



EXHIBIT A

SUBSCRIPTION AGREEMENT

of
Invest 200 Sober Homes LLC
(A Massachusetts Limited Liability Company)

This Subscription Agreement (this “Agreement”) is entered into as of the date set forth below, by and between the undersigned subscriber (the “Subscriber”) and **Invest 200 Sober Homes LLC**, a Massachusetts limited liability company (the “Company”), in connection with the Company’s private offering of limited liability company membership interests (the “Units” or “Interests”), as described in the Company’s Private Placement Memorandum dated September 1, 2025 (the “Memorandum”).

ARTICLE I – SUBSCRIPTION

1.1 Subscription for Units.

The Subscriber hereby irrevocably subscribes for, and agrees to purchase, the number and class of Units set forth on the signature page hereto, at the purchase price specified therein, subject to the terms and conditions of this Agreement, the Memorandum, and the Operating Agreement.

1.2 Acceptance of Subscription.

This subscription is binding upon execution and may not be withdrawn. The subscription shall become effective only upon acceptance by the Manager of the Company, which may accept or reject any subscription, in whole or in part, in its sole discretion, without liability to the Subscriber.

1.3 Payment of Subscription Amount.

The Subscriber shall deliver the full subscription amount contemporaneously herewith by wire transfer of immediately available funds to the Company’s designated account, in accordance with subscription instructions provided separately.

1.4 Admission as a Member.

Upon acceptance, the Subscriber shall be admitted as a Member of the Company, recorded on the books and records of the Company, and deemed bound by the Operating Agreement as if the Subscriber had executed a counterpart thereof.



ARTICLE II – ACKNOWLEDGMENT OF DOCUMENTS

By executing this Agreement, the Subscriber expressly acknowledges and agrees as follows:

2.1 Private Placement Memorandum.

The Subscriber has received, carefully reviewed, and understands the Memorandum, including without limitation **Part V – Risk Factors**, and accepts the risks described therein.

2.2 Operating Agreement.

The Subscriber acknowledges receipt of, and agrees to be bound by, the Operating Agreement of the Company (Exhibit B to the Memorandum), and hereby appoints the Manager as attorney-in-fact to execute, deliver, and record the Operating Agreement (and any amendments thereto consistent with its terms) on behalf of the Subscriber.

2.3 Exhibits Incorporated by Reference.

The Subscriber acknowledges receipt of, and agrees to the provisions contained in, the Exhibits to the Private Placement Memorandum (the “PPM”), each of which is hereby incorporated into this Agreement by reference as if fully set forth herein.

- **Exhibit B – Operating Agreement** (governing document; controls in the event of inconsistency with the PPM)
- **Exhibit C – Investor Suitability Questionnaire** (completed by Subscriber; deemed incorporated upon execution of this Agreement)
- **Exhibit D – GP Bonus Pool Addendum (Class A & B)**
- **Exhibit E – Waterfall & Risk Disclosure Summary** (informational only)
- **Exhibit F – Source of Funds / AML Declaration** (completed by Subscriber)
- **Exhibit G – Cryptocurrency Investment Acknowledgment (if applicable)**
- **Exhibit H – Wire Instructions** (informational only)
- **Exhibit I – Distribution Waterfall Illustration** (informational only)
- **Exhibit J–M – Institutional Add-Ons (Valuation Policy, Redemption Priority, LPAC Charter, Key Person Protocol)** (supplemental governance provisions; informational only, no signature required)
- **Exhibit N – Founder Protection & Economics Disclosure**

By executing this Agreement, the Subscriber (i) certifies the accuracy and completeness of all information provided in Exhibits C and F (and Exhibit G if applicable), without the need for separate execution, and (ii) acknowledges that all Exhibits form an integral part of this Agreement, the Operating Agreement, and the Offering as a whole.

2.4 Binding Effect.

The Subscriber acknowledges and agrees that execution of this Agreement alone is sufficient to bind the Subscriber to all terms of the Memorandum, Operating Agreement, and Exhibits. No additional signatures are required on Exhibits.



