
STRAITS FINANCIAL PREMIER (U.S. FEEDER) FUND I, L.P.

Subscription Documents

To be Signed and Returned by All Subscribers

SUBSCRIPTION INSTRUCTIONS:

A. Completion of Subscription Agreement.

1. **Application and Declarations/Understandings, Covenants, Representations, and Warranties.** All subscribers must read these sections carefully.
2. **Suitability Certification.** All subscribers must complete this section.
3. **Registration Information and Consent for Electronic Delivery of Documents.** All subscribers must complete this section.
4. **Questionnaire(s).** Each subscriber must complete the section the appropriate section in accordance with the following guidelines:
 - a. Individuals. Complete the Questionnaire for Individual Subscribers.
 - b. Corporations, Partnerships, LLCs, Trusts or other Entities (other than Employee Benefit Plans). Complete the Questionnaire for Corporations, Partnerships, LLCs, Trusts, etc.
 - c. Employee Benefit Plans (IRAs of all types (including Roth and Conversion IRAs, SEP-IRAs, SARSEPs, and SIMPLE IRAs), Keogh Plans and ERISA covered Plans). Complete the Questionnaire for Employee Benefits Plans.
5. **Anti-Money Laundering Provisions.** All subscribers must submit the documentation listed in the applicable section.
6. **Signature Section.** All subscribers must complete and sign this section.
7. **Existing Investors Only.** If you are an existing investor adding to your investment you only have to complete the one page form entitled "Additional Subscription Request" instead of this Subscription Agreement, if all information previously provided remains accurate.

- B. Payment.** After you have completed and signed all required pages, you may pay for your investment by wire transfer in accordance with the following instructions:

BMO Harris Bank NA
ABA #071-000-288
For further credit to Straits Financial Premier (U.S. Feeder) Fund I, L.P.
Account Number: 400-795-1
RE: (Insert subscriber name)

MINIMUM SUBSCRIPTION IS \$10,000 FOR LIMITED PARTNERSHIP INTERESTS

- C. Documents Required.** Please refer to Appendix III for the documentation required by Subscribers.
- D. Documents Delivery Deadline.** The Fund should receive the subscriber's executed Subscription Agreement at least five (5) days prior to the desired closing date. Subscription monies should be received five (5) day prior to the desired closing date. No assurance can be made that documents or monies received after the specified dates will be processed.
- E. Delivery of Subscription Agreement and Payment.** All documents (including documents, which may be required by federal anti-money laundering and other requirements) should be returned via email or facsimile, with the original to follow promptly via mail or overnight delivery, to Straits Financial Premier (U.S. Feeder) Fund I, L.P., c/o Apex Fund Services (Charlotte) LLC, 15720 Brixham Hill Avenue, Suite 206, Charlotte, North Carolina 28277 USA, Telephone: (704) 752-8996; Facsimile: (704) 752-8997; Email: CharlotteIR@apexfunds.us.
- F. Questions.** All questions should be directed to Administrator set forth above or Straits Financial Fund Management, LLC, 440 South LaSalle Street, 39th Floor, Chicago, Illinois 60605 USA, Telephone: (312) 846-5660 or info@straitstffm.com.

Name of Subscriber: _____ **Investment Amount:** \$ _____

SUBSCRIPTION AGREEMENT

Recognizing that the Fund and the General Partner will rely on the information set forth herein and that all such information shall continue and shall survive the execution of this Subscription Agreement, Subscriber makes the following declarations, covenants, representations and warranties and further agrees to notify the Fund and the General Partner if any such statement becomes incomplete or inaccurate.

APPLICATION AND DECLARATIONS

1. The undersigned subscriber (“**Subscriber**”) hereby applies for a limited partnership interest (“**Interest**”) in Straits Financial Premier (U.S. Feeder) Fund I, L.P., an Illinois limited partnership (the “**Fund**”), to reflect the subscription amount set forth below upon the terms of the most recently dated Confidential Private Placement Memorandum (the “**Memorandum**”). The purchase price in U.S. Dollars in the amount of the subscription has been wired simultaneously herewith or will be provided in a form acceptable to the Fund.
2. Subscriber declares that it has carefully read, understands and agrees to abide by the terms set forth in the Memorandum and the Limited Partnership Agreement, as amended from time to time, attached thereto as Exhibit A (the “**Limited Partnership Agreement**”), including without limitation, (i) the compensation arrangements, (ii) all other terms of the offering, including all risk factors, conflicts of interest, withdrawal, transfer and other rights, and (iii) the General Partner’s powers, duties and obligations. Subscriber confirms that the Fund has made available to Subscriber the opportunity to ask questions of and receive answers from the General Partner concerning the Fund and the terms and conditions of this offering and to obtain any additional information the Fund had in its possession or was able to acquire without unreasonable effort or expense that was necessary to verify the accuracy of the information in the Memorandum. Terms used in this Subscription Agreement but not defined herein shall have the meanings assigned to them in the Memorandum or Limited Partnership Agreement.
3. Subscriber declares that all legal requirements necessary or appropriate in connection with the purchase of the Interests have been complied with and that each person signing this Subscription Agreement has full legal authority, capacity and power to do so.
4. Subscriber declares that if Subscriber is acting as a professional intermediary in relation to this subscription, that Subscriber has identified the ultimate beneficial owner(s) of the funds concerned and has applied all of Subscriber’s usual and customary due diligence procedures to such ultimate beneficial owner(s) with satisfactory results. Subscriber further confirms that if required to do so either by the General Partner or by any competent government body having authority in the issue as a result of concerns arising under the USA PATRIOT Act of 2001 (Pub. L. No. 107-56) or any amendment thereto, Subscriber will disclose the ultimate beneficial owner(s) in regards to this subscription.

UNDERSTANDINGS, COVENANTS, REPRESENTATIONS AND WARRANTIES

1. Subscriber understands that this subscription, once made, is irrevocable by Subscriber and that the General Partner will advise Subscriber as soon as practicable whether this Subscription Agreement, together with all or a portion of the subscription, has been accepted or rejected and that any subscriptions may be rejected in whole or in part by the General Partner in its sole and absolute discretion.
2. Subscriber understands that any checks sent to Subscriber’s registered address or to any other address directed by Subscriber, or any wire transfers of the proceeds of any distributions or withdrawals sent to the financial institution indicated below, will constitute payment to Subscriber and relieve the Fund of any further obligation to Subscriber with respect to the amounts so paid and the amounts withdrawn from its capital account thereby and Subscriber releases the Fund from any further obligation with respect thereto. Subscriber understands that the Fund may impose such procedures as it deems appropriate before it will accept any change in the registered address, the address designated herein or the account designated below.
3. In deciding to invest in the Fund, Subscriber has relied solely upon the information in the Memorandum, including, without limitation, the information contained in the sections of the Memorandum entitled “§13. Principal Risk Factors” and “§14. Conflicts of Interest,” and has not relied on oral representations or warranties, nor have any been made. Subscriber has been advised that no person is authorized to give any information or to make any statement not contained in the Memorandum and that any information or statement not contained therein must not be relied upon as having been authorized by the Fund.
4. If Subscriber is introduced to the Fund by a placement agent, selling agent, broker, sales representative or similar type of agent (collectively, “**Placement Agent**”), Subscriber understands and agrees that it is Subscriber’s sole responsibility to verify that Placement Agent (i) is licensed or registered under applicable law in the jurisdiction(s) where the offer or sale is made and where Subscriber resides, (ii) such license or registration is valid and not subject to restriction, and (iii) that the offer and sale of Interests complies with the laws of such jurisdiction(s). Subscriber agrees that the Fund, the

General Partner and the Administrator will not be liable or responsible to Subscriber (or any other person) for any losses, damages, claims, demands or causes of action incurred by Subscriber (or any other person) as a result, directly or indirectly, of any action, omission or statement by Placement Agent, including but not limited to, those arising from Placement Agent's failure to be properly registered or licensed in any applicable jurisdiction, violation of securities laws of any jurisdiction, breach of any fiduciary duty or breach of any agreement between Subscriber and Placement Agent.

