



HISTORIC
FRANKLIN
TENNESSEE

ITEM #16
FINANCE 01-21-10

MEMORANDUM

January 14, 2010

TO: Board of Mayor and Aldermen
FROM: City Administrator Eric S. Stuckey *ES*
Assistant City Administrator Russ Truell
SUBJECT: Contract with Landmark Partners as Pension Investment

Purpose

To approve an investment contract with Landmark Partners for pension funds.

Background

The Pension Oversight Committee voted at its November meeting to invest up to 5% of plan assets in private equity investments. After screening by our Plan's independent financial advisor, two firms were selected to make presentations to the Committee. Of the two firms, Landmark Partners was selected as the advisor, and an amount of \$1 million (2.7% of the assets of the Plan) were designated for the initial investment in this category.

Financial Impact

There is no change to the pension contribution, only to the mixture of investments.

Options

Approve the contract, subject to legal approval, or take no action.

Recommendation

Staff recommends approval of the contract subject to legal approval.

Name of Subscriber: _____

LANDMARK EQUITY PARTNERS XIV, L.P.

SUBSCRIPTION AGREEMENT

To: Landmark Equity Advisors, LLC
10 Mill Pond Lane
Simsbury, CT 06070-2429

Dear Sirs:

Reference is made to (i) the Confidential Offering Memorandum, as amended (the "Offering Memorandum") relating to the offering of limited partnership interests in Landmark Equity Partners XIV, L.P., a Delaware limited partnership (the "**Partnership**"), (ii) Part II of the Uniform Application for Investment Adviser Registration on Form ADV of Landmark Equity Advisors, LLC ("**Form ADV - Part II**") and (iii) the Amended and Restated Agreement of Limited Partnership of the Partnership (the "**Partnership Agreement**"), an execution form of which, together with the Offering Memorandum and the Form ADV - Part II, has previously been furnished to the undersigned subscriber (the "**Subscriber**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Partnership Agreement.

1. Subscription for a Limited Partnership Interest.

- (a) **The Interest; Capital Commitment.** Subject to acceptance by the General Partner and any other conditions precedent set forth herein, the Subscriber, hereby (i) subscribes for and agrees to purchase a limited partnership interest in the Partnership (the "**Interest**"), and agrees to contribute to the capital of the Partnership the total amount set forth opposite the words "Capital Commitment" on the **Subscriber Commitment and Information Sheet** following the signature page below (the Subscriber's "**Capital Commitment**"), at the times and in the manner and amounts provided in and determined pursuant to the Partnership Agreement, and (ii) agrees to become a Limited Partner of the Partnership, to be bound by the Partnership Agreement and to perform the Subscriber's obligations thereunder.
- (b) **Acceptance by the General Partner.** The Subscriber hereby agrees that the obligations of the Subscriber hereunder are irrevocable, but will terminate if this subscription is not accepted by the General Partner on or prior to 90 days after the date hereof. The Subscriber further understands and agrees (i) that this subscription shall not be deemed accepted by the General Partner until and unless the acceptance at the foot hereof shall have been executed by the General Partner and (ii) that the General Partner reserves the

right to reject for any reason or no reason this subscription in whole or in part. Any such partial rejection shall be effective upon execution of such acceptance for a smaller Capital Commitment than that originally requested by the Subscriber.

2. **Partnership Agreement; Initial Payment of Capital Commitment.**

- (a) **Signature Pages.** If this subscription is accepted, in order to effect the admission of the Subscriber as a Limited Partner of the Partnership, the Subscriber herewith delivers to the General Partner **three counterparts of a signature page** to the Partnership Agreement, duly executed by the Subscriber and hereby irrevocably authorizes the General Partner to annex said signature pages to the Partnership Agreement.
- (b) **Delivery of Funds.** If this subscription is accepted, the Subscriber will deliver funds to the Partnership (subject to the terms and provisions of the Partnership Agreement) on the date and in an amount designated by the General Partner by written notice given to the Subscriber, in payment of the initial installment of its Capital Commitment required thereunder.

