



Q3 I, LP SUBSCRIPTION BOOKLET

This Subscription Booklet is utilized for the offering of Partnership Interests in Q3 I, LP. Partnership Interests of Q3 I, LP are available only to persons who qualify as (i) “accredited investors” Fwithin the meaning given to such term in Regulation D under the Securities Act of 1933, as amended, (ii) a limited number of “non-accredited investors,” and (iii) may not be beneficially owned by more than the permitted number of persons for purposes of Section 3(c)(1) of the Investment Partnership Act of 1940, as amended.

Q3 I, LP (the "Partnership")

DIRECTIONS FOR THE COMPLETION OF THE SUBSCRIPTION DOCUMENTS

Prospective investors must complete all of the subscription documents contained in this booklet in the manner described below. For purposes of these subscription documents, the “Investor” is the person for whose account the Partnership Interests are being purchased. Another person with investment authority may execute the subscription documents on behalf of the Investor, but should indicate the capacity in which it is doing so and the name of the Investor.

1. *Subscription Agreement:*

- (a) Fill in the amount of the Capital Commitment and Future Partnership Distribution Instructions on page 17.
- (b) Provide the information requested and date, print the name of the Investor, and sign (and print name, capacity and title, if applicable) on page 17.

2. *Joinder Agreement.*

Each Investor must sign and return the Joinder Agreement attached hereto, pursuant to which the Investor agrees to be bound by the terms and conditions of the Partnership’s Limited Partnership

Agreement.

3. Investor Questionnaire:

Each Investor must complete the Investor Questionnaire attached hereto.

4. Delivery of Subscription Documents:

Please return all completed and signed documents to Q3 I, LP at the following address:

Q3 I, LP
1994 Carolina Circle NE
St Petersburg FL 33703

5. Payment of Capital Contribution:

The Investor shall pay the full amount of the Investor's capital contribution for its subscription by certified check or wire transfer of immediately available funds pursuant to instructions to be provided by the GP.

Q3 I, LP

SUBSCRIPTION AGREEMENT

Q3 I, LP
1994 Carolina Circle NE
St Petersburg FL 33703

Ladies and Gentlemen:

Please note the following subscription agreement, investor questionnaire, and instructions with respect to the offering of Partnership Interests in Q3 I, LP, a Delaware limited liability company (the "Partnership"), in the number set forth on the signature page hereto (the "Interests").

Subject to the terms and conditions hereof, and in reliance upon the representations and warranties of the respective parties contained in this subscription agreement, dated as of the date set forth on page 7 (this "Agreement"), the undersigned subscribing investor (the "Investor") hereby agrees as follows:

1. Subscription for the Interests.

- (a) The Investor agrees to subscribe for and provide a capital commitment to the Partnership (the "Capital Commitment"). The Investor's Capital Commitment (the "Subscription Payment") shall be paid by certified check or wire transfer of immediately available funds on the date of this Agreement to the address or account, as the case may be, set forth below:

ADDRESS:

WIRE TRANSFER INSTRUCTIONS

Q3 I, LP 1994 Carolina Circle NE St Petersburg FL 33703	Account name: Q3 I, LP Account Address: 1994 Carolina Circle NE St. Petersburg, FL 33703 Bank: Signature Bank Bank Address: 565 Fifth Avenue New York, NY 10017 Routing Number: 026013576 Account Number: 1503223534
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XXXXXXXX

- (b) The Investor acknowledges and agrees that the Investor is not entitled to cancel, terminate or revoke this subscription or any agreements of the Investor hereunder, except as otherwise set forth under applicable law, and such subscription and agreements and power of attorney set forth in Paragraph 1(c) shall survive (i) changes in the applicable transaction, documents, and instruments that in the aggregate are not material, and (ii) the death, disability, bankruptcy, insolvency or dissolution of the Investor.
- (c) The Investor hereby irrevocably constitutes and appoints the GP (and any substitute or successor acting in such capacity) its true and lawful attorney in its name, place and stead, to

execute, complete or correct, on behalf of the Investor, all documents to be executed by the Investor pursuant to the subscription documents, including, without limitation, filling in or amending dates; provided, however, the power of attorney does not include amending the subscription documents or filling in or amending amounts to the extent that the amounts have not been agreed to by the Investors. This power of attorney shall be deemed coupled with an interest, shall be irrevocable, and shall survive the issuance of the Investor's Interests.