5. Subscriber and each of its relevant principals and control persons have complied and will continue to comply in all material respects with all laws, rules and regulations having application to its business, properties, and assets, and there are no actions, suits, proceedings, or investigations pending or, to the knowledge of Subscriber, threatened against Subscriber or any of its principals or affiliates, at law or in equity or before any governmental department, commission, board, bureau, agency, or instrumentality, or any self-regulatory organization, or any securities or commodity exchange, in which an adverse decision could materially and adversely affect Subscriber's ability to conduct its business or to comply with, and perform its obligations under, this Subscription Agreement.
6. Subscriber understands that the offering and sale of Interests is intended to be exempt from registration or qualification under the Securities Act of 1933 as amended (the "**1933 Act**") and any applicable state securities ("**Blue Sky**") laws and that the Fund and the offering of the Interests have not been approved, disapproved or passed on by any federal or state agency or commission or by any exchange or other self-regulatory organization.
7. Subscriber understands and agrees that the Fund is intended to be exempt from registration, and will not register, under the Investment Company Act of 1940, as amended (the "**1940 Act**"). Accordingly, Subscriber represents and warrants except to the extent otherwise previously specifically disclosed to the General Partner in writing by the Subscriber, that if an entity: (a) Subscriber was not formed for the purpose of investing in the Fund or to permit the Fund to avoid classification as an investment company under the 1940 Act; (b) Subscriber (as opposed to its beneficial owners) is not making this investment with a principal purpose of enabling the Fund to satisfy the 100 person "safe-harbor" for avoiding "publicly traded" company status under the Internal Revenue Code; (c) the holders of equity or other beneficial interests in the Subscriber are not able to decide individually whether to participate or the extent of their participation in the Subscriber's investment in the Fund; (d) the Subscriber is not a defined contribution plan that allows participants to determine whether or how much will be invested in investments on their behalf; (e) to the best of the Subscriber's knowledge, the Subscriber does not control, is not under common control with, or controlled by, any other investor in the Fund; and (f) no persons other than the Subscriber will have a beneficial interest in the Interests to be acquired hereunder (other than as a shareholder, partner or other beneficial owner of an equity interest in the Subscriber).
8. Subscriber has complied and will continue to comply in all material respects with all laws, rules and regulations having application to its business, properties and assets (including, as applicable, the Commodity Exchange Act, as amended (the "**CEA**"), the Commodity Futures Trading Commission (the "**CFTC**") rules, orders and interpretations, the National Futures Association ("**NFA**") rules, orders and interpretations, United States and non-United States securities laws and state securities laws), and there are no actions, suits, proceedings or investigations pending or, to the knowledge of Subscriber, threatened against Subscriber or any of its principals or affiliates, at law or in equity or before any governmental department, commission, board, bureau, agency, or instrumentality, any self-regulatory organization or any securities or commodity exchange, in which an adverse decision could materially and adversely affect Subscriber's ability to conduct its business or to comply with and perform its obligations under this Subscription Agreement. In that regard, if necessary under the CEA or CFTC rules, orders and interpretations, Subscriber (or the person executing this Subscription Agreement on behalf of Subscriber) is registered as a commodity pool operator with the CFTC and is a member of the NFA and such registration and membership, if required, have not expired or been revoked, suspended, terminated, or not renewed or limited or qualified in any respect.
9. Subscriber understands and agrees that the Interests may not be offered for sale, sold, pledged, hypothecated, transferred, assigned or otherwise disposed of and will not attempt to sell or dispose of his Interests without the prior written consent of the General Partner, which consent may be granted or withheld in its sole discretion and without cause. Subscriber also understands that the Interests may not be resold unless subsequently registered or unless an exemption from registration is available, and that Subscriber does not have the right to require such registration. Subscriber further understands that Rule 144 under the 1933 Act will not be available to permit resales of Interests and that there is and will be no public market for the Interests.
10. Subscriber is an "accredited investor," ("**Accredited Investor**") within the meaning of Rule 501(a) of Regulation D under the Act ("**Regulation D**"). Subscriber has completed the *Suitability Certification for All Subscribers* included in this Subscription Agreement. Subscriber, by reason of Subscriber's business or financial experience or the business or financial experience of Subscriber's professional advisers, who are unaffiliated with and who are not compensated by the Fund or any affiliate of either of them, directly or indirectly, can be reasonably assumed to have the capacity to protect its interests in connection with an investment in the Interests.

11. If Subscriber is a natural person, then either: (i) Subscriber is providing the Fund necessary documents and information to support Subscriber's representation that he or she is an Accredited Investor as identified in the *Additional Accredited Investor Certification*; or (ii) Subscriber's properly licensed or registered attorney, certified public accountant, registered broker-dealer, or investment adviser (the "**Certifying Professional**") has delivered to the Fund, the completed *Additional Accredited Investor Certification* included in this Subscription Agreement, and has certified therein that Subscriber is an Accredited Investor.
12. Subscriber represents that (a) it meets the suitability requirements set forth in the Memorandum, (b) the purchase of Interests represents risk capital, (c) Subscriber is able to afford an interest in a speculative venture having the risks and objectives of the Interests and can sustain a loss of this entire investment, (d) Subscriber is not precluded by law, contract or otherwise from purchasing the Interests, (e) the Interests are being purchased by the Subscriber as principal for investment and not for resale, distribution or fractionalization in whole or in part, and (f) Subscriber, either alone or with its financial adviser(s) is experienced in investments of this kind, is capable of evaluating the merits and risks of this investment and has not relied upon a Purchaser Representative in determining whether to invest in the Fund.
13. If Subscriber is purchasing Interests in a fiduciary capacity, all statements made herein relate to the person or entity for whom Subscriber is acting.
14. The information provided in this Subscription Agreement is true and correct.
15. Subscriber understands that the Fund may require other documentation in addition to this Subscription Agreement prior to deciding whether to accept this subscription and Subscriber agrees to provide such documentation if reasonably requested.
16. Taxpayer Certification.
 - a. U.S. Citizens and Residents. Subscriber, if a U.S. citizen or resident, certifies under penalties of perjury that: (i) the number shown in this Subscription Agreement is Subscriber's correct Social Security or taxpayer identification number (or Subscriber is waiting for a number to be issued), and (ii) Subscriber is not subject to backup withholding because Subscriber is exempt from backup withholding; or Subscriber has not been notified by the Internal Revenue Service ("**IRS**") that Subscriber is subject to backup withholding as a result of a failure to report all interest or dividends; or the IRS has notified Subscriber that Subscriber is no longer subject to backup withholding.
 - b. Non-U.S. Citizens and Residents. If Subscriber has indicated in this Subscription Agreement that Subscriber is not a U.S. citizen or resident, Subscriber certifies under penalties of perjury that such representation is true and correct.
 - c. Withholding Obligations. Subscribers who are (i) not U.S. citizens or residents and have so indicated in this Subscription Agreement and (ii) Subscribers who are U.S. citizens or residents and who fail to provide their correct Social Security or taxpayer identification numbers could be subject to United States withholding tax on a portion of their distributive shares of the Fund's income.
17. Acceptance of Limited Partnership Agreement. Subscriber agrees that Subscriber (a) shall become a Limited Partner as of the date of entry of Subscriber's name as a Limited Partner on the books and records of the Fund and (b) shall be bound by each and every term of the Limited Partnership Agreement.
18. Power of Attorney. In connection with the Interests of Subscriber to be acquired pursuant to this Agreement, Subscriber hereby irrevocably constitutes and appoints the General Partner the true and lawful attorney-in-fact of Subscriber in Subscriber's name, place and stead to make, execute, acknowledge, deliver and file any of the following documents (whether under seal or otherwise): (a) the Limited Partnership Agreement and all documents permitted to be executed thereunder, and (b) to the extent consistent with the provisions of the Limited Partnership Agreement (i) all amendments and/or restatements of the Limited Partnership Agreement adopted in accordance with the provisions thereof, (ii) all documents that may be required to effect the dissolution and termination of the Fund pursuant to the Limited Partnership Agreement and the cancellation of the Certificate of Limited Partnership, and (iii) otherwise to take any such further action as may be necessary in connection with any aspect of the operations of the Fund by giving the General Partner full power and authority to do and perform each and every act and thing whatever requisite and necessary to be done in and about the foregoing as fully as the undersigned might or could do if personally present, and by hereby ratifying and confirming all that the General Partner shall lawfully do or cause to be done by virtue thereof. This foregoing power of attorney is coupled with an interest, is irrevocable and shall survive and be unaffected by any subsequent disability, or incapacity of Subscriber (or if Subscriber is a corporation, company, trust, association, limited liability company or other legal entity, by the dissolution or termination thereof).
19. Indemnification. Subscriber agrees that it will indemnify and hold harmless the Fund and the General Partner and each of their affiliates and their shareholders, officers, directors, managers, members, employees and agents (collectively, "**Indemnified Parties**") from and against any and all direct and consequential loss, damage, liability, cost or expense

(including reasonable attorneys' and accountants' fees, whether incurred in an action between the parties hereto or otherwise) that the Fund or any Indemnified Party may incur by reason of or in connection with any misrepresentation made by Subscriber or any of Subscriber's agents, any breach of any representation or warranty of Subscriber or the failure by Subscriber to fulfill any covenants or agreements under this Subscription Agreement.

20. Anti-Money Laundering*

a. General. Subscriber acknowledges that due to anti-money laundering requirements operating in the United States, as well as the Fund's and/or the General Partner's own internal anti-money laundering policies, the Fund and/or the General Partner may require further identification of the Subscriber and the source of subscription funds before this Subscription Agreement can be processed, subscription monies accepted, or a withdrawal request can be processed. The Fund and/or the General Partner and each of their respective principals, shareholders, members, directors, officers, managers, employees, agents and affiliates shall be held harmless and indemnified against any loss arising as a result of a failure to process this Subscription Agreement or a withdrawal request if any information that has been required by an indemnified party has not been satisfactorily provided by the Subscriber. Subscriber further acknowledges that all subscription payments transferred to the Fund must originate directly from a bank or brokerage account in the name of Subscriber. Subscriber represents and warrants that it is not involved in any money laundering scheme and that acceptance by the Fund of this Subscription Agreement to subscribe for Interests in the Fund, together with acceptance of the appropriate remittance, will not breach any applicable rules and regulations designed to avoid money laundering. Specifically, the Subscriber represents and warrants that all evidence of identity provided is genuine and all related information furnished and to be furnished is accurate.

b. Beneficial Ownership.

