

STARTUPCO LLC _____
MEMBERSHIP INTEREST SUBSCRIPTION AGREEMENT

This MEMBERSHIP INTEREST SUBSCRIPTION AGREEMENT (the "Agreement") is entered into by and between STARTUPCO LLC, a _____ limited liability company (the "Company") and _____, an individual, (the "**Subscriber**").

WHEREAS, Subscriber wishes to subscribe for and purchase, and the Company desires to issue and sell, the Class B Membership Interests (as defined in the Amended and Restated Company Agreement of the Company dated as of _____, 201_ the "**Company Agreement**") with a Class ___ Sharing Ratio (as defined in the Company Agreement) reflected on the signature page of this Subscription Agreement (such interest being referred to herein as the ("**Membership Interest**") on the terms and subject to the conditions set forth herein; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the **Company Agreement**.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Acceptance.** Upon acceptance of Subscriber's Membership Interest subscription under this Agreement by the Company, this Agreement shall become a binding agreement and Company shall be obligated to sell and the Subscriber shall be obligated to purchase and pay for the Membership Interest for which the Subscriber hereby subscribes as provided herein. The Company has the unconditional right to accept or reject such subscription offer in whole or in part by notice delivered to the Subscriber at the address set forth below at any time prior to acceptance of the subscription offer. If prior to execution of the Agreement, the subscription offer is rejected, all related subscription funds (without interest) shall be returned to the Subscriber within 30 days. If the Subscriber's subscription offer is rejected in part, the portion of subscription funds submitted in payment for the rejected portion of the offer (without interest) shall be returned to the Subscriber within 30 days. If the Subscriber's subscription offer is accepted, but the Company otherwise terminates the offering of Membership Interests with up to a ten percent (10%) Class _ Sharing Ratio (the "**Offering**") for any reason prior to a closing thereof, all subscription funds (without interest) submitted by the Subscriber shall be returned within 30 days. Notwithstanding any acceptance of this offer by the Company, at any time prior to execution of this Agreement the Company may withdraw the Offering, and terminate this Agreement as provided in Section _____. The Company has the option to close portions of the Offering from time to time prior to Closing (as defined below). To the extent held prior to such a Closing, all subscription funds will be held in an interest bearing segregated account by the Company until rejection of the Subscriber's application or until a Closing or the termination of the Offering.

2. **Payment of Purchase Price; Closing.** The Purchase Price (herein so called) for the Membership Interest is the Subscriber Purchase Price set forth above and the aggregate purchase price reflected on the signature page hereof. The Company will deliver the Subscriber Membership Interest against payment by Subscriber of the aggregate Subscriber Purchase Price reflected on the signature page hereof. The Subscriber shall make payment by delivery herewith of a check payable to "**StartupCo LLC**" for the full amount of the purchase price. The time and date of such delivery and payment shall be on _____, 201_ or such other date or time as the parties shall mutually agree (such time being referred to herein as the "**Closing Date**," and the closing of the transaction contemplated by this Agreement, the "**Closing**").

3. **Representations and Warranties of the Company.** To induce Subscriber to subscribe to Company's Offering as provided herein, the Company represents and warrants as follows:

(a) The Company has been duly formed and is validly existing as a _____ limited liability company in good standing under the laws of the State of _____.

(b) The Company has the requisite power to enter into this Agreement and the transactions and agreements contemplated hereby (the "**Transactions**") and to carry out its obligations hereunder and thereunder. This Agreement has been duly authorized, and this Agreement has been duly executed and delivered by the Company and constitutes a valid and binding agreement enforceable in accordance with its terms, except, to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors rights generally or by general equitable principles. Neither the execution and delivery of this Agreement, the consummation of the Transactions, nor compliance with the terms, conditions or provisions of this Agreement will be a violation of any of the terms, conditions or provisions of the Company's certificate of formation or the Company Agreement (as amended through the Closing Date).

(c) The Subscriber Membership Interest has been duly authorized, and when issued and delivered against payment therefor as provided herein, will be duly and validly issued, fully paid and non-assessable. The issuance and sale of the Membership Interest hereunder does not contravene any SEC rules and regulations.

