

**OWNERCLUB HOLDINGS, L.P.
OWNERCLUB FINANCIAL, L.P.**

(together the **Fund**)

**SUBSCRIPTION AGREEMENT
(Non-US Person)**

Ownerclub GP Ltd; Realexstate Capital Ltd.

Dear Sirs/Madams

WHEREAS

I/we, the undersigned (the **Subscriber**) has:

- a) read this Subscription Agreement, the information on the offering of limited partnership interests (**Interests**) in each of Ownerclub Holdings, L.P. and Ownerclub Financial, L.P. (together the **Fund**) set out in Appendix 1 hereto and the Amended and Restated Limited Partnership Agreement in full;
- b) completed any and all information required by the Fund at www.ownerclub.com (the **Website**) to the satisfaction of the Fund and the General Partner including, without limitation:
 - i. any and all customer due diligence and/or “Know Your Client” information required by the Fund in order to comply with applicable anti-money laundering regulations and to verify the identity of each applicant for partnership interests;
 - ii. any and all information required by the Fund to enable the Fund to discharge its obligations in connection with the US Foreign Account Tax Compliance Act and other information reporting requirements, including providing the appropriate Self-Certification Form (which information has been validated by the Fund and the General Partner in accordance with the AEOI Legislation (such information as provided by the Subscriber the **Subscriber Registration Information**) and, therefore, the Subscriber has been approved by the Fund and the General Partner as a potential investor in the Fund (an **Approved Investor**); and
- c) remitted subscription monies, net of any bank charges, by making a valid payment to Subscriber’s account maintained by the Fund in accordance with the payment instructions on the Website which (whether by electronic transfer, credit or debit card payment or such other means of payment as may be accepted by the Fund from time to time)

and it is proposed that the Subscriber and the Fund shall enter into this Agreement to regulate the terms of the subscription by the Subscriber for Interests for a value up to and not exceeding the balance of the Subscriber’s account with the Fund as at the date of this Agreement.

SUBSCRIPTION FOR INTERESTS

The Subscriber hereby agrees with the Fund as follows:

1 DEFINITIONS

- 1.1 In this subscription agreement (the **Agreement**) capitalised words and expressions used but not defined have the meanings given to them in the amended and restated limited partnership agreements relating to the Fund (the **LPA**).

2 APPLICATION

- 2.1 The Subscriber hereby irrevocably applies for such number of partnership interests in the Fund (the **Interests**), in the LP Class specified in Schedule 1, as may be purchased with the subscription amount specified in Schedule 1, divided between each of Ownerclub Holdings, L.P. and Ownerclub Financial, L.P. in the proportion set out in Schedule 1. For the avoidance of doubt and to the fullest extent permissible by law, the elections made by the Subscriber on the Website to allocate their subscription monies into one or more LP Classes and the proportion(s) of such subscription monies to be allocated between Ownerclub Holdings, L.P. and Ownerclub Financial, L.P. shall be included without amendment in Schedule 1 hereto and shall be deemed to form part of this Agreement.
- 2.2 The Subscriber hereby authorises the Fund to allocate the subscription monies to the Fund in the amounts set out at Schedule 1 hereto by transferring the subscription monies from the Subscriber's account maintained on the Website into such account as the Fund or the General Partner may specify from time to time.
- 2.3 The Subscriber acknowledges that unless and until its application is rejected by the Fund, the Subscriber shall not be entitled to cancel, terminate or revoke this application.

3 APPLICATION SUBJECT TO ACCEPTANCE

- 3.1 The Subscriber acknowledges that this Agreement will not be binding on the Fund unless and until it is accepted by the Fund and that the Fund may reject this application in whole or part and is not obliged to give any reason for doing so.
- 3.2 If this application is accepted, written confirmation detailing the Interests which have been issued will be sent to the Subscriber as soon as practicable after the receipt of subscription monies by the Fund. Such written confirmation shall constitute the acceptance and agreement of the Fund to this Agreement.
- 3.3 Investors will be notified if for any reason their application for Interests is rejected by the Fund.