(1) Subscriber represents and warrants that it is subscribing for Interests for Subscriber's own account and own risk, and, unless Subscriber advises the Fund and the General Partner to the contrary in writing, Subscriber represents that it is not acting as a nominee for any other person or entity, and no other person or entity will have a beneficial or economic interest in Subscriber's Interests. Subscriber also represents that it does not have the intention or obligation to sell, distribute or transfer the Interests, directly or indirectly, to any other person or entity or to any nominee account.

(2) If the Subscriber is (i) acting as trustee, agent, representative or disclosed nominee for another person or entity, or (ii) an entity investing on behalf of underlying investors (including a fund-of-funds), other than a publicly traded company listed on an organized exchange (or a subsidiary or a pension fund of such a company) based in a Financial Action Task Force ("**FATF**") Compliant Jurisdiction (the persons, entities and underlying investors referred to in (i) and (ii) being referred to collectively as the "**Beneficial Owners**"), Subscriber represents and warrants that:

- (A) Subscriber understands and acknowledges the representations, warranties and agreements made herein are made by Subscriber (i) with respect to Subscriber, and (ii) with respect to the Beneficial Owners;
- (B) Subscriber has all requisite power and authority from the Beneficial Owners to execute and perform the obligations under this Subscription Agreement;
- (C) Subscriber has adopted and implemented anti-money laundering policies, procedures and controls that comply with, and will continue to comply in all respects with, the requirements of applicable anti-money laundering laws and regulations; and
- (D) Subscriber has verified the identity of or has access to the identity of all Beneficial Owners and their source of funds, holds evidence of or has access to such information, and (i) will make such information available to the Fund and/or the General Partner upon request, and (ii) will provide a written certificate of a senior officer of Subscriber with respect to the Subscriber's compliance with the anti-money laundering policies, procedures and controls in the form of Appendix II attached hereto, and, in either case, has procedures in place to ensure that no Beneficial Owner is a Prohibited Investor.

(3) Subscriber further represents and warrants that, to the best of its knowledge and belief, neither the Beneficial Owners nor any person controlling, controlled by, or under common control with the Beneficial Owners, nor any

* See Appendix I for definitions of terms used in this Declaration 20.

person having a beneficial or economic interest in the Beneficial Owners, is a Prohibited Investor or, unless disclosed to the Fund in writing, a Senior Foreign Political Figure or a member of the Immediate Family or a Close Associate of a Senior Foreign Political Figure, and Subscriber is not investing and will not invest in the Fund on behalf or for the benefit of any Prohibited Investor.

- c. Subscriber and each Control Person** of the Subscriber each represents and warrants that, to the best of its knowledge and belief, (i) neither it nor a related entity has been convicted or accused of money laundering or any other illegal activity by a governmental authority, regulator, international organization, financial industry investigative body or any other entity, (ii) it has not been subject to any governmental authority or administrative body inquiries related to money laundering or any illegal activity with regard to his or her personal accounts, accounts under his or her control or accounts of entities he or she is affiliated with or related to in any way, and (iii) its assets have not been frozen or subject to seizure due to an allegation of money laundering or other illegal activity.
 - d. Subscriber agrees promptly to notify the Fund of any change in information affecting the representations and warranties in this Declaration 20.
21. Source of Funds. Subscriber represents and warrants that the funds being used to make this investment are not derived from any unlawful or criminal activities.
22. Miscellaneous.
- a. This Subscription Agreement and the Limited Partnership Agreement represent the entire agreement of the parties with respect to the subject matter hereof and may not be changed or terminated, except in a writing signed by Subscriber and the General Partner, or in the case of the Limited Partnership Agreement, in accordance with procedures for amendments as set forth therein.
 - b. No waiver by any party of any breach of any term of this Subscription Agreement shall be construed as a waiver of any subsequent breach of that term or any other term of the same or of a different nature.
 - c. This Subscription Agreement and the rights, powers and duties set forth herein shall bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.
 - d. This Subscription Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.
 - e. This Subscription Agreement shall be deemed to have been made under, and shall be governed by, and construed in accordance with, the internal laws of the State of Illinois (excluding the law thereof that requires the application of or reference to the law of any other jurisdiction).
 - f. Each person signing this Subscription Agreement has the legal capacity to do so. If more than one person is signing this Subscription Agreement as Subscriber, each undertaking herein shall be a joint and several undertaking of all such persons, and the foregoing grant of power of attorney to the General Partner shall be a joint and several grant by all such persons. Actions of any one joint Subscriber pursuant to this Subscription Agreement shall bind all Subscribers. A subscription in joint names creates a joint tenancy with right of survivorship.

** “**Control Person**” means any person authorized to make investment decisions on behalf of the investor, including, but not limited to, each authorized signatory, principal, partner and director.

SUITABILITY CERTIFICATION FOR ALL SUBSCRIBERS

Subscriber hereby represents that it is an Accredited Investor as defined in Securities and Exchange Commission Rule 501 under the Securities Act of 1933. Any natural person(s) representing that he or she is an Accredited Investors must either provide necessary documentation to support that he or she is an Accredited Investor or provide an *Additional Accredited Investor Certification* (see III. below) completed by a Certifying Professional.

I. Accredited Investor Certification (Please initial each category that is applicable to you)

- _____A. An individual whose net worth, or joint net worth with spouse, exceeds \$1,000,000 as of the date of this Subscription Agreement. Net worth means the excess of total assets at fair market value, excluding one's primary residence, over total liabilities. In making this determination, the related amount of indebtedness secured by the primary residence up to its fair market value may be excluded in calculating net worth. However, indebtedness secured by the residence in excess of the value of the home is considered a liability and should be deducted from net worth (**Please read "*" below**).
- _____B. 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 (**Please read "*" below**.)
- _____C. A partnership, corporation, limited liability company or business trust that either (i) is 100% owned by individuals who are accredited investors under (a) or (b) above, or (ii) was not formed for the specific purpose of investing in the Fund and whose total assets exceed \$5,000,000.
- _____D. An employee benefit plan: (i) 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; (ii) whose total assets exceed \$5,000,000 as of the date of this Subscription Agreement; or (iii) if a self-directed plan, whose investment decisions are made solely by persons who are accredited investors.
- _____E. A U.S. bank, U.S. savings and loan association or other similar U.S. institution acting in its individual or fiduciary capacity.
- _____F. A broker-dealer registered pursuant to §15 of the Securities Exchange Act of 1934.
- _____G. 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.
- _____H. 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.
- _____I. 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.
- _____J. An insurance company as defined in §2(13) of the Securities Act of 1933, or a registered investment company.

***A Natural Person who relies upon (A) or (B) above must either complete the Additional Accredited Investor Certification and provide the documents described below in (II) to the Fund or provide an Additional Accredited Investor Certification completed by a qualified third party described in (III) below.**

IF YOU ARE A NATURAL PERSON RELYING UPON (A) OR (B) ABOVE TO SATISFY THE ACCREDITED INVESTOR REQUIREMENTS, PLEASE COMPLETE II BELOW OR HAVE A QUALIFIED THIRD PARTY COMPLETE III BELOW ON YOUR BEHALF. ALL OTHER ACCREDITED INVESTORS MAY SKIP (II) AND (III) BELOW.

II. Evidence of Accredited Investor Status

_____ (A - Accredited Investor Based on Net Worth) I am providing the following documents, dated within the past three months, to the Administrator so that the Fund and the General Partner may reasonably rely upon my representation that I am an Accredited Investor (*check all that apply*):

- _____ bank statement
- _____ brokerage statement/other statement of securities holdings
- _____ certificate of deposit
- _____ tax assessment
- _____ appraisal report issued by independent third parties
- _____ credit report from a nationwide consumer reporting agency
- _____ other (Please explain): _____

_____ (B - Accredited Investor Based on Income) I am providing the following documents, dated within the past three months, to the Administrator so that Fund and the General Partner may reasonably rely upon my representation that I am an Accredited Investor (*check all that apply*):

- _____ W-2/1099/Schedule K-1 to Form 1065/Form 1040
- _____ paystub
- _____ other (Please explain): _____

I certify that I have provided all documents and information necessary for the Fund and the General Partner to form a reasonable belief that I am an Accredited Investor. If I have made a representation and warranty based on (A) above then I further represent and warrant that I have disclosed all liabilities necessary for the Fund and General Partner to make a determination of my net worth. If I have made a representation and warranty based on (B) above then I further represent and warrant that I have a reasonable expectation of earning income sufficient to qualify as an Accredited Investor during the current calendar year.

