

**SUBSCRIPTION DOCUMENTS  
PRIVATE PLACEMENT**

**VALTERRA DATA HOLDINGS, LLC  
A DELAWARE LIMITED LIABILITY COMPANY**

**Class E Membership Interests<sup>1</sup>**

**Minimum Subscription Amount: \$25,000**

**MEMBERSHIP INTERESTS ARE BEING OFFERED FOR SALE TO “ACCREDITED INVESTORS” AS THAT TERM IS DEFINED IN REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). THERE IS NO UNDERTAKING OR INTENTION TO REGISTER THE MEMBERSHIP INTERESTS OR TO LIST OR ADMIT THEM TO TRADING ON ANY SECURITIES EXCHANGE. THE MEMBERSHIP INTERESTS MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION THEREFROM. IN ADDITION, THE TERMS AND CONDITIONS OF THE COMPANY OPERATING AGREEMENT CONTAIN FURTHER RESTRICTIONS ON RESALE OF THE INTERESTS. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME, INCLUDING THE RISK OF A TOTAL LOSS OF THE INVESTMENT.**

**IN ORDER FOR THE COMPANY TO MAKE A DETERMINATION AS TO AN INVESTOR’S STATUS AS AN ACCREDITED INVESTOR, EACH INVESTOR IS REQUIRED TO MAKE CERTAIN REPRESENTATIONS AND WARRANTIES AND TO PROVIDE THE INFORMATION WHICH IS CONTAINED IN THE APPLICABLE INVESTOR QUESTIONNAIRE CONTAINED IN THIS SUBSCRIPTION AGREEMENT AND SUCH OTHER INFORMATION SUPPORTING SUCH CERTIFICATIONS AS THE COMPANY DEEMS APPROPRIATE. THE COMPANY IS OFFERING THESE SECURITIES DIRECTLY TO INVESTORS WITHOUT THE ASSISTANCE OF A SELLING AGENT OR UNDERWRITER. INQUIRIES RELATING TO THIS OFFERING AND SALE OF MEMBERSHIP INTERESTS SHOULD BE DIRECTED TO THE COMPANY REPRESENTATIVE LISTED IN THE “CONTACT LIST” ON THE FOLLOWING PAGE.**

---

<sup>1</sup> The price per Class E Membership Interest is not based on the Company’s assets, book value, results of operations, projected earnings or any generally accepted method of valuation. No public trading market exists for the Class E Membership Interests and none is expected to develop after the offering and sale of the Class E Membership Interests. The Company does not represent that the Class E Membership Interests have or will have a market value equal to their purchase price or could be resold (if at all) at their original purchase price.

## **TABLE OF CONTENTS**

PART I.	SUBSCRIPTION INSTRUCTIONS
PART II.	SUBSCRIPTION AGREEMENT AND CONFIDENTIAL INVESTOR QUESTIONNAIRE
	A. GENERAL INFORMATION
	B. BACKGROUND DOCUMENTATION
	C. CERTIFICATION OF ACCREDITED INVESTOR STATUS
	D. OMNIBUS SIGNATURE PAGE
	E. IRS FORM
	a. IRS FORM W-9 FOR U.S. SUBSCRIBERS; OR
	b. IRS FORM W-8BEN FOR NON-U.S. SUBSCRIBERS
	F. PRIVACY NOTICE
EXHIBIT A.	FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF VALTERRA DATA HOLDINGS, LLC
EXHIBIT B.	FORM OF AML CERTIFICATION
EXHIBIT C.	BENEFICIAL OWNERSHIP INFORMATION FOR ENTITIES (EXCEPT TRUSTS)
EXHIBIT D.	BENEFICIAL OWNERSHIP INFORMATION FOR TRUSTS

## **CONTACT LIST**

Inquiries relating to these subscription documents or the Company generally should be directed to the representative of the Company listed below.

Valterra Data Holdings, LLC  
c/o Valterra Partners, LLC  
515 Congress Ave, Suite 1125  
Austin, TX 78701  
Phone: (646) 469-6465

Scott Macintosh  
E-mail: [scott.macintosh@valterrapartners.com](mailto:scott.macintosh@valterrapartners.com)

## PART I

### SUBSCRIPTION INSTRUCTIONS

Dear Offeree:

In connection with the proposed offering and sale to you by Valterra Data Holdings, LLC, a Delaware limited liability company (the “Company”), of Class E Membership Interests in the Company (the “Interests”) in a private placement pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), and Rule 506(b) of Regulation D thereunder, enclosed herewith are:

(i) a Subscription Agreement and Confidential Investor Questionnaire (including Exhibit B through Exhibit D, if applicable, referenced therein), certifying to accredited investor status (collectively, the “Subscription Agreement”); and

(ii) hyperlinks to (A) IRS Form W-9, (B) IRS Form W-8BEN and (C) IRS Form W-8BEN-E. Each U.S. Subscriber must provide the Company with an executed IRS Form W-9 and each Non-U.S. Subscriber must provide to the Company with an IRS Form W-8BEN (or applicable successor form or other IRS Form W-8, if applicable).

**In order to purchase any Interests, completed and originally signed copies of a Subscription Agreement and Form W-9 or Form W-8 (or applicable successor form), as applicable, should be sent to:**

VALTERRA DATA HOLDINGS, LLC  
c/o Valterra Partners, LLC  
515 Congress Ave, Suite 1125  
Austin, TX 78701  
Attention: Scott Macintosh

**Unless otherwise stated on your signature page, a wire transfer in the in the total amount of your subscription must concurrently be sent to:**

**First Republic Bank  
111 Pine Street  
San Francisco, CA 94111**

**ABA Number: 321 081 669  
Beneficiary Account Name: Valterra Data Holdings, LLC  
Beneficiary Account Number: 80007393772  
SWIFT Code: FRBBUS6S**

Please contact us if you will not be sending your funds by wire transfer.

**ERISA Plans (i.e. IRA, Keogh or Employee Benefit Plans) are not eligible to purchase Interests.**

## **SUBSCRIPTION AGREEMENT**

The Subscription Agreement and W-9 Form or W-8 Form (or applicable successor form), as applicable, must be completed in full and duly executed by or on behalf of the legal purchaser of the Interests. Where indicated in the Subscription Agreement, please set forth your instructions for the registration and delivery of the Interests upon the closing of the sale of the Interests.

## **ACCEPTANCE OF SUBSCRIPTIONS**

In order to purchase any Interests, an original fully completed and executed signed copy of the Subscription Agreement and W-9 Form or W-8 Form (or applicable successor form), as applicable, must be received by the Company as set forth above. The Interests are being offered subject to allotment, acceptance, withdrawal, cancellation or modification of the offering at any time. The Interests are being offered subject to the approval and adoption, by the requisite vote of the Company's existing members, of the Fourth Amended and Restated Limited Liability Company Agreement of the Company. The Company reserves the right to withdraw or cancel this offering at any time, for any reason and without notice. The Company reserves the right, in its sole discretion, to reject any inquiry or subscription, in whole or in part, for the purchase of any of the Interests. The Company reserves the right, in its sole discretion, to change any allocation for the purchase of any of the Interests. In addition, the acceptance of Subscriber's subscription is conditioned upon the prior receipt of any applicable regulatory approvals with respect to the direct or indirect investment in Colo Holdings, LLC, or any of its wholly or partly owned subsidiaries, by Subscriber and the Company. Each Subscriber whose subscription for Interests is accepted, will receive a letter from the Company indicating the number of Interests for which the subscription has been accepted and the Subscriber's date of admission as a Class E Member of the Company.