3. **Certain Representations, Warranties and Covenants of the Subscriber.** The Subscriber hereby represents, warrants, acknowledges and agrees that:

- (a) **Power and Authority; Authorization.** The Subscriber has full power and authority to execute and deliver this Subscription Agreement and the Partnership Agreement, to appoint the General Partner its attorney-in-fact under paragraph 8 below and pursuant to Section 17.11 of the Partnership Agreement and to subscribe for and to purchase the Interest in the manner provided herein. The Subscriber's execution and delivery of this Subscription Agreement and the Partnership Agreement have been duly authorized by all necessary action on the part of the Subscriber and will constitute the legal, valid and binding obligations of the Subscriber, enforceable in accordance with their respective terms.
- (b) **Non-Conflict with Laws and other Instruments.** The execution and delivery of this Subscription Agreement and the Partnership Agreement by the Subscriber, the consummation by the Subscriber of the transactions contemplated hereby and thereby and the performance by the Subscriber of the Subscriber's obligations hereunder and thereunder, will not conflict with, or result in a violation of or default under, any provision of any governing instrument applicable to the Subscriber, or any agreement or instrument to which the Subscriber is a party or by which it or any of its properties is bound, or any permit, franchise, judgment, decree, statute, rule or regulation applicable to the Subscriber or any of the Subscriber's properties.
- (c) **Further Assurances.**
- (1) The Subscriber acknowledges that, unless it notifies the Partnership and the General Partner in writing to the contrary prior to such time as it acquires the Interest, all of its representations and warranties contained herein (including, without limitation, the answers, statements and information set forth in the Exhibits attached hereto) will be deemed to have been repeated as of the date the

General Partner accepts the Subscriber's subscription for an Interest in the Fund and admits the Subscriber as a Limited Partner. If at any time during the term of the Partnership, the Subscriber is no longer in compliance with any of its representations, warranties and acknowledgments contained herein (including, without limitation, the answers, statements and information set forth in the Exhibits attached hereto), the Subscriber shall so advise the General Partner promptly in writing.

- (2) The Subscriber will provide the General Partner with such information as it may reasonably request from time to time with respect to its citizenship, residency, ownership or control so as to permit the General Partner to evaluate and comply with any legal, regulatory and tax requirements applicable to the Partnership, the Subscriber's investment in the Partnership or any of the investments (or proposed investments) to be made by the Partnership.
- (d) **Offering Memorandum/Form ADV-Part II.** The Subscriber has been furnished with copies of the Offering Memorandum and the Partnership Agreement, has carefully read them and understands the risks of, and the other considerations relating to, an investment in the Partnership. In particular, the Subscriber understands and acknowledges the matters set forth in the Offering Memorandum under the caption "**Certain Investment Considerations**", including, without limitation, the matters set forth under the sub-caption "**Investment Company and Investment Advisers Act**". The Subscriber also acknowledges receipt of Form ADV - Part II.
- (e) **Opportunity to Verify Information.** Representatives of the Partnership have afforded the Subscriber the opportunity to ask questions of them concerning the terms and conditions of the offering of limited partnership interests therein including the Interest, and to obtain any additional information necessary to verify the information contained in the Offering Memorandum and the Partnership Agreement or that is otherwise relevant to the proposed activities of the Partnership. The Subscriber acknowledges having received satisfactory answers to all of its questions from representatives of the Partnership and having obtained all additional information requested by it of the Partnership and its representatives.
- (f) **Knowledge, Experience and Financial Resources.** The Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Partnership. The Subscriber has previously invested in investment partnerships and investment funds, including private equity funds as well as other illiquid, non-marketable securities and is fully familiar with the risks and merits of investments of this nature. The Subscriber has sufficient financial resources to bear the loss of its entire investment in the Partnership.
- (g) **Accredited Investor Status.** The Subscriber qualifies as an "**accredited investor**" within the meaning of Rule 501 under the Securities Act of 1933, as amended (the "**Securities Act**") and has so indicated by checking the box or boxes next to the category or categories set forth on **Exhibit I** hereto that correctly describe it.

(h) **Qualified Client Status.** The Subscriber qualifies as a “**Qualified Client**” within the meaning of Rule 205-3 under the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”), and has so indicated by checking the box or boxes next to the category or categories set forth on **Exhibit II** hereto that correctly describe it.

(i) **Purchaser Representative.** The Subscriber:

- has
 has not

utilized a purchaser representative. If the Subscriber has utilized a purchaser representative, the Subscriber has previously given the General Partner written notice of such fact, specifying that such representative is acting as the Subscriber’s “**purchaser representative**” as defined in Rule 501(h) of Regulation D (“**Regulation D**”) under the Securities Act.

(j) **Reliance on its Own Professional Advisors.** With regard to the tax, legal, economic and other considerations relating to the Subscriber's investment in the Partnership, the Subscriber is relying only on the advice of, and has consulted only with, its own professional advisors.