2. Investor Representations, Warranties and Covenants.

The Investor hereby acknowledges, represents, and warrants to, and covenants and agrees with, the Partnership as follows:

- (a) The Investor has been apprised of its right of rescission, as set forth in the applicable Confidential Private Placement Memorandum and the Partnership Limited Partnership Agreement.
- (b) If the Investor is a corporation, partnership, limited liability company, trust, estate or other entity, it is empowered, authorized and qualified to subscribe hereunder, to commit capital to the Partnership hereunder and to pay its Capital Commitment to the Partnership. The person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so. If the Investor is an individual, the Investor is of legal age to execute this Agreement and is legally competent to do so. Each of the members, shareholders, unitholders, investors, partners, limited partners, and/or equity holders in such entity is an "Accredited Investor" as defined in Rule 501(a) of Regulation D and the Investor represents and warrants that it is an Accredited Investor.
- (c) The Investor is acquiring the Interests for the Investor's own account as principal for investment and not with a view to the distribution or sale thereof.
- (d) The Investor has such knowledge and experience in financial and business matters that the Investor is and will be capable of evaluating the merits and risks of the prospective investment.
- (e) The Investor has the ability to bear the economic risk of this investment, has the ability to retain its Interests for the full term of the Partnership, and at the present time and in the foreseeable future can afford a complete loss of this investment. The Investor's investment in the Interests does not exceed ten percent (10%) of the Investor's net worth.
- (f) The Investor understands that the offering and sale of the Interests are intended to be exempt from registration under the Securities Act of 1933, as amended (the "1933 Act") and applicable U.S. state securities laws by virtue of the private placement exemption from registration provided in Regulation D under the 1933 Act and exemptions under applicable U.S. state securities laws, and agrees that any Interests acquired by the Investor may not be sold, offered for sale, transferred, pledged, hypothecated or otherwise disposed of in any manner that would require the Partnership to register the Interests under the 1933 Act. The Investor has submitted to the Partnership a complete and executed Investor Questionnaire. The Investor understands that the Partnership requires each investor in the Partnership to be an "Accredited Investor" as defined in Rule 501(a) of Regulation D and the Investor represents and warrants that it is an Accredited Investor.
- (g) The Investor understands that the Partnership has not been registered as an investment company under the Investment Partnership Act of 1940, as amended (the "1940 Act"), in reliance upon an exclusion from the definition of an investment company or an exemption from registration provided thereunder, and it agrees that any Interests acquired by the Investor may not be sold, offered for sale, transferred, pledged, hypothecated or otherwise disposed of in any manner that

would require the Partnership to register as an investment company under the 1940 Act if it were not entitled to an exception from the definition of an investment company. The Investor covenants that it will not transfer, pledge, hypothecate or otherwise dispose of its Interests (or any portion thereof) to any person other than in accordance with the limitations and restrictions set forth in the Partnership Agreement of the Partnership dated November 1, 2018 (the “Partnership Agreement”).

- (h) If the Investor is a corporation, partnership, limited liability company, trust or other entity, it was not formed or recapitalized for the specific purpose of acquiring Interests.
- (i) The Investor agrees to deliver to the Partnership such other information as to certain matters under the 1933 Act and the 1940 Act as the Partnership may reasonably request (including, but not limited to, the information requested on the Investor Questionnaire) in order to ensure compliance with such Acts and the availability of any exemption thereunder. Partnership may also request any documentation or other information regarding that Investor and its beneficial owners, if applicable, in connection with the disqualification provisions under Rule 506(d) of Regulation D under the 1933 Act, which will very likely prohibit Partnership from relying on the Rule 506 offering exemption if an investor or one or more of the Investor’s significant equity holders has had a disqualifying event as described in Rule 506(d).
- (j) The Investor acknowledges and agrees that, pursuant to the Partnership Agreement, the GP has the power and discretion to make investment decisions on behalf of the Partnership. The Investor acknowledges that neither the GP nor any affiliate thereof has rendered or will render any investment advice or securities valuation advice to the Investor, and that the Investor is neither subscribing for nor acquiring any Interests in reliance upon, or with the expectation of, any such advice.
- (k) The Investor has reviewed the applicable transaction documents, including the Partnership Confidential Private Placement Memorandum, inclusive of any and all “RISK FACTORS” contained within, including all exhibits thereto and the Partnership Agreement) and has read and understands the risks of, and other considerations relating to, a purchase of Interests and the Partnership’s investment objectives, policies, and strategies.
- (l) The Investor has been given the opportunity to ask questions of, and receive answers from, the Partnership and the GP relating to the Partnership, concerning the terms and conditions of this sale of Interests, risks, conflicts of interest, and any other matters pertaining to this investment, and has had access to such financial and other information concerning the Partnership as it has considered necessary to make a decision to invest in the Partnership and has availed itself of this opportunity to the full extent desired. No oral or written information has been provided to the Investor in connection with the Offering of the Interests that is in any way inconsistent with the information contained in the Operating Agreement.
- (m) No representations or warranties have been made to the Investor with respect to this investment or the Partnership other than the representations of the Partnership set forth herein, and the Investor has not relied upon any representation or warranty not provided herein in making this subscription.
- (n) This Agreement has been duly executed and delivered by the Investor and, upon due authorization, execution and delivery by the Partnership, will constitute the valid and legally binding agreement of the Investor enforceable in accordance with its terms against the Investor, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws of general application relating to or affecting the enforcement of creditors’ rights and remedies, as from time to time in effect, (ii) application of equitable principles (regardless of whether such enforceability is considered in a proceeding