(d) Since the date of this Agreement, there shall not have been any event, change, effect or development that, individually or in the aggregate, has had or could reasonably be expected to have a material adverse effect on the business, assets, financial condition or results of operations of the Company.

(e) No law, regulation, injunction or other legal restraint or prohibition preventing the consummation of the Transactions shall be in effect.

(f) The Company has not (i) commenced a voluntary proceeding under Title 11 of the United States Code, as amended (the "Bankruptcy Code") or any other state or federal bankruptcy law, (ii) consented to the entry of an order for relief against it in an involuntary case under the Bankruptcy Code or any other state or federal bankruptcy or insolvency law, (iii) consented to the appointment of a custodian of it or for substantially all of its property, or (iv) made a general assignment for the benefit of its creditors, and no court of competent jurisdiction shall have entered an order for relief against the Company or any such subsidiary in an involuntary case under the Bankruptcy Code or any other state or federal bankruptcy law.

(g) The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of this Membership Subscription Agreement. Such "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

(h) The number of Subscribers and Class B Membership Interests of the Company is as set forth in Exhibit A to the Company Agreement, as amended and restated through the Closing Date. No Person participating in the Offering has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the Offering.

(j) The disclosure provided to the Subscriber regarding the Company, its business and the Transactions contemplated hereby, furnished by or on behalf of the Company does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Company acknowledges and agrees that the Investor makes or has made no representations or warranties with respect to the Transactions contemplated hereby other than those specifically set forth in this Subscription Agreement.

(k) The Company has not granted or agreed to grant any registration rights with respect to any of its securities to any holder or prospective holder thereof.

(l) All permits and other authorizations under state securities laws necessary to consummate the transactions contemplated hereby and to issue the Shares shall have been received and be in full force and effect.

4. **Representations and Warranties of Subscriber.** To induce the Company to accept Subscriber's Membership Interest under the Company's subscription Offering as provided herein, the Subscriber represents and warrants as follows:

(a) The undersigned understands the Offering and sale of the Membership Interest is intended to be exempt from registration under the Securities Act of 1933, as amended (the "***Securities Act***"), and, in accordance therewith and in furtherance thereof, the undersigned represents and warrants to and agrees with the Company as follows:

(i) The undersigned has been provided certain information from the Company regarding the Company, has carefully reviewed and understands the such information and has had the opportunity to show to and discuss with, his or her attorney, accountant and financial advisor, all such information;

(ii) The undersigned understands that all other documents, records and books pertaining to this investment have been made available for inspection by him or her, his or her attorney, his or her accountant and his or her financial advisor;

(iii) The undersigned and/or his or her advisor(s) have had a reasonable opportunity to ask questions of and receive information and answers from a person or persons acting on behalf of the Company concerning the Offering of the Membership Interests; and all such questions have been answered and all such information has been provided to the full satisfaction of the undersigned;

(iv) The undersigned is not subscribing for Membership Interest as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting, or any solicitation of a subscription by a person not previously known to the undersigned in connection with investments in securities generally;

(v) If the undersigned is a natural person, the undersigned has reached the age of majority in the state in which the undersigned resides, has adequate means of providing for the undersigned's current needs and personal contingencies, is able to bear the substantial economic risks of an investment in the Membership Interest for an indefinite period of time, has no need for liquidity in such investment and could afford a complete loss of such investment;

(vi) The undersigned has such knowledge and experience in financial, tax and business matters so as to enable him or her to utilize the information made available to him or her in connection with the Offering of the Membership Interest in order to evaluate the merits and risks of an investment in the Membership Interest and to make an informed investment decision with respect thereto and, therefore, he or she is not relying upon the advice of a purchaser representative in making a final investment decision to purchase the Membership Interest;

(vii) The undersigned is not relying on the Company or the materials delivered to the undersigned with respect to the tax and other economic considerations of the undersigned relating to this investment. In regard to such considerations, the investor has relied on the advice of, or has consulted with, only his or her own professional advisors who are unaffiliated with and who are not directly or indirectly compensated by the Company;

