Interest is an immediate family member or a person described in item (d) that materially supports, or receives material support from, such person.

\_\_\_\_\_ f. You are, or a person having a beneficial interest in your Interest is, a person listed, or required to be listed, in Schedule A of a Form BD (other than with respect to a limited business broker/dealer), and such listing is not identified by an ownership code of less than 10%.

\_\_\_\_\_ g. You are, or a person having a beneficial interest in your Interest is, a person listed, or required to be listed, in Schedule B of a Form BD (other than with respect to a limited business broker/dealer), and such listing does not or would not relate to an ownership interest in a person listed on Schedule A of such Form BD that is identified by an ownership code of less than 10%.

\_\_\_\_\_ h. You are, or a person having a beneficial interest in your Interest is, a person listed, or required to be listed, in Schedule C of a Form BD that meets the criteria of items (f) or (g) above.

\_\_\_\_\_ i. You are, or a person having a beneficial interest in your Interest 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 a Form BD (other than a reporting company that is listed on a national securities exchange or is traded on the NASDAQ National Market, or other than with respect to a limited business broker/dealer).

\_\_\_\_\_ j. You are, or a person having a beneficial interest in your Interest 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 reporting company that is listed on a national securities exchange or is traded on

the NASDAQ National Market, or other than with respect to a limited business broker/dealer).

\_\_\_\_\_ k. A person having a beneficial interest in your Interest is an immediate family member of a person described in any of items (f) through (j).

\_\_\_\_\_ l. You are an investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act").

\_\_\_\_\_ m. You are an employee benefits plan under the U.S. Employee Retirement Income Security Act of 1974, as amended, that is qualified under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), provided that you are not sponsored solely by a broker/dealer.

\_\_\_\_\_ n. You are a common trust fund or similar fund described in section 3(a)(12)(A)(iii) of the Investment Company Act, provided that (i) you have investments from 1,000 or more accounts, and (ii) you do not limit beneficial interests, in you principally, to trust accounts of persons listed in items (a) through (k).

\_\_\_\_\_ o. You are an insurance company general, separate or investment account, provided that (i) you are funded by premiums from 1,000 or more policyholders, or, if you are a general account, the insurance company has 1,000 or more policyholders, and (ii) the insurance company does not limit the policyholders whose premiums are used to fund you principally to persons listed in items (a) through (k), or, if you are a general account, the insurance company does not limit its policyholders principally to persons listed in items (a) through (k).

\_\_\_\_\_ p. You are a publicly traded entity (other than a broker/dealer or an affiliate of a broker/dealer where such broker/dealer is authorized to engage in the public offering of new issues either as a selling group member or underwriter) that (i) is listed on a national securities exchange, (ii) is traded on the NASDAQ National Market, or (iii) is a foreign issuer whose securities meet the quantitative designation criteria for listing on a national securities exchange or trading on the NASDAQ National Market.

\_\_\_\_\_ q. You are an investment company organized under the laws of a foreign jurisdiction, provided that (i) you are listed on a foreign exchange or authorized for sale to the public by a foreign regulatory authority, and (ii) no person owns more than 5% of the Interests of you as a person listed in items (a) through (k).

\_\_\_\_\_ r. You are a state or municipal government benefit plan that is subject to state and/or municipal regulation.

\_\_\_\_\_ s. You are a tax-exempt charitable organization under section 501(c)(3) of the Internal Revenue Code.

\_\_\_\_\_ t. You are a church plan under section 414(e) of the Internal Revenue Code.

\_\_\_\_\_ u. None of the above statements is applicable to you.

AND/OR

\_\_\_\_\_ v. A person having a beneficial interest in your Interest is a person who has authority to buy or sell

securities for a family investment vehicle.

