

TRUELINE-GREENVILLE L.L.C.

SUBSCRIPTION AGREEMENT

To: Trueline-Greenville Manager, LLC

Ladies and Gentlemen:

Reference is made to the Confidential Private Placement Memorandum, including any attachments thereto (the “**PPM**”), relating to the offering of limited liability company membership interests (the “**Interests**”) in Trueline-Greenville L.L.C., a South Carolina limited liability company (the “**Company**”), and the Trueline-Greenville L.L.C. Operating Agreement (the “**Company’s Operating Agreement**”), all of which have heretofore been furnished to the undersigned subscriber (the “**Subscriber**” or the “**Investor**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Company’s Operating Agreement.

1. Subscription for Interests.

- (a) *The Interests: Capital Commitment.* Subject to acceptance by Trueline-Greenville Manager, LLC (the “**Manager**”), and any other conditions precedent set forth herein, the Subscriber hereby (i) agrees to invest in the Company by making the financial commitments described herein in the aggregate amount set forth opposite the words “Total Price” on the signature page attached to this Subscription Agreement (the Subscriber’s “**Capital Commitment**”); and (ii) agrees to become a member of the Company (a “**Member**”), to be bound by the Company’s Operating Agreement, and to perform Subscriber’s obligations thereunder.
- (b) *Acceptance of Subscription Agreement.* The Subscriber hereby agrees that the obligations of the Subscriber hereunder will terminate if this subscription is not accepted by the Manager on behalf of the Company. The Subscriber further understands and agrees (i) that this subscription shall not be deemed accepted by the Company until and unless the acceptance at the foot hereof shall have been executed by the Manager and (ii) that the Company, through its Manager, reserves the right to reject for any reason or no reason this subscription in whole or in part.
- (c) *Summary of Documents Being Tendered.* The Subscriber hereby tenders the following documents to Trueline-Greenville L.L.C. via marketplace.vicinitycapital.com/offers/53?preview=NTM=
 - (1) An executed and completed Subscription Agreement and each of Exhibit I (the “**Correspondence and Payment Instructions Questionnaire**”) and Exhibit II (the “**Accredited Investor Questionnaire**”) hereof; and
 - (2) An executed signature page to the Company’s Operating Agreement.

If the Subscriber has designated a “purchaser representative,” as such term is defined by Regulation D (“**Regulation D**”) of the Securities Act of 1933 (the “**Securities Act**”) in connection with an evaluation of the merits and risks of the prospective investment in the Company, then additional documentation may be required.

2. Power of Attorney. In connection with the Interests to be acquired pursuant hereto, the Subscriber hereby irrevocably constitutes and appoints the Manager the true and lawful agent and attorney-in-fact of the Subscriber in the Subscriber's name, place and stead to make, execute, sign and deliver documents as specified in the Company's Operating Agreement. The foregoing grant of authority is a special power of attorney coupled with an interest in favor of the Manager and as such (i) shall survive the bankruptcy, incapacity or death of the Subscriber granting the same and (ii) shall extend to such Subscriber's successors, assigns, and legal representatives.
3. Certain Representations, Warranties and Covenants of the Subscriber. The Subscriber hereby represents, warrants, acknowledges and agrees that:
 - (a) *Power and Authority; Authorization.* The Subscriber has full power and authority to execute and deliver this Subscription Agreement and the Company's Operating Agreement, to appoint the Manager its attorney-in-fact under paragraph 2 above and pursuant to the Company's Operating Agreement, and to subscribe for and to purchase the Interests in the manner provided herein. The Subscriber's execution and delivery of this Subscription Agreement and the Company's Operating Agreement have been duly authorized by all necessary action on the part of the Subscriber and will constitute the legal, valid and binding obligations of the Subscriber, enforceable in accordance with their respective terms.
 - (b) *Non-Conflict with Laws and other Instruments.* The execution and delivery of this Subscription Agreement and the Company's Operating Agreement by the Subscriber, the consummation by the Subscriber of the transactions contemplated hereby and thereby and the performance by the Subscriber of the Subscriber's obligations hereunder and thereunder, will not conflict with, or result in a violation of or default under, any provision of any governing instrument applicable to the Subscriber, or any agreement or instrument to which the Subscriber is a party or by which it or any of its properties is bound, or any permit, franchise, judgment, decree, statute, rule or regulation applicable to the Subscriber or any of the Subscriber's properties.
 - (c) *Knowledge, Experience, Financial Resources, and Opportunity to Verify Information.* The Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company. The Subscriber has previously invested in other illiquid, non-marketable securities and is fully familiar with the risks and merits of investments of this nature. The Subscriber has read the PPM and the Company's Operating Agreement, and understands the speculative nature and risk of loss associated with an investment in the Interests and has sufficient financial resources to bear the loss of Subscriber's entire investment in the Company. The Subscriber has had an opportunity to ask questions of and to receive satisfactory answers to all of its questions regarding the Company or the offering from the Manager or its representatives and has obtained all additional information requested by the Subscriber. The Subscriber acknowledges that it has participated in meetings with management of the Company and is intimately familiar with the matters described in the PPM (including the "Risk Factors"). The Subscriber also understands that the Company will, upon Subscriber's request, make available a copy of any information regarding the Company and its proposed operations that the Company possesses or can obtain without unreasonable expense (the "**Information**"). The Subscriber has thoroughly reviewed the PPM, the Information, if any, and all other materials Subscriber has requested in connection with its decision to make this investment and has obtained any additional information necessary to verify the information contained in the PPM and the Company's Operating Agreement or that is otherwise relevant to the proposed activities of the Company. The Subscriber

acknowledges that it has conducted its own due diligence with respect to the Company, the Interests, and any other matter which the Subscriber believes to be material to a decision to invest in the Company and further acknowledges that it is making its investment decision based on this due diligence.

