

Subscription Agreement & Limited Power of Attorney
AMERICAN HOMEOWNER PRESERVATION LLC
SERIES _____

American Homeowner Preservation LLC
c/o American Homeowner Preservation Management, LLC
819 South Wabash Avenue, Suite 606
Chicago, Illinois 60605
Phone: 312-386-5678

Dear Sirs:

1. Subscription. The undersigned (“**Subscriber**”) hereby offers to subscribe for a limited liability company membership interest (the “**Interest**”) of Series _____ of American Homeowner Preservation LLC, a Delaware limited liability company (the “**Fund**”), in the amount set forth below. All capitalized terms used in this Agreement that are not defined herein have the meanings set forth in the Fund’s Confidential Private Placement Memorandum dated October 16, 2013 as supplemented or amended (the “**Memorandum**”). Subscriber offers to subscribe for the Interest pursuant to the terms of this Agreement, the Memorandum and the Fund’s Limited Liability Company Agreement (collectively, the “**Fund Documents**”).

2. Irrevocability of Subscription. Subscriber understands and acknowledges that its offer to subscribe for an Interest is irrevocable except as provided in federal or state securities law or as specifically described in the Memorandum.

3. Acceptance or Rejection. If the Fund’s managing member, American Homeowner Preservation Management, LLC (the “**Manager**”), accepts this subscription, Subscriber will become a non-managing member of the Fund and be bound by the Fund Documents as of the effective date of this subscription. The Manager may reject this subscription, in whole or in part, and at any time, for any reason, in its discretion. If rejected, the Fund will promptly return the subscription funds, and this Agreement will be void.

4. Payment of Subscription Funds. Subscription funds should be deposited to the Fund at the account specified by the Manager, concurrently with the delivery of this Agreement to the Fund.

5. Delivery of Subscription Agreement. Subscriber should complete and execute this Agreement online or by mail, email or fax to the Fund at the above facsimile number and address.

6. Status Representations.

(a) Accredited Investor Status. Subscriber is an “accredited investor” as defined in Securities and Exchange Commission (“**SEC**”) Rule 501 under the Securities Act of 1933, as amended (the “**Securities Act**”) because it meets one or more of the accredited investor criteria in Appendix A.

7. Receipt of Fund Documents. Subscriber has received and read a copy of the Memorandum and the other Fund Documents. Subscriber has relied solely on the Memorandum, the other Fund Documents and any independent investigation it has conducted. (Subscriber has had an opportunity to obtain any additional information about the Fund it has requested.) Subscriber has not relied on any oral representation inconsistent with the information in the Fund Documents.

8. Delivery of Documents. If Subscriber provides an electronic mail address in this Agreement and does not opt out of electronic delivery, Subscriber consents to the delivery of any and all reports and other documentation relating to the Fund or the Manager via such electronic email address (whether embedded within an electronic mail message or as a link to an internet website).

9. Subscriber Sophistication and Financial Condition. Subscriber has such knowledge and experience in financial and business matters that it is capable of evaluating the risks of this investment. Subscriber has obtained sufficient information from the Fund or its authorized representatives to evaluate such risks. Subscriber has not relied on any person as a purchaser representative in connection with that evaluation. Subscriber has determined that the Interest is a suitable investment for it. Subscriber's investment is consistent with its investment purposes and objectives and cash flow requirements, and will not adversely affect Subscriber's overall need for diversification and liquidity. Subscriber can afford a complete loss of this investment, and can afford to hold the Interest for an indefinite time.

10. Investment Intent. Subscriber is investing in the Fund solely for investment purposes and not with a view to distribute, subdivide or resell the Interest.