4 BASIS ON WHICH APPLICATION IS MADE

- 4.1 The Subscriber represents and warrants that it has received, read, fully considered and understands this Agreement, the key information extract from the Website attached at Appendix 1 in respect of the offering of Interests (the **Website Information**), and is making this application for Interests subject to the provisions of the LPA.
- 4.2 The Subscriber represents and warrants that:
- (a) it is applying for Interests on the basis of the information contained in the Website Information and the LPA and that it has not relied on any representations or statements

made or information provided by any person in relation to the Fund other than the information contained in the Website Information and the LPA;

- (b) it has been given the opportunity to ask questions of and receive written answers from, representatives of the Fund concerning the terms and conditions of an investment in the Fund and all such questions have been answered to its satisfaction.

4.3 The Subscriber represents and warrants that it has consulted with its own legal, tax and financial advisers in connection with the purchase of Interests (or has chosen not to do so) and is not purchasing Interests as a result of, or pursuant to:

- (a) any form of general solicitation or general advertising including any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site whose information about the Fund is not password protected) or broadcast over television or radio; or
- (b) any seminar or meeting whose attendees, including the Subscriber, were invited as a result of, or pursuant to, any form of general solicitation or general advertising.

4.4 The Subscriber represents and warrants that it:

- (a) has the knowledge, expertise and experience in financial matters to evaluate the risks associated with an investment in the Fund; and
- (b) is aware of the risks inherent in investing in the types of investments in which the assets of the Fund will be invested and the methods by which such investments will be held and traded and that the potential loss of the entire principal invested exists.

4.5 The Subscriber represents and warrants that it has evaluated its proposed investment in the Fund in light of its financial conditions and resources and is able to bear the economic risk of its investment in the Fund, including the inherent risk of the potential to lose its entire investment in the Fund.

4.6 The Subscriber represents and warrants that it is acquiring the Interests for investment purposes only and not with a view to distributing or reselling such Interests in whole or in part.

4.7 The Subscriber understands that legal counsel to the Fund, the General Partner and any of their respective managers, members, directors, officers, employees, agents or affiliates will not be representing the Subscriber or any other investor in the Fund, and no independent counsel has been retained to represent the Subscriber or any other investor in the Fund.

5 ELIGIBILITY TO INVEST

5.1 The Subscriber represents and warrants that:

- (a) it is a person who is able to acquire and hold the Interests without breaching the law or requirements of any country, regulatory body or government authority (an **Eligible Investor**); and

- (b) it is not acting on behalf of, or for the benefit of, nor does it intend transferring any Interests which it may hold from time to time to, any person who is not an Eligible Investor.
- 5.2 The Subscriber agrees that it will notify the Fund immediately if it becomes aware that it, or any person for whom it holds the Interests, has ceased to be an Eligible Investor.

6 CONFIDENTIALITY

- 6.1 The Subscriber agrees that it shall not duplicate or provide copies of the LPA or this Agreement to any persons other than its legal, tax and financial advisers.
- 6.2 The Subscriber agrees that it will keep confidential and will not disclose to third parties (other than its legal, tax or financial advisers under similar conditions of confidentiality) any and all information regarding the Fund, including with respect to the performance of the Fund. The Fund acknowledges that the confidentiality obligations under this Clause shall not apply to any disclosure of information to the extent such disclosure is required by any applicable law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental, regulatory or taxation authority. The Subscriber will notify the Fund of any such disclosure requirement as soon as reasonably practicable (including the basis upon which it believed the information was required to be disclosed) unless such notice is otherwise prohibited by applicable law or the relevant central bank or any governmental, regulatory or taxation authority.
- 6.3 The Subscriber agrees to the recording by the Fund and/or any of its delegates or agents of telephone conversations with the Subscriber and agrees that any such recordings may be submitted in evidence in any proceedings relating to this application or relating to the Fund.

7 INFORMATION PROVIDED IN THIS SUBSCRIPTION AGREEMENT

- 7.1 The Subscriber represents and warrants that the information given pursuant to the Subscriber Registration Information (which forms part of this Agreement) and/or in this Agreement is true, accurate and complete in all respects and may be relied upon by the Fund and/or any of its delegates and agents.
- 7.2 The Subscriber agrees to notify the Fund promptly of any change with respect to any information given pursuant to the Subscriber Registration Information (which forms part of this Agreement) and/or in this Agreement or if any of the warranties, representations or statements in this Agreement are no longer accurate and complete in all respects.
- 7.3 The Subscriber agrees that it will, if requested to do so, provide such certifications, documents or other evidence as the Fund and/or any of its delegates or agents may reasonably require in connection with the Subscriber's holding of Interests, including to substantiate the warranties, representations or statements contained in this Agreement.
- 7.4 The Subscriber agrees that if it provides information or documentation to the Fund that is in anyway misleading, or fails to provide the Fund, its delegates or agents with any requested information or documentation or otherwise takes any action which directly or indirectly causes the Fund to suffer any liability, cost, expense, tax, withholding or deduction, the Fund may hold back from any withdrawal proceeds or distributions and retain, an amount sufficient to discharge any such liability, cost, expense, tax, withholding or deduction.

