

**Subscription Documents**

**For**

**Dollars and Sense Growth Fund, LP**

## **DIRECTIONS FOR THE COMPLETION OF THE SUBSCRIPTION DOCUMENTS**

Prospective investors must complete all of the Subscription Documents contained in this package in the manner described below. For purposes of these Subscription Documents, the “Investor” is the person for whose account the Interests are being purchased. Another person with investment authority may execute the Subscription Documents on behalf of the Investor, but should indicate the capacity in which it is doing so and the name of the Investor.

1. Subscription Agreement:
  - a. Fill in amount of the investment.
  - b. Date, print the name of the investor and sign (and print name, capacity and title, if applicable).
  - c. Complete the appropriate acknowledgment form and have the form notarized.
4. Investor Questionnaire:
  - a. In Section A, each Investor should fill in the Investor’s name, address, tax identification or social security number and telephone and telecopier numbers and respond to the questions 7-8.
  - b. Each Investor should respond to the questions under Section B relating to the investor’s background and objectives.
  - c. Each Investor should check the box or boxes in Section C which are next to the categories under which the Investor qualifies as a qualified client.
  - d. Each Investor should check the box or boxes in Section D which are next to the categories under which the Investor qualifies as an accredited investor.
  - e. Each Investor should check the box in Section E if the Investor qualifies as a non-accredited investor.
  - f. Each entity should respond to the questions in Section F.
  - g. Each Investor should respond to the questions in Section G concerning “related parties”.
  - h. Each Investor should respond to any applicable categories under Section H under which the Investor is disqualified from receiving any allocation of “new issues.”
  - i. Each Investor should respond to the questions in Section I for compliance with the USA PATRIOT Act.
  - j. Date, print the name of the Investor and sign (and print name, capacity and title, if applicable).
11. Delivery of Subscription Documents:

A completed and signed copy of the Subscription Agreement and the Investor Questionnaire, together with any required evidence of authorization, should be delivered to the Partnership at the following address:

Dollars and Sense Growth Fund, LP  
c/o Profits Plus Capital Management, LLC  
2245 North Samantha Ct  
Nampa, Idaho 83687  
Telephone number: (208) 468-3600  
Attention: Robert Coleman

In addition, please send copies of (i) the completed and executed signature page of the Subscription Documents and (ii) the completed Investor Questionnaire.

Inquiries regarding subscription procedures should be directed to Dollars and Sense Growth Fund, LP, c/o Profits Plus Capital Management, LLC, 2245 North Samantha Ct, Nampa, Idaho 83687, Attention: Robert Coleman, telephone number: (208) 468-3600. If the Investor's subscription is accepted by the General Partner, a fully executed set of the Subscription Documents will be returned to the Investor.

12. Payment of Subscription:

Payment of the cash amount of the Investor's subscription should be made on the closing date of the Investor's subscription by wire transfer to the Partnership's account specified in Section 7 on Page 6 of the Subscription Agreement in the case of an in kind payment accepted by the Partnership in its sole discretion, by such means as agreed to between the Investor and the Partnership.

## **Dollars and Sense Growth Fund, LP SUBSCRIPTION AGREEMENT**

Dollars and Sense Growth Fund, LP  
c/o Profits Plus Capital Management, LLC  
2245 North Samantha Ct  
Nampa, Idaho 83687

Gentlemen:

1. Subscription. The undersigned (the "Investor") subscribes for and agrees to purchase the amount of limited partnership interests ("Interests") in Dollars and Sense Growth Fund, LP, a Idaho limited partnership (the "Partnership"), set forth on the signature page below. The Investor acknowledges that this subscription (i) is irrevocable, (ii) is conditioned upon acceptance by or on behalf of Profits Plus Capital Management, LLC, as the general partner of the Partnership (the "General Partner") on behalf of the Partnership and may be accepted or rejected in whole or in part by the General Partner in its sole discretion and (iii) will expire if not accepted by the General Partner on or prior to two months from the date hereof. The Investor agrees to be bound by all the terms and provisions of the Limited Partnership Agreement of the Partnership (as amended from time to time, the "Limited Partnership Agreement") in the form previously provided to the Investor. Capitalized terms not defined herein are used as defined in the Limited Partnership Agreement.
2. Representations and Warranties. To induce the Partnership to accept this subscription, the Investor represents and warrants as follows:
  - (a) The Investor has been furnished the Amended and Restated Offering Memorandum dated November 1, 2007, relating to the Partnership (as amended or supplemented from time to time, the "Memorandum") and, if requested by the Investor, forms of the following documents (the "Partnership Documents"): (i) the Limited Partnership Agreement; and (ii) the Investment Management Agreement, among the Partnership and the General Partner. The Investor has carefully read the Partnership Documents, if any, requested by the Investor. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Interests, is able to bear the risks of an investment in the Interests and understands the risks of, and other considerations relating to, a purchase of an Interest, including the matters set forth under the caption "RISK FACTORS" and "CONFLICTS OF INTEREST" in the Memorandum.
  - (b) The Investor (i) will not transfer or deliver any interest in the Interests except in accordance with the restrictions set forth in the Limited Partnership Agreement and the Memorandum and (ii) is acquiring the Interests to be acquired hereunder for the Investor's own account for investment purposes only and not with a view to resale or distribution.
  - (c) The Investor understands that the Interests have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), the securities laws of any state or the securities laws of any other jurisdiction, nor is such registration contemplated. The Investor understands and agrees further that, subject to the limited withdrawal rights set forth in the Limited Partnership Agreement, the Interests must be held indefinitely unless they are subsequently registered under the Securities Act and these laws or an exemption from registration under the Securities Act and these laws covering the sale of Interests is available. Even if such an exemption is available, the assignability and transferability of the Interests will be governed by the Limited Partnership Agreement,