Signature of Subscriber _____ Date _____

Print Name of Subscriber _____

Signature of Co-Subscriber _____ Date _____

Print Name of Co-Subscriber _____

III. Additional Accredited Investor Certification (For Natural Persons Only) by Certifying Professional

This Additional Accredited Investor Certification (“**Additional Certification**”) is being delivered to Apex Fund Services (US) Inc. the (“**Administrator**”) acting on behalf of Straits Financial Fund Management, LLC, as general partner (the “**General Partner**”) of Straits Financial Premier (U.S. Feeder) Fund I, L.P. (the “**Issuer**”), by _____ (the “**Certifying Professional**”), in connection with the potential investment by _____ (the “**Investor**”) in limited partnership interests (the “**Securities**”) of the Issuer. The Issuer will rely upon the accuracy and completeness of the information provided in this Additional Certification in establishing that the Investor is an “**Accredited Investor**” (as that term is defined in Rule 501(a) of Regulation D promulgated under Section 4(a)(2) of the Securities Act of 1933, as amended (the “**Securities Act**”). The Certifying Professional understands and agrees that the Issuer may present this Additional Certification to such parties as the Issuer deems appropriate if called upon to establish that the Securities have been offered and sold in accordance with Rule 506(c) under the Securities Act or any other applicable federal or state securities laws.

CERTIFICATION

The Certifying Professional hereby certifies that:

1. The Certifying Professional is:

- _____ An attorney, licensed to practice, and in good standing, in the state of _____.
- _____ A certified public accountant, licensed to practice, and in good standing, in the state of _____.
- _____ A registered broker–dealer.
- _____ An SEC registered investment adviser.

2. The Investor is an Accredited Investor because (*check all that apply*):

_____ (a) The Investor is a natural person whose individual net worth, or joint net worth with his/her spouse, exceeds \$1,000,000,¹ and the Certifying Professional has personally reviewed the following documents, dated within the past three months, in order to make the determination above (*check all that apply*):

- _____ bank statement
- _____ brokerage statement/other statement of securities holdings
- _____ certificate of deposit
- _____ tax assessment
- _____ appraisal report issued by independent third parties
- _____ credit report from a nationwide consumer reporting agency
- _____ other (Please explain): _____
- _____ written representation from the Investor that all liabilities necessary to make a determination of net worth have been disclosed

_____ (b) The Investor is a natural person who had individual income exceeding \$200,000 —or joint income with his/her spouse exceeding \$300,000—in each of the last two calendar years and who has a reasonable expectation of reaching the same income level in the current calendar year,² and the Certifying Professional has personally reviewed the following documents, dated within the past three months, in order to make the determination above (*check all that apply*):

¹ For purposes of Item 2(a), “**net worth**” means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person’s primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home’s estimated fair market value as long as the mortgage was incurred more than 60 days before the Securities are purchased, but includes (i) any mortgage amount in excess of the home’s fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the closing date for the sale of Securities for the purpose of investing in the Securities.

² For purposes of Item 2(b), “**income**” means annual adjusted gross income, as reported for federal income tax purposes, plus (i) the amount of any tax-exempt interest income received; (ii) the amount of losses claimed as a limited partner in a limited

_____ W-2/1099/Schedule K-1 to Form 1065/Form 1040

_____ paystub

_____ other (Please explain): _____

_____ written representation from the Investor that the Investor has a reasonable expectation of earning income sufficient to qualify as an Accredited Investor during the current calendar year.

CERTIFYING PROFESSIONAL:

Sign Here: _____

Individual Name: _____

Title: _____

Company: _____

Address: _____

Telephone Number: _____

Email Address: _____

Date: _____

License/Registration Number

Licensing/Registering Agency

partnership; (iii) any deduction claimed for depletion; (iv) amounts contributed to an IRA or Keogh retirement plan; (v) alimony paid; and (vi) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code of 1986, as amended.

IV. Regulation D Rule 506(d) Certification

Has the Subscriber been subject to any disqualifying event as defined below or been subject to any proceeding or event that could result in any such disqualifying event (“**Disqualifying Event**”) for purposes of Rule 506(d) of Regulation D under the Securities Act?

____ Yes ____ No

If “Yes”, please provide additional details below: _____

The disclosure of a “Disqualifying Event” will not automatically disqualify a Subscriber from investing in the Fund. However, the General Partner or the Administrator may contact the Subscriber for additional information if necessary.

DEFINITION OF “DISQUALIFYING EVENTS”

On July 10, 2013, the Securities and Exchange Commission (the “**SEC**”) adopted disqualification provisions for Rule 506 of Regulation D under the Securities Act, to implement Section 926 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. The disqualification and related disclosure provisions appear as paragraphs (d) of Rule 506 of Regulation D. The term “**Disqualifying Events**” includes the following:

1. **Criminal convictions:** Disqualification is triggered by criminal convictions in connection with:
 - i. the purchase or sale of a security;
 - ii. making a false filing with the SEC;
 - iii. the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities.

The criminal conviction must have occurred within ten years of the proposed sale of securities, or five years in the case of the issuer and its predecessors and affiliated issuers.

2. **Court injunctions and restraining orders:** Disqualification is triggered by court injunctions and restraining orders in connection with:
 - i. the purchase or sale of a security;
 - ii. making a false filing with the SEC;
 - iii. the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities.

Disqualification only applies for injunctions and restraining orders that are in effect at the time of the proposed sale of securities and were entered within the preceding five years. Injunctions and court orders that have expired or are otherwise no longer in effect are not disqualifying, even if they were issued within the five-year look-back period. For example, an injunction that was issued four years before the proposed offering but lifted before the offering occurred would not be disqualifying.

3. **Final orders of certain state and federal regulators:** Disqualification is triggered by final orders of state regulators of securities, insurance, banking, savings associations or credit unions; federal banking agencies; the Commodity Futures Trading Commission and the National Credit Union Administration that:
 - i. bar the covered person from associating with a regulated entity, engaging in the business of securities, insurance or banking, or engaging in savings association or credit union activities; or
 - ii. are based on fraudulent, manipulative, or deceptive conduct and were issued within 10 years of the proposed sale of securities.

Final orders. A “final order” is a written directive or declaratory statement issued by one of the federal or state regulatory agencies listed above, under applicable statutory authority that provides for notice and an opportunity for hearing, which constitutes a final disposition or action by that federal or state agency.

A final order may be subject to appeal. An order does not have to be non-appealable to be a “final order” under the SEC rules.

Notice and an opportunity for hearing. There are no procedural requirements beyond the basic requirement that notice and opportunity for hearing be provided for in the statutes, rules and regulations under which an order is issued. No hearing need have occurred. For example, a settlement is considered to have been made after an opportunity for hearing.

Bars. Bars are orders issued by one of the specified regulatory authorities that have the effect of barring a person from association with an entity that is regulated by that authority; from engaging in the business of securities, insurance or banking; or from engaging in savings association or credit union activities. Any final order that has one of those effects is a bar, regardless of whether it uses the term “bar.” A bar is disqualifying only for as long as it has continuing effect. Thus, for example, a person who was barred indefinitely, with the right to apply to reassociate after three years, would be disqualified until such time as he or she is permitted to reassociate, assuming that the bar had no continuing effect after reassociation.

Fraudulent, manipulative, or deceptive conduct. The final rules do not provide a specific definition of “fraudulent, manipulative or deceptive conduct,” and in particular do not limit it to matters involving knowing misconduct or scienter.

4. SEC disciplinary orders: Disqualification is triggered by Commission disciplinary orders relating to brokers, dealers, municipal securities dealers, investment companies, and investment advisers and their associated persons under Section 15(b) or 15B(c) of the Securities Exchange Act, or Section 203(e) or (f) of the Investment Advisers Act that:

- i. suspend or revoke the person’s registration as a broker, dealer, municipal securities dealer or investment adviser;
- ii. place limitations on the person’s activities, functions or operations; or
- iii. bar the person from being associated with any entity or from participating in the offering of any penny stock.

Disqualification continues only for as long as some act is prohibited or required to be performed pursuant to the order. As a result, censures and orders to pay civil money penalties, assuming the penalties are paid in accordance with the order, are not disqualifying, and a disqualification based on a suspension or limitation of activities expires when the suspension or limitation expires.

5. SEC cease-and-desist orders: Commission orders to cease and desist from violations and future violations of:

- i. the scienter-based anti-fraud provisions of the federal securities laws, including, for example:
 - (a) Section 17(a)(1) of the Securities Act;
 - (b) Section 10(b) of the Securities Exchange Act and Rule 10b-5;
 - (c) Section 15(c)(1) of the Securities Exchange Act; or
 - (d) Section 206(1) of the Investment Advisers Act;
- ii Section 5 of the Securities Act.

Disqualification applies to cease-and-desist orders that were issued within five years before the proposed sale of securities and remain in effect.

6. SEC stop orders: An offering is disqualified if any covered person (as a registrant or issuer) has filed a registration statement or Regulation A offering statement that was the subject of an SEC refusal order, stop order or order suspending the Regulation A exemption within the last five years, or is the subject of a pending proceeding to determine whether such an order should be issued.

Similarly, an offering is disqualified if any covered person (as an underwriter of the securities proposed to be issued) was, or was named as, an underwriter of securities under a registration statement or Regulation A offering statement that was the subject of an SEC refusal order, stop order or order suspending the Regulation A exemption within the last five years, or is the subject of a pending proceeding to determine whether such an order should be issued.

7. Suspension or expulsion from membership in an SRO or from association with an SRO member: Under the rule, an offering is disqualified if any covered person is suspended or expelled from membership in, or suspended or barred

from association with a member of, a securities self-regulatory organization or “SRO” (*i.e.*, a registered national securities exchange or national securities association, such as FINRA) for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade.