**YOU SHOULD NOT SUBSCRIBE TO PURCHASE ANY INTERESTS UNTIL YOU HAVE CAREFULLY REVIEWED THE SUBSCRIPTION AGREEMENT AND ALL OF THE DOCUMENTS INCLUDED HERewith AND CONSULTED WITH YOUR OWN LEGAL, TAX AND FINANCIAL ADVISORS.**

## **SPECIAL NOTICE TO AUSTRALIAN INVESTORS**

**By agreeing to purchase Interests, each Australian Subscriber hereby agrees that such Subscriber shall, as soon as practicable after the date admission to the Company, provide the Company a certificate that complies with the requirements of Section 708(8) of the Australian Corporations Act and related regulations with respect to the investor's status as a "sophisticated investor".**

[THE REMAINDER OF THIS PAGE IS BLANK]

**PART II**  
**SUBSCRIPTION AGREEMENT**  
**AND**  
**CONFIDENTIAL INVESTOR QUESTIONNAIRE**

---

Valterra Data Holdings, LLC  
c/o Valtterra Partners, LLC  
515 Congress Ave, Suite 1125  
Austin, TX 78701  
Attention: Scott Macintosh

Investors:

The undersigned (the “Subscriber”) hereby irrevocably subscribes for and agrees to purchase the number of Class E Membership Interests (“Interests”) in VALTERRA DATA HOLDINGS, LLC, a Delaware limited liability company (the “Company”), at the aggregate purchase price set forth on the Omnibus Signature Page in accordance with and subject to the terms and conditions of this Subscription Agreement and Confidential Investor Questionnaire (collectively, the “Subscription Agreement”). The number of Interests purchased by a Subscriber will be the percentage equal to (I) the ratio of (x) aggregate purchase price subscribed for by the Subscriber in this Subscription Agreement and accepted by the Company, to (y) the aggregate amount of the Adjusted Capital Contributions (as defined in the Amended and Restated LLC Agreement) of all Members (as defined in the Amended and Restated LLC Agreement) of the Company, times (II) 100. The Subscriber agrees to and understands the terms and conditions upon which the Interests are being offered, including, without limitation, the risks of an investment in the Interests. Upon acceptance of this subscription for Interests by the Company, the Subscriber will be admitted to the Company as a Class E Member in accordance with the terms of the Fourth Amended and Restated Limited Liability Company Agreement of the Company (the “Amended and Restated LLC Agreement”) a copy of which is attached as Exhibit A hereto. *This subscription is irrevocable, but may be accepted in whole or in part or rejected by the Company in its sole discretion, for any reason or no reason, in whole or in part, and at any time prior to acceptance thereof.* The acceptance of this subscription by the Company, in whole or in part, is conditioned upon the approval and adoption of the Amended and Restated LLC Agreement by the requisite vote of the existing members of the Company. Each Subscriber whose subscription for Interests is accepted, will receive a letter from the Company indicating the number of Interests for which the subscription has been accepted and the Subscriber’s date of admission as a Class E Member of the Company. In the event of rejection of this subscription, this Subscription Agreement shall have no force or effect. The Subscriber hereby agrees that by its execution, or execution on its behalf, of this Subscription Agreement and the Amended and Restated LLC Agreement and upon acceptance hereof by the Company, the Subscriber shall become a Class E Member of the Company (a “Member”).

The Subscriber understands and agrees that, although the Company will use its best efforts to keep the information provided by answers to this questionnaire strictly confidential, the Company may present this questionnaire and the information provided by it to such parties as it deems advisable, including but not limited to its advisers, lenders, if called upon to establish the availability under any federal or state securities laws of an exemption from registration of the offering of the Interests, or if the contents hereof are relevant to any issue in any action, suit or proceeding to which the Company is a party or by which it is or may be bound.

If this Subscription Agreement is being completed on behalf of a corporation, partnership, trust or limited liability company, it should be completed and executed by an authorized corporate officer, general partner, trustee or member.

A. Representations and Warranties. In order to induce the Company to accept this subscription, the Subscriber hereby represents and warrants to, and covenants with, the Company as follows:

1. The Subscriber has carefully reviewed the Amended and Restated LLC Agreement and has relied only on the information contained therein and Subscriber's own independent investigation. The Subscriber acknowledges that all documents, records and books pertaining to this investment have been made available for inspection by such Subscriber and/or such Subscriber's attorney, financial advisor and accountant, 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. Except for the representations and warranties contained in this Subscription Agreement and the Amended and Restated LLC Agreement, the Subscriber acknowledges that neither the Company nor any of its Members (direct or indirect), sponsors, advisors, managers, directors, officers, agents, attorneys, accountants or representatives has not made any other representations or warranties, express or implied, to the Subscriber about the Company, the investment of the Subscriber in the Company or otherwise. The Subscriber has had a reasonable opportunity to ask questions of and receive answers from the Company, or a person or persons acting on its behalf, concerning the Company, the Amended and Restated LLC Agreement, the Subscription Agreement, and all other matters pertaining to an investment in the Interests. All such questions have been answered to the full satisfaction of the Subscriber. The Subscriber and its advisors have also had the opportunity to obtain additional information necessary to verify the accuracy of information furnished about the Company.

2. Prior to the execution of this Subscription Agreement, the Subscriber and its advisors have had the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this transaction, and the finances, operations, business and prospects of the Company. The Subscriber has been provided with and has had an opportunity to review with its advisors and ask questions pertaining to ColoHouse + HiVelocity Merger Opportunity, dated Fall 2023, prepared by Valterra Partners, LLC (collectively, the "Valterra Materials"). Except for the representations and warranties contained in this Agreement and the Amended and Restated LLC Agreement, the Subscriber acknowledges that neither the Company nor any of its members (direct or indirect), sponsors, advisors, managers, directors, officers, agents, attorneys, accountants or representatives has made any other representations or warranties, express or implied, to the Subscriber about the Company, Colo Holdings, LLC, ("COLO"), any subsidiary of COLO, any acquisition that is currently being considered by COLO, including HiVelocity, Inc. or that may be made by COLO, the investment of the Subscriber in the Company or otherwise. The Subscriber and its advisors have also had the opportunity to obtain additional information necessary to verify the accuracy of information furnished about the Company and COLO. Accordingly, the Subscriber has independently evaluated the risks of purchasing the Interests, and the Subscriber is satisfied that they have received information with respect to all matters which the Subscriber considers material to their decision to make this investment.

3. The Subscriber (i) has adequate net worth and means of providing for its current needs, anticipated future needs and possible personal contingencies, (ii) has no need for liquidity in this investment, (iii) is able to bear the substantial economic risks of an investment in the Interests for an indefinite period, (iv) at the present time, can afford a complete loss of such investment, and (v) does not have an overall commitment to investments which are not readily marketable that is disproportionate to the Subscriber's net worth, and the Subscriber's investment in the Interests will not cause such overall commitment to become excessive. Subscriber has no reason to anticipate any material change in his or her

personal financial condition for the foreseeable future. The Subscriber is able to bear the economic risk of this investment.

4. The Subscriber is an “accredited investor” as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”), (as demonstrated in the Confidential Investor Questionnaire which is part of this Subscription Agreement).

5. Subscriber is qualified by his, her or its knowledge and experience in financial and business matters, investments, securities and private placements to evaluate the merits and risks of an investment in the Interests and the Company’s investment in COLO and to make an informed decision relating thereto. The Subscriber has the financial capability for making the investment and protecting their respective interests, and the Subscriber can afford a complete loss of the investment.

6. The Subscriber recognizes that the Company has no financial or operating history and that the Interests as an investment involve significant risks; that the Interests should not be purchased by anyone who cannot afford to bear the economic risk of their investment for an indefinite period or the loss of their entire investment and that the Interests are suitable only for investors who have no need for liquidity in their investments and who have adequate means of providing for their current needs and contingencies even if their investment in the Interests results in a total loss. The Subscriber has determined that the Interests are a suitable investment for the Subscriber.

7. The Subscriber acknowledges the speculative nature of the business of COLO and the high degree of risk associated with investments in the colocation business, data centers and real estate. Each Subscriber acknowledges the risk that such Subscriber could lose its entire investment in the Company and that such Subscriber can sustain such a loss. Each Member hereby confirms that neither the Company nor its Manager nor any of their affiliates have guaranteed that the Project will return a profit to the Members.