which imposes substantial restrictions on transfer. The Investor understands that legends stating that the Interests have not been registered under the Securities Act and these laws and setting out or referring to the restrictions on the transferability and resale of the Interests will be placed on all documents, if any, evidencing the Interests. The Investor's overall commitment to the Partnership and other investments which are not readily marketable is not disproportionate to the Investor's net worth and the Investor has no need for immediate liquidity in the Investor's investment in Interests.

- (d) To the full satisfaction of the Investor, the Investor has been furnished with any materials the Investor has requested relating to the Partnership, the offering of Interests or any statement made in the Memorandum, and the Investor has been afforded the opportunity to ask questions of representatives of the Partnership concerning the terms and conditions of the offering and to obtain any additional information necessary to verify the accuracy of any representations or information set forth in the Memorandum.
- (e) Other than as set forth in the Memorandum and the Partnership Documents, the Investor is not relying upon any other information, representation or warranty by the Partnership, the General Partner or any agent of them in determining to invest in the Partnership. The Investor has consulted to the extent deemed appropriate by the Investor with the Investor's own advisers as to the financial, tax, legal and related matters concerning an investment in Interests and on that basis believes that an investment in the Interests is suitable and appropriate for the Investor. The Investor acknowledges that any placement agent used in connection with the offer and sale of the Interests did not prepare the Memorandum or any other Partnership Document.
- (f) If the Investor is not a natural person, the Investor has the power and authority to enter into this Subscription Agreement, the Limited Partnership Agreement and each other document required to be executed and delivered by or on behalf of the Investor in connection with this subscription for Interests, and to perform its obligations thereunder and consummate the transactions contemplated thereby, and the person signing this Subscription Agreement on behalf of the Investor has been duly authorized to execute and deliver this Subscription Agreement, the Limited Partnership Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for Interests. If the Investor is an individual, the Investor has all requisite legal capacity to acquire and hold the Interests and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by the Investor in connection with this subscription for Interests. Such execution, delivery and compliance by the Investor does not represent a breach of, or constitute a default under, any instruments governing the Investor, any applicable law, regulation or order to which the Investor is subject, or any agreement to which the Investor is a party or by which the Investor is bound. This Subscription Agreement has been duly executed by the Investor and constitutes, and the Limited Partnership Agreement, when the Investor is admitted as a Limited Partner, will constitute, a valid and legally binding agreement of the Investor.
- (g) If the Investor is, or is acting on behalf of, an employee benefit plan within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or an entity which is deemed to hold the assets of any such employee benefit plan pursuant to 29 C.F.R. § 2510.3-101, which plan or entity is subject to Title I of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code") (collectively, a "Plan"): (i) the decision to invest in the Partnership was made by a fiduciary (within the meaning of Section 3(21) of ERISA and the regulations thereunder) (a "Fiduciary") of the Plan which is unrelated to the General Partner or any of its employees, representatives or affiliates and which is duly authorized to make

such an investment decision on behalf of the Plan (the “Plan Fiduciary”); (ii) the Plan Fiduciary has taken into consideration its fiduciary duties under ERISA, including the diversification requirements of Section 404(a)(1)(c) of ERISA, in authorizing; the Plan’s investment in the Partnership, and has concluded that such investment is prudent; (iii) the Plan’s subscription to invest in the Partnership and the purchase of Interests contemplated thereby is in accordance with the terms of the Plan’s governing instruments and complies with all applicable requirements of ERISA and the Code; and (iv) the Plan Fiduciary acknowledges and agrees that neither the General Partner nor any of its employees, representatives or affiliates will be a fiduciary with respect to the Plan as a result of the Plan’s investment in the Partnership, and the Plan Fiduciary has not relied on, and is not relying on, the investment advice of any such person with respect to the Plan’s investment in the Partnership.

