

THIS PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT (THE “AGREEMENT”) RELATES TO AN OFFERING OF COMMON STOCK RELYING UPON ONE OR MORE EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE FEDERAL SECURITIES LAWS PURSUANT TO SECTION 4(2) AND/OR RULE 506(c) OF REGULATION D (“REGULATION D”) AS PROMULGATED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). NONE OF THE SHARES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES HAVE BEEN REGISTERED UNDER THE SECURITIES ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED NONE MAY BE OFFERED OR SOLD, EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

THIS INVESTMENT INVOLVES A DEGREE OF RISK THAT MAY NOT BE SUITABLE FOR ALL PERSONS. ONLY THOSE INVESTORS WHO CAN BEAR THE LOSS OF THEIR ENTIRE INVESTMENT SHOULD PARTICIPATE IN THE INVESTMENT.

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

(For Only Accredited Investors)

Benbid.com Inc.
133-55 Roosevelt AVE., 2nd floor
Flushing, NY 11354

Ladies & Gentlemen,

Benbid.com Inc. (the “Company”) is offering on an exempt private placement basis up to an aggregate of 2,000,000 shares of its common stock (each a “Share” or collectively, “Shares”) via this subscription agreement (the “Agreement”). The subscription price is US \$5.00 per share (the “Purchase Price”). In pursuant to Rule 506(c) of Regulation D., we may offer this investment by any means of “general solicitation” so long as all of our investors in this offering adequately document and verify for us that they are accredited investors (the “Accredited Investors”). The Shares are being directly offered here by the Company, and may also be offered through outside placement agents. The proceeds from the sale will be used for building company infrastructure, hire good people, and grow the business.

The Shares will be offered through December 31, 2017, subject to the right of the Company to extend or shorten the Offering Period.

1. Company, Business & Current Intention

- 1.1 Benbid.com Inc., a Stock Corporation formed in the State of Delaware. Attached hereto Certificate of Incorporation, Certificate of Good Standing, and New York Filing Receipt as Exhibit B.
- 1.2 Benbid.com Inc. as it is right now is a Social Network Platform on which users connect, post, share information. The Company's other intention is to add an ecommerce capacity onto the platform in the future. Subscriber understands and acknowledges that the precise nature of the Company's operations, use of proceeds, capital needs, and other factors inherent in the Company's business can be expected to change from time to time.

2. Stock Ownership & Offering

- 2.1 The Company as of right now has only one class of stock – Common Stock.
- 2.2 The amount of total stock of this corporation (Benbid.com Inc.) is authorized to issue is 20,000,000 shares.
- 2.3 2,000,000 shares are being offered at US \$5.00 per share to raise up to US \$10,000,000.
- 2.4 4,000,000 shares remain as treasury stock owned by the Company.
- 2.5 14,000,000 shares owned by Bang Giang - Founder & CEO.

3. Subscription

- 3.1 Based upon the terms of this Agreement, the Subscriber hereby irrevocably subscribes for and agrees to purchase the number of Shares set forth on the signature page of this Agreement from the Company at a subscription price of US\$5.00 per Share, for aggregate consideration also set forth on the signature page of this Agreement (the "Subscription Proceeds"), subject to a minimum subscription of 2,000 Shares (US\$10,000) unless the Company in its sole discretion agrees to accept a subscription for a lesser number of Shares.
- 3.2 The Subscription Proceeds must accompany this Agreement and shall be paid by wire transfer of immediately available funds in U.S. dollars (or in the form of a personal or cashier's check) in accordance with the wire and delivery instructions attached hereto as Exhibit A.
- 3.3 Documents Required from Subscriber.
(a) The Subscriber must complete, sign and return to the Company one (1) executed copy of this Agreement and the Accredited Investor Representation Letter for Rule 506(c) Offering attached hereto as Schedule C; and

(b) The Subscriber shall complete, sign and return to the Company as soon as possible, on request by the Company, any documents, questionnaires, notices and undertakings as may be required by regulatory authorities, the OTC Bulletin Board, stock exchanges and applicable law.