8. U.S. Postal Service false representation orders: An offering is disqualified if the issuer or another covered person is subject to a U.S. Postal Service false representation order entered within the preceding five years, or to a temporary restraining order or preliminary injunction with respect to conduct alleged to have violated the false representation statute that applies to U.S. mail.

REGISTRATION INFORMATION FOR ALL SUBSCRIBERS AND CONSENT FOR ELECTRONIC DELIVERY OF DOCUMENTS

Subscriber Name(s) _____ Subscription Amount \$ _____
Social Security No./EIN (Entity) _____ Plan Number (If Applicable) _____
Copy # Confidential Private Placement Memorandum _____
U.S. Citizen or Resident? YES NO Existing Limited Partner? YES NO
Street Address _____
City _____ State _____ Zip _____ Country _____
Telephone _____ Facsimile _____ E-Mail _____ Yes No (See below*)

The full address to which any communications, distribution checks, withdrawal checks, should be sent (if different from registered address furnished in response to the preceding requirement) is:

Name(s) _____
Street Address _____
City _____ State _____ Zip _____ Country _____
Telephone _____ Facsimile _____ E-Mail _____ Yes No (See below*)

If Subscriber is a foreign resident, Subscriber's U.S. Agent for Service of Process is (must be a resident of the U.S.):

Name(s) _____
Street Address _____
City _____ State _____ Zip _____ Country _____
Telephone _____ Facsimile _____ E-Mail _____ Yes No (See below*)

* The Fund may make reports or other communications available in electronic form, such as email or by posting on a website (with notification of the posting by email). If Subscriber has checked the "Yes" box alongside its email address on the line above, the Subscriber agrees to receive deliveries of reports and other communications from the Fund (including annual and other updates of consumer privacy policies and procedures) exclusively in electronic form without separate mailing of paper copies.

Additional Copies (Optional)

Subscriber authorizes the Fund, the General Partner and the Administrator to provide copies of any reports or other communications to:

Name(s) _____
Street Address _____
City _____ State _____ Zip _____ Country _____
Telephone _____ Facsimile _____ E-Mail _____

Standing Instructions on Redemption Payments

Subscriber elects to have future redemption proceeds paid to the following bank account:

Name of Bank: _____ Bank Address: _____
Account Name: _____ Account No.: _____

Subscriber understands and agrees that redemption proceeds will be paid only to the above bank account unless the Administrator is otherwise notified in writing. **Payments will only be made to an account in the name of Subscriber and no payments will be made to third parties.**

**CONSENT STATEMENT FOR ELECTRONIC DELIVERY OF
FEDERAL SCHEDULE K-1 AND STATES' SCHEDULE K-1S EQUIVALENT**

The Internal Revenue Service issued Revenue Procedure 2012-17 in February of 2012 outlining the requirements for furnishing to partners in electronic format Federal Schedule K-1 (Form 1065) Partner's Share of Income, Deductions, Credits, etc. This statement contains the required disclosures needed for the Fund to furnish your Schedule K-1 to you via electronic means.

1. If you do not consent to receiving your Schedule K-1 electronically, a paper copy will continue to be mailed to you.
2. If you do consent to receiving your Schedule K-1 electronically, the Fund will furnish each of your Schedule K-1s electronically going forward until you withdraw your consent. You will no longer receive a paper copy in the mail.
3. You may still request a paper copy of your Schedule K-1s even after providing consent for electronic delivery by writing to the Administrator on behalf of the Fund (electronically or on paper) at the address listed in #10 below. The Fund will not treat any such request as a withdrawal of consent.
4. You may withdraw consent by writing (electronically or on paper) to us at the address listed in #10 below.
5. Withdrawal of consent will take effect on the date it is received by the Administrator on behalf of the Fund, who will confirm in writing (electronically or on paper) the date on which the withdrawal is effective. A withdrawal of consent does not apply to a statement that was furnished electronically with consent, prior to the effective date of the withdrawal.
6. The Fund will cease to furnish electronic statements should you (1) withdraw your consent or (2) withdraw from the Fund.
7. Should your contact information change, please inform the Administrator at the address listed in #10 below.
8. If you consent, your Schedule K-1 will be provided to you via a website of the Administrator on behalf of the Fund. In order to access your Schedule K-1, you will need Internet Explorer, or some other software for accessing the Internet, and Adobe Acrobat Reader to view the PDF file format. You will also need your username and password supplied by the Administrator on behalf of the Fund. Your Schedule K-1 will be available on the website until February of the following calendar year. You may be required to print Schedule K-1 and attach it to your federal, state or local tax return.
9. Once the Schedule K-1 is available on the website, you will receive notice via electronic mail under the subject heading "IMPORTANT TAX RETURN DOCUMENT AVAILABLE".
10. Please contact the Administrator on behalf of the Fund (electronically or on paper) at the address below with your consent, consent withdrawal, address changes or questions:

Apex Fund Services (Charlotte) LLC
15720 Brixham Hill Avenue
Suite 206
Charlotte, NC 28277
Telephone: (704) 752-8996
Facsimile: (704) 752-8997
Email: CharlotteIR@apexfunds.us

We are unaware of any state taxing authorities that have issued similar guidance regarding the electronic delivery of state Schedule K-1 equivalent forms. Nonetheless, by signing below, you are also consenting to receiving the Federal Schedule K-1 and all applicable state Schedule K-1 equivalent forms.

I DO consent by my signature below and by supplying my email address to receive my Federal Schedule K-1 and states' Schedule K-1s equivalent from the Fund in electronic format.

Name: _____

Authorized Signature: _____ Email Address: _____

Date: _____

I DO NOT consent by my signature below to receive my Federal Schedule K-1 and states' Schedule K-1s equivalent from the Fund in electronic format and would like to receive only a hard copy.

Name: _____

Authorized Signature: _____

Date: _____

QUESTIONNAIRE FOR INDIVIDUAL SUBSCRIBERS

1. Name of Subscriber _____
2. Date of Birth _____
3. Occupation _____
4. Check below the types of investments made by you during the past 5 years for your own account, or for the account of your spouse, for any relative who has the same principal residence, or any trust, estate, corporation or organization in which you, your spouse or such relative own a majority of the beneficial or equity interests.

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> U.S. government and federal agency securities
<input type="checkbox"/> State and local government securities
<input type="checkbox"/> Corporate stocks or options on corporate stocks

<input type="checkbox"/> Corporate bonds, debentures and notes
<input type="checkbox"/> Interests in mutual funds (including money market funds), unit investment trusts and closed-end investment companies
<input type="checkbox"/> Other investments _____ | <input type="checkbox"/> Interests in REITs or other real estate investment entities
<input type="checkbox"/> Interests in limited partnerships or LLCs
<input type="checkbox"/> Commodities, commodity futures contracts and/or commodity options
<input type="checkbox"/> Annuities
<input type="checkbox"/> Interests in real estate (land, buildings, cooperative apartments, condominium units) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- | | <u>YES</u> | <u>NO</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 5. Do you make your own investment decisions?
If No , who does? _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Do you have prior experience in investing in private placements of restricted securities involving the payment of performance based compensation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Is the aggregate investment in the Interests over 10% of your net worth (exclusive of home, home furnishings and automobiles)? If Yes , state the approximate percentage: _____% | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Are you subject to any civil, criminal, or other constraint or are you aware of any impediment or other reasons that may preclude or limit your participation in any Fund investment?
If Yes , please explain: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

QUESTIONNAIRE FOR CORPORATIONS, PARTNERSHIPS, LLCs, TRUSTS, ETC.

(EXCLUDING EMPLOYEE BENEFIT PLANS)

1. Name of Subscriber: _____
Name of Trustee: _____
2. Subscriber is (check appropriate type and provide requested information):
- a. Corporation Partnership or Limited Liability Company (“LLC”)
 Trust (Other than an employee benefit trust) Other: _____
- b. State in which formed _____ Date formed _____
3. Is Subscriber a commodity pool? YES NO
If YES, name of CPO _____
- | | <u>YES</u> | <u>NO</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 4. Is Subscriber’s principal place of business located in the state of its formation?
If NO, please identify the state in which Subscriber’s principal place of business is located: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do “employee benefit plan investors” (see “BENEFIT PLAN INVESTORS” in the Memorandum for definition) constitute 25% or more of Subscriber’s net assets? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is Subscriber subject to any regulatory or other constraints not otherwise described herein, or is the individual executing this Questionnaire on behalf of Subscriber aware of any other impediment that may preclude or limit Subscriber's participation in any potential Fund investment?
a. If YES, give details: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Does Subscriber have prior experience in investing in private placements of restricted securities involving the performance based compensation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Does this investment constitute over 40% of Subscriber’s assets or committed capital? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Provide any additional information not specifically given in the answers to prior questions that would be helpful to the Fund in evaluating whether Subscriber has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Interest. | | |

Registration Requirements for Entity Subscribers

1. Does Subscriber currently have or solicit U.S. Persons that are beneficial owners or investors?
2. Is Subscriber organized outside of the Unites States?
3. Please check one of the following:
- A. The Subscriber is a member of the National Futures Association (“NFA”) and is registered with the Commodity Futures Trading Commission (“CFTC”) as _____ (please complete). Its NFA ID # is _____.
- B. The Subscriber is not a member of NFA and is not required to be registered with the CFTC as a Swap Dealer, Major Swap Participant, Futures Commission Merchant, Introducing Broker, Commodity Pool Operator, Commodity Trading Advisor, Retail Foreign Exchange Dealer or Leverage Transaction Merchant, as these terms are defined under the Commodity Exchange Act and the rules of the CFTC.