**IN WITNESS WHEREOF**, the undersigned has executed this QUESTIONNAIRE FOR ALLOCATION OF NEW ISSUES this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

INDIVIDUALS	ENTITIES
Signature _____	Print Name of Entity _____
Print Name _____	By: _____ Authorized Signature
Additional Signature _____	Print Name and Title _____
Print Name _____	

## SUBSCRIPTION AGREEMENT SIGNATURE PAGES

### ALL INVESTORS MUST COMPLETE THIS SECTION

1. The undersigned represents and warrants that the undersigned has carefully read and is familiar with this Subscription Agreement, the Partnership Agreement and the Memorandum;
2. The undersigned represents and warrants that the information contained herein is complete and accurate and may be relied upon; and
3. The undersigned agrees that the execution of this signature page constitutes the execution and receipt of this Subscription Agreement.
4. The undersigned has executed the foregoing agreements as of the date first set forth below and further that the undersigned hereby affirms that (he/she/they) executed the subscriptions and signature pages as (his/her/their) free and voluntary act and deed and swears and affirms under the pains and penalties of perjury that the information provided is true in substance and in fact.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

INDIVIDUALS	ENTITIES
Signature	Print Name of Entity
Print Name	By: _____ Authorized Signature <sup>15</sup>
Additional Signature	Print Name and Title
Print Name	

**FOR INTERNAL USE ONLY BY FINISTERRE CAPITAL MANAGEMENT, LLC  
FINISTERRE HEDGE FUND, L.P.**

SUBSCRIPTION ACCEPTED AS TO \$ \_\_\_\_\_ on (date) \_\_\_\_\_

**FINISTERRE HEDGE FUND, L.P.**

**FINISTERRE CAPITAL MANAGEMENT, LLC**

By: \_\_\_\_\_

Effective Date: \_\_\_\_\_

<sup>15</sup>

If the Investor is an Individual Retirement Account or other self-directed defined contribution plan, or if the authorized signatory of the Investor is a directed trustee, then the individual who established the Individual Retirement Account, the investing participant in the self-directed defined contribution plan or the person who directed the Investor's investment in the Fund, as the case may be, must execute the representations and warranties on the following page

**NAME OF TRUSTEES OR OTHER FIDUCIARIES EXERCISING  
INVESTMENT DISCRETION  
with Respect to Benefit Plan or Trust**

Signature	Printed Name	Title
Authorized Signature	Printed Name	Name of Benefit Plan or Institutional Trustee

**INSTITUTIONAL TRUSTEE, INCLUDING A BANK, INSURANCE COMPANY, REGISTERED INVESTMENT COMPANY, BUSINESS DEVELOPMENT COMPANY, OR SMALL BUSINESS INVESTMENT COMPANY MUST SIGN, WITH CO-TRUSTEES, IF ANY AND PROVIDE COMPLETE EXECUTED COPY OF CURRENT TRUST AGREEMENT.**

**If one Individual**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known or otherwise provided proof of identity, and known to me to be the individual described in and who executed the foregoing instruments, and (he/she/they) affirmed to me that (he/she/they) executed the same as (his/her/their) free act and deed; and swears and affirms under the pain and penalty of perjury that the information stated herein is true in substance and in fact.

\_\_\_\_\_  
Notary Public

**If more than one Individual**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known or who otherwise provided proof of identity, and known to me to be the individual described in and who executed the foregoing instruments, and (he/she/they) affirmed to me that (he/she/they) executed the same as (his/her/their) free act and deed; and swears and affirms under the pain and penalty of perjury that the information stated herein is true in substance and in fact.

\_\_\_\_\_  
Notary Public

**IRA ADDITIONAL REPRESENTATIONS**  
**Investment from an Individual Retirement Account or**  
**Self-Directed Defined Contribution Plan or by a Directed Trustee**

If the Investor is an Individual Retirement Account or other self-directed defined contribution plan or the person executing this Subscription Agreement is a directed trustee, then the individual who established the Individual Retirement Account, the investing participant in the self-directed defined contribution plan or the person who directed the Investor's investment in the Fund, as the case may be, represents and warrants that:

1. he or she has directed the custodian or trustee of the Investor to execute this Subscription Agreement in the appropriate place;
2. he or she has exclusive authority with respect to the decision to invest in the Fund;
3. he or she has reviewed and directed the representations and warranties made by the Investor in this Subscription Agreement; and
4. the representations and warranties made by the Investor in this Subscription Agreement are accurate and may be relied upon.