- 3.4 Upon consummation of the purchase, the Company shall deliver to the Subscriber one or more stock certificates bearing the restrictive legends described below in 4.1(o), evidencing the number of Shares the Subscriber is purchasing as is set forth on Subscriber's signature page to this Agreement within three (5) business days after the closing date.

4. Representations, Warranties and Covenants.

- 4.1 The Subscriber hereby represents and warrants to, and covenants with, the Company (which representation, warranties and covenants shall survive the closing of this Agreement) and acknowledges that the Company is relying thereon that:

(a) The undersigned is resident, or if not an individual, has a headquarters office, in the jurisdiction set out under the heading "Address of subscriber" above the signature set forth on the execution page of this Agreement, which address is the undersigned's principal residence or place of business, and such address was not obtained or used solely for the purpose of acquiring the Shares.

(b) The Company has not undertaken, and will have no obligation, to register any of the Shares under the Securities Act or any other securities legislation.

(c) The Subscriber has received and carefully read this Agreement. The Subscriber has relied only on the contents of this Private Placement Subscription Agreement. In making its investment decision, the Subscriber has received no written or oral representations or information that is inconsistent with, or outside of, this Agreement, and has relied solely on the content of this Agreement in making such investment decision.

(d) The Subscriber is representing and warranting that the Subscriber is an "Accredited Investor", as the term is defined in Rule 501(a) of the Securities Act.

(e) The Subscriber has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporation, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Subscription Agreement on behalf of the Subscriber.

(f) The undersigned has such knowledge and experience in financial, investment and business matters to be capable of evaluating the merits and risks of the prospective investment in the Shares of the Company. The undersigned has consulted with such independent legal counsel or other advisers as the undersigned has deemed appropriate to assist the undersigned in evaluating the proposed investment in the Shares. By accepting these documents, the undersigned agrees that the information contained herein, and in all related and ancillary documents, shall be kept

confidential (except as may be properly disclosed to the Subscriber's counsel, accountants, and investment representatives, if any, to which disclosure is made in connection with an evaluation of whether to invest in the Shares) and will not be reproduced, made available or accessible, or used for any other purpose other than in connection with considering the purchase of the Shares or as required by law or order of a court of competent jurisdiction. The Subscriber agrees that it and its representatives shall not use, and will not permit the use of, all the information herein in a manner or for a purpose detrimental to the Company.

- (g) The Subscriber (1) has adequate means of providing for its current financial needs and possible personal contingencies and does not have a need for liquidity of this investment in the Shares; (2) can afford (a) to hold the Shares for an indefinite period of time; and (b) to sustain a complete loss of the entire amount of the Subscription Proceeds for the Shares.
- (h) The Subscriber acknowledges that none of the Shares are currently registered under the Securities Act and, the Company has not undertaken to register any of such Shares under U.S. Federal or State law, and, unless so registered, may only be offered or sold pursuant to an effective registration statement under the Securities Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in each case in accordance with applicable state securities laws.
- (i) The undersigned further understands that it is purchasing all such Shares without being furnished a prospectus setting forth all of the information that may be required to be furnished under applicable securities laws in a registered public offering and, as a consequence, certain protections, rights and remedies provided in applicable securities legislation, including statutory rights of rescission or damages, may not be available to it.
- (j) The undersigned further acknowledges that no agency, governmental authority, securities commission or similar regulatory body, stock exchange or other entity has reviewed, passed on or made any finding or determination as to the merit for investment of the Shares nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to the Shares.
- (k) The Subscriber understands that the Shares are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and the Subscriber's compliance with, the representations and warranties set forth herein in order to determine the availability of such exemptions and the eligibility of the Subscriber to acquire the Shares.
- (l) This Agreement has been duly executed and delivered and, when accepted by the Company, will constitute a legal, valid and binding obligation of the undersigned enforceable against it in accordance with the terms hereof, except as enforceability may be limited by insolvency and similar laws affecting the enforcement of creditors' rights generally and the effect of rules of law governing equitable remedies.

(m) The social security number or Tax Identification Number of the Subscriber set forth herein is true, accurate and complete. The Subscriber understands and agrees that there may be material tax consequences to it of an acquisition, holding or disposition of the Shares. The Company gives no opinion and makes no representation with respect to the tax consequences under U.S, state, local or foreign tax law of the acquisition, holding or disposition of the Shares and the Subscriber acknowledges that it is solely responsible for determining the tax consequences of its investment.