(k) **Purchase for Investment.** The Subscriber is purchasing the Interest for the Subscriber’s own account, for investment purposes only and not with a view towards the resale or distribution thereof. The Subscriber agrees not to offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of or encumber, directly or indirectly, all or any part of the Interest or any interest therein, whether voluntarily, involuntarily or by operation of law, except in accordance with the terms of the Partnership Agreement and applicable provisions of law, including, without limitation, the registration requirements of the Securities Act or an exemption therefrom, and any applicable state securities laws. In addition, the Subscriber further agrees that it will not sell, transfer or otherwise dispose of all or any part of its Interest (or any interest therein) on an "established securities market", a "secondary market", an "over-the-counter market" or the "substantial equivalent thereof", in each case within the meaning of Section 7704 of the United States Internal Revenue Code of 1986, as amended (the "Code"), and the United States Treasury Regulations promulgated thereunder. The Subscriber acknowledges and agrees that, under the terms of the Partnership Agreement and except as otherwise provided therein, neither the Interest nor any portion thereof or interest therein may be assigned or otherwise transferred without the prior written consent of the General Partner in each instance, in accordance with Section 10.2 of the Partnership Agreement. In addition, the Subscriber understands that, except as otherwise expressly permitted under Article X of the Partnership Agreement, no Limited Partner (including the Subscriber) may withdraw from the Partnership. Accordingly, the Subscriber understands that it may be required to retain ownership of the Interest and bear the economic risk of its investment in the Partnership for an indefinite period of time. The Subscriber further acknowledges that no public or other market for interests in the Partnership now exists or is likely to exist in the future.

(l) **Securities Laws.** The Subscriber understands that (i) the offering and sale of interests in the Partnership have not been registered under the Securities Act in reliance on the exemption contained in Section 4(2) thereof and the provisions of Rule 506 of Regulation D promulgated thereunder, and the Interest will not be able to be resold without registration under the Securities Act or an exemption therefrom and from any applicable state securities laws, (ii) the offering and sale of interests in the Partnership have not been registered under the securities laws of any state or other jurisdiction and (iii) neither the Offering Memorandum nor the Partnership Agreement has been subject to review or comment by the Securities and Exchange Commission or any state securities commission or any similar body or agency of any other jurisdiction. The Subscriber further acknowledges and understands that the Partnership will not be registered as an investment company under the United States Investment Company Act of 1940, as amended (the "Investment Company Act").

(m) **Entities: Certain Investment Company Act Matters.**

(1) **Investment Company.** The Subscriber

is
 is not

itself an "investment company", as such term is defined in the Investment Company Act.

(2) **Section 3(c)(1).** The Subscriber

is
 is not

a company that is excluded from the definition of an **investment company** by reason of Section 3(c)(1) of the Investment Company Act (relating to certain investment vehicles and other entities with less than 100 beneficial owners).

(3) **Section 3(c)(1): Number of Persons.** If the Subscriber has checked the box opposite "is" in (2) above (i.e.: *the Subscriber is excluded from the definition of an investment company by reason of Section 3(c)(1) of the Investment Company Act*), the Subscriber's stockholders, partners, members or other beneficial owners:

do
 do not and will not

have individual discretion as to their participation in particular investments made by the Subscriber, and the Subscriber is properly counted as:

"one person" for purposes of Section 3(c)(1) of the Investment Company Act.

_____ "persons" for purposes of Section 3(c)(1) of the Investment Company Act.

(4) **Section 3(c)7.** The Subscriber

- is
 is not

a company that is excluded from the definition of an **investment company** by reason of Section 3(c)(7) of the Investment Company Act (relating to certain investment vehicles and other entities with beneficial owners who are exclusively “qualified purchasers”).

(5) **Section 3(c)(1) and Section 3(c)(7): Certain Thresholds.** If the Subscriber has checked the box opposite “is” in either (2) or (4) above (i.e.: *the Subscriber is excluded from the definition of an investment company by reason of Section 3(c)(1) or Section 3(c)7 of the Investment Company Act*):

(A) the amount of the Subscriber's Capital Commitment

- is
 is not

40% or more of the total assets and committed capital of the Subscriber.

(B) the amount of the Subscriber's Capital Commitment is

- is
 is not

10% or more of the total assets and committed capital of the Partnership (including the Subscriber's Capital Commitment).

