

## CREEKSTONE TRANSPORTATION PARTNERS, LLLP

---

Name of Offeree: \_\_\_\_\_

Copy No. \_\_\_\_\_

### **SUBSCRIPTION BOOKLET**

This Subscription Booklet contains a Subscription Agreement and Investor Questionnaire for use only in connection with the private offering of Limited Partner Interest of Creekstone Transportation Partners, LLLP, a Delaware limited liability limited partnership (the "**Partnership**"). This Subscription Booklet may not be used by any person who is not designated as the "Offeree" above.

---

### **INSTRUCTIONS**

- 1) Review this Subscription Booklet, the Private Placement Memorandum of Creekstone Transportation Partners, LLLP, dated May 3, 2021, and the Limited Partnership Agreement of Creekstone Transportation Partners, LLLP, dated May 3, 2021.
- 2) Complete the Subscription Agreement on page 8 of this Subscription Booklet. A completed Subscription Agreement will contain the following:
  - (a) The number of Units subscribed for and Capital Contribution amount;
  - (b) Subscriber's printed signature and name;
  - (c) Subscriber's full address for notices and communications and email address; and
  - (d) The date that Subscriber signed the Subscription Agreement.
- 3) Complete the Substitute Form W-9 (page 9 of this Subscription Booklet).
- 4) Complete the Investor Questionnaire ((pages 10-11 of this Subscription Booklet).
- 5) Include a check for the appropriate subscription amount (number of Units subscribed for multiplied by \$10.00) made payable to "Creekstone Transportation Partners."
- 6) Send the entire Subscription Booklet containing completed documents, and a check for the applicable cash payment, to:

Creekstone Transportation Partners, LLLP  
132 Forest Ave.  
Marietta, Georgia 30060  
Attn: Creekstone Forest, Inc.

ALL SUBSCRIPTION DOCUMENTS WILL BE REVIEWED FOR COMPLETENESS AND SPECIFICITY, AND IF FOUND TO BE DEFICIENT, MAY BE REJECTED UPON ADVICE OF COUNSEL TO THE PARTNERSHIP. IF THE GENERAL PARTNER PERMITS NON-U.S. RESIDENTS TO SUBSCRIBE FOR UNITS, THE GENERAL PARTNER SHALL PROVIDE A SUBSCRIPTION BOOKLET SPECIFICALLY PREPARED FOR NON-U.S. RESIDENTS.

## CREEKSTONE TRANSPORTATION PARTNERS, LLLP

### SUBSCRIPTION AGREEMENT

The undersigned (the “**Subscriber**”) desires to purchase certain Limited Partner Interests (the “**Units**”) of Creekstone Transportation Partners, LLLP, a Delaware limited liability limited partnership (the “**Partnership**”), upon the terms and subject to the conditions set forth in that certain Private Placement Memorandum of Creekstone Transportation Partners, LLLP, dated May 3, 2021, attached hereto as Attachment C (the “**PPM**”); that certain Limited Partnership Agreement of the Partnership in the form attached to the PPM as Exhibit A (the “**Partnership Agreement**”); together with this Subscription Agreement, the “**Partnership Documents**”). Capitalized terms used but not defined herein shall have the meanings given to such terms in or pursuant to the Partnership Agreement.

Subscriber hereby agrees as follows:

1. Subscription for Units; Capital Commitment and Capital Contribution.

(a) Subject to the terms and conditions set forth in the Partnership Documents, Subscriber hereby (i) subscribes for, and agrees to purchase from the Partnership, certain Units representing a Limited Partner Interests in the Partnership in the amount set forth on the signature page hereof, (ii) makes a Capital Commitment (“**Capital Commitment**”) to the Partnership in the amount set forth on the signature page hereof, and (iii) agrees to make the Capital Contribution (“**Capital Contribution**”) to the Partnership in the amount set forth on the signature page hereof. Unless otherwise agreed to in writing by Creekstone Forest, Inc., a Georgia corporation, the General Partner of the Partnership (the “**General Partner**”), the Capital Commitment and the Capital Contribution shall be the same amount and Subscriber’s Capital Contribution will be due and payable upon delivery of this Subscription Agreement. Subscriber agrees to be bound by the terms and conditions of the Partnership Documents upon the acceptance of this Subscription Agreement by the Partnership.

(b) Subscriber understands and agrees that the Partnership reserves the right to accept or reject this subscription for Units for any reason or no reason, in whole or in part, as applicable to Subscriber. If all or any portion of the subscription is rejected, the applicable portion of any Capital Contribution payment will be promptly returned to Subscriber, and this Subscription Agreement shall have no force and effect as to such returned portion of such Capital Contribution. Upon acceptance of all or a portion of the Capital Contribution and this subscription by the Partnership, Subscriber shall become a limited partner of the Partnership (a “**Limited Partner**”) and be bound by the terms and conditions of the Partnership Documents.