11. Employee Benefit Plans.

(a) Subscriber must initial here (_____) if Subscriber is a "Benefit Plan Investor." "**Benefit Plan Investor**" means, as defined in Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), (i) any employee benefit plan subject to Part 4 of Title I of ERISA (regarding fiduciary responsibility), (ii) any plan to which Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), applies (including individual retirement accounts) and (iii) any entity whose underlying assets include plan assets by reason of a plan's investment in such entity. For purposes of (iii) above, an entity's underlying assets will include plan assets if, immediately after the most recent acquisition or disposition of any equity interest in such entity, 25% or more of any class of such entity's "equity interests" are owned by Benefit Plan Investors and such "equity interests" are not "publicly-offered securities" (as the terms "equity interests" and "publicly-offered securities" are used in U.S. Department of Labor ("**DOL**") Regulation 29 CFR §2510.3-101 and as subsequently modified in effect by Section 3(42) of ERISA); provided that an entity which is primarily engaged, directly or through a majority owned subsidiary or subsidiaries, in the production or sale of a product or service other than the investment of capital shall not be considered a "Benefit Plan Investor." "Benefit Plan Investors" include, by way of example and not of limitation, corporate pension and profit sharing plans, "simplified employee pensions," Keogh plans for self-employed individuals (including partners), individual retirement accounts, and certain bank commingled trust funds, or insurance company separate accounts, for such plans and accounts. Notwithstanding anything herein to the contrary, whether an entity is a "Benefit Plan Investor" shall be determined under the rules set forth in DOL Regulation 29 CFR §2510.3-101, but only to the extent such regulations are not inconsistent with Section 3(42) of ERISA and only until such time as the DOL issues new regulations consistent with Section 3(42) of ERISA, at which time such superseding regulations shall control the determination of Benefit Plan Investor.

(b) If Subscriber is an entity whose investors include one or more Benefit Plan Investors as described under subsection (a) above (whether directly or through one or more additional entities), Subscriber represents and warrants that the current percentage of Subscriber's outstanding equity owned directly or indirectly by Benefit Plan Investors is _____. ***Subscriber further represents and warrants that it shall inform the Manager immediately if and when this percentage changes and will provide the Manager with the then current percentage of underlying assets held directly or indirectly by Benefit Plan Investors.***

(c) If Subscriber is a Benefit Plan Investor, the person executing this Agreement on behalf of Subscriber represents and warrants, on behalf of or as the fiduciary responsible for purchasing the Interest subscribed for hereunder (the “**Fiduciary**”), that the Fiduciary has considered an investment in the Fund in light of the risks relating thereto; the Fiduciary has determined that, in view of such considerations, an investment in the Fund is consistent with the Fiduciary's responsibilities under ERISA or other applicable law; the Plan's investment in the Fund does not violate and is not otherwise inconsistent with the terms of any document that governs the Fiduciary's conduct in making investment decisions; and the Subscriber's investment in the Fund has been duly authorized and approved by all necessary parties.

Subscriber further represents and warrants that the Fiduciary (i) is authorized to make, and is responsible for, the decision to invest in the Fund, including (to the extent applicable) the determination that such investment is consistent with the requirements of ERISA or other applicable law relevant to plan investments, (ii) is independent of the Manager, each placement agent, each of their respective affiliates and each employee of any of the foregoing and (iii) is qualified to make such investment decision. Subscriber will, at the request of the Manager, furnish the Manager with such information as the Manager may reasonably require to establish that the purchase or ownership of an Interest by Subscriber will not violate, or cause the Fund to violate, any provision of ERISA or the Code, including without limitation, those provisions relating to “prohibited transactions” by “parties in interest” or “disqualified persons,” as defined therein.

Subscriber further represents and warrants that none of the Manager, any placement agent, any of their respective affiliates or any of their respective agents or employees: (A) has investment discretion with respect to the investment of assets used to purchase the Interest being acquired by Subscriber or (B) has, with respect to assets being used to purchase the Interest being acquired by Subscriber, authority or responsibility to give or regularly gives investment advice for a fee pursuant to an agreement or understanding that such advice will serve as a primary basis for investment decisions with respect to such assets and that such advice will be based on the particular investment needs of the Plan.

12. Insurance Company General Accounts. Subscriber represents that the subscription funds invested in the Fund pursuant to this Agreement are not the assets of an insurance company general account. (If Subscriber cannot make this representation, it should contact the Manager for additional instructions.)

13. Subsequent Subscriptions. If Subscriber subscribes for an additional Interest at a later date, Subscriber shall be deemed to have re-executed this Agreement in so subscribing. Subscriber agrees that any representation made hereunder will be deemed to be reaffirmed by it at any time it makes an additional capital contribution to the Fund and the act of making the contribution will be evidence of that reaffirmation.

14. Advertising of Interests. Subscriber acknowledges that the Interests are being offered in reliance on the “private placement” regulations in Rule 506 under Regulation D of the Securities Act of 1933, as amended and that such regulations allow general solicitation and advertising provided that the issuer of such securities takes additional steps to verify that purchasers of the securities are “accredited investors,” as defined Regulation D. Subscriber agrees to provide such documentation as the Manager may determine, in its absolute discretion, is necessary to verify such status.