- C. The Subscriber is exempt from registration with the CFTC or from being an NFA Member because (state exemption relied upon): _____, and Subscriber has filed a Notice of Exemption with NFA if required by NFA

QUESTIONNAIRE FOR EMPLOYEE BENEFIT PLANS
(IRAs OF ALL TYPES, KEOGH PLANS AND ERISA COVERED PLANS)

1. Name of Subscriber _____
- | | <u>YES</u> | <u>NO</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 2. Does the Subscriber have assets equal to or in excess of \$5,000,000? | <input type="checkbox"/> | <input type="checkbox"/> |
| a. If NO , fill in amount: \$_____. | | |
| 3. Does this investment exceed 10% of the Subscriber's assets? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is Subscriber: | | |
| a. an "employee benefit plan" within the meaning of Title I of ERISA (an " ERISA Plan ") with a fiduciary as defined in Section 3(21) of ERISA which is a bank, insurance company or registered investment adviser (other than an affiliate of the General Partner), which fiduciary will decide whether to purchase Interests? | <input type="checkbox"/> | <input type="checkbox"/> |
| ▪ If YES , give details | | |
| _____ | | |
| _____ | | |
| b. an employee benefit plan other than an ERISA Plan? | <input type="checkbox"/> | <input type="checkbox"/> |
| ▪ If YES , give details concerning nature of the plan (e.g., IRA or Keogh Plans covering only self-employed individuals or a sole proprietor), whether the individual participant is an "Accredited Investor" and the identity of the person or persons making investment decisions on behalf of such plan: | | |
| _____ | | |
| _____ | | |
| c. an employee benefit plan that permits participants to direct the investment of contributions made to the plan on their behalf? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Does the Subscriber, or the individual participant of a self-directed plan or IRA, have prior experience in investing in private placements of restricted securities involving the payment of performance-based compensation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. The Investment Director of the Subscriber (i.e., the Trustee(s), Custodian or Plan Investment Committee, or in the case of IRAs and other self-directed plans, the individual participant), hereby represents and warrants on behalf of the Subscriber, that the answers to the following are true: | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Does the General Partner or any of the its employees or affiliates have an agreement or understanding, written or unwritten, with the Investment Director under which the latter receives individualized investment advice concerning the Subscriber's assets? | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Does the General Partner or any of its employees or affiliates regularly give investment advice with respect to the assets of the Subscriber? | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Does the General Partner or any of its employees or affiliates have an agreement or understanding, written or unwritten, with the Investment Director under which the latter, | | |

receives information, recommendations and advice concerning investments that are used as a primary basis for the Subscriber's investment decisions?

d. Does the General Partner or any of its employees or affiliates manage any part of the Subscriber's investment portfolio on a discretionary basis?

IF THE ANSWER TO ANY PART OF QUESTION 6 IS "YES," THE SUBSCRIPTION WILL NOT BE ACCEPTED UNLESS ALL THE REPRESENTATIONS AND WARRANTIES IN QUESTION 8 ARE TRUE AND CORRECT.

7. Provide any additional information that would be helpful in evaluating whether Subscriber has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Interests.

8. The Investment Director of the Subscriber hereby represents and warrants the following on behalf of the Subscriber:

a. Though a representative of the General Partner may have provided the Subscriber's Investment Director with a copy of the Memorandum, the Investment Director, who is independent of the General Partner and its affiliates, has studied the Memorandum and has made an independent decision to purchase Interest(s) solely on the basis of such Memorandum and without reliance on any other information or statements as to the appropriateness of this investment for the Subscriber.

b. All the obligations and requirements of ERISA, including prudence and diversification, with respect to the investment of "plan assets" have been considered.

c. Subscriber understands that neither the General Partner, nor any of its affiliates: (i) has exercised any investment discretion or control with respect to Subscriber's purchase of any Interests; (ii) have authority, responsibility to give, or have given individualized investment advice with respect to Subscriber's purchase of any Interest; or (iii) are employers maintaining or contributing to such Plan.

d. This investment conforms in all respects to the governing documents of the Subscriber.

e. The person executing this Subscription Agreement on behalf of the Subscriber is a "fiduciary" of such Plan and trust and/or custodial account (within the meaning of Section 3(21)(A) of ERISA and/or Section 4975(e)(3) of the Code) and is authorized to execute this Subscription Agreement; the execution and delivery of this Subscription Agreement with respect to the Subscriber and trust and/or custodial account have been duly authorized in accordance with the provisions of the Subscriber's governing documents; this investment conforms in all respects to laws applicable to the Subscriber and conforms to, and is permitted by, the Subscriber's governing documents; and, in making this investment, the Subscriber is aware of, and has taken into consideration, among other things, risk return factors and the anticipated effect of this investment on the diversification, liquidity and cash flow needs of the Subscriber and the projected effect of the investment in meeting the Subscriber's funding objectives and has concluded that this investment is a prudent one.

f. Subscriber has carefully read the section of the Memorandum entitled "ERISA CONSIDERATIONS" and the section entitled "TAXATION" and fully understands the tax considerations and risks discussed therein.

9. **EMPLOYEE BENEFIT PLAN SUBSCRIBERS MUST ALSO COMPLETE APPENDIX V.**

ANTI-MONEY LAUNDERING PROVISIONS (applicable to all Subscribers)

INDIVIDUAL SUBSCRIBERS: In accordance with U.S. Anti-Money Laundering and other possible requirements, the General Partner may be required to obtain documentation supporting the identity and beneficial owner of each of its client investments. Therefore, each subscriber must submit with this Subscription Agreement legible photocopies of the information and/or documents required for individual subscribers in Appendix III. Subscribers who are unable to meet this requirement should contact the General Partner.

NON-NATURAL PERSON SUBSCRIBERS: In accordance with U.S. Anti-Money Laundering and other possible requirements, the General Partner may be required to obtain documentation supporting the identity of each of its clients and demonstrating that each client observes procedures to prevent and detect money-laundering by its beneficial owner(s). Therefore, each non-natural person subscriber must submit with this Subscription Agreement legible photocopies of the information and/or documents required for entity subscribers in Appendix III (Subscribers who are unable to meet these requirements should contact the General Partner).

ANTI-MONEY LAUNDERING QUESTIONNAIRE FOR INDIVIDUAL SUBSCRIBERS**PLEASE COMPLETE ALL APPROPRIATE ITEMS**

Name of Subscriber(s): _____

Type of Subscriber (Check one):

 Individual Tenants In Common Joint Tenants (with rights of Survivorship) Other: _____

Citizenship: _____ Date of Birth: _____

Occupation: _____ Title: _____

Description of Duties: _____

Employer: _____

Nature of Employer's Business: _____

Employer Address: _____

Employer Telephone: _____ Length of Employment: _____

For Joint Tenants Only:

Citizenship: _____ Date of Birth: _____

Occupation: _____ Title: _____

Description of Duties: _____

Employer: _____

Nature of Employer's Business: _____

Employer Address: _____

Employer Telephone: _____ Length of Employment: _____

For Anti-Money Laundering purposes, please describe with particularity the source of the funds being used for this investment:

ANTI-MONEY LAUNDERING QUESTIONNAIRE FOR ENTITY SUBSCRIBERS

PLEASE COMPLETE ALL APPROPRIATE ITEMS

Name of Subscriber(s): _____

Type of Subscriber (Check one):

Corporation Partnership or Limited Liability Company Trust

Other: _____

Country of Formation: _____ Date of Formation: _____

Primary Business Function(s): _____

Nature and Size of Customer Base: _____

Countries Where Business Is Conducted: _____

Products and Services: _____

For Anti-Money Laundering purposes, please describe with particularity the source of the funds being used for this investment:

Are you willing to provide additional information, if requested, in order to help the Fund comply with the United States Government anti-terrorism policies as set out in the USA Patriot Act?

YES NO

Is the Interest being purchased for the benefit of another person?

YES NO

If you checked “yes” above, please note Declaration 20(b) on pages 5-6 and complete the Letter of Attestation, which is attached as Appendix II hereto.

Please describe the ownership structure of the subscriber: _____

If the Subscriber is privately held, please provide the number of beneficial owners of the Subscriber. _____

Additional information may be required with respect to such persons.

Does any person, either directly or indirectly, hold a 10% or greater beneficial ownership in the Subscriber?

YES NO

If the answer to the above question is “yes,” additional information may be required with respect to such persons.

