

**SUBSCRIPTION AGREEMENT**

**GENESIS GENERAL PARTNER  
GENESIS FUND CORPORATION**

**US GOVERNMENT INCOME REAL ESTATE INVESTMENT**

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**SUBSCRIPTION AGREEMENT**

THE CORPORATION STOCK (THE “*STOCK*”) OF GENESIS FUND CORPORATION, A MICHIGAN CORPORATION (THE “*CORPORATION*”), HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “*SECURITIES ACT*”), THE SECURITIES LAWS OF ANY STATE OR ANY OTHER APPLICABLE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. SUCH STOCK MUST BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED FOR SALE, OR PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (A) THE SECURITIES ACT, (B) ANY APPLICABLE STATE SECURITIES LAWS, (C) ANY OTHER APPLICABLE SECURITIES LAWS, AND (D) THE TERMS AND CONDITIONS OF THE BYLAWS OF THE CORPORATION, AS IT MAY BE AMENDED, RESTATED, WAIVED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME. PURCHASERS OF STOCK WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

\_\_\_\_\_, 2024

# US GOVERNMENT INCOME REAL ESTATE INVESTMENT PORTFOLIO

## Subscription Instructions

Subscription Documents contain certain documents to be reviewed, signed and delivered by subscriber (“**Subscriber**”) in connection with the potential purchase by Subscriber of stock (“**Stock**”) in GENESIS FUND CORPORATION, (“**Corporation**”) and is accompanied by (or Subscriber has previously received) (a) a copy of the General Partner Agreement of Genesis General Partner (as amended, restated, supplemented, waived, supplemented or otherwise modified from time to time in accordance with its terms, (“**General Partner Agreement**”)); (b) a copy of the Genesis Fund Corporation Bylaws (“**Bylaws**”); and, (c) a copy of the Corporation’s Confidential Private Placement Memorandum (as amended or supplemented from time to time, (“**Memorandum**”)(collectively, “**Subscription Documents**”). Additional materials are provided for informational purposes.

Prior to making a decision regarding an investment in Stock, Subscriber should carefully review the information contained in these Subscription Documents. In addition, Subscriber is urged to consult with its own lawyer, accountant, investment advisor or other advisors with respect to the legal, tax, regulatory, financial, investment, accounting, and other consequences of an investment in Stock and the suitability of such investment for Subscriber.

If Subscriber decides to purchase Stock, it should complete, execute and return the documents pertinent to it as described below; provided, that any subscription for Stock will become effective if, and only if, such subscription is accepted in writing by Genesis General Partner (“**Manager**”) on behalf of the Corporation.

The Corporation will not accept Subscriptions from an individual citizen or resident of the United States or from any entity defined as a “U.S. Holder”:

“**U.S. Holder**” means a beneficial owner of Stock that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the United States, (ii) a corporation created or organized under the laws of the United States or any state thereof, (iii) an estate the income of which is subject to United States federal income tax without regard to its source or (iv) 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 U.S. persons have the authority to control all substantial decisions of the trust, or the trust has elected to be treated as a domestic trust for U.S. federal income tax purposes.

## Subscription Documents

A subscription to invest in Stock in the Corporation may be made only by means of the completion, execution and delivery of the Subscription Documents:

- 1. Subscription Agreement:** Carefully complete the information required in the attached subscription agreement for the Corporation (the “**Subscription Agreement**”) and complete, date and sign the signature page thereto. The Subscription Agreement may be completed by a duly authorized officer or agent on behalf of the Subscriber.

Any person signing the Subscription Agreement in a representative capacity should type or print on the last page of the Subscription Agreement the name of Subscriber, the name of the person signing the Subscription Agreement and the capacity in which he or she is signing.

**Please note that the attached Subscription Agreement contains a power of attorney which enables the Manager to execute on behalf of Subscriber the Corporation Agreement and other documents relating to Subscriber's investment in the Corporation.**

- 2. Supporting Documentation:** To help the government fight the funding of terrorism and money laundering activities, U. S. federal law requires the Corporation to obtain, verify and record certain identifying information with respect to all Subscribers. Any subscription application may be rejected if Subscriber fails to provide required identifying information. To assist the Corporation in meeting its obligations and to ensure the investment is appropriately authorized, Subscriber should submit the applicable documentation set forth in the matrices below.

### **Delivery Instructions**

Completed and executed Subscription Documents should be delivered to the Manager either by (i) email/PDF to Gregg S. Barton at [gbarton@genesisfinancial.com](mailto:gbarton@genesisfinancial.com), OR (ii) by hard copy to the following address:

**Gregg S. Barton**, General Partner  
Genesis General Partner, Manager  
Genesis Fund Corporation  
8100 Macomb Street  
Grosse Ile, MI 48138  
[gbarton@genesisfinancial.com](mailto:gbarton@genesisfinancial.com)

If the executed Subscription Documents are delivered by email, the sender of such email represents that it is authorized to send such documents by the person required to execute such documents.

### **Acceptance of Subscriptions**

When the Subscription Documents are accepted, fully executed copies of the signed Subscription Documents will be returned to Subscriber. The Manager reserves the right at any time to accept or reject all or any portion of any subscription at the closing in its sole discretion, which may require additional information prior to making a determination. The Manager will notify Subscriber of its acceptance or rejection of its subscription. If a subscription is rejected, the Manager will promptly return all Subscription Documents submitted by such Subscriber. Subscriber must notify the Manager immediately if the information supplied becomes inaccurate at any time, including any time following the acceptance of the subscription.

## Subscription Payments

A Subscriber should not deliver any payment with the completed Subscription Documents and should not initiate any wire transfer until expressly instructed to do so. The Manager or Genesis General Partner and Management will notify in writing each accepted Subscriber of the procedure and time schedule to transfer the agreed amount of investment funds to InterClear Costa Rica.

### Matrix for Required Items

<b>Natural Persons / Non-U.S. Citizens/Residents</b>	
<ul style="list-style-type: none"> <li>• Unexpired government issued photo ID of each Subscriber showing citizenship, address, date of birth and signature such as a passport photo information page; and</li> <li>• Optional: any tax ID card issued by the U.S. IRS (for future tax return reporting).</li> </ul>	
<b>Entities</b>	
<b>Corporations and/or Pension Funds</b>	<ul style="list-style-type: none"> <li>• Certificate of Good Standing or government issued business current license for the corporation.</li> <li>• Corporate documents designating the signor of the Subscription Agreement and providing authorization for that signor to execute the Subscription Agreement</li> <li>• Any official document issued by an authorized government body that includes the name of the entity and either the principal office address in the country in which the corporation claims to be a resident or in which the corporation was incorporated.</li> <li>• Unexpired government issued photo ID of each person signing the subscription documents.</li> </ul>
<b>Trust</b>	<ul style="list-style-type: none"> <li>• Trust certification or agreement or relevant portions thereof showing appointment and authority of trustee(s) signing the subscription documents.</li> <li>• Provide an unexpired government issued photo ID of each authorized person identified and of each person signing the subscription documents.</li> </ul>

## **Privacy Notice**

The Manager and Genesis General Partner and Management take precautions to maintain the privacy of personal information concerning individual investors in the Corporation. These precautions include the adoption of certain procedures designed to maintain and secure such investors' nonpublic personal information from inappropriate disclosure to third parties. Federal regulations require the Manager to inform investors of this privacy policy.

The Manager collects nonpublic personal information about investors from the following sources:

- Information received from investors in subscription documents, transfer documents or other related documents or forms;
- Information about an investor's transactions with a private investment fund, its affiliates, or others; and
- Information the Manager may receive from a consumer reporting agency.

Subject to the policy, the Manager does not disclose any nonpublic personal information about the investors in the Corporation to anyone, except as permitted by law, regulation or investor consent. The Manager restricts access to nonpublic personal information about its investors to those employees and agents of the Manager who need to know that information in order to provide services to its investors. The Manager may also disclose such information to its affiliates and to service providers and financial institutions that provide services to the Corporation. The Manager and the Corporation maintain physical, electronic, and procedural safeguards designed to safeguard the investors' nonpublic personal information and which the Manager believes are adequate to prevent unauthorized disclosure of such information. The Manager will destroy, erase or make unreadable any non-public personal information prior to its disposal.

## **Electronic Delivery Disclosure and Consent**

The Corporation and the Manager offer Subscriber the convenience of electronic delivery of disclosure and other documents in connection with an investment in the Corporation.

This electronic delivery disclosure and consent applies to all documents that the Corporation and the Manager may provide to Subscriber electronically and describes how the Corporation and the Manager deliver communications electronically. The Corporation and the Manager may change this disclosure by emailing a revised version to Subscriber.

Some of the documents that the Corporation or the Manager may provide to Subscriber electronically in PDF are:

- The Subscription Documents and any appendices, amendments or supplements thereto
- The Corporation Bylaws and any amendments thereto
- Capital call notices for acquisition closings
- Distribution notices
- Capital account statements and periodic reports
- Periodic notices, consents, waivers or demands, as provided in the Bylaws
- Tax reporting
- Investor letters

### **Electronic delivery of documents**

In order to receive documents electronically, Subscriber must consent to the electronic delivery of all documents. This consent for electronic delivery covers all documents that the Corporation and the Manager provide Subscriber in connection with its investment in the Corporation and is effective indefinitely until Subscriber's withdrawal of its consent to electronic delivery of documents.

### **Hardware and Software requirements**

In order to access and retain electronic documents, Subscriber will need the following computer hardware and software:

- a computer with an internet connection;
- a current web browser that supports the Secure Sockets Layer (SSL) protocol (e.g., Google Chrome® and Mozilla Firefox® version 3);
- Adobe Acrobat Reader version 8.0 and above to open documents in .pdf format;
- a valid email address (Subscriber's primary email address); and
- sufficient storage space to save the information.

By giving consent, Subscriber is confirming that it has access to the necessary equipment and is able to receive, open and print or download copies of any documents for its records. Subscriber may print or save a copy of these documents for its records as they may not be accessible online at a later date.

## **Withdrawing consent; Updating information**

Subscriber can provide the Corporation and the Manager with updated information about how it can contact Subscriber electronically by writing or sending an email to the Manager. It is the Subscriber's responsibility to provide current and updated electronic addresses.

Subscriber can withdraw its consent to electronic delivery by so notifying the Manager or Corporation. Doing so will not affect the legal effectiveness, validity, or enforceability of the electronic documents that were provided to Subscriber before its withdrawal became effective. If Subscriber withdraws consent for electronic delivery, the Manager will provide documents to Subscriber via mail and/or facsimile at the address or facsimile number provided by Subscriber. Subscriber's withdrawal of consent may be effective either immediately or a reasonable amount of time thereafter as specified in Subscriber's consent withdrawal communication.

# GENESIS FUND CORPORATION

## Subscription Agreement

GENESIS GENERAL PARTNER  
GENESIS FUND CORPORATION  
8100 Macomb Street Grosse Ile, MI 48138

Manager and Corporate Secretary:

The undersigned (“**Subscriber**”) is subscribing for Shares of B Stock interests (“**Stock**”) in GENESIS FUND CORPORATION (“**Corporation**”), which subscription process is managed by GENESIS GENERAL PARTNER (“**Manager**”). Subscriber hereby acknowledges having received and read (a) a copy of the General Partner Agreement (as amended, restated, supplemented, waived, supplemented or otherwise modified from time to time in accordance with its terms, the “**General Partner Agreement**”), (b) a copy of the Genesis Fund Corporation By-Laws (“**Bylaws**”); and (c) a copy of the Corporation’s Confidential Private Placement Memorandum (as amended or supplemented from time to time, (“**Memorandum**”); and together with the Subscription Documents and the Memorandum, the “**Offering Documents**”).

Capitalized terms used but not defined in this Subscription Agreement have the respective meanings given to them in Appendix A hereto, and if not defined therein, have the respective meanings given to them in the By-Laws.

Subscriber hereby represents and warrants to, and acknowledges and agrees with the Corporation and Manager as follows:

### Capital Investment

(a) Subscriber hereby subscribes for Stock in the Corporation having a capital investment in the amount set forth on the Signature Page to this Subscription Agreement. Such capital investment shall be payable in one or more installments of readily available funds by wire transfer to the custodian account of the Corporation as called from time to time by the Manager or Management. The Subscriber understands that “time is of the essence” in transferring funds and, specifically, for building acquisitions.

(b) Subscriber understands that this subscription is not binding on the Corporation until accepted by the Manager in writing, and may be rejected, or accepted in part and rejected in part, by the Manager in its sole and absolute discretion. If so rejected, the Subscriber, and the Corporation and Subscriber shall have no further obligation to each other hereunder. Subscriber agrees to hold the Manager and its affiliates harmless for any rejection of Subscriber’s subscription. Unless and until rejected by the Manager, this subscription shall be irrevocable by Subscriber.



## Representations, Warranties and Covenants – All Investors

To induce the Corporation to accept this subscription, Subscriber hereby makes the following representations, warranties and covenants to the Manager, the Corporation and its Management:

(a) Subscriber represents that it is an “accredited investor,” as such term is defined in Rule 501(a) of the U.S. Securities Act. Subscriber agrees to complete (accurately and in a manner reasonably satisfactory to the Corporation), execute, arrange for any required certification of, and deliver to the Corporation or such governmental or taxing authority as the Corporation directs, in a timely manner, any form, document or certificate that may be required or reasonably requested by the Corporation.

(b) Subscriber is acquiring the Stocks for Subscriber’s own account for investment purposes, does not have (and has no present plans to arrange for) any contract, undertaking or arrangement with any person or entity to sell, transfer or grant a participation with respect to any of the Stock, and is not acquiring the Stock with a view to or for sale in connection with any distribution of the Stock.

(c) Subscriber understands that the Stock has not been and will not be registered under the Securities Act or any state law and that the Corporation is not registered and will not register under the Investment Corporation Act of 1940, as amended (“*Investment Corporation Act*”). Subscriber agrees to notify the Corporation prior to any proposed sale, transfer, distribution or other disposition of the Stock or any beneficial interest therein, and will not sell, transfer, distribute or otherwise dispose of the Stock without the consent of Management, which may be granted or withheld in Management’s sole and absolute discretion, and unless the Stock is registered or such sale, transfer, distribution or other disposition is exempt from registration. Subscriber understands that any such transfers without the consent of the Genesis General Partner and Management are void *ab initio*. Subscriber understands that the Corporation has no intention to register the Corporation or the Stock with the Securities and Exchange Commission or any state and is under no obligation to assist Subscriber in obtaining or complying with any exemption from registration. The Genesis General Partner and Management may require that a proposed transferee meet appropriate financial and other suitability standards and that the transferor furnish a legal opinion satisfactory to the Manager and its counsel that the proposed transfer complies with applicable federal, state and any other applicable securities laws.

(d) Subscriber understands and agrees further that, except as specifically set forth in the Corporation Agreement, its Stock must be held indefinitely unless such Stock are subsequently registered under the Securities Act, the securities laws of any state and the securities laws of any other applicable jurisdiction or an exemption from registration under the Securities Act and these laws covering the sale of such Stock is available; that even if such an exemption is available, the assignability and transferability of its Stock will be governed by the Bylaws imposes substantial restrictions on transfer; that legends stating that its Stock have not been registered under the Securities Act and these laws and setting out or referring to the restrictions on the transferability and resale of the Stock may be placed on all documents evidencing such Stock.

(e) To the full satisfaction of Subscriber, Subscriber has been furnished any materials that Subscriber has requested, relating to the Corporation and the offering, and Subscriber has been afforded the opportunity to ask questions of representatives of the Manager and the Corporation concerning the terms and conditions of the offering and to obtain any additional information as it may require (to the extent the Manager and the Corporation possessed or could acquire such materials or information without unreasonable effort or expense), and all such questions, if asked, have been answered to the full satisfaction of Subscriber and all such documents, if examined, have been found to be fully satisfactory to Subscriber. Other than the Corporation Agreement and the Memorandum, Subscriber is not relying upon any representation or other information purported to be given on behalf of the Corporation or the Manager in determining to invest in the Corporation (it being understood that no Person has been authorized by the Corporation or the Manager to furnish any representations or other information).

(f) Subscriber has either consulted its own investment adviser, lawyer, accountant or other advisor about the investment and proposed purchase of an Interest and its suitability to Subscriber or chosen not to do so despite the recommendation of that course of action by the Corporation. Subscriber or an advisor or consultant relied upon by Subscriber in reaching a decision to subscribe has such knowledge and experience in financial, legal, tax and business matters as to enable Subscriber or such advisor or consultant to evaluate the merits and risks of an investment in the Corporation and to make an informed investment decision with respect thereto. Neither the Corporation nor the Manager has provided any financial, legal, tax or other advice or recommendation to Subscriber, including, without limitation, in relation to the acquisition or disposal of the Interest or the terms on which such Interest may be acquired or disposed.

(g) Subscriber recognizes that there is not now any public market for the Stock and that such a market is not expected to develop; accordingly, it may not be possible for Subscriber to readily liquidate Subscriber's investment in the Corporation. Subscriber's overall capital investment to the Corporation and other investments, which are not readily marketable, are not disproportionate to Subscriber's net worth and Subscriber has no need for immediate liquidity in Subscriber's interest in the Stock.

(h) Subscriber is not prohibited by any applicable law from holding Stock in the Corporation.

(i) If Subscriber is a natural person, Subscriber has the legal capacity to execute, deliver and perform this Subscription Agreement and the Bylaws.

(j) If Subscriber is a corporation, pension fund, trust or other entity, it is authorized and qualified to become a Stockholder in, and authorized to make its capital investment to, the Corporation and otherwise to comply with its obligations under the Corporation Agreement; the person signing this Subscription Agreement on behalf of such entity has been duly authorized by such entity to do so; and this Subscription Agreement has been duly executed and delivered on behalf of Subscriber and is the valid and binding agreement of Subscriber, enforceable against Subscriber in accordance with its terms. In addition, such Subscriber will, upon request of the Manager, deliver any documents evidencing the existence of Subscriber, the legality of an investment in the Corporation and the authority of the person executing this Subscription Agreement on behalf of Subscriber which may be requested by the Manager.

(k) Subscriber acknowledges that an investment in the Corporation involves significant risks, including, without limitation, (i) those described in the Memorandum; (ii) that the Corporation has no financial or operating history; (iii) that the Stock involve a substantial degree of risk of loss of Subscriber's entire investment; (iv) that there is no assurance of any return from an investment in the Corporation; (v) that the Stock will be illiquid; (vi) that the Stockholders B have no authority to make decisions or to exercise business discretion on behalf of the Corporation and must rely upon the decisions of Management; and (vii) that any United States federal, state or non-U.S. income tax benefits or those of the Subscriber's citizenship that may be available to Stockholder may be lost through the adoption of new laws or regulations or changes to existing laws and regulations or changes in the interpretation of existing laws and regulations.

(l) Subscriber is satisfied that it has received adequate disclosure from the Manager to enable it to understand and evaluate the compensation arrangements of the Corporation with its respective Affiliates and other terms of the By-Laws and the risks associated therewith.

(m) Subscriber agrees as Stockholder to properly execute and provide to the Genesis General Partner and Management in a timely manner any tax documentation that may be reasonably required by the Management in connection with the Corporation.

(n) Subscriber acknowledges and agrees that distributions paid to it will be paid to the same account from which its investment in the Corporation was originally remitted, unless Subscriber/Stockholder has provided a prior written request to Genesis General Partner and Management and Management has accepted such request in writing.

(o) Subscriber/Stockholder will not sell, transfer, or otherwise dispose of all or any part of its Interest in the Corporation on an "established securities market", or a "secondary market or the substantial equivalent thereof" in each case within the meaning of Section 7704 of the IRS Code and the Treasury Regulations promulgated thereunder.

(p) Subscriber is not a U.S. Holder (neither a U.S. citizen nor resident).

### **Anti-Money Laundering and Related Representations, Warranties and Covenants – All Investors**

Subscriber hereby makes the following additional representations, warranties and covenants to the Manager, the Corporation and Management:

(a) Subscriber represents and warrants that neither Subscriber nor any holder of any beneficial interest in the Stock (each a "***Beneficial Interest Holder***")<sup>2</sup> and, in the case of a Subscriber or Beneficial Interest Holder which is an entity, no Related Person is:

- (1) A person or entity whose name appears on (i) the List of Specially Designated Nationals and Blocked Persons, (ii) the List of Foreign Sanctions Evaders, or (iii) the Sectoral Sanctions Identification List, each maintained by the U.S. Department of Treasury's Office of Foreign Asset Control ("***OFAC***") or other list designated by the Manager from time to time;

- (2) A person or entity who is a citizen or resident of, which is located in, which is organized or chartered under the laws of, or whose subscription funds are transferred from or through an account in, a jurisdiction which is the subject of an OFAC embargo (“*OFAC Embargoed Countries*”) or has been identified by the U.S. Secretary of State as a foreign terrorist country;
- (3) A person or entity with which the Corporation is prohibited to deal under the laws of the United States, including, but not limited to, the sanctions laws administered by OFAC;
- (4) A Foreign Shell Bank;
- (5) A person or entity who is a citizen or resident of, or which is located in, or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction;
- (6) A person or entity who is citizen or resident of, located in, or organized or chartered under the laws of, a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns;<sup>3</sup> or
- (7) A Senior Foreign Political Figure, any member of a Senior Foreign Political Figure’s Immediate Family or any Close Associate of a Senior Foreign Political Figure, or a corporation, business or other entity that has been formed for the benefit of the above listed individuals.

(b) Subscriber represents and warrants that (except as otherwise disclosed to the Manager in writing) its subscription funds do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank, an Offshore Bank, or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction or an OFAC Embargoed Country.

(c) Subscriber represents and warrants that no capital investment, contribution, or payment to the Corporation by Subscriber and no distribution to Subscriber/Stockholder by the Corporation shall cause the Corporation or the Manager to be in violation of any applicable anti-money laundering, sanctions, or anti-terrorism laws and regulations including, but not limited to, the USA PATRIOT Act and the sanctions regulations administered by OFAC.

(d) If Subscriber or any Beneficial Interest Holder is a financial institution as defined in the Bank Secrecy Act, 31 U.S.C. § 5312(a)(2)(A) – (X), and is investing in the Corporation on behalf, directly or indirectly, of any of its customer accounts (as defined in rules under the USA PATRIOT Act), Subscriber represents and warrants that it and any Beneficial Interest Holder is aware of the obligations imposed upon it by the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, which comprises Title III of the USA PATRIOT Act, and is and shall remain in compliance with its obligations thereunder.

<sup>2</sup> Beneficial Interest Holders will include, but not be limited to: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability Corporation; (iv) any person controlling or controlled by Subscriber; (v) investors in a fund of funds; (vi) the grantor of a revocable or grantor trust; (vii) the beneficiaries of an irrevocable trust; (viii) the individual who established an IRA; (ix) the participant in a self-directed pension plan; (x) the sponsor of any other pension plan; and (x) any person being represented by Subscriber in an agent, custodian, representative, intermediary, nominee or similar capacity. If the Beneficial Interest Holder is itself an entity, the information and representations set forth herein must also be given with respect to its individual beneficial owners. If Subscriber is a publicly-traded Corporation, it is only obligated to conduct due diligence as to its beneficial owners that own 5% or more interest in the Corporation.

<sup>3</sup> The Treasury Department's Financial Crimes Enforcement Network ("*FinCEN*") issues advisories regarding countries of primary money laundering concern. FinCEN's advisories are posted at <http://www.fincen.gov>.

(e) If Subscriber or any Beneficial Interest Holder is a European person or firm that is subject to local legislation implementing the EC Money Laundering Directives or is established or based in a non-EU jurisdiction (other than the United States) and subject to anti-money laundering legislation (any of the foregoing anti-money laundering legislation, "*Non-U.S. AML Regulations*"), Subscriber represents and warrants that it and any Beneficial Interest Holder is aware of the obligations imposed on it by Non-U.S. AML Regulations and is and shall remain in compliance with its obligations thereunder.

(f) Subscriber acknowledges and agrees that any monies paid to it will be paid to the same account from which its subscription funds were originally remitted unless Genesis General Partner and Management agrees otherwise in writing.

(g) If Subscriber is a fund-of-funds, or is purchasing the Stock as agent, custodian, representative, intermediary/nominee or in any similar capacity for any other person, or is otherwise requested to do so by the Manager, it represents and warrants that (i) it is in compliance with all applicable anti-money laundering, sanctions and anti-terrorism laws and regulations; (ii) it shall provide a copy of its anti-money laundering and know-your-customer policies (collectively, "*AML Policies*") to the Manager, (iii) its AML Policies are designed to address applicable anti-money laundering, sanctions, and anti-terrorism laws and regulations; and (iv) it is in compliance with its AML Policies, its AML Policies have been approved by counsel or internal compliance personnel reasonably informed of anti-money laundering policies and their implementation and has not received a deficiency letter, negative report or any similar determination regarding its AML Policies from independent accountants, internal auditors or some other person responsible for reviewing compliance with its AML Policies.

(h) Subscriber represents and warrants that, with respect to any Beneficial Interest Holder, it (i) has conducted thorough due diligence (and where appropriate, enhanced due diligence), (ii) has established the identity of those Beneficial Interest Holders and their respective source of funds; and (iii) will retain evidence of any such identities, any such source of funds and any such due diligence. Subscriber represents and warrants that it does not know or have any reason to suspect that (i) the monies used to fund any Beneficial Interest Holder's direct or indirect

investment in the Stock has been or will be derived from or related to any illegal activities, including without limitation money laundering activities; or (ii) the proceeds from any Beneficial Interest Holder's direct or indirect investment in the Stock will be used to finance any illegal activities, and Subscriber has reasonable risk-based procedures in place to ensure itself of the same.

(i) Subscriber understands that the Manager and its affiliates may take steps to verify the identity of Subscriber and any Beneficial Interest Holder. Subscriber agrees to promptly notify the Manager and Genesis General Partner and Management of any change in information affecting the representations and covenants contained in this section "Anti-Money Laundering and Related Representations, Warranties and Covenants – all Investors." Subscriber also agrees to provide the Manager and Genesis General Partner and Management with any additional information and/or documentation that any of such persons deems necessary or appropriate to ensure compliance with all applicable laws concerning money-laundering and similar activities. Subscriber acknowledges that the Manager, the Corporation, Genesis General Partner and Management and its affiliates shall be held harmless and be indemnified against any loss arising as a result of a failure to process the subscription application if any such information that is required by the Manager is delayed or not provided by Subscriber in a timely manner.

(j) Subscriber acknowledges that the Manager and its affiliates may be obliged under applicable laws to submit information to the relevant regulatory authorities if the Manager and/or its affiliates know, suspect or have reasonable grounds to suspect that any person is engaged in money laundering, drug trafficking or the provision of financial assistance to terrorism and that the Manager and/or its affiliates may not be permitted to inform anyone of the fact that such a report has been made. Subscriber authorizes and consents to the Manager, on behalf of the Corporation, releasing information about Subscriber and, if applicable, any Beneficial Interest Holder, to appropriate governmental authorities if the Manager determines in good faith that it is in the best interests of the Corporation in light of applicable anti-money laundering, sanctions, and anti-terrorism laws and regulations.

(k) Subscriber is advised that, by law, the Corporation may be obligated to "freeze the account" of such Subscriber/Stockholder, either by prohibiting additional investments from Subscriber/Stockholder withholding distributions and/or segregating the assets in the account in compliance with governmental regulations, and the Corporation may also be required to report such action and to disclose Subscriber/Stockholder's identity to OFAC or other authorities.

(l) Subscriber further acknowledges that, notwithstanding anything to the contrary contained in the Corporation Agreement or any other agreement, the Corporation and the Manager may prohibit additional capital contributions by Subscriber/Stockholder, restrict distributions to Subscriber/Stockholder, suspend the payment of withdrawal proceeds to Subscriber/Stockholder, or take any other necessary or advisable action with respect to the Stock, if the Manager deems it necessary to do so to comply with anti-money laundering, sanctions, or anti-terrorism laws and regulations applicable to the Corporation, the Manager any of their affiliates or any of their service providers.

(m) Subscriber agrees that neither the Manager, Corporation, Management nor any of its affiliates shall have any liability to Subscriber for any loss or liability that Subscriber may suffer to the extent that it arises out of, or in connection with, compliance by the Manager and/or its affiliates in good faith with the requirements of applicable anti-money laundering, sanctions, and anti-terrorism legislation or regulatory provisions.

## **Indemnification**

Subscriber understands the meaning and legal consequences of the representations, warranties, agreements, covenants and confirmations set out above and agrees that the subscription made hereby, if accepted by the Manager, will be accepted in reliance thereon. Subscriber agrees to indemnify, protect, defend and hold harmless the Corporation and the Manager (including, but not limited to, for this purpose their respective partners, Management, other beneficial owners, managers, officers, employees, principals, affiliates and each person who controls either of them within the meaning of Section 20 of the Securities Exchange Act of 1934) (collectively, the “*Indemnified Parties*”) from and against any and all loss, damage, liability, expense, fine, judgment, or settlement, including reasonable costs and attorneys’ fees and disbursements, which any of the Indemnified Parties may incur by reason of, or in connection with (a) any representation or warranty made herein (or in the Subscriber Information Form or Rule 506 Questionnaire) not having been true, correct and complete when made or when deemed repeated, or any breach thereof, any misrepresentation made by Subscriber or any failure by Subscriber to fulfill any of the covenants or agreements set forth herein, in the Subscriber Information Form, the Rule 506 Questionnaire or in any other document provided by Subscriber to the Corporation or (b) to the fullest extent permitted by law, any action for securities law violations instituted by Subscriber which is resolved by the judgment of a court of competent jurisdiction against Subscriber. Subscriber also agrees to indemnify, defend, protect, and hold harmless each of the Indemnified Parties from and against any and all costs, fees and expenses (including, without limitation, legal fees and disbursements) in connection with any damages resulting from Subscriber’s assertion of lack of proper authorization from Subscriber’s beneficial owner(s) to enter into this Subscription Agreement or perform the obligations hereunder. If an Indemnified Party is not a party to this Subscription Agreement and accordingly may be unable to enforce the indemnity provisions hereof, the benefit of the indemnity shall be deemed to have been given in favor of the Corporation as trustee who shall be entitled and is hereby authorized to enforce the provisions of this section on behalf of each Indemnified Party.

## **Acknowledgment of Conflicts of Interest**

(a) Subscriber understands that (i) the Manager, Corporate Management, its agents, employees, principals and affiliates engage and may in the future engage in other activities in addition to those on behalf of the Corporation, and (ii) no investment advisory relationship exists or will exist between Subscriber with the Corporation, the Manager, and its affiliates.

(b) Subject to the Bylaws and the other Offering Documents, Subscriber hereby acknowledges and agrees that the Manager and Genesis General Partner and Management are the managers of the Corporation, to the fullest extent permitted by applicable law, may allow or cause the Corporation to enter into or engage in one or more transactions involving actual or potential

conflicts of interest. Subscriber hereby acknowledges and agrees that any actual or potential conflicts of interest will be resolved by Genesis General Partner and Management with respect to the Corporation; that the determination of the Genesis General Partner and Management will be conclusive and absolutely binding upon the Corporation and its members (including Subscribers who become Stockholders), and their respective successors, assigns and personal representatives; and Subscriber hereby consents to all of the foregoing.

(c) There can be no assurance that Genesis General Partner and Management will be able to resolve any conflict in a manner that is favorable to the Corporation or its members (including Subscribers who become Stockholders). By executing this Subscription Agreement and subscribing for Stocks, Subscriber (x) acknowledges and represents that it has carefully reviewed and considered the conflicts of interest set forth in this Subscription Agreement and the Memorandum and understands and consents to the existence of actual or potential conflicts of interest relating to the Manager, the Corporation and their respective affiliates, including, without limitation, those conflicts described in this Subscription Agreement and the Memorandum and to the operation of the Corporation subject to such conflicts and (y) hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, any claim it might have based on such conflicts of interest.

### **Miscellaneous**

(a) Subscriber agrees that neither this Subscription Agreement, nor any of Subscriber's rights, interest or obligations hereunder, is transferable or assignable by Subscriber, and further agrees that the transfer or assignment of any Stock acquired pursuant hereto shall be made only in accordance with the provisions hereof, the Corporation Agreement and all applicable laws.

(b) Subscriber agrees that, except as permitted by applicable law, it may not cancel, terminate or revoke this Subscription Agreement or any agreement of Subscriber made hereunder, and that this Subscription Agreement shall survive the death or legal disability of Subscriber and shall be binding upon Subscriber's heirs, executors, administrators, successors and assigns.

(c) This Subscription Agreement has been duly authorized, executed and delivered by Subscriber and, upon due authorization, execution and delivery by the Manager, will constitute the valid and legally binding agreement of Subscriber enforceable in accordance with its terms against Subscriber, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights and remedies, as from time to time in effect; (ii) application of equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law); and (iii) considerations of public policy or the effect of applicable law relating to fiduciary duties.

(d) The execution, delivery and performance of this Subscription Agreement and the Corporation Agreement by Subscriber do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement, or any license, permit, franchise or certificate, to which Subscriber is a party or by which it is bound or to which any of its properties are subject, or require any authorization or approval under or pursuant



to any of the foregoing, violate the organizational documents of Subscriber, or violate in any material respect any statute, regulation, law, order, writ, injunction or decree to which Subscriber is subject. Subscriber has obtained all authorizations, consents, approvals and clearances of all courts, governmental agencies and authorities and such other persons, if any, required to permit Subscriber to enter into this Subscription Agreement and the Corporation By-Laws and to consummate the transactions contemplated hereby and thereby.

(e) All of the representations, warranties, covenants, agreements, indemnities and confirmations set out above and in the Subscriber Information Form and the Rule 506 Questionnaire shall survive the acceptance of the subscription made herein and the issuance of any Stock.

(f) Subscriber hereby agrees that any representation made hereunder will be deemed to be reaffirmed by Subscriber at any time it makes an additional capital contribution to the Corporation and the act of making such additional contribution will be evidence of such reaffirmation.

(g) Subscriber acknowledges that information concerning Subscriber contained herein and in the records of the Corporation may be provided to professional advisers for any purpose.

(h) Promptly, and in all events within three (3) business days, after receipt of a written request therefor from the Corporation or the Manager, Subscriber agrees to provide such information and to execute and deliver such documents as the Corporation or the Manager may deem necessary to comply with any and all laws, rules, regulations, orders and ordinances to which the Corporation or the Manager is or may be subject.

(i) Subscriber acknowledges and agrees that the Manager may release confidential information about it and, if applicable, any Beneficial Interest Holder or Related Person, to any governmental authority, self-regulatory organization or any other person, if the Manager, in its sole and absolute discretion, determines that it is required to do so or it is in the best interest of the Corporation to do so.

(j) If Subscriber is subscribing for Stock as a record owner in its capacity as agent, representative, custodian or nominee on behalf of one or more beneficial owners, it agrees that the representations, warranties and covenants made in this Subscription Agreement are made by it on behalf of itself and the beneficial owners of the Stock subscribed for hereby.

### **Power of Attorney**

Subject only to the acceptance of this Subscription Agreement by the Corporation, Subscriber hereby requests to be admitted to the Corporation as a Stockholder of B Shares and requests that the Corporation reflect such admission in the Corporation's register of Stockholders; joins in and agrees to be bound by the Bylaws as a Stockholder; and by its execution hereof, irrevocably makes, constitutes and appoints the Manager, each General Partner of the Manager, each Corporation officer, each liquidating trustee that may be appointed by the Corporation, and any successors to any of them, with power of substitution, as Subscriber's true and lawful agent and attorney-in-fact, with full power and authority in such Subscriber's name, place and stead:

(a) to receive and pay over to the Corporation on Subscriber's behalf, to the extent set forth in this Subscription Agreement, all funds received hereunder; and

(b) to make, execute, acknowledge, swear to, record and/or file: (i) the Bylaws; (ii) any certificate, agreement, instrument or document required to effect the formation, continuation, qualification, or dissolution of the Corporation in accordance with the terms of the Bylaws; (iii) any certificate, agreement, instrument or other document which any Stockholder is required to execute in connection with the termination of such Stockholder's Stock in the Corporation and the withdrawal of such Stockholder pursuant to the Bylaws and which such Stockholder has failed to execute and deliver within five (5) days after written request therefor by Management; provided, however, that the attorney-in-fact shall not use its rights under such power of attorney in this clause (iii) to effect the withdrawal of any Stockholder other than in accordance with the By-Laws; (iv) any certificate, agreement, instrument or other document necessary or desirable to accomplish the business, purposes and objectives of the Corporation or required by any applicable federal, state, local or foreign law; (v) all agreements and instruments necessary or advisable to consummate any Corporation investment pursuant to the Bylaws; (vi) any financing statement or other filing required or permitted to perfect the security contemplated by the Bylaws or any investment by the Corporation pursuant to the Bylaws (including, without limitation, in connection with any financing provided to the Corporation or any Subsidiary (as defined in the Bylaws) of the Corporation); (vii) any necessary or appropriate tax return, tax filing, tax compliance documentation, tax record, tax exemption or reduction application or similar tax-related document that the attorney-in-fact determines to execute, deliver, file, submit or record on behalf of the Corporation, the Stockholders, Management, or any Subsidiary (as defined in the Bylaws) of the Corporation; (viii) any amendments, supplements or other modifications to any of the foregoing adopted or otherwise made in accordance with the provisions of the By-Laws; and (ix) all other certificates, agreements, instruments, or documents that the attorney-in-fact deems necessary, appropriate or desirable to carry out any of the foregoing.

It is expressly acknowledged by Subscriber that the foregoing power of attorney is coupled with an interest, is irrevocable to the fullest extent permitted by law, and shall survive death, legal incapacity or assignment by Subscriber of its Stock; provided, however, that if Subscriber shall assign all of its Stock in the Corporation and the assignee shall, in accordance with the provisions of the Bylaws, become a substitute Member, such power of attorney shall survive such assignment only for the purpose of enabling the attorney-in-fact to execute, acknowledge, swear to and file any and all certificates, agreements, instruments or other documents necessary to effect such substitution.