8. Projections. THE INFORMATION AND PROJECTIONS PROVIDED TO THE MEMBERS WITH RESPECT TO COLO AND THE COMPANY WERE PREPARED BY THE MANAGER AND HAVE NOT BEEN REVIEWED OR APPROVED BY INDEPENDENT ACCOUNTANTS. THE PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. THE UNCERTAINTY OF THE PROJECTIONS IS PARTICULARLY HEIGHTENED BY THE FACT THAT THE COMPANY IS A NEWLY FORMED ENTITY AND HAS NO HISTORICAL FINANCIAL RESULTS ON WHICH TO BASE THE PROJECTIONS. THESE PROJECTIONS ARE BASED ON ASSUMPTIONS REGARDING FUTURE EVENTS AND MARKET CONDITIONS. FINANCIAL PROJECTIONS ARE SPECULATIVE IN NATURE AND IT CAN BE EXPECTED THAT ONE OR MORE OF THE ASSUMPTIONS UNDERLYING THE PROJECTIONS WILL PROVE NOT TO BE VALID AND UNANTICIPATED EVENTS AND CIRCUMSTANCES ARE LIKELY TO OCCUR. ACTUAL RESULTS WILL VARY FROM THE PROJECTIONS AND THE VARIATIONS MAY BE MATERIAL. CONSEQUENTLY, THE INFORMATION PROVIDED BY THE MANAGER TO THE MEMBERS REGARDING COLO AND THE COMPANY AND THE RELATED PROJECTIONS SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE COMPANY, THE MANAGER OR ANY OTHER PERSON THAT THE PROJECTIONS WILL BE ACHIEVED.

9. The Subscriber understands no offering of the Interests has been filed with or reviewed by the Securities and Exchange Commission and certain state securities administrators in reliance of certain exemptions from federal and certain state securities registration requirements and that no federal or state agency has made any finding or determination as to the fairness of the offering of the Interests or

any recommendation or endorsement of the Interests. The Subscriber will not sell or otherwise transfer the Interests without registering them under applicable federal and state securities laws, unless the sale or other transfer is exempt from registration under such laws, and in accordance with the terms of the Amended and Restated LLC Agreement.

10. The Subscriber understands that neither the offer nor the sale of the Interests has been registered under the Securities Act in reliance upon an exemption therefrom for non-public offerings. The Subscriber understands that the Interests must be held indefinitely unless the sale or other transfer thereof is subsequently registered under the Securities Act, and any other applicable federal and state securities laws or an exemption from such registration is available, and such transfer is in accordance with the provisions of the Amended and Restated LLC Agreement. The Subscriber further understands that the Company is under no obligation to register the Interests on such Subscriber's behalf or to assist it in complying with any exemption from registration.

11. The Interests are being purchased solely for the Subscriber's own account (or as a fiduciary for others), for investment purposes only and not for distribution, assignment or resale to others. Subscriber understands that the statutory basis on which the Interests are being sold to Subscriber and others would not be available if Subscriber's present intention were to hold the Interests for a fixed period or until the occurrence of a certain event. Subscriber realizes that in the view of the Securities and Exchange Commission, a purchase now with a present intent to resell by reason of a foreseeable specific contingency or any anticipated change in the market value, or in the condition of the Company, or that of the industry in which the business of the Company is engaged or in connection with a contemplated liquidation, or settlement of any loan obtained by Subscriber for the acquisition of the Interests, and for which such Interests may be pledged as security or as donations to religious or charitable institutions for the purpose of securing a deduction on an income tax return, would, in fact, represent a purchase with an intent inconsistent with Subscriber's representations to the Company and the Securities and Exchange Commission would then regard such sale as a sale for which the exemption from registration is not available.

12. The Subscriber realizes that it may not be able to sell or dispose of its Interests as there will be no public market for them. The Interests are and will be "restricted securities," as said term is defined in Rule 144 of the rules and regulations promulgated under the Securities Act. In addition, the Subscriber understands that its right to transfer the Interests will be subject to the conditions set forth in the Amended and Restated LLC Agreement, which include, but are not limited to, restrictions against transfer unless the transfer is not in violation of the Securities Act, and other applicable federal and state securities laws (including any applicable investor suitability standards) and the requirement that the Manager of the Company (the "Manager") consent to such transfer. The Subscriber realizes that the Manager will not consent to a transfer of any Interest(s), unless the transferee meets the suitability standards required of an initial subscriber or such conditions are waived by the Manager, and that the Manager has the right to require the transferor and transferee to provide an opinion of counsel that such transfer will not violate applicable federal and state securities laws. The Manager has the right, in its absolute discretion, to refuse to consent to the transfer of any Interest(s). The Subscriber understands that legends will be placed on any certificates or other documents evidencing the Interests with respect to the above restrictions on the assignment, resale or other disposition of the Interests and that stop transfer instructions have or will be placed with respect to the Interests so as to restrict the assignment, resale or other disposition thereof.

13. The Subscriber understands that neither the Securities and Exchange Commission nor the Commissioner of the Securities and Exchange Commission or department of securities or attorney general of any state has passed upon the merits or qualifications of, nor recommended nor approved, the Interests. Any representation to the contrary is a criminal offense.



14. The Subscriber, if a corporation, partnership, trust or other entity, is authorized and otherwise duly qualified to purchase and hold the Interests, such entity has its principal place of business as set forth on the signature page hereof and such entity has not been formed for the specific purpose of acquiring Interests unless all of its equity owners qualify as accredited individual investors under the standards set forth in the accompanying Confidential Investor Questionnaire. Beneficiaries of a trust will *not* be considered equity owners.

15. The Subscriber, if a natural person, has attained the age of majority in his or her state of residence and is mentally competent to complete and execute the Subscription Agreement and Amended and Restated LLC Agreement.

16. The Subscriber understands that the tax consequences to it of investment in the Company depend on its individual circumstances, that the Company is not providing any tax advice to the Subscriber, and that the Subscriber should consult its own tax advisors with respect to an investment in the Company.

17. The Subscriber has all requisite power, authority and capacity to acquire and hold the Interests and to execute, deliver and comply with the terms of each of the instruments required to be executed and delivered by the Subscriber in connection with this subscription for Interests, including this Subscription Agreement and the Amended and Restated LLC Agreement. The execution and performance of the Subscription Agreement and the Amended and Restated LLC Agreement by the Subscriber violates no order, judgment, injunction, agreement or controlling document to which either Subscriber is a party or by which such Subscriber is bound.

18. All information that the Subscriber has provided to the Company in the Confidential Investor Questionnaire that is part of this Subscription Agreement, or otherwise, concerning itself, its investor status, financial position and knowledge and experience in financial, tax and business matters, or, in the case of a corporation, partnership, trust or other entity, (i) the knowledge and experience in financial, tax and business matters of the person making the investment decision on behalf of such entity, (ii) the purpose for which such entity was formed and (iii) the status of the beneficial owners of the equity interests in such entity, is correct and complete as of the date set forth at the end hereof, and if there should be any change in such information prior to its subscription being accepted, the Subscriber will immediately provide the Company with such information.

19. Within ten (10) days after receipt of a written request from the Company, the Subscriber agrees to provide such information and to execute and deliver such documents as reasonably may be necessary to comply with any and all laws and ordinances to which the Company is subject with respect to the purchase of the Interests.

20. If the Subscriber is a “U.S. Person” within the meaning of Regulation S under the Securities Act, by executing this Subscription Agreement, the Subscriber hereby certifies, under penalties of perjury, that it is not a foreign person as defined in Section 1445 of the Code and agrees to notify the Company within 30 days if it becomes a foreign person. In general a foreign person is (i) an individual who is not a citizen or resident of the United States, (ii) a corporation or partnership which is not created or organized in the United States or under the law of the United States or any state or (iii) an estate or trust, the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includable in gross income for U.S. income tax purposes.

21. If the Subscriber is not a “U.S. Person” within the meaning of Regulation S under the Securities Act (a “Non-U.S. Person”) (except for offers and sales to discretionary or similar accounts

held for the benefit or account of a Non-U.S. Person by a U.S. dealer or other professional fiduciary), (i) the Subscriber is not acquiring Interests for the account or benefit of a U.S. Person, (ii) all offers to sell and offers to buy the Interests were made to or by the Non-U.S. Person while the Non-U.S. Person was outside of the United States, and at the time that the Non-U.S. Person's order to buy the Interests was originated, the Non-U.S. Person was outside of the United States, and (iii) this Subscription Agreement is being executed by the Subscriber outside the United States.

22. If the Subscriber is Australian, such Subscriber shall, as soon as practicable after the date of admission to the Company, provide the Company a certificate that complies with the requirements of Section 708(8) of the Australian Corporations Act and related regulations with respect to the investor's status as a "sophisticated investor".