8 WITHDRAWAL OF INVESTMENT

- 8.1 The Subscriber acknowledges that, except upon the dissolution and liquidation of the Partnership, its investment in the Fund cannot be withdrawn and the Subscriber shall have no right to withdraw or demand repayment of any of its Contributed Capital.
- 8.2 The Subscriber agrees to waive any and all rights they may have to demand the dissolution of the Partnership under section 32 of the Partnership Act or otherwise.

9 ANTI-MONEY LAUNDERING

9.1 The Subscriber acknowledges that, in order to comply with measures aimed at the prevention of money laundering and terrorism, the Fund and/or any of its delegates or agents did require verification of the identity of the Subscriber and the source of the Subscriber's subscription monies before this application can be processed. The Subscriber confirms that it has provided:

- (a) such information and documentation as the Fund and/or any of its delegates or agents may request to verify its identity in compliance with applicable anti-money laundering laws and regulations; and
- (b) any further information and documentation as the Fund and/or any of its delegates or agents may request from time to time to ensure on-going compliance with applicable laws and regulations.

9.2 The Subscriber represents and warrants that it is not, nor is any person or entity controlling, controlled by or under common control with the Subscriber, acting, directly or indirectly:

- (a) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions;
- (b) on behalf of terrorist or terrorist organisations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Assets Control (**OFAC**) or on any lists or resolutions issued by the United Nations (whether through the Security Council or otherwise) pursuant to which dealings with persons specified therein are prohibited, restricted or discouraged, as such lists may be amended from time to time;
- (c) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure unless the Fund's general partner, after being specifically notified by the Subscriber in writing that it is such a person, conducts further due diligence and determines that the Subscriber shall be permitted to invest in the Fund; or
- (d) as trustee, agent, representative or nominee for a foreign shell bank,

(each such person in (a) to (d), a **Prohibited Person**).

9.3 The Subscriber represents and warrants that to the extent the Subscriber has any beneficial owners it has carried out due diligence to establish the identities of such beneficial owners and,

based on the evidence it holds of the identities of such beneficial owners, the Subscriber reasonably believes that no such beneficial owner is a Prohibited Person.

- 9.4 The Subscriber agrees that to the extent the Subscriber has any beneficial owners:
- (a) it will maintain evidence of the identities of such beneficial owners for at least five years from the date of the Subscriber's complete withdrawal from the Fund; and
 - (b) it will make available such evidence and any additional evidence that the Fund may require upon request in accordance with applicable regulations.
- 9.5 The Subscriber acknowledges that if any of the representations, warranties or agreements in this Clause 9 cease to be true or if the Fund no longer reasonably believes that it has satisfactory evidence as to their truth, the Fund may be obligated to take certain actions relating to the Subscriber's holding of Interests. Such action may include disclosing the Subscriber's identity to OFAC or other authority. The Subscriber acknowledges and agrees that if the Fund is required to take any such action, it shall have no claim against the Fund for any form of damages as a result of any of such actions.
- 9.6 The Subscriber acknowledges that pursuant to the Proceeds of Crime Act, 1997 of Bermuda, if a person who is a resident in Bermuda knows or suspects that a payment to the Fund (by way of subscription or otherwise) represents proceeds of criminal conduct, that person must report his knowledge or suspicion to the reporting authority. The Subscriber acknowledges that any such report shall not be treated as a breach of any restriction upon the disclosure of information imposed by law or otherwise.
- 9.7 Where this application is made as trustee, custodian, nominee or otherwise on behalf of another person or persons (each such person an *underlying investor*), the Subscriber:
- (a) represents and warrants that:
 - (i) it has carried out reasonable verification checks on, and obtained sufficient evidence as to the identity of, each underlying investor on whose behalf the Subscriber will be holding the Interests so as to satisfy itself of the identity of the underlying investor or the ultimate beneficial owners of the underlying investor, as applicable, and of the provenance and legitimacy of the source of funds used to subscribe for the Interests; and
 - (ii) it has otherwise complied with the laws and regulations relating to anti-money laundering procedures that are applicable in the jurisdiction where such Interests are offered or distributed.
 - (b) agrees to disclose to the Fund and/or any of its delegates or agents and/or any competent regulatory authority, all relevant documentation and information held by it in relation to the underlying investor and, if required, agrees to obtain the consent of the underlying investor to such disclosure.

