

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA

IN RE: ESTATE OF

File No. 2022-CP-3062

LYNN EDWARD BAKER,

Division: Probate

Deceased.

STATEMENT OF CLAIM BY MATTHEW CHOI

The undersigned, MATTHEW CHOI ("Claimant"), by and through his undersigned counsel, hereby presents for filing against the above-referenced estate this Statement of Claim and, in support thereof, states the following:

1. The basis for the claim is that Claimant transferred money to the decedent, in his fiduciary capacity, for an investment in the Advisors Equity, LLC Series A Fund. Claimant never received any legal documentation of his membership interest in Advisors Equity, LLC (or any other entity) nor any information regarding the status of his investment. Claimant now seeks the return of the monetary funds which were purportedly invested by the decedent. A copy of the Subscription Agreement entered into between the decedent, as the managing member of IAMC, LLC (which was the managing member of Advisors Equity, LLC), and Claimant, as well as an amendment to the Subscription Agreement, are attached to this Statement of Claim as Composite Exhibit "A".

2. The name and address of Claimant are Matthew Choi, c/o Gunster, Yoakley & Stewart, P.A., 5551 Ridgewood Drive, Suite 501, Naples, Florida 34108, and the name and address of Claimant's attorneys are set forth below.

3. The amount of the claim is the greater of (i) \$500,000, which was the amount of Claimant's investment with the decedent, and (ii) the current fair market value of the investment

(If the decedent had in fact invested Claimant's funds as agreed), together with accrued and unpaid interest and attorney fees and costs incurred in the collection of this amount, all of which is now due. Documents supporting the amount of the claim are attached to this Statement of Claim as Composite Exhibit "B".

4. The claim is currently due and is not contingent or unliquidated.
5. Upon information and belief, the claim is not secured.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on this 16 day of February, 2023.



M. TRAVIS HAYES, ESQ.

Florida Bar No. 27883

MICHAEL B. GREEN, ESQ.

Florida Bar No. 87571

GUNSTER, YOAKLEY & STEWART, P.A.

5551 Ridgewood Drive, Suite 501

Naples, Florida 34108-2719

Attorney E-mail: thaves@ufpac.com

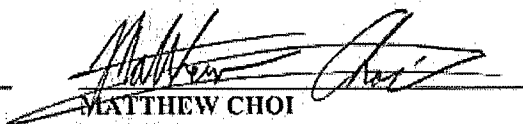
Attorney E-mail: mgreen@gunster.com

Secondary E-mail: jstevenson@ufpac.com

Telephone: 239-514-1000

Facsimile: 239-594-7313

Attorneys for Claimant



MATTHEW CHOI
Claimant

Copy mailed to attorney for Personal
Representative on _____,
2023.

CLERK OF THE CIRCUIT COURT

BY: _____

SUBSCRIPTION AGREEMENT

FOR

Advisors Equity LLC

Advisors Equity LLC

5965 Ashford Ln,

Naples, FL 34110

Dear All:

Advisors Equity LLC (the "**Company**") is offering (the "**Offering**") through IAMC, LLC, as the Placement Agent of the Offering (the "**Placement Agent**"), of the Company's Class A Member Interests (the "**Class A Interests**") not more than 2,700 (\$27,000,000) Class A Interests (the "**Maximum Offering Amount**") on a "best efforts" basis.

If the Offering is over-subscribed, the Company reserves the right to sell up to an additional 200 Class A Interests for gross proceeds of up to \$2,000,000 (the "**Over-Subscription Amount**").

The Class A Interests are being offered pursuant to the offering terms set forth in the Company's Confidential Information Memorandum, dated June 4, 2020, as may be further amended and/or supplemented, from time to time (collectively, the "**Memorandum**"). The minimum amount that may be purchased is ten ("10") Class A Interests for \$100,000 (the "**Minimum Investment Amount**"), provided that the managing member of the Company (the

"**Manager**") and the Placement Agent may accept subscriptions for less than the Minimum Investment Amount in their sole discretion. The Company must receive and accept a subscription for the minimum investment amount in order to effectuate the first closing (the "**First Closing**"). After the First Closing, the Managing Member may have one or more additional closings (each subsequent closing, a "**Closing**") on subscriptions in this Offering up to the Maximum Offering Amount, and thereafter, if necessary, up to the Over-Subscription Amount. Subscriptions for Class A Interests will be made in accordance with and subject to the terms and conditions of the Subscription Agreement and the Memorandum.

All subscription funds will be first be held in an escrow account at PrimeTrust LLC, the escrow agent, then once accepted by the Issuer, will be moved to a non-interest bearing bank account in the Company's name at BankVista, 125 Twin Rivers Court, Sartell, MN 56377.

The Managing Member and the Placement Agent reserve the right (but are not obligated) to purchase and/or have their respective employees, agents, officers, directors and affiliates purchase Class A Interests in the Offering and all such purchases will be counted towards the Maximum Offering Amount.

The Offering will commence on the date of the Memorandum.

The terms of the Offering are more completely described in the Memorandum and such terms are incorporated herein in their entirety. Certain capitalized terms used, but not otherwise defined herein, will have the respective meanings provided in the Memorandum.

The information requested in this Subscription Agreement is needed in order to ensure compliance with the appropriate regulations and to determine: (1) whether an investment in the Company is suitable in light of the Purchaser's (defined below) financial position, (2) whether the Purchaser meets certain minimum net worth tests to be deemed an "accredited investor" as defined by Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Securities Act**"), and (3) whether the Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment and is able to understand the investment objectives of the Company and the risks associated therewith.

1. Subscription. The undersigned (the "**Purchaser**") subscribes for and agrees to purchase the number of Class A Interests set forth on the signature page to this Subscription Agreement at a purchase price equal to \$10,000 per Class A Interest.