- (d) *Reliance on Own Professional Advisors.* With regard to the tax, legal, economic and other considerations relating to the Subscriber's investment in the Company, the Subscriber has consulted with and is relying only on the advice of Subscriber's own professional advisors.
- (e) *Accredited Investor Status.* The Subscriber qualifies as an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act and has so indicated by checking the box or boxes next to the category or categories set forth on Exhibit II hereto that correctly describe it.
- (f) *Purchaser Representative.* The Subscriber:
 - has
 - has not

utilized a purchaser representative. If the Subscriber has utilized a purchaser representative, the Subscriber has previously given the Manager written notice of such fact, specifying that such representative is acting as the Subscriber's "purchaser representative" as defined in Rule 501(h) of Regulation D under the Securities Act.

- (g) *Purchase for Investment.* The Subscriber is purchasing the Interests for the Subscriber's own account, for investment purposes only and not with a view towards the resale or distribution thereof. The Subscriber agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of or encumber, directly or indirectly, all or any part of the Interests, whether voluntarily, involuntarily or by operation of law, except in accordance with the terms of the Company's Operating Agreement and applicable provisions of law, including, without limitation, the registration requirements of the Securities Act or an exemption therefrom, and any applicable state or other securities laws. The Subscriber acknowledges and agrees that, under the terms of the Company's Operating Agreement and except as otherwise provided therein, the Interests may not be assigned or otherwise transferred without the prior written consent of the Manager in each instance, in accordance with the Company's Operating Agreement. Accordingly, the Subscriber understands that Subscriber may be required to retain ownership of the Interests and bear the economic risk of its investment in the Company for an indefinite period of time. The Subscriber further acknowledges that no public or other market for Interests in the Company now exists or is likely to exist in the future.
- (h) *Securities Laws.* The Subscriber understands that (i) the offering and sale of Interests in the Company have not been registered under the Securities Act in reliance on the exemption contained in Section 4(a)(2) thereof and the provisions of Rule 506 of Regulation D promulgated thereunder, and the Interests will not be able to be resold without registration under the Securities Act or an exemption therefrom and from any applicable state or other securities laws, (ii) the offering and sale of Interests in the Company have not been registered under the securities laws of any state or other jurisdiction, (iii) the Company's Operating Agreement and the PPM have not been subject to review or comment by the Securities and Exchange Commission or any state securities commission or any similar body or agency of any other jurisdiction, (iv) the Company will

not be registered as an investment company under the Investment Company Act of 1940 (the “Investment Company Act”), and (v) the Manager will not be registered as an investment adviser under the Investment Advisers Act of 1940. Neither the Manager nor any Person acting on the Company’s behalf offered to sell the Subscriber an Interest in the Company by means of any form of general solicitation or advertising, such as media advertising or public seminars.

4. Amendments. Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except with the written consent of the Subscriber and the Manager.
5. Rejection of Subscription. The Subscriber acknowledges that the subscription for the Interests contained herein may be reduced or rejected by the Company, through its Manager, in its sole discretion at any time prior to acceptance by the Manager.
6. General. When accepted by the Company, this Subscription Agreement (i) shall be binding upon the Subscriber and the legal representatives, successors and assigns of the Subscriber, (ii) shall survive the admission of the Subscriber as a Member of the Company, and (iii) shall, if the Subscriber consists of more than one person, be the joint and several obligation of all such persons. If two or more duplicate originals of this Subscription Agreement are executed by the undersigned, when accepted by the Company, each shall be an original but together shall constitute one and the same instrument.
7. Indemnification. The Subscriber (i) acknowledges that the Company and the Manager (as well as their officers, directors, managers, employees, partners, members, attorneys, counsel and affiliates) are relying on the representations, warranties, and acknowledgments of the Subscriber contained herein, and (ii) agrees to indemnify each of them and their respective agents, representatives, officers, directors, managers, partners, employees, stockholders, members, and affiliates against any and all claims, demands, losses, damages, costs, and expenses whatsoever arising as a result of, or in connection with, any breach by the Subscriber of any such representations, warranties, or acknowledgments.
8. Headings. The headings in this Subscription Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Subscription Agreement.
9. Governing Law. This Subscription Agreement shall be governed by the laws of the State of South Carolina, without regard to its conflict of laws principles.
10. Subsequent Developments. The Subscriber acknowledges that, unless it notifies the Company and the Manager in writing to the contrary prior to such time as it acquires the Interests, all of its representations and warranties contained herein will be deemed to have been repeated as of the date it purchases the Interests. If at any time during the term of the Company, the Subscriber is no longer in compliance with any of its representations, warranties and acknowledgments contained herein, the Subscriber shall so advise the Manager promptly in writing.

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IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement for the purchase of the Interests as of this date of _____.

Total Price: \$ _____

Individual Subscribers:

Subscribers Other than Individuals:

Name of Subscriber
(Print or Type)

Name of Subscriber
(Print or Type)

Signature

By: _____
Signature

Name of Signatory
(Print or Type)

Title of Signatory
(Print or Type)

Co-Subscriber (spouse, etc.), if applicable:

Additional Signatories, if applicable:

Name of Co-Subscriber
(Print or Type)

By: _____
Signature

Signature

Name of Signatory
(Print or Type)

Title of Signatory
(Print or Type)

The foregoing Subscription Agreement is hereby accepted by the undersigned Manager, on behalf of the Company, as of the date set forth below:

Trueline-Greenville Manager, LLC

By: _____

Name: _____

Title: _____

Date of Acceptance: _____