(6) **Special Purpose Entity.** The Subscriber

- is
 is not

an entity that has been formed, organized, reorganized, capitalized, recapitalized or otherwise availed of for the purpose of acquiring or holding the Interest.

(7) **Number of Security Holders.** If the Subscriber has checked the box opposite “is” in either 5(A) (40% test) or 5(B) (10% test) or 6 (Special Purpose Entity) above, then the number of security holders, direct or indirect, of the Subscriber is:

Number of security holders

(n) **“Qualified Purchaser” Status.** The Subscriber

- is
 is not

a “**Qualified Purchaser**” within the meaning of Section 2(a)(51) of the Investment Company Act. If the Subscriber has checked the box opposite “is” above (i.e.: *the Subscriber is a “qualified purchaser” within the meaning of said Section 2(a)(51)*), the Subscriber has so indicated by checking the box or boxes next to one or more of the categories set forth on Exhibit III hereto that correctly describe its status as such and has responded to (or taken any other action called for by) all other items contained therein that apply to such category or categories.

(o) **“Benefit Plan Investor” Status.** The Subscriber

is
 is not

an entity (or acting on behalf of an entity) that is a “**benefit plan investor**” within the meaning of Department of Labor Reg. § 2510.3-101 (the “Plan Asset Regulations”) as and to the extent modified by Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

NOTE: As defined in the Plan Asset Regulations § 2510.3-101, a “benefit plan investor” includes any of the following:

- (i) any employee benefit plan, as defined in Section 3(3) of ERISA that is subject to Part 4 of Subtitle B of Title I of ERISA;
- (ii) any plan described in Section 4975(e) of the Code, as amended that is subject to Section 4975 of the Code;
- (iii) a nominee holder of a plan described in (i) or (ii) above; and
- (iv) any entity whose underlying assets would be treated, in whole or in part, as including assets of a plan described in clause (i), (ii) or (iii) above by reason of such plan's investment in the entity.

If the Subscriber is a “benefit plan investor”, the Subscriber represents and warrants to the General Partner to the effect set forth on Exhibit IV.

If the Subscriber is a “benefit plan investor” that is subject to ERISA, the Subscriber has appointed Landmark Equity Advisors, LLC as such plan’s “investment manager” (as defined in Section 3(38) of ERISA) with respect to its investment in the Partnership, pursuant to an Appointment of Investment Manager in the form of Exhibit V attached hereto.

(p) **Certain Flow-through Entities.** If the Subscriber is (or will be at any time during the period which the Subscriber holds any interest in the Partnership) a partnership, a limited liability company taxed as a partnership, a grantor trust or an S corporation for U.S. federal income tax purposes (a “**flow-through entity**”), then either (i) substantially all of the value of the Subscriber (as well as any value of any flow-through entity that is a direct or indirect beneficial owner of the Subscriber) is attributable to property other than

the Interest or (ii) neither Subscriber, nor, to the best of the Subscriber's knowledge, any such direct or indirect beneficial owner of an interest in the Subscriber that is a **flow-through entity**, was formed for the principal purpose, or as one of its principal purposes, to permit the Partnership to satisfy the 100 partner limitation of U.S. Treasury Regulation Section 1.7704-1(h)(ii).

(q) **Certain Tax Matters.**

- (1) **Special Purpose Entities.** The Subscriber

is
 is not

an entity that has been organized or reorganized, or otherwise availed of, for the principal purpose of investing in the Partnership, or substantially all of the assets of which consist (or will consist) of the Interest.

- (2) **Restriction on Transfer.** If the Subscriber has checked the box opposite “is” above (i.e.: *the Subscriber is an entity that has been organized or reorganized, or otherwise availed of, for the principal purpose of investing in the Partnership, or substantially all of the assets of the Subscriber consist (or will consist) of the Interest*), the Subscriber further represents and warrants that restrictions have been imposed on the ultimate direct or indirect beneficial owners of the Subscriber with respect to the assignment or transfer of interests in the Subscriber that are substantially the same as those contained in Section 10.2 of the Partnership Agreement relating to transfers of interests in the Partnership.

- (3) **United States person.** The Subscriber:

is
 is not

a “United States person”.

- (4) **Taxpayer Identification Number; Backup Withholding.** If the Subscriber is a “United States person”, the Subscriber confirms that the Taxpayer Identification Number shown on the **Subscriber Commitment and Information Sheet** following the signature page below is true, correct and complete and that the Subscriber is not subject to backup withholding either (i) because the Subscriber has not been notified that it is subject to backup withholding as a result of a failure to report all interest or dividends or (ii) because the Internal Revenue Service has notified the Subscriber that the Subscriber is no longer subject to backup withholding.