(n) If required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the undersigned will execute, deliver, file and otherwise assist the Company in filing such reports, undertakings and other documents with respect to the issuance of the Shares.

(o) The undersigned hereby agrees that the Company will insert the following legends on the back of the Shares in compliance with applicable securities laws:

“THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SHARES HAVE BEEN ACQUIRED SOLELY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD RESALE AND MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SHARES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR APPLICABLE STATE SECURITIES LAWS.”

(P) The undersigned certifies that each of the foregoing representations and warranties set forth in this Section 4.1 are true as of the date hereof and shall survive such date.

4.2 The Company hereby represents and warrants and covenants to the Subscriber that:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all necessary corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted and presently proposed to be conducted. The Company is head quartered in the State of New York, Queens County.

(b) The Company has all necessary corporate power and authority to execute and deliver this Agreement, to issue the Shares and to carry out the provisions of this Agreement. All corporate action on the part of the Company required for the lawful execution and delivery of this Agreement, issuance and delivery of the Shares and the performance by the Company of its obligations hereunder has been taken. Upon execution and delivery, this Agreement constitutes valid and binding obligations of the Company enforceable in accordance with their respective terms, except as enforcement may be limited by insolvency and similar laws affecting the enforcement of creditors' rights generally and the effect of rules of law governing equitable remedies. The Shares, when issued in compliance with the provisions of this Agreement will be

duly authorized and validly issued, fully paid, non-assessable, subject to no lien, claim or encumbrance and issued in compliance with federal securities laws and applicable state securities laws.

(c) Since the respective dates as of which information is given in the Agreement, except as otherwise stated therein: (i) there has been no material adverse change in the financial condition, or in the results of operations, affairs or prospects of the Company, whether or not arising in the ordinary course of business, and (ii) there have been no transactions entered into by the Company, other than those in the ordinary course of business, which are material to the Company.

(d) The Company hereby covenants to use the monies raised towards (i) building company infrastructure, (ii) hire good people, (iii) and grow the business.

(e) The Company certifies that each of the foregoing representations and warranties set forth in this Section 4.2 are true as of the date hereof and shall survive such date.

5. **Indemnification.** The parties hereto understand that the Shares are being offered in reliance upon representation, warranties and covenants of each of the parties hereto, the exemptions under applicable securities laws; that the availability of such exemptions are, in part, dependent upon the truthfulness and accuracy of the representations made by the undersigned herein; that the Company will rely on such representations in accepting any subscriptions for the Shares, and that the Company may take such steps as it considers reasonable to verify the accuracy and truthfulness of such representations in advance of accepting or rejecting the undersigned's subscription. The undersigned agrees to indemnify and hold harmless the Company against any damage, loss, expense or cost, including reasonable attorneys' fees, sustained as a result of any misstatement or omission on the undersigned's part in this Agreement.
6. **No Waiver.** Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by the undersigned, the undersigned does not thereby, or in any manner, waive any rights granted to it under applicable securities laws.
7. **Revocation.** The undersigned agrees that he, she or it shall not cancel, terminate or revoke this Agreement or any agreement of the undersigned made hereunder, and this Agreement shall survive the death or disability of the undersigned.
8. **Termination of Agreement.** If the Company elects to cancel this Agreement, provided that it returns to the undersigned, without interest and without deduction, all sums paid by the undersigned, this Agreement shall be null and void and of no further force and effect, and no party shall have any rights against any other party hereunder.
9. **Miscellaneous.**
 - 9.1 This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.
 - 9.2 This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule

(whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The parties further: (a) agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in any Federal or State court of competent jurisdiction within the State of New York, (b) waive any objection that they may have now or hereafter to the venue of any such suit, action or proceeding, and (c) irrevocably consent to the in personam jurisdiction of any Federal or State court of competent jurisdiction within the State of New York in any such suit, action or proceeding. The parties each further agree to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in a Federal or State court of competent jurisdiction within the State of New York, and that service of process upon the parties mailed by certified mail to their respective addresses shall be deemed in every respect effective service of process upon the parties, in any action or proceeding.