in equity or at law) and (iii) with respect to indemnification, considerations of public policy.

- (o) On the date hereof, none of the information concerning the Investor nor any statement, representation or warranty made by the Investor in this Agreement or in any document required to be provided under this Agreement (including, without limitation, the information provided and statements set forth in the Investor Questionnaire) contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading.
- (p) The Investor covenants and agrees with and for the benefit of the Partnership that it will not pledge, hypothecate, grant a security or other interest or claim in, or otherwise encumber in any way, any or all of its rights under this Agreement, as security for an obligation to any person, whether the interest is based on common law, statute or contract (including the security interest lien arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment or security purposes), in each case, without the prior written consent of the Partnership.
- (q) In response to increased regulatory concerns with respect to the sources of funds used in investments and other activities, the GP may request prospective and existing Members to provide additional documentation verifying, among other things, such Member's identity and source of funds used to purchase its Interest in the Fund. In order to comply with United States and international laws aimed at the prevention of money laundering and terrorist financing, each prospective investor that is an individual will be required to represent in the Subscription Agreement that, among other things, he is not, nor is any person or entity controlling, controlled by or under common control with the prospective investor, a "Prohibited Person" as defined in the Subscription Agreement (generally, a person involved in money laundering or terrorist activities, including those persons or entities that are included on any relevant lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control, any senior foreign political figures, their immediate family members and close associates, and any foreign shell bank). Further, each prospective investor that is an entity will be required to represent in the Subscription Agreement that, among other things, it has carried out thorough due diligence to establish the identities of its beneficial owners, (ii) it reasonably believes that no beneficial owner is a "Prohibited Person", (iii) it holds the evidence of such identities and status and will maintain such information for at least five years from the date of its complete withdrawal from the Fund, and it will make available such information and any additional information that the Fund may require upon request that is required under applicable regulations. The GP reserves the right to request such further information as it considers necessary to verify the identity of a prospective investor. In the event of delay or failure by the prospective investor to produce any information required for verification purposes, the GP may refuse to accept a capital contribution until proper information has been provided and any funds received will be returned without interest to the account from which the moneys were originally debited. The GP may decline to accept a subscription if this information is not provided or on the basis of such information that is provided. Requests for documentation and additional information may be made at any time during which a Member holds an Interest in the Fund. The GP may be required to provide this information, or report the failure to comply with such requests, to appropriate governmental authorities, in certain circumstances without notifying the Members that the information has been provided. The GP will take such steps as it determines are necessary to comply with applicable law, regulations, orders, directives or special measures. Governmental authorities are continuing to consider appropriate measures to implement anti-money laundering laws and at this point it is unclear what steps the GP may be required to take; however, these steps may include prohibiting such Member from making further contributions of capital to the Fund, depositing redemption proceeds to which such Member would otherwise be entitled to an escrow account and causing the withdrawal of such Member from the Fund.