- (5) **Form W-8.** If the Subscriber is not a “United States person”, the Subscriber has delivered to the Partnership a properly executed Form W-8.

- (6) **Foreign Government Statements.** If the Subscriber is not a “United States person”, the Subscriber agrees to furnish to the Partnership, from time to time as

determined by the Partnership, a statement of a foreign government that complies with Treasury Regulation Section 1.1441-8T(b) and any other such statements or certifications that the Partnership may reasonably require.

NOTE: For the purposes of this Section 3(q), the definition of a “United States person” includes:

- a citizen or resident of the United States;
- a corporation, partnership or other entity created or organized in or under the laws of the United States or of any state thereof;
- an estate the income of which is subject to United States federal income taxation regardless of its source; or
- a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States fiduciaries have the authority to control all substantial decisions of the trust.

(r) **USA PATRIOT Act Matters.**

INSTRUCTIONS: For Subparagraph (1), choose Alternative “A” or Alternative “B”; subparagraphs 2 through 6 apply to all Subscribers

Alternative “A” - Subscriber is the Beneficial Owner of the Interest

- (1) The Subscriber (x) is subscribing for the Interest for the Subscriber’s own account, own risk and own beneficial interest, is not acting as an agent, representative, intermediary, nominee or in a similar capacity for any other person, nominee account or beneficial owner, whether an individual or an entity (an “Underlying Beneficial Owner”), and no Underlying Beneficial Owner will have a beneficial or economic interest in the Interest being purchased by the Subscriber, and (y) if the Subscriber is an entity, it has carried out thorough due diligence as to and established the identities of its investors, directors, officers, beneficiaries and grantors (to the extent applicable), now holds and will maintain all evidence of such identities for at least five years from the date that the Subscriber no longer has any interest in the Partnership and will make such information available to the General Partner upon its request and does not have the intention or obligation to sell, distribute, assign or transfer all or any portion of the Interest to any Underlying Beneficial Owner.

Alternative “B” - Subscriber is not the Beneficial Owner of the Interest

- (1) The Subscriber (x) is subscribing for the Interest as a record owner and will not have a beneficial ownership interest in the Interest, (y) is acting as an agent, representative, intermediary, nominee or in a similar capacity for one or more

other persons, nominee accounts or beneficial owners, whether individuals or entities or both (an "Underlying Beneficial Owner"), and understands and acknowledges that the representations, warranties and agreements made in the Subscription Agreement are made by the Subscriber with respect to both the Subscriber and the Underlying Beneficial Owners, and (z) has all requisite power and authority from the Underlying Beneficial Owners to execute and perform the obligations under this Agreement.

- (2) The Partnership prohibits the investment of funds by any persons or entities that are acting, whether directly or indirectly (x) in contravention of any United States, international or other money laundering laws, regulations or conventions, or (y) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists, including the list of Specially Designated Nationals and Blocked Persons maintained by the United States Office of Foreign Assets Control, all as may be amended from time to time ("**Prohibited Investments**").
- (3) The proposed investment by the Subscriber in the Partnership, whether made on the Subscriber's own behalf or on behalf of any one or more Underlying Beneficial Owners, is not a Prohibited Investment, any future investment that the Subscriber may make in the Partnership will not be a Prohibited Investment and the Subscriber will promptly notify the Partnership of any change in the Subscriber's status or the status of any Underlying Beneficial Owners.
- (4) Notwithstanding anything to the contrary contained in any document (including any side letters or similar agreements), if, following the Subscriber's acquisition of the Interest, it is discovered that the Subscriber's investment is a Prohibited Investment, the Subscriber shall be deemed to have withdrawn from the Partnership effective immediately and the Subscriber shall have no claim arising out of such deemed withdrawal for any form of damages against the Partnership, the General Partner, the Investment Advisor, any of their respective affiliates or any of their respective directors, members, partners, shareholders, officers, employees and agents, other than, if permitted by applicable law, the right to receive payment for its interest in the Partnership, in a manner corresponding to that set forth in Section 10.4 of the Partnership Agreement, as applied in good faith by the General Partner in its sole discretion.
- (5) The Partnership and the General Partner may release confidential information about the Subscriber and, if applicable, any Underlying Beneficial Owner(s) to proper authorities, if the General Partner, in its sole discretion, determines that it is in the best interests of the Partnership in light of relevant rules and regulations concerning Prohibited Investments.
- (6) Any proceeds of the Interest paid to the Subscriber pursuant to the foregoing paragraph (4) or otherwise will be paid to the same account from which the Subscriber's investment in the Partnership was originally remitted, unless the General Partner in its sole discretion, agrees otherwise.