Signature:  _____	Name and Address of Custodian/Trustee and Contact Individual:
Print Name:  _____	Account or other Reference Number:  _____
	Custodian's Tax I.D. Number:  _____

## ERISA SUPPLEMENT TO THE SUBSCRIPTION AGREEMENT

### Only Benefit Plan Investors

#### ERISA REPRESENTATIONS AND WARRANTIES

The undersigned (the “Investor”) identified its status as a Benefit Plan Investor in the General Eligibility Representations section of the subscription agreement of **FINISTERRE HEDGE FUND, L.P.** (the “Fund”) executed by the Investor contemporaneously with this Supplement (the “Subscription Agreement”) and acknowledges that it must complete this supplement to the Subscription Agreement (this “Supplement”). Capitalized terms used in this Supplement and not defined herein shall have the meanings assigned to them in the Subscription Agreement.

Please review, complete and execute this Supplement and promptly return it to the Fund's Administrator.

(A) The Benefit Plan Investor represents and warrants that it is represented by a “fiduciary” within the meaning of Section 3(21) of ERISA, and/or Section 4975(e)(3) of the Internal Revenue Code (the “Independent Fiduciary”), which is: (Please check “Yes” in one of the items below)

1. a bank as defined in Section 202 of the U.S. Investment Advisers Act of 1940, as amended (the “Advisers Act”) or similar institution that is regulated and supervised and subject to periodic examination by a state or federal agency;  

☐ Yes ☐ No
2. an insurance carrier which is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of “plan assets”;  

☐ Yes ☐ No
3. an investment adviser registered under the Advisers Act or, if not registered as an investment adviser under the Advisers Act by reason of paragraph (1) of Section 203A of such Advisers Act, is registered as an investment adviser under the laws of the state in which it maintains its principal office and place of business;  

☐ Yes ☐ No
4. a broker-dealer registered under the U.S. Securities Exchange Act of 1934, as amended; and  

☐ Yes ☐ No
5. an independent fiduciary that holds, or has under management or control, total assets of at least \$50 million. Please note that if the Benefit Plan Investor is an “individual retirement account” as defined in Section 408(a) of the Internal Revenue Code (“IRA”), and the fiduciary making the decision to purchase equity interests in the Fund is the owner of the IRA, the Benefit Plan Investor may not check “Yes” to this question. If the Benefit Plan Investor is a defined contribution plan (such as a 401(k) plan or a profit sharing plan), and the fiduciary making the decision to purchase equity interests in the Fund is self-directing the assets in his or her account in the plan, the Benefit Plan Investor may not check “Yes”



to this question.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

(B) The Benefit Plan Investor represents and warrants that:

1. the Independent Fiduciary is acting as a fiduciary with respect to, and is responsible for exercising independent judgment in evaluating, the Benefit Plan Investor's purchase, holding and disposition of equity interests in the Fund;
2. the Independent Fiduciary is: (a) independent of the Investment Manager and any affiliate of the Investment Manager; and (b) capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies of the Fund, including the Benefit Plan Investor's purchase of equity interests in the Fund as contemplated in each Subscription Agreement;
3. it understands that none of the Fund nor the Investment Manager, nor any director, officer, member, partner, principal, or affiliate of the Fund or the Investment Manager, is by having made any oral or written statement prior to the date hereof or by making any future written or oral statement regarding the Fund, undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the Investor's purchase, holding or disposition of equity interests in the Fund;
4. the Independent Fiduciary acknowledges that the existence and nature of any fees paid to the Fund, the Investment Manager or any affiliate of the Investment Manager have been disclosed in the Memorandum;
5. there does not exist between the Independent Fiduciary and the Investment Manager nor any of its affiliates any financial interest, ownership interest or other relationship, agreement or understanding that would limit the Independent Fiduciary's ability to carry out its fiduciary responsibility to the Benefit Plan Investor beyond the control, direction, or influence of other persons involved in the purchase, holding and sale of the equity interests in the Fund; and
6. none of the Fund nor the Investment Manager, nor any director, officer, member, partner, principal, or affiliate of the Fund or the Investment Manager, receives a fee or other compensation from the Benefit Plan Investor or the Independent Fiduciary for the provision of investment advice in connection with the Benefit Plan Investor's purchase, holding or disposition of equity interests in the Fund.

