

## FORM OF ADDITIONAL SUBSCRIPTION

[Name of Fund]

c/o [Name of Administrator/Investment Manager]

[Address]

Tel:

Email:

Ladies and Gentlemen:

The undersigned holds [Shares][Interests] of [Name of Fund], a [type of fund] (the “Fund”) and hereby subscribes for additional [Shares][Interests] in the amount set forth on the signature page hereto. Capitalized terms not otherwise defined herein are used herein as defined in the current confidential private placement memorandum of the Fund, as amended and/or supplemented, and if not defined therein, in the subscription documents relating to the initial subscription of the undersigned (the “Subscription Documents”).

As a condition to acceptance hereof by the Fund, the undersigned hereby confirms that (i) the representations, warranties and covenants made by the undersigned to the Fund’s shareholders in the Subscription Agreement contained in the Subscription Documents are true and correct as of the date hereof and are hereby repeated, (ii) the information set forth in the Subscriber Information Form contained in the Subscription Documents is accurate and complete as of the date hereof, (iii) any background information provided to the Fund is true and correct in all material respects as of the date hereof, (iv) the funds being remitted in connection with this additional subscription will originate from the Wiring Institution (as defined in the Subscription Documents) from which the undersigned’s funds were wired in connection with its initial subscription, the details of which are accurately and completely disclosed in the Subscription Documents and (v) the undersigned continues to be a customer of such Wiring Institution. The undersigned agrees (1) to be bound by all the provisions of the Subscription Documents with respect to the additional subscription made hereunder (including but not limited to any indemnification obligations) and (2) that the Subscription Documents as supplemented hereby shall continue in full force and effect.

In addition, if the Subscriber is, or is acting on behalf of, of, an employee benefit plan, which is subject to ERISA or Section 4975 of the Code, to induce the Fund to accept this additional subscription, the Subscriber proposing to make an additional subscription to the Fund [(and thus the Master Fund)] represents that in connection with its decision to make such additional subscription in the Fund [(and thus the Master Fund)], the Subscriber is and will be represented by an entity independent of the [General Partner, the] Investment Manager and [its/their] affiliates or employees and such party (A) is described in 29 CFR §2510.3-21(c)(1)(i); (B) is

capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies; (C) acknowledges that it has been informed that none of the [General Partner, the] Investment Manager or any of [its/their] affiliates or employees is undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the Subscriber's additional investment in the Fund [(and thus the Master Fund)]; and (D) is acting as a fiduciary under ERISA with respect to the Subscriber's investment in the Fund [(and thus the Master Fund)] and is responsible for exercising independent judgment in evaluating such investment. If the Subscriber cannot make the representations set forth above, the Subscriber must contact the [Investment Manager] and the additional subscription will not be accepted unless specifically agreed to by the [Investment Manager].

The acceptance of additional subscriptions is within the absolute discretion of the Fund, which may require additional information prior to making a determination. The Fund will notify the undersigned of its acceptance or rejection of the additional subscription and neither the Fund nor the Investment Manager will be responsible for any lost profits, revenue or damage of any kind due to a delayed acceptance or a rejected additional subscription. If the additional subscription is rejected, the Fund will promptly refund (without interest) to the Subscriber any additional subscription payments received by the Fund.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

FOR ADDITIONAL SUBSCRIPTION

(Complete and sign)

\$ \_\_\_\_\_

Amount of Subscription

\_\_\_\_\_

For Subscription Date

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

Executed as a Deed:

INDIVIDUALS

ENTITIES

Signature

Print Name of Entity

By:

Print Name

Authorized Signatory

Additional Investor Signature (Joint Investment)

Print Name and Title

Print Name

-----FOR INTERNAL USE ONLY-----  
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The Subscriber's subscription is accepted, subject to the provisions of the Subscription Agreement and the Memorandum.

[Name of Fund]

By:

Name:

Title:

Dated: \_\_\_\_\_, 20\_\_