

Safe Harbor Investing LLC

Subscription Agreement

Dated: _____, _____

Safe Harbor Investing LLC
2385 Executive Center Drive, Suite 100
Boca Raton, FL 33431

Gentlemen:

Amount of Capital Contribution: \$ _____

A check payable to Safe Harbor Investing Fund, LLC is enclosed for the amount of the Capital Contribution.

I hereby subscribe for a Membership in Safe Harbor Investing Fund, LLC (the "Company") in the amount set forth above.

I understand that the offering is limited to accredited investors and in order to qualify as an accredited investor I must meet one of the following investor suitability standards:

Accredited Investor

- a. I, either individually or with my spouse, have a net worth (i.e., total assets in excess of total liabilities) of at least \$1,000,000; or
- b. I am an executive officer or director of the Safe Harbor Investing Fund, LLC; or
- c. I qualify as an institutional Accredited Investor pursuant to Section 501(a)(1), (2) or (3) of Regulation D; and have a net worth (i.e., total assets in excess of total liabilities) of at least \$1,000,000; or
- d. If I am a corporation, partnership or trust each of my equity owners is an Accredited Investor pursuant to subparagraphs (a), (e) or (f) ; or
- e. I qualify as a trust described in Section 501 (a)(7) of Regulation D; or
- f. I had income (individually) exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year.

I also represent, either individually or through my Purchaser Representative, that I have the knowledge and experience to fully understand the nature and risks of an investment in the Company and to

ask for any additional information which I deem necessary to make an informed decision

In consideration for the acceptance by the Company of this Subscription Agreement, I hereby agree, represent and warrant as follows:

1. Payment for Membership Interest. Simultaneously with the execution and delivery of this Subscription Agreement, I am delivering to the Company the amount set forth above as the price of the Membership Interest for which I have subscribed in the form of a check payable to **Safe Harbor Investing Fund, LLC**.

I understand that the funds which accompany this Subscription Agreement will be held by the broker dealer for my benefit, and will be returned promptly (without interest) in the event that my subscription is not accepted by the Company.

2. Confidential Memorandum. I hereby acknowledge receipt of a copy of the Confidential Private Placement Memorandum, dated February 15, 2010 (the "Memorandum").

3. Agreement Not to Sell Membership Interest. I hereby agree not to sell, hypothecate or otherwise dispose of my Membership Interest unless I have first obtained the consent of the Company and the Membership Interest registered under the Securities Act of 1933, as amended (the 'Act') or, in the opinion of counsel for the Company, an exemption from the registration requirements of the Act is available.

4. Acknowledgment. I hereby acknowledge and understand that:

- i. The Company will rely upon the information set forth in my Purchaser Questionnaire in determining whether I am an Accredited Investor.
 - ii. An investment in the Company is speculative in nature and involves a high degree of risk. I assume a substantial risk of the loss of my entire investment in the Company.
 - iii. The subscription may be accepted or rejected, in whole or in part, in the sole and absolute discretion of the Company.
 - iv. This subscription is and shall be irrevocable, except that I shall have no obligation hereunder in the event this subscription is for any reason rejected or the offering of the Membership Interest is for any reason canceled or terminated prior to the acceptance of my subscription.
- iv. No federal or state agency has made any finding or determination as to the fairness of the offering of the Membership Interest for public investment, or any recommendation or endorsement of the Membership Interest. I acknowledge that the Membership is being purchased for my own account for investment and not for distribution or resale to others. I acknowledge that the Company has made available to me at a reasonable time prior to my investment the opportunity to ask questions and to obtain any additional information which the Company pos-

esses or can acquire without unreasonable effort or expense that is necessary to verify the information provided to me in the Memorandum. It is understood that all documents, records and books pertaining to this investment have been made available for inspection by me and that the books and records of the Company will be available upon reasonable notice for inspection by investors during reasonable business hours at the Company' s principal place of business.