2. Membership in the Company. The Purchaser agrees to become a Member of the Company and to make a capital contribution to the Company on the terms provided for in this Subscription Agreement, in the Memorandum and in the Company's operating agreement (the "**Operating Agreement**"). The Purchaser hereby acknowledges and agrees that as a condition to the Purchaser's being issued Class A Interests, the Purchaser will be required to execute the Member Signature Page attached hereto and that execution of the Member Signature Page attached hereto constitutes its execution of the Operating Agreement. The Purchaser further acknowledges and agrees that by its completion and execution of this Subscription Agreement, and upon acceptance and execution of this Subscription Agreement by the Company, the Purchaser shall be a Member of the Company and a party to the Operating

Agreement and shall be bound by its terms.

3. Payment; Deliveries. The Purchaser will immediately make a wire transfer payment to BankVista as the bank account for Advisors Equity LLC, in

COMPOSITE EXHIBIT "A"

the full amount of the purchase price of the Class A Interests being subscribed for. All wire transfer payments must be net of any wire transfer fees assessed to Purchaser. Together with the check for, or wire transfer of the full purchase price, the Purchaser is delivering a completed and executed Signature Page to this Subscription Agreement and a completed and executed Signature Page to the Company's Operating Agreement along with a completed and executed Accredited Investor Certification, which is annexed hereto.

4. Deposit of Funds. All payments made as provided in **Section 3** hereof will be held in the bank account (the "**Bank Account**"), in a non-interest bearing account. In the event that the Company does not accept the subscription, the Company will refund all subscription funds, without deduction and/or interest accrued thereon, and this Subscription Agreement will thereafter be of no further force or effect.

5. Acceptance of Subscription. The Purchaser understands and agrees that the Company and the Placement Agent, in their mutual discretion, reserve the right to accept or reject this or any other subscription for the Class A Interests, in whole or in part, notwithstanding prior receipt by the Purchaser of notice of acceptance of this or any other subscription. The Company will have no obligation hereunder until the Company executes and delivers to the

Purchaser an executed copy of this Subscription Agreement. If Purchaser's subscription is rejected in whole, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement will thereafter be of no further force or effect. If the Purchaser's subscription is rejected in part, the funds for the rejected portion of such subscription will be returned without interest, penalty, expense or deduction, and this Subscription Agreement will continue in full force and effect to the extent such subscription was accepted.

6. Representations and Warranties of the Purchaser. The Purchaser hereby acknowledges, represents and warrants to, and agrees with, the Company as follows:

(a) The Class A Interests offered pursuant to the Memorandum have not been and will not be registered under the Securities Act or any state securities laws. The Purchaser understands that the offering and sale of the Class A Interests is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) thereof and the provisions of Rule 506 of Regulation D promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

(b) Prior to the execution of this Subscription Agreement, the Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, "**Advisors**"), have received and have carefully reviewed the Memorandum, the Operating Agreement, this Subscription Agreement (collectively, the "**Offering Documents**") and all other documents requested by the Purchaser or its Advisors, if any, and understand the information contained therein. The Purchaser is satisfied that it has received adequate information with respect to all matters which it or its Advisors, if any, consider material to its decision to make this investment. The Purchaser recognizes that the Company is a Delaware limited liability company, with no financial or operating history in the new investment objective and that the Company's proposed investments, as described in the Memorandum involves a high degree of risk. The Purchaser and the Purchaser's Advisors, if any, acknowledge and understand that the Company may not be able to locate and acquire Issuer Securities and other Portfolio Securities interests at advantageous prices, if at all, and that the Company may not be able to make any such purchases.

(c) The Purchaser hereby acknowledges that the Purchaser has been advised that there will be no disclosure materials of any kind regarding any Issuer, Issuer Securities or any other Portfolio Securities provided by any Issuer, the Company, the Managing Member, the Placement Agent, or any of their respective officers, directors, employees or related parties in connection with the Offering.

(d) The Purchaser hereby acknowledges that the Purchaser is purchasing the Class A Interests based on its own assessment and knowledge of the Company and its Investment Objectives.

(e) Neither the Commission nor any state securities commission has approved or disapproved of the Class A Interests or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the Memorandum. The Memorandum has not been reviewed by any Federal, state or other regulatory authority. Any representation to the contrary is a criminal offense.

(f) All documents, records, and books pertaining to the investment in the Class A Interests including, but not limited to, all information regarding the Company and the Operating Agreement, have been made available for inspection and reviewed by the Purchaser and its Advisors, if any.

(g) The Purchaser and its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Managing Member concerning, among other related matters, the Offering, the Class A Interests, the Offering Documents and the Company's Investment Objectives and all such questions have been answered to the full satisfaction of the Purchaser and its Advisors, if any.

(h) The Purchaser has not reproduced, duplicated or delivered the Memorandum or this Subscription Agreement to any other person, except to professional advisers to the Purchaser or as instructed by the Managing Member and/or the Placement Agent

(i) The Purchaser understands the compensation arrangement between the Company and the Managing Member set forth in the Operating Agreement and the Memorandum and understands the Management Fee and the Placement Fee as described in the Memorandum.

(j) In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the Memorandum or as contained in documents so furnished to the Purchaser or its Advisors, if any, by the Managing

Member in

writing.

(k) The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Class A Interests through, or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or over the Internet, in connection with the offering and sale of the Class A Interests and is not subscribing for Class A Interests and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally.

(l) The Purchaser has taken no action which would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Subscription Agreement or the transactions contemplated hereby (other than fees to be paid by the Company to the Placement Agent, as described in the Memorandum).

(m) The Purchaser, either alone or together with its Advisors, if any, has sufficient knowledge and experience in financial, tax and business matters, and, in particular, investments in securities, such that the Purchaser is capable of utilizing the information made available to it in connection with the Offering to evaluate the merits and risks of the Purchaser's investment in the Class A Interests and the Company and has obtained, in the Purchaser's judgment, sufficient information from the Managing Member or its Advisors, if any, to evaluate the merits and risks of such investment and to make an informed investment decision with respect thereto. The Purchaser has evaluated the risks of investing in the Company, is able to bear such risks, and has determined that the Class A Interests are a suitable investment for the Purchaser.

