

**BROADLANDS ASSET MANAGEMENT LLC**  
**1552 Broken Branch Drive**  
**Wesley Chapel, FL 33543**

**APPLICATION AND MEMBERSHIP SUBSCRIPTION AGREEMENT**

**Name:** \_\_\_\_\_ (hereinafter "Subscriber")    **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Facsimile Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Emergency Contact Information:** \_\_\_\_\_

**Payment for Ownership Unit(s):** \$0.00 \_\_\_\_\_

**Payment for Investment Club Account:** \$0.00 \_\_\_\_\_

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**THIS APPLICATION AND MEMBERSHIP SUBSCRIPTION AGREEMENT** is made by and between BROADLANDS ASSET MANAGEMENT LLC, a Florida Limited Liability Company (hereinafter "Investment Club") and Subscriber.

**W I T N E S S E T H**

**WHEREAS** the Subscriber desires to invest funds in the Investment Club, and

**WHEREAS** the Investment Club requires that the Subscriber execute this Subscription Agreement and Application

**NOW THEREFORE**, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1.    **Definitions.** The definitions in the Operating Agreement dated the 18<sup>th</sup> day of May 2016 shall apply to this Agreement and are incorporated by reference and made a part hereof.
2.    **Subscription.** The Subscriber applies to purchase of 0 (zero) Ownership Unit(s) of the Investment Club. Such subscription may be rejected for any reason by the Investment Club. The Investment Club need not specify a reason for its rejection of any Subscription agreement and application.
3.    **Representations.** The Subscriber represents and warrants as follows:
  - 3.1    That the Subscriber has received the background, history and financial soundness of the Investment Club;
  - 3.2    That the Subscriber understands that he is purchasing an Ownership Unit of the Investment Club without being furnished any offering materials and that such purchase

has not been scrutinized by the Securities & Exchange Commission or the Florida Department of Securities;

- 3.3** That the Subscriber understands that the Ownership Unit of the Investment Club have not been registered under the Securities Act of 1933, as amended, nor any State Blue Sky Law;
- 3.4** That the Subscriber understands that he has no right to require registration under the Securities Act of 1933 or any State Blue Sky Law;
- 3.5** That the Subscriber understands that the Ownership Unit is being purchased for the Subscriber's own account for investment, not for the interest of any other person, and not for resale to others;
- 3.6** That the Subscriber understands that the operating manager of the Investment Club values the Units of the Investment Club, every day the New York Stock Exchange is open. For that reason the Subscriber understands and acknowledges that the amount of money payable for the Units and what is required investment to subscribe is subject to change based on the valuation performed by the manager of the Investment Club.
- 3.7** That the Subscriber has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of the investment or is able to bear the economic risk of the investment;
- 3.8** That the Subscriber is, in relation to his total investment picture and net worth, making only a reasonable commitment to the Investment Club;
- 3.9** That the Subscriber is making an investment with the Investment Club without the expectation or desire for a resale or distribution with respect thereto;
- 3.10** That the Subscriber has no need for liquidity with respect to his investment in the Investment Club;
- 3.11** That the Subscriber recognizes that an investment in the Ownership Unit of the Investment Club involves special risks;
- 3.12** That the Subscriber recognizes that the Investment Club has been only recently organized and that it has no financial and operating history;
- 3.13** That the Subscriber realizes that, since the Ownership Unit cannot be readily sold and has no public market, the Subscriber may not be able to sell or dispose of the Subscriber's Ownership Unit and, therefore, that the Subscriber must not purchase the Ownership Unit unless the Subscriber has liquid assets sufficient to assure the Subscriber that such purchase will cause no undue financial difficulties to the Subscriber;
- 3.15** That the Subscriber understands that the right to transfer the Investment Club's Ownership Unit may be restricted as set forth in an Operating Agreement, including a restriction against transfers unless the Subscriber submits to the Investment Club an opinion of an attorney at law stating that the proposed transfer is registered or exempt from registration pursuant to the Securities Act of 1933 and all relevant State Blue Sky Laws; and
- 3.16** That the Subscriber understands that all information which the Subscriber has provided to

the Investment Club concerning the Subscriber, the Subscriber's financial position, and the Subscriber's knowledge of financial and business matters is correct and complete as of the date set forth herein and, if there should be any material change in such information prior to the Subscriber having paid the Subscriber's subscription in full, that the Subscriber must immediately provide the Investment Club with such information.