(viii) The undersigned is acquiring the Membership Interest solely for his or her own account as principal, for investment purposes only and not with a view to the resale or distribution thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in such Membership Interest; and

(ix) ***The undersigned will not sell or otherwise transfer the Membership Interest without registration under the Securities Act or an exemption therefrom, and fully understands and agrees: that he or she must bear the economic risk of his or her purchase for an indefinite period of time because, among other reasons, the Membership Interest has not been registered under the Securities Act or under the securities laws of certain states; that the Membership Interest are subject to additional restrictions on transfer; and that the Company is not under any obligation to register the Membership Interest on his or her behalf or to assist the undersigned in complying with any exemption from registration.***

(b) The Subscriber realizes that (i) the purchase of the Membership Interest is a speculative investment involving a high degree of risk; (ii) the economic benefits that may be derived therefrom are uncertain; and (iii) the total amount of the Subscriber's investment could be lost.

(c) If the undersigned is a corporation, partnership, trust or other entity, it is authorized and qualified to subscribe to the Membership Interest, and the person signing this Subscription Agreement on behalf of such entity has been duly authorized by such entity to do so.

(d) If the undersigned is purchasing the Membership Interest subscribed for hereby in a representative or fiduciary capacity, the representations and warranties contained herein (and in any other written statement or document delivered to the Company in connection herewith) shall be deemed to have been made on behalf of the person or persons for whom such Membership Interest is being purchased.

(e) All information the undersigned has heretofore furnished and furnishes herewith to the Company and any other information with respect to his financial position and business experience is correct and complete as of the date of this Subscription Agreement, and if there should be any material change in such information prior to the Company's acceptance or rejection of the Subscription, he or she will immediately furnish such revised or corrected information to the Company.

(f) The foregoing representations, warranties and agreements, together with all other representations and warranties made or given by the undersigned to the Company in any other written statement or document delivered in connection with the Transactions contemplated hereby, shall be true and correct in all respects on and as of the date of the Company's acceptance of this Subscription as if made on and as of such date and shall survive such date.

(g) The Subscriber acknowledges and understands that neither the United States Securities and Exchange Commission (the "**SEC**") nor any securities administrator of any state has made any finding or determination relating to the fairness of an investment in the Membership Interest and that neither the SEC nor any securities administrator of any state has or will recommend or endorse any offering of securities.

5. Conditions to Closing.

(a) Conditions to the Obligations of the Company. The obligations of the Company hereunder shall be subject to the following conditions:

(i) All representations and warranties and other statements of each of the Purchasers herein are, at and as of the Closing, true and correct; and

(ii) Subscriber shall have performed all of his obligations hereunder theretofore to be performed.

(b) Conditions to the Obligations of the Purchasers. The obligations of the Subscriber hereunder shall be subject to the following conditions:

(i) All representations and warranties and other statements of the Company herein are, at and as of the Closing, true and correct;

(ii) The Company shall have performed all of its obligations hereunder theretofore to be performed.

6. **Restrictions on Transfer of Membership Interest; Waiver.**

(a) The Subscriber expressly acknowledges and understands that the sale or transfer of the Membership Interest is severely restricted and that:

(i) The Membership Interest has not been registered under the Securities Act or under the laws of any other jurisdiction. The Membership Interest cannot be sold or transferred by the Subscriber unless it is subsequently registered under applicable law or an exemption from registration is available. The Company is not required to so register the Membership Interest or to make an exemption from registration available and has no present intention of doing so.

(ii) The Subscriber's right to sell or transfer any of his Membership Interest will be restricted as set forth in the Company's Company Agreement, which includes restrictions against sale or transfer in violation of any applicable securities laws and numerous other restrictions and requirements.

(iii) There will be no public market for the Membership Interest, and the Subscriber may not be able to sell any of his or her Membership Interest. The Subscriber understands that he or she must bear the full economic risk of his or her investment in the Membership Interest for an indefinite period of time.

(b) The Subscriber covenants and agrees that he or she will not sell or offer for sale or transfer any of his or her Membership Interest or any part thereof or interest therein without first registering the Membership Interest under the Securities Act and applicable state securities laws or without the availability of an exemption from such registration.