23. The Subscriber certifies, under penalties of perjury, that its name, home address (in the case of a natural person) or office address (in the case of an entity) and U.S. taxpayer identifying number (social security number or such other identification number as may have been assigned by the Internal Revenue Service to a natural person or employer identification number in the case of any other person) provided herein are correct and complete. The Subscriber further understands that this certification may be disclosed to the Internal Revenue Service and that any false statement could be punished by fine, imprisonment or both.

24. The Subscriber represents and warrants that it and, if it is an entity, any beneficial owner of it is: (i) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 and all modifications thereto or thereof (as used in this Section only, the "Annex"); (ii) in full compliance with the requirements of the Patriot Act (defined below) and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"); (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Act and available for review and inspection by the Company or any lender to or for the benefit of the Company during normal business hours and upon reasonable prior notice; (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Act; (v) not listed as a Specially Designated Terrorist or as a "blocked" person on any lists maintained by the OFAC pursuant to the Patriot Act or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Act or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Act; (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Act; (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person named in the Annex or any other list promulgated under the Patriot Act or any other person who has been determined to be subject to the prohibitions contained in the Patriot Act; and (viii) not a Person subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 *et seq.*, The Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.*, and any Executive Orders or regulations promulgated thereunder. Moreover, the Subscriber represents and warrants that none of the funds it used or will use to satisfy its capital commitment to the Company have been derived from any unlawful activity. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including Executive Order 13224 effective September 24, 2001 (collectively referred to in this Section only as the "Patriot Act") and are incorporated into this Section.

25. The Subscriber is not an officer, director or "affiliate" (as that term is defined under the Securities Act) of the Company. No money has been lent to the Subscriber by the Company, another Member or an affiliate of the foregoing parties for the purposes of permitting its investment.

26. The Subscriber acknowledges that the Company has not agreed to and does not intend to register the Interests under any federal or state securities laws or to file such reports or make available adequate current public information or otherwise take any actions as required by Rule 144 that would enable the Subscriber to rely upon the provisions of Rule 144 in connection with any transfer or sale of the Interests (and that even if the Company were to file such reports or make available adequate current public information as required by Rule 144, the Subscriber generally must hold the Interests for a minimum period, unless an exemption from registration of the Interests under the Securities Act is available).

27. The Subscriber was not induced to invest in the Interests by any form of general solicitation or general advertising, including, but not limited to, the following: (a) 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 the television or radio; and (b) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

28. Subscriber represents that the subscription funds provided for this investment are either separate property of Subscriber, community property over which Subscriber has the right of control or are otherwise funds as to which Subscriber has the sole right of management.

29. Subscriber understands that the Company's acceptance of Subscriber's subscription is conditioned upon the prior receipt of any applicable regulatory approvals with respect to the direct or indirect investment in COLO by Subscriber and the Company.

B. Adoption of Amended and Restated LLC Agreement. The Subscriber hereby adopts, accepts and agrees to be bound by all the terms and provisions of the Amended and Restated LLC Agreement and to perform all obligations therein imposed upon a Class E Member with respect to the Interests purchased.

C. Special Power of Attorney. Provided that the action to be taken is in accordance with the terms of the Amended and Restated LLC Agreement, the Subscriber, by executing this Subscription Agreement, hereby makes, constitutes and appoints the Manager with full power of substitution, such Subscriber's true and lawful attorney, in its name, place and stead to execute, acknowledge, swear to, file and/or record (i) the Amended and Restated LLC Agreement and all amendments thereto; (ii) all other certificates or instruments including any amendments thereto required to be filed by the Company under the Delaware Limited Liability Company Act, as amended, or the provisions of the Amended and Restated LLC Agreement; (iii) all certificates and other instruments necessary to permit the Company to do business in any jurisdiction other than Delaware or to promote the limitation of liability of the Company therein; (iv) all conveyances and other instruments necessary to effect the dissolution and liquidation of the Company; and (v) all other certificates, instruments and documents which the Manager determines in its sole discretion are necessary or desirable to effectuate the provisions of the Amended and Restated LLC Agreement and the purposes and business of the Company. The foregoing power of attorney is deemed to be coupled with an interest and is irrevocable. Such power of attorney may be exercised by the Manager for each Class E Member by a facsimile or manual signature or by listing all of the Class E Members executing any instrument with the signature of the Manager as attorney-in-fact for all of them. Such power of attorney will survive the death, incapacity or dissolution of the Subscriber or the assignment of its interest in the Company; provided, however, such power of attorney will survive only to the extent necessary to enable the Manager to effect such substitution. The Subscriber hereby waives any and all defenses which may be available to contest, negate or disaffirm any action of the Manager, taken in good faith under such power of attorney.

D. This Special Power of Attorney does not supersede any part of the Amended and Restated LLC Agreement nor is it to be used to deprive the Subscriber of its rights as a Class E Member. It is

intended only to provide a simplified system for execution of documents. If required, the Subscriber shall execute and deliver to the Manager, within five days after the receipt of a request therefor, such additional designations, powers of attorney or other instruments as the Manager shall reasonably deem necessary.

E. Indemnification. The Subscriber acknowledges that the Company is relying on the representations and warranties of the Subscriber herein (including the certifications and other attachments hereto) as the basis, in part, for the determination that the offer and sale of the Interests to the Subscriber are not subject to the registration requirements of the Securities Act or any applicable state securities laws. Accordingly, the Subscriber agrees to indemnify and hold harmless, to the fullest extent permitted by law, the Company, the Manager, and their respective Affiliates and the partners, members, officers, directors, and legal counsel of the foregoing and each other person, if any, who controls or is controlled by any of the foregoing, within the meaning of Section 15 of the Securities Act from and against all damages, losses, costs and expenses of any kind whatsoever (including reasonable attorneys' fees and legal fees and disbursements and any and all other expenses whatsoever reasonably incurred in investigating, preparing for or defending against any litigation, arbitration proceeding, or other action or proceeding commenced or threatened, or any claim whatsoever) arising out of or in connection with, or based upon or resulting from, (1) the failure of the Subscriber to fulfill any of the terms or conditions of this Subscription Agreement or any false representation or warranty or breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber in this Subscription Agreement or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction, (2) any action for securities law violations instituted by the Subscriber which is finally resolved by judgment against the Subscriber, or (3) the compliance by the Manager, the Company or any of their respective employees in good faith with the requirements of applicable anti-money laundering and anti-terrorism legislation, foreign corrupt practice laws or any other legislative or regulatory provision with respect to the Subscriber.

F. Consent to Representation: Conflict of Interest; Waiver. The Subscriber acknowledges and agrees that legal counsel to the Company in connection with offering and sale of Interests ("Counsel") has in the past and may from time to time in the future render services to Valterra Partners, LLC and its affiliates, and the Class B Member of the Company. The Subscriber further acknowledges and agrees that such Counsel may also, in the future, render services to the Company with respect to activities other than the offer and sale of Interests. The Subscriber understands that such Counsel is not representing the Subscriber or any other prospective purchaser of Interests in connection with the offering and sale of the Interests. Moreover, the Subscriber understands that partners and employees of such Counsel may purchase Interests on the same basis as the other subscribers for Interests.

G. Compliance with other U.S. Laws. The Subscriber specifically acknowledges, understands and agrees that the Patriot Act and related laws require the Company to obtain certain information regarding the Subscriber and that the regulations of OFAC make void any transaction with an individual, group or entity listed on the list created by OFAC of parties subject to OFAC sanctions (31 C.F.R. 594.202(a)). In order to induce the Company to accept this subscription, the Subscriber hereby represents and warrants to, and covenants with, the Company as follows:

1. Compliance with Governmental Information Requests. The Subscriber hereby agrees to provide any and all information that may be requested by the Company regarding the identity (i.e., taxpayer identification number, passport number, date of birth or other similar identifying information) of Subscriber (individual, entity or organization) and each beneficial owner (individual, entity or organization) of Subscriber, in order to enable the Company to expeditiously comply with any request it may receive from the U.S. Financial Crimes Enforcement Network ("FinCEN"). Each Subscriber further agrees to assist the Company and promptly provide any and all information requested by the Company to enable the Company to comply with any laws applicable to the Company that regulate investment in U.S. entities by foreign national and foreign entities.