10 INSTRUCTIONS TO THE FUND

- 10.1 Any notice to be given by the Subscriber to the Fund whether pursuant to this Agreement or otherwise should be delivered to:

Ownerclub Holdings, L.P.
Ownerclub Financial, L.P.
Continental Building
25 Church Street
Hamilton HM12
Bermuda
Email: []
Attention: []

- 10.2 The Subscriber authorises and instructs the Fund and its delegates and agents to accept and execute any instructions in respect of the Interests to which this application relates given by the Subscriber in writing or by facsimile or email. If instructions are given by facsimile or email the Subscriber undertakes to send the original written instructions to the Fund and agrees to keep the Fund and its delegates and agents indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon facsimile or email instructions.
- 10.3 The Subscriber acknowledges that the Fund and its delegates and agents may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine and to be signed by properly authorised persons.

11 COMMUNICATIONS FROM THE FUND

- 11.1 The Fund may be required, from time to time, to deliver certain correspondence and documents to Limited Partners including statements notices, financial statements, reports and regulatory communications (collectively, **Investor Communications**). Unless otherwise requested by a Subscriber, the Fund will deliver Investor Communications by email. The Subscriber may at any time upon written notice to the Fund change the manner in which Investor Communications are delivered to the Subscriber.
- 11.2 Where Investor Communications are delivered by email, the Subscriber acknowledges and agrees that:
- (a) the Fund may deliver any document as an attachment (which may be in Adobe's Portable Document Format (**PDF**) or such other format as the Fund may determine) to an email or by posting the document on a password protected website and notifying the Subscriber of its availability through an email;
 - (b) email messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient;
 - (c) neither the Fund nor any of its delegates or agents will be liable for any interception or non-delivery of Investor Communications sent by email;

- (d) it will be solely responsible for notifying the Fund of any change in its email address and that the Fund may not seek to verify or confirm the Subscriber's email address as provided; and
- (e) the Fund may intercept, monitor and retain e-mail messages to and from its systems as permitted by applicable law.

12 DATA PROTECTION

12.1 The Subscriber acknowledges and agrees that information supplied on this Agreement and otherwise in connection with the Subscriber's application for Interests (collectively **Personal Information**) may be held by the Fund and/or its delegates and agents and may be used for the purpose of:

- (a) processing the Subscriber's subscription for Interests and completion of information on the register of Limited Partners;
- (b) carrying out the Subscriber's instructions or responding to any enquiry purporting to be given by the Subscriber or on behalf of the Subscriber;
- (c) dealing in any other matters relating to the Subscriber's holding of Interests (including the mailing of reports or notices); or
- (d) observing any legal, governmental or regulatory requirements of any relevant jurisdiction (including any disclosure or notification requirements to which any recipient of the data is subject).

12.2 The Subscriber acknowledges and agrees that, subject to the requirements of applicable law, the Fund and/or its delegates and agents may:

- (a) retain Personal Information after the Subscriber has withdrawn or transferred all of its Interests and after the termination of the Fund;
- (b) maintain Personal Information on computer systems based or maintained in such places as the Fund and/or its delegate or agent determines, which may be in countries that have not enacted data protection legislation;
- (c) disclose and transfer Personal Information, by any method including electronically and/or by making available the original or a copy of this Agreement, to:
 - (i) the Fund and/or any delegate or agent of the Fund and/or the professional advisers of any of them and/or any of their employees, officers, directors, agents and/or affiliates; or
 - (ii) any third party employed to provide administrative, computer or other services or facilities to any person to whom data is disclosed or transferred as aforesaid; or
- (d) disclose Personal Information where such disclosure is required by any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or governmental or other regulatory or taxation authority.