15. Record Name; Certificates. The Interest issued to Subscriber will be recorded on the Fund's books in the name of Subscriber. No Interest certificate will be issued to Subscriber unless it so requests in writing.

16. Binding Nature of Agreement. This Agreement shall be binding upon Subscriber and its heirs, representatives, successors and permitted assigns, and shall inure to the benefit of the Fund's successors and assigns. This Agreement shall survive the acceptance of the subscription. If Subscriber consists of more than one person, this Agreement shall be the joint and several obligation of each person.

17. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior such agreement.

18. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed and administered in accordance with the internal substantive laws of the State of Delaware without regard to principles of conflict of laws (to the extent not preempted by ERISA or applicable federal or state securities laws).

(b) Without limiting the scope of Section 18(a), the parties hereby consent to the exclusive jurisdiction of the courts of the State of Illinois or the Federal courts of the United States, in each case sitting in Cook County, Illinois, in any suit, action or proceeding ("**Proceeding**") relating to this Agreement or the Fund. Subscriber irrevocably submits to the jurisdiction of Illinois state or federal courts with respect to any Proceeding and consents that service of process as provided by Illinois law may be made upon Subscriber in such Proceeding, and may not claim that the Proceeding has been brought in an inconvenient forum. Subscriber consents to the service of process out of any Illinois state or federal court in any such Proceeding, by the mailing of copies thereof, by certified or registered mail, return receipt requested, addressed to Subscriber at the address of Subscriber then appearing on the Fund's records. Nothing herein shall affect the Fund's right to proceed against Subscriber in any other jurisdiction or to serve process upon Subscriber in any manner permitted by applicable law.

19. Authority. Subscriber's execution, delivery and performance of this Agreement are within its powers, have been duly authorized and will not constitute or result in a breach or default under or conflict with any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which Subscriber is a party or by which it is bound, and, if Subscriber is not an individual, will not violate any provision of the incorporation papers, by-laws, indenture of trust or partnership agreement, as may be applicable, of Subscriber. The signature on this Agreement is genuine, and the signatory, if Subscriber is an individual, is of legal age and has legal competence and capacity to execute this Agreement, or, if Subscriber is not an individual, the signatory has been duly authorized to execute this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable in accordance with its terms.

20. USA PATRIOT Act Anti-Money Laundering Regulations.

[Note: Federal regulations and Executive Orders administered by the Treasury Department's Office of Foreign Assets Control ("OFAC") prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals.¹ The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC ("OFAC Programs") prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists. Subscriber should check the OFAC website at <http://www.Treas.gov/ofac> before making the following representations.]

¹ These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

(a) Subscriber represents that the amounts contributed by it to the Fund were not and are not directly or indirectly derived from activities that may contravene Federal, state or international laws and regulations, including anti-money laundering laws and regulations.

(b) Subscriber hereby represents and warrants that, to the best of its knowledge, none of: (i) Subscriber, (ii) any person controlling or controlled by Subscriber, (iii) any person having a beneficial interest in Subscriber (if Subscriber is a privately-held entity) or (iv) any person for whom Subscriber is acting as agent or nominee in connection with this investment, is: (A) a country, territory, individual or entity named on the OFAC list; (B) a person or entity prohibited under the OFAC Programs; or (C) a senior foreign political figure² or an immediate family member³ or close associate⁴ of a senior foreign political figure.

(c) Subscriber hereby represents and warrants that it is not resident in, or organized or chartered under the laws of, a jurisdiction that has been designated by the Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act⁵ as warranting special measures due to money laundering concerns.

(d) Subscriber hereby represents and warrants that its funds do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank,⁶ an “offshore bank” or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction.⁷

(e) Subscriber understands and agrees that any withdrawal proceeds payable to Subscriber in connection with the withdrawal of capital from the Fund will be paid to an account in the name of the Subscriber at a qualified financial institution in an approved country.

(f) Subscriber acknowledges that the Fund or its agents may require verification of Subscriber’s identity, the source of its subscription monies and other relevant information pursuant to applicable anti-money laundering rules and regulations of one or more jurisdictions. Subscriber further acknowledges that if it fails to provide such verification on a timely basis, the Fund or its agents may

² A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches 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.

³ “Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

⁴ A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

⁵ “USA PATRIOT Act” means 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).

⁶ “Foreign Shell Bank” means a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate. “Foreign Bank” means an organization that: (i) is organized under the laws of a foreign country; (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. “Physical Presence” means 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 relating to its banking activities; and (iii) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities. “Regulated Affiliate” means 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 United States 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.

⁷ “Non-Cooperative Jurisdiction” means any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering (“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.

refuse to accept a subscription, refuse to honor a redemption or otherwise freeze Subscriber's account in the Fund, in its discretion and agrees to indemnify and hold harmless the Fund and the Manager against any loss or damage arising as a result of such action if any information required by the Fund or its agents has not been provided by Subscriber.

(g) Subscriber acknowledges that the Fund may be required to disclose Subscriber's identity to regulatory or law enforcement authorities.

21. Confidentiality. The Fund may disclose the information about Subscriber that is contained herein as the Manager deems appropriate to comply with applicable law or as required in any Proceeding.

22. Indemnification. Subscriber agrees to indemnify and hold harmless the Fund, the Manager and any partner, manager, officer, director, shareholder, member, agent, employee or affiliate of the Manager against any loss, liability or expense relating to any misrepresentation or breach of covenant by Subscriber herein or in any other document furnished by Subscriber in connection with its subscription.

23. Enforceability. If any provision hereof is invalid or unenforceable under any applicable law, it shall be deemed inoperable to that extent (and modified to the extent necessary to comply with that law) and its invalidity or unenforceability shall not affect any other provision hereof.

24. If Subscriber is Acting as a Representative. If Subscriber is subscribing as trustee, agent, representative or nominee for another person (the "**Beneficial Owner**"), Subscriber agrees that the representations and agreements herein are made by Subscriber with respect to itself and the Beneficial Owner. Subscriber has all requisite authority from the Beneficial Owner to execute and perform the obligations hereunder.

25. Power of Attorney. Subscriber grants the Manager a power-of-attorney to execute on Subscriber's behalf the Fund's Limited Liability Company Agreement and amendments thereto, and other documents necessary or appropriate to effectuate the offering of the Interests.

26. Continuing Representations. Subscriber agrees to promptly notify the Manager in writing if any representation of Subscriber herein is no longer true.

27. Subscriber Information and Execution.

(a) Series. _____

(b) Class of Interest. Class A Amount: \$ _____
 Class B Amount: \$ _____
 Class C Amount: \$ _____

(c) Record Name of Subscriber. The Interest issued to Subscriber is to be recorded in the Fund's records in the name of (insert name and address):

(d) Written Communications. If Subscriber opts out of electronic delivery of written communications below or elects not to provide an email address, all written communications from the Fund to Subscriber should be sent to Subscriber at the following address (furnish address):

(e) Citizenship. Subscriber is a (please check the appropriate box below):

- a U.S. Citizen or other "U.S. Person"⁸
- a Resident Alien
- a Non-Resident Alien or other non-U.S. Person⁹

(f) Domicile, Etc. Subscriber, if an individual, is a resident of the state of _____ . Subscriber, if an entity, has its principal place of business in _____ .

(g) Social Security Number/Taxpayer Identification Number. _____

(h) Contact Information.

Voice: _____

Email: _____

- Subscriber elects to receive all written communications in hard copy format rather than electronic format delivered to the email address above.

(i) Authorized Persons. The names of the persons authorized by Subscriber to give and receive instructions between the Fund and Subscriber, together with their signatures, are set forth below. These are the only persons so authorized by Subscriber until further notice to the Fund by any one of those persons:

(j) Payments. Until further written notice from Subscriber to the Fund, signed by any Authorized Person listed above, withdrawal proceeds or other payments by the Fund to Subscriber should be wired only to Subscriber and only as follows (please print or type):

Bank name: _____

ABA number: _____

⁸ The term United States Person means a citizen or resident of the United States, a corporation, partnership, or other entity created or organized under the laws of the United States or any state thereof, or an estate or trust the income of which is subject to federal income taxation regardless of its source.

⁹ Non-resident aliens must attach an IRS Form W-8BEN, W-8EXP or W-8IMY which are available from the Manager.