2. Compliance with Executive Orders and “Specially Designated Nationals” List. The Subscriber understands and agrees that the Company will check the Subscriber against the “Specially Designated Nationals” (“SDN”) list assembled by the OFAC and FinCEN, and will not knowingly accept any subscription from, and will not knowingly sell a Membership Interest to, any individual, entity or organization who is listed on the SDN list or whose beneficial owner or control person is an individual, entity or organization that is identified on the SDN list.

3. Subscriber Identification - USA Patriot Act Notice. The Subscriber acknowledges that the Company hereby notifies Subscriber that pursuant to the requirements of the Patriot Act and the Company’s policies and practices, the Company is required to obtain, verify and record certain information and documentation that identifies the Subscriber, which information includes the name, address and citizenship of the Subscriber and such other information that will allow the Company to identify the Subscriber in accordance with the Patriot Act. In addition, the Subscriber hereby represents, warrants and covenants that the Subscriber will not use or permit the use of the proceeds of any distribution received by the Subscriber from the Company to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. The Subscriber agrees to indemnify and hold the Company harmless from any liability resulting from any breach or violation of the provisions of this Section.

H. Restrictive Legend and Stop-Transfer Instructions. The Subscriber understands that until the Interests have been registered under the Securities Act and applicable state securities laws or the Company shall have received either (i) an opinion of counsel reasonably satisfactory to the Company to the effect that a specific proposed sale, pledge, hypothecation or other transfer may be effected without registration under the Securities Act or (ii) a “no action” letter from the Securities and Exchange Commission to the effect that the distribution of such Interests without registration will not result in a recommendation by the staff of the Securities and Exchange Commission that action be taken with respect thereto, each certificate representing such Interests (if the Interests are certificated) shall bear a legend substantially similar to the following:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY OTHER SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933 AND ANY OTHER APPLICABLE SECURITIES LAWS, UNLESS THE HOLDER SHALL HAVE OBTAINED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE CORPORATION THAT SUCH REGISTRATION IS NOT REQUIRED.

In addition, each certificate representing the Interests (if the Interests are certificated) shall bear a legend substantially similar to the following:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, DATED AS OF [\_\_\_\_\_, 2023], BY AND AMONG THE COMPANY AND THE MEMBERS OF THE COMPANY THAT ARE SIGNATORIES THERETO, A COPY OF WHICH AMENDED AND RESTATED LLC AGREEMENT IS AVAILABLE FOR INSPECTION AT THE OFFICES OF THE COMPANY AND SHALL BE AVAILABLE UPON REQUEST.

I. Privacy Notice. If a natural person (or an entity that is an “alter ego” of a natural person (e.g., a revocable grantor trust, an individual retirement account or an estate planning vehicle)), the Subscriber has received and read a copy of the initial privacy notice with respect to the Company’s and Valterra Partners, LLC’s collection and maintenance of non-public personal information regarding the Subscriber, and the Subscriber hereby requests and agrees, to the extent permitted by applicable law, that the Company shall refrain from sending to the Subscriber (i) an annual privacy notice, as contemplated by 16 CFR Part 313, §313.5 (the Federal Trade Commission’s Final Rules regarding the Privacy of Consumer Financial Information (the “FTC’s Final Privacy Rules”)), provided that the Manager shall keep an annual privacy notice with the books and records of the business and such annual privacy notice shall be available to the Subscriber upon its request, and (ii) any other information regarding the customer relationship, as contemplated by 16 CFR Part 313, §313.9(c)(2) (the FTC’s Final Privacy Rules). The Subscriber understands that, at any time subsequent to the date hereof, it may elect to receive any information contemplated by clauses (i) and (ii) above, but only to the extent that the Company is required by applicable law to deliver such information, by providing reasonable prior written notice to the Company to such effect.

J. Miscellaneous.

1. The Subscriber agrees not to transfer or assign this Subscription Agreement, or any of such Subscriber’s interest herein, and further agrees that the transfer or assignment of the Interests acquired pursuant hereto shall be made only in accordance with the Amended and Restated LLC Agreement and all applicable laws.

2. The Subscriber agrees that it may not cancel, terminate or revoke this Subscription Agreement or any agreement of the Subscriber made hereunder (except as otherwise specifically provided herein) and that this Subscription Agreement shall survive the death or disability of the Subscriber and shall be binding upon its heirs, executors, administrators, successors and assigns.

3. This Subscription Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

4. This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the internal laws of the State of Delaware, without giving effect to the choice of law or conflict of law rules or laws of such jurisdiction.

5. Within five days after receipt of a written request from the Company, the Subscriber agrees to provide such information and to execute and deliver such documents as reasonably may be necessary to comply with any and all laws, regulations and ordinances to which the Company is subject.

6. The representations and warranties of the Subscriber set forth herein, shall survive the sale of the Interests pursuant to this Subscription Agreement.

7. In the event that 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. Any provision hereof which may be held invalid or unenforceable under any applicable law or in any particular instance shall not affect the validity or enforceability of any other provisions hereof or of such provision in any other instance, and to this extent the provisions hereof shall be severable.

8. The Subscriber agrees that any litigation, claim or lawsuit directly or indirectly arising out of or related to this Subscription Agreement shall be instituted exclusively in the courts, whether federal or state, located in the State of Delaware, and nowhere else, to which jurisdiction the Subscriber consents. The Subscriber further agrees that, notwithstanding the foregoing, any such litigation, claim or lawsuit as to which there is federal jurisdiction, by reason of diversity, federal question or otherwise, shall be instituted exclusively in the Federal District Court for the District of Delaware. The prevailing party in any such litigation, claim or lawsuit shall be entitled to recover from the other party expenses, including reasonable attorneys' fees, including expenses and fees of any appeals. **THE SUBSCRIBER HEREBY WAIVES SUBSCRIBER'S RIGHTS TO TRIAL BY JURY.**

9. Whether or not the transactions contemplated by this Agreement are consummated, each party hereto will pay its own expenses incident to preparing for, entering into and carrying out this Agreement and the transactions contemplated hereby.

10. This Subscription Agreement may be executed in the original or by facsimile in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument.

11. The Subscriber realizes that this Subscription Agreement does not constitute an offer by the Company to sell the Interests but is merely a request for information.

12. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Amended and Restated LLC Agreement, a form of which the Subscriber has received from the Company.

13. Unless otherwise provided herein, all notices hereunder shall be in writing and shall be given (i) if to the Company, to the address set forth above, or such other address or addresses as to which the Members shall have been given notice, and (ii) if to the Subscriber, to the Subscriber and its designees at the address given in this Subscription Agreement, or such other address or addresses as to which the Manager shall have been given notice. Any notice shall be deemed to have been given if personally delivered or sent by United States mail or by commercial courier or delivery service or by facsimile transmission or e-mail and will be deemed to be received, (a) if sent by certified or registered mail, return receipt requested, when actually received, (b) if sent by United States Express Mail or by commercial courier or delivery service, when actually received, (c) if sent by facsimile or e-mail, on the date sent, and (d) if delivered by hand, on the date of receipt.

14. Except as otherwise provided in the Amended and Restated LLC Agreement, to the fullest extent permitted by applicable law, neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be transferable or assignable by the Subscriber (including pursuant to a termination, liquidation or dissolution) without the prior written consent of the Company. Any transfer or assignment made in violation of this section shall be entirely null and void. Except as otherwise provided herein, this Subscription Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns. If the Subscriber is more than one person, the obligation of the Subscriber shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his or her heirs, executors, administrators and successors.