- 10. Collection of Personal Information.** The undersigned (on its own behalf and, if applicable, on behalf of any person for whose benefit the undersigned is subscribing) acknowledges and consents to the fact the Company is collecting the undersigned's (and any beneficial purchaser's) personal information for the purpose of completing the undersigned's subscription. The undersigned (on its own behalf and, if applicable, on behalf of any person for whose benefit the undersigned is subscribing) acknowledges and consents to the Company retaining the personal information for as long as permitted or required by applicable law or business practices. The undersigned (on its own behalf and, if applicable, on behalf of any person for whose benefit the undersigned is subscribing) further acknowledges and consents to the fact the Company may be required by applicable securities laws and stock exchange rules to provide regulatory authorities any personal information provided by the undersigned (and any beneficial purchaser). By executing this Agreement, the undersigned is deemed to be consenting to the foregoing collection, use and disclosure of the undersigned's (and any beneficial purchaser's) personal information. The undersigned also consents to the filing of copies or originals of any of the undersigned's documents described herein as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. The undersigned represents and warrants that it has the authority to provide the consents and acknowledgments set out in this paragraph on behalf of all beneficial purchasers.
- 11. Certification.** The undersigned has read this entire Agreement and certifies that every statement on the part of the undersigned is true and complete.

Benbid.com Inc. Private Placement Subscription Agreement – A

IN WITNESS WHEREOF, subject to acceptance by the Company, the undersigned has executed this Agreement on the date their signature has been subscribed and sworn to below.

DATED as of this __ day of _____, 2016.

Number of Shares

Purchased at US \$5.00 each: _____

Total Subscription Proceeds: US\$ _____

Name (full legal name of
Subscriber):

(print name of subscriber)

Address of Subscriber:

(full address)

(telephone number)

(fax number)

(email address)

By:

(signature)

(if corporation, print name of authorized signatory)

(official capacity)

(social security number of federal tax id number)

ACCEPTED as of the _____ day of _____, 2016.

Benbid.com Inc.

By: _____ Shares Issued: _____

Name: Bang Giang

Title: Chief Executive Officer

EXHIBIT A

INSTRUCTIONS FOR WIRING OR DELIVERING FUNDS

Bank of Beneficiary: Chase

Bank Address: 39-01 Main Street. Flushing, New York 11354

ABA Number: 021000021

Swift code: Chasus33 (for international transfer)

Name of Beneficiary: Benbid.com Inc.

Account Number of Beneficiary: 778866215

----- **OR** -----

Checks Payable: Benbid.com Inc.

133-55 Roosevelt AVE., 2nd Floor. Flushing, New York 11354

EXHIBIT B-1
Certificate of Incorporation

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:20 PM 03/10/2015
FILED 03:11 PM 03/10/2015
SRV 150337199 - 5707101 FILE

STATE of DELAWARE
CERTIFICATE of INCORPORATION
A STOCK CORPORATION

- **First:** The name of this Corporation is BenBid.com Inc.
- **Second:** Its registered office in the State of Delaware is to be located at 3500 South Dupont Highway Street, in the City of Dover County of Kent Zip Code 19901. The registered agent in charge thereof is Incorporating Services, Ltd.

Third: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

- **Fourth:** The amount of the total stock of this corporation is authorized to issue is 20000000 shares (number of authorized shares) with a par value of 0.0010000000 per share.
- **Fifth:** The name and mailing address of the incorporator are as follows:
Name Incorporating Services, Ltd.
Mailing Address 3500 South DuPont Highway
Dover, DE Zip Code 19901
- **I, The Undersigned,** for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 10th day of March, A.D. 20 15.

Incorporating Services, Ltd.
BY: [Signature]
(Incorporator)

NAME: Justin Woods, Assistant Secretary
(type or print)

EXHIBIT B-2
Certificate of Good Standing

Delaware PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BENBID.COM INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SECOND DAY OF APRIL, A.D. 2015.