14 COMPLIANCE WITH AUTOMATIC EXCHANGE OF INFORMATION LEGISLATION

14.1 For the purposes of the following provisions, **AEOI Legislation** means any legislation, regulations or guidance in force in Bermuda relating to the systematic and periodic exchange of information for tax purposes pursuant to any agreement or treaty entered into by Bermuda (or any Bermuda government body) including the intergovernmental agreement entered into with the United States to facilitate compliance with sections 1471 to 1474 of the US Internal Revenue Code of 1986 (commonly referred to as **FATCA**).

14.2 The Subscriber acknowledges and agrees that:

- (a) the Fund is required to comply with the provisions of the AEOI Legislation;
- (b) it will provide, in a timely manner, such information regarding the Subscriber and its beneficial owners and such forms or documentation as may be requested from time to time by the Fund, its delegates or agents, to enable the Fund to comply with the requirements and obligations imposed on it pursuant to the AEOI Legislation, specifically, but not limited to, forms and documentation which the Fund may require to determine whether or not the relevant investment is a “US Reportable Account” for the purposes of FATCA and to comply with the relevant due diligence procedures in making such determination;
- (c) any such forms or documentation requested by the Fund, its delegates or agents pursuant to paragraph (b) above, or any financial or account information with respect to the Subscriber’s investment in the Fund, may be disclosed to the Bermuda International Tax Authority (or any other Bermuda governmental body which collects information in accordance with the AEOI Legislation) and to any person or regulatory authority where the provision of that information to such person or regulatory authority is required to ensure compliance by the Fund with its obligations under the AEOI Legislation or to avoid being subject to withholding tax or other liabilities under the AEOI Legislation;
- (d) it waives, and/or shall cooperate with the Fund to obtain a waiver of, the provisions of any applicable laws which:
 - (i) prohibit the disclosure by the Fund, or by any of its delegates or agents, of the information or documentation requested from the Subscriber pursuant to paragraph (b) above; or
 - (ii) prohibit the reporting of financial or account information by the Fund, its delegates or agents required pursuant to the AEOI Legislation; or
 - (iii) otherwise prevent compliance by the Fund with its obligations under the AEOI Legislation;
- (e) if it provides information and documentation that is in anyway misleading, or it fails to provide the Fund, its delegates or agents with the requested information and documentation necessary in either case to satisfy the Fund’s obligations under the AEOI Legislation, the Fund may (whether or not such action or inaction leads to compliance failures by the Fund, or a risk of the Fund or its Limited Partners being subject to withholding tax or other liabilities under the AEOI Legislation):

- (i) take any action and/or pursue all remedies at its disposal including, without limitation, the compulsory withdrawal of all or any of the Interests issued to the Subscriber; and
 - (ii) hold back from any withdrawal proceeds or distributions and retain, an amount sufficient to discharge any liabilities, costs, expenses, taxes, withholdings or deductions incurred or suffered by the Fund, or that in the opinion of the Fund's general partner will be incurred or suffered by the Fund, due to the representations, actions or inactions (directly or indirectly) by the Subscriber; and
- (f) it shall have no claim against the Fund, its delegates or agents, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Fund pursuant to this Clause 14 in order to comply with the AEOI Legislation.

14.3 Without prejudice to the generality of the foregoing, should the Fund be required to comply with legislation, regulations or guidance relating to the systematic and periodic exchange of information for tax purposes in force in any other jurisdiction, then the Subscriber shall provide, in a timely manner, such information regarding the Subscriber and its beneficial owners and such forms or documentation as may be requested from time to time by the Fund, its delegates or agents, to enable the Fund to comply with the requirements and obligations imposed on it pursuant to the AEOI Legislation in such jurisdiction.

14.4 The Subscriber agrees to indemnify and keep indemnified the Fund, the Fund's general partner and their directors, officers, employees and consultants, from and against any AEOI Legislation related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which the Fund may incur under the provisions of the AEOI Legislation as a result of any action or inaction (directly or indirectly) of the Subscriber. This indemnification shall survive the Subscriber's death or disposition of its Interests.

15 POWER AND AUTHORITY

15.1 *If the Subscriber is an entity:* The person executing this Agreement for the Subscriber represents and warrants that he or she is duly authorised to do so and the Subscriber has the full power and authority under its governing instruments to acquire the Interests. The Subscriber represents and warrants that:

- (a) it is duly organised, validly existing and in good standing under the laws of its jurisdiction of organisation;
- (b) the execution and delivery of this Agreement and performance by it of its terms (i) are within its powers and have been duly authorised by all necessary actions on its behalf, (ii) require no action by or in respect of, or filing with, any governmental body, agency or official (except as disclosed in writing to the Fund), and (iii) do not contravene, or constitute a breach of or default under any provision of applicable law or governmental rule, regulation or policy statement or of its certificate of incorporation or other comparable organisational documents or any agreement, judgment, injunction, order, decree or other instrument binding upon it; and
- (c) this Agreement constitutes a valid and binding agreement of the Subscriber and is enforceable against the Subscriber in accordance with its terms.

- 15.2 *If the Subscriber is acting as trustee, agent, representative or nominee for another person or entity (a **Beneficial Owner**):* The Subscriber understands and acknowledges that the representations, warranties and agreements made in this Agreement are made by the Subscriber (a) with respect to the Subscriber, and (b) with respect to the Beneficial Owner. The Subscriber represents and warrants that it has all requisite power and authority from the Beneficial Owner to execute and perform the obligations under this Agreement.
- 15.3 *If the Subscriber is an individual:* The Subscriber represents and warrants that (a) this Agreement constitutes a valid and binding agreement of the Subscriber and is enforceable against the Subscriber in accordance with its terms, and (b) the Subscriber has legal competence and capacity to execute this Agreement.

16 INDEMNITY

- 16.1 The Subscriber agrees to indemnify and keep indemnified the Fund, the Fund's general partner and their directors, officers, employees and consultants, from and against any and all costs, claims, demands, liabilities, expenses, damages or losses including, without limitation, consequential losses and loss of profit and all interest, penalties and legal and other professional costs and expenses due to, or arising out of, breach of any of the representations, warranties, acknowledgements, undertakings or agreements by the Subscriber contained in this Agreement.

17 GENERAL

- 17.1 In this Agreement:

- (a) the singular includes the plural and vice versa;
- (b) words importing any gender include the other gender;
- (c) any reference to a law of Bermuda is a reference to the most recent revision of such law and includes any modification or re-enactment thereof for the time being in force;
- (d) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense and meaning of the words preceding those terms;
- (e) a person includes all legal persons and natural persons and a legal person includes all forms of corporate entity and any other person having capacity to act in its own name created by or in accordance with the laws or regulations of any jurisdiction;
- (f) headings are included for convenience only and shall not affect the construction of this Agreement;
- (g) any reference to a Clause or a Schedule is, unless the context otherwise requires, a reference to a clause of, or a schedule to, this Agreement; and
- (h) words and expressions not defined in this Agreement shall have the meanings given to them in the Term Sheet or the Articles, as applicable.

- 17.2 The Schedules to this Agreement and the Subscriber Registration Information form part of it.
- 17.3 If the Subscriber comprises more than one person, all representations, warranties, acknowledgements, undertakings and agreements by the Subscriber bind those persons jointly and each of them individually.
- 17.4 This Agreement is binding on the Subscriber and its successors and permitted assigns and takes effect for the benefit of the successors and assigns of the Fund.
- 17.5 This Agreement and each representation, warranty, acknowledgement, undertaking and agreement contained in this Agreement, shall survive the execution and delivery of this Agreement and the issue of Interests to the Subscriber and shall continue in effect for so long as the Subscriber holds an Interest.
- 17.6 If any provision in this Agreement is determined to be illegal, void, invalid or unenforceable under the laws of any jurisdiction such illegal, void or unenforceable provision shall be deemed to be severable from any other provision of this Agreement and shall be treated as having been severed from this Agreement in the relevant jurisdiction but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.
- 17.7 Realexstate Capital Ltd. Is in charge on all of the payments done through the web-site such as card processing, wire transfer and etc.

18 GOVERNING LAW AND JURISDICTION

- 18.1 This Agreement shall be governed by, and shall be construed in accordance with, the laws of Bermuda. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Bermuda in respect of any claim or matter arising under or in connection with this Agreement.

SCHEDULE 1

Part 1: Subscriber Registration Information

[HARNEYS NOTE: EXTRACT FROM SUBSCRIBER REGISTRATION INFORMATION TO BE INCLUDED]

Part 2: Application for Interests

[HARNEYS NOTE: ALLOCATION OF INVESTMENT MONIES TO BE MADE ONLINE]

Interests being subscribed for:

- | | |
|--|--|
| <input type="checkbox"/> Class A 2018 Partners' Interest | <input type="checkbox"/> Class K 2018 Partners' Interest |
| <input type="checkbox"/> Class B 2018 Partners' Interest | <input type="checkbox"/> Class L 2018 Partners' Interest |
| <input type="checkbox"/> Class C 2018 Partners' Interest | <input type="checkbox"/> Class M 2018 Partners' Interest |
| <input type="checkbox"/> Class D 2018 Partners' Interest | <input type="checkbox"/> Class N 2018 Partners' Interest |
| <input type="checkbox"/> Class E 2018 Partners' Interest | <input type="checkbox"/> Class O 2018 Partners' Interest |
| <input type="checkbox"/> Class F 2018 Partners' Interest | <input type="checkbox"/> Class P 2018 Partners' Interest |
| <input type="checkbox"/> Class G 2018 Partners' Interest | <input type="checkbox"/> Class Q 2018 Partners' Interest |
| <input type="checkbox"/> Class H 2018 Partners' Interest | <input type="checkbox"/> Class R 2018 Partners' Interest |
| <input type="checkbox"/> Class I 2018 Partners' Interest | <input type="checkbox"/> Class S 2018 Partners' Interest |
| <input type="checkbox"/> Class J 2018 Partners' Interest | <input type="checkbox"/> Class T 2018 Partners' Interest |

Capital Commitment amount:

The minimum initial investment in the Fund is US\$[].

Proportion of Capital Commitment amount allocated to each Partnership:

.....
Ownerclub Holdings, L.P.: _____ %
Ownerclub Financial, L.P.: _____ %

SCHEDULE 2

LPA Signature Page (as such term is defined in the LPA)

Part 1: Ownerclub Holdings, L.P.

IN WITNESS WHEREOF, the undersigned have executed this Limited Partnership Agreement as of the date first above written.

SIGNED by)
for and on behalf of the General)
Partner in the presence of:)

GENERAL PARTNER
OWNERCLUB GP LTD

Witness

SIGNED by)
for and on behalf of the Limited)
Partner in the presence of:)

LIMITED PARTNER
[]

Witness

This Articles Signature Page constitutes a counterpart signature page to the Limited Partnership Agreement relating to Ownerclub Holdings, L.P. and constitutes an amendment to the Limited Partnership Agreement relating to Ownerclub Holdings, L.P.

SCHEDULE 2 CONT.

LPA Signature Page (as such term is defined in the LPA)

Part 2: Ownerclub Financial, L.P.

IN WITNESS WHEREOF, the undersigned have executed this Limited Partnership Agreement as of the date first above written.

SIGNED by)
for and on behalf of the General)
Partner in the presence of:)

GENERAL PARTNER
OWNERCLUB GP LTD

Witness

SIGNED by)
for and on behalf of the Limited)
Partner in the presence of:)

LIMITED PARTNER
[]

Witness

This Articles Signature Page constitutes a counterpart signature page to the Limited Partnership Agreement relating to Ownerclub Financial, L.P. and constitutes an amendment to the Limited Partnership Agreement relating to Ownerclub Financial, L.P.

APPENDIX 1

**KEY INFORMATION ON OFFERING OF LIMITED PARTNERSHIP INTERESTS IN OWNERCLUB HOLDINGS
L.P. AND OWNERCLUB FINANCIAL L.P.**

EXECUTION

Signed by the Subscriber and, in the case of joint Subscribers, by all joint Subscribers

..... Signature Date
..... Name Capacity
..... Signature Date
..... Name Capacity
..... Signature Date
..... Name Capacity
..... Signature Date
..... Name Capacity

Notes:

- *If the application for Interests in being made by joint subscribers, this Agreement must be signed by each joint subscriber.*
- *If the application for Interests is being made by a corporation, this Agreement must be signed by an individual authorised to sign it on behalf of the corporation and that individual must state his/her capacity.*
- *If the application for Interests is being made by a limited partnership, this Agreement must be signed by an individual authorised to sign it on behalf of the general partner of the limited partnership.*

**** This document is being executed electronically by the Investor on the Website**