(c) The Subscriber hereby waives (i) such Subscriber's right, after becoming a Member, to the notice required by Section 2.2(b) of the Company Agreement in connection with the issuance of any Membership Interests issued pursuant to the Offering subsequent to Subscriber's admission as a Member (the "***Offered Interests***"), (b) any right the Subscriber may have to purchase a pro rata portion of the Offered Interests provided by Section 2.2 of the Company Agreement, and (c) any other right that the Subscriber may have under the Company Agreement that would be triggered by the offering or the issuance of the Offered Interests.

7. **Delivery of Documents.** At Closing the parties shall make the deliveries described below.

(a) **Deliveries by the Company.** At the Closing, the Company shall deliver or cause to be delivered to Subscriber a certificate, dated as of the Closing Date, of an executive officer of the Company, certifying that, as of such date, the representations and warranties of the Company contained herein are accurate, true and correct with the same force and effect as though made on and as of such date and that the books and records of the Company have been adjusted to reflect the issuance of the Subscriber Membership Interest.

(b) **Deliveries by Subscriber.** At the Closing, Subscriber shall deliver or cause to be delivered the following to the Company:

(i) the aggregate Subscriber Purchase Price;

(ii) a certificate, dated as of the Closing Date, by Subscriber certifying that, as of such date, the representations and warranties of Subscriber are accurate, true and correct with the same force and effect as though made on and as of such date.

(iii) a copy of the executed Company Agreement of the Company reflecting all purchasers of Membership Interests have been admitted as members in the Company

8. **Termination of Agreement.** This Agreement may be terminated at any time prior to the Closing Date or upon Termination of the Offering:

(a) by mutual action of the Company and Subscriber;

(b) by the Company, if the conditions set forth in Section 5 shall not have been complied with or performed by Subscriber and such noncompliance or nonperformance shall not have been cured or eliminated upon thirty (30) days written notice by Company; or

(b) by Subscriber, if the conditions set forth in Section 8 shall not have been complied with or performed by the Company and such noncompliance or nonperformance shall not have been cured or eliminated upon thirty (30) days written notice by Subscriber.

In the event of the termination of this Agreement pursuant to this Section 7, this Agreement shall thereafter become void and have no effect, and no party hereto shall have any liability to any other party hereto or its partners, members, shareholders, directors or officers in respect thereof, except that nothing herein will relieve any party from liability for any breach of this Agreement prior to such termination.

9. **Miscellaneous Provisions.**

(a) The subscription offer evidenced by this Agreement is personal to the Subscriber and cannot be assigned without the prior written approval of the Company. Any attempted assignment of this subscription offer by the Subscriber without obtaining the prior written consent of the Company shall be null and void. The fact that the Company refuses to consent to an assignment will not give rise to any claim for damages against the Company, and any such claims against the Company are hereby expressly waived.

(b) Neither of the parties hereto shall be responsible or liable to any other party or any other person or entity for any indirect, special, punitive or consequential damages (including, without limitation, any loss of profits, business or anticipated savings) which may be alleged as a result of this Agreement, any breach thereof or the financing contemplated hereby.

(c) This Agreement may be recorded in the public records of the State of _____ and/or any other state that the Company deems appropriate.

(d) This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors, personal representatives and permitted assigns of the respective parties.

(e) The Subscriber hereby designates the address on the Signature Page hereto as the address to which notices shall be sent to him or her. Notices to the Company shall be sent

In care of StartupCo LLC, _____, _____, _____, zip code, Attention: _____. The delivery of any item and the giving of notice in compliance with this Agreement shall be accomplished by mailing said notice by certified or registered mail, postage prepaid, return receipt requested.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without giving effect to the choice of law rules thereof. The parties hereto hereby designate all courts of record sitting in _____, _____, both state and federal, as forums where any action, suit or proceeding in respect of or arising out of this Agreement or the transactions contemplated by this Agreement may be prosecuted as to all parties, their successors and assigns, and by the foregoing designations the parties consent to the jurisdiction and venue of such courts.