4. **Ownership Unit.** The Subscriber hereby subscribes for 0 (zero) Ownership Unit(s) of the Investment Club for the total price of 0.00 U.S. DOLLARS (\$ 0.00 ), payable to the Investment Club by Subscriber in U.S. Currency five (5) business days after the execution of this Agreement.

4.1 The amount paid by the Subscriber for the Ownership Units shall be classified by the Investment Club as the Subscriber's initial capital contribution and said amount shall be held in the Subscriber's capital account.

5. **Investment Account.** The Subscriber hereby shall pay to the Investment Club in U.S. Currency the amount of 0.00 U.S. DOLLARS (\$ 0.00 ) payable to the Investment Club by Subscriber in U.S. Currency five (5) business days after the execution of this Agreement.

5.1 Upon receipt of the Subscriber's investment, the Investment Committee shall have fifteen (15) business days to admit or reject the Subscriber's application for membership into the Investment Club and acceptance the Subscriber's funds.

5.2 In the event the Investment Committee rejects this application within 15 days then, the Investment Club shall refund to the Subscriber any all amounts paid by the Subscriber for the Ownership Units and the amount invested into the Investment Club.

6. **Resignation or Expulsion.** A Subscriber may resign at any time; so long as it is at least 30 days after the Subscriber's application for membership into the Investment Club has been accepted by the Investment Committee. The Subscriber shall resign by giving written notice to the Investment Committee. Following the receipt of the written Resignation of the Subscriber the Investment Club shall pay the Subscriber the value of the Subscriber's Investment Account upon the Closing Bell for the New York Stock Exchange, ("Fair Value") three New York Stock Exchange trading days subsequent to the Investment Committee's receipt of such written notice.

6.1 The Subscriber shall be admitted into the Investment Club until removed by a majority vote of the members of the Investment Committee at any time with or without cause. Following such expulsion of the Subscriber the Investment Club shall pay the Subscriber the Fair Value of the Subscriber's Investment Account three New York Stock Exchange trading days subsequent to the Investment Committee's removal of the Subscriber.

7. **Administrative Fee.** The operating manager of the Investment Club shall receive an annual two percent administrative fee to be deducted from the total amount of funds invested in the club at the end of the year, based on the average amount of funds in each Subscriber's Investment Account every day upon the Closing of the New York Stock Exchange. If a Subscriber withdraw early or deposits money halfway through the year, the fee will be prorated to adjust for the amount of time the money was in the Investment Account.

8. **Mediation and Arbitration.** Any disputes between the parties hereto, whether arising under this agreement or otherwise, which the parties cannot resolve between themselves using good faith shall be:

8.1 Referred to a court certified mediator of the Court in Pasco County, Florida, and any

mediation shall be held in Pasco County, Florida. The parties shall share equally in the cost of said mediation.