SIGNATURE PAGE FOLLOWS:

20 \_\_\_\_ **IN WITNESS WHEREOF**, the undersigned has executed this Supplement this \_\_\_\_ day of \_\_\_\_

INDIVIDUALS	ENTITIES
Signature _____	Print Name of Entity _____
Print Name _____	By: _____ Authorized Signature
Additional Signature _____	Print Name and Title _____
Print Name _____	

**IRA SUBSCRIPTION AND AGREEMENT SIGNATURE PAGE**  
**Agreement of Custodian of Individual Retirement Account**

The undersigned, being the custodian of the above named Individual Retirement Account, hereby accepts and agrees to this subscription and Agreement of Limited Partnership. *(Custodian may substitute its form of acceptance and signature page)*

By: \_\_\_\_\_  
Signature of Authorized Signatory

(CUSTODIAN STAMP HERE)

\_\_\_\_\_  
Print Name and Title

**If one Individual**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally came \_\_\_\_\_, to me known or otherwise provided proof of identity, and known to me to be the individual described in and who executed the foregoing instruments, and (he/she/they) affirmed to me that (he/she/they) executed the same as (his/her/their) free act and deed and swears and affirms under the pain and penalty of perjury that the information stated herein is true in substance and in fact.

\_\_\_\_\_  
Notary Public

**If more than one Individual**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally came \_\_\_\_\_, to me known or who otherwise provided proof of identity, and known to me to be the individual described in and who executed the foregoing instruments, and (he/she/they) affirmed to me that (he/she/they) executed the same as (his/her/their) free act and deed and swears and affirms under the pain and penalty of perjury that the information stated herein is true in substance and in fact.

\_\_\_\_\_  
Notary Public

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**FOR INTERNAL USE ONLY BY FINISTERRE CAPITAL MANAGEMENT, LLC**  
**FINISTERRE HEDGE FUND, L.P.**

SUBSCRIPTION ACCEPTED AS TO \$ \_\_\_\_\_ on (date) \_\_\_\_\_  
**FINISTERRE HEDGE FUND, L.P.**  
**FINISTERRE CAPITAL MANAGEMENT, LLC**

By: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## LIMITED PARTNERSHIP AGREEMENT SIGNATURE PAGE

### ALL INVESTORS MUST COMPLETE THIS SECTION.

By its signature below, the undersigned agrees that effective as of the date of its admission to **FINISTERRE HEDGE FUND, L.P.** (the “Partnership”) as a limited partner of the Partnership, it shall (i) be bound by each and every term and provision of the Limited Partnership Agreement of the Partnership in effect as of the date hereof, as the same may be amended from time to time (the “Partnership Agreement”), and (ii) become and be a party to said Partnership Agreement.

INDIVIDUALS	ENTITIES
Signature _____	Print Name of Entity _____
Print Name _____	By: _____ Authorized Signature
Additional Signature _____	Print Name and Title _____
Print Name _____	

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**FOR INTERNAL USE ONLY BY FINISTERRE CAPITAL MANAGEMENT, LLC**

**FINISTERRE HEDGE FUND, L.P.**  
**FINISTERRE CAPITAL MANAGEMENT, LLC**

ACCEPTED AS TO \$ \_\_\_\_\_ on (date) \_\_\_\_\_

By: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**EXHIBIT A****FORM OF INCUMBENCY CERTIFICATE  
ENTITY INVESTORS**

**THE UNDERSIGNED**, being the \_\_\_\_\_ of \_\_\_\_\_  
(Insert title) (Insert Name of Entity)  
a \_\_\_\_\_ organized under the laws of \_\_\_\_\_  
(Insert Type of Entity) (Insert Jurisdiction of Organization)

(the "Company"), certifies on behalf of the Company that the persons named below are directors and/or officers of the Company and that the signature at the right of said name, respectively, is the genuine signature of said person and that the persons listed below are each an authorized signatory for the Company.