2. Representations and Warranties of Subscriber. Subscriber hereby represents and warrants to the Partnership and the General Partner as follows, and Subscriber acknowledges that such persons intend to rely on such representations and warranties:

(a) SUBSCRIBER HAS READ CAREFULLY AND UNDERSTANDS EACH OF THE PARTNERSHIP DOCUMENTS AND HAS CONSULTED WITH SUCH SUBSCRIBER’S OWN ATTORNEYS, ACCOUNTANTS AND INVESTMENT ADVISORS WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR SUBSCRIBER. ANY SPECIFIC ACKNOWLEDGMENT SET FORTH BELOW WITH RESPECT TO ANY STATEMENT CONTAINED IN THE PARTNERSHIP DOCUMENTS SHALL NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.

(b) The Partnership has made available to Subscriber, prior to the purchase of Units by Subscriber, the opportunity to ask questions of and receive answers from representatives of the Partnership concerning the terms and conditions of the purchase of the Units, and to obtain any additional information relative to the financial data and business of the Partnership, to the extent that such information

was available to the Partnership or could be acquired without unreasonable effort or expense. Subscriber acknowledges that in making a decision to subscribe for Units, Subscriber has relied solely on the Partnership Documents and on an independent investigation made by Subscriber. Subscriber is not relying on the Partnership, its officers, employees, agents or any other person or entity, with respect to the legal, tax and other economic considerations involved in this investment, other than Subscriber's own professional advisors. Subscriber's investment in the Partnership is consistent with the investment purposes, objectives and cash flow requirements of Subscriber and will not adversely affect Subscriber's overall need for diversification or liquidity.

(c) Subscriber acknowledges that Subscriber is not subscribing pursuant hereto for Units as a result of or pursuant to: (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media (including any Internet site that is not password-protected) or broadcast over telephone or radio; or (ii) any seminar or meeting whose attendees, including Subscriber, had been invited as a result of, or pursuant to, any of the foregoing. Subscriber has not reproduced, duplicated, delivered or made available, and will not reproduce, duplicate or make available, the Partnership Documents to any other person, except to Subscriber's professional advisors or as instructed by the Partnership.

(d) Subscriber acknowledges that:

(i) Subscriber understands that the investment is not a deposit or a bank account and is not insured by the Federal Deposit Insurance Corporation or any other governmental agency and that Subscriber may have to bear the economic risk of the investment in the Units until the termination of the Partnership;

(ii) the Units have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or under the securities laws and regulations of any state of the United States or any other jurisdiction and, therefore, cannot be resold unless the Units are subsequently registered under the Securities Act and under applicable securities regulations whether in any state or other political subdivision thereof or in any other jurisdiction, or unless an exemption from each such registration is available;

(iii) Subscriber is purchasing the Units for investment for the account of Subscriber and not with any present view toward resale or other distribution thereof,

(iv) Subscriber shall not be permitted to transfer, assign, resell or otherwise dispose of all or any part of the Units purchased by Subscriber, except as permitted by applicable law, including, without limitation, the Securities Act and the applicable provisions of the Partnership Agreement;

(v) subject to the terms of the Partnership Agreement, in certain events, the substitution of another Person for Subscriber is subject to the prior written consent of the General Partner; and

(vi) the Partnership is under no obligation to register the Units under the Securities Act or to assist Subscriber in complying with any exemption from registration under the Securities Act.

(e) Subscriber understands that the Partnership requires each Subscriber to complete Attachment A hereto in order to ensure compliance with the requirements of the Securities Act, and Subscriber acknowledges that one or more of the categories set forth on Attachment A hereto correctly and in all respects describes Subscriber, and Subscriber has so indicated by marking with an "X" on the blank line preceding the category that so describes Subscriber.

(f) Subscriber understands and has evaluated the risks of a purchase of, and the holding of, the Units subscribed for hereunder.

(g) Subscriber recognizes that neither the Partnership, nor any other person, has promised, represented or guaranteed: (i) the safety of any investment in the Partnership; (ii) that the Partnership will be profitable; or (iii) that any investment return will be achieved, and, further, that any such promise, representation, or guaranty, if made, would be strictly unauthorized and should not be relied on.

(h) Subscriber received the Partnership Documents and first learned of the investment in the state listed in the residence address of Subscriber below.

(i) Subscriber understands that the Partnership will not be registered under the U.S. Investment Partnership Act of 1940, as amended (the “Investment Partnership Act”), because the Partnership’s intended method of operation should not result in the Partnership being considered to be primarily engaged in the business of investing in securities or otherwise within the definition of an “investment company” in Section 3(a) (1) of the Investment Partnership Act. In the event the Partnership’s operations are conducted in such a manner so as to cause it to fall within the definition of “investment company” under Section 3(a) (1), the Partnership will be excepted from registration under the Investment Partnership Act by Section 3(c) (1) thereof because it will be beneficially owned by fewer than 100 owners and will not make a public offering of its Units. Subscriber understands that the Partnership requires each Subscriber that is not an individual natural person to complete Attachment B hereto in order to ensure compliance by the Partnership with the requirements of the Investment Partnership Act, and Subscriber, if other than an individual natural person, acknowledges that Subscriber has properly responded to each of the questions on Attachment B.