- (h) The Investor acknowledges and agrees that the Partnership may require a mandatory redemption of all or part of the Interests held by the Investor at any time, including to assure that the Partnership will not be deemed to hold “plan assets” within the meaning of ERISA, provided that any mandatory redemption made for the purpose of effecting an overall reduction in the capital of the Portfolio Partnership shall only be made pro rata among all of the Investment Vehicles and their investors.
  - (i) The Investor was offered the Interests in the State listed in the Investor’s permanent address set forth in the Investor Questionnaire attached hereto or previously provided to the, General Partner and intends that the securities law of that State govern the Investor’s subscription.
3. Tax Information. The Investor certifies under penalties of perjury that (A) (i) the Investor’s name, taxpayer identification or social security number and address provided in the Investor Questionnaire is correct and (ii) the Investor will complete and return with this Subscription Agreement IRS Form W-9, Payer’s Request for Taxpayer Identification Number and Certification, and (B) (i) the Investor is not a non-resident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Code) and (ii) the Investor will notify the Partnership within 60 days of a change to foreign status. The Investor agrees to properly execute and provide to the Partnership in a timely manner any tax documentation that may be reasonably required by the General Partner.
4. Further Advice and Assurances. All information which the Investor has provided to the Partnership, including the information in the attached Investor Questionnaire, is correct and complete as of the date hereof, and the Investor agrees to notify the General Partner immediately if any representation, warranty or information contained in this Subscription Agreement, including in the attached Investor Questionnaire, becomes untrue at any time. The Investor agrees to provide such information and execute and deliver such documents as the Partnership may reasonably request from time to time to verify the accuracy of the Investor’s representations and warranties herein or to comply with any law or regulation to which the Partnership may be subject.
5. Power of Attorney. The Investor by executing this Subscription Agreement appoints the General Partner and each of its managers and officers, with full power of substitution, as the Investor’s true and lawful representative and attorney-in-fact, in the Investor’s name, place and stead to make, execute, sign, acknowledge, swear to and file the Limited Partnership Agreement, any amendments to the Limited Partnership Agreement or any other agreement or instrument which the General Partner deems appropriate to admit the Investor as a Limited Partner of the Partnership. This power of attorney is coupled with an interest, is irrevocable and shall survive, and shall not be affected by, the subsequent death, disability, incapacity, incompetency, termination, bankruptcy, insolvency or dissolution of the Investor.

6. Indemnity. The Investor understands that the information provided herein will be relied upon by the Partnership for the purpose of determining the eligibility of the Investor to purchase Interests. The Investor agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Investor to purchase Interests in the Partnership. To the maximum extent permitted by law, the Investor agrees to indemnify and hold harmless the Partnership and each Limited Partner thereof from and against any loss, damage, or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Subscription Agreement or in any other document provided by the Investor to the Partnership or the General Partner in connection with the Investor's investment in Interests. Notwithstanding any provision of this Subscription Agreement, the Investor does not waive any rights granted to it under applicable securities laws.
7. Payment of Subscription. (a) The Investor shall pay the amount of the Investor's subscription hereunder by check or electronic wire transfer to the account set forth below, on the closing date of the Investor's subscription, or make an in kind payment to the Partnership acceptable to the Partnership in its sole discretion. If the Investor's subscription is rejected in whole or in part, the amount rejected shall be promptly returned by wire transfer to an account designated by the Investor.

(a) Wire transfer payments shall be made to the following account:

Bank:	_____
Address:	_____
	_____
ABA No.	_____
For the account of	_____
Account No.	_____
For further credit to	_____
Account No.	_____

8. Miscellaneous. This Subscription Agreement is not assignable by the Investor without the consent of the General Partner. The representations and warranties made by the Investor in this Subscription Agreement shall survive the closing of the transactions contemplated hereby and any investigation made by the Partnership or the General Partner. The attached Investor Questionnaire is an integral part of this Subscription Agreement and shall be deemed incorporated by reference herein. This Subscription Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument, and shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to principles of conflicts of law thereof.
9. Client acknowledges receipt of Part II of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Schedule H of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.
10. The assignment of the contract by the adviser is prohibited without the written consent of the client.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on the date set forth below.

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

Amount of Subscription:

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

If a placement agent has been used in connection with the offer and sale of the Interests, the name of the placement agent is indicated below (any placement fee will be paid by General Partner):

\_\_\_\_\_  
(Name of Placement Agent)

PARTNERSHIP, CORPORATION, TRUST, CUSTODIAL  
ACCOUNT, OTHER ENTITY:

\_\_\_\_\_  
(Print Name of Entity)

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

INDIVIDUAL INVESTOR:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

The General Partner hereby accepts the above application for subscription for Interests on behalf of the Partnership.

