

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT made as of this ___ day of _____ 2022 between 520 Capital Fund 2, LP, a California limited partnership under the laws of the state of California (the “Company or LP”) and the undersigned (“the Subscriber or Investor”).

RECITALS

- A. Whereas, the Company is engaging in the private offering of limited partnership interests in the Company to potential investors pursuant to federal and state law registration exemptions; and,
- B. Whereas, the Subscriber has offered to invest the amount set forth at the end of this agreement to become a limited partner of the Company; and,
- C. Whereas, the Subscriber will be concurrently providing a completed confidential Accredited Investor Information and Representations form attached hereto as Exhibit A,

AGREEMENTS

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1.1. Subscription for Limited Partnership Interest.

Subject to the terms and conditions set forth hereinafter, the undersigned subscribes for and agrees to invest in the Company to become a limited partner therein for the investment price set forth on the signature page of this Agreement (“the LP Interest”).

The undersigned as a limited partner of the Company will participate in the profits and losses of the Company based on the undersigned’s capital account in and the terms of the Company’s Limited Partnership Agreement. The capital investment of the subscriber in the Company is set forth on the signature page hereof; The investment in the Company is to be paid by certified or bank check or wired funds pursuant to wire instructions to be provided by the Company, within three business days after execution and delivery of this Subscription Agreement to the Company.

1.2. Reliance on Exemptions.

The Subscriber acknowledges that this Offering has not been reviewed by or registered with the United States Securities and Exchange Commission (“SEC”) or any state agency based on the Company’s representations that this is a nonpublic offering exempt under Regulation D from the registration requirements of the Securities Act of 1933, as amended (the “1933 Act”) and corresponding state law exemptions. The Subscriber understands that the Company is relying upon the truth and accuracy of, and the Subscriber’s compliance with, the representations, warranties, agreements,

acknowledgments and understandings of the Subscriber set forth herein in order to determine the availability of such exemptions and the eligibility of the Subscriber to acquire the LP Interest.

1.3. Investment Purpose.

The Subscriber represents that the LP Interest are being purchased for its own account, for investment purposes only and not for distribution or resale to others in contravention of the registration requirements of the 1933 Act. The Subscriber agrees that it will not sell or otherwise transfer the LP Interest unless they are registered under the 1933 Act or unless an exemption from such registration is available.

1.4. Accredited Investor.

The Subscriber represents and warrants that it is an “Accredited Investor” as such term is defined in Rule 501 of Regulation D promulgated under the 1933 Act, as indicated by the information it has provided on the Accredited Investor Information and Representations form attached hereto as Exhibit A; and, that that the information furnished to the Company on the completed Exhibit A and otherwise provided by it is accurate and complete in all material respects. The Subscriber further represents that it is able to bear the economic risk of this investment in the LP Interest.

1.5. RISK OF INVESTMENT.

(a) Risk of Loss of Investment. An investment in the Company involves a high degree of risk. An investment in the Company is suitable only for investors who can bear a loss of their entire investment.

(b) Value of Investment is Speculative. The terms of this offering have been determined by the Company in its sole discretion and no representation is made that there is a relationship between such terms and the Company’s assets, earnings, book value or any other objective criteria of value.

(c) Dependence on Net Proceeds; The Company is dependent upon the net proceeds of this Offering to immediately fund its operations. There is no assurance that any other investments in the LP will occur. Additionally, there is no minimum amount of funds that are required to be raised in order for the Company to accept subscriptions received from investors and the Company’s may terminate this Offering at any time. There is no assurance that the Company will have additional investors.

(d) Limited Operating History; History of Losses or Nominal Income; Development Stage Entity. The Company has operated on a limited and developmental basis to date and, since inception, the Company has generated limited revenues. The Company has a limited operating history on which the Company can evaluate its potential for future success. To evaluate the Company, an investor should evaluate their investment in light

of the expenses, delays, uncertainties, and complications typically encountered by early-stage development businesses, many of which are beyond the Company's control.

(f) Dependence upon Key Personnel. The Company is dependent upon key personnel as described in the Offering Memorandum to manage the affairs of the Company and achieve its business objectives.

1.6 Information.

The Subscriber acknowledges receipt and full and careful review and understanding of this Subscription Agreement and other materials provided by the Company and hereby represents that: (i) it has been furnished by the Company during the course of this transaction with all information regarding the Company which it has requested; and (ii) that it has been afforded the opportunity to ask questions of and receive answers from duly authorized officers and representatives of the Company concerning the terms and conditions of the Offering, and any additional information which it has requested.