(j) Subscriber has the requisite power and authority to execute and deliver this Subscription Agreement and the Partnership Agreement and any other document executed and delivered by Subscriber in connection herewith and therewith, and such execution and delivery does not violate, or conflict with, the terms of any agreement or instrument to which Subscriber is a party or by which Subscriber is bound. Subscriber, if other than an individual natural person, is duly organized or, if a trust, duly established pursuant to a valid trust instrument, validly existing and in good standing under the laws of the jurisdiction wherein it is organized. This Subscription Agreement, the Partnership Agreement and any other document executed and delivered by Subscriber in connection herewith and therewith have been duly authorized, validly executed and delivered by Subscriber and, assuming the due authorization, valid execution and delivery thereof by the Partnership, are the valid and legally binding obligation of Subscriber, enforceable against Subscriber in accordance with their respective terms.

(k) Subscriber is not acquiring the Units with a view to realizing any benefit under United States federal income tax laws and no representations have been made to Subscriber that any such benefits will be available as a result of Subscriber’s acquisition, ownership or disposition of the Units.

(l) Subscriber has not borrowed and will not borrow any portion of Subscriber’s Capital Contribution, either directly or indirectly, from the Partnership.

(m) The social security number or federal tax identification number, as applicable, indicated on the Signature Page signed by such Subscriber is such Subscriber’s true and correct social security number or federal tax identification number, as applicable.

(n) Subscriber is not subject to backup withholding because: (i) Subscriber is exempt from backup withholding; (ii) Subscriber has not been notified by the IRS that Subscriber is subject to backup withholding as a result of a failure to report all interest or dividends; or (iii) the IRS has informed Subscriber that Subscriber is no longer subject to backup withholding.

(o) Subscriber understands that: (i) the Partnership has no or limited financial or operating history; and (ii) no governmental agency, whether in the United States or any state or other political subdivision thereof or in any other jurisdiction, has passed upon the Units or made any findings or determination as to the fairness of this investment to Subscriber.

(p) Subscriber understands that Taylor English Duma LLP, Atlanta, Georgia, acts as counsel to the Partnership and its General Partner. Subscriber also understands that, in connection with this offering of Units and any advice to the Partnership, Taylor English Duma LLP will not be representing any Subscriber and that no independent counsel has been retained by the Partnership to represent Subscribers.

(q) Subscriber understands and agrees that, although the Partnership will use its reasonable efforts to keep the information provided in the answers to this Subscription Agreement strictly confidential, the Partnership may present this Subscription Agreement and the information contained herein to such parties (e.g., affiliates, attorneys, auditors and administrators) as they deem necessary or advisable to facilitate the acceptance and management of Subscriber's Capital Contribution or other Capital Contributions, including, but not limited to, in connection with anti-money laundering and similar laws, or if called upon to establish the availability under applicable law of an exemption from registration of the Units, or if the contents thereof are relevant to any issue in any action, suit or proceeding to which the Partnership and agents are a party or by which they are, may be or become bound or otherwise.

(r) Subscriber is not: (i) a Non-Qualified Person (as hereinafter defined); or (ii) acting or purporting to act hereunder for the account or benefit of any Non-Qualified Person. Subscriber will notify the Partnership immediately if Subscriber becomes a Non-Qualified Person at any time before or during the time Subscriber holds or owns Units. For purposes of this Subscription Agreement, the term "**Non-Qualified Person**" means a person or persons holding any Units in breach of any restriction imposed by the Partnership Agreement and any other person to whom a transfer to, or holding by, such person of Units would:

(1) result in the Partnership's being in breach of any law or requirement of any country or governmental authority in any jurisdiction, whether on its own or in conjunction with any other relevant circumstances;

(2) result in the Partnership incurring greater tax liability than it would otherwise have incurred or suffered;

(3) cause the Partnership to be required to be registered under any statute, law or regulation, whether as an investment company, collective investment program or trust scheme, or otherwise, or to become subject to any other or more burdensome governmental regulation not previously applicable to it; or

(4) cause the Partnership to be required to apply for registration or comply with any registration requirements in respect of the Units, whether in the United States or any state or other political subdivision thereof or in any other jurisdiction.