3. Investor Awareness. The Investor acknowledges that:

- (a) No governmental authority has passed upon the Interests or made any finding or determination as to the fairness of this investment. This offering has not been filed with the U.S. Securities and Exchange Commission or any securities administrator under any securities or consumer protection laws.
- (b) There are substantial risks incident to the purchase of Interests, including, but not limited to, those summarized in the Partnership Confidential Private Placement Memorandum which the Investor hereby acknowledges it has received and has read in its entirety.
- (c) There are certain restrictions on the transferability of Interests under the Partnership Agreement and under applicable law including, but not limited to, the fact that (i) there is no established market for the Interests and no public market for the Interests will develop; (ii) the Interests will not be, and Investors have no rights to require that the Interests or any transaction therein be, registered under the 1933 Act or any other securities laws of any jurisdiction and therefore cannot be resold, pledged, assigned or otherwise disposed of unless subsequently registered or unless an exemption from such registration is available; and (iii) the Investors may have to hold the Interests herein subscribed for and bear the economic risk of this investment indefinitely and it may not be possible for the Investor to liquidate its investment in the Partnership. The Investor agrees that all evidences of the Interests will contain a legend reflecting the transfer restrictions.
- (d) The Partnership will not be registered as an investment company under the 1940 Act.

4. Partnership Representations, Warranties and Covenants.

The Partnership hereby acknowledges, represents and warrants to, and agrees with, the Investor as follows:

- (a) The Partnership is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, and is duly qualified, licensed or admitted to do business and in good standing in those jurisdictions in which the ownership, use or leasing of its assets and properties, or the conduct or nature of its business, makes such qualification, licensing or admission necessary, except for those jurisdictions in which the failure to be so qualified, licensed or admitted would not have a material adverse effect on the financial or other condition, assets, liabilities, or business of the Partnership.
- (b) The Partnership has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby.

5. Closing. The Investor agrees to subscribe for the amount shown on the signature page hereto. Upon the delivery of this Agreement to the Partnership, the Investor shall pay to the Partnership all of his, her, or its Investor's Capital Commitment. The Investor agrees to provide any information reasonably requested by the Partnership in connection with this subscription in order to verify the truth and accuracy of the representations contained herein to the Partnership including, but not limited to, the statements set forth on the Investor Questionnaire forming a part of this Subscription Booklet. This subscription is irrevocable by the Investor, but may be accepted or rejected by the Partnership, in its discretion.

6. Indemnification. The Investor recognizes that the offer of the Interests to the Investor was made in reliance upon its representations and warranties set forth in Paragraph 2 above and the

acknowledgments and agreements set forth in Paragraph 3 above. The Investor agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Investor to purchase the Interests. The Investor hereby agrees to indemnify the Partnership and the GP and its respective officers, directors, employees, affiliates and agents and to hold each of them harmless from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Agreement or in any other document provided by the Investor to the Partnership in connection with the Investor's investment in the Interests. To the maximum extent permitted by applicable law, the Investor hereby agrees to indemnify the Partnership and the GP and its respective officers, directors, employees, affiliates and agents, and to hold them harmless against all liabilities, costs or expenses (including reasonable attorneys' fees) arising as a result of the sale or distribution of the Interests by the Investor in violation of the 1933 Act or other applicable law or any misrepresentation or breach by the Investor with respect to the matters set forth herein. In addition, the Investor agrees to indemnify the Partnership and the GP and its respective officers, directors, employees, affiliates and agents and to hold them harmless from and against, any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, to which they may be put or which they may incur or sustain by reason of or in connection with any misrepresentation made by the Investor with respect to the matters about which representations and warranties are required by the terms of this Agreement, or any breach of any such warranties or any failure to fulfill any covenants or agreements set forth herein. Notwithstanding any provision of this Agreement, the Investor does not waive any rights granted to it under applicable securities laws.

7. Acceptance or Rejection.

- (a) At any time, the Partnership shall have the right to accept or reject this subscription for any reason whatsoever, including not limited to any loss in value of any crypto coin consideration tendered by the subscriber. If this subscription is not accepted by the Partnership this subscription shall be deemed to be rejected.
- (a) If this subscription is accepted, the Partnership shall notify the Investor of such acceptance. The Partnership will execute a copy of this Agreement and return a copy to the undersigned.
- (b) In the event of rejection of this subscription, the Partnership shall return to the Investor the copies of this Agreement and any other documents submitted herewith, and this Agreement shall have no further force or effect thereafter.

8. Modification. Neither this Agreement nor any provisions here of shall be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge, or termination is sought.