PROFITS PLUS CAPITAL MANAGEMENT, LLC

By: \_\_\_\_\_

Name: Robert Coleman  
Title: Managing Member

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



## PARTNERSHIP ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )  
 ) : ss.:  
 COUNTY OF \_\_\_\_\_ )

On the day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same as a general partner of the foregoing partnership.

Notary Public

Address:

[seal]

My commission expires:

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
: ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did dispose and say that he (she) is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he (she) executed said instrument on behalf of said corporation by authority of its board of directors or pursuant to its by-laws and that the same is the free act and deed by said corporation.

\_\_\_\_\_  
Notary Public

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

[seal]

My commission expires:

\_\_\_\_\_

**TRUST ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
: ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_, to me known, who duly acknowledged to me that he (she) (they) (it) is (are) the trustee(s) of \_\_\_\_\_, trust described in the foregoing instrument, that the foregoing instrument was signed on behalf of said trust and that the same is the free act and deed of said trust.

\_\_\_\_\_  
Notary Public

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

[seal]

My commission expires:

\_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
: ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, a Notary Public of said State, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person (or persons) whose name is (or whose names are) subscribed to on the foregoing instrument, and acknowledged that he (or she or they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public

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

[seal]

My commission expires:

\_\_\_\_\_

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
: ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally  
came \_\_\_\_\_, to me known to be the individual described in and who executed  
the foregoing instrument, and acknowledged that he (she) executed the same as a managing  
member of the foregoing limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and  
year in this certificate first above written:

\_\_\_\_\_  
Notary Public

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

[seal]

My commission expires:

\_\_\_\_\_

## INVESTOR QUESTIONNAIRE

### SECTION A. General Information

1. Print Full Name of Investor: \_\_\_\_\_
2. Name of Joint Subscriber, if any: \_\_\_\_\_
3. Permanent Address:  
for Notices: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_
3. Telephone Number: \_\_\_\_\_
4. Telecopier Number: \_\_\_\_\_
5. Mailing Address :  
(if different from above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. U.S. Taxpayer  
Identification or Social  
Security Number: \_\_\_\_\_
7. If the Investor would like to receive information in connection with the Partnership by e-mail, please  
specify the e-mail address of the Investor: \_\_\_\_\_
8. Would the Investor like to access information regarding the fund via the Internet when available?  
  
☐ Yes ☐ No
9. AGREEMENT OF CUSTODIAN OF INDIVIDUAL RETIREMENT ACCOUNT: The undersigned,  
being the custodian of the above named individual retirement account, hereby accepts and agrees to  
this Subscription, and to the terms and conditions set forth in the Partnership Agreement and this  
Subscription Agreement.

By: \_\_\_\_\_  
Signature of Authorized Signatory                      Print Name of Authorized Signatory

### SECTION J. Investment Background and Objectives of Subscriber (Or Custodian For Minor)

Approximate \_\_\_\_\_ years                      Approximate                      \$ \_\_\_\_\_  
number of years                      current portfolio  
Subscriber (or                      value  
custodian) has been  
investing

*please check frequency of*  
*Subscriber's (or custodian's)*                      Often                      Occasionally                      Seldom                      Never  
*investments in:*

Real estate, other than principal residence (directly or through partnerships or other entities managed by others)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tax shelter programs (real estate, leasing, oil and gas, cattle breeding)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketable securities (stocks, bonds, debentures, notes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commodity futures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Speculative or venture capital investments other private investment funds, including hedge funds and commodity pools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Order of **investment objectives** of Subscriber (or of minor(s), *not* custodian): Number preferences from 1 (most preferred) to 3 (least preferred). *Reminder:* this investment is most appropriate for persons seeking capital appreciation.

Capital appreciation: \_\_\_\_

Current income: \_\_\_\_

Liquidity: \_\_\_\_

#### SECTION K. Qualified Clients

The Investor represents and warrants that the Investor is a “qualified client,” within the meaning of Rule 205-3 of the Investment Advisers Act of 1940, as amended. The investor must be a natural person or “company” (as defined below) that at the time of becoming a Limited Partner (A) has at least \$1,000,000 under the management of the General Partner (including the amount invested in the Partnership) or (B) has a \*net worth (together, in the case of a natural person, with assets held jointly with a spouse) of at least \$2,000,000. “Company” means a corporation, partnership, association, a joint-stock company, a trust or an organized group of any of the foregoing, whether or not incorporated. However, “company” does not include an investment company registered or required to be registered under the Investment Company Act or exempt from registration under Section 3(c)(1) of such Act or a “business development company” (as defined in Section 202(a)(22) of the Investment Advisers Act) unless each of the equity owners of such entity is itself a “qualified client.”