For purposes hereof, "**Non-Qualified Person**" also means any: (i) person or entity: (A) listed in the Annex to Executive Order No. 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "**Executive Order**"), as supplemented from time to time and which is posted on the website of the U.S. Department of the Treasury ([www.treas.gov](http://www.treas.gov)); (B) named on the List of Specially Designated Nationals and Blocked Persons published and maintained by the Office of Foreign Assets Control ("**OFAC**") (the "**SDN List**"), as supplemented from time to time, and which is posted on the website of the U.S. Department of the Treasury ([www.treas.gov/ofac](http://www.treas.gov/ofac)); (C) a "**Designated National**" as defined in the Cuban Asset Control Regulations, 31 C.F.R. Part 515; or (D) included on any other similar list issued by any governmental authority; (ii) a person in violation of any domestic or foreign law related to or

designed to protect against terrorism and money laundering (including, without limitation, 18 U.S.C. §§ 1956 and 1957, the U.S. International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001 (Title III of the USA PATRIOT Act of 2001 (the “**Patriot Act**”)) or the foreign asset control laws of the U.S. Department of the Treasury); (iii) a foreign shell bank<sup>1</sup>; (iv) a senior non-U.S. political figure or an immediate family member or close associate<sup>2</sup> of such figure; (v) a resident in, or organized or chartered under the laws of: (a) any jurisdiction that has been designated by the Secretary of Treasury under §§ 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns; or (b) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which such designation the United States representative to such group or organization continues to concur; or (vi) a person otherwise prohibited from investing in the Partnership pursuant to applicable laws, regulations, rules or orders (including without limitation any anti-money laundering, anti-terrorist and foreign asset control laws, regulations, rules or orders).

3. **Closings.** The closing (the “**Closing**”) of the sale and purchase of Subscriber’s Units shall take place at such time as the Partnership has accepted Subscriber’s Subscription Agreement and Capital Contribution. The Partnership will give Subscriber prompt notice of the Closing and deliver to Subscriber a counterpart of the Partnership Agreement and the Subscription Agreement, which shall have been executed by Subscriber and the General Partner on behalf of the Partnership.

4. **Agreements with Other Partners.** The Partnership and each other Subscriber participating in the PPM has executed or shall execute and deliver a subscription agreement substantially identical to this Subscription Agreement (except as to the number of Units to be purchased), in which such other Subscriber has agreed to subscribe for, and to purchase from the Partnership, Units of the Partnership and has made or shall make substantially the same representations and warranties as made by Subscriber herein, with such changes as are appropriate to reflect the legal form and jurisdiction of residence. The purchases of the Units by Subscriber and the other Subscribers are to be separate offers and sales by the Partnership.

5. **Representations of Subscribers Specifically Formed or Recapitalized to Acquire Units.** If Subscriber is an entity and was specifically formed or specifically capitalized to acquire Units, then such Subscriber hereby represents and warrants to, and agrees with, the Partnership as follows:

(a) **Compliance with Rule 502(c).** Such Subscriber has not, nor has any person or entity acting on its behalf, engaged in general solicitation or general advertising in violation of Rule 502(c) promulgated under the Securities Act with respect to the offer and sale of the securities of Subscriber.

(b) **Accredited Investor.** Each holder of an equity interest in such Subscriber (each, a “**Parent**”) is an “**Accredited Investor**” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, and such Subscriber has obtained from each Parent certifications, and has obtained from each such Parent information, substantially similar to the certifications made, and the information furnished, by such Subscriber in Attachment A delivered to the Partnership in connection with this subscription.

(c) **Investment Intent.** Each Parent in such Subscriber is acquiring its interest in Subscriber for such Parent’s own account for investment, and not with a view to any distribution, resale, subdivision, or fractionalization thereof in violation of the Securities Act or any other applicable domestic

---

<sup>1</sup> A non-U.S. bank that is barred, by the terms of its banking license, from doing business within the country that issued the license.

<sup>2</sup> A person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, including, without limitation, a person who is in a position to conduct substantial financial transactions on behalf of such figure.

or foreign securities law, and such Parent does not have any present plans to enter into any contract, undertaking, agreement, or arrangement for any such distribution, resale, subdivision, or fractionalization.

(d) Access. Subscriber has made available to such Parent or such Parent's representatives all agreements, documents, records, and books that such Parent or such Parent's representatives have requested relating to an investment in Subscriber. Such Parent has had a full opportunity to ask questions of and receive answers from Subscriber or a Person acting on behalf of Subscriber concerning the terms and conditions of such Parent's investment in Subscriber and Subscriber's investment in the Partnership, and all questions asked by such Parent have been adequately answered to the full satisfaction of such Parent.

(e) Illiquidity; Risk. Each Parent has been advised and understands that substantial restrictions will exist on transferability of the Units, that no market for resale of any such Units exists or is expected to develop, that Subscriber may not be able to liquidate Subscriber's investment in the Partnership and, accordingly, that such Parent may not be able to liquidate the Parent's investment in Subscriber. Each Parent has been advised and understands that any instruments representing an ownership interest in the Partnership and such Subscriber may bear legends restricting the transfer thereof. Each Parent has been advised and understands that investment in Subscriber entails a very high degree of risk and understands fully the risks associated with the operation of the Partnership and Subscriber, such Parent's investment in Subscriber, and Subscriber's investment in the Partnership.