Name	Signature	Title

**IN WITNESS WHEREOF**, the undersigned has hereunto set his hand as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Name of Signatory #1

\_\_\_\_\_  
Print Title of Signatory #1

**THE UNDERSIGNED**, \_\_\_\_\_, a duly authorized \_\_\_\_\_  
(Insert Name of Signatory #2) (Insert Title)  
of the Company, certifies that \_\_\_\_\_ is a duly authorized officer of  
(Insert Name of Signatory #1)

\_\_\_\_\_ and that the signature set forth above is [his][her] true and correct signature.  
(Insert Name of Company)

**IN WITNESS WHEREOF**, the undersigned has hereunto set his hand as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Name & Title of Signatory #2

**EXHIBIT B**

**AML CERTIFICATION - FUND OF FUNDS OR ENTITIES  
THAT INVEST ON BEHALF OF THIRD PARTIES THAT ARE NOT LOCATED IN AN  
APPROVED FATF COUNTRY**

The undersigned, being the \_\_\_\_\_ of \_\_\_\_\_ organized under  
(Insert title) (Insert Name of Entity),

the laws of \_\_\_\_\_ (the "Company") certifies that is aware of applicable  
(Insert Jurisdiction of Organization)

anti-money laundering laws and regulations, including the requirements of the USA PATRIOT Act of 2001 and the regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control (collectively, the "anti-money laundering/OFAC laws"). The Company has anti-money laundering policies and procedures in place reasonably designed to verify the identity of its [beneficial holders] [underlying investors] and their sources of funds. Such policies and procedures are properly enforced and are consistent with the anti-money laundering/OFAC laws such that **FINISTERRE HEDGE FUND, L.P.** (the "Fund") may rely on this Certification.

The Company represents and warrants to the Fund that, to the best of its knowledge, the Company's [beneficial holders] [underlying investors] are not individuals, entities or countries that may subject the Fund to criminal or civil violations of any anti-money laundering/OFAC laws. The Company has read the section entitled "Anti-Money Laundering Representations and Covenants of the Investor" in the Fund's Subscription Agreement. The Company has taken all reasonable steps to ensure that its [beneficial holders] [underlying investors] are able to certify to such representations and warranties. The Company agrees to promptly notify the Fund in writing should the Company have any questions relating to any of the investors or become aware of any changes in the representations and warranties set forth in this Certification.

Date: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

**EXHIBIT C**

**FORM LETTER OF REFERENCE**

**[LETTERHEAD OF LOCAL OFFICE OF APPROVED FATF COUNTRY MEMBER BANKING  
INSTITUTION OR BROKERAGE FIRM]**

Date: \_\_\_\_\_, 20 \_\_\_\_\_

**FINISTERRE HEDGE FUND, L.P.  
FINISTERRE CAPITAL MANAGEMENT, LLC  
General Partner  
3050 Biscayne Blvd. Suite 501  
Miami, FL 33137**

To whom it may concern:

I, \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_  
(Name) , (Title) (Name of Institution)  
certify that \_\_\_\_\_ has maintained an account at our institution for \_\_\_\_\_ years;  
(Name of Investor)  
and, that during this period, nothing has occurred that would give our institution cause to be  
concerned regarding the integrity of \_\_\_\_\_.  
(Name of Investor)

If you have any further questions do not hesitate to contact the undersigned

Very truly yours,

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D****BENEFICIAL OWNERSHIP INFORMATION****To Be Completed By Entity Investors That Are Privately Held Entities****Instructions:**

Please complete and return this Exhibit and provide the name of every person who is directly, or indirectly through intermediaries, the beneficial owner of 25% or more of any voting or non-voting class of equity interests of the Investor. If the intermediary's shareholders or partners are not individuals, continue up the chain of ownership listing their 25% or more equity interest holders until individuals are listed. If there are no 25% beneficial owners, please write "None".

Full Name, Address and Date of Birth	If shareholder or partner is an Individual, Insert Name and Address of Principal Employer and Position	Citizenship (for Individuals) or Principal Place of Business (for Entities)



**EXHIBIT E****TRUST OWNERSHIP INFORMATION**

To Be Completed By Entity Investors That Are Trusts

Instructions: Please complete and return this Exhibit and provide the name of: (i) every current beneficiary that has, directly or indirectly, an interest of 25% or more in the trust; (ii) every person who contributed assets to the trust (settlers or grantors); and (iii) every trustee. If there are intermediaries that are not individuals, continue up the chain of ownership listing their 25% or more equity interest holders until individuals are listed.

