**SUBSCRIPTION AGREEMENT – Class A Common Shares**

**TO:**

**To: Elixir Technology Inc.**

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase from the Company that aggregate principal amount of Class A Common Shares of the Company set out below at a price equal to the aggregate principal amount of the Class A Common Shares so purchased (the “**Subscription Price**”). Upon and subject to the terms and conditions set forth in “*Terms and Conditions”* attached hereto (together with the face pages and the attached Appendices, which form an integral part hereof, the “**Agreement**”).

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| --- |
| **ITEM 1A. SUBSCRIBER INFORMATION – INDIVIDUAL** |
| *Complete for each Investor*  |
| [ ]  Mr.[ ]  Mrs.[ ]  Miss[ ]  Ms.[ ]  Dr. | Last Name:  | First Name:  | Middle Initial(s):  |
| Address:  |
| Telephone:  | Email Address:  |
| Social Insurance No.:  |
| **ITEM 2. Terms** |
| **Terms:** **$60.00 per Class A Common Share****\_\_\_\_\_\_\_\_\_Class A Common Shares for $ \_\_\_\_\_\_\_\_\_****\_\_\_** | **Start Date:**Certificate will be delivered upon receipt of payment |
| **ITEM 3. PAYMENT** |
| **Payment of Aggregate Subscription Price**Cheque, wire, ETF or bank draft | CAD Amount: $\_\_\_\_\_\_\_\_ |
| **ITEM 4. RELIANCE ON PROSPECTUS EXEMPTION** |
| The Investor represents and certifies that it is purchasing the Class A Common Shares pursuant to one of the available exemptions from the prospectus requirements in National Instrument 45-106 *Prospectus and Registration Exemptions* described in this Subscription Agreement below. |

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| **ACCEPTANCE**: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement for the following number of Class A Common Shares: \_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |
|  |  |  |  |
| **Elixir Technology Inc.** |  |  |  |
|  |  |  |  |
| Per: |  |  |  | Subscription No: |
|  | Signature of Authorized Officer |  |  |  |
|  |  |  |  |  |
|  |  , Director |  |  |  |
|  | Name and Title of Authorized Officer |  |  |  |
|  |  |  |  |  |

**TERMS AND CONDITIONS**

Terms

# The Investor acknowledges, understands and agrees (on its own behalf and, if applicable, on behalf of each person on whose behalf the Investor is contracting) that:

## this subscription and offer of purchase are subject to rejection or allotment, in whole or in part, by the Corporation, at its discretion; and

## the corporation is subject to and governed by an unanimous shareholder agreement, between the Corporation and its shareholders and cannot be pledged, sold or otherwise transferred except in accordance with the terms of that agreement; and

## the Corporation may issue additional equity or debt securities from time to time; and

## the Corporation may, but is not obligated to, pay finder’s fees, sales commissions, referral fees at reasonable market rates or other compensation in connection with this subscription and other subscriptions for Class A Common Shares, however, the Corporation will not receive any commission or fees itself from the sale of the Class A Common Shares; and

## the issuance of the Class A Common Shares to the Investor may be subject to approval by the applicable regulatory authorities in Canada and that the Investor may be subject to background checks and questions from the applicable securities regulators and the Investor may be required to register on the National Registration Database (NRD) of the Canadian Securities Administrators if the Investor becomes a permitted individual of the Corporation or is otherwise required to register on NRD. The Investor agrees to complete all forms and execute all documents required for such registration and approval.

Representations, Warranties, Certifications and Covenants by Investor

# The Investor (on its own behalf and, if applicable, on behalf of each person on whose behalf the Investor is contracting) represents, warrants, certifies and covenants to the Corporation (and acknowledges that the Corporation and its counsel is relying thereon) that:

## ***Disclosure***: the Investor has had an opportunity to ask and have answered all questions which it wished to raise regarding the business and affairs of the Corporation, the nature of its business, the proposed use of the proceeds of this subscription, the sale of Class A Common Shares, and this Agreement; and

## ***Acknowledgement of Risk***: the Investor certifies that it (and any beneficial purchaser for whom it is acting):

### has such knowledge or experience in financial and business affairs as to be capable of, or has received advice from a person registered under applicable securities legislation for the purposes of, evaluating the merits and risks of its investment in the Class A Common Shares; and

### is aware of the characteristics of the Class A Common Shares and the risks relating to an investment therein; and

### the Class A Common Shares represent “seed” or “risk” capital for the immediate use of the Corporation; and

### is able, without impairing its financial condition, to bear the economic risks of, and understand a complete loss of, its investment; and