SIGNATURE SECTION FOR ALL SUBSCRIBERS

1. Individuals:

Signature of Subscriber _____ Date _____

Print Name of Subscriber _____

Signature of Co-Subscriber _____ Date _____

Print Name of Co-Subscriber _____

2. Entities (other than Plans):

Print Name of Subscriber _____

Signature of Authorized Signatory/Trustee _____

Print Name and Title of Signatory/Trustee _____

Date _____

Signature of Required Authorized Co-Signatory/Co-Trustee _____

Print Name and Title of Co-Signatory/Co-Trustee _____

Date _____

3. Employee Benefits Plans:

Print Name of Plan Subscriber _____

Signature of Individual Plan Participant _____ Date _____

Print Name of Plan Participant _____

Signature of Custodian or Trustee _____ Date _____

Print Name Custodian or Trustee _____

Signature of Other Authorized Signatory _____ Date _____

Print Name of Authorized Signatory _____

FOR USE BY THE FUND ONLYSubscription has been: Accepted Accepted in Part Rejected Other By: _____Subscription Amount \$ _____ Date _____

ADDITIONAL SUBSCRIPTION REQUEST

To Be Completed By Existing Investors Instead of Subscription Agreement**Please fill in the following information:**

Name of Subscriber(s): _____

Additional Subscription Amount to be allocated: \$ _____

The undersigned hereby subscribes for the additional amount set forth above upon the terms and conditions described in the Memorandum. The undersigned restates all of the covenants, representations and warranties made in the undersigned's original Subscription Agreement as if they were made on the date hereof and certifies that all of the financial information set forth in the undersigned's original Subscription Agreement remains accurate and complete on the date hereof.

Individual Subscribers:

Signature of Subscriber _____ Date _____

Signature of Co-Subscriber _____ Date _____

Entity And Employee Benefit Plan Signatures:

Signature of Authorized Signatory _____ Date _____

Print Name and Title of Signatory _____

Name of Individual Plan Participant _____ Date _____

Signature of Individual Plan Participant _____

Signature of Required Authorized Co-Signatory _____ Date _____

Print Name and Title of Co-Signatory _____

EMPLOYEE BENEFIT PLANS MUST ALSO COMPLETE APPENDIX V FOR ADDITIONAL SUBSCRIPTION REQUESTS.

FOR USE BY THE FUND ONLYSubscription has been: Accepted Accepted in Part Rejected Other By: _____Additional Subscription Amount \$ _____ Date _____

WITHDRAWAL REQUEST

Please provide the information requested below if you wish to withdraw part or all of your Capital Account(s) in the Fund. THIS WITHDRAWAL REQUEST MUST BE RECEIVED BY THE GENERAL PARTNER AT LEAST FIFTEEN DAYS PRIOR TO THE END OF THE QUARTER IN WHICH THE WITHDRAWAL IS TO BE EFFECTIVE.

Name of Subscriber(s): _____

Withdrawal Amount or Percentage (express either in dollars or as a percentage to be withdrawn): _____

By signing below, I hereby request withdrawal, as defined in and subject to all of the terms and conditions of the Limited Partnership Agreement of Straits Financial Premier (U.S. Feeder) Fund I, L.P., as amended from time to time (the “**Limited Partnership Agreement**”) and the Fund’s Confidential Private Placement Memorandum (“**Memorandum**”) of my Capital Account(s) in an amount or percentage set forth above of the Net Asset Value of my limited partnership interest (“**Interests**”), as defined in the Limited Partnership Agreement, less any amounts specified in the Limited Partnership Agreement. This withdrawal shall be effective as of the last day of the calendar quarter with respect to which this Withdrawal Request is received by the General Partner, provided that this Withdrawal Request is received by the General Partner at least fifteen days prior to the end of such quarter. Payment of any withdrawal proceeds will be subject to those terms and conditions set forth in the Memorandum including any applicable withdrawal fees as set forth therein. Payment of withdrawal proceeds will not be made unless the Administrator has received from the Limited Partner the following: (i) the original completed subscription documents, (ii) an original signed copy of this Withdrawal Request; and (iii) any necessary documents described in Appendix III regarding the Limited Partner.

I (either in my individual capacity or as an authorized representative of an entity, if applicable) hereby represent and warrant that I am the true, lawful, and beneficial owner of the Interests with respect to which this Withdrawal Request relates, with full power and authority to request withdrawal of such Capital Account(s). Neither such Capital Account(s) nor my Interest(s) is subject to any pledge or otherwise encumbered in any fashion.

**SIGNATURE(S) MUST BE IDENTICAL TO NAME(S)
IN WHICH UNITS ARE REGISTERED**

Individual Subscribers:

Signature of Subscriber _____ Date _____

Signature of Co-Subscriber _____ Date _____

Entity And Employee Benefit Plan Signatures:

Signature of Authorized Signatory _____ Date _____

Print Name and Title of Signatory _____

Name of Individual Plan Participant _____ Date _____

Signature of Individual Plan Participant _____

Signature of Required Authorized Co-Signatory _____ Date _____

Print Name and Title of Co-Signatory _____

ANTI-MONEY LAUNDERING DEFINITIONS

“Close Associate of a Senior Foreign Political Figure” is 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-Compliant Jurisdiction” is a jurisdiction that (i) is a member in good standing of FATF and (ii) has undergone two rounds of FATF mutual evaluations. For a current list of FATF compliant jurisdictions refer to the Financial Action Task Force website, <http://www.fatf-gafi.org/countries/>.

“FATF” means the Financial Action Task Force on Money Laundering.

“Foreign Bank” means an organization that (i) is organized under the laws of a non-U.S. 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 non-U.S. bank.

“Foreign Shell Bank” means a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate. 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 non-U.S. 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.

“Immediate Family of a Senior Foreign Political Figure” typically includes such person’s parents, siblings, spouse, children and in-laws.

“Non-Cooperative Jurisdiction” means any non-U.S. 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 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. The list of Non-Cooperative Countries and Territories is amended periodically. For a current list of Non-Cooperative Countries and Territories, refer to the Financial Action Task Force website, <http://www.fatf-gafi.org/topics/high-riskandnon-cooperativejurisdictions/>.

“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 related to its banking activities, and (iii) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities.

“Prohibited Investor” means (i) a person or entity whose name appears on the various lists issued and maintained by the U.S. Office of Foreign Assets Control (“OFAC”), including the List of Specially Designated Nationals and Blocked Persons, the Specially Designated Terrorists List and the Specially Designated Narcotics Traffickers List; (ii) a Foreign Shell Bank; or (iii) 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, a Foreign Bank in a Non-Cooperative Jurisdiction or Sanctioned Regime. The OFAC lists may be found at the OFAC website: <http://www.treas.gov/ofac>.

“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 non-U.S. 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.

“Sanctioned Regimes” means targeted foreign countries, terrorism sponsoring organizations and international narcotics traffickers in respect of which OFAC administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals. For a current list of sanctioned countries, refer to OFAC’s website: <http://www.treas.gov/ofac>.

“Senior Foreign Political Figure” means a senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign 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” 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).

FORM OF LETTER OF ATTESTATION

[Bank] (the “**Bank**”), the undersigned officer of the Bank individually, and [Subscriber] (the “**Subscriber**”) each joint and severally represent, covenant, acknowledge and certify the following:

The Subscriber is acting solely as a fully-disclosed nominee of the Bank. The Bank is organized under the laws of, and is physically located in, a Financial Action Task Force (“**FATF**”) member country and is subject to the supervision of, and in good standing with, the [_____]. The Subscriber is investing on behalf of underlying investors (referred to collectively as the “**Beneficial Owners**”) which are customers of the Bank.

The Bank has adopted and implemented and properly enforces sufficient anti-money laundering policies, procedures and controls (collectively, “**AML Procedures**”) that comply with, and will continue to comply in all respects with, the requirements of applicable anti-money laundering laws and regulations. The Bank has provided, or will provide within 7 days from the date hereof, to the General Partner a current copy of such AML Procedures.

The Bank has performed sufficient due diligence on, and established the identity of, the Subscriber and all of the Subscriber’s Beneficial Owners, including any person controlling, controlled by, or under common control with the Beneficial Owners, and any person having a beneficial or economic interest in the Beneficial Owners, and their respective sources of funds, and holds evidence of such and represents that such evidence is genuine, complete and accurate.

The Bank has in place AML Procedures that are reasonably designed to ensure, and the Bank has in fact ensured to the best of its knowledge and belief, that the Subscriber and each of the Beneficial Owners, including any person controlling, controlled by, or under common control with the Beneficial Owners, and any person having a beneficial or economic interest in the Beneficial Owners, are not Prohibited Investors, High Risk Investors, Foreign Shell Banks, Senior Foreign Political Figures, Close Associates of a Senior Foreign Political Figure, or from Sanctioned Regimes, each as defined below, or otherwise are not individuals, entities or countries that may subject Straits Financial Premier (U.S. Feeder) Fund I, L.P. (the “**Fund**”) or the Straits Financial Fund Management LLC (the “**General Partner**”) to criminal or civil violations of anti-money laundering/OFAC laws. The Bank agrees to notify the Fund promptly of any change in information affecting the representations contained herein.

Definitions:

- (i) **Foreign Shell Bank** means a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate.
- (ii) **High Risk Investor** means a person or entity resident in or organized or chartered under the laws of a Non-Cooperative Jurisdiction or whose subscription funds are transferred from or through a Foreign Shell Bank, a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction or a Sanctioned Regime.
- (iii) **Non-Cooperative Jurisdiction** means any non-U.S. 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 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 a current list of Non-Cooperative Countries and Territories, refer to the Financial Action Task Force website, http://www.oecd.org/fatf/NCCT_en.htm.)
- (iv) **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 related to its banking activities, and (iii) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities.
- (v) **Prohibited Investor** means (i) a person or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control (“**OFAC**”) (refer to <http://www.ustreas.gov/ofac>) or (ii) a Foreign Shell Bank.

- (vi) **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 non-U.S. 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.
- (vii) **Sanctioned Regimes** means targeted foreign countries, terrorism sponsoring organizations and international narcotics traffickers in respect of which OFAC administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals. (OFAC has imposed sanctions upon Cuba, Iran, Iraq, Liberia, Libya, North Korea, Sierra Leone, Sudan, Taliban (Afghanistan), UNITA (Angola) and Yugoslavia.)
- (viii) **Senior Foreign Political Figure** means a senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign 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.
- (ix) **Close Associate of a Senior Foreign Political Figure** is 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.

The Bank and the Subscriber agree and acknowledge that the General Partner and the Fund are relying on the foregoing representations and other provisions and that upon any breach of any representation or other provision contained herein, the Fund or the General Partner may take such action as it in its discretion deems necessary under applicable laws, including, without limitation, to cause the Subscriber's investment in the Fund to be mandatorily redeemed, withdrawn or frozen, and further that neither the General Partner nor the Fund will be liable to the Bank or the Subscriber for any such action.

The persons executing this letter on behalf of the Bank and the Subscriber have the legal capacity and full power and authority to do so respectively on behalf of such entities and in their own individual capacity as an officer of the Bank.

Certified, Acknowledged and Agreed to:

[Bank]

[Subscriber]

By: _____

By: _____

Print Name & Title/Position

Print Name & Title/Position

Date

Date

Officer of the Bank (Individual Capacity)

Print Name & Title/Position

Date

Documents Required

A. Documentation Required From Subscribers on Initial Subscription:

1. Individuals

- 1.1 Completed Subscription Agreement duly executed. If there are co-Subscribers, each co-Subscriber must complete a copy of the Anti-Money Laundering Questionnaire For Individuals found on pages 20-21.
- 1.2 Duly certified copy of one form of government-issued identification, which must be a picture identification (e.g., passport, national identification card, birth certificate or driver's license). If you are not a U.S. citizen please provide the information above with respect to each jurisdiction of or in which you are a citizen, or reside or work.
- 1.3 Proof of current address (e.g. current utility bill).
- 1.4 If applicable, copies of any power(s) of attorney executed in connection with or relating to your investment in the Fund.
- 1.5 Completed Form W-9 attached hereto as Appendix IV.

2. Entities

- 2.1 Completed Subscription Documents duly-signed by authorized signatories.
- 2.2 Copies of Certificate of Formation or formation documents (e.g. certificate of incorporation, by-laws, trust deed, partnership agreement, etc. duly certified by a corporate officer, general partner or managing member.
- 2.3 Copy of resolution granting the Directors/Principals/Partners authority to invest in the Fund.
- 2.4 List of Directors/Principals/Partners, including background information.
- 2.5 In the case of a trust, evidence of the trustee's authority to make the contemplated investment and the identities of beneficiaries, settlor(s), trustee(s) and any persons who have the power to remove trustees, as well as of authorized activity of the trust and the persons authorized to act on behalf of the trust.
- 2.6 Taxpayer identification number (U.S. taxpayers only).
- 2.7 A copy of current offering memorandum if Subscriber is a fund-of-funds.
- 2.8 Original authorized signatories list.
- 2.9 With respect to each Control Person, a description of the relationship of such person to the Subscriber, a completed Anti-Money Laundering Questionnaire for Individuals and the documentation set forth in 1.2 above.
- 2.10 If the Subscriber is subscribing on behalf of a third party, the Letter of Attestation, in the form attached as Appendix II hereto.
- 2.11 Certification from the Subscriber that it has implemented and complies with anti-money laundering policies, procedures and controls ("**AML Certificate**") and a copy of Subscriber's anti-money laundering and investor due diligence policies, procedures and controls.
- 2.12 Completed Form W-9 attached hereto as Appendix IV.

B. Documentation Required From Investors For Subsequent Subscriptions:

1. Individuals-completed Additional Subscription Request signed by Limited Partner.
2. Entities – completed Additional Subscription Request signed by authorized signatories of Limited Partner. If signatories differ from those on file, furnish copy of latest authorized signatories list and the information listed in Item 2.5 above with respect to each new authorized signatory.
3. IRAs and other one member Plans - completed Additional Subscription Request signed by authorized signatories of registered Limited Partner, and the individual participant.

Note: Your Subscription Agreement will not be deemed complete until all of the required documentation listed above is received by the General Partner. Upon approval of the Subscriber's subscription and verification of the Subscriber's identity, the Subscriber will receive confirmation of the Interest purchased. If the subscription is not accepted, payment will be returned to the prospective Subscriber.

[INSERT W-9 FORM]

**Supplement to the Subscription Agreement
ERISA Representations and Warranties
(Required for Initial and Additional Subscription Requests by Benefit Plan Investors)**

The undersigned (the “**Investor**”) identified its status as a Benefit Plan Investor in the subscription agreement of Straits Financial Premier (U.S. Feeder) Fund I, L.P. (the “**Fund**”) executed by the Investor contemporaneously with this Supplement (the “**Subscription Agreement**”) and acknowledges that it must complete this supplement to the Subscription Agreement (this “**Supplement**”). Capitalized terms used in this Supplement and not defined herein shall have the meanings assigned to them in the Subscription Agreement.

Please review, complete and execute this Supplement and promptly return it to the Fund’s Administrator.

- 1) The Benefit Plan Investor represents and warrants that it is represented by a “fiduciary” within the meaning of Section 3(21) of ERISA, and/or Section 4975(e)(3) of the Internal Revenue Code (the “**Independent Fiduciary**”), which is:

(Please check “Yes” in one of the items below)

1. a bank as defined in Section 202 of the U.S. Investment Advisers Act of 1940, as amended (the “**Advisers Act**”) or similar institution that is regulated and supervised and subject to periodic examination by a state or federal agency;
 Yes No
2. an insurance carrier which is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of “plan assets”;
 Yes No
3. an investment adviser registered under the Advisers Act or, if not registered as an investment adviser under the Advisers Act by reason of paragraph (1) of Section 203A of such Advisers Act, is registered as an investment adviser under the laws of the state in which it maintains its principal office and place of business;
 Yes No
4. a broker-dealer registered under the U.S. Securities Exchange Act of 1934, as amended; and/or
 Yes No
5. an independent fiduciary that holds, or has under management or control, total assets of at least \$50 million. **Please note that if the Benefit Plan Investor is an “individual retirement account” as defined in Section 408(a) of the Internal Revenue Code (“IRA”), and the fiduciary making the decision to purchase equity interests in the Fund is the owner of the IRA, the Benefit Plan Investor may not check “Yes” to this question. If the Benefit Plan Investor is a defined contribution plan (such as a 401(k) plan or a profit sharing plan), and the fiduciary making the decision to purchase equity interests in the Fund is self-directing the assets in his or her account in the plan, the Benefit Plan Investor may not check “Yes” to this question.**
 Yes No

- 2) The Benefit Plan Investor represents and warrants that:
1. the Independent Fiduciary is acting as a fiduciary with respect to, and is responsible for exercising independent judgment in evaluating, the Benefit Plan Investor's purchase, holding and disposition of equity interests in the Fund;
 2. the Independent Fiduciary is: (a) independent of the Investment Manager and any affiliate of the Investment Manager; and (b) capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies of the Fund, including the Benefit Plan Investor's purchase of equity interests in the Fund as contemplated in each Subscription Agreement;
 3. it understands that none of the Fund nor the Investment Manager, nor any director, officer, member, partner, principal, or affiliate of the Fund or the Investment Manager, is by having made any oral or written statement prior to the date hereof or by making any future written or oral statement regarding the Fund, undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the Investor's purchase, holding or disposition of Interests;
 4. the Independent Fiduciary acknowledges that the existence and nature of any fees paid to the Fund, the Investment Manager or any affiliate of the Investment Manager have been disclosed in the Memorandum;
 5. there does not exist between the Independent Fiduciary and the Investment Manager nor any of its affiliates any financial interest, ownership interest or other relationship, agreement or understanding that would limit the Independent Fiduciary's ability to carry out its fiduciary responsibility to the Benefit Plan Investor beyond the control, direction, or influence of other persons involved in the purchase, holding and sale of the equity interests in the Fund; and
 6. none of the Fund nor the Investment Manager, nor any director, officer, member, partner, principal, or affiliate of the Fund or the Investment Manager, receives a fee or other compensation from the Benefit Plan Investor or the Independent Fiduciary for the provision of investment advice in connection with the Benefit Plan Investor's purchase, holding or disposition of equity interests in the Fund.

IN WITNESS WHEREOF, the undersigned has executed this Supplement this ____ day of _____, 20__.

INDIVIDUALS

ENTITIES

Signature

Print Name of Entity

Print Name

By: _____
Authorized Signatory

Additional Investor Signature

Print Name and Title

Print Name