\* -the person’s primary residence will not be included as an asset;

-indebtedness that is secured by the person’s primary residence (e.g., a mortgage), up to the estimated fair market value of the primary residence at the time the advisory contract is entered into, will not be subtracted as a liability; and

-indebtedness that is secured by the person’s primary residence in excess of the estimated fair market value of the primary residence at the time the advisory contract is entered into will be subtracted as a liability.

☐ Yes

☐ No

#### SECTION L. Accredited Investor Status

The Investor represents and warrants that the Investor is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act, and has checked the box or boxes below which are next to the categories under which the Investor qualifies as an accredited investor:

FOR ENTITIES:

- (A) ☐ An entity, including a grantor trust, in. which all of the equity owners are accredited investors (for this purpose, a beneficiary of a trust is not an equity owner, but the grantor of a grantor trust may be an equity owner).
- (B) ☐ 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.
- (C) ☐ An insurance company as defined in Section 2(13) of the Securities Act.
- (D) ☐ A broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Securities Exchange Act").
- (E) ☐ An investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act").
- (F) ☐ A business development company as defined in Section 2(a)(48) of the Investment Company Act.
- (G) ☐ A small business investment company licensed by the Small Business Administration under Section 301 (c) or (d) of the Small Business. Investment Act of 1958, as amended.
- (H) ☐ A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act").
- (I) ☐ An organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, Massachusetts or similar business trust, or partnership, in each case not formed for the specific purpose of acquiring Interests, with total assets in excess of \$5 million.
- (J) ☐ A trust with total assets in excess of \$5 million not formed for the specific purpose of acquiring Interests, whose purchase is directed by a person with such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Interests.
- (K) ☐ An employee benefit plan within the meaning of ERISA if the decision to invest in the Interests is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
- (L) ☐ A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if the plan has total assets in excess of \$5 million.

FOR INDIVIDUALS:

- (M) ☐ A natural person with individual net worth (or joint net worth with spouse) in excess of \$1 million at time of purchase, excluding the value of the primary residence of such person: For purposes of this item, "net worth" means the excess of total assets at fair market value, (excluding primary residence), over total liabilities.
- (N) ☐ A natural person with individual income (without including any income of the Investor's spouse) in excess of \$200,000, or joint income with spouse of \$300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year.



## **SECTION O. Non-Accredited Investors**

The Investor represents and warrants that the Investor is a natural person who has sufficient knowledge and experience in financial and business matters to be able to evaluate the merits and risk of the investment and who does not meet the definition of an “accredited investor” as defined in Rule 501(a) of Regulation D.

☐ Yes

☐ No

## **SECTION P. Supplemental Data for Entities**

If the Investor is an entity, furnish the following: supplemental data (natural persons may skip this Section of the Investor Questionnaire):

1. Legal form of entity (corporation, partnership, trust, etc.): \_\_\_\_\_

Jurisdiction of organization: \_\_\_\_\_

2. Was the Investor organized for the specific purpose of acquiring Interests?

☐ Yes

☐ No

If the answer to the above question is “Yes,” please contact the General Partner for additional information that will be required.

3. Are shareholders, partners or other holders of equity or beneficial interests in the Investor able to decide individually whether to participate, or the extent of their participation, in the Investor’s investment in the Partnership (i.e. can equityholders in the Investor determine whether their capital will form part of the capital invested by the Investor in the Partnership)?

☐ Yes

☐ No

If the answer to the above question is “Yes,” please contact the General Partner for additional information that will be required.

4. Please indicate whether or not the Investor is, or is acting on behalf of, (i) an employee benefit plan within the meaning of Section 3(3) of ERISA, whether or not such plan is subject to ERISA, or (ii) an entity which is deemed to hold the assets of any such employee benefit plan pursuant to 29 C.F.R. § 2510.3-101. For example, a plan which is maintained by a foreign corporation, governmental entity or church, a Keogh plan covering no common-law employees and an individual retirement account are employee benefit plans within the meaning of Section 3(3) of ERISA but generally are not subject to ERISA (collectively “Non-ERISA Plans”). In general, a foreign or U.S. entity which is not an operating company and which is not publicly traded or registered as an investment company under the Investment Company Act of 1940, as amended, and in which 25% or more of the value of any class of equity interests is held by employee pension or welfare plans (including an entity which is deemed to hold the assets of any such plan), would be deemed to hold the assets of one or more employee benefit plans pursuant to 29 C.F.R. § 2510.3-101. However, if only Non-ERISA Plans were invested in such an entity, the entity generally would not be subject to ERISA. For purposes of determining whether this 25% threshold has been met or exceeded, the value of any equity interests held by a person (other than such a plan or entity) who has discretionary authority or control with respect to the assets of the entity, or any person who provides investment advice for a fee (direct or indirect) with respect to such assets, or any affiliate of such a person, is disregarded.