(f) Economic Loss and Sophistication. Each Parent is able to bear the economic risk of losing its entire investment in Subscriber by virtue of Subscriber's investment in the Partnership. Each Parent's aggregate commitment to investments which are not readily marketable is not disproportionate to such Parent's net worth. Each Parent's investment in Subscriber will not cause such overall commitment to become excessive. Each Parent has such knowledge and experience in financial and business matters that the Parent is capable of evaluating the risks and merits of its investment in Subscriber.

(g) Investment Partnership Act. Subscriber has advised each Parent that the Partnership has not been registered as an investment company under the Investment Partnership Act in reliance upon an exemption from registration thereunder, and each such Parent understands that Subscriber's Units may not be sold, offered for sale, transferred, pledged, hypothecated, or otherwise disposed of in any manner that would require the Partnership to register as an investment company under the Investment Partnership Act. Subscriber has advised each Parent that the Partnership has no obligation and does not intend to register any Units.

6. Representations of the Partnership. The Partnership represents and warrants to Subscriber that, as of the date of the Closing at which Subscriber is admitted to the Partnership as a limited partner, the Partnership shall have been duly and validly organized and shall be validly existing as a liability limited partnership under the laws of the State of Delaware, shall have full power and authority to own and manage the assets to be owned by it as described in the Partnership Agreement, and to conduct the business in which it intends to engage as described in the Partnership Agreement, and is or will become qualified under the laws of all other jurisdictions in which such qualification is necessary to enable it to engage in such business.

7. Survival of Agreements, Representations and Warranties. All agreements, representations and warranties contained herein or made in writing by or on behalf of Subscriber in connection with the transactions contemplated by this Subscription Agreement shall survive the execution and delivery of this Subscription Agreement by Subscriber, any investigation at any time made by the Partnership on its behalf, and the sale and purchase of Subscriber's Units and the Capital Contribution therefor.

8. Indemnity. Subscriber covenants and agrees to indemnify and hold harmless the Partnership, its Limited Partners, the General Partner, and their respective officers, employees and agents, and each other person, if any, that controls, is controlled by, or is under common control with, any of the foregoing (within the meaning of Section 15 of the Securities Act), from and against any and all loss,

liability, claim, damage, cost and expense whatsoever (including, without limitation, any and all costs and expenses incurred in investigating, preparing or defending against any claim whatsoever, including, without limitation, legal fees and disbursements) arising out or based upon: (i) any false representation or warranty made by Subscriber or Subscriber's breach or failure to comply with any covenant or agreement made by Subscriber in this Subscription Agreement, the Partnership Agreement or any other document furnished by Subscriber to any of the foregoing in connection with this transaction; or (ii) any action for securities law violations instituted by Subscriber which is finally resolved by judgment against Subscriber.

9. Invalidity. If any provision of this Subscription Agreement is invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such applicable law. The invalidity or unenforceability of any provision hereof under any applicable law shall not affect the validity or enforceability of any other provision hereof, and to that extent the provisions hereof shall be severable.

10. Forced Withdrawal. If any answer provided or background documentation required under this Subscription Agreement is found to be false, forged or misleading, or in the event of delay or failure by Subscriber or, if a Limited Partner, the Limited Partner to produce any information required for verification purposes, Subscriber understands that the Partnership may, in its sole and absolute discretion, require Subscriber to fully withdraw from the Partnership.

11. Additional Information. The Partnership and its agents may request from Subscriber such additional information as the Partnership may deem necessary to evaluate the eligibility of Subscriber to acquire Units, and may request from time to time such information as it may deem necessary to determine the eligibility of Subscriber to hold Units or to enable the Partnership to determine its compliance with applicable regulatory requirements or its tax status, and Subscriber agrees to promptly provide such information as may be requested.

12. Notice of Changes. Subscriber agrees to notify the Partnership promptly if there is any change with respect to any of the information, agreements, representations or warranties made herein, and to promptly provide the Partnership with such further information as it may reasonably require.

13. Counterparts. This Subscription Agreement may be executed through the use of separate signature pages or in any number of counterparts (including by way of electronic transmission). All such counterparts shall, for all purposes, constitute one and the same agreement binding on all of the parties, notwithstanding that all parties do not execute the same counterpart.

14. Subscriber Expenses. Subscriber will pay its own expenses relating to this Subscription Agreement and the purchase of the Units hereunder.

15. Amendments. This Subscription Agreement or any term hereof may not be changed, waived, discharged or terminated except with the written consent of Subscriber and the Partnership.