## **Notices**

Any notice required or permitted to be given to Subscriber in relation to the Corporation shall be sent to the address specified in Question 2, Contact Information, of the Subscriber Information Form incorporating this Subscription Agreement or to such other address as Subscriber designates by written notice received by the Manager or Management.

**Governing Law; Exclusive Jurisdiction; Waiver of Jury Trial**

This Subscription Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan without regard to conflicts of law principles thereof. All disputes arising out of or in connection with the interpretation or performance of this Subscription Agreement shall be submitted to the exclusive jurisdiction of the state, county or federal court sitting in Detroit, Wayne County, Michigan. Each of the parties hereto hereby consents and submits to the jurisdiction of the aforesaid courts and agrees not to plead or claim, in any legal action or proceeding with respect to this Subscription Agreement brought in the aforesaid courts, that any such court lacks jurisdiction over such party or that such venue is an improper or inconvenient forum. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION AS BETWEEN THE PARTIES DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY OR DISPUTES RELATING THERETO.

**Counterparts; Electronic Signatures**

This Subscription Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A signed copy of this Subscription Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Subscription Agreement for all purposes.

*[Remainder of Page Intentionally Left Blank]*

**SIGNATURE PAGE**  
(Complete and sign)

IN WITNESS WHEREOF, the Subscriber, or its duly authorized representative(s), has hereby executed and delivered this Agreement, as of the date set forth below.

**THE SUBSCRIBER:**

\_\_\_\_\_  
Print Name of Subscriber

\_\_\_\_\_  
Description of Entity

\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
Name of Person Signing on behalf of Subscriber

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address of Subscriber

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

**Yes \_\_\_ No \_\_\_ Subscriber is a “Qualified Foreign Pension Fund” under US Code §892 and §897.**

**US\$** \_\_\_\_\_

Purchase Price

**FOR MANAGER'S USE ONLY  
SUBSCRIBER SHOULD NOT WRITE BELOW THIS POINT**

**Pursuant to the Subscription Agreement and the Corporation By-Laws,**

The foregoing subscription is hereby accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

**GENESIS FUND CORPORATION by GENESIS GENERAL PARTNER**

By: \_\_\_\_\_  
Gregg S. Barton, General Partner

## APPENDIX A

### Other Definitions

**Close Associate:** With respect to a Senior Foreign Political Figure, a person who is widely and publicly known internationally to maintain an unusually close relationship with the Senior Foreign Political Figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the Senior Foreign Political Figure.

**FATF:** The Financial Action Task Force on Money Laundering.

**FATF Country:** A country that is a member of FATF. For a current list of FATF Countries, see: <http://www.fatf-gafi.org>.

**Foreign Bank:** An organization that (i) is organized under the laws of a country outside the United States; (ii) engages in the business of banking; (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations; (iv) receives deposits to a substantial extent in the regular course of its business; and (v) has the power to accept demand deposits but does not include the U.S. branches or agencies of a foreign bank.

**Foreign Shell Bank:** A Foreign Bank without a Physical Presence in any country; the term “Foreign Shell Bank” shall exclude any Regulated Affiliate.

**Genesis Financial Group, Inc.:** is a Michigan business corporation and registered Michigan Real Estate Broker which provides acquisition, property management and disposition services to the Assets with thirty years’ experience in the management of US Federal government office building leases. The founders and current owners are Gregory and James Barton. It is one of the partners in Genesis General Partner.

**Genesis Fund Corporation** is a Michigan corporation and is further defined in the preamble. Its Directors and Officers are Bernardo Arce, James Barton, Gregg Barton and Lauren J. Bear-Barton

**Genesis General Partner:** is a Michigan general partnership and part of Management. Its partners include Gregory Barton, James Barton and Genesis Financial Group, Inc.

**Government Entity:** Any government or any state, department or other political subdivision thereof, or any governmental body, agency, authority or instrumentality in any jurisdiction exercising executive, legislative, regulatory or administrative functions of or pertaining to government.

**Immediate Family:** With respect to a Senior Foreign Political Figure, typically includes the political figure’s parents, siblings, spouse, children and in-laws.

**Non-Cooperative Jurisdiction:** Any foreign country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as FATF, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. For FATF’s list of non-cooperative countries and territories.

**Offshore Bank:** A Foreign Bank operating under an Offshore Banking License.

**Offshore Banking License:** A license to conduct banking activities which, as a condition of the license, prohibits the licensed entity from conducting banking activities with the citizens of, or with the local currency of, the country which issued the license.

**Physical Presence:** A place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank: (i) employs one or more individuals on a full-time basis; (ii) maintains operating records related to its banking activities; and (iii) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities.

**Publicly Traded Corporation:** An entity whose securities are listed on a recognized securities exchange or quoted on an automated quotation system in the U.S. or country other than a Non-Cooperative Jurisdiction or a wholly-owned subsidiary of such an entity.

**Regulated Affiliate:** A Foreign Shell Bank that: (i) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a Physical Presence in the U.S. or a foreign country, as applicable; and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

**Related Person:** With respect to any entity, interest holder, director, senior officer, trustee, beneficiary or grantor of such entity; provided that in the case of an entity that is a Publicly Traded Corporation, the term “Related Person” shall exclude any interest holder holding less than 5% of any class of securities of such Publicly Traded Corporation.

**Senior Foreign Political Figure:** A senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government- owned corporation. In addition, a Senior Foreign Political Figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Foreign Political Figure.

**USA PATRIOT Act:** The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 (Pub. L. No. 107-56).