K. Confidentiality. The Subscriber shall maintain the confidentiality of all non-public information which has been or shall be furnished to it or any of its advisers or representatives under this Subscription Agreement and the Amended and Restated LLC Agreement, including without limitation any

reports delivered by the Company pursuant to the terms of the Amended and Restated LLC Agreement and any other non-public information about the Company, in accordance with its customary and appropriate procedures with respect to confidential information of similar importance, and agrees that any such information shall neither be used by it to its personal benefit (other than in connection with his investment in the Company) nor, without the prior written consent of the Manager, disclosed to any third party for any reason (other than any prospective transferee or assignee (provided such person agrees to be bound by the terms of this section), any regulatory (governmental, self-regulatory or otherwise) body having or asserting jurisdiction over the Subscriber and such of its directors, investment advisers, employees, outside counsel, independent accountants or representatives as need to or customarily have access to such information and that it will use its best efforts to cause its directors, investment advisers, employees, outside counsel, independent accountants and representatives to observe the confidentiality requirements provided herein); provided that the foregoing obligation shall not apply to any such information which (i) is part of the public knowledge or literature and readily accessible at the date hereof, (ii) becomes part of the public knowledge or literature and readily accessible by publication (except as a result of a breach of this provision), (iii) is received from third parties (except third parties who disclose such information in violation of any confidentiality agreements including without limitation any Subscription Agreement they may have with the Company), or (iv) subject to the use of reasonable efforts to preserve confidentiality in connection with disclosure (including and giving the Company the opportunity to intervene and challenge any such requirement), is disclosed as may be required in response to any summons or subpoena or in connection with litigation (to enforce rights or otherwise) or otherwise as required by law.

L. Effect of Signing Omnibus Signature Page. THE UNDERSIGNED SUBSCRIBER AGREES AND ACKNOWLEDGES THAT THE SIGNATURE OF THE UNDERSIGNED SUBSCRIBER ON THE OMNIBUS SIGNATURE PAGE CONSTITUTES THE EXECUTION OF (A) THIS SUBSCRIPTION AGREEMENT AND CONFIDENTIAL INVESTOR QUESTIONNAIRE, AND (B) THE COMPANY AMENDED AND RESTATED LLC AGREEMENT.



SECTION A  
GENERAL INFORMATION

This Section A must be completed by all subscribers.

1. **Subscriber Identifying Information:**

**Clearly print the exact name(s)** in which title to the Interests is to be held (if held by an entity (trust or company) provide the legal name of the entity, if held as Joint Tenants, provide both individuals' names):

\_\_\_\_\_

Please indicate the form of ownership you desire for the Interests.

\_\_\_\_\_ Individual (One signature required)

\_\_\_\_\_ Joint Tenants with right of survivorship (Both parties must sign)

\_\_\_\_\_ Tenants in Common (All parties must sign)

\_\_\_\_\_ Community Property (One signature required if interest held in one name, i.e., managing spouse; two signatures required if interest is held in both names)

\_\_\_\_\_ Trust (Trustee must sign as follows:

\_\_\_\_\_ as trustee for  
\_\_\_\_\_ dated \_\_\_\_\_)

\_\_\_\_\_ Corporation (Signature of authorized officer(s) required)

\_\_\_\_\_ Partnership (Signature of general partner and additional signatures, if required by partnership agreement)

\_\_\_\_\_ Limited Liability Company (signature of authorized Member and additional signatures if required by operating agreement)

\_\_\_\_\_ Other Entities (As required by applicable documents)

Home Address for Natural Person or Business Address for Entity:

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Social Security/Tax I.D. #: \_\_\_\_\_

Date of Birth for Natural Person or Date of Formation for Entity: \_\_\_\_\_

(If the Interests are to be held in joint tenancy, please complete dates of birth and social security numbers for both joint tenants.)

**2. Communications With Subscriber:**

Send Mail (including reports and tax information) to:

\_\_\_\_\_ Home                      \_\_\_\_\_ Business Address                      \_\_\_\_\_ E-mail Address

Send Capital Calls, if any, to:

\_\_\_\_\_ Home                      \_\_\_\_\_ Business Address                      \_\_\_\_\_ E-mail Address

\_\_\_\_\_ Other: Please provide mailing address if other than home address:

**3. Preferred Form of Cash Distribution:**

By check (See address above):                      [   ]

By direct deposit:    [   ]

If requesting direct deposit, I am attaching, or including below, appropriate wire transfer instructions or automated clearing house information from my bank or investment institution. I understand that it is my responsibility to keep you advised of any changes in my bank or account number to ensure that I have timely receipt of my distributions.

Name of Bank                      \_\_\_\_\_

Bank Address                      \_\_\_\_\_

ABA Number / SWIFT Code                      \_\_\_\_\_

IBAN / Account Number                      \_\_\_\_\_

Account Name                      \_\_\_\_\_

**SECTION B**  
**BACKGROUND DOCUMENTATION**

To comply with applicable anti-money laundering/OFAC rules and regulations, this Section B must be completed by all subscribers.

**1. Payment Information:**

(a) Name of the bank from which the Subscriber's contributions to the Company will be wired (the "Wiring Bank"): \_\_\_\_\_

(b) Is the Wiring Bank located in the United States or another FATF Country?<sup>2</sup>

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "Yes," please answer Section B(1)(c) below. If "No," please provide the information described in Section B(2) below.

(c) Is the Subscriber a customer of the Wiring Bank?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "Yes," you may skip Section B(2) below. If "No," please provide the information described in Section B(2) below.

**2. Additional Information**

**If the Subscriber responded "No" to Section B(1)(b) or Section B(1)(c) above, then the following materials must be provided.**

\_\_\_\_\_ A certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (e.g., certificate of good standing).

\_\_\_\_\_ An incumbency certificate attesting to the title of the individual executing the Subscription Agreement on behalf of the Subscriber.

\_\_\_\_\_ A completed copy of Exhibit B certifying that the entity has adequate anti-money laundering policies and procedures in place that is consistent with the USA PATRIOT Act, OFAC and other relevant federal, state or foreign anti-money laundering laws and regulations.

\_\_\_\_\_ A letter of reference from a local office of a reputable bank or brokerage firm that is incorporated, or has its principal place of business located, in the U.S. or other FATF Country certifying that the Subscriber (i.e., the fund of funds or the entity investing on

---

<sup>2</sup> An FATF Country is a country that is a member of the Financial Action Task Force. The list of FATF Countries may be found at: <http://www.fatf-gafi.org/about/membersandobservers/>.

behalf of third parties) maintains an account at such bank/brokerage firm for a length of time and containing a statement affirming the Subscriber's integrity.

\_\_\_\_\_ If the Subscriber is a privately-held entity, a completed copy of Exhibit C listing the name of each Person who directly, or indirectly through intermediaries, is the beneficial owner of 25% or more of any voting or non-voting class of equity interests of the Subscriber.

\_\_\_\_\_ If the Subscriber is a trust, a completed copy of Exhibit D listing the current beneficiaries of the trust that have, directly or indirectly, 25% or more of any interest in the trust, the settlor of the trust and the trustees.

**SECTION C**  
**CERTIFICATION OF ACCREDITED INVESTOR STATUS**

This Section C must be completed by all subscribers.  
**Please initial all that apply.**

The Interests have not been registered, and will not be registered, under the Securities Act, or any state securities laws. The Interests are being offered and sold in a private placement pursuant to Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D thereunder. Accordingly, they are being offered and sold only to a limited number of “accredited investors”, as defined in Rule 501(a) under the Securities Act. The Subscriber hereby certifies that the Subscriber is an “accredited investor”, as follows:

**ITEM I - FOR SUBSCRIBERS WHO ARE NATURAL PERSONS (INCLUDING GRANTORS OF REVOCABLE TRUSTS—SEE ALSO ITEM III BELOW)**

A. I certify that I am an accredited investor because I am a natural person and had individual income (exclusive of any income attributable to my spouse) of more than \$200,000 in each of the two most recent calendar years and I reasonably expect to have an individual income in excess of \$200,000 for the current calendar year. For purposes of this questionnaire, “income” means adjusted gross income as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by 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, (iii) any deduction claimed for depletion, (iv) amounts contributed to an IRA or Keogh retirement plan, (v) alimony paid and (vi) the amount, if any, by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code of 1986, as amended, in effect during the year for which adjusted gross income is being calculated.

**Initial here if this statement A. applies \_\_\_\_\_**

B. I certify that I am an accredited investor because I am a natural person and had a joint income (calculated as set forth in Item I.A. above but including income attributable to my spouse or to property owned by my spouse) with my spouse in excess of \$300,000 in each of the two most recent calendar years and have a reasonable expectation of having joint income in excess of such amount in the current calendar year.

