**SUBSCRIPTION BOOKLET**

Leto Riverwalk LLC

**A Washington Limited Liability Company**

**September 30, 2024**

**SUMMARY OF OFFERING**

INVESTORS MUST FILL OUT THIS ENTIRE SUBSCRIPTION BOOKLET, AND RETURN THE ORIGINAL, COMPLETED BOOKLET TO LETO RIVERWALK MANAGEMENT LLC TO BE USED ONLY IN CONJUNCTION WITH AN INVESTMENT IN UNITS OFFERED THROUGH THE PRIVATE PLACEMENT MEMORANDUM DATED SEPTEMBER 30, 2024.

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# Instructions to Subscribers

If you wish to acquire units (Units) in Leto Riverwalk LLC, a Washington limited liability company (the Company), please read and follow these instructions. All Investors must complete this Subscription Booklet and submit it to the Manager.

## How to Complete this Subscription Booklet

### Subscription Agreement, Section II

Please complete the Subscription Agreement by first carefully reading and completing this section where indicated. Note: If you have relied upon a Professional Advisor regarding the suitability of this investment, you must have your Professional Advisor complete Sections II (E) and II (F). Then, please sign and date the Subscription Agreement where indicated.

### Offeree Questionnaire, Section III

You must complete the Offeree Questionnaire in full unless you have previously supplied or made such information available to the Company in writing, or if there has been a material change in the information since last submitted. You may write "none" or "N/A" for any question which can be most accurately answered in that fashion. If you have any questions concerning the information requested in this document, please contact the Company or you may wish to consult with your lawyer, accountant, or financial advisor. Then, please date and sign the Offeree Questionnaire (Section III (C)) where indicated.

## How to Subscribe to This Offering

When you have completed the Subscription Booklet, please contact the Manager for wiring or mailing instructions for the amount of your Subscription and to return your documents.

A checklist of required documents is provided below:

[ ]  The original completed Subscription Booklet.

[ ]  A Community Property Waiver and Notary Acknowledgment form, if applicable.

[ ]  A wire in the amount of your investment (Wiring Instructions will be provided upon request).

Please submit your required documents AND email notice of your payment to jessica@letoinvestments.com Include the following in your email showing notice of payment:

* The amount of your Subscription, and
* The wire transfer transaction verification number.

**Note:** All capitalized terms in this Subscription Booklet have the same meaning as the same terms defined in Appendix C (Definitions) of the Operating Agreement.

# Subscription Agreement

The undersigned hereby elects to purchase units (Units) of Leto Riverwalk LLC, a Washington limited liability company (the Company).

## Purchase of Units

Subject to the terms and conditions hereof and the provisions of the Operating Agreement, the undersigned hereby tenders a check in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, representing the total purchase price of \_\_\_\_\_\_\_ Units (at $1,000 per Unit) of the Company.

I (We) want to purchase Class A Units in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I (We)want to Purchase Class B Units in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Note: The total minimum investment is Fifty (50) Units or Fifty Thousand Dollars ($50,000).**

I understand that my admission to the Company as a Member is contingent upon the acceptance in writing of my subscription by the Company. I understand that pending such acceptance, funds will be deposited in a bank account owned by the Company until used for the purposes described in the Memorandum, which shall not occur prior to Breaking Impounds, and that the Manager will hold in trust any other documents I have furnished, including this Subscription Booklet.

Upon acceptance of your Subscription and Membership, which shall not occur prior to Breaking Impounds, the Manager will send you a receipt from the Company showing the number of Units purchased to retain for your records.

## Adoption of Operating Agreement

The undersigned hereby specifically accepts and adopts each and every provision of the Operating Agreement and executes this Subscription Agreement as a counterpart signature page to that Operating Agreement.

## Representations and Warranties

The undersigned hereby makes the following representations and warranties to the Company:

### Suitability Standards

I meet one of the Suitability Standards described in Section 1 of the Private Placement Memorandum dated September 30, 2024 (please check the box next to the applicable standard shown in bold print below by which you believe you qualify **- Make only one Choice**):

[ ]  **Accredited Investor**. I am an Accredited Investor by virtue of the fact that I meet one of the following criteria:

A natural person whose individual net worth or joint net worth with that person’s spouse or spousal equivalent, at the time of the purchase of the Units, exceeds One Million Dollars ($1,000,000), disregarding any positive equity in their personal residence. Note, however, that any loans against the personal residence taken out within the sixty (60) days prior to a subscription and any negative equity in the personal residence, (as determined by the Investor), must be considered in the calculation of net worth; or

A natural person who had individual income in excess of Two Hundred Thousand Dollars ($200,000) in each of the two most recent years or joint income with that person’s spouse or spousal equivalent in excess of Three Hundred Thousand Dollars ($300,000) in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

A bank, insurance company, registered investment company, business development company, or small business investment company; or

An employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of Five Million Dollars ($5,000,000); or

A charitable organization, corporation, trust, partnership, or limited liability company with assets exceeding Five Million Dollars ($5,000,000) that was not formed to acquire the Units; or

A director, executive officer, general partner, or “knowledgeable employee” (as defined in Rule 3c-5 under the Investment Company Act of 1940) of the company selling the securities; or

Individuals who hold in good standing any of the following licenses administered by FINRA: (1) the Licensed General Securities Representative (Series 7); (2) the Licensed Investment Adviser Representative (Series 65); and (3) the Licensed Private Securities Offerings Representative (Series 82); or

An entity with more than Five Million Dollars ($5,000,000) in “investments” as defined in Rule 2a51-1(b) under the Investment Company Act, that was not formed to acquire the Units; or

A family office with assets in excess of Five Million Dollars ($5,000,000) under management that was not formed to acquire the Units, and is directed by a person with such knowledge and experience in financial and business matters that the family office is capable of evaluating the merits and risks of the prospective investment; or

An entity in which all the equity owners are Accredited Investors.

For an entity such as an Individual Retirement Account (IRA) or Self-Employed Person (SEP) Retirement Account, all of the beneficial owners must meet one of the above standards. The beneficial owners may be either natural persons or other entities as long as each meet one of the definitions of an Accredited Investor defined in the bulleted list above.

[ ]  **Sophisticated Investor**: I meet the definition of a “Sophisticated Investor” as defined by the SEC because I either:

* I have such knowledge and experience in financial matters that I am capable of evaluating the merits and risks of an investment in the Company, or
* My Professional Advisor has such knowledge and experience and has completed the Professional Advisor portion of the attached Offeree Questionnaire.

### Other Representations

I further attest to my Suitability for this investment as follows:

* My overall commitment to investments that are not readily marketable is not disproportionate to my net worth and the investment in the Company will not cause such overall commitment to be excessive; and
* All information I have provided in response to questions contained within this Subscription Booklet is true and correct as of the date hereof.

### Risks

* I have evaluated the risks of investing in the Company and hereby attest that all of the following statements are true and correct:
* I understand that the Private Placement Memorandum is very important, and I have read the entire document along with the entire Operating Agreement and this Subscription Agreement and confirm that all documents that I have requested to satisfy my own due diligence inquiry regarding the Property and the Manager has been made available. I have been able to ask questions of the Manager and have been supplied with such additional information concerning this investment requested; and
* I recognize that an investment in the Company involves substantial risks, and I have taken full cognizance of and understand all risks related to the purchase of Units, including, but not limited to, those set forth in the section entitled "Risk Factors" in the offering materials. I am aware that this investment is highly speculative, and I am capable of bearing the degree of economic risks and burdens of this investment, including, without limitation, the possibility of a complete loss of all contributed capital, and the lack of a public market to the extent it might not be possible to liquidate this investment; and
* The offer to sell Units was directly communicated to me in a manner such that I was able to ask questions and receive satisfactory answers concerning the terms and conditions of this transaction, and, at no time was I presented with or solicited for this investment by any promotional meeting, newspaper, magazine, radio or television advertisement or any other form of general advertising; and
* These Units are being acquired for my own account, or the account of the entity I represent, solely for investment, and are not being purchased with a view to or for the resale, distribution, division or fractionalization thereof; and
* These Units, or any interest therein, will not be resold, either to an assignee or to a transferee, unless the Units are subsequently registered under the Securities Act of 1933 and appropriate state securities laws, or unless, among other conditions set forth in the Operating Agreement, and (i) an exemption from registration is available, (ii) any such resale will not cause a termination of the Company for tax purposes, (iii) similar warranties as are set forth in this Agreement are obtained from any such assignee or transferee and (iv) the written approval of the Company (which may be withheld and/or may require a satisfactory legal opinion regarding the availability of such exemption) to any Substitute Membership is previously obtained; and
* I am able to bear the economic risk that any investment in the Company could become completely worthless.

### Considerations

I am aware of all of the following:

* The Company has no financial or operating history;
* There are substantial restrictions on the transferability of the Units which may not be re-sold or transferred in any event for at least one year from the date of the initial sale and only then may be sold or transferred pursuant to the transfer requirements described in the Operating Agreement; furthermore, the Units will not be, and Investors in the Company have no rights to require that the Units be registered under the Securities Act of 1933, or any other state or federal act, and any such registration is unlikely;
* Financial projections and forecasts, if any, in the materials provided by the Manager are only management's estimates based on assumptions therein stated. There is no assurance or guarantee that any such projections and forecasts will be met;
* At any time, the amount of distributions or tax effects that may be available as a result of investment in the Company is not susceptible to absolute prediction, and different future occurrences, interpretations or new developments in rulings of the Internal Revenue Service, court decisions or legislative changes may have an adverse effect thereon;
* No federal or state agency has made any finding or determination as to the fairness for public investment, nor any recommendation nor endorsement, of the Units;
* I recognize that the Company will be subject to various conflicts of interest arising out of its relationship with the Manager and Affiliates of the Manager. I understand that the agreements and arrangements, including those relating to compensation of the Manager by the Company are not the result of arm's length negotiations. I understand the Company will not have independent administrative management and will rely upon the Manager and Affiliates of the Manager for management;
* I understand that the Manager has retained legal counsel who has prepared the Operating Agreement and that such attorney solely represents the Company or the Manager and has not agreed to represent any of the Company Members. I have been advised to seek my own legal counsel. I have access to adequate legal counsel, and to the extent desired have received advice from my own independent legal counsel and have relied exclusively thereon;
* I understand that the Manager may receive substantial compensation pursuant to the Operating Agreement. I have reviewed the interests and compensation to the Manager and am satisfied that such is reasonable in connection with the Company and my purchase of interests therein; and
* I understand that the offering materials supersede any other facts or assumptions that may have been represented, guaranteed, or warranted to me by any person, expressly or by implication, in any way connected with or related to this Offering.

## Electronic Signature and Communications Notice and Consent

Digital (“electronic”) signatures, often referred to as an “e-signature,” enable paperless contracts and help speed up business transactions. The 2001 E-Sign Act was meant to ease the adoption of electronic signatures.

You may execute this Agreement by providing one of the following: (i) your original, scanned or faxed signature; or (ii) your electronic signature, as prescribed in the bulleted paragraphs below.

The mechanics of the electronic signature requested herein include your execution of both this Subscription Agreement and the Operating Agreement for the Company in a single signature block. By typing in your name, with the underlying software recording your IP address, your browser identification, the timestamp, and a security hash within an SSL encrypted environment, you will have accepted and agreed, without reservation, to all of the terms and conditions contained within this Subscription Agreement and the Operating Agreement. Your electronically signed Agreements will be stored by the Company in such a manner that the Company can access them at any time.

You hereby consent and agree that the electronic signature below constitutes your signature, acceptance and agreement of both the Subscription Agreement and the entire Subscription Booklet, and the Operating Agreement as if each of these documents were actually signed by you in writing. Further, all parties agree that no certification authority or other third-party verification is necessary to validate any electronic signature; and that the lack of such certification or third-party verification will not in any way affect the enforceability of your signature or resulting contract between you and the Company. You understand and agree that your e-signature executed in conjunction with the electronic submission of this Subscription Agreement shall be legally binding and that such transaction has been authorized by you. You agree that your electronic signature below is the legal equivalent of your manual signature on both this Subscription Agreement and the Operating Agreement and that you consent to be legally bound by terms and conditions of such Agreements.

Furthermore, you hereby agree that all current and future notices, confirmations and other communications regarding this Subscription Agreement or the Operating Agreement specifically, and/or future communications in general between the parties, may be made by email, sent to the email address of record as set forth in the vesting information below or as otherwise from time to time changed or updated and disclosed to the other party, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients’ spam filters by the recipients’ email service provider, or due to a recipients’ change of address, or due to technology issues by the recipients’ service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to you, and if you desire physical documents then you agree to be satisfied by directly and personally printing, at your own expense, the electronically sent communication(s) and maintaining such physical records in any manner or form that you desire.

**Your Consent is Hereby Given:** By signing this Subscription Agreement, you are explicitly agreeing to receive documents electronically, including your Receipt and Acknowledgement Page executed by the Manager, final Operating Agreement showing ownership percentages, as well as ongoing disclosures, communications and notices.

## Professional Advisor(s) Relationship with Company

The following relationship exists between the Investor’s Registered Investment Advisor(s) named below and his/her or their affiliates and the Company and its Affiliates (if NONE, so indicate):

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

## Registered Investment Advisor(s) Name, Address and Telephone Number

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

## Acceptance of Subscription

Execution of this Subscription Agreement and tender of the payment referenced in Section II (A) above shall constitute an offer which the Company may accept or reject; and acceptance by the Company shall be indicated by it causing the undersigned to become a Member through execution of the Operating Agreement or amendment thereto, admitting the undersigned as a Member.

## Purchaser(s) Name, Address, and Telephone Number

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Business Phone (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Taxpayer I.D. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co‑investor's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Business or Home Phone (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Taxpayer I.D. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## The Units subscribed hereby are being purchased as follows (Check One):

[ ]  Individual [ ]  Corporation

[ ]  Company [ ]  Pension or profit‑sharing trust

[ ]  Joint tenants with right of survivorship [ ]  Trust

[ ]  Tenants in common [ ]  Custodian under Uniform Gift

[ ]  Community property to Minors Act

[ ]  Separate Property [ ]  Employee Benefit Plan

[ ]  Custodians [ ]  Keogh Plan (HR 10 or 401(k) Plan)

[ ]  Traditional Individual Retirement Account

[ ]  Roth Individual Retirement Account [ ]  SEP Retirement Account

[ ]  Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Note: If you are a resident of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin or Puerto Rico and you are married but purchasing Units as your sole and separate property, you must have your spouse complete the attached Community Property Waiver and the attached Notary Acknowledgment form and return it to the Manager.**

* If a partnership, please include a copy of the partnership agreement and a partner certificate authorizing the investment OR provide partnership agreement and have all partners sign the Subscription Agreement and the Offeree Questionnaire.
* If a custodian, trustee or agent, please include a copy of the trust, agency or other agreement and an entity certificate authorizing the investment. For trusts, you may instead provide the trust agreement and have all trustees sign the Subscription Agreement and the Offeree Questionnaire.
* If a corporation, please include a copy of the Articles of Incorporation and a certified corporate resolution or other document authorizing the investment or have all those with signing authority sign the Subscription Agreement and the Offeree Questionnaire.
* If a limited liability company, please include a copy of the Operating Agreement or Company Agreement and a certificate of action of the manager(s) or other document authorizing the investment or have all those with signing authority sign the Subscription Agreement and the Offeree Questionnaire.

## Signature(s)

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

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

Signature of Individual, Owner, Manager, Signature of Individual, Owner, Manager, Officer or Member Officer or Member

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

Printed Name & Title or Capacity Printed Name & Title or Capacity

# Offeree Questionnaire

## Instructions for Completing Questionnaire

This Questionnaire should be completed by each investor interested in purchasing units (Units) offered by Leto Riverwalk LLC (the Company), who has not previously supplied or made such information available to the Company in writing, or if there has been a material change in the information since last submitted. The purpose of this Questionnaire is to assure the Company that each investor will meet the standards established by the Securities Act of 1933 as amended (the Act), and/or the rules of all other applicable regulatory agencies in the States in which these interests are offered.

Your answers will, at all times, be kept strictly confidential. However, by signing this Questionnaire, you agree that the Company may present this Questionnaire to such government regulatory agencies, not including the Internal Revenue Service, as it deems appropriate if called upon to establish the availability under any law of an exemption from registration of the securities offered hereby.

Please complete, sign, date, and return one copy of this Questionnaire to the Company or its authorized representative.

**PLEASE PRINT**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Investor Questions

In the space below, please list the state(s) in which you have maintained your principal residence during the past two years and the dates during which you resided in each state.

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

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

Do you maintain a house or apartment in any other state? If yes, in which state(s)?

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

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

In which state, if any, do you pay state income taxes?

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

What is your present age?

Under 21 [ ] ; 21‑30 [ ] ; 31‑40 [ ] ; 41‑50 [ ] ; 51‑64 [ ] ; Over 64 [ ]

**NOTE: Questions 5 through 9 are intended to determine whether or not you qualify as an Accredited Investor pursuant to SEC Regulation D
under The Securities Act of 1933 and amendments thereto:**

Is your net worth in excess of One Million Dollars ($1,000,000)?

 Yes [ ]  No [ ]

\*For purposes of this question, you must exclude the value of your primary residence. Note, however, that any loans against your personal residence taken out within the sixty (60) days prior to a subscription and any negative equity in your personal residence must be considered in your calculation of net worth.

If no, what is your current estimated net worth?

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

Was your individual income during the past two years in excess of Two Hundred Thousand Dollars ($200,000) or was your joint income with your spouse during the past two years in excess of Three Hundred Thousand Dollars ($300,000) and do you have a reasonable expectation of reaching the same income level in the current year?

 Yes [ ]  No [ ]

\*Income may be calculated by starting with Adjusted Gross Income and adding the deductions taken for long-term capital gain, depletion, Company losses allocated to you and contributions to IRA and/or Keogh plans.

If no, what was your estimated income (or joint income) for the previous calendar year?

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

By what other definition of Accredited Investor will you wish to qualify? (See Section II (C) (2), bullets 1-8 of the Subscription Agreement).

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

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

Please briefly describe principal positions held during the last ten years or since graduation from college (whichever is less), which will demonstrate your related experience in financial and business matters:

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Please describe the nature and history of your prior personal or business relationship with Jessica Lowing, Donna Kay, Leto Investments LLC; or any of their principals, officers, directors or Affiliates.

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Investment experience:

1. Please indicate the frequency of your investment in non-marketable securities:

 often [ ] ; occasionally [ ] ; seldom [ ] ; never [ ]

1. Please indicate the frequency of your investment in limited liability companies or limited partnerships:

 often [ ] ; more than once [ ] ; never [ ]

1. Please indicate in the space provided below any additional information which you think may be helpful in enabling the Company to determine that your knowledge and experience in financial and business matters is sufficient to enable you to evaluate the merits and risks of this investment.

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

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The following questions will determine where State Securities Notices must be filed:

1. In which state does the Subscriber file state income tax returns or annual reports, if any?

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

1. In what state was the Subscriber’s entity formed (if applicable)?

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## Signature(s)

 By signing below, I represent and warrant that the above information supplied by me is true and correct in all respects.

IN WITNESS WHEREOF, I have executed this Offeree Questionnaire this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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

(Signature of Offeree)

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

 Printed Name & Title or Capacity

# Community Property Waiver (if applicable)

**Note: For residents of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin or Puerto Rico. If you are married and purchasing Units as your sole and separate property, you must have your spouse complete this Community Property Waiver and the attached Notary Acknowledgment form and return it to the Manager.**

**WAIVER OF COMMUNITY PROPERTY BY SPOUSE**

Name of Member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(a) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of spouse] agrees that all property of any nature or in any place, including but not limited to the earnings and income resulting from the personal services, skill, effort, and work belonging to, acquired by or coming to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Member] during the marriage; but only relating to any such earnings and income related to and derived from Leto Riverwalk LLC; shall be the separate property of Member, and shall be subject to his/her disposition as separate property, in the same manner as if no marriage had been entered into.

(b) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of spouse] acknowledges that, except for this Agreement, the earnings and income resulting from the personal services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Member] during the marriage (again, only relating only to such earnings and income related to and derived from Leto Riverwalk LLC) would otherwise be community property in which \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of spouse] would have a one-half Interest, but that by this Agreement those earnings and income are made the separate property of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Member].

(c) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of spouse] waives and releases any and all equitable or legal claims and rights, actual, inchoate, or contingent that he or she may acquire in the separate property of the other by reason of their marriage (again, only relating only to such earnings and income related to and derived from Leto Riverwalk LLC), including but not limited to: (1) The right to a family allowance; (2) The right to a probate homestead; (3) The right to claims of dower, curtesy, or any statutory substitutes provided by the laws of the state in which the parties or either of them die, domiciled, or in which they own real property; (4) The right of election to take against the will of the other; (5) The right to a distributive share in the estate of the other should he or she die intestate; (6) The right to declare a homestead in the separate property of the other; and (7) The right to act as estate administrator of the other.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Signature of Spouse]

**COMMUNITY PROPERTY WAIVER**

**NOTARY ACKNOWLEDGMENT**

**ONLY COMPLETE IF SPOUSE IS PROVIDING A COMMUNITY PROPERTY WAIVER**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public in and for said County and State, personally appeared [INSERT NAME] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed on the attached instrument entitled “COMMUNITY PROPERTY WAIVER BY SPOUSE” dated [INSERT DATE]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                                         [Seal]
Signature

**LETO RIVERWALK LLC
ACCEPTANCE OF SUBSCRIPTION**

**RECEIPT AND ACKNOWLEDGMENT FOR UNITS**

**MANAGER: RETURN A COPY OF THIS COMPLETED PAGE TO INVESTOR.**

**MEMBERS: KEEP THIS PAGE AS**

**A RECEIPT FOR YOUR INVESTMENT.**

|  |
| --- |
| DATE BOOKLET RECEIVED:       |
| NAME OF SUBSCRIBER:       |
| ENTERED IN MEMBER ROSTER BY:       |
| CHECK/WIRE TRANSFER/FUNDS VERIFICATION NUMBER:       |
| INVESTMENT AMOUNT:       | # OF UNITS ACQUIRED:        |
| FINANCIAL QUALIFICATIONS VERIFIED BY:       |  |

ACCEPTANCE DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Leto Riverwalk LLC**

A Washington limited liability company

**By: Its Manager, Leto Riverwalk Management LLC**

**EACH PURCHASER REPRESENTS THAT THE PURCHASER IS PURCHASING FOR THE PURCHASER’S OWN ACCOUNT (OR A TRUST ACCOUNT IF THE PURCHASER IS A TRUSTEE) AND NOT WITH A VIEW TO SELL IN CONNECTION WITH ANY DISTRIBUTION OF THE SECURITY.**

A Washington limited liability company

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

By: Jessica Lowing, its authorized member