(n) The Purchaser is not relying on the Company, the Managing Member, the Placement Agent or any of their respective employees or agents with respect to the legal, tax, economic and related considerations of an investment in the Class A Interests, and the Purchaser has relied on the advice of, or has consulted with, only its own Advisors, if any.

(o) The Purchaser is acquiring the Class A Interests solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Class A Interests and the Purchaser has no plans to enter into any such agreement or arrangement.

(p) The Purchaser has carefully read and considered the Company's Investment Objectives and understands and agrees that the purchase of the Class A Interests is a high-risk investment. The Purchaser has carefully read and considered the matters set forth in the Memorandum and, in particular, the matters under the caption "Risk Factors" therein and understands any of such risk may materially adversely affect the Company's results, the value of the Class A Interests and/or future prospects. The Purchaser is able to afford an investment in a speculative venture having the risks and Investment Objectives of the Company.

(q) The Purchaser understands and agrees that it must bear the substantial economic risks of its investment in the Class A Interests and, correspondingly, the Investment Objectives of the Company, indefinitely because the Class A Interests may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. The Purchaser also understands that sales or transfers of the Class A Interests are further restricted by the provisions of the Operating Agreement. Legends will be placed on the certificates representing the Class A Interests to the effect that they have not been registered under the Securities Act or applicable state securities laws and that sales or transfers of the Class A Interests are further restricted by the provisions of the Operating Agreement and appropriate notations thereof will be made in the Company's books. It is not anticipated that there will be any market for resale of the Class A Interests, and such securities will not be freely transferable at any time.

(r) The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity from its investment in the Class A Interests for an indefinite period of time.

(s) The Purchaser is (a) an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Commission under the Securities Act; and (b) has truthfully and accurately completed the Accredited Investor Certification attached to this Subscription Agreement and will submit to the Company such further assurances of such status as may be reasonably requested by the Company.

(t) The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, or limited liability company or partnership, or association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Class A Interests, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Class A Interests, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (iii) if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this

Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom the Purchaser is executing this Subscription Agreement, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription Agreement and make an investment in the Company, and represents that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound.

(u) The Purchaser represents to the Company that any information which the undersigned has heretofore furnished or is furnishing herewith to the Company is complete and accurate and may be relied upon by the Company in determining the availability of an exemption from registration under Federal and state securities laws in connection with the offering of Class A Interests as described in the Memorandum.

(v) The Purchaser has significant prior investment experience, including investment in non-listed and non-registered securities. The Purchaser has a sufficient net worth to sustain a loss of its entire investment in the Company in the event such a loss should occur. The Purchaser's overall commitment to investments which are not readily marketable is not excessive in view of the Purchaser's net worth and financial circumstances and the purchase of the Class A Interests will not cause such commitment to become excessive. This investment is a suitable one for the Purchaser.

(w) The Purchaser acknowledges that any and all estimates or forward-looking statements or projections included in the Memorandum were prepared by the Managing Member in good faith, but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed will not be updated by the Managing Member and should not be relied upon. The Purchaser further acknowledges that any and all information included in the Memorandum regarding the historical performance of the Managing Member is not necessarily indicative of future performance.

(x) No oral or written representations have been made, or oral or written information furnished, to the Purchaser or its Advisors, if any, in connection with the offering of the Class A Interests which are in any way inconsistent with the information contained in the Memorandum.

(y) Within five (5) days after receipt of a request from the Company, the Purchaser will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(z) THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

(aa) **Benefit Plan Representations.** If the Purchaser is a corporation, partnership, limited liability company, trust or other entity and the Purchaser is not an employee benefit plan (an "Employee Benefit Plan") as defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), less than twenty five percent (25%) of the value of each class of equity interests in the Purchaser (excluding from the computation interests of any individual or entity with discretionary authority or control over the assets of the Purchaser) is held by "Benefit Plan Investors", as that term is defined in the regulations promulgated under ERISA. If the Purchaser is such an entity and at any time twenty five percent (25%) or more of such value is or comes to be held by Benefit Plan Investors (a "25% Plan Owned Purchaser"), the Purchaser shall forthwith notify the Company in writing that the Purchaser has become a 25% Plan Owned Purchaser. If the Purchaser is or becomes a 25% Plan Owned Purchaser or an Employee Benefit Plan, the Purchaser understands and agrees that (i) its subscription may be reduced by the Managing Member (in any manner that the Managing Member considers appropriate) to an amount that, when aggregated with all other Benefit Plan Investors participation in the Company is less than twenty five percent, and (ii) notwithstanding anything herein to the contrary, the Managing Member shall have the right to cause the involuntary disassociation of a Member as provided in the Operating Agreement.

(bb) If the Purchaser is an Employee Benefit Plan or a 25% Plan Owned Purchaser, the person signing this Subscription Agreement on behalf of such Purchaser also makes the following representations and warranties:

(i) If the Purchaser is an Employee Benefit Plan, the person executing this Subscription Agreement is either a named fiduciary of the Employee Benefit Plan (as defined in ERISA) or an investment manager of the Employee Benefit Plan (as defined in ERISA) with full authority under the terms of the Employee Benefit Plan and full authority from all Employee Benefit Plan beneficiaries, if required, to cause the Employee Benefit Plan to invest in the Partnership. Such investment has been duly approved by all other named fiduciaries whose approval is required, if any, and is not prohibited or restricted by any provisions of the Employee Benefit Plan or of any related instrument.