ARTICLE III – REPRESENTATIONS AND WARRANTIES

The Subscriber hereby represents, warrants, and agrees for the benefit of the Company, the Manager, and the other Members as follows:

1. **Investment Intent** – The Subscriber is acquiring the Units for investment purposes only, not with a view to resale or distribution.
2. **Accredited Investor / Non-U.S. Status** – If a U.S. person, the Subscriber is an “accredited investor” under Rule 501(a) of Regulation D and has provided supporting documentation. If not a U.S. person, the Subscriber is acquiring the Units in compliance with Regulation S.
3. **Sophistication** – The Subscriber has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of the investment.
4. **Risk Acceptance** – The Subscriber can bear the economic risk of a complete loss of its investment and acknowledges the Units are speculative, illiquid, and subject to restrictions.
5. **Independent Advice** – The Subscriber has consulted its own legal, tax, accounting, and financial advisors, and has not relied upon the Company, the Manager, or affiliates for investment, tax, or legal advice.
6. **Source of Funds** – The funds used to purchase the Units are derived from lawful sources, and neither the Subscriber nor any beneficial owner is subject to OFAC or other U.S. sanctions.
7. **Transfer Restrictions** – The Subscriber understands the Units are restricted securities and may not be sold, assigned, transferred, pledged, or otherwise disposed of except in compliance with securities laws and the Operating Agreement.
8. **Acknowledgment of Risks** – The Subscriber has carefully reviewed **Part V – Risk Factors** of the Memorandum and understands the risks of investment.
9. **Binding Obligation** – This Agreement constitutes a valid and binding obligation of the Subscriber, enforceable in accordance with its terms.

ARTICLE IV – CLASS-SPECIFIC TERMS

- **Class A (Prime Units):** 8% Preferred Return; Waterfall participation; pro rata participation in Class A GP Bonus Pool (20% of GP Net Profit Allocations); limited voting rights on Major Decisions.
- **Class B (Early LP Units):** 8% Preferred Return; Waterfall participation; pro rata participation in Class B GP Bonus Pool (20% of GP Net Profit Allocations); limited voting rights on Major Decisions.
- **Class C (LP Units):** 8% Preferred Return; Waterfall participation only; no GP Bonus Pool; no voting rights (except as required by law).



ARTICLE V – MISCELLANEOUS

5.1 Governing Law. This Agreement shall be governed by, and construed under, the laws of the Commonwealth of Massachusetts.

5.2 Entire Agreement. This Agreement, together with the Memorandum, Operating Agreement, and incorporated Exhibits, constitutes the full agreement of the parties with respect to the subject matter hereof.

5.3 Amendments. This Agreement may be amended only with the written consent of the Company and the Subscriber.

5.4 Counterparts. This Agreement may be executed in counterparts, including electronic or PDF signatures, each of which shall be deemed an original.

5.5 Survival. All representations and warranties of the Subscriber shall survive admission as a Member.

Contact Information:

Invest 200 Sober Homes LLC

100 Summer St., Suite 1600, Boston MA 02110, USA

Website: www.invest200.com

Email: info@invest200.com

Telephone: 617.888.9706

All correspondence, subscription documents, and investor inquiries should be directed to the Company at the address and contact information above.



SIGNATURE PAGE

Important Notice:

Invest 200 Sober Homes LLC and its Manager are **not acting as legal, tax, or financial advisors** to Subscribers. This Agreement is a binding legal document. Subscribers are strongly encouraged to seek independent legal, tax, and financial advice before signing.

Number and Class of Units Subscribed:

- Class A (Prime Units) _____
- Class B (Early LP): _____
- Class C (LP): _____

Total Subscription Amount:

\$ _____ (_____)

SUBSCRIBER: Name (print): _____

Signature: _____ Date: _____

If Entity:

By: _____

Name: _____

Title: _____

ACCEPTED BY:

Invest 200 Sober Homes LLC

By: _____

Name: _____

Title: Manager

Date: _____



EXHIBIT C INVESTOR SUITABILITY QUESTIONNAIRE

for
Invest 200 Sober Homes LLC
(A Massachusetts Limited Liability Company)

Instructions to Investors

This Investor Suitability Questionnaire (this “Questionnaire”) must be completed by each prospective investor (the “Investor” or “Subscriber”) in connection with the subscription for membership interests (“Units” or “Interests”) of Invest 200 Sober Homes LLC (the “Company”).