**Initial here if this statement B. applies \_\_\_\_\_**

C. I certify that I am an accredited investor because I am a natural person and have an individual net worth, or my spouse and I have a combined net worth, in excess of \$1,000,000. For purposes of this questionnaire, joint “net worth” means the amount equal to total assets at fair market value (including personal and real property, but excluding the value of my principal residence) subtracted by total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than 60 days before the Interests are purchased, but includes (i) any mortgage amount in excess of the home's fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the closing date for the sale of Interests for the purpose of investing in the Interests.

**Initial here if this statement C. applies \_\_\_\_\_**

ITEM II - FOR PARTNERSHIPS, LIMITED LIABILITY COMPANIES, CORPORATIONS OR  
OTHER ENTITIES WHICH ARE NOT TRUSTS OR EMPLOYEE BENEFIT PLANS

**(Note: Additional documentation, may be required, including appropriate evidence of the authority of the individual executing this Agreement to act on the entity's behalf, e.g., if a corporation, a certified corporate resolution authorizing the signature and a certified copy of the articles of incorporation; if a partnership, a certified copy of the partnership agreement; or if a limited liability company, a certified copy of the operating agreement.)**

A. The Subscriber hereby certifies that all of the equity owners (i.e., shareholders, members or partners) of the Subscriber are accredited investors as defined in either Item I.A., I.B. or I.C. above. The Subscriber understands that a list of all equity owners may be required.

**Initial here if this statement A. applies \_\_\_\_\_**

B. The Subscriber hereby certifies that it is a corporation, a limited liability company or a partnership, not formed for the specific purpose of acquiring the Interests, with total assets in excess of \$5,000,000.

**Initial here if this statement B. applies \_\_\_\_\_**

ITEM III - FOR TRUSTS

A. The Subscriber hereby certifies that it is a revocable trust which may be amended or revoked at any time by the grantors, and all the grantors are accredited investors as defined in Item I.A., B. or C. above. The Subscriber hereby further certifies that following is a list of all grantors.

**(Note: Additional documentation, including a certified copy of the Trust Agreement or other evidence authorizing the Trustee of the Trust to make an investment of this type, may be required.)**

**Initial here if this statement A. applies \_\_\_\_\_**  
*Please also initial statements in Item I. that are  
applicable to the grantor(s)*

B. The Subscriber hereby certifies that it is a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Interests, whose purchase of the Interests is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of an investment in the Interests.

**(Note: Additional documentation, including a certified copy of the Trust Agreement or other evidence authorizing the Trustee of the Trust to make an investment of this type, may be required. Evidence of the investment sophistication of the trustee will be required.)**

**Initial here if this statement B. applies \_\_\_\_\_**

**OMNIBUS SIGNATURE PAGE**  
**TO VALTERRA DATA HOLDINGS, LLC**  
**SUBSCRIPTION AGREEMENT AND CONFIDENTIAL INVESTOR QUESTIONNAIRE, AND**  
**AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF VALTERRA DATA**  
**HOLDINGS, LLC**

This signature page must be completed and signed by all subscribers.

The undersigned Subscriber for Class E Membership Interests in the Company hereby submits this Omnibus Signature Page, which constitutes the signature page for (a) this Subscription Agreement and Confidential Investor Questionnaire, and (b) the Amended and Restated Limited Liability Company Agreement of Valterra Data Holdings, LLC. The undersigned represents and agrees that THE EXECUTION OF THIS OMNIBUS SIGNATURE PAGE CONSTITUTES THE EXECUTION OF EACH OF THE FOREGOING DOCUMENTS and, in addition, acknowledges, certifies, and represents to the Company as follows: (i) the information contained herein is complete and accurate and may be relied upon by the Company and the Manager; (ii) the Subscriber will notify the Company immediately of any material change in any of such information occurring prior to the acceptance of this subscription and promptly provide written confirmation; (iii) the number of Interests purchased by a Subscriber will the percentage equal to (I) the ratio of (x) aggregate purchase price subscribed for by the Subscriber in this Subscription Agreement and accepted by the Company, to (y) the aggregate amount of the Adjusted Capital Contributions (as defined in the Amended and Restated LLC Agreement) of all Members (as defined in the Amended and Restated LLC Agreement) of the Company, times (II) 100; (iv) the Subscriber understands that a false representation may constitute a violation of law, and that any person who suffers damage as a result of a false representation may have a claim against the Subscriber for damages; and (v) the Subscriber agrees to be bound by the terms of the Subscription Agreement and the Fourth Amended and Restated Limited Liability Company Agreement of Valterra Data Holdings, LLC (the “Amended and Restated LLC Agreement”). The undersigned Subscriber hereby consents to, accepts, and approves the Third Party Investment, and the Waiver.

The Subscriber hereby subscribes for a number of Interests determined based on the Subscriber’s total subscription amount, not to exceed the amount set forth below, that is accepted by the Company and will wire transfer such subscription funds pursuant to the above wire transfer instructions as follows:

\$ \_\_\_\_\_  
Total Subscription Amount

Your Subscription, in the amount determined by the Manager in its sole discretion, shall be payable at such date and time as is determined by the Manager in its sole discretion.

IN WITNESS WHEREOF, the Subscriber represents, under penalty of perjury, that the foregoing statements are true and correct and the undersigned has executed the foregoing documents this: \_\_\_\_ day of \_\_\_\_\_, 2023.

---

One Managed Investment Funds Limited is executing this document solely in its capacity as custodian (“**Custodian**”) for Spire Investments Pty Ltd (ACN 625 698 660) (“**Beneficial Owner**”). All obligations, covenants, rights, duties, responsibilities, undertakings, representations, warranties, agreements, indemnities, powers of attorney and similar provisions provided for or resulting from the execution of this document and all associated documents by the Custodian are solely those and the responsibility of the Beneficial Owner. See “Annexure A” over the page for the limitation clause which is applicable to the Custodian and its investment pursuant to the Subscription Agreement (including any additional investments pursuant to the Subscription Agreement).

**Executed by One Managed Investment )**  
**Funds Limited** ACN 117 400 987 by its )  
attorneys under Power of Attorney dated 14 )  
June 2019 in the presence of: )  
)  
)  
)  
)

.....  
Signature of witness

.....  
Signature of attorney

.....  
Title

.....  
Name  
(BLOCK LETTERS)

.....  
Name  
(BLOCK LETTERS)

.....  
Signature of attorney

.....  
Title

.....  
Name  
(BLOCK LETTERS)



**Annexure A –**

**VALTERRA DATA HOLDINGS, LLC**

**Custodian's Limitation of Liability**

- (a) The Custodian enters into this Private Placement of Class E Membership Interests for the Company dated \_\_\_\_\_, 2023, the Subscription Agreement and the LLC Agreement (together known as the “**Private Placement**”) only as agent of Spire Investments Pty Ltd (ACN 625 698 660) (“**Client**”). The Custodian can only act in accordance with the terms of the agreement under which it is appointed as the Client's agent and is not liable under any circumstances ((other than and only to the extent of its own fraud or misrepresentation (only in respect of Sections A.4, A.5, A.9 and A.22 of the Subscription Agreement) or wilful default) to any party under this Private Placement. This limitation of the Custodian's liability applies despite any other provision of this Private Placement and extends to all liabilities and obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Private Placement. The Custodian represents that it has authority to enter into this Private Placement on behalf of the Client.
- (b) The Custodian is not obliged to do or refrain from doing anything under this Private Placement (including, without limitation, incur any liability) unless the Custodian's liability is limited in the same manner as set out in clauses (a) to (d).
- (c) No attorney, agent, receiver or receiver and manager appointed in accordance with this Private Placement has authority to act on behalf of the Custodian in a way which exposes the Custodian to any liability as set out in clauses (a) to (d).
- (d) If, whether by the express provisions of this Private Placement or by implication of law, the Custodian makes or is taken to have made any representation or warranty then, except for the representations and warranties that can only be within the Custodian's actual corporate knowledge (including, but not limited to, A.4, A.5, A.9 and A.22 of the Subscription Agreement), those representations and warranties are taken to have been made by the Client. For the avoidance of any doubt, the Client shall be responsible for all obligations, covenants, rights, duties, responsibilities, undertakings, representations, warranties, agreements, indemnities, powers of attorney and similar provisions provided for or resulting from the execution of all documents by the Custodian in connection with this Private Placement.