- (s) **Securities Exchange Act Matters:** The Subscriber is, with respect to the Partnership, one person within the meaning of Rule 12g5-1 under the Securities Exchange Act of 1934, as amended (the “1934 Act”). The Subscriber’s form of holding its Interest is not used to circumvent the provisions of Section 12(g) or Section 15(d) of the 1934 Act.
4. **Representations and Warranties of the Partnership and the General Partner.** The Partnership and the General Partner jointly and severally represent and warrant as follows:
- (a) **Organization and Standing.** The Partnership is a limited partnership duly formed, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to carry on its business as now conducted and as proposed to be conducted and as described in the Offering Memorandum. The General Partner is a limited liability company duly formed and validly existing under the laws of the State of Delaware and has all requisite power and authority to act as general partner of the Partnership and to carry out the terms of this Agreement and the Partnership Agreement. The Investment Advisor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, is registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”) and has all requisite power and authority to act as the Investment Advisor as contemplated by the Offering Memorandum, and to carry out the terms of this Agreement and the Partnership Agreement.
- (b) **Qualification to Transact Business.** Each of the Partnership, the General Partner and the Investment Advisor is duly qualified to transact business in each jurisdiction in which the character of its business makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on its business or financial condition.
- (c) **Authorization of Agreement, Etc.** The execution and delivery by the General Partner of the Partnership Agreement has been authorized by all necessary action on the part of the General Partner and, upon the execution and delivery of the Partnership Agreement by the Subscriber (and the other persons subscribing for limited partnership interests in the Partnership pursuant to subscription agreements similar to this Agreement), the Partnership Agreement will constitute the legal, valid and binding agreement of the General Partner, enforceable against it in accordance with its terms.
- (d) **Compliance with Laws and Other Instruments.** The execution and delivery of this Agreement and the Partnership Agreement and the consummation of the transactions contemplated hereby and thereby will not conflict with or result in any violation of or default under any agreement or other instrument to which the Partnership, the General Partner or the Investment Advisor is a party or by which any of them or any of their respective properties are bound, or any permit, franchise, judgment, decree, statute, rule or regulation applicable to the Partnership, the General Partner or the Investment Advisor or any of their respective businesses or properties. Except for the filing of a Form D with the Securities and Exchange Commission and such action as may be required under the “Blue Sky” or securities laws of states and other jurisdictions in which limited partnership interests in the Partnership are offered and sold, the execution and delivery of

the Partnership Agreement by the General Partner and the consummation of the transactions contemplated thereby will not require any filing or registration with, or approval, authorization, license or consent of, any court or governmental department, agency or authority that has not already been obtained.

- (e) **Offer of Limited Partnership Interests.** Based in part upon certain representations, warranties and responses of the Subscriber in this Agreement (and the corresponding representations, warranties and responses of the other persons subscribing for limited partnership interests in the Partnership pursuant to other subscription agreements similar to this Agreement), the offering and sale of limited partnership interests in the Partnership are not required to be registered under the Securities Act.
- (f) **Investment Company Act, Etc.** Based in part upon certain representations, warranties and responses of the Subscriber in this Agreement (and certain representations, warranties and responses of the other persons subscribing for limited partnership interests in the Partnership pursuant to other subscription agreements similar to this Agreement), the Partnership is not required to register as an “investment company” under the Investment Company Act.
- (g) **Benefit Plan Investors.** By accepting the subscription of a Subscriber who has represented that it is a Benefit Plan Investor in Section 3(o) above, Landmark Equity Advisors, LLC acknowledges that it is a fiduciary with respect to the assets of such Benefit Plan Investor invested in the Partnership to the extent that, pursuant to the Plan Asset Regulations, the assets of the Partnership are deemed to include assets of Benefit Plan Investors within the meaning of the Plan Asset Regulations.
- (h) **Litigation, Etc.** There is no action, proceeding or investigation pending or to the knowledge of the General Partner threatened against the Partnership, the General Partner or the Investment Advisor that questions the validity or purpose of the Partnership Agreement or of any action taken or to be taken pursuant thereto or to this Agreement or alleges fraud, misrepresentation or the violation of any federal or state securities law, rule or regulation in connection with offering and sale of limited partnership interests in the Partnership or makes any other claim or allegation which, if adversely decided, would have a material adverse effect on the assets, properties, business or prospects of the Partnership, the General Partner or the Investment Advisor. Except as disclosed on Part I of the Uniform Application for Investment Advisor Registration as amended for the Investment Advisor and filed with the Securities and Exchange Commission on March 31, 2006, during the past five years neither the General Partner nor the Investment Advisor nor any of their respective executive officers or principal members, has been the subject of any judicial or governmental action or proceeding or, to the knowledge of the General Partner, any governmental investigation, involving claims or allegations of fraud, misrepresentation or the violation of any federal or state securities law, rule or regulation in connection with the offering or sale of securities.
- (i) **Disclosure.** The Offering Memorandum, when read in conjunction with this Agreement and the Partnership Agreement including their respective exhibits and schedules, does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading as of the date hereof.