(ii) Such person has independently determined that the investment by the Employee Benefit Plan or 25% Purchaser in the Partnership satisfies all requirements of section 404(a)(1) of ERISA, specifically including the "prudent man" standards of section 404(a)(1)(B) and the "diversification" standard of section 404(a)(1)(C), and will not be prohibited under any of the provisions of section 406 of ERISA or section 4975(c)(1) of the Code. Such person has requested and received all information from the Managing Member that such person, after due inquiry, considered relevant to such determinations.

In determining that the requirements of section 404(a)(1) are satisfied, such person has taken into account the risk of a loss of the Employee Benefit Plan's or 25% Purchaser's investment and that an investment in the Company will be relatively illiquid, and funds so invested will not be readily available for the payment of employee benefits. Taking into account these factors, and all other factors relating to the Company, the undersigned has concluded that investment in the Company constitutes an appropriate part of the Employee Benefit Plan's or 25% Purchaser's overall investment program.

(iii) Such person will notify the Managing Member, in writing, of (A) any termination, merger or consolidation of the Employee Benefit Plan or the 25% Purchaser, (B) any amendment to any such Employee Benefit Plan or any related instrument that materially affects the authority of any named fiduciary or investment manager to authorize plan investments, and (C) any alteration in the identity of any named fiduciary or investment manager, including such person, who has the authority to approve plan investments.

(iv) Such person acknowledges that neither the Managing Member nor any of its affiliates provided any investment advice to Employee Benefit Plan or any Employee Benefit Plan investing in the 25% Plan Owned Purchaser with respect to the Company and neither the Managing Member nor any of its affiliates provides any investment advice to any such Employee Benefit Plan or any Employee Benefit Plan investing in the 25% Owned Purchaser that serves as the primary basis of any investment decisions such Purchaser makes as to any of its assets that would be invested in the Company.

(v) The Purchaser agrees to notify the Company within thirty (30) days if any of the foregoing representations are no longer true. If the Managing Member or any officer, director, employee or agent of the Managing Member is ever held to be a fiduciary, it is agreed that, in accordance with sections 405(b)(1), 405(c)(2), and 405(d) of ERISA, the fiduciary responsibilities of that person shall be limited to such person's duties in administering the business of the Company, and such person shall not be responsible for any other duties with respect to any Employee Benefit Plan or any Employee Benefit Plan investing in the 25% Plan Owned Purchaser (specifically including evaluating the initial or continued appropriateness of any such Employee Benefit Plan's investment in the Company under section 404(a)(1) of ERISA).

(cc) The Purchaser has read in its entirety the Memorandum and all exhibits thereto, including, but not limited to, the Operating Agreement and all information relating to the Company, the Class A Interests and the Investment Objectives of the Company and understands fully to its full satisfaction all information included in the Memorandum including, but not limited to, the Section entitled "Risk Factors."

(dd) The Purchaser understands that the Company will not register as an investment company under the Investment Company Act, by reason of the provisions of Section 3(c)(1) thereof, which excludes from the definition of an investment company any issuer which has not made and does not presently propose to make a public offering of its securities and whose outstanding securities are beneficially owned by not more than 100 persons.

(ee) If the Subscriber is not a natural person, the Subscriber hereby certifies that

(i) it is "one person" for purposes of Section 3(c)(1) of the Investment Company Act;

(ii) it was not formed for the purpose of investing in the Company;

(iii) its shareholders, partners, beneficiaries or members are not permitted to opt in or out of particular investments made by the Subscriber, and each such person participates in investments made by the Subscriber pro rata in accordance with its interests in the Subscriber; and

(iv) if the Subscriber is subscribing to purchase interests in excess of 10% (ten percent) of the aggregate capital contributions made to the Company, the Subscriber is not an investment company within the meaning of the Investment Company Act or a Company excluded from such definition under Sections 3(c)(1) or 3(c)(7) thereof;

7. Representations and Warranties of the Company.

The Company hereby acknowledges, represents, warrants, and agrees as follows:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware with the requisite limited liability company power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is, or will be prior to the closing of this Offering, duly qualified to conduct business and is in good standing as a foreign limited liability company in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not result in a material adverse effect on (i) the legality, validity or enforceability of the Offering Documents, or (ii) on the results of operations, assets, business or financial condition of the Company.

(b) The Company has the requisite limited liability company power and authority to enter into and to consummate the transactions contemplated by each of the Offering Documents and otherwise to carry out its obligations thereunder.

(c) The execution, delivery and performance of the Offering Documents by the Company and the consummation by the Company of the transactions contemplated thereby, do not and will not (i) conflict with or violate any provision of the Company's certificate of formation or its Operating Agreement (collectively, the

"Internal Documents"), (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material

agreement, or other understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected.

8. Indemnification. The Purchaser agrees to indemnify and hold harmless the Company, the Placement Agent, the Managing Member and each of their respective officers, directors, managers, employees, agents, attorneys, control persons and affiliates from and against all losses, liabilities, claims, damages, costs, fees and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscription Agreement.

9. Irrevocability; Binding Effect. The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement will survive the death or disability of the Purchaser and will be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives, and permitted assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder will be joint and several and the agreements, representations, warranties and acknowledgments herein will be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, legal representatives and permitted assigns.

10. Modification. This Subscription Agreement will not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

11. Notices. Any notice or other communication required or permitted to be given hereunder will be in writing and will be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party will have furnished in writing in accordance with the provisions of this Section 11). Any notice or other communication given by certified mail will be deemed given at the time of certification thereof, except for a notice changing a party's address which will be deemed given at the time of receipt thereof.

12. Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the Class A Interests will be made only in accordance with all applicable laws.

13. Applicable Law. This Subscription Agreement will be governed by and construed under the laws of the State of Florida as applied to agreements among Florida residents entered into and to be performed entirely within Florida. Each of the parties hereto (1) agree that any legal suit, action or proceeding arising out of or relating to this Agreement will be instituted exclusively in United States District Court for the Middle District of Florida in Tampa, FL in any such suit, action or proceeding. Each of the parties hereto further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the United States District Court for the Middle District of Florida and agree that service of process upon it mailed by certified mail to its address will be deemed in every respect effective service of process upon it, in any such suit, action or proceeding.

THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SUBSCRIPTION AGREEMENT OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY.

14. Blue Sky Qualification. The purchase of Class A Interests under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Class A Interests from applicable Federal and state securities laws. The Company will not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company will be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

15. Use of Pronouns. Whenever a pronoun of any gender or number is used herein, it shall, where appropriate, be deemed to include any other gender and number.

16. Confidentiality. The Purchaser acknowledges and agrees that any information or data the Purchaser has acquired from or about the Company not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any trade or business secrets of the Company and any business materials that are treated by the Company as confidential or proprietary, including, without limitation, confidential information obtained by or given to the Company about or belonging to third parties.

17. Miscellaneous.

(a) This Subscription Agreement, together with the other Offering Documents, constitute the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

(b) Each of the Purchaser's and the Company's representations and warranties made in this Subscription Agreement will survive the execution and delivery hereof and delivery of the Class A Interests for a period of twelve (12) months from the date of issuance.

(c) Each of the parties hereto will pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

(d) This Subscription Agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which will together constitute one and the same instrument.

(e) Each provision of this Subscription Agreement will be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality will not impair the operation of or affect the remaining portions of this Subscription Agreement.

(f) Paragraph titles are for descriptive purposes only and will not control or alter the meaning of this Subscription Agreement as set forth in the text.

18. **Signature Page.** It is hereby agreed that the execution by the Purchaser of this Subscription Agreement, in the place set forth herein, will constitute agreement to be bound by the terms and conditions hereof.

SECTION INTENTIONALLY LEFT BLANK

ADVISORS EQUITY LLC
SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT

Purchaser hereby elects to purchase a total of \$300,000.00 Class A Interests at a price equal to \$10,000 per Class A Interest - Minimum ten (10) shares or \$100,000.

If the Purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

PURCHASER:

Print Name: Matthew Choi

Investor Type: Individual

Date: August 3, 2020

Address:

Subscriber:

Name: Matthew Choi

Street Address: [REDACTED]

City: [REDACTED]

Region: [REDACTED]

Postal Code: [REDACTED]

Country: US

Phone Number: [REDACTED]

Email Address: [REDACTED]

Signature:

Subscriber:

Matthew Choi

Name: Matthew Choi

Email: [REDACTED]

Date: August 3, 2020, 11:06:42AM PDT

Signature ID: 50370b35-6c0c-4ce1-b100-55ba5704e1bd

ADVISORS EQUITY LLC BY: IAMC, LLC, the Managing Member

NAME: Edward Baker

Issuer:

Edward Baker

Name: Edward Baker

Email: [REDACTED]

Company: Advisors Equity LLC

Title: Manager

Date: August 3, 2020, 11:05:54AM PDT

Signature ID: 9a1595ab-2e71-461a-b412-f68a469d1303

Date: 3rd day of August, 2020, at 11:05 AM PDT

Manager for the Managing Member

AMENDMENT SUBSCRIPTION PAGE

CLASS A MEMBER INTERESTS of ADVISORS EQUITY LLC

This Amendment Page to your Subscription relates to the offering of Class A Member Interests (the “**Class A Interests**”) of Advisors Equity LLC, a Delaware limited liability company and DBA Advisors Equity Fund (the “**Fund**”), with the purchasing of additional positions in the Fund for your Capital Account.

You are electing to add to your current positions and if applicable, receive the volume discount for the combined investments of your initial investment and to this additional investment in the Fund for your Capital Account.

Purchaser: Mathew Choi

New Amended Purchase Amount: **\$200,000**

New Total Investment Amount: **\$500,000**

New Total Units @ \$8,500 per Unit: 58.83 Units

PAYMENT INSTRUCTIONS

WIRE INSTRUCTIONS:

Receiving Bank Name: United Bankers Bank

ABA# [REDACTED]

Beneficiary: *BankVista*

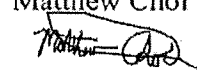
125 Twin Rivers Court, Sartell, MN 56377

Account Number: [REDACTED]

Further Credit to Customer: Advisors GP LLC for the Advisors Equity Account

Account Number: [REDACTED]

Print Name: Matthew Choi

Signature: 

Date: 10/1/2020

Advisors Equity LLC

Series A Fund

Capital Account for:

Matthew Choi

<u>Investors Name</u>	<u># of Units</u>	<u>% of Equity</u>	<u>Price Per Unit</u>	<u>Capital Invested</u>	<u>Added Capital</u>	<u>Total Capital</u>
Matthew Choi	58.82	24.00%	\$ 8,500	\$ 300,000	\$ 200,000	\$ 500,000

Total of Series A Fund 411.60 100.00%

Advisors Equity LLC

12/31/2020

Advisors Equity Fund

Series A Fund

Capitalization Table

<u>#</u>	<u>Advisors Equity LLC Shareholder Group</u>	<u>Investment Amount</u>	<u># of Units</u>	<u>% of Ownership</u>
A-1	IAMC, LLC (Class C Interests)	\$ 623,000	73.28	17.80%
A-2	Prime Trust (MSC Investors)	\$ 2,204,100	245.11	59.55%
A-3	Direct Investors	\$ 826,420	93.21	22.65%
Totals		\$ 3,653,520	411.60	100.00%

Advisors Equity Series A Fund

Capital Accounts

MSC - Investors

<u>Investors from MSC Website</u>	<u># Units</u>	<u>% Ownership</u>
1	4.00	1.63%
2	3.18	1.30%
3	10.68	4.36%
4	21.05	8.59%
5	6.67	2.72%
6	13.95	5.69%
7	3.54	1.44%
8	4.76	1.94%
9	4.76	1.94%
10	13.00	5.30%
11	4.76	1.94%
12	58.82	24.00%
13	3.64	1.48%
14	4.76	1.94%
15	7.16	2.92%
16	40.00	16.32%
17	4.76	1.94%
18	10.00	4.08%
19	2.00	0.82%
20	2.27	0.93%
21	4.76	1.94%
22	1.82	0.74%
23	1.00	0.41%
24	13.76	5.62%
Totals	245.11	100.00%



Matthew Choi <[REDACTED]>

Capital Account and Cap Table

3 messages

Ed Baker <[REDACTED]>
To: Matthew Choi <[REDACTED]>

Wed, Mar 24, 2021 at 7:43 AM

Hi Matt.