☐ Yes

☐ No

If the Investor is, or is acting on behalf of, such an employee benefit plan, or is an entity deemed to hold the assets of any such plan or plans, please indicate whether or not the Investor is subject to ERISA.

☐ Yes ☐ No

Please indicate whether or not the Investor is a U.S. pension trust or governmental plan qualified under section 401(a) of the Code or a U.S. tax-exempt organization qualified under section 501(c)(3) of the Code.

☐ Yes ☐ No

5. Does the amount of the Investor's subscription for Interests in the Partnership exceed 40% of the total assets (on a consolidated basis with its subsidiaries) of the Investor?

☐ Yes ☐ No

If the question above was answered "Yes," please contact the General Partner for additional information that will be required.

6. (a) (i) Is the Investor a private investment company which is not registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"), in reliance on Section 3(c)(1) or Section 3(c)(7) thereof?

☐ Yes ☐ No

- ii. Was the Investor formed prior to April 30, 1996?

☐ Yes ☐ No

7. If the Investor has a taxable year that ends other than on December 31, please indicate such taxable year end: \_\_\_\_\_.

8. (a) Is the Investor a grantor trust, a partnership or an S-Corporation for U.S. federal income tax purposes?

☐ Yes ☐ No

- (b) If the question above was answered "Yes," please indicate whether or not:

- (i) more than 50 percent of the value of the ownership interest of any beneficial owner in the Investor is (or may at any time during the term of the Partnership be) attributable to the Investor's (direct or indirect) interest in

☐ Yes ☐ No

- (ii) it is a principal purpose of the Investor's participation in the Partnership to permit the Partnership to satisfy the 100 satisfy partner limitation contained in U.S. Treasury Regulation Section 1.7704-1(h)(3).

If either question above was answered "Yes," please contact the General Partner for additional information that will be required.

### **SECTION C. Related Parties**

Will any other person or persons have a beneficial interest in the Interests to be acquired hereunder (other than as a shareholder, partner or other beneficial owner of equity interests in the Investor)?

☐ Yes ☐ No

If the question above was answered “Yes,” please contact the General Partner for additional information that will be required.

If the investor due diligence was performed by a third party, such as a fund administrator or an investor intermediary, with regard to the investor (and underlying investors, if applicable), please identify the third party:

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#### **SECTION D. Allocation of New Issues**

The Investor has checked the box or boxes below which apply to it or, if the Investor is a corporation, partnership, trust or other entity, which apply to any person having a beneficial interest in such corporation, partnership, trust or other entity in order to determine the eligibility of the Investor to receive an allocation to its capital account of any profit or loss, from “new issues,” as defined in the rules of the National Association of Securities Dealers, Inc. (“NASD”):

- (i) ☐ The Investor, or a person having a beneficial interest in the Investor, is a member of the NASD.
- (ii) ☐ The Investor, or a person having a beneficial interest in the Investor; is a portfolio manager or a member of the immediate family of any such person.\*
- (iii) ☐ The Investor, or a person having a beneficial interest in the Investor, has acted as a finder in respect of the public offering of any securities or acted in a fiduciary capacity to the managing underwriter in any, such offering, including, among others, attorneys, accountants and financial consultants.\*
- (iv) ☐ The Investor, or a person having a beneficial interest in the Investor, is a senior officer of a bank, savings and loan institution, insurance company, investment company, investment advisory firm, or any other institutional type account (including, but not limited to, hedge funds, investment partnerships, investment corporations or investment clubs), domestic or foreign, or a person in the securities department of, or an employee or a person who may influence or whose activities directly or indirectly involve or are related to the function of buying or selling securities for any bank, savings and loan institution, insurance company, investment company, investment advisory firm, or other institutional type account, domestic or foreign.
- (v) ☐ The Investor is a person who is supported directly or indirectly, to a material extent, by any person described in statements (i)-(iv) above.
- (vi) ☐ None of the above statements is applicable.

#### **SECTION G. Compliance with the USA PATRIOT Act**

To comply with applicable anti-money laundering/U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) rules and regulations, you are required to provide the following information:

##### **I. Payment Information.**

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\* The NASD By-Laws define a person “associated with a member” as every sole proprietor, partner, officer, director or branch manager of any member, or any natural person occupying a similar status or performing similar functions, or any natural person engaged in investment banking or securities business who is directly or indirectly controlling or controlled by such member, whether or not any person is registered or exempt from registration with the NASD. Rule 2110 of the NASD Conduct Rules defines “immediate family” to include parents, mother-in-law or father-in-law, husband or wife, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law, and children and any other person who is supported, directly or indirectly, to a material extent by a member, person associated with a member or other person specified in Rule 2110-1(b)(2).

