

SUBSCRIPTION AGREEMENT FOR SHARES OF _____ STOCK OF ABC ISSUER

This Subscription Agreement is made by and between ABC Issuer, a _____ corporation (the "Company") [_____, a _____ corporation (the "Placement Agent")] and the undersigned prospective purchaser who is subscribing hereby for shares of the Company's [type of security] stock (the "Shares"), pursuant to the Private Placement Memorandum of the Company dated _____ (the "Memorandum," which term includes all exhibits and any amendments thereof and supplements thereto), distributed to a limited number of selected persons in connection with the offering of such Shares.

In consideration of the Company's agreement to accept the undersigned as a securityholder of the Company upon the terms and conditions set forth herein and as further set forth in the Memorandum, the undersigned agrees and represents as follows:

A. SUBSCRIPTION

1. The undersigned hereby subscribes to purchase Shares at \$_____ per Share in the amount indicated on the signature page hereto. Simultaneously with the execution of this Subscription Agreement, the undersigned is paying and delivering to the Company the amount set forth on the signature page below, in the form of a check or wire transfer (the "Payment") payable to "_____ Bank-ABC Issuer Escrow Account" to be deposited with the _____ Bank (the "Escrow Agent").

2. The undersigned understands that the Payment will be held in escrow for his benefit by the Escrow Agent pursuant to the terms of the Escrow Agreement (the "Escrow Agreement") dated as of _____ between the Company and the Escrow Agent. The offering period will terminate on _____, which date may be extended or advanced without notice to subscribers until not later than _____[, by the mutual agreement of the Placement Agent and the Company.] The Payment will be returned promptly, with any interest earned thereon, on the basis described in the Memorandum, in the event that for any reason the purchase and sale of the Shares is not consummated within thirty days following termination of the offering period (such date is hereinafter referred to as the Closing Date and shall in no event be later than _____) or in the event that the undersigned's subscription is rejected.

B. REPRESENTATIONS AND WARRANTIES

1. The undersigned hereby represents and warrants to, and agrees with the Company [and the Placement Agent], as follows:

(a) The Shares are being purchased for the undersigned's own account, for investment purposes only, and not for the account of any other person, and not with a view to distribution, assignment, or resale to others or to fractionalization in whole or in part and that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act of 1933 (the "Act") by virtue of Section 4(2) of the Act and the provisions of Regulation D promulgated thereunder ("Regulation D"). In furtherance thereof, the undersigned represents, warrants, and agrees as follows: (i) no other person has or will have a direct or indirect beneficial interest in such Shares and the undersigned will not sell, hypothecate, or otherwise transfer his Shares except in accordance with the Act and applicable state securities laws or unless, in the opinion of counsel for

the Company, an exemption from the registration requirements of the Act and such laws is available; and (ii) the Company is under no obligation to register the Shares on behalf of the undersigned or to assist the undersigned in complying with any exemption from registration.

(b) The undersigned has been furnished with and has carefully read the Memorandum. In evaluating the suitability of an investment in the Company, the undersigned has not relied upon any representations or other information (whether oral or written) from the Company, [the Placement Agent] or any of [its] [their] agents other than as set forth in Memorandum and no oral or written representations have been made or oral or written information furnished to the undersigned or his advisors, if any, in connection with the offering of the Shares which were in any way inconsistent with the Memorandum.

(c) The Company has made available to the undersigned all documents and information that the undersigned has requested relating to an investment in the Company.

(d) The undersigned recognizes the Company has only recently been organized and that it has little financial or operating history and that investment in the Company involves substantial risks, and he has taken full cognizance of and understands all of the risk factors related to the purchase of Shares, including, but not limited to, those set forth under the caption "Risk Factors" in the Memorandum.

(e) The undersigned has carefully considered and has, to the extent the undersigned believes such discussion necessary, discussed with the undersigned's professional legal, tax and financial advisers the suitability of an investment in the Company for the undersigned's particular tax and financial situation and the undersigned has determined that the Shares are a suitable investment for the undersigned.

(f) All information which the undersigned has provided to the Company concerning the undersigned and the undersigned's financial position is correct and complete as the date set forth below, and if there should be any change in such information prior to the undersigned's acceptance as a securityholder of the Company the undersigned will immediately provide such information to the Company [and the Sales Agent] and will promptly send confirmation of such information to the Company [and the Placement Agent.]

(g) If this Subscription Agreement is executed and delivered on behalf of a partnership, corporation, trust, or estate, (i) the person executing this Subscription Agreement on behalf of the undersigned has been duly authorized and is duly qualified (A) to execute and deliver this Subscription Agreement and all other instruments executed and delivered on behalf of such partnership, corporation, trust, or estate in connection with the purchase of the Shares and (B) to purchase and hold Shares, and (ii) the signature of the person executing this Subscription Agreement on behalf of the undersigned is binding upon such partnership, corporation, trust, or estate, and (iii) such entity has not been formed for the specific purpose of acquiring Shares.