- 8.2** In the event that said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator residing in Pasco County, Florida. The arbitration shall be held in Pasco County, Florida. The parties shall share equally in the cost of said arbitration. In the event that the parties are unable to agree upon a mediator within 15 days of the date on which either party requests arbitration of a matter, the arbitrator shall be provided by the American Arbitration Association. The parties further agree that full discovery shall be allowed to each party to the arbitration and a written award shall be entered forthwith. Any and all types of relief that would otherwise be available in Court shall be available to both parties in the arbitration. The decision of the arbitrator shall be final and binding. Arbitration shall be the exclusive legal remedy of the parties. Judgment upon the award may be entered in any court of competent jurisdiction pursuant to Florida law, as may be amended from time to time.
- 8.3** If either party refuses to comply with a ruling or decision of the arbitrator and a lawsuit is brought to enforce said ruling or decision, it is agreed that the party not complying with the ruling or decision of the arbitrator shall pay the court costs and reasonable attorney's fees (including Trial and Appellate attorney's fees) incurred in enforcing the ruling or decision of the arbitrator.
- 8.4** Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights.
- 9.** **Attorney's Fees; Costs.** In any litigation either before or after any mediation or arbitration and any mediation or arbitration arising between the parties or out of this Agreement, the prevailing party in such litigation, mediation or arbitration shall be entitled to recover reasonable attorney's fees and costs at both the trial and appellate levels.
- 10.** **Construction.** If any parts of this Agreement are found to be void, the remaining provisions shall nevertheless be binding with the same effect as though the void parts were deleted.
- 11.** **Interpretation of Agreement.** The parties acknowledge that this Agreement is the product of mutual efforts by the parties and their respective agents. This Agreement shall be interpreted neither more favorably in favor of one party, nor less favorably in favor of another party.
- 12.** **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and may be modified, amended or terminated only by a written instrument executed by the parties hereto or their respective successors or assigns. There are no restrictions, promises, warranties, covenants, or understandings other than those expressly set forth herein.
- 12.1** Notwithstanding the generality of the foregoing or any agreement to the contrary, Subscriber expressly agrees and acknowledges Subscriber shall be bound to the terms and condition of that certain Operating Agreement of the Investment Club dated the 18<sup>th</sup> day of May 2016, which is incorporated by reference and made a part hereof.
- 13.** **Venue and Jurisdiction.** Should a lawsuit be necessary to enforce this agreement the parties agree that jurisdiction and venue are waived and suit shall be brought in Pasco County, Florida.
- 14.** **Notices.** Subscriber expressly agrees and acknowledges Subscriber shall apprise the Investment Club of Subscriber's current address. Any notice, demand or other communication required or

permitted by this Agreement must be in writing and shall be deemed to have been given and received:

- 14.1 if delivered by overnight delivery service or messenger, when delivered, or
- 14.2 if mailed, on the third business day after deposit in the United States mail, certified or registered postage prepaid, return receipt requested, or
- 14.3 if faxed, telexed or telegraphed, twenty-four hours after being dispatched by fax, telegram or telex; in every case addressed to the party to be notified as follows:

If to Investment Club:                   BROADLANDS ASSET MANAGEMENT LLC  
   1552 Broken Branch Drive  
   Wesley Chapel, FL 33543  
   Attention: NEILESH SAMBHU, Operating Manager

If to Subscriber:                         \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

- 15. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 16. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 17. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.
- 18. **Counterparts.** This Agreement may be executed in two or more parts, each of which shall be deemed an original but all of which together shall be one and the same instrument
- 19. **Binding Effect and Irrevocability.** It is understood that this Application and Membership Subscription Agreement is not binding on the Investment Club unless and until it is accepted by the Investment Club as evidenced by acceptance herein. The Subscriber agrees that this Application and Membership Subscription Agreement shall be irrevocable until one week from the date hereof.
- 20. **Facsimile Copy.** A facsimile copy of this agreement and any signatures affixed hereto shall be considered for all purposes as originals.

IN WITNESS WHEREOF the parties have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
 (Please type or print name of Subscriber as it appears above)

\_\_\_\_\_  
Social Security or Employer Identification Number of  
Subscriber

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

State

\_\_\_\_\_  
Zip

**\*\*\*IMPORTANT\*\*\***

**Please print below exactly how you want your name(s) listed  
on your membership certificate:**

\_\_\_\_\_

ACCEPTED BY:

BROADLANDS ASSET MANAGEMENT LLC

By: \_\_\_\_\_  
NEILESH SAMBHU, Operating Manager

Date: \_\_\_\_\_