9. Notices. All notices, consents, requests, demands, offers, reports, and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given and received when personally delivered to the party entitled thereto, or when sent by facsimile or by overnight courier, or seven (7) business days after being sent by certified United States mail, return receipt requested, in a sealed envelope, with postage prepaid, addressed, if to the Partnership, to Q3 I, LP, and, if to the Investor, to the address set forth in the Investor Questionnaire; provided, that any notice sent by facsimile shall be promptly followed by a copy of such notice sent by mail or overnight courier in the manner described herein. The Partnership or the Investor may change its address by giving notice to the other in the manner described herein.

10. Counterparts. This Agreement may be executed in multiple counterpart copies, each of which shall be considered an original and all of which constitute one and the same instrument binding on all the parties, notwithstanding that all parties are not signatories to the same counterpart.

11. Successors. Except as otherwise provided herein, this Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, trustees and legal representatives. If the Investor is more than one person, the obligation of the Investor shall be joint and several and the agreements, representations, warranties, and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, trustees and legal representatives.
12. Assignability. This Agreement (and any and all rights or obligations hereunder) is not transferable or assignable by the Investor without the Partnership's prior written consent. Any purported assignment of this Agreement (and any and all rights or obligations hereunder) without the Partnership's prior written consent shall be null and void. The foregoing prohibition on transfers and assignments shall apply to this Agreement and all Investors rights and obligations hereunder, but shall not prohibit the transfer or assignment of Interests that have been previously issued and remain outstanding. A transfer of such outstanding Interests shall be governed by the limitations set forth in the Partnership Agreement. The Partnership may assign its rights under this Agreement as collateral security for a loan.
13. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes any prior agreement or understanding among them with respect to such subject matter.
14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.
15. Arbitration. Every dispute arising among the parties hereunder shall be solely and finally settled by an arbitration conducted in any location within St Petersburg, FL, in accordance with the commercial arbitration rules of the American Arbitration Association (the "AAA") then in force (the "Rules"). The party or parties requesting arbitration (the "Petitioner(s)") shall serve upon the other party or parties (the "Respondent(s)") a written demand for arbitration stating what the Petitioner(s) contends is the substance of the controversy, dispute or claim, the contention of the Petitioner(s) requesting arbitration. The parties shall cooperate in good faith to appoint an arbitrator mutually agreeable to the parties. In the event that the parties are unable to agree to a mutually acceptable arbitrator within thirty (30) business days, the Petitioner shall apply to the AAA for appointment of an arbitrator in accordance with the provisions of the Rules. The decision or award agreed to by the arbitrator shall be final and binding upon the parties. The parties shall abide by all awards and decisions rendered in the arbitration proceedings, and all such awards and decisions may be enforced and executed upon in any court having jurisdiction over the parties against whom enforcement of such award is sought. After the conduct of any arbitration pursuant to the provisions hereof, the arbitrators shall determine what amount of the administrative charges, arbitrator's fees, and related expenses of such arbitration each of the parties shall pay. If the arbitrators fail so to determine, the Petitioner(s) and Respondent(s) shall each pay half of such charges, fees and expenses. In all cases, each party shall pay its own legal fees incurred in connection with any such arbitration.
16. Survival. The representations, warranties and covenants of this Agreement shall survive the acceptance of this Agreement and the issuance of the Interests to the Investor.

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JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement") is made effective this _____ day of _____, 2018, by and among _____ (the "Investor") and Q3 I, LP, a Delaware limited liability company (the "Partnership").

WHEREAS, the Partnership was organized on November 1, 2018 and is governed by that certain Partnership Limited Partnership Agreement dated November 1, 2018, (the "Partnership Agreement"), which sets forth the terms and conditions of the relationship among the Limited Partners of the Partnership (all terms not otherwise defined in this Agreement shall have the meanings ascribed in the Partnership Agreement);

WHEREAS, the Investor has purchased certain Partnership Interests of partnership interests (the "Interests") from the Partnership in the amount set forth on **Schedule A** to the Partnership Agreement pursuant to a Subscription Agreement by and between the Partnership and the Investor; and

WHEREAS, the parties hereto intend that the Investor shall be subject to and bound by all of the terms and conditions of the Partnership Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter provided, the parties agree as follows:

1. Agreement to be Bound. The Investor agrees to be subject to the terms and conditions of the Partnership Agreement, as if he were a "Limited Partner" thereunder. The Interests purchased by the Investor, of any and all classes, shall be subject to all of the terms and provisions of the Partnership Agreement, including terms relating to the voting rights, transfer, purchase, and sale of such Interests of such class or classes.
2. Consent of GP. By executing this Agreement, the GP consents to the admission of the Investor as a Limited Partner of the Partnership.
3. Effect of Agreement. This Agreement and the Partnership Agreement contain the entire understanding of the parties with respect to the subject matter hereof, and supersede all prior oral or written communications, agreements or understandings between the parties with respect to the subject matter hereof. This Agreement is intended to modify the provisions of the Partnership Agreement; in the event that there is a conflict between the terms of this Agreement and the Partnership Agreement, the parties intend that the provisions of this Agreement should govern their respective rights and obligations.
4. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which together will be deemed to constitute one and the same agreement. This Agreement may be executed by facsimile.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Investor:

Q3 I, LP:

By: _____

By: _____

Name: _____

Name: _____

INVESTOR QUESTIONNAIRE

The Investor represents and warrants that he/she/it is an “accredited investor” within the meaning of Regulation D under the Securities Act and has initialed the applicable statements below pursuant to which the Investor so qualifies. An Investor’s investments in the Interests cannot exceed ten percent (10%) of the Investor’s net worth.

PLEASE CHECK THE BOX/INITIAL APPLICABLE STATEMENTS BELOW

The Investor understands that the Interests have not been registered under the Securities Act of 1933, as amended (the “Act”), in reliance upon the exemptions from such registration requirements provided for under Section 4(2) of the Act and Regulation D thereunder. In addition, the Investor understands that the Interests have not been qualified under any other applicable “blue sky” laws of any state jurisdiction. The Investor acknowledges and understands that the availability of these exemptions depends in part upon the accuracy and completeness of the representations and warranties of the Investor contained herein, which the Investor hereby makes with the intent that they may be relied upon by the GP. The Investor understands that the Partnership and the GP are under no obligation to register or qualify the Interests under the Act or under any state securities law, or to the Investor in complying with any exemption from registration and qualification.

Accredited/Sophisticated Investors (Individuals): If I am an individual Investor, I represent that the following checked last initialed items, if any, are true:

My individual net worth, or my joint net worth with my spouse, at the time of purchase exceeds \$1,000,000 (the value of my **non**-primary residences and real estate holdings, and automobiles may be included for purposes of calculating my net worth).

My individual income exceeded \$200,000 in each of the two most recent calendar years, and I have a reasonable expectation of reaching the same income level in the current year.

My joint income with my spouse exceeded \$300,000 in each of the two most recent calendar years, and we have a reasonable expectation of reaching the same income level in the current year.

I also represent that the following item is true, by checking/initialing the box:

I have made other investments of a similar nature to any contemplated now or in the future and, by reason of this business and financial experience and of the business and financial experience of those persons I have retained to advise me with respect to any investments contemplated now or in the future, have acquired the capacity to protect my own interest. I will carefully evaluate my financial resources and investment position and the risks associated with any investment and acknowledge that I am (will be at the time of investment) able to bear the economic risks of any contemplated investment now or in the future.

The Investor will immediately notify the Partnership in writing of any material change to the information provided by the Investor in this Agreement.

The Investor is able to bear the economic risk of my purchase of the Interests.

The Investor understands that the Interests may not be sold or otherwise disposed of (except in certain limited circumstances specified in the Operating Agreement) without the prior written

consent of the GP, which consent may be granted or withheld in its sole discretion. The Investor acknowledges that there is no public market for the Interests and none is expected to develop and that, accordingly, it may not be possible for the Investor to liquidate the investment of the Investor in the Partnership. The Investor states that the Investor has liquid assets sufficient to assure that (i) an investment in the Interests will not cause the Investor undue financial difficulty, and (ii) the Investor can provide for the current and future cash needs of the Investor, both anticipated and unanticipated. If I am a trustee of a trust, the lack of liquidity of the Interests will not cause any difficulty for the trust in meeting the trust's obligations to make distributions to its beneficiaries in a timely manner.

The Investor acknowledges that the acquisition of Interests is a speculative investment that involves a substantial degree of risk of loss by the Investor of the entire investment of the Investor in the Partnership, and the Investor understands and takes full cognizance of the risk factors related to the purchase of the Interests.

The Investor is purchasing the Interests solely for the own account of the Investor or, if I am the trustee of a trust, for the account of the trust, and not with a view to a sale or any distribution of the Interests.