(g) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party.

(h) To constitute a valid offer, this Agreement must be executed by the Subscriber and must be accompanied by (i) a completed and executed Counterpart Signature Page attached hereto as Exhibit A to the Company Agreement attached hereto as Exhibit B; (ii) a completed and executed Purchaser Questionnaire attached hereto as Exhibit C; and (iii) a check payable to “**StartupCo LLC**” for the full purchase price for the Purchase Price.

Signature pages follow.

**CLASS B SHARING RATIO OF CLASS _____
MEMBERSHIP INTERESTS SUBSCRIBED FOR: 1%**

TOTAL PURCHASE PRICE: \$ _____ .00

Form of joint ownership (if applicable). (If one of these boxes is checked, subscriber and co-subscriber must both sign all documents):

Community Property Joint Tenants Tenants-in-Common

If the Membership Interest hereby subscribed for is to be owned by more than one person in any manner, the undersigned understands and agrees that all of the co-subscribers of such Membership Interest must sign the Subscription Agreement in order for this subscription to be accepted.

IN WITNESS WHEREOF, the undersigned represent(s), under penalty of perjury, that the foregoing statements are true and correct and that he or she has (they have) executed the Subscription Agreement this _____ day of _____, 201__.

Please Print Name of Subscriber

Signature of Subscriber

Address of Subscriber: _____

Please Print Name of Co-Subscriber

Signature of Co-Subscriber

Address of Co-Subscriber:

STATE OF _____ §

COUNTY OF _____ §

I, _____, a notary public, hereby certify that on this day _____, personally appeared before me and, being by me first duly sworn, stated that (s)he is the individual whose name appears herein and that (s)he executed the foregoing Subscription Agreement.

WITNESS my hand and official seal, this the _____ day of _____, 2010.

Notary Public

My commission expires:

1 The Membership Interest and its Class B Sharing Ratio and Aggregate Sharing Ratio may be subject to dilution pursuant to the terms of the Agreement and as permitted pursuant to the provisions of the Company Agreement.

STATE OF _____ §
COUNTY OF _____ §

I, _____, a notary public, hereby certify that on this day _____, personally appeared before me and, being by me first duly sworn, stated that (s)he is the individual whose name appears herein and that (s)he executed the foregoing Subscription Agreement.

WITNESS my hand and official seal, this the _____ day of _____, 2010.

Notary Public

My commission expires:

ACCEPTED BY:

STARTUPCO LLC,
a _____ liability company

By: _____
_____, President

EXHIBIT A

**Counterpart Signature Page to
Amended and Restated Company Agreement**

(see attached)

**STARTUPCOLLC
COUNTERPART SIGNATURE PAGE**

By signing this Counterpart Signature Page, the undersigned acknowledges acceptance of that certain Amended and Restated Company Agreement of StartupCoLLC dated as of November 1, 2007 and amended as of August 31, 2008 and as of July 1, 2010, and his or her intention to be legally bound thereby.

Dated this _____ day of _____, 2010.

Signature

Print Name of Subscriber

STATE OF _____ §

COUNTY OF _____ §

I, _____, a notary public, hereby certify that on this day _____, personally appeared before me and, being by me first duly sworn, stated that (s)he is the individual whose name appears herein and that (s)he executed the foregoing Amended and Restated Company Agreement Counterpart Signature Page.

WITNESS my hand and official seal, this the _____ day of _____, 2010.

Notary Public

My commission expires:

EXHIBIT B

Amended and Restated Company Agreement, as amended

(See attached)

EXHIBIT C

Purchaser Questionnaire

(See attached)

Purchaser Questionnaire

Please initial each statement below that is true with respect to you and provide the other information requested. The Company's acceptance of your investment is conditioned on your completion of this form and the Company's favorable review of the information contained herein.