1.7 No Representations or Warranties.

The Subscriber hereby represents that no representations or warranties have been made to the Subscriber by the Company or any agent, employee or affiliate of the Company and that it has had an opportunity to make an independent investigation of the Company and its management.

1.8 Tax Consequences.

The Subscriber acknowledges that this investment may involve tax consequences and that it must retain its own professional advisors to evaluate the tax and other consequences of an investment in the Shares.

1.9 Transfer or Resale.

The Subscriber understands that: (a) no part of the LP Interest has been and are not in the process of being registered under the 1933 Act or any state securities laws; (b) the Securities may not be offered for sale, sold, assigned, pledged, transferred or otherwise disposed of (each a "Disposition") unless, prior to effecting any such Disposition (other than any transfer not involving a change in beneficial ownership) (i) there is in effect a registration statement under the 1933 Act covering the Disposition and the Disposition is made in accordance with such registration statement, or (ii) the Subscriber gives written notice to the Company of such Subscriber's intention to effect a Disposition and such notice shall describe the manner and circumstances of the proposed Disposition, and shall be accompanied by either (A) a written opinion of a legal counsel that a Disposition of the Securities may be made pursuant to an exemption from such registration, or (B) any other evidence reasonably satisfactory to counsel to the Company; and (C) the Company is under no obligation to register the Securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any registration exemption

thereunder. The LP Interest is also subject to restrictions on transfer as set forth in the By Laws of the Company.

1.10 Legends.

The Subscriber understands that any electronic record or certificates or other instruments representing the Securities, until such time as they have been registered under the 1933 Act, shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such certificates or other instruments):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, OR (B) AN OPINION OF COUNSEL, IN A REASONABLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR APPLICABLE STATE SECURITIES LAWS.

1.11 Validity; Enforcement.

If the Subscriber is a corporation, partnership, trust or other entity, the Subscriber represents and warrants that: (a) it is authorized and otherwise duly qualified to make the investment in the LP; and (b) that this Subscription Agreement has been duly and validly authorized, executed and delivered and constitutes the legal, binding and enforceable obligation of the Subscriber.

1.12 Residency.

The Subscriber represents that the address furnished at the end of this Subscription Agreement is its principal address.

1.13 Foreign Subscriber.

If the Subscriber is not a United States person, such Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with this investment in the LP Shares and this Subscription Agreement, including: (a) the legal requirements within its jurisdiction for this investment; (b) any foreign exchange restrictions applicable to such investment; (c) any governmental or other consents that may need to be obtained; and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of this investment in the LP. Such Subscriber's subscription and payment for the LP Interest, and their

continued beneficial ownership thereof, will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

1.14 Confidential Information.

The Subscriber acknowledges that it will receive or have access to certain confidential proprietary information concerning the Company, which may include, without limitation, business plans, financial information, and trade secrets (collectively, "Confidential Information"), which is proprietary in nature and non-public. The Subscriber agrees that it shall not disclose or cause to be disclosed any Confidential Information to any person or use any Confidential Information for its own purposes or its own account, except in connection with its investment in the Fund and except as otherwise required by any regulatory authority, law or regulation, or by legal process. Furthermore, the Subscriber has not reproduced, duplicated or delivered, Confidential Information about the Company or this Subscription Agreement to any other person, except professional advisers to the Subscriber.

1.15 Subscriber's Non-Public Information.

The Subscriber recognizes that non-public information concerning the Subscriber set forth in this Subscription Agreement or otherwise disclosed by the Subscriber to the Company, such as the Subscriber's name, address, social security number, assets and income, and information regarding the Subscriber's investment in the Company (collectively, the "Information"), may be disclosed (a) to the management of the Company, its attorneys, accountants and auditors in furtherance its business and to other service providers such as parries who may have a need for the information in connection with providing services to the Fund, (b) to third party service providers or financial institutions who may be providing services to the Fund provided that such persons must agree to protect the confidentiality of the Information and use the Information only for the purposes of providing services to the Fund, and (c) as otherwise required or permitted by law. Any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on such person by law or otherwise.

2. No Brokers.

Neither the Company nor the Subscriber has employed any broker or finder in connection with the transactions contemplated herein.

3, Obligation of Company.

The obligation of the Company hereunder to accept the Subscriber's investment in the LP Interest is subject to the satisfaction of each of the following conditions:

- (a) The Subscriber shall have executed this Subscription Agreement and provided the information required on Exhibit A establishing that it is an accredited investor.
- (b) Investment Amount. The Subscriber shall have paid the purchase price set forth at the end of this Agreement the Shares being purchased by the Subscriber.