See attached your **Capital Account and Cap Table** for your investment in Advisors Equity LLC, Series A Fund.

Your Capital Account is line #12 in the confidential, no-names listing for the MSC Website Investors and your personal Capital Account listing is in the following page .

In the future, whenever you see a report with the Advisors Equity Series A Fund valuation, all you need to do is multiply the valuation by 24.00% to see the current valuation of your Capital Account. It is in the column titled "% of Equity" on your Capital Account page.

If you recall, the Series A Fund owns the shares of IMPOSSIBLE Foods, Inc. The Series A Fund is 100% owned by the investors, which you own 24.00% of the Fund and the fund assets, the IMPOSSIBLE stock.

UPDATE:

Check out the revised look on our website: www.aefunds.vc

SpaceX is hot! We have **sold-out** the 1st Tranche for this big demand stock.

The institutional price for **IMPOSSIBLE Foods** is up to **\$30.00-\$35.00** per share for the Series B Fund and the retail price is at **\$44.00+** per share.

*We have also added an attractive sub-fund, the **Series B-Income Fund** distributing 2.5% income per quarter. This is a committed 10% annual income distribution..Our 1st quarter has produced an annualized 24% income return from the Instibanc stock.*

Let me know if you have any questions. Thanks for your patience receiving your Capital Account and the Fund Cap Table.

Matt, also you should know Advisors Equity LLC has been reorganized as doing DE Series LLC Funds. Your investment in each Series Fund will be separate. So, your 24% in this Series A Fund would not be included or combined with any investments in other Advisors Equity Series Funds . Just wanted you to know this in case you decide to invest in our other Series B Funds.

Best regards,

Ed

 **Choi, Matthew Capital Account and Cap Table.pdf**
274K

Matthew Choi <[REDACTED]>
To: Ed Baker <[REDACTED]>

Wed, Mar 24, 2021 at 12:29 PM

Hi Ed,

Thanks for the capital breakdown, and congrats on filling out the first tranche of the Series B. I am a firm believer of Tesla, SpaceX, and really all the companies that Elon Musk works on, but unfortunately the timing of the Series B didn't work for me. Perhaps in the future, when I'm in a better position to invest. In the meantime, happy to see that the retail price on Impossible Foods has had some solid movement.

On a very unrelated note, do you happen to know/have any connections to investors in the pre-IPO Chinese gaming space? Have been following a rather hot startup in the space, Mihoyo, that has become very dominant internationally with their latest game: <https://sensortower.com/blog/genshin-impact-one-billion-revenue>. They've been flying pretty under the radar as far I can tell. However, I think they've taken almost not outside funding/investing to date as well.

Thanks,
Matt

[Quoted text hidden]

Ed Baker <[REDACTED]>
To: Matthew Choi <[REDACTED]>

Thu, Mar 25, 2021 at 7:19 AM

Matt, I have reached out to my private stock source to measure the opportunity.

I will advise when I hear back.

Thanks,

Ed

[Quoted text hidden]



Matthew Choi <[REDACTED]>

Wire request completed

1 message

Charles Schwab & Co., Inc. <donotreply-comm@schwab.com>
Reply-To: donotreply-comm@schwab.com
To: [REDACTED]

Thu, Jul 30, 2020 at 3:03 AM



Wire request completed

July 30, 2020 | your account ending: [REDACTED]

Your Wire Request Has Been Completed.

Dear Client,

We are writing to let you know that your request to wire funds from your Schwab account has been completed.

Wire details:

Wire amount: \$300000.00
From account ending in: [REDACTED]
Wire recipient: PRIME TRUST FBO PMB961769
Receiving Bank: PACIFIC MERCANTILE BANK
To account ending in: [REDACTED]
Reference: [REDACTED]
Case ID: [REDACTED]

To view your wire transfer, please [login](#) to your Schwab account.

Thank you for the opportunity to serve you. If you believe there is an error, or you have any questions, please call 877-258-7774 to speak with a Schwab representative.

[PERSPECTIVE](#)

[PRIVACY](#)

[CONTACT US](#)

[LOG IN](#)

If you have any questions or concerns, PLEASE DO NOT REPLY TO THIS EMAIL. Instead, visit [Schwab.com/contactus](https://schwab.com/contactus) to identify a fast and simple way to get in touch.

For your protection, we are unable to accept instructions to change your email address sent in reply to this message. To update your address using a secure channel, please log in to your account.

For your security, Charles Schwab will never request personal information through email.

View SchwabSafe® and The Schwab Security Guarantee.

Notice: All email sent to or from the Charles Schwab corporate email system is subject to archival, monitoring and/or review by Schwab personnel.

Charles Schwab & Co., Inc., 211 Main Street, San Francisco, CA 94105.

©2020 Charles Schwab & Co., Inc. All rights reserved. Member SIPC.
(0415-0242) WRFRR



Matthew Choi <[redacted]>

Thank You! Your investment in Advisors Equity LLC - Discount Level 3 has been completed

1 message

Wed, Aug 5, 2020 at 4:07 PM

Reply-To: [redacted]

To: [redacted]

Cc: [redacted]

Your investment in Advisors Equity LLC - Discount Level 3 has been completed

Hello Matthew Choi,

Your investment funds are now in the escrow/segregated account for Advisors Equity LLC - Discount Level 3. When we make our next closing your investment will be transferred to the bank for Advisors Equity LLC - Discount Level 3 and then the process for the issuance of your securities will begin. You will receive a communication when your securities are issued, along with instructions on how you can directly access your securities.