- vi The Company interests have not been registered under the Act and thus I must bear the economic risk of the investment indefinitely because the Membership Interest may not be sold unless subsequently registered under the Act or unless an exemption from such registration is available. Further, there is no present public market for the Membership Interest and there can be no assurance that a market for the Membership Interest will ever develop. No public or other market for the Membership Interest is expected to develop.
- vii Any transferee of my Membership Interest may be required by the Company to fulfill the investor suitability standards applied to me.

5. Representations and Warranties. I hereby represent and warrant that:

- i. I have accurately completed the Purchaser Questionnaire concerning my status as an Accredited Investor.
- ii. I am acquiring my Membership Interest without having relied upon any offering literature or prospectus other than the Memorandum and the material described in paragraph 5(v) below.
- iii I have carefully read the Memorandum. The Company has made available to me all documents that I have requested relating to an investment in the Company, and has provided answers to all of my questions concerning the offering. In evaluating the suitability of an investment in the Company, I have not relied upon any representations or other information (whether oral or written) other than as set forth in the Memorandum or as contained in any documents or answers to questions so furnished to me by the Company. In addition, I have had an opportunity to discuss this investment with representatives of the Company and to ask questions of them. I have sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of this investment.
- iv I recognize that an investment in the Company provides a high degree of risk, and I have taken full cognizance of and understand all of the risk factors related to the purchase of the Membership Interest, including but not limited to those set forth under the captions "Risk Factors" in the Memorandum.
- v. The information provided in the Purchaser Questionnaire which I have submitted to the Company is true and correct as of the date hereof and I have such knowledge and experience in financial matters that, acting alone, I am capable of evaluating the merits

and risks of the investment in the Company and at the present time I could afford a substantial loss of my investment.

- vi If this letter is executed by a corporation, partnership, association, joint stock company, trust, unincorporated organization or other entity, (a) such entity was not formed for the specific purpose of acquiring the Membership Interest, (b) such entity is validly existing under the laws of the state or other jurisdiction of its organization, and (c) the consummation of the transactions contemplated hereby is authorized by and will not result in a violation of state law or its charter or other organizing document.

The foregoing representations and warranties and information which I have provided to the Company concerning myself and any financial condition are true and accurate as of the date hereof and shall be true and accurate as of the date of notice by the Company of the acceptance of my subscription. I will give written notice of such fact to the Company, or I will give written notice to the Company as to which representations, warranties or information are not true and accurate and the reasons thereof.

6. Indemnification. I hereby acknowledge that I understand the meaning and legal consequences of my representations and warranties contained in Paragraph 5 of this Agreement, and I hereby agree to indemnify and hold harmless the Company and its managers, agents and employees from and against any and all loss, damage or liabilities due to or arising out of a breach of any of my representations or warranties contained in this Agreement.

7. Construction, Subscription Agreement Binding on Heirs, etc. This Agreement shall be construed in accordance with the laws of the State of Florida. This Subscription Agreement shall be binding upon my heirs, estate, legal representatives, successors and assigns.

8. Execution Authorized. If this Agreement is executed on behalf of a corporation, partnership, trust or other entity, the undersigned has been duly authorized to execute this Agreement and all other instruments in connection with the purchase of the Membership Interest, and the signature of the undersigned is binding upon such corporation, partnership, trust or other entity.

9. Arbitration. Any dispute or controversy arising out of this agreement, the purchase of an interest in the Company, or the rights or liabilities of the members or the manager of the Company shall be settled by arbitration in Palm Beach County, Florida pursuant to the rules of the American Arbitration Association.

10. Definitions of Terms. The terms used in this Subscription Agreement, if not herein defined, shall have the meanings attributed to such terms in the Memorandum. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

IN WITNESS WHEREOF, I have caused this Subscription Agreement to be duly
executed as of the _____ day of _____, _____

- Individually
- Joint tenants with right of survivorship
- Tenants in common
- Community Property
- Partnership
- As Custodian Trustee or Agent for
- Corporation

Signature of Subscriber

Title, if applicable

Signature of Joint Subscriber (if any)

Title, if applicable

Subscriber's Name and Residence Address

(Please print or type)

Social Security No

Mailing Address (if different from above):

(Please print or type)

AL/PB 10-07-09
BR/PB 01-21-10