Full Name, Address and Date of Birth	Status (Beneficiary/Settlor/Trustee)	Citizenship (for Individuals) or Principal Place of Business (for Entities)

**EXHIBIT F****THIRD PARTY CONFIRMATION**

Date: \_\_\_\_\_  
**FINISTERRE HEDGE FUND, L.P.**  
**FINISTERRE CAPITAL MANAGEMENT, LLC**  
**General Partner**  
**3050 Biscayne Blvd. Suite 501**  
**Miami, FL 33137**

Name of Investor: \_\_\_\_\_ (the "Investor")

I am a:

_____ licensed attorney	Jurisdiction: _____	; License #: _____
_____ licensed accountant	Jurisdiction: _____	; License #: _____
_____ registered broker-dealer	Jurisdiction: _____	; License #: _____
_____ registered investment advisor:	Jurisdiction: _____	; License #: _____

I am in good standing in the jurisdiction(s) listed above and all other jurisdictions in which I might hold a license. I hereby confirm that the Investor is an "accredited investor", as defined in Rule 501 of Regulation D of the Securities Act of 1933 and meets the "Qualified Client" test of Rule 205-3 promulgated under the Investment Advisers Act of 1940.

In conducting the analysis, I reviewed information provided by the Investor, including certifications as to certain information and supporting documentation that the Investor provided to me. I have taken "reasonable steps" as outlined by the Securities and Exchange Commission in conducting this analysis.

Additional Comments, if any:	
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\_\_\_\_\_ There are no additional pages attached to this letter.

\_\_\_\_\_ There are \_\_\_\_\_ additional pages attached to this letter. Please reference them for additional information.

Sincerely,

\_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(print name)

**EXHIBIT G**

**FINISTERRE HEDGE FUND, L.P.  
FINISTERRE CAPITAL MANAGEMENT, LLC**

**SUBSCRIPTION FOR ADDITIONAL PARTNERSHIP INTERESTS**

**Complete Name of Limited Partner:** \_\_\_\_\_

**Amount of Additional Capital Contribution:** \_\_\_\_\_

**FINISTERRE HEDGE FUND, L.P.  
FINISTERRE CAPITAL MANAGEMENT, LLC  
General Partner  
3050 Biscayne Blvd. Suite 501  
Miami, FL 33137**

Subscription to Additional Limited Partnership Interests:

The undersigned hereby subscribes for additional limited partnership interests in **FINISTERRE HEDGE FUND, L.P.** under the terms and conditions set forth in the ***Subscription and Investment Representation Agreement and Power of Attorney*** previously executed by the undersigned; all such agreements, representations, warranties, and other matters contained therein are hereby adopted, realleged and incorporated herein by reference as though fully set out hereinafter.

Investor representations and warranties concerning suitability and accredited investor status:

The undersigned hereby represents that there have been no material changes in the condition of the Limited Partner that would materially alter the representations and warranties concerning suitability and accredited investor status as previously set forth in the prior ***Subscription and Investment Representation Agreement and Power of Attorney*** previously executed in connection with the undersigned subscription to limited partnership interests in **FINISTERRE HEDGE FUND, L.P.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Limited Partner

\_\_\_\_\_  
Printed Name of Limited Partner

\_\_\_\_\_  
Signature of Joint Purchaser

\_\_\_\_\_  
Printed Name of Joint Purchaser

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**DO NOT WRITE BEYOND THIS POINT  
GENERAL PARTNER'S USE ONLY**

Date Received: \_\_\_\_\_

Effective Date of \_\_\_\_\_

Additional Contribution: \_\_\_\_\_

- ☐ Add to Existing Capital Account  
☐ Create New Capital Account

General Partner's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**EXHIBIT H**

**FINISTERRE HEDGE FUND, L.P.  
FINISTERRE CAPITAL MANAGEMENT, LLC**

**FINISTERRE HEDGE FUND, L.P.  
FINISTERRE CAPITAL MANAGEMENT, LLC  
General Partner  
3050 Biscayne Blvd. Suite 501  
Miami, FL 33137**