### acknowledges that the Corporation cannot and is not representing that the Class A Common Shares will be listed on any stock exchange and no public market exists for the Class A Common Shares; and

### acknowledges that: (A) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Class A Common Shares; and (B) there is no government or other insurance covering the Class A Common Shares; and (C) there are risks associated with the purchase of the Class A Common Shares; and (D) there are restrictions on the Investor’s ability to resell the Class A Common Shares and it is the responsibility of the Investor to find out what those restrictions are and to comply with them before selling the securities; (E) the Corporation has not filed a prospectus with any securities commission or similar regulatory authority in any jurisdiction in connection with the issuance of the Class A Common Shares; (F) the Corporation advised the Investor that the Corporation is relying on an exemption from the requirements to provide the Investor with a prospectus and to sell securities through a person or company registered to sell securities under applicable securities laws, and as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by applicable securities laws, including statutory rights of rescission or damages, will not be available to the Investor; and (G) the Corporation is relieved from certain obligations to provide information to its securityholders, and the Investor might not receive information about the Corporation, that would otherwise be required to be provided to it under securities legislation if the Corporation had filed a prospectus under applicable securities legislation; and

## ***Exemption from Prospectus Requirements***: it understands that the Class A Common Shares are being offered for sale only on a “private placement” basis and that the sale and delivery of the Class A Common Shares are conditional upon such sale being exempt from the prospectus and registration requirements under applicable securities laws. Unless it is purchasing under paragraph 2(d), it is purchasing the Class A Common Shares as principal for its own account or for the account of a principal or beneficial purchaser (disclosed or not), not for the benefit of any other person, for investment only and not with a view to the resale or distribution of the Class A Common Shares, it is resident in or otherwise subject to applicable securities laws of the jurisdiction set out as the “*Investor’s Residential Address*” on the face page of this Agreement and, if the Investor is acting as agent for a disclosed beneficial purchaser, such disclosed beneficial purchaser is resident in or otherwise subject to the laws of the jurisdiction set forth on the face page in the Agreement as the “*Beneficial Purchaser’s Residential Address*” of the principal, and it or the disclosed beneficial purchaser it is resident in British Columbia, Alberta, Saskatchewan or Manitoba, Ontario and it has concurrently completed, signed and delivered **Appendix A**, AND (1) if subscribing as an “accredited investor” that is relying on categories (g), (h) or (i) of Part 2 of Exhibit 1 of **Appendix A**, then the Investor has completed **Appendix B**; AND (2) if a “close personal friend” or “close business associate” relationship is being relied upon, the Investor certifies that it has reviewed and understands the guidance respecting the meaning of the phrase “close personal friend” or “close business associate” (as applicable) set out in **Appendix D;** AND (3) if the Investor is resident in Saskatchewanand a “close personal friend” or “close business associate” relationship is being relied upon then the Investor has also completed **Appendix E**; and

## ***Exempt Status of Beneficial Purchaser***: if it is purchasing the Class A Common Shares, not as principal under subparagraph 2(c) but is acting as agent for one or more beneficial purchasers or principals (disclosed or undisclosed), each of such beneficial purchasers or principals is purchasing as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Class A Common Shares, and each of such beneficial purchasers or principals complies with either subparagraph 2(c) (i) or (ii) hereof as applicable to it by virtue of its place of residence or by virtue of the securities laws of such place being applicable to the Investor; and

## ***Restrictions on Resale***: it has been independently advised as to restrictions with respect to trading in the Class A Common Shares imposed by applicable securities legislation, confirms that no representation has been made to it by or on behalf of the Corporation with respect thereto, acknowledges that it is aware of the characteristics of the Class A Common Shares, the risks relating to an investment therein and of the fact that it may not be able to resell the Class A Common Shares except in accordance with resale restrictions and limited exemptions under applicable securities legislation and regulatory policy; and it agrees that any certificates representing the Class A Common Shares may bear a legend that expressly states thatthe resale of such securities is restricted; and it will not resell the Class A Common Shares except in accordance with the provisions of applicable securities legislation and stock exchange rules, if applicable; and

## ***No Representation about Future Value***: no person has made to the Investor any written or oral representations (i) that any person will resell or repurchase the Class A Common Shares, (ii) that any person will refund the subscription price of the Class A Common Shares, or (iii) as to the future price or value of the Class A Common Shares, or (iv) as to the Class A Common Shares being issued pursuant to this Agreement being listed on any stock exchange; and

## ***No Connection to U.S.***: it is purchasing the Class A Common Shares pursuant to and in compliance with paragraph 2(c) or (d), and:

### the Class A Common Shares have has not been offered to the Investor in the United States, and the individual(s) making the order to purchase the Class A Common Shares and executing and delivering this Agreement on behalf of the Investor were not in the United States when the order was placed and this Agreement was executed and delivered; and

### it is not a U.S. Person (as defined in Regulation S under the *United States Securities Act of 1933*, as amended (the “**U.S. Securities Act**”)), which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not purchasing the Class A Common Shares on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person; and

### it is aware that the Class A Common Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state and that these securities shall not be offered or sold in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the Corporation has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Class A Common Shares; and

### it will not offer or sell the Class A Common Shares in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that it will not resell the Class A Common Shares, except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules; and

## ***Existence of Investor & Authority to Subscribe and Purchase***: the Investor:

### if an individual, it is of the full age of majority and is legally competent to execute this Agreement and take all action pursuant hereto; and

### if a corporation, partnership, trust, unincorporated association or other entity, it is duly formed and validly existing under the laws of the jurisdiction of such formation, it has the legal capacity to enter into and be bound by this Agreement and further certifies that all necessary approvals of directors, trustees, fiduciaries, shareholders, partners, stakeholders, holders of voting securities or otherwise have been given and obtained; and

## ***Business Purpose***: if it is not an individual, it pre-existed the subscription and has a *bona fide* business purpose other than the investment in the Class A Common Shares and was not created, formed or established solely or primarily to acquire securities, or to permit purchases of securities without a prospectus, in reliance on an exemption from the prospectus and registration requirements of applicable securities legislation; and

## ***Binding Agreement***: this Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Investor; and

## ***No Violations caused by Subscription***: the entering into of this Agreement and the completion of the transactions contemplated hereby do not and will not result in a violation of any of the terms or provisions of any law applicable to the Investor or any agreement to which the Investor is a party or by which it is bound, or if the Investor is not a natural person, any of the Investor’s constating documents; and

## ***Authority as Agent***: in the case of a subscription for Class A Common Shares by the Investor acting as agent for a beneficial purchaser (disclosed or otherwise), it is authorized to execute and deliver this Agreement and all other necessary documentation in connection with such subscription on behalf of such principal and this Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid, binding and enforceable agreement of, such beneficial purchaser or principal; and

## ***Reports to Regulatory Authorities***: it acknowledges that it or the Corporation may be required to provide applicable securities regulatory authorities with a list setting forth the identities of the beneficial purchasers of the Class A Common Shares or undisclosed principal(s) for whom it is acting, and:

### if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Investor will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Class A Common Shares; and

### notwithstanding that the Investor may be purchasing the Class A Common Shares as agent for an undisclosed principal, it will provide, on request, particulars as to the identity of such beneficial purchaser(s) or undisclosed principal(s) for whom it may be acting as required by the Corporation (in order to comply with the foregoing); and

## ***Legitimate Source of Funds***: the funds representing the Subscription Price advanced by the Investor hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “**PCMLTFA**”) and the Investor acknowledges that the Corporation may in the future be required by law to disclose the Investor’s name and other information relating to this Agreement and the Investor’s subscription hereunder, on a confidential basis, pursuant to the PCMLTFA and to the best of the Investor’s knowledge: (i) none of the subscription funds to be provided by the Investor (A) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction, or (B) are being tendered on behalf of a person or entity who has not been identified to the Investor, and (ii) it will promptly notify the Corporation if the Investor discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith; and

## ***Independent Legal Advice***: the Investor acknowledges that the Corporation’ counsel is acting as counsel to the Corporation, and not as counsel to the Investor, and that it has been encouraged to obtain independent legal, income tax and investment advice with respect to its subscription for, and the restrictions on resale of, the Class A Common Shares and, accordingly, has had the opportunity to acquire an understanding of the meanings of all terms contained herein relevant to the Investor, including the representations, warranties, certifications and covenants given hereunder.

Closing

# The sale of the Class A Common Shares pursuant to this Agreement will be completed at the offices of the Corporationat such place and time as the Corporation determines (the “**Closing Time**”) on such date or dates as the Corporation determines (each such date is a “**Closing Date**”). At the Closing Time, the Corporation will prepare certificates representing the Class A Common Shares purchased pursuant to this Agreement for delivery to the Investor against payment of the Subscription Price hereunder.

# The Investor agrees to deliver at least two business days prior to the applicable Closing Date to the Corporation: (a) this Agreement and the applicable Appendices, duly completed and signed; (b) such other documentation as is reasonably requested by the Corporation in connection with this subscription for Class A Common Shares; and (c) a certified cheque or bank draft payable to ***“Elixir Technology Inc.”*** in the amount of the Subscription Price or payment of the same amount in such other manner as is acceptable to the Corporation. Any subscription funds delivered prior to a Closing Date will be held in trust until the applicable Closing Date, at which time the Class A Common Shares subscribed for hereunder will be determined and acquired (if the Corporation has accepted the Investor’s Agreement). Such funds will not be segregated for the account of the Investor. No interest will be payable to the Investor on any such subscription funds. Any interest earned on such funds will belong to the applicable Corporation.

# The Corporation is entitled to rely on delivery of facsimile copies (whether by fax, portable document format (PDF) or other acceptable format) of signed subscriptions, and acceptance by the Corporation of such facsimile subscriptions is legally effective to create a valid and binding agreement between the Investor and the Corporation in accordance with the terms hereof. Notwithstanding the foregoing, the Investor will deliver originally executed copies of the documents listed in Section 4 to the Corporation within two business days of the Closing Date. In addition, this Agreement may be executed in counterparts, each of which is deemed to be an original and all of which constitute one and the same document.

# The Investor hereby irrevocably authorizes the Corporation (or a nominee thereof) to: (a) act as the Investor’s representative at the closing and to execute in its name and on its behalf all closing receipts and documents required; (b) complete or correct any errors or omissions in any form or document, including this Agreement, provided by the Investor; and (c) receive on its behalf certificates representing the Class A Common Shares purchased under this Agreement to be handled in accordance with the Investor’s instructions on the face page.

General

# The Investor agrees that the representations, warranties, certifications and covenants of the Investor herein will be true and correct both as of the execution of this Agreement and as of the Closing Time and will survive the completion of the issue and sale of the Class A Common Shares. The representations, warranties and covenants of the Investor herein are made with the intent that they be relied upon by the Corporation and its counsel in determining the eligibility of a purchaser of Class A Common Shares and the Investor agrees to indemnify and hold harmless the Corporation and its affiliates, shareholders, directors, officers, employees and agents, from and against all losses, claims, costs, expenses and damages or liabilities whatsoever which any of them may suffer or incur which are caused or arise from a breach thereof. The Investor undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Investor set forth herein which takes place prior to the Closing Time.

# The Investor acknowledges and agrees that all costs incurred by the Investor (including any fees and disbursements of any counsel retained by the Investor) relating to the sale of the Class A Common Shares to the Investor will be borne by the Investor.

# The contract arising out of this Agreement and all documents relating thereto is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

# the Corporation is entitled to rely on delivery of a facsimile or electronically scanned (PDF) copy of this Agreement, and acceptance by the Corporation of such facsimile or PDF copy shall be legally effective to create a valid and binding agreement between the Investor and the Corporation in accordance with the terms hereof. In addition, this Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. If less than a complete copy of this Agreement is delivered to the Corporation at the Closing Time, the Corporation shall be entitled to assume that the Investor accepts and agrees with all of the terms and conditions of this Agreement on the pages not delivered at the Closing Time unaltered.

# This Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.

# The terms and provisions of this Agreement are binding upon and enure to the benefit of the Investor and the Corporation and their respective heirs, executors, administrators, successors and assigns; provided that, except for the assignment by an Investor who is acting as nominee to the beneficial owner and as otherwise herein provided, this Agreement is not assignable by any party without prior written consent of the other parties.

# The Investor, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, agrees that this subscription is made for valuable consideration and shall not be withdrawn, cancelled, terminated or revoked by the Investor, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder.

# Neither this Agreement nor any provision hereof is to 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.

# The invalidity, illegality or unenforceability of any provision of this Agreement does not affect the validity, legality or enforceability of any other provision hereof.

# The headings used in this Agreement are for convenience of reference only and do not affect the meaning or interpretation of this Agreement or any provision hereof. In this Agreement (including Appendices and attachments), references to “$” are to Canadian dollars. Unless expressly modified by the words “**only**” or “**solely**”, the words “**include**”, “**includes**” or “**including**”, when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather are to be construed as meaning “include(s) without limitation” or “including without limitation” (as the context requires) and permitting such general term or statement to refer to all other items or matters that could reasonably fall within its broadest possible scope. Time is of the essence hereof.

Consent to Collection, Use and Disclosure of Personal Information

# The Investor acknowledges that this Agreement and the Appendices hereto require the Investor to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of the subscription agreement, which includes determining the Investor’s eligibility to purchase the Class A Common Shares under applicable securities legislation, preparing and registering any certificates representing the Class A Common Shares to be issued to the Investor and completing filings required by any securities regulatory authority. The Investor’s personal information may be disclosed by the Corporation to: (a) securities regulatory authorities or stock exchanges; (b) the registrar and transfer agent for the Class A Common Shares (if any); and (c) any of the other parties involved in the subscription agreement, including legal counsel to the Corporation. By executing this Agreement, the Investor consents to the foregoing collection, use and disclosure of the Investor’s personal information. The Investor also consents to the filing of copies or originals of any of the Investor’s documents described in Section 4 as may be required to be filed with any securities regulatory authority or stock exchange in connection with this subscription agreement.

**APPENDIX A**

***Please complete one copy of this form for each Investor.***

**TO: Elixir Technology Inc. (the “Corporation”)**

In connection with the purchase of the Class A Common Shares (as defined in the Agreement) by the undersigned investor or, if applicable, the beneficial purchaser on whose behalf the undersigned is purchasing as agent (the “**Investor**”), the Investor hereby represents, warrants, certifies and covenants to and in favour of the Corporation that:

# the Investor is resident in a jurisdiction in Canada or is otherwise subject to applicable securities laws of a jurisdiction in Canada;

# the Investor satisfies one of the indicated criteria in Exhibit 1 to this Appendix A;

# the Investor is not a trust company or trust corporation registered or authorized under the laws of Prince Edward Island that is not registered under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada; and

#  the Investor, if not an individual, was not created or used solely to purchase or hold securities as an accredited investor.

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

|  |  |
| --- | --- |
|  | Print name of Investor or person signing as agent on behalf of Investor |
|  | By:  Signature |

**IMPORTANT: PLEASE INITIAL THE APPLICABLE CATEGORY IN
EXHIBIT 1 ON THE NEXT PAGES**

**EXHIBIT 1 TO APPENDIX A**

**PART 1 of Exhibit 1 to Appendix A (to be completed by all Investors)**

**NOTE: THE INVESTOR MUST INITIAL BESIDE THE APPLICABLE CATEGORY BELOW.**

In connection with the purchase of Class A Common Shares by the Investor, the Investor (or the signatory on behalf of the Investor) certifies for the benefit of the Corporation that the Investor complies with the category indicated below:

|  |  |
| --- | --- |
| Initial |  |
| \_\_\_\_\_\_\_\_ | a director, officer, employee, founder or control person of the Corporation; or |
| \_\_\_\_\_\_\_\_ | a director or officer or employee of an affiliate of the Corporation; or |
| \_\_\_\_\_\_\_\_ | a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer, founder or control person of the Corporation; or |
| \_\_\_\_\_\_\_\_ | a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer, founder or control person of the Corporation; or |
| \_\_\_\_\_\_\_\_ | a close personal friend of a director, executive officer, founder or control person of the Corporation; or*Note: If you initialed paragraph (e), then complete* ***Appendix D****.* |
| \_\_\_\_\_\_\_\_ | a close business associate of a director, executive officer, founder or control person of the Corporation; or*Note: If you initialed paragraph (f), then complete* ***Appendix D****.* |
| \_\_\_\_\_\_\_\_ | a security holder of the Corporation; or |
| \_\_\_\_\_\_\_\_ | a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (g); or*Note: If you initialed paragraph (h), then complete the section below paragraph (i).* |
| \_\_\_\_\_\_\_\_ | a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (a) to (g); or |
|  | *Note: If you initialed category (h) or (i) then list all the (A) directors and voting securityholders or (B) beneficiaries and trustees and executors (as applicable) and* ***indicate the name and category*** *of investor (by reference to the applicable letter above) as follows (attach additional pages if required):* |
|  | **Name and Title** | **% of interest in Person or Trust** | **Category** |
|  |  |  |  |
| \_\_\_\_\_\_\_\_ | an accredited investor.*Note: If you initialed paragraph (j), then you must complete the accredited investors declaration as well.* |