I acknowledge that neither the GP, any affiliate of the Partnership or the GP or any other person has at any time expressly or implicitly represented, guaranteed or warranted to the Investor that the Investor may transfer the Interests, that any profit and/or investment return of any kind will be realized as a result of an investment in the Interests, that past performance or experience on the part of the GP or its affiliates or any other person in any way indicates the predictable results of the ownership of the Interests or of the overall business of the Partnership, that any cash distributions from Partnership operations or otherwise will be made to the Limited Partners by any specific date or will be made at all, or that any specific tax benefits will accrue as a result of an investment in the Partnership.

I acknowledge that any projections or forecasts of future income, profit or performance of the Partnership that have been provided to the Investor or any other person were for illustrative purposes only and were not a guarantee of future results for the Partnership, and I acknowledge that income, profit and performance of the Partnership may, and likely will, differ from any such projections or forecasts.

I specifically acknowledge that the Investor has had the opportunity to make such inquiries and to receive such information as the Investor deems necessary or appropriate to evaluate the merits of the purchase of Interests and that the Investor has received responses to its inquiries and information which the Investor deems adequate.

Accredited/Sophisticated Investors (Entities): If the Investor is an entity, the Investor represents that the following checked/initialed items, if any, are true:

Investor is an individual retirement account ("IRA") and the beneficial owner is an individual Accredited Investor (see above).

Investor is a trust or employee benefit ("ERISA") plan with either (i) at least \$5,000,000 of total assets (regardless of liabilities), or (ii) a trustee that is a bank or registered investment advisor.

Investor is an entity all the equity owners of which are individual Accredited Investors (see above) or entity Accredited Investors.

Investor is a corporation, partnership or limited liability company with total assets (regardless of liabilities) over \$5,000,000 and was not formed for the purpose of acquiring an interest in the Partnership.

Investor is an ERISA plan that is a self-directed plan with investment decisions made solely by persons who are individual Accredited Investors (see above).

I also represent that the following item is true, by checking/initialing the box:

Investor is an entity all the equity owners of which are Sophisticated Investors (see above).

Rule 506(d) “Bad Actor” Questionnaire

Important Note: As used in this questionnaire, the term “Covered Person” refers to: (1) the signatory to this Questionnaire in such person’s capacity as a natural person; (2) the limited liability company, limited partnership, corporation or other legal entity on whose behalf the undersigned is signing (3) each executive officer, director, manager, or general partner of the Investor; and (4) each director or executive officer of any general partner or manager of the Investor. Please respond to the questions included in this Questionnaire with respect to all Covered Persons.

Please answer every question. If the answer to any question is “none” or “not applicable,” please so state. **If an answer to any question is “yes,” please provide the date of the event and a description of the event (please attach additional sheets as necessary).** It is important that your answers be complete and accurate. If you are in doubt regarding the scope of a question, it is better to be over-inclusive in your answer. Unless otherwise stated, answers should be given as of the date on which you complete this Questionnaire. Depending on when the Issuer provides this Questionnaire to you, please note that the Issuer may be required to obtain an updated version of this Questionnaire under certain circumstances.

Once you have completed the Questionnaire, please sign it to indicate: (i) your consent for the Issuer to rely upon the information provided in the Questionnaire in connection with the Issuer’s compliance with various securities laws, including, without limitation, Rule 506 under Regulation D; (ii) your agreement to promptly notify the Issuer of any changes in information provided in the Questionnaire occurring after the date you sign the Questionnaire; and (iii) your confirmation that the information contained in the Questionnaire is true and correct, to the best of your knowledge and belief after a reasonable investigation, as of the date you sign the Questionnaire.

THE EXISTENCE AND CONTENTS OF THE QUESTIONNAIRE, AS WELL AS YOUR ANSWERS AND ALL NOTES AND DRAFTS PREPARED BY YOU, ARE CONSIDERED EXTREMELY CONFIDENTIAL AND PROPRIETARY BY THE ISSUER AND SHOULD BE TREATED ACCORDINGLY.

1. During the **past ten years**, has a Covered Person been convicted of any felony or misdemeanor (Note that all relevant look-back periods are measured from the date of the applicable conviction, sanction or other event, not from the date of the conduct that led to the conviction, sanction or other event):

(i) in connection with the purchase or sale of any security, **or**

(ii) involving the making of any false filing with the U.S. Securities and Exchange Commission (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?