**LIMITED PARTNER'S 30 DAY NOTICE OF WITHDRAWAL**

**Complete Name of Limited Partner:** \_\_\_\_\_

**Capital Withdrawal (check box):** ☐ \$ \_\_\_\_\_

☐ Funds in excess of \$ \_\_\_\_\_

☐ Limited Partner's full interest

***Note:** Withdrawals of funds in excess of a specified dollar amount or of a Limited Partner's "full interest" will be determined on the basis of the Limited Partner's capital account value as of the last day of the calendar quarter or such other most-recently completed period the General Partner, in its sole discretion, determines.*

The above-referenced Limited Partner hereby exercises the right to withdraw all or a portion of his or her capital account upon thirty (30) days prior written notice in accordance with the Agreement of Limited Partnership.

**Payment Instructions (check box):**

☐ To the Limited Partner at the address indicated on the Subscription Document and Agreement of Limited Partnership Signature Pages.

☐ Other: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Limited Partner or authorized person for entity

\_\_\_\_\_  
Limited Partner's Printed Name

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Co- Limited Partner

\_\_\_\_\_  
Co-Limited Partner's Printed Name

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**DO NOT WRITE BEYOND THIS POINT  
GENERAL PARTNER'S USE ONLY**

Date Notice Received: \_\_\_\_\_

General Partner's Signature: \_\_\_\_\_

Effective Date of Withdrawal: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## EXHIBIT I

FINISTERRE HEDGEFUND, L.P.  
FINISTERRE CAPITAL MANAGEMENT, LLC  
General Partner 3050 Biscayne Blvd. Suite 501 Miami, FL 33137  
Tel: 786 233 6233

### WIRE TRANSFER INSTRUCTIONS

NAME OF BANK: PNC BANK  
BANK ADDRESS: 800 Brickell Ave Ste 106, Miami, FL 33131  
NAME OF THE ACCOUNT: FINISTERRE HEDGE FUND, L.P.  
ADDRESS: 3050 Biscayne Blvd. Suite 501 Miami, FL 33137  
ACCOUNT #1242508979  
ABA #043000096  
ROUTING #267084199  
SWIFT CODE: PNCCUS33

**Wiring Instructions of Record:** Please note that redemption payments, in accordance with both the current Anti-Money Laundering regulatory environment and industry best practice, will be paid only to the bank account used for the subscription payment which should be noted below and certified as the bank account of record for the Investor. The titling of the bank account must match the titling of this subscription. If not, the Registrar and Transfer Agent and the Manager must be notified now regarding the discrepancy and its reason. The Registrar and Transfer Agent and/or the Manager may reject any subscription at any time where payment is sourced from a different bank account than the bank account of record or a bank account with different titling than the subscription, regardless of whether such payment was received in advance or accordance with the payment deadline requirements.

# PRIVACY POLICY

The Partnership is committed to safeguarding Partners' non-public personal information and in general, will not disclose such information, except where disclosure of the same is required for purposes of the Partnership's ordinary business operations (i.e., to third party service providers, including, without limitation, attorneys, accountants, administrators, broker-dealers, trading advisors, and account custodians, engaged by the Partnership), to comply with judicial process, or where the Partner has previously authorized the Partnership to make such disclosures. Non-public personal information shall include, without limitation, information and records pertaining to a Partner's personal background, investment objectives, financial situation, investment holdings, account numbers, account balances, and the like (collectively, "Personal Information").

This Privacy Policy describes how the Partnership and its affiliates handle and protect Personal Information collected by the Partnership as part of the investment process. The provisions of this policy apply to prospective, current, and former Partners of the Partnership.

## Privacy of Your Personal Information, Generally

The Partnership takes reasonably prudent steps to keep confidential all Personal Information pertaining to each Partner unless (a) the General Partner is previously authorized to disclose such information to individuals and/or entities not affiliated with the Partnership, including, but not limited to, the Partner's other professional advisors and/or service providers (i.e., attorneys, accountants, administrators, broker-dealers, trading advisors, account custodians, and others independently engaged by the Partner); (b) required to do so by judicial or regulatory process; or, (c) otherwise permitted to do so in accordance with the parameters of Regulation S-P.