- (j) **Limited Partner Status.** Except to the extent otherwise provided in the Partnership Agreement, upon the execution and delivery of the Partnership Agreement (i) all action required to be taken by the General Partner and the Partnership as a condition precedent to the issuance and sale of the Interest will have been taken; and (ii) the Interest will represent a duly and validly issued limited partnership interest of the Partnership.
5. **Amendments.** Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except with the written consent of the Subscriber and the General Partner.
6. **Rejection of Subscription.** The Subscriber acknowledges that the subscription for the Interest contained herein may be reduced or rejected by the General Partner in its sole discretion at any time prior to acceptance by the General Partner.
7. **Indemnification.** The Subscriber (i) acknowledges that the Partnership, the General Partner and the Investment Advisor (as well as their officers, directors, employees, owners, members, counsel, representatives, agents, consultants and affiliates) are relying on the representations, warranties and acknowledgments of the Subscriber contained herein (including, without limitation, the answers, statements and information set forth in the Exhibits attached hereto), and (ii) agrees to indemnify each of them and their agents, representatives, officers, directors, employees, owners, members and affiliates against any and all claims, demands, losses, damages, costs and expenses whatsoever arising as a result of, or in connection with, any breach by the Subscriber of any such representations, warranties or acknowledgments.
8. **Power of Attorney.** The Subscriber acknowledges that Section 17.11 of the Partnership Agreement contains a power of attorney in favor of the General Partner and, in order to facilitate the organization of the Partnership and to avoid any doubt as to the effective time of such power of attorney, upon and subject to acceptance of this Subscription Agreement, the Subscriber hereby confirms and appoints the General Partner as its true and lawful representative and attorney-in-fact on the terms and for the purposes set forth in Section 17.11 of the Partnership Agreement.

If the Subscriber is an individual, the Subscriber:

has

has not

executed the Subscription Agreement and signature pages to the Partnership Agreement in the State of New York.

9. **General.** When accepted by the General Partner, this Subscription Agreement (i) shall be binding upon the Subscriber and the legal representatives, successors and assigns of the Subscriber, (ii) shall survive the admission of the Subscriber as a Limited Partner of the Partnership, and (iii) shall, if the Subscriber consists of more than one person, be the joint and several obligation of all such persons. Two or more duplicate originals of this

Subscription Agreement shall be executed by the Subscriber and, when accepted by the General Partner of the Partnership, shall each be an original but together shall constitute one and the same instrument.

10. **Headings.** The headings in this Subscription Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Subscription Agreement.
11. **Additional Matters Regarding Grantor or Revocable Trusts.** If the Subscriber is a grantor or revocable trust, each grantor or settlor agrees that each covenant and agreement of the Subscriber contained in the Subscription Agreement is binding upon such grantor or settlor and enforceable against such person as if made directly by such person to the Partnership. Each grantor or settlor hereby represents and warrants that such grantor or settlor is (i) an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act, and (ii) a “qualified purchaser,” as such term is defined in Section 2(a)(51) of the Investment Company Act. In the event that the grantor or settlor of a grantor or revocable trust revokes the trust, which is the Subscriber, such grantor/settlor agrees that it shall thereafter be liable for all the obligations of the trust as a Subscriber.
12. **Governing Law.** This Subscription Agreement shall be governed by the laws of the State of Delaware.
13. **Subsequent Developments.** If at any time any of the representations, warranties, statements or other information contained herein concerning the Subscriber ceases to be true, the Subscriber will so notify the General Partner and provide corrected and updated information in writing.