Yes No

2. Are any Covered Persons subject to any order, judgment or decree of any court that restrains or enjoins them from engaging or continuing to engage in any conduct or practice:

(i) in connection with the purchase or sale of any security, **or**

(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?

Yes No

3. Are any Covered Persons subject to any **final order**¹ of any state securities commission (or state agency or officer that performs a similar function); any state authority that supervises or examines banks, savings associations or credit unions; any state insurance commission (or state agency or officer that performs a similar function); any federal banking agency; the U.S. Commodity Futures Trading Commission; or the U.S. National Credit Union Administration that:

(i) bars the Covered Person from:

(a) association with an entity regulated by such commission, authority, agency or officer; **or**

(b) engaging in the business of securities, insurance or banking; **or**

(c) engaging in savings association or credit union activities, **or**

(ii) constitutes a final order entered into within the **past ten years** based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct?

Yes No

4. Are any Covered Persons subject to any SEC order issued pursuant to Section 15(b) or 15B(c) of the Securities Exchange Act of 1934 (the “Exchange Act”) or Section 203(e) or (f) of the Investment Advisers Act of 1940 (the “Advisers Act”) that:

¹ A “**final order**” is defined under Rule 501(g) as a written directive or declaratory statement issued by a federal or state agency described in Rule 506(d)(1)(iii) under applicable statutory authority that provides for notice and an opportunity for a hearing, and that constitutes a final disposition or action by such federal or state agency.

- (i) suspends or revokes their registration as a broker, dealer, municipal securities dealer, or investment adviser, **or**
- (ii) places limitations on their activities, functions, or operations; **or**
- (iii) bars them from being associated with any particular entity or class of entities or from participating in the offering of any penny stock?

Yes No

5. Are any Covered Persons subject to any order of the SEC, entered within the **past five years**, that orders them to cease and desist from committing or causing a violation or future violation of:

- (i) any scienter-based anti-fraud provision of the U.S. federal securities laws², **or**
- (ii) Section 5 of the Securities Act?

Yes No

6. Have any Covered Persons been suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?

Yes No

7. Have any Covered Persons been named as an underwriter in any registration statement or Regulation A offering statement filed with the SEC that:

- (i) during the **past five years**, 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 proceeding to determine whether a stop order or suspension order should be issued?

Yes No

8. Are any Covered Persons subject to a U.S. Postal Service false representation order entered within the **past five years**?

Yes No

9. Are any Covered Persons currently subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the U.S. Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?

² These include, without limitation, Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Advisers Act.

Yes No

10. Please describe any facts or circumstances that caused the undersigned to answer “yes” to any question above (indicating the corresponding question number) and relevant dates. Attach additional pages if necessary.

The following is the name, address and telephone number of the professional advisor, if any, on whose advice I have relied in connection with my purchase of Interests (insert “N/A” if not applicable):

Name: _____

Address: _____

Occupation: _____

Telephone: _____

The Investor is ___ is not ___ affiliated with or employed by a securities firm or other member broker. If Yes, specify the firm or broker and the relationship: _____.

IN WITNESS WHEREOF, the undersigned Investor has executed this Subscription Agreement.

Subscriber Name (Please print)

Residence or Office Address

City, State, Zip Code

Fill in Mailing Address only if different from Residence or Office Address:

Mailing Address

City, State, Zip Code

Business Telephone: _____

Facsimile: _____

E-mail address: _____

Please indicate preferred mode of receipt of notices and information relating to the Partnership:

- Facsimile
- E-mail

Please indicate Capital Commitment to the Partnership: \$ _____
Capital Commitment

Future Partnership Distribution Instructions: Please wire any future distributions or returns of capital to:

Bank Name: _____

ABA #: _____

A/c #: _____

Account for: _____

Re: Q3 I, LP Distribution

Date of execution by Investor: _____

Social Security or Taxpayer I.D. No: _____

State in which Subscription Agreement Signed: _____

By: _____
Signature of Investor or Authorized
Representative (if not an individual)

(print name, capacity and title above, if
applicable)

Date: _____

ACCEPTANCE OF SUBSCRIPTION

(to be signed only by GP)

The GP hereby accepts the above subscription for Partnership Interests and the Capital Commitment on behalf of the Partnership:

Q3 I, LP

By: _____

Name: _____

Title: _____

Date: _____