5707101 8300

150549055

You may verify this certificate online
at corp.delaware.gov/authver.shtml



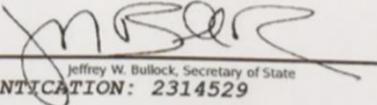

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2314529
DATE: 04-22-15

EXHIBIT B-3

New York State Filing Receipt as a Foreign Corporation

N. Y. S. DEPARTMENT OF STATE
 DIVISION OF CORPORATIONS AND STATE RECORDS
 ALBANY, NY 12231-0001

FILING RECEIPT

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ENTITY NAME: BENBID.COM INC.

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOREIGN BUS) COUNTY: QUEE

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FILED:04/28/2015 DURATION:PERPETUAL CASH#:150428000254 FILM #:150428000250
 DOS ID:4749375

FILER: _____ EXIST DATE

 LEO L. CHAN, CPA, P.C. 04/28/2015
 254 CANAL STREET, STE. 5002
 NEW YORK, NY 10013

ADDRESS FOR PROCESS:

 BANG GIANG
 133-55 ROOSEVELT AVE., 2/FL
 FLUSHING, NY 11354

REGISTERED AGENT:



The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

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SERVICE COMPANY: INTERSTATE FILING CORPORATION SERVICE CODE: F0

| | |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| FEES 250.00 ----- FILING 225.00 TAX 0.00 CERT 0.00 COPIES 0.00 HANDLING 25.00 | PAYMENTS 250.00 ----- CASH 0.00 CHECK 0.00 CHARGE 0.00 DRAWDOWN 250.00 OPAL 0.00 REFUND 0.00 |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|

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BENB DOS-1025 (04/2007)

SCHEDULE C

ACCREDITED INVESTOR REPRESENTATION LETTER

Dear Benbid.com Inc.,

I am submitting this Accredited Investor Representation Letter (the "Letter") in connection with the offering of the common stocks (the "Securities") of Benbid.com Inc. (the "Company"). I understand that the Securities are being sold only to Accredited Investors as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the "Securities Act").

I hereby represent and warrant to the Company that I qualify as an Accredited Investor on the basis that:

(Choose Part A or B below and check the applicable boxes.)

A. I am a NATURAL PERSON and:

(An investor using this Part A must check box (1), (2), (3) or (4).)

- (1) Income Case: My individual income exceeded \$200,000 in each of the recent two years or my joint income together with my spouse exceeded \$300,000 in each of those years; and I reasonably expect to earn individual income of at least \$200,000 this year or joint income with my spouse of at least \$300,000 this year.

To support the representation in A(1) above:

(You must check box (a), (b) or (c).)

- (a) I will deliver to the Company copies of Form W-2, Form 1099, Schedule K-1 of Form 1065 or a filed Form 1040 for each of the two most recent years showing my income or my joint income with my spouse as reported to the IRS for each of those years. I understand I may redact my social security numbers and personal information as those are not necessary to confirm annual income.

---- OR ----

- (b) My salary or my joint salary with my spouse is publicly available information that has been made available by the U.S. government or any state thereof and I will deliver to the Company copies of such publicly available materials identifying me or me and my spouse by name and disclosing the relevant salary information for each of the two most recent years.

---- OR ----

- (c) In accordance with the procedures described below under the heading "Independent Third-Party Verification," I will arrange for a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant to deliver to the Company written confirmation of my status as an Accredited Investor.

- (2) Net Worth Case: My individual net worth, or my joint net worth together with my spouse exceeds \$1,000,000. For the purposes here, "net worth" means the excess of: total assets at fair market value (including all personal and real property, but excluding the estimated fair

market value of my primary residence) minus total liabilities. For the purposes here, "liabilities": exclude any mortgage or other debt secured by my primary residence in an amount of up to the residence's estimated fair market value; but include any mortgage or other debt secured by my primary residence in an amount in excess of the residence's estimated fair market value. I confirm that my total individual liabilities, or my total joint liabilities together with my spouse, do not exceed \$_____. I represent that all liabilities necessary to determine my individual net worth, or my joint net worth together with my spouse, for the purpose of determining my status as an Accredited Investor are reflected in the dollar amount in the preceding sentence.