1. Subscriber qualifies as an "accredited investor" pursuant to Rule 501(a) of Regulation D, as promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "*Securities Act*"), by virtue of Subscriber's meeting at least one of the requirements set forth below, as indicated by Subscriber's initials to the right of the applicable subparagraph(s):

(a)	The undersigned is a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this investment exceeds \$1,000,000;	_____ Initial
(b)	The undersigned is a natural person who had individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year. Individual income is defined as adjusted gross income (as reported for federal income tax purposes), less any income earned by a spouse or from property owned by a spouse increased by the following amounts (not attributable to a spouse): (i) the amount of any tax exempt interest income received, (ii) the amount of losses claimed as a limited partner in a limited partnership and (iii) any deductions claimed for depletion;	_____ Initial
(c)	The undersigned is an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;	_____ Initial
(d)	The undersigned is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended;	_____ Initial
(e)	The undersigned is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended;	_____ Initial
(f)	The undersigned is an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of making this investment, in each case with total assets in excess of \$5,000,000;	_____ Initial

(g)	The undersigned is a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of making this investment, whose investments are directed by a sophisticated person as described in Rule 506(b)(2)(ii) as adopted by the Securities and Exchange Commission pursuant to the Securities Act;	Initial
(h)	The undersigned is an insurance company as defined in Section 2(13) of the Securities Act;	Initial
(i)	The undersigned is 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 regard to this investment in its individual or fiduciary capacity;	Initial
(j)	The undersigned is an executive officer of the Company;	Initial
(k)	The undersigned is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “ <i>Exchange Act</i> ”);	Initial
(l)	The undersigned is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, and either (a) the undersigned’s investment decisions are made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or (b) the employee benefit plan has total assets in excess of \$5,000,000, or (c) if a self-directed plan, the undersigned’s investment decisions are made solely by persons who are accredited investors; or	Initial
(m)	(m) The undersigned is an entity in which all of the equity owners meet the requirements of at least one of the above subparagraphs.	Initial

2. Subscriber Information

For Individual Subscribers

(Please Print or Type)

Name of Subscriber: _____

Address: _____

Country: _____

Taxpayer ID or Social Security Number: _____

Check Type of Ownership:

- Individual
- Joint Tenants (both parties must sign)
- Community Property (Spouse's signature required)
- Tenants-in-Common (both parties must sign)
- Other: _____

Print Name of Spouse, Joint Tenant, or Tenant-in-common: _____

Signature: _____ Date: _____

Professional Adviser(s)/Subscriber Representatives(s) (if applicable):

Signature

Mailing Street Address

Print Name

City, State or Territory, Zip

County

Taxpayer ID or Social Security Number,
if applicable

Telephone Number

For Corporate, Partnership or Trust Subscribers

(Please Print or Type)

Name of Subscriber: _____

Street Address: _____

City, State, or Territory, Zip: _____

Country: _____

Taxpayer ID or Social Security Number,
if applicable: _____

Name of Authorized Signatory: _____

Authorized Signatory Signature:

Check Type of Ownership:

Corporation

Partnership

Trust or Pension Plan

Other: _____

SUBSCRIBER CERTIFICATION

IN WITNESS WHEREOF, Subscriber hereby certifies to the Company that the information set forth above is true and correct and has executed this Subscription Agreement on the date set forth hereinafter.

FOR INDIVIDUAL INVESTORS

Signature

Executed at:

_____ Date: _____
City, State

Professional Adviser(s)/Subscriber Representatives(s) (if applicable):

Signature

Executed at: _____ Date: _____
City, State

FOR CORPORATIONS, TRUSTS OR PARTNERSHIPS

Name of entity (please print or type)

Signature of authorized agent, trustee or general partner(s)

Title of authorized agent, trustee or general partner

Executed at: _____ Date: _____
City, State

This Purchaser Questionnaire executed this ____ day of _____, 2010.

STARTUPCO LLC CERTIFICATION

IN WITNESS WHEREOF, Company hereby certifies certifying that, as of such date, the representations and warranties of the Company contained herein are accurate, true and correct with the same force and effect as though made on and as of such date and that the books and records of the Company have been adjusted to reflect the issuance of the Subscriber Membership Interest

STARTUPCOLLC, a _____ liability company

By: _____
_____, President

Executed at:

_____, Date: _____
City, State