Account name: _____

Account number: _____

For further credit: _____

(k) Nature of Ownership. Manner in which Interest is to be held (check one):

- _____ Individual
- _____ Joint Tenants
- _____ Community Property
- _____ Self-Directed IRA
- _____ Limited Liability Company
- _____ Corporation
- _____ Partnership
- _____ Trust
- _____ non-IRA Retirement Plan

(l) Execution. In witness whereof, Subscriber has executed this Agreement on the date set forth below:

Date: _____

For individuals

Print name: _____

Signature: _____

For self-directed Benefit Plan Investors – beneficial owner should sign above (to attest to representations) and custodian should complete below

Custodian name: _____

Signature: _____

Title: _____

For entities

Print name: _____

Print name of authorized signatory: _____

Print title of authorized signatory: _____

Signature: _____

UNITED STATES TAXABLE INVESTORS ONLY

Under penalty of perjury, by signature above, Subscriber certifies that (a) the Social Security Number or Taxpayer ID Number shown above is Subscriber's true, correct and complete Social Security Number or Taxpayer ID Number and (b) Subscriber is not subject to backup withholding because: (i) Subscriber is exempt from backup withholding; (ii) Subscriber has not been notified by the Internal Revenue Service (the "IRS") that Subscriber is subject to backup withholding; or (iii) the IRS has notified Subscriber that Subscriber is no longer subject to backup withholding.

NON-UNITED STATES INVESTORS ONLY

Under penalty of perjury, by signature above, Subscriber certifies that (a) Subscriber is not a citizen or resident of the United States or (b) (if Subscriber is not an individual) Subscriber is not a United States corporation, partnership, estate or trust.

To be completed by the Fund

THIS SUBSCRIPTION APPLICATION IS HEREBY ACCEPTED BY THE FUND.

Date: _____, 20__

Name of signatory: _____

Title of signatory: _____

Signature: _____

Subscriber's name: _____

APPENDIX A

Accredited Investor Status

1. An individual whose Net Worth (excluding the value of the primary residence of such natural person), or joint Net Worth with spouse, exceeds \$1,000,000 as of the date of this Agreement. “**Net Worth**” means the excess of total assets at fair market value over total liabilities, excluding (a) the value of Subscriber’s primary residence and (b) any indebtedness that is secured by Subscriber’s primary residence, up to the estimated fair market value of such primary residence at the time of this subscription; *provided*, however, that if the amount of such indebtedness outstanding at the time of this subscription exceeds the amount outstanding sixty (60) calendar days prior to the date of this subscription, other than as a result of the acquisition of Subscriber’s primary residence, the amount of such excess shall be included as a liability, and indebtedness that is secured by Subscriber’s primary residence in excess of the estimated fair market value of such residence on the date of this subscription shall be included as a liability.
2. An individual whose gross income exceeded \$200,000 in each of the two most recent calendar years, or whose joint gross income with the individual’s spouse exceeded \$300,000 in each of the two most recent calendar years and, in either case, the individual has reasonable expectation of his single or joint gross income, respectively, reaching the same level in the current year.
3. A partnership, corporation, limited liability company or business trust that either (a) is 100% owned by individuals who are accredited investors under (1) or (2) above, or (b) was not formed for the specific purpose of investing in the Fund and whose total assets exceed \$5,000,000.
4. An employee benefit plan: (a) whose investment decision is made by a plan fiduciary (as defined in ERISA §3(21)) that is a bank, savings and loan association, insurance company or registered investment adviser; (b) whose total assets exceed \$5,000,000 as of the date of this Agreement; or (c) if a self-directed plan, whose investment decisions are made solely by persons who are accredited investors.
5. A U.S. bank, U.S. savings and loan association or other similar U.S. institution acting in its individual or fiduciary capacity.
6. A broker-dealer registered pursuant to §15 of the Securities Exchange Act of 1934 (the “**Exchange Act**”).
7. An organization described in §501(c)(3) of the Internal Revenue Code with total assets exceeding \$5,000,000 and not formed for the specific purpose of investing in the Fund.
8. Any trust with total assets exceeding \$5,000,000, not formed for the specific purpose of investing in the Fund, and whose purchase is directed by a person with such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.
9. A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, and which has total assets in excess of \$5,000,000.
10. An insurance company as defined in §2(13) of the Securities Act, or a registered investment company.