16 Partnership Agreement Signature Page. Concurrently with the Partnership's acceptance of Subscriber's subscription, Subscriber shall be deemed to have duly executed and delivered to the Partnership a signature page to the Partnership Agreement, representing such Subscriber's agreement to the terms of the Partnership Agreement and Subscriber hereby appoints the Partnership as its attorney-in-fact, with power of substitution, to affix Subscriber's name to a conformed copy of the Partnership Agreement. Subscriber hereby adopts, accepts and agrees to be bound by all terms and conditions of the Partnership Agreement and to perform all obligations therein imposed upon Subscriber in Subscriber's capacity as a Limited Partnership of the Partnership, including without limitation Capital Contributions to the Partnership as required from time to time by the Partnership Agreement. By executing this Agreement, Subscriber (on behalf of Subscriber and Subscriber's successors and transferees) hereby makes, constitutes, and appoints the Partnership (acting by or through the General Partner), with full power of substitution and resubstitution in the General Partner (in its sole discretion), Subscriber's true and lawful attorney-in-fact ("Attorney")



for and in Subscriber's name, place, and stead and for its use and benefit, to prepare, execute, certify, acknowledge, swear to, file, deliver, or record any or all of the following:

(a) any agreement, certificate, report, consent, instrument, filing or writing made by or relating to the Partnership that the Attorney deems necessary, desirable or appropriate for any lawful purpose, including without limitation: (i) establishing the Partnership under the Delaware Revised Uniform Limited Partnership Act; (ii) admitting or changing Limited Partner or substituting Limited Partner with respect to the Partnership (including without limitation admitting Subscriber as a Limited Partner of the Partnership, in each case as determined by the Attorney); (iii) qualifying the Partnership to do business in any jurisdiction; or (iv) complying with any law, agreement, or obligation applicable to the Partnership;

(b) any agreement, certificate, report, consent, instrument, filing or writing made by or relating to the Partnership that the Attorney deems necessary, desirable or appropriate to effectuate the capitalization of, business purposes of, or the dissolution, termination, or liquidation of the Partnership pursuant to applicable law or the respective terms of the Partnership Agreement, or any certificate of operation of the Partnership;

(c) any agreement, certificate, report, consent, instrument, filing or writing relating to organization, formation, structuring, capitalization, operation or disposition of any business or assets of the Partnership; or

(d) any amendment to or modification or restatement of the Partnership Agreement or any other agreement, certificate of operation, certificate, report, consent, instrument, filing, or writing of any type described in subsection (a) or (b) of this Section 16, provided that any amendment of or modification to the Partnership Agreement shall first have been adopted in accordance with the respective terms thereof.

Subscriber acknowledges and agrees that the power of attorney hereby granted is coupled with an interest, is irrevocable, and shall not be affected by and shall survive Subscriber's death, legal incapacity, dissolution, liquidation or termination, or the transfer of all or any part of Subscriber's Units. The power of attorney granted hereby shall be binding upon any successor or transferee (whether by operation of law or otherwise) of all or any part of Subscriber's Units. The Attorney's execution or delivery of any agreement, certificate of limited partnership, certificate, report, consent, instrument, filing or writing of any type described in this Section 16 hereof shall be conclusive evidence (as to any Person) that such execution or delivery was authorized hereby. SUBSCRIBER INTENDS FOR THE AUTHORIZATIONS AND AGREEMENTS IN THIS SECTION 16 TO REMAIN IN FORCE AND NOT BE AFFECTED IF SUBSCRIBER SUBSEQUENTLY BECOMES MENTALLY OR PHYSICALLY DISABLED OR INCOMPETENT, AND DOES HEREBY DIRECT THAT NO FILING OF AN INVENTORY NOR POSTING OF A SURETY BOND BE REQUIRED.

17. General. This Subscription Agreement: (i) shall be binding upon Subscriber and the successors and assigns of Subscriber; (ii) shall be governed, construed and enforced in accordance with the internal laws of the State of Delaware (except insofar as affected by the state or foreign securities or "Blue Sky" laws of the jurisdiction in which the offering described herein has been made to Subscriber as aforesaid); (iii) shall survive the admission of Subscriber as a Limited Partner of the Partnership; and (iv) shall, if Subscriber consists of more than one person, be the joint and several obligation of all such persons. This Agreement and the Partnership Documents contain the entire agreement among the parties with respect to the matters described herein, and supersede all prior agreements and statements, written or oral, with respect thereto.

18. USA Patriot Act. Subscriber understands and acknowledges that the Partnership may be subject to certain provisions of the Patriot Act, including, but not limited to, Title III thereof, the International Money Laundering and Abatement and Anti-Terrorist Financing Act of 2001. Subscriber understands and acknowledges, that pursuant to Title III, the Partnership may be required to take specified

special measures, including, but not limited to: (i) record keeping and reporting the nature of a transaction and the identity of all participants to a transaction, including beneficial ownership and the legal capacity in which each party thereto is acting; (ii) providing information maintained pursuant to Title III to appropriate U.S. federal banking agencies and U.S. federal law enforcement officers upon receipt of a service, summons or written request, as applicable; (iii) identifying and verifying the identity of Limited Partners and consulting lists of known or suspected terrorists or terrorist organizations provided to the Partnership to determine if a Limited Partner is on any such list; and (iv) filing Suspicious Activity Reports with the appropriate federal agencies. Subscriber understands and acknowledges that pursuant to Title III, if the Partnership is required to report any information with respect to a Limited Partner, the Partnership may be precluded from informing the Limited Partner that such information has been reported. Subscriber understands and acknowledges that failure to comply with the requirements of Title III may result in substantial fines being imposed on the Partnership.