The disclosure by the Partnership and/or its affiliates of any Personal Information provided by a Partner in any document completed by such Partner for processing and/or transmittal by the Trading Advisor, General Partner, or their affiliates in order to facilitate the commencement, continuation, or termination of an investment in the Partnership (or other business relationship between the aforesaid parties) shall be deemed as having been automatically authorized for dissemination by the Partner with respect to disclosure to corresponding non-affiliated third party service providers of the Partnership (i.e., attorneys, accountants, administrators, broker-dealers, trading advisors, account custodians, and the like). Each third party service provider engaged by the Partnership is aware of the aforesaid privacy policy and has acknowledged his or her or its independent requirement to comply with the same. In accordance with this privacy policy, each such third party service provider shall have access to Personal Information to the extent reasonably necessary for the performance of its service for the Partner/investor and the Partnership generally and to comply with regulatory procedures and requirements.

## Why and How the Partnership Collects Personal Information

When Partners apply for or maintain an account with the Partnership, the General Partner collects Personal Information about the Partners for business purposes, such as evaluating Partners needs, processing Partners requests and transactions, informing Partners about products and services that may be of interest to a Partner, and providing customer service.

## Types of Personal Information Collected by the Partnership

The Personal Information we collect about Partners may include:

- information provided to the General Partner on agreements, applications, and other forms, such as the investor's name, address, date of birth, social security number, occupation, assets, investment experience, and income;
- information about Partner transactions with the Partnership and with the Partnership's affiliates;
- information the General Partner receives from consumer reporting agencies and/or other entities not affiliated with the Partnership; and
- information Partners provide to the General Partner to verify identity, such as a passport or driver's license, or received from other entities not affiliated with the Partnership.

#### How the General Partner Protects Personal Information

The General Partner limits access to Personal Information it has received from Partners to those employees who need to know in order to conduct Partnership business and/or to service the Partner's account. Employees of the General Partner are required to maintain and protect the confidentiality of Partners' Personal Information and are instructed to follow established procedures to do so. The Partnership maintains physical, electronic, and procedural safeguards to protect Partners' Personal Information. The General Partner does not rent or sell Partners' names or Personal Information to anyone.

#### Sharing Information With Partnership's Affiliates

The General Partner may share Personal Information described above with its affiliates for business purposes, such as servicing Partner accounts and/or informing Partners about new products and services, and as permitted by applicable law.

The information the General Partner shares with its affiliates for marketing purposes may include the Personal Information described above, such as name, address and account information.

#### Disclosure to Non-Affiliated Third Parties

Except as required to conduct the Partnership's ordinary business operations (by sharing Personal Information with non-affiliated third party service providers engaged by the Partnership), Personal Information shall not be shared with any non-affiliated third parties without first obtaining the authorization of the underlying Partner.

Notwithstanding the foregoing, the General Partner may disclose Personal Information to non-affiliated companies and regulatory authorities as permitted or required by applicable law. For example, the General Partner may disclose Personal Information to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas or other official requests, and as necessary to protect the General Partner's rights or property. Except as described in this Privacy Policy, the General Partner will not use Partners' Personal Information for any other purpose unless the General Partner describes how such information will be used at the time the Partner discloses it to the General Partner or the General Partner obtains the Partner's permission to do so.

#### Accessing and Revisiting Partner Personal Information

The General Partner endeavors to keep Partner files complete and accurate. The General Partner will give Partners reasonable access to the information the Partnership has about the Partner requesting the same.

Most of this information is contained in account statements that Partners' receive from the Partnership and applications that Partners submit to obtain Partnership products and services. The General Partner encourages Partners to review this information and notify the Partnership if any Partner believes any information should be corrected or updated. If Partners have a question or concern about their personal information or this privacy notice, please contact the General Partner.

#### Right to Opt Out

Partners have the right to opt out of with respect to General Partner's ability to share Partners' personal information with the Partnership's affiliates. If you desire that the General Partner not share Partners' Personal Information in this manner, please send an e-mail to the manager of the General Partner, **Luis Alayo-Riera (lalayo@finisterrehedgefund.com)**, with "Privacy Policy Opt Out" in the subject line. Within 48 hours of receipt of such opt-out e-mail, the Partnership will cease sharing any of your Personal Information with its affiliates.