(h) [For Rule 147 offerings] The undersigned is a permanent resident of _____ (or if a corporation, partnership, trust, or estate, its principal office is in _____) and, during the nine-month period following the last closing of the sale of the Shares, the undersigned will not sell or transfer

his Shares to, or receive any consideration for such Shares from, any person who is not a permanent resident of _____.

2. The foregoing representations and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the acceptance hereof by the Company and shall survive thereafter. If such representations and warranties shall not be true and accurate in any respect, the undersigned will, prior to such acceptance, give written notice of such fact to the Company [and the Placement Agent,] specifying which representations and warranties are not true and accurate and the reasons therefor.

3. The undersigned shall indemnify and hold harmless the Company [and the Placement Agent,] or any of [its] [their] officers, employees, registered representatives, directors, or control persons of any such entity who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any actual or alleged misrepresentation or misstatement of facts or omission to represent or state facts made by the undersigned to the Company concerning himself or his financial position in connection with the offering or sale of the Shares which is not remedied by timely notice to the Company [and the Placement Agent] as provided above, against losses, liabilities and expenses for which the Company [and the Placement Agent] or any of [its] [their] officers, employees, registered representatives, directors, or control persons of any such entity have not otherwise been reimbursed (including attorneys' fees, judgments, fines and amounts paid in settlement) as actually and reasonably incurred by such person or entity in connection with such action, suit, or proceeding.

C. PURCHASER REPRESENTATIVE

If the undersigned intends to appoint anyone to serve as a Purchaser Representative (as that term is used in Regulation D of the Securities Act of 1933) the person appointed must fill out appropriate forms to be provided by the Company. Please indicate if the undersigned intends to rely upon one or more Purchaser Representatives:

_____ Yes
_____ No

D. UNDERSTANDINGS

1. The undersigned understands, acknowledges and agrees with the Company [and the Placement Agent] as follows:

(a) This subscription may be rejected, in whole or in part, by the Company [or the Placement Agent] in [its sole discretion] [the sole and absolute discretion of either], at any time prior to the Closing Date, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription.

(b) This subscription is and shall be irrevocable, except that the undersigned shall have no obligations hereunder in the event that (1) this subscription is rejected for any reason or (2) the purchase and sale of Shares is not consummated by the Closing Date.

(c) No federal or state agency has made any finding or determination as to the fairness of this offering for investment, nor any recommendation or endorsement of the shares.

(d) There is no public market for the Shares of any of the Company's securities and there is no certainty that such a market will ever develop. There can be no assurance that the undersigned will be able to sell or dispose of his Shares. Moreover, no assignment, sale, transfer, exchange or other disposition of the Shares can be made other than in accordance with all applicable securities laws. It is understood that in order not to jeopardize the offering's exempt status under Section 4(2) of Regulation D of the Act, the transferee may at a minimum be required to fulfill the investor suitability requirements established in the Memorandum.

(e) All assumptions and projections set forth in the Memorandum have been included therein for purposes of illustration only, and no assurance is given that actual results will correspond with the results contemplated by such assumptions and projections.

(f) There can be no assurance as to the federal or state tax results of an investment in Shares, [including those set forth in the section entitled "Tax Considerations" in the Memorandum.]

[(g) The Sales Agent will receive compensation in connection with the offering and sale of the Shares but is not guaranteeing or assuming responsibility for the operation or possible liabilities of the Company and will not supervise or participate in the operation or management of the Company.]

(h) The information contained in the Memorandum is confidential and nonpublic, and all such information shall be kept in confidence by the undersigned and shall neither be used by the undersigned to the undersigned's personal benefit (other than in connection with his subscription for shares) nor disclosed to any third party for any reason; provided, that this obligation shall not apply to any such information which (i) is part of the public knowledge or literature and readily accessible at the date hereof; (ii) becomes part of the public knowledge or literature and readily accessible by publication (except as a result of a breach of these provisions); or (iii) is received from third parties (except third parties who disclose such information in violation of any confidentiality agreements including, without limitation, any Subscription Agreement they may have with the Company).

(i) The undersigned has such knowledge and experience in financial and business matters that the undersigned is capable of evaluating the merits and risks of investment in the Company and of making an informed investment decision.

(j) The undersigned has had prior personal or business relationships with the Company or its officers or directors or by reason of the undersigned's business or financial experience, has the capacity to protect the undersigned's own interest in connection with this transaction.

2. Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when personally delivered or sent by registered mail, return receipt requested, addressed to the other party at the address of such party set forth in the Memorandum, as amended from time to time, or, in the case of the undersigned, at the address provided in this