[SIGNATURE PAGES FOLLOW IMMEDIATELY]

**CREEKSTONE TRANSPORTATION PARTNERS, LLLP**  
**Limited Partner Signature Page**

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the date below the undersigned's signature below, to be effective upon acceptance by the Partnership for the purchase of the Partnership's Units.

This page constitutes the signature page for the Subscription Agreement which relates to a subscription for the Partnership's Units in the amount set forth below. Upon acceptance by the Partnership in accordance with this Subscription Agreement, the undersigned shall be admitted as a Limited Partner of the Partnership and hereby authorizes the signature page to the Partnership Agreement executed by the undersigned and delivered herewith to be attached to a counterpart of such Partnership Agreement executed by the Partnership.

<u>UNITS SUBSCRIBED FOR</u>	
Number of Units: _____ (\$10.00 per Unit)	Capital Commitment /Capital Contribution paid with Subscription: \$ _____
<u>SUBSCRIBER SIGNATURE:</u>	
<b><i>Individuals Sign Here:</i></b>	<b><i>Entities Sign Here:</i></b>
_____ Signature Print Name: _____ Date: _____  If Joint Limited Partner, Sign Here:  _____ Signature Print Name: _____ Date: _____	Entity Name: _____  By: _____ Signature of Authorized Representative Name: _____ Title: _____  Date: _____
<u>SUBSCRIBER'S ADDRESSES:</u>	
_____ Notice Address (including City, State and Zip Code)  Email Address: _____	
<u>ACCEPTANCE:</u>	
CREEKSTONE TRANSPORTATION PARTNERS, LLLP By: Creekstone Forest, Inc., its General Partner  By: _____ Date: _____ Name: Craig Culpepper Its: President	

## FEDERAL INCOME TAX BACKUP WITHHOLDING

Each Subscriber must provide the Partnership with a correct Taxpayer Identification Number (“**TIN**”). An individual’s social security number is his or her TIN. The TIN should be set forth in the space provided in the Substitute Form W-9 below.

Under federal income tax law, any person who is required to furnish his or her correct TIN to another person, and who fails to comply with such requirements, may be subject to a \$50 penalty imposed by the IRS.

If backup withholding applies, the Partnership is required to withhold 20% of payments of interest made to such Subscriber. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS. Certain taxpayers, including all corporations, are not subject to these backup withholding and reporting requirements.

If Subscriber has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, “Applied For” should be written in the space provided for the TIN on the Substitute Form W-9 below. In such case, if the Partnership is not provided with a TIN within 60 days, the Partnership will withhold 20% of interest payments thereafter made to such Subscriber until a TIN is provided.

### SUBSTITUTE FORM W-9

Under penalties of perjury, I certify that: (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a Taxpayer Identification Number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (“**IRS**”) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding.

You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).

Each Subscriber Should Complete this Section:

---

Signature of Subscriber

---

Printed Name/Title (if applicable)

---

Social Security or Employer Identification No.

**Accredited Investor Status**

***\*TO BE COMPLETED BY ALL SUBSCRIBERS\****

Subscriber hereby certifies, pursuant to Section 2(e) of the attached Subscription Agreement<sup>1</sup>, that Subscriber is an "Accredited Investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Subscriber meets each of the following "Accredited Investor" categories marked with an "X":

- ☐ i. a natural person whose individual net worth, or joint net worth with his or her spouse, at the time of his or her purchase exceeds \$1,000,000, excluding the value of the individual's primary residence;
- ☐ ii. a natural person who has an individual income in excess of \$200,000 in each of the two most recent years or joint income<sup>2</sup> with that person's spouse in excess of \$150,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- ☐ iii. a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of making an investment in the Partnership whose purchase of the limited partnership interests offered is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or
- ☐ iv. an entity in which all of the equity owners are Accredited Investors.
- ☐ v. a bank as defined in Section 3(a)(2) of the Securities Act, or a 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;
- ☐ vi. a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**");
- ☐ vii. an insurance company as defined in Section 2(13) of the Securities Act;
- ☐ viii. an investment company registered under the Investment Partnership Act;
- ☐ ix. a business development company as defined in Section 2(a)(48) of the Investment Partnership Act;
- ☐ x. a Small Business Investment Partnership licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended;

<sup>1</sup> Terms not otherwise defined herein shall have the same meanings specified in the Subscription Agreement.