To support the representations in A(2) above: (You **must** check box (a) or (b).)

(a) I will deliver to the Company: Copies of bank statements, brokerage statements, other statements of securities holdings, certificates of deposit, tax assessments and/or appraisal reports issued by independent third parties that show my individual assets or my joint assets together with my spouse.

---- OR ----

(b) In accordance with the procedures described below under the heading "Independent Third-Party Verification," I will arrange for a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant to deliver to the Company written confirmation of my status as an Accredited Investor.

B. I am a LEGAL ENTITY that is:

*(An investor using this Part B **must** check at least one box below.)*

- (1) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
- (2) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.
- (3) An investment company registered under the Investment Company Act of 1940 (the "Investment Company Act").
- (4) An insurance company as defined in the Securities Act.
- (5) A business development company as defined in Section 2(a)(48) of the Investment Company Act.
- (6) A private business development company as defined in the Investment Advisors Act of 1940.
- (7) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or 301(d) of the Small Business Investment Act of 1958.
- (8) An organization described in Section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000.

- (9) A plan established and maintained by a state, its subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000.
- (10) An employee benefit plan of Title I of the Employment Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined by the Act to be a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000, the investment decisions are made solely by persons that are accredited investors.
- (11) A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a "sophisticated" person.
- (12) An entity in which all of the equity owners are Accredited Investors. Each equity owner of the entity must individually complete and submit to the Company its own copy of this Letter.

INDEPENDENT THIRD-PARTY VERIFICATION

(NOTE: An investor should only complete this section if, in above Part A(1)(c) or A(2)(b), you have agreed to arrange for a third party to provide written confirmation verifying you as Accredited Investor.)

To verify my status as an Accredited Investor, I hereby request that the Company contact:

Name: _____
Firm name: _____
Email: _____
Telephone: _____
Address: _____

- registered broker-dealer
- SEC-registered investment adviser
- licensed attorney
- certified public accountant

(NOTE: You must check one of the boxes above. If none are applicable, then you may not rely on independent third-party verification and you must instead directly submit to the Company copies of other supporting documentation described in above Part A(1)(a), A(1)(b) or A(2)(a).

I have informed the person named above that the Company will contact him or her to verify my status as an Accredited Investor and I hereby authorize the Company to communicate with the person or firm named above to obtain such verification.

I understand that I am solely responsible for paying any fees charged by the person or firm named above in regards to verifying my status as an Accredited Investor.

SUPPORTING DOCUMENTATION

Within 21 days after the date that I submit this Letter to the Company, I will deliver to the Company or arrange to have delivered to the Company on my behalf, all required supporting documentation.

I understand that the Company may request additional supporting documentation from me in order to verify my Accredited Investor status and I hereby agree to promptly provide any such additional supporting documentation.

I further understand that, even if I complete and execute this Letter and provide all additional supporting documentation requested by the Company, the Company may in its sole discretion refuse to accept my subscription for the Securities for any reason or for no reason.

RELIANCE ON REPRESENTATIONS; INDEMNITY

I understand that the Company and its counsel are relying upon my representations in the Letter and upon the supporting documentation to be delivered by me or on my behalf in connection with the Letter (collectively, the "Investor Information"). I agree to indemnify and hold harmless the Company, its directors, officers, shareholders, representatives and agents, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including attorneys' fees) arising out of or based upon any misstatement or omission in the Investor Information or any failure by me to comply with any covenant or agreement made by me in the Investor Information.

INVESTOR'S SIGNATURE AND CONTACT INFORMATION

Date: _____

Name: _____

Signature: _____

Email address: _____

Mailing address: _____

Telephone number: _____

SPOUSE'S SIGNATURE AND CONTACT INFORMATION

(**NOTE:** The spouse of the investor's only need to sign this letter if the investor is a natural person proving its accredited investor status based on **joint income** or **joint net worth** with the spouse under Part A(1)(a) or Part A(2)(a). A spouse who signs this letter makes all representations set out in this letter, including those relating to joint income or joint net worth, as applicable.)

Date: _____

Name: _____

Signature: _____

Email address: _____

Mailing address: _____

Telephone number: _____