**Agreement and Undertaking of Spire Investments Pty Ltd (ACN 625 698 660) (the “Beneficial Owner”)**

The Beneficial Owner, by execution of this Subscription Agreement, does hereby undertake and agree to perform all of the obligations, covenants, rights, duties, responsibilities, undertakings, representations, warranties, agreements, indemnities, powers of attorney and similar provisions of One Managed Investment Funds Limited as the Subscriber provided for or resulting from the execution of this Subscription Agreement and all associated documents entered into by the Custodian as if the Beneficial Owner was the Subscriber and a party to all such documents.

The Beneficial Owner agrees to indemnify and hold harmless, to the fullest extent permitted by law, the Company, the Manager, and their respective Affiliates and the partners, members, officers, directors, and legal counsel of the foregoing and each other person, if any, who controls or is controlled by any of the foregoing, within the meaning of Section 15 of the Securities Act from and against all damages, losses, costs and expenses of any kind whatsoever (including reasonable attorneys’ fees and legal fees and disbursements and any and all other expenses whatsoever reasonably incurred in investigating, preparing for or defending against any litigation, arbitration proceeding, or other action or proceeding commenced or threatened, or any claim whatsoever) arising out of or in connection with, or based upon or resulting from, (1) the failure of the Custodian or the Beneficial Owner to fulfill any of the terms or conditions of this Subscription Agreement or any misrepresentation or warranty or breach or failure by the Custodian or the Beneficial Owner to comply with any covenant or agreement made by the Custodian or the Beneficial Owner in this Subscription Agreement or in any other document furnished by the Custodian or the Beneficial Owner to any of the foregoing in connection with this transaction, (2) any action for securities law violations instituted by the Subscriber which is finally resolved by judgment against the Custodian or the Beneficial Owner, or (3) the compliance by the Manager, the Company or any of their respective employees in good faith with the requirements of applicable anti-money laundering and anti-terrorism legislation, foreign corrupt practice laws or any other legislative or regulatory provision with respect to the Custodian or the Beneficial Owner.

ACCEPTED AND AGREED

Spire Investments Pty Ltd

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2023  
Name:

Title:

**Accepted on behalf of VALTERRA DATA HOLDINGS, LLC:**

Valterra Partners, LLC, its manager

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

Name: Scott Macintosh

Title: Manager

## **IRS Form W-9, Form W-8BEN and Form W-8BEN-E**

IRS Forms W-9 is available at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

IRS Form W-8BEN is available at: <https://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

IRS Form W-8BEN-E is available at: <https://www.irs.gov/pub/irs-pdf/fw8bene.pdf>

Please complete the appropriate form.

**VALTERRA DATA HOLDINGS, LLC**

**BROKER OR AUTHORIZED INVESTMENT REPRESENTATIVE VERIFICATION**

The undersigned (the broker, registered representative or registered investment advisor) has reviewed the information provided in this Confidential Investor Questionnaire and in the attached Subscription Agreement by his/her client(s) and believes such information is accurate based upon his/her knowledge of such client's affairs.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Office Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Office Phone:** \_\_\_\_\_

**BROKER-DEALER OR REGISTERED INVESTMENT ADVISOR INFORMATION**

**Name of Firm:** \_\_\_\_\_

**Firm Address:** \_\_\_\_\_

**Office Phone:** \_\_\_\_\_

**Office Phone (fax):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Privacy Notice<sup>3</sup>

---

Valterra Partners, LLC  
Valterra Data Holdings, LLC

*Our Commitment to Your Privacy:* We are sensitive to the privacy concerns of our individual members. We have a policy of protecting the confidentiality and security of information we collect about you. We are providing you this notice to help you better understand why and how we collect certain personal information, the care with which we treat that information, and how we use that information.

*Sources of Non-Public Information:* In connection with forming and operating our operating entities for our members, we collect and maintain non-public personal information from the following sources: (i) Information we receive from you in conversations over the telephone, in voicemails, through written correspondence, via e-mail, or on subscription agreements, investor questionnaires, applications or other forms; (ii) Information about your transactions with us or others; and (iii) Information captured on our website, including registration information and any information captured via “cookies.”

*Disclosure of Information:* We do not disclose any non-public personal information about you to anyone, except as permitted by law or regulation and to service providers.

*Former Members:* We maintain non-public personal information of our former members and apply the same policies that apply to current members.

*Information Security:* We consider the protection of sensitive information to be a sound business practice, and to that end we employ physical, electronic and procedural safeguards to protect your non-public personal information in our possession or under our control.

*Further Information:* We reserve the right to change our privacy policies and this Privacy Notice at any time. The examples contained within this notice are illustrations only and are not intended to be exclusive. This notice complies with the privacy provisions of the U.S. Gramm-Leach-Bliley Act. You may have additional rights under other U.S. laws that may apply to you.

---

<sup>3</sup> This Privacy Notice is intended only for individuals and certain entities that are essentially “alter egos” of individuals (e.g., revocable grantor trusts, IRAs or certain estate planning vehicles).

**EXHIBIT A**

**Fourth Amended and Restated Limited Liability Company Agreement of Valterra Data Holdings,  
LLC**

(See Attached)

**EXHIBIT B**

**Form of AML Certification**

**To be completed if you responded “No” to Section B(1)(b) or Section B(1)(c) of the Investor Questionnaire**

The undersigned, being the \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_ organized under the laws of \_\_\_\_\_,  
*Insert Title* *Insert Name of Entity*  
*Insert Type of Entity* *Insert Jurisdiction of Organization*  
(the “Subscriber”), does hereby certify on behalf of the Subscriber that it is aware of the requirements of the USA PATRIOT Act of 2001, the regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control and other applicable U.S. federal, state or non-U.S. anti-money laundering laws and regulations (collectively, the “anti-money laundering/OFAC laws”). The Subscriber has anti-money laundering policies and procedures in place reasonably designed to verify the identity of its [beneficial holders] [underlying investors] and their sources of funds. Such policies and procedures are properly enforced and are consistent with the anti-money laundering/OFAC laws such that the Company may rely on this Certification.

The Subscriber hereby represents to the Company that, to the best of its knowledge, the Subscriber's [beneficial holders] [underlying investors] are not individuals, entities or countries that may subject the Company to criminal or civil violations of any anti-money laundering/OFAC laws. The Subscriber has read the section entitled “Representations and Warranties” in the Company's Subscription Agreement. The Subscriber has taken all reasonable steps to ensure that its [beneficial holders] [underlying investors] are able to certify to such representations. The Subscriber agrees to promptly notify the Company and the Manager should the Subscriber have any questions relating to any of the [beneficial holders] [underlying investors] or become aware of any changes in the representations set forth in this Certification.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:



## **EXHIBIT C**

### **Beneficial Ownership Information**

**To be completed by Subscribers that are privately held entities (except trusts) that responded “No”  
to Section B(1)(b) or Section B(1)(c) of the Confidential Investor Questionnaire**

Instructions:

Please complete and return this Exhibit C and provide the name of every Person who is directly, or indirectly through intermediaries, the beneficial owner of 25% or more of any voting or nonvoting class of equity interests of the Subscriber. If there are intermediaries that are not individuals, please continue up the chain of ownership by providing the name of every Person who is the beneficial owner of 25% or more of any voting or non-voting class of equity interests of such intermediaries until individuals are listed.

<b>Full Name</b>	<b>If Shareholder is an Individual, Insert Name and Address of Principal Employer and Position</b>	<b>Principal Place of Business (for Entities) or Citizenship (for Individuals)</b>

## **EXHIBIT D**

### **Beneficial Ownership Information**

**To be completed by Subscribers that are Trusts that responded “No” to Section B(1)(b) or Section B(1)(c) of the Confidential Investor Questionnaire**

Instructions:

Please complete and return this Exhibit D and provide the name of (i) every current beneficiary that has, directly or indirectly, an interest of 25% or more in the trust, (ii) every person who contributed assets to the trust (settlers or grantors) and (iii) every trustee. If there are intermediaries that are not individuals, please continue up the chain of ownership by providing the name of every Person who is the beneficial owner of 25% or more of any voting or nonvoting class of equity interests of such intermediaries until individuals are listed.

<b>Full Name and Address</b>	<b>Status (Beneficiary/Settlor/Trustee)</b>	<b>Principal Place of Business (for Entities) or Citizenship (for Individuals)</b>