

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>	
<i>Individuals Sign Here:</i> _____ Signature Print Name: _____ Date: _____ If Joint Limited Partner, Sign Here: _____ Signature Print Name: _____ Date: _____	<i>Entities Sign Here:</i> 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 Agreement¹, 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 income² 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;

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

² 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: _____.

PARTNERSHIP AGREEMENT SIGNATURE PAGE

This page constitutes the signature page of a Limited Partner for the Limited Partnership Agreement.

IN WITNESS WHEREOF, the undersigned Limited Partner has executed this Signature Page on _____, 20__.

FOR INDIVIDUALS:

FOR ENTITIES:

[PRINTED NAME OF ENTITY SUBSCRIBER]:

[PRINTED NAME OF INDIVIDUAL SUBSCRIBER]

By: _____
[PRINTED NAME OF AUTHORIZED SIGNATORY]
[TITLE]

[PRINTED NAME OF JOINT SUBSCRIBER]]

Creekstone Transportation Partners Wire Instructions

Wire funds to:

United Community Bank

Routing number: 061112843

Address:

125 Highway 515 East

Blairsville, GA 30512

For Credit to: Creekstone Transportation Partners, LLLP

Account number: 2072136779