From that time, please allow a few weeks (more in some cases) for the issuance of your securities.

Please visit the Advisors Equity LLC - Discount Level 3 offering page and take a moment to share it with your friends.

If you have questions about the Advisors Equity LLC - Discount Level 3, please [Post Them Here](#) so the team can provide answers.

Thank you for investing.

Edward Baker, Manager
Advisors Equity LLC - Discount Level 3

The securities offered hereby have not been registered under the securities act of 1933, as amended (the "act"), or any state securities or blue sky laws and are being offered and sold in reliance on exemptions from the registration requirements of the act and state securities or blue sky laws. Accordingly, the securities cannot be sold or otherwise transferred except in compliance with the act. In addition, the securities cannot be sold or otherwise transferred except in compliance with the applicable state securities or blue sky laws. The securities have not been approved or disapproved by the SEC, any state securities commission or other regulatory authority, nor have any of the foregoing authorities passed upon the merits of this offering or the adequacy or accuracy of any other materials or information made available to subscriber in connection with this offering. Any representation to the contrary is unlawful. The securities may only be purchased by persons who are "accredited investors" (as that term is defined in section 501 of Regulation D promulgated under the act). The offering materials may contain forward-looking statements and information relating to, among other things, the company, its business plan and strategy, and its industry. These forward-looking statements are based on the beliefs of, assumptions made by, and information currently available to the company's management. When used in the offering materials, the words "estimate," "project," "believe," "anticipate," "intend," "expect" and similar expressions are intended to identify forward-looking statements, which constitute forward looking statements. These statements reflect management's current views with respect to future events and are subject to risks and uncertainties that could cause the company's actual results to differ materially from those contained in the forward-looking statements. Investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date on which they are made. The company does not undertake any

obligation to revise or update these forward-looking statements to reflect events or circumstances after such date or to reflect the occurrence of unanticipated events.

Manhattan Street Capital (MSC) is not a law firm, valuation service, underwriter, broker-dealer or Title III crowdfunding portal and we do not engage in any activities requiring any such registration. We do not provide advice on investments. MSC does not structure transactions. Do not interpret any advice from MSC staff as a replacement for advice from service providers in these professions. Neither the US Securities and Exchange Commission (SEC) nor any state regulator or other regulatory body has passed upon the merits of or given its approval of any securities discussed in this email, the terms of any potential offerings, or the accuracy or completeness of any offering materials. Companies TestingTheWaters(TM) on MSC are doing so to gauge market demand from potential investors for a possible offering under Tier II of Regulation A+. This email does not constitute an offer of, or the solicitation of an offer to buy or subscribe for, any securities. Further, no sales of securities will be made or commitment to purchase accepted until the SEC qualifies an offering statement and the relevant Issuer company obtains approval from any other required governmental or regulatory agency. Information in this email about a potential investment is qualified by the full documents corresponding to the particular project/investment available at www.manhattanstreetcapital.com by selecting the appropriate company offering page. All information concerning a potential investment has been prepared by and is the sole responsibility of the company using the MSC platform. Neither MSC, nor its affiliates, make any representation or warranty, express or implied, as to the accuracy or completeness of this information, and nothing contained herein, including any forward-looking statements, estimates, projections and/or representations, shall be relied upon as a representation as to past or future performance. MSC is not giving endorsement, analysis or recommendations with respect to any potential investment. All investors should make their own determination of whether or not to make an investment, and should consult with their own legal, tax and financial advisors before investing. This communication is intended solely for the use of the individual(s) to whom it was intended to be addressed. Neither MSC, nor its affiliates, are responsible for any such redistribution or if it is used for any unintended purposes. Please regularly check our website Terms and Conditions as these Terms change often: <https://www.manhattanstreetcapital.com/terms>.

© Copyright 2019 Manhattan Street Capital, Inc. All rights reserved.

Patents pending. Copyright and Trademarks owned by Manhattan Street Capital



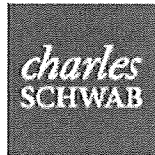
Matthew Choi <[REDACTED]>

Wire request initiated

5 messages

Charles Schwab & Co., Inc. <donotreply-comm@schwab.com>
Reply-To: donotreply-comm@schwab.com
To: [REDACTED]

Fri, Oct 2, 2020 at 8:19 AM



Wire request initiated

October 02, 2020 | your account ending [REDACTED]

Your Wire Request Has Been Initiated.

Dear Client,

Your request to wire funds from your Schwab account has been initiated. In some instances we may need to verify your wire instructions verbally before completing the request.

Wire amount: \$200000.00
From account ending in: [REDACTED]
Wire recipient: ADVISORS GP LLC
Receiving Bank: BANKVISTA
To account ending in: [REDACTED]
Case ID: [REDACTED]

To view the status of your wire transfer, please [login](#) to your Schwab account.

Thank you for the opportunity to serve you. If you have questions, please call 877-258-7774 to speak with a Schwab representative.

[PERSPECTIVE](#)

[PRIVACY](#)

[CONTACT US](#)

[LOG IN](#)

If you have any questions or concerns, PLEASE DO NOT REPLY TO THIS EMAIL. Instead, visit [Schwab.com/contactus](https://www.schwab.com/contactus) to identify a fast and simple way to get in touch.

For your protection, we are unable to accept instructions to change your email address sent in reply to this message. To update your address using a secure channel, please log in to your account.

For your security, Charles Schwab will never request personal information through email.

View SchwabSafe® and The Schwab Security Guarantee.

Notice: All email sent to or from the Charles Schwab corporate email system is subject to archival, monitoring and/or review by Schwab personnel.

Charles Schwab & Co., Inc., 211 Main Street, San Francisco, CA 94105.

