



EXHIBIT A – SUBSCRIPTION AGREEMENT

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

PRELIMINARY NOTE

This Subscription Agreement (this “**Agreement**”) is being circulated together with the Company’s Private Placement Memorandum dated **September 1, 2025** (the “**Memorandum**”). It is a **preliminary draft prepared by management**. Final legal documents will be issued by independent counsel. Investors’ rights and economics will not be diminished; finalization is intended to strengthen compliance and protections.

ARTICLE I – SUBSCRIPTION

1.1 Subscription for Units.

The undersigned subscriber (the “**Subscriber**”) hereby irrevocably subscribes for, and agrees to purchase, the number and class of Units of **Invest 200 Sober Homes LLC** (the “**Company**”) set forth on the signature page hereto, at the stated purchase price, subject to the terms and conditions of this Agreement, the Memorandum, and the Operating Agreement.

1.2 Acceptance of Subscription.

This subscription shall become effective only upon acceptance by the **Manager, Invest200 Capital Management, LLC, a Delaware limited liability company (the “Manager”)**, which may accept or reject any subscription in its sole discretion, in whole or in part, without liability.

1.3 Payment.

Subscriber agrees to remit the full subscription amount contemporaneously herewith by wire transfer of immediately available funds (or approved cryptocurrency per Exhibit G) to the Company’s designated account.

1.4 Admission.

Upon acceptance, the Subscriber shall be admitted as a Member of the Company, recorded in its official register, and bound by the Operating Agreement as if executed directly.



ARTICLE II – ACKNOWLEDGMENT OF DOCUMENTS

By executing this Agreement, Subscriber expressly acknowledges and agrees:

2.1 Private Placement Memorandum.

Subscriber has received, reviewed, and understands the Memorandum (including **Part V – Risk Factors**) and accepts all risks.

2.2 Operating Agreement.

Subscriber acknowledges and agrees to be bound by the Operating Agreement of the Company (Exhibit B to the Memorandum) and hereby irrevocably appoints **Invest200 Capital Management, LLC** as attorney-in-fact for the purposes described therein.

2.3 Exhibits Incorporated by Reference.

All Exhibits to the Memorandum are incorporated herein by reference and binding on Subscriber, including without limitation:

- Exhibit B – Operating Agreement
- Exhibit C – Investor Suitability Questionnaire (completed and certified via this Agreement)
- Exhibit D – GP Bonus Pool Addendum (Class A & B)
- Exhibit F – AML Declaration
- Exhibit G – Crypto Acknowledgment (if applicable)
- Exhibit N – Founder Protection & Legacy Rights

2.4 Binding Effect.

Execution of this Agreement alone binds Subscriber to all Offering Documents.

ARTICLE III – REPRESENTATIONS & WARRANTIES

Subscriber represents and warrants to the Company and Manager:

1. **Investment Intent** – Units acquired for investment, not resale.
2. **2. Accredited Investor / Non-U.S. Person** – If U.S., Subscriber is accredited under Rule 501(a). If non-U.S., Subscriber represents and warrants that:
 - (a) Subscriber is **not a U.S. Person** as defined in Regulation S;
 - (b) Subscriber is subscribing in an **offshore transaction** (outside the United States);
 - (c) Subscriber has not been solicited within the United States;
 - (d) Subscriber understands that the Units are “restricted securities” and may not be resold into the U.S. or to a U.S. Person for at least **one (1) year**, except in compliance with the Securities Act.
3. **Sophistication** – Subscriber has sufficient knowledge and experience to evaluate this investment.
4. **Risk Acceptance** – Subscriber can bear complete loss of investment.



5. **Independent Advice** – Subscriber has consulted independent legal, tax, and financial advisors.
6. **Source of Funds** – Subscription funds are from lawful sources and not linked to OFAC-listed persons.
7. **Transfer Restrictions** – Subscriber acknowledges Units are restricted securities.
8. **Acknowledgment of Risks** – Subscriber has reviewed and accepts all Risk Factors.
9. **Binding Obligation** – This Agreement is binding and enforceable.

ARTICLE IV – CLASS-SPECIFIC TERMS

- **Class A (Prime Units):** 8% Preferred Return; waterfall participation; 20% GP Bonus Pool share; limited voting on Major Decisions.
- **Class B (Early LP Units):** 8% Preferred Return; waterfall participation; 20% GP Bonus Pool share; limited voting on Major Decisions.
- **Class C (LP Units):** 8% Preferred Return; waterfall participation only; no GP Bonus Pool; no voting rights (except statutory).

ARTICLE V – MISCELLANEOUS

5.1 Governing Law. Massachusetts law governs.

5.2 Entire Agreement. This Agreement, together with the Operating Agreement and Memorandum, constitutes the entire agreement.

5.3 Amendments. Only with written consent of Company and Subscriber.

5.4 Counterparts. May be executed electronically or by PDF.

5.5 Survival. Subscriber's representations survive admission.

5.6 Withholding. If Subscriber is a Non-U.S. Person, the Company may be required to withhold U.S. federal income tax on distributions. Subscriber agrees to provide a properly completed **IRS Form W-8BEN (individual)** or **W-8BEN-E (entity)** as a condition of admission.



SIGNATURE PAGE

Legal Disclosure

Before signing this Agreement or subscribing for Units, each prospective investor is strongly advised to consult with their own independent legal counsel, tax advisor, and financial advisor regarding the legal, tax, financial, and other consequences of an investment in the Company. Neither the Company, the Manager, nor their affiliates are providing legal, tax, or investment advice to Subscribers.

☐ **U.S. Accredited Investor (Reg D 506(c))**

☐ **Non-U.S. Person (Reg S)**

Number and Class of Units Subscribed:

- Class A (Prime Units): _____
 - Class B (Early LP Units): _____
 - Class C (LP Units): _____
- Total Subscription Amount: \$** _____

SUBSCRIBER:

Name (Print): _____

Signature: _____

Date: _____

If Entity:

By: _____

Name: _____

Title: _____

ACCEPTED BY COMPANY

Invest 200 Sober Homes LLC

By: **Invest200 Capital Management, LLC**, its Manager

By: _____

Name: _____

Title: Authorized Signatory

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 Units (membership 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 U.S. Securities Act of 1933, as amended (the “Securities Act”), if a U.S. Person; or
- a “**Non-U.S. Person**” under Regulation S of the Securities Act, 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 and its Manager 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 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 is a resident of: _____ (Country).
- ☐ Investor is subscribing from outside the United States.
- ☐ Investor acknowledges distributions may be subject to U.S. withholding tax and agrees to submit Form W-8BEN / W-8BEN-E.
- ☐ Investor confirms investment complies with laws of their home jurisdiction (foreign exchange, securities laws, etc.).
- ☐ 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 Company's Operating Agreement, Subscription Agreement, and applicable law.

Accepted this _____ day of _____, _____

Invest 200 Sober Homes LLC

By: _____

Name: _____

Title: Authorized Signatory of **Invest200 Capital Management, LLC** (Manager)