The purpose of this Questionnaire is to determine whether the Investor qualifies as:

- an “**Accredited Investor**” under Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the “Securities Act”), if a U.S. person; or
- a “**Non-U.S. Person**” under Regulation S, if not a U.S. person.

All responses will be kept strictly confidential, maintained in compliance records, and used solely for regulatory and eligibility determinations. The Company may request supplemental documentation or third-party verification as required by law.

PART I – INVESTOR INFORMATION

1. **Investor Name:** _____
2. **Contact Information**
 - Address: _____
 - Telephone: _____
 - Email: _____
3. **Tax Identification**
 - SSN / EIN: _____
 - Country of Tax Residence: _____
4. **Type of Investor (check one):**
 - ☐ Individual ☐ Joint Individuals ☐ Corporation ☐ Partnership
 - ☐ LLC ☐ Trust ☐ Other: _____
5. **Authorized Representative (if entity)**
 - Name: _____
 - Title: _____



PART II – U.S. INVESTOR STATUS (Accredited Investors)

☐ Not applicable (Investor is a Non-U.S. Person – skip to Part III).

If Investor is a U.S. Person, check all applicable categories:

Individuals

- ☐ Income: \$200,000+ (individual) or \$300,000+ (joint) in each of the two most recent years, with reasonable expectation of same for current year.
- ☐ Net Worth: \$1,000,000+ (excluding primary residence).
- ☐ Professional Certification: Holder of Series 7, Series 65, or Series 82 license.
- ☐ Insider: Director, executive officer, or GP of the Company or its Manager.

Entities

- ☐ Bank, insurance company, registered investment company, BDC, or SBIC.
- ☐ Corporation, partnership, LLC, or trust with total assets > \$5,000,000, not formed for this investment.
- ☐ Family office with AUM > \$5,000,000, including family clients.
- ☐ Entity in which all equity owners are accredited investors.

PART III – NON-U.S. PERSON STATUS (Regulation S)

If Investor is not a U.S. Person, certify:

- ☐ Investor is not a “U.S. Person” under Regulation S.
- ☐ Interests are acquired in an offshore transaction.
- ☐ Investor will not resell into the U.S. except in compliance with the Securities Act.
- ☐ Investor understands that hedging transactions must comply with U.S. securities laws.

PART IV – INVESTOR SUITABILITY & EXPERIENCE

1. Investment Experience:
 - ☐ Real Estate ☐ Private Equity ☐ Hedge Funds ☐ Venture Capital ☐ Other: _____
2. Net Worth (excluding primary residence):
 - ☐ \$1–2 million ☐ \$2–5 million ☐ Over \$5 million
3. Annual Income:
 - ☐ \$200–300k ☐ \$300–500k ☐ Over \$500k
4. % of Net Worth to be Invested:
 - ☐ <10% ☐ 10–25% ☐ >25%
5. Liquidity Needs:
 - ☐ No access needed for at least 5–7 years
 - ☐ May require earlier liquidity
6. Risk Tolerance:
 - ☐ Conservative ☐ Moderate ☐ Aggressive



PART V – ERISA / BENEFIT PLAN INVESTORS

Is the Investor an ERISA plan, governmental plan, IRA, or other benefit plan?

☐ Yes ☐ No

If yes, please describe: _____

PART VI – MANAGER CERTIFICATION (Internal Use Only)

The undersigned, acting in the capacity of Manager of the Company, hereby certifies that:

1. This Questionnaire has been reviewed in full;
2. Based on the information provided, the Investor qualifies as an Accredited Investor or Non-U.S. Person; and
3. The subscription is accepted subject to the Operating Agreement, Subscription Agreement, and applicable law.

Accepted this ____ day of _____, 20

Invest 200 Sober Homes LLC

By: _____

Name: _____

Title: Manager