<sup>2</sup> For purposes of this item, "joint income" means adjusted gross income as reported for U.S. Federal income tax purposes, including, without limitation, any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (including, without limitation, any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received which is tax-exempt under Section 103 of the Code, (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), and (iii) any deduction claimed for depletion under Section 611 et seq. of the Code.

- \_\_\_\_\_ xi. 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 such plan has total assets in excess of \$5,000,000;
- \_\_\_\_\_ xii. a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended;
- \_\_\_\_\_ xiii. an (a) organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), (b) corporation, (c) Massachusetts or similar business trust, or (d) partnership, in each case not formed for the specific purpose of making an investment in the Partnership, with total assets in excess of \$5,000,000; or
- \_\_\_\_\_ xiv. a director, executive officer, or general partner of the issuer of the interests being offered or sold, or a director, executive officer, or general partner of a general partner of that issuer.

**Subscription Agreement**  
**ATTACHMENT B**

**Investment Partnership Act Status**

***\*TO BE COMPLETED BY ALL SUBSCRIBERS THAT ARE NOT  
INDIVIDUAL NATURAL PERSONS\****

Subscriber hereby represents and warrants, pursuant to Section 2(i) of the attached Subscription Agreement, that it has correctly answered each of the questions set forth below.

1. When was Subscriber formed? \_\_\_\_\_
2. Is Subscriber primarily engaged in, or proposed to be primarily engaged in, investment, reinvestment or trading in securities (rather than directly operating a business)? (“Yes” or “No”) \_\_\_\_\_
3. What percentage of Subscriber’s total investments (including total Capital Commitments to the Partnership and other funds) will be represented by Subscriber’s Capital Commitment to the Partnership? \_\_\_\_\_%
4. Has Subscriber made investments prior to the date hereof (not including the proposed Capital Commitment to the Partnership)? (“Yes” or “No”) \_\_\_\_\_
5. Do the governing documents of Subscriber require that each beneficial owner of Subscriber participate through his, her or its interests in Subscriber in all of Subscriber’s investments, and that the profits and losses from each such investment are shared among such beneficial owners in the same proportions as all other investments of Subscriber? (“Yes” or “No”) \_\_\_\_\_
6. May any beneficial owner in Subscriber vary his, her or its share of the profits and losses or the amount of his, her or its contribution for any particular investment made by Subscriber? (“Yes” or “No”) \_\_\_\_\_
7. Is Subscriber managed as a device for facilitating individual investment decisions of its beneficial owners, rather than as a collective investment vehicle? (“Yes” or “No”) \_\_\_\_\_
8. Is Subscriber registered as an “investment company” under Section 8 of the Investment Partnership Act? (“Yes” or “No”) \_\_\_\_\_
9. Is Subscriber an “investment company” under Section 3(a)(1) of the Investment Partnership Act, but relies on the Section 3(c)(1) or 3(c)(7) exemptions to be exempt from registration under Section 8? (“Yes” or “No”)\_\_\_\_\_
10. Is Subscriber an “investment company” under Section 3(a)(1) of the Investment Partnership Act, but relies on an exemption other than Section 3(c)(1) or 3(c)(7) to be exempt from registration under Section 8? (“Yes” or “No”) \_\_\_\_\_
11. Is Subscriber not an “investment company” under Section 3(a)(1) of the Investment Partnership Act because the provisions of (a), (b) and (c) below apply to Subscriber:

(a) Subscriber is not primarily engaged in, and is not proposed to be primarily engaged in, investment, reinvestment or trading in securities (rather than directly operating a business or holding securities);

(b) Subscriber is not engaged, and does not propose to be engaged in the business of issuing face amount certificates of the installment type (as defined in Section 2(a)(15) of the Investment Partnership Act); and

(c) Subscriber does not own, and does not propose to acquire, investment securities (meaning all securities except: (A) government securities, (B) securities issued by employees' securities companies, and (C) securities issued by majority-owned subsidiaries of Subscriber which: (i) are not investment companies, and (ii) are not relying on the exemptions from registration under the Investment Partnership Act set forth in Section 3(c)(1) or Section 3(b)(3)) having a value exceeding 40% of the value of Subscriber's total assets (exclusive of government securities and cash items) on an unconsolidated basis.

("Yes" or "No") \_\_\_\_\_

12. If Subscriber: (A) is registered as an "investment company" under the Investment Partnership Act, or is a company relying on the exemptions set forth in Section 3(c)(1) or Section 3(c)(7) of the Investment Partnership Act, and Subscriber will acquire more than 10% of the outstanding ownership interests in the Partnership, or (B) was formed for the purpose of purchasing the Units, each beneficial owner of securities of Subscriber will be considered a beneficial owner of the Units. In such case, Subscriber represents that it will have the following number of beneficial owners of Units: \_\_\_\_\_.



**Subscription Agreement**  
**ATTACHMENT C**

**Private Placement Memorandum**  
*[Attached]*