©2020 Charles Schwab & Co., Inc. All rights reserved. Member SIPC.
(0415-0242) WRRCR

Matthew Choi <[REDACTED]>
To: Ed Baker <[REDACTED]>

Fri, Oct 2, 2020 at 8:21 AM

Thanks for the quick response on the address.

Wire transfer from Schwab has been initiated.

Thanks,
Matt
[Quoted text hidden]

Ed Baker <[REDACTED]>
To: Matthew Choi <[REDACTED]>
Cc: [REDACTED]

Fri, Oct 2, 2020 at 1:33 PM

Thanks Matt.

Ed
[Quoted text hidden]

Matthew Choi <[REDACTED]>
To: Ed Baker <[REDACTED]>
Cc: [REDACTED]

Wed, Oct 7, 2020 at 3:54 PM

Just to close the loop, can you confirm that the wire was properly received?

-Matt
[Quoted text hidden]

Ed Baker <[REDACTED]>
To: Matthew Choi <[REDACTED]>

Wed, Oct 7, 2020 at 5:55 PM

Hi Matt.

Yes, wire received.

The Syndicate is closing on the purchase shortly. You will receive an update when this is consummated.

Best,

Ed
[Quoted text hidden]



Matthew Choi <[redacted]>

RE: Adding to your Capital Account

1 message

Edward Baker <[redacted]>
To: Matthew Choi <[redacted]>

Fri, Sep 4, 2020 at 6:13 AM

Matt, just discovered the incomplete email below responding to your question on \$500,000 discount in "Drafts", so thinking it did not get to you. Sorry, so late to answer. See below in blue font.

I'm sending today, Friday September 4th, to all investors a process to add positions to your Capital Account at the Fund. It will be an Amended Subscription Agreement, accurately applying the volume discount to your total Subscribed Units. It will also have a no cost ACH payment or direct Wire instructions to the Fund's Bank account.

I can send your Amended Subscription at the \$200,00 additional positions, to put you at the \$500,000 Investment Level receiving a 15% discount.

Also, important note, that our Agent is meeting with the large selling shareholder of the IMPOSSIBLE stock next Tuesday. I'm working with 2 other Funds to join our Funds to get the best price. Should be in the \$22-24 range.

Look for my email next today with the Amended Subscription page.

Let me know if any questions. Again, sorry about the delay in the response below. It has been busy, but no excuse.

Ed

Matt, yes, if you do \$200,000, at the Fund level we would use the total of \$500,000 to your Capital Account and apply the 15% discount. This would give you 58.8 Class A Interests based on the \$8,500 per unit discounted price.

The website and the Escrow Agent systems are not capable of applying the total discount. As stated above, we will apply the total discount at the Fund in your Capital Account.

I will get back to you next week on adding positions.

Best,

Ed

From: Matthew Choi
Sent: Wednesday, August 26, 2020 9:30 PM
To: Edward Baker
Subject: Re: Open For Investing: Impossible Foods via EquityZen

That sounds great, I'll be on the lookout for the update before making the final call on the amount. Likely somewhere in the realm of an additional \$150-200k.

If I do \$200k, I assume I'd get the 15% discount on unit pricing applied for my prior contribution to the Fund as well?

-Matt

On Wed, Aug 26, 2020 at 12:39 PM Edward Baker <edward@advisorsequityllc.com> wrote:

Matt, yes you can add to your capital account now in Fund I.

Actually, the key message in the Update this week is asking if you would like to add to your position now, as we prepare to make out investment in the IMPOSSIBLE stock.

We need to know how much do you want to add?

We then send you a VIP Link (personal to you link) so you can make the additional investment.

Let me know.

Ed

Sent from Mail for Windows 10

From: Matthew Choi
Sent: Wednesday, August 26, 2020 1:10 PM
To: Edward Baker
Subject: Re: Open For Investing: Impossible Foods via EquityZen

Thanks Ed, really looking forward to the update. Access to institutional level pricing was exactly why I chose to work with your team :)

One other question. I know the fund closed recently, but do you think there will be any future opportunities to add to the fund/commitments? After rebalancing my portfolio from the recent boom in tech stocks, I'd be happy to add more here now.

-Matt

On Wed, Aug 26, 2020 at 8:43 AM Edward Baker <[REDACTED]> wrote:

Matt, this appears like a retail pricing strategy for individual investors.

The advantage for our Fund is to obtain institutional pricing.

I'm sending out an Update to all of our Fund investors the end of this week on acquisition timing.

Thanks for sharing this information with me!

Ed

From: Matthew Choi

Sent: Tuesday, August 25, 2020 3:13 PM

To: Edward Baker

Subject: Fwd: Open For Investing: Impossible Foods via EquityZen

Ed,

Here's their final pricing info. Looks really pricey. Essentially puts it at more than double their last raise a few weeks ago.

-Matt

----- Forwarded message -----

From: EquityZen Deal Team <[REDACTED]>

Date: Tue, Aug 25, 2020 at 9:23 AM

Subject: Open For Investing: Impossible Foods via EquityZen

To: <[REDACTED]>

EQUITYZEN

Hi Matthew,

You previously expressed an interest in Impossible Foods 18 hours ago.

We wanted to let you know a live offering has just launched!

Reserve your investment by visiting the offering page below.

[View](#)

[Offering](#)

Investment fund details:

-

Shares:

Impossible Foods, Common Stock

-

Sales Fee:

5.00%

-

Share Price:

\$31.50 (incl. fees, \$33.08)

-

Last Valuation:

\$4.19B

-

Deal's Implied Valuation:

\$8.17B

-

Premium to Last Valuation:

95.05%

-

Most Recent Funding Size:

\$9.5M

-

Minimum Fund Investment Size:

\$20,000

Best,

EquityZen Team

Made by

EquityZen, Inc

30 Broad Street, Suite 1200, New York, NY 10004 United States

Our

Blog •