- (a) 1. Name of the bank from which your payment to the Partnership is being wired (the “Wiring Bank”):

(b) \_\_\_\_\_

(c)

2. Is the Wiring Bank located in the United States or another “FATF Country”<sup>†</sup>?

Yes ☐ No ☐

If yes, please answer question (3) below.

If no, please provide the information described in Item II below.

(a)

- (b) 3. Are you a customer of the Wiring Bank?

Yes ☐ No ☐

If yes, you may skip Item II below, as well as attached additional forms (attached hereto).

If no, please provide the information described in Item II below.

## **II. Additional Information.**

Note: this section applies only to investors who responded “no” to question I(2) or I(3) above. If you answered “yes” to both I(2) and I(3) please skip this Section II as well as the attached additional forms (attached hereto).

The following materials must be provided to the General Partner:

### **For Individual Investors**

- ☐ A government issued form of picture identification (*e.g.*, passport or drivers license).
- ☐ Proof of the individual’s current address (*e.g.*, current utility bill), if not included in the form of picture identification.

### **For Funds of Funds or Entities that Invest on Behalf of Third Parties Not Located in the United States or Other FATF Countries**

- ☐ A certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (*e.g.*, certificate of good standing).
- ☐ An incumbency certificate attesting to the title of the individual executing the Subscription Documents on behalf of the prospective investor (a sample Incumbency Certificate is attached hereto).
- ☐ A completed copy (attached hereto) certifying that the entity has adequate anti-money laundering policies and procedures in place that are consistent with the USA PATRIOT Act, OFAC and other relevant Federal, state or foreign anti-money laundering laws and regulations.
- ☐ A letter of reference from a local office of a reputable bank or brokerage firm which is incorporated, or has its principal place of business located, in the United States or other FATF Country certifying that the prospective investor (*i.e.*, the fund of funds or the entity investing on behalf of third parties) has maintained an account at such bank/brokerage firm for a length of time

<sup>†</sup> As of the date hereof, countries that are members of the Financial Action Task Force on Money Laundering (each an “FATF Country”) are: Argentina, Australia, Austria, Belgium, Brazil, Canada, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Luxembourg, Mexico, Kingdom of the Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, Turkey, United Kingdom, and the United States. The list of FATF Countries may be expanded to include future FATF members and FATF compliant countries, as appropriate.

and containing a statement affirming the prospective investor's integrity (a sample Letter of Reference).

**For All Other Entity Investors**

- ☐ A certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (e.g., certificate of good standing).
- ☐ An incumbency certificate attesting to the title of the individual executing the Subscription Documents on behalf of the prospective Investor (a sample Incumbency Certificate is attached hereto as form G1).
- ☐ A letter of reference from a local office of a reputable bank or brokerage firm which is incorporated, or has its principal place of business located, in the United States or other FATF Country certifying that the prospective investor (i.e., the fund of funds or the entity investing on behalf of third parties) has maintained an account at such bank/brokerage firm for a length of time and containing a statement affirming the prospective investor's integrity (a sample Letter of Reference is attached hereto).
- ☐ If the prospective investor is a privately-held entity, complete the form (attached hereto) listing the name of each person who directly, or indirectly through intermediaries, is the beneficial owner of 25% or more of any voting or non-voting class of equity interests of the prospective investor.
- ☐ If the prospective investor is a trust, a completed copy of form (attached hereto) listing the current beneficiaries of the trust that have, directly or indirectly, 25% or more of any interest in the trust, the settlers or grantors of the trust, and the trustees.

The Investor understands that the foregoing information will be relied upon by the Partnership for the purpose of determining the eligibility of the Investor to purchase Interests in the Partnership. The Investor agrees to provide, if requested, any additional information that may be reasonably required to substantiate the Investor's status as an accredited investor, a qualified client or qualified investor or to otherwise determine the eligibility of the Investor to purchase Interests in the Partnership to the maximum extent permitted by law, the Investor agrees to indemnify and hold harmless the Partnership and each Limited Partner thereof from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained herein.

Signatures:  
PARTNERSHIP, CORPORATION, TRUST, CUSTODIAL  
ACCOUNT OR OTHER ENTITY:

\_\_\_\_\_  
(Name of Entity)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

**INDIVIDUAL:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Joint Party Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)  
(Joint party)

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

**FORM OF INCUMBENCY CERTIFICATE**

The undersigned, being the \_\_\_\_\_ of \_\_\_\_\_,

*Insert Title Name of Entity*

a \_\_\_\_\_ organized under the laws of \_\_\_\_\_

*Insert Type of Entity*

*Insert Jurisdiction of Organization*

**(the "Company"), does hereby certify on behalf of the Company that (i) the persons named below are directors, managers and/or officers of the Company, (ii) the signature at the right of said name, respectively, is the genuine signature of said person, and (iii) the persons listed below are each an authorized signatory for the Company and each is authorized by the Company to give and receive instructions between the Partnership and the Company (including but not limited to requests for redemption). Such persons are the only persons so authorized until further written notice to the Partnership signed by one or more of such persons.**

Name

Title

Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned has hereunto set his hand as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Signatory #1

\_\_\_\_\_  
Print Name and Title of Signatory #1

**THE UNDERSIGNED**, \_\_\_\_\_, a duly authorized \_\_\_\_\_  
*Insert Name of Signatory #2* *Insert Title*

of the Company, does hereby certify that \_\_\_\_\_ is a duly authorized  
*Insert Name of Signatory #1*  
officer of \_\_\_\_\_ and that the signature set forth above is his or her true and correct  
*Insert Name of Company*  
signature.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his hand as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Signatory #2

\_\_\_\_\_  
Print Name and Title of Signatory #2

**ANTI-MONEY LAUNDERING CERTIFICATION FORM FOR FUNDS OF FUNDS OR ENTITIES THAT  
INVEST ON BEHALF OF THIRD PARTIES**

The undersigned, being the \_\_\_\_\_ of \_\_\_\_\_,  
*Insert Title* *Insert Name of Entity*

a \_\_\_\_\_ organized under the laws of \_\_\_\_\_  
*Insert Type of Entity* *Insert Jurisdiction of Organization*

(the "Company"), does hereby certify on behalf of the Company that it is aware of the requirements of the USA PATRIOT Act of 2001, the regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), and other applicable U.S. Federal, state or non-U.S. anti-money laundering laws and regulations (collectively, the "anti-money laundering/OFAC laws"). The Company has anti-money laundering policies and procedures in place reasonably designed to verify the identity of its beneficial holders and their sources of funds. Such policies and procedures are properly enforced and are consistent with the anti-money laundering/OFAC laws such that the Partnership may rely on this Certification.

**The Company hereby represents to the Partnership that, to the best of its knowledge, the Company's beneficial holders are not individuals, entities or countries that may subject the Partnership to criminal or civil violations of any anti-money laundering/OFAC laws. The Company has read the section entitled "Representations and Warranties by Subscriber under USA PATRIOT Act" in the Partnership's Subscription Documents. The Company has taken all reasonable steps to ensure that its beneficial holders are able to certify to such representations. The Company agrees to promptly notify the Partnership should the Company have any questions relating to any of the investors or become aware of any changes in the representations set forth in this Certification.**

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

By: \_\_\_\_\_

Name:

Title:

**FORM LETTER OF REFERENCE**

[LETTERHEAD OF LOCAL OFFICE OF FATF MEMBER BANKING INSTITUTION  
OR BROKERAGE FIRM]

Profits Plus Capital Management, LLC  
2245 North Samantha Ct  
Nampa, Idaho 83687

To whom it may concern:

I, \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, do hereby  
*Name Title Name of Institution*  
certify that \_\_\_\_\_ has maintained an account at our institution for  
*Name of Investor*  
\_\_\_\_\_ years and, during this period, nothing has occurred that would give our institution  
*Insert Period*  
cause to be concerned regarding the integrity of \_\_\_\_\_.  
*Name of Investor*

Do not hesitate to contact me at \_\_\_\_\_ if you have any further

*Insert*

*Telephone No.*  
questions.

Very truly yours,

\_\_\_\_\_  
Name:  
Title:



**BENEFICIAL OWNERSHIP INFORMATION**

**To Be Completed By Entity Investors That Are Privately Held Entities**

**Instructions:** Please complete and return this form and provide the name of every person who is directly, or indirectly through intermediaries, the beneficial owner of 25% or more of any voting or non-voting class of equity interests of the investor. If the intermediary's shareholders or partners are not individuals, continue up the chain of ownership listing their 25% or more equity interest holders until individuals are listed. If there are no 25% beneficial owners, please write none.

Full Name	If Shareholder is an Individual, Insert Name and Address of Principal Employer and Position	Citizenship (for Individuals) or Principal Place of Business (for Entities)

**TRUST OWNERSHIP INFORMATION**

**To Be Completed By Entity Investors That Are Trusts**

**Instructions:** Please complete and return this form and provide the name of: (i) every current beneficiary that has, directly or indirectly, an interest of 25% or more in the trust; (ii) every person who contributed assets to the trust (settlers or grantors); and (iii) every trustee. If there are intermediaries that are not individuals, continue up the chain of ownership listing their 25% or more equity interest holders until individuals are listed.

Full Name and Address	Status (Beneficiary/Settlor/ Trustee)	Citizenship (for Individuals) or Principal Place of Business (for Entities)