SIGNATURE PAGE TO **SUBSCRIPTION AGREEMENT OF LANDMARK EQUITY PARTNERS XIV, L.P.**
Set 1 of 3

IN WITNESS WHEREOF, the Subscriber has executed this Subscription Agreement for the purchase of the Interest as of this day of , 2009.

Individual Investors

Name of Subscriber
(Print or Type)

Signature

Co-Investor (spouses, etc.), if applicable

Name of Co-Investor
(Print or Type)

Signature

Grantor or Revocable Trust, if applicable

Name of Grantor/Settlor
(Print or Type)

Signature

Additional Grantor/Settlor Signatories, if applicable

Name of Grantor/Settlor
(Print or Type)

Signature

Investors other than Individuals

Name of Subscriber
(Print or Type)

By: _____
Signature

Name of Signatory
(Print or Type)

Title of Signatory
(Print or Type)

Additional signatories, if applicable

By: _____

Name of Signatory
(Print or Type)

Title of Signatory
(Print or Type)

General Partner

The foregoing Subscription Agreement is hereby accepted by the undersigned General Partner of the Partnership as of this day of , 2009.

Landmark Partners XIV, LLC

By: Landmark Equity Advisors, LLC,
its managing member

By: _____

Name: Timothy L. Haviland

Title: Managing Member

SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT OF LANDMARK EQUITY PARTNERS XIV, L.P.
Set 2 of 3

IN WITNESS WHEREOF, the Subscriber has executed this Subscription Agreement for the purchase of the Interest as of this day of , 2009.

Individual Investors

Name of Subscriber
(Print or Type)

Signature

Co-Investor (spouses, etc.), if applicable

Name of Co-Investor
(Print or Type)

Signature

Grantor or Revocable Trust, if applicable

Name of Grantor/Settlor
(Print or Type)

Signature

Additional Grantor/Settlor Signatories, if applicable

Name of Grantor/Settlor
(Print or Type)

Signature

Investors other than Individuals

Name of Subscriber
(Print or Type)

By: _____
Signature

Name of Signatory
(Print or Type)

Title of Signatory
(Print or Type)

Additional signatories, if applicable

By: _____

Name of Signatory
(Print or Type)

Title of Signatory
(Print or Type)

General Partner

The foregoing Subscription Agreement is hereby accepted by the undersigned General Partner of the Partnership as of this day of , 2009.

Landmark Partners XIV, LLC

By: Landmark Equity Advisors, LLC,
its managing member

By: _____
Name: Timothy L. Haviland
Title: Managing Member

SIGNATURE PAGE TO **SUBSCRIPTION AGREEMENT OF LANDMARK EQUITY PARTNERS XIV, L.P.**
Set 3 of 3

IN WITNESS WHEREOF, the Subscriber has executed this Subscription Agreement for the purchase of the Interest as of this day of , 2009.

Individual Investors

Name of Subscriber
(Print or Type)

Signature

Investors other than Individuals

Name of Subscriber
(Print or Type)

By: _____
Signature

Co-Investor (spouses, etc.), if applicable

Name of Co-Investor
(Print or Type)

Signature

Name of Signatory
(Print or Type)

Title of Signatory
(Print or Type)

Grantor or Revocable Trust, if applicable

Name of Grantor/Settlor
(Print or Type)

Signature

Additional signatories, if applicable

By: _____

Name of Signatory
(Print or Type)

Title of Signatory
(Print or Type)

Additional Grantor/Settlor Signatories, if applicable

Name of Grantor/Settlor
(Print or Type)

Signature

General Partner

The foregoing Subscription Agreement is hereby accepted by the undersigned General Partner of the Partnership as of this day of , 2009.

Landmark Partners XIV, LLC

By: Landmark Equity Advisors, LLC,
its managing member

By: _____

Name: Timothy L. Haviland

Title: Managing Member

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LIMITED PARTNERS

Individual Investors

Investors other than Individuals

Name (Print or Type)

Name

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LIMITED PARTNERS

Individual Investors

Investors other than Individuals

Name (Print or Type)

Name

By: _____

Name:
Title:

By: _____

Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LIMITED PARTNERS

Individual Investors

Investors other than Individuals

Name (Print or Type)

Name

By: _____
Name:
Title:

By: _____
Name:
Title: