

## SUBSCRIPTION AGREEMENT

If and when accepted by ANGEL OREGON 2010, LLC, an Oregon limited liability company (the "Company"), this Subscription Agreement, when executed below, shall constitute a subscription by the undersigned, \_\_\_\_\_ (the "Investor"), to purchase Class A Units the Company ("Units") in the amount of \$5,250 (or such other amount as is set forth on the signature page to this Subscription Agreement). Investor understands that the Company has been organized for the purpose of being an entity through which its members will contribute a financial prize to be awarded to one or more entities (each, a "Winning Company", collectively, the "Winning Companies") to be selected by a vote of the members of the Company from a pool of entities that are expected to participate in the OEN 2010 Angel Oregon Conference.

### **1. Reliance by the Company**

The Investor has been advised that the Units will not be registered under the Securities Act of 1933, as amended (the "Act"), or applicable state securities laws, but will be offered and sold pursuant to exemptions from such laws. The Investor acknowledges and understands that each of the Company and each of the Winning Companies is relying in part upon the accuracy and completeness of this Subscription Agreement and the Investor's representations and warranties contained herein for the purpose of deciding (a) whether to accept this Subscription Agreement and the Company's investment in each of the Winning Companies and (b) in qualifying the offer and sale of the related securities for applicable exemptions from registration or qualification pursuant to federal or state securities laws, rules and regulations. The Investor further understands that if the Company or any of the Winning Companies determines that such exemptions from registration or qualification are not available, the Company may, among other things, rescind this Subscription Agreement and any related sale of Units to Investor pursuant hereto and thereto.

### **2. Representations and Warranties of the Investor**

The Investor hereby represents and warrants to the Company that as of the date of this Subscription Agreement the following are true and correct:

2.1 Purchase Entirely for Own Account. The Investor acknowledges that this Subscription Agreement is being entered into with the Investor in reliance upon the Investor's representation to the Company, which the Investor hereby affirms, that the Units will be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Subscription Agreement, the Investor further represents that the Investor does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or to any third person with respect to the Units. The Investor represents that the Investor has full power and authority to enter into this Agreement.

## 2.2 Due Diligence; Disclosure of Information; Speculative Investment.

(a) The Investor represents and acknowledges that the Investor will be solely responsible for the Investor's own "due diligence" investigation of the Company, the Winning Companies and their management and business, for the Investor's own analysis of the merits and risks of the Investor's investment in the Units and the Company's related contribution to, and investment in, the Winning Companies and for the Investor's own analysis of the fairness and desirability of the terms of such investment. The Investor acknowledges that the Investor has full responsibility for gathering all the information regarding the Company, the Winning Companies and otherwise that the Investor considers necessary or appropriate for deciding whether to acquire the Units. The Investor further represents that the Investor has full responsibility for asking questions and receiving answers from the Company and the Winning Companies regarding the terms and conditions of the offering of the Units and obtaining additional information necessary to verify the accuracy of the information supplied or to which the Investor has access. The Investor has carefully reviewed the Operating Agreement and is thoroughly familiar with the proposed business, operations, properties and financial condition of the Company. The Investor understands and accepts that the Winning Companies will be chosen by collective input and voting by the Company's investors, and that the selections may not agree with the Investor's individual preference. The Investor agrees that the Investor will abide by the Company's selection of Winning Companies. The Investor has discussed or will discuss with representatives of the Company, the Winning Companies and the Managing Member and/or the Investor's own legal, tax, accounting and other advisors any questions the Investor has or may have had with respect to the merits and risks of the Investor's investment in the Units and the Company's contribution to, and investment in, the Winning Companies.

(b) The Investor also understands: (i) the risks involved in this offering, including the speculative nature of the investment; (ii) the financial hazards involved in this offering, including the risk of losing the Investor's entire investment; (iii) the lack of liquidity and restrictions on transfers of the Units; and (iv) the tax consequences of this investment.

2.3 Investment Experience and Suitability. The Investor is an investor in securities of companies in the development stage and acknowledges that the Investor is able to fend for itself, can bear the economic risk and withstand a complete loss of the Investor's investment and has such knowledge and experience in financial or business matters that the Investor is capable of evaluating the merits and risks of the investment in the Units. The investment in the Units is suitable for the Investor based upon the Investor's investment objectives and financial needs, and the Investor has adequate net worth and means for providing for the Investor's current financial needs and contingencies and has no need for liquidity of investment with respect to the Units. Such Investor's overall commitment to investments that are illiquid or not readily marketable is not disproportionate to the Investor's net worth, and investment in the Units will not cause such overall commitment to become excessive.

2.4 Restricted Securities; No Public Market. The Investor understands that the Units and securities in the Winning Companies are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering, and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act of 1933, as amended

(the "Act"), only in certain limited circumstances. The Investor represents that it is familiar with SEC Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Act. The Investor understands that no public market now exists for any securities issued by the Company or the Winning Companies, and that no one has made any assurances that a public market for the securities will ever exist. The Investor further understands that it would most likely not be able to liquidate its investment in the event of an emergency or to pledge the Units as collateral security for loans and represents that its financial condition is such that it is unlikely that such Investor would need to dispose of any of the Units in the foreseeable future.

2.5 Legends. The Units will not be represented by certificates. However, the Investor understands and agrees that if at any time the Units are represented by certificates, those certificates representing or relating to the Units may bear such legends as the Company may consider necessary or advisable to facilitate compliance with the Act any other state securities law, including, without limitation, legends stating that the Units have not been registered under the Act or registered or qualified under any state securities law and setting forth the limitations on dispositions imposed thereby.

2.6 Accredited Investor. The Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated by the Securities and Exchange Commission ("SEC"), as presently in effect, the meaning of which is understood by the Investor. In that regard, Investor represents that the Investor is (*please check, then initial all that are applicable*):

(a) a natural person:

\_\_\_\_\_ whose individual net worth, or joint net worth with spouse, at the time of purchase exceeds \$1,000,000; or

\_\_\_\_\_ who had an individual income in excess of \$200,000 in each of the two most recent years, or had joint income with spouse in excess of \$300,000 in each of those years, and who reasonably expects to reach the same level in the current year.

(b) a corporation, partnership, limited liability company, trust or other entity:

\_\_\_\_\_ that has total assets in excess of \$5,000,000 and was not formed for the specific purpose of acquiring the Units or securities of the Winning Companies; or

\_\_\_\_\_ is an entity, other than a trust, all of whose equity owners are accredited investors under Rule 501(a) of Regulation D.

2.7. Citizenship.

(a) If the Investor is an individual, the Investor is a citizen of the United States, or a resident alien taxable as a citizen of the United States, over twenty-one years of age (or the age of majority in the Investor's state of residence).

(b) If the Investor is a corporation, partnership, trust or other entity:

(i) It is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations promulgated thereunder) and it agrees to notify the Company within sixty days of the date it becomes any such foreign person;

(ii) The Investor understands that the certification above regarding non-foreign status may be disclosed to the Internal Revenue Service by the Company and any false statement may be punishable by fine, imprisonment or both.

2.8 **Residency.** For purposes of the application of state securities laws, the Investor represents that the Investor is a bona fide resident of, and/or is domiciled in, the state identified on the address of the Investor listed on the signature page hereof.

## **5. Additional Agreements of Investor**

The Investor agrees as follows:

(a) The Investor may not and will not sell, assign, transfer, convey or encumber this Subscription Agreement or any of its interest herein.

(b) The Investor may not, without the Company's prior written consent, cancel, terminate, rescind or revoke this Subscription Agreement, and this Subscription Agreement shall be binding on its successors, assigns, legal representatives, heirs, legatees and distributees.

(c) This Subscription Agreement does not constitute an offer by the Company to sell the Units, and the Company reserves the right (i) to approve or disapprove the Investor and (ii) to accept or reject the Investor's subscription, in whole or in part, in each case in the Company's sole discretion.

(d) The Investor will, as a condition precedent to the purchase and receipt of any of the Units, execute the Company's Limited Liability Company Operating Agreement and such other agreements as investors in the Units are to become parties to.

## **6. Indemnification**

To the extent permitted by law, Investor hereby agrees to indemnify and defend the Company, the Managing Member, the Winning Companies and each of their respective members, managers, partners, directors, officers, employees, attorney's, accountants, agents, shareholders and other affiliates, and hold them harmless from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, court costs and attorney's fees) incurred on account of or arising out of:

(a) Any breach of or inaccuracy in the Investor's representations, warranties or agreements herein, including, without limitation, the defense of any claim based on any allegation of fact inconsistent with any of said representation, warranties or agreements;

(b) Any disposition of any part or all of the Units contrary to any of said representation, warranties or agreements; and

(c) Any action, suit or proceeding based on (i) a claim that any of said representation, warranties or agreements were inaccurate or misleading or otherwise cause for obtaining damages or redress under the Act or any other securities law, or (ii) any disposition of any part or all of the Units.

## **7. Power of Attorney**

The Investor hereby irrevocably constitutes and appoints the Managing Member with full power of substitution and re-substitution, the Investor's true and lawful attorney, for the Investor and in the Investor's name, place and stead and for the Investor's use and benefit to sign, execute, deliver, certify, acknowledge, swear to, file, record and publish:

(a) The Company's Limited Liability Company Operating Agreement (the "Operating Agreement") in substantially the form furnished by the Managing Member to the Investor, and the Company's Articles of Organization, and any amendments to any of such documents as provided in the Operating Agreement;

(b) Any other certificates, instruments, agreements and documents necessary to qualify or continue the Company as a limited liability company in the states or other jurisdictions where the Managing Member deems necessary or advisable;

(c) All conveyances, assignments, documents of transfer or other instruments and documents necessary to effect the assignment of an interest in the Company or the dissolution and termination of the Company in accordance with the operating agreement; and

## **8. Miscellaneous**

The Investor agrees that this Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Oregon, that the rights, powers and duties set forth herein shall be binding on the Investor, his or her heirs, estate, legal representatives, successors and assigns, or those of the entity the Investor represents, and shall inure to the benefit of its successors and assigns or to those of such entity.

The Investor acknowledges that it must rely on its own examination of the Company and the Winning Companies, and the terms of the offering, including, without limitation, the merits and risks involved in making an investment in the Company and in the Winning Companies, and that it is not relying upon any person or entity in making its investment or decision to invest in the Company or to contribute the prize to, and invest in, the Winning Companies. The Investor further understands that any offering documents, offering materials and any statements made to the Investor with respect to the business of the Company and the Winning Companies, their respective management or financial condition, have not been reviewed or passed upon by the Company's Managing Member, counsel, accountants, the OEN or any other independent parties. Consequently, the Company's Managing Member, counsel, accountants and the OEN should not be looked to for any assurance that there have not been material omissions or misstatements in any materials provided to the Investor. The Investor, to the extent permitted by applicable law, hereby agrees not to make any claim or bring any action and waives and releases any and all claims it may have against the Company's Managing Member, counsel, accountants or the OEN, or against the Company related to any disclosure or lack thereof.

IN WITNESS WHEREOF, the undersigned Investor has duly completed and executed and delivered this SUBSCRIPTION AGREEMENT effective as of the date indicated below.

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Name of Entity and  
Title of Signatory if an Entity)*

Total Amount (1): \$5,375.00

Dated: \_\_\_\_\_, 20\_\_

Address:

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

email: \_\_\_\_\_

phone: \_\_\_\_\_

SSN/TIN: \_\_\_\_\_  
*(Social Security Number/Taxpayer Identification  
Number of Investor)*

*(1) Includes Award Commitment of \$5,250 and Conference Admission and Support of \$125.*

**Accepted:**

**ANGEL OREGON 2010, LLC**

By \_\_\_\_\_  
William H. Stevens, Managing Member

Dated: \_\_\_\_\_, 20\_\_

**CERTIFICATE OF SIGNATORY  
FOR ENTITY**

I, \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_ (the "Entity"), hereby certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of this Subscription Agreement and to purchase and hold the Units, and certify further that this Subscription Agreement has been duly and validly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have duly executed this Certificate as of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Name of Entity and  
Title of Signatory if an Entity)*