(c)

The representations and warranties of the Subscriber shall be true and correct in all material respects as of the date when the Shares are sold to the Subscriber, and the Subscriber shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by the Subscriber at that time.

- (d) All opinions, certificates and documents and all proceedings related to this Offering shall be in form and content reasonably satisfactory to the Company and its legal counsel.

4.1 Notices.

Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Subscription Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt, when delivered personally, (b) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party), or (c) one (1) business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company;

If to the Subscriber, to its address set forth at the end of this Subscription Agreement, or to such other address and/or facsimile number and/or to the attention of such other person as specified by written notice given to the Company five (5) days prior to the effectiveness of such change.

Written confirmation of receipt (a) given by the recipient of such notice, consent, waiver or other communication, or (c) provided by an overnight courier service shall be rebuttable evidence of personal service.

4.2 Electronic Delivery. The Subscriber consents to the receipt of notices, statements, reports and other communications relating to the Company and the Subscriber's investment in the Company in electronic form. The Subscriber's consent to receipt of electronic statements, reports and other communications shall be valid until the Subscriber's withdrawal of this consent. Any such withdrawal will not apply to any statements, reports or other communications that were furnished electronically before the date on which the withdrawal of consent becomes effective.

5. Severability.

If any provision of this Subscription Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Subscription Agreement.

6. Governing Law; Jurisdiction.

This Agreement shall be governed by and construed solely in accordance with the laws of the State of California, without regard to the conflicts of laws principles thereof. The parties hereto hereby expressly and irrevocably agree that any suit or proceeding arising under this Agreement or the consummation of the transactions contemplated hereby, shall be brought solely in a federal or state court located in Orange County, California. By its execution hereof, the Company and Subscriber hereby expressly and irrevocably submit to the in personam jurisdiction of the federal and state courts located in Orange County.

7. Further Assurances.

Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Subscription Agreement and the consummation of the transactions contemplated hereby.

8. Legal Representation.

The Subscriber acknowledges that: (a) it has read this Subscription Agreement, all other documents related to this offering and the exhibits thereto; (b) it has either been represented in the preparation, negotiation, and execution of this Subscription Agreement by legal counsel of its own choice, or has chosen to forego such representation by legal counsel; and (c) it understands the terms and consequences of this Subscription Agreement and is fully aware of its legal and binding effect.

9. Counterparts.

This Subscription Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when the counterparts have been signed by each party and delivered to the other party; provided that an electronic or PDF signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original.

10. Amendments.

No provision of this Subscription Agreement may be amended or waived other than by an instrument in writing signed by the Company and the Subscriber.

11. Entire Agreement.

This Subscription Agreement supersedes all other prior oral or written agreements between the Subscriber, the Company, their affiliates and persons acting on their behalf with respect to the matters discussed herein, and this Subscription Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein.

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the date first written above.

THE INVESTOR

Signature

-Insert Name_

Address of Investor

Social Security or Tax ID Number

Amount of investment in the LP

SUBSCRIPTION ACCEPTED BY THE COMPANY

EXHIBIT A

**ACCREDITED INVESTOR INFORMATION
AND REPRESENTATIONS**

The Subscriber herein provides the following information in connection with its subscription for their limited partnership interest in the Company:

1. I am aware that interests in the Company are being offered to accredited investors only. I warrant that I am an accredited investor because (check appropriate category):

a. _____ My individual net worth (without any exclusions), or joint net worth together with my spouse (if any), is in excess of \$1,000,000.

b. _____ My individual income was in excess of \$200,000 in each of the past two years (excluding my spouse's income) and I expect to have an income (excluding my spouse's income) in excess of that amount in the current year or my individual income for such years together with my spouse's is in excess of \$300,000.

c. _____ The investor that I represent is an entity that is not formed for the purpose of investing in the Shares and which has total assets in excess of \$5,000,000.

d. _____ I am an executive officer or a director of the Company.

e. _____ The investor that I represent is an entity in which all of the equity owners meet the standards of (a) or (b) above.

f. _____ The investor that I represent is an employee benefit plan, subject to ERISA, with a bank, an insurance company or registered investment advisor as a plan fiduciary.

g. _____ The investor that I represent is an employee benefit plan, subject to ERISA, with total assets in excess of \$5,000,000.

h. _____ The investor that I represent is a self-directed account in an employee benefit plan, in which investments are directed by a person who meets the standards of paragraph (a) or (b) above.

2. I have the following pre-existing business or personal relationship with one or more of the principals of the Company:

3. have the following business and financial experience which enables me to evaluate the merits and risks of this investment (please be as specific as possible):

Dated : _____

The Investor
