

**Yorkshire Agility Fund**

**SUBSCRIPTION DOCUMENTS**

Subscription Agreement

Accredited Investor Questionnaire

Joinder Agreement

Verification of "One Person" Status

# SUBSCRIPTION AGREEMENT

## Yorkshire Agility Fund

Yorkshire Capital Investments LLC  
111 North Orange Avenue  
Orlando, Florida 32801

Subscriber Name(s): \_\_\_\_\_

Subscription Amount / Investment: U.S. \$ \_\_\_\_\_

Minimum Offering Amount \$10,000,000

The undersigned subscriber (“**Subscriber**”) hereby irrevocably offers to purchase an ownership interest (“**Interest**”) in Yorkshire Agility Fund, a South Dakota Business Trust organized under the South Dakota Business Trust Act (SDCL §47-14A-30) (the “**Fund**”), from the Fund.

The Fund is offering the Interests (the “**Offering**”) for sale to accredited investors, as such term is defined in Regulation D promulgated under the Securities Act of 1933, as amended (the “**Securities Act**”) pursuant to its confidential Private Offering Memorandum, dated as of May 1, 2022 (the “**Memorandum**”).

The Subscriber understands (i) that the minimum permitted subscription amount and corresponding investment (“**Investment**”) is \$50,000; and (ii) the Investment amount must be made by wire transfer or other method approved in writing by Yorkshire Capital Investments LLC (the “**Sponsor**”), payable to “Alta Trust Company f.b.o. Yorkshire Agility Fund,” in the lawful currency of the United States and in readily available funds, and received by the Fund within five (5) business days of the Sponsor accepting this Subscription Agreement.

The Fund is being operated under Section 3(c)(1) of the Investment Company Act of 1940, as amended (the “**1940 Act**”), and is therefore limiting the number of investors in the Fund to 100 persons.

By signing this Subscription Agreement and the Joinder Agreement, if accepted by the Sponsor in the Sponsor’s sole discretion, the Subscriber will become an interest owner (“**Interest Owner**”) and bound by the Memorandum, the Fund’s trust agreement (“**Trust Agreement**”) and the other Operative Agreements (as defined in the Trust Agreement (collectively, “**Operative Agreements**”), including, without limitation, the Fund’s administration agreement (“**Fund Administration Agreement**”) with the Sponsor and Alta Trust Company (the “**Trustee**”).

In consideration for the Sponsor’s acceptance of this Subscription Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subscriber hereby agrees, represents and warrants as follows:

**1. Closing; Payment of Investment.** The closing of the Subscriber’s purchase of the Interest (the “**Closing**”) will be subject to (1) the Sponsor’s and/or the Trustee’s timely receipt of: (i) a copy of the Subscription Documents completed and executed by the Subscriber, (ii) copies of documents confirming the Subscriber’s identification, such as a passport or driver’s license and IRS Form W-9 or if you are not a

U.S. person, the appropriate IRS Form W-8 (for an updated Form W-9 or the appropriate Form W-8, please go to [www.irs.gov](http://www.irs.gov)) and (iii) such other documents or information as requested in the Subscription Documents or by the Sponsor and/or the Trustee, (2) the Sponsor's acceptance of the Subscription Documents and (3) the Fund's timely receipt of the Investment amount.

**2. Acceptance or Rejection of Subscription.** The Sponsor in its sole discretion shall have the right to accept or reject this Subscription Agreement and the other Subscription Documents in whole or in part. If rejected, the Sponsor and/or the Trustee will notify the Subscriber. If accepted, the Sponsor and/or the Trustee will send a copy of this Subscription Agreement executed by the Sponsor to the Subscriber. Whether rejected or accepted by the Sponsor, the original of this Subscription Agreement and the other Subscription Documents and all other documents submitted by the Sponsor may be retained by the Sponsor and/or the Trustee and will not returned to the Subscriber.

**3. Receipt and Review of Memorandum and Trust Agreement; Additional Information and Documents.** The Subscriber hereby acknowledges, represents and warrants that:

- (i) The Subscriber has received and carefully reviewed a copy of the Memorandum and the Trust Agreement, and understands the business of the Fund as set forth in the Memorandum and the Trust Agreement;
- (ii) Copies of the other Operative Agreements (including, without limitation, the Fund Administration Agreement and Investment Management Agreement) have been made available for the Subscriber's review upon request;
- (iii) The Subscriber and the Subscriber's advisors, agents and representatives have had an opportunity to discuss with the Sponsor the condition of, and prospects for, the Fund, and such other matters as the Subscriber and such other persons have deemed appropriate in considering whether the Subscriber should invest in the Fund and purchase the Interest;
- (iv) The Subscriber and such persons have had an opportunity to have their questions regarding the information set forth in the Memorandum fully and completely answered by the Sponsor; and
- (v) The Subscriber and such persons have been provided access to all available information and documents about the Fund requested by the Subscriber and such persons concerning any aspect of the Fund and its proposed investments and operations reasonably necessary for the Subscriber to verify the accuracy of the information set forth in the Memorandum and to otherwise make an informed investment decision.

**4. Agreement to Indemnify.** The Subscriber hereby agrees to indemnify, defend and hold harmless the Fund, the Sponsor, the Trustee and their respective affiliates, and all of their respective principals, managers, members, officers, directors, employees, contractors, equity owners, agents, consultants, servants, delegates and representatives from and against any and all claims, damages, losses, costs and expenses (including reasonable attorney's fees) which they may incur or become subject to (i) by reason of the Subscriber's failure to fulfil and comply with any of the terms and conditions of this Agreement, the Memorandum and the Trust Agreement, (ii) by reason of the Subscriber's breach of any of the Subscriber's representations, warranties or agreements contained in this Agreement and the other Subscription Documents and (iii) by reason of any person, other than the Subscriber, claiming any interest, right, title, power or authority regarding the Subscriber's investment in the Fund and/or the purchased Interest. The Subscriber further agrees and acknowledges that this indemnification agreement shall survive the

termination of the Fund, and any (or any attempted) sale, transfer, redemption or withdrawal of all or any portion of the Subscriber's Interest, including without limitation, upon the Subscriber's death or other transfer by operation of law.

**5. Acknowledgments.** The Subscriber hereby acknowledges, and understands that:

- (i) This subscription may be accepted or rejected in whole or in part in the sole and absolute discretion of the Sponsor.
- (ii) This subscription is and shall be irrevocable by the Subscriber, except that the Subscriber shall have no obligations hereunder in the event that this subscription is rejected.
- (iii) No federal or state governmental agency has made any finding or determination as to the Offering, including, without limitation, as to the accuracy or adequacy of the Memorandum, the fairness of the terms of the Offering, or any recommendation or endorsement of the Offering, the Fund or the Interests.
- (iv) The Interests have not been registered under the Securities Act or with any state securities administrators, and thus the Subscriber bears the economic risk of the investment in the Interest indefinitely because the Interest may not be sold unless subsequently registered under the Securities Act and applicable state laws, or an exemption from such registration is available.
- (v) No public market currently exists for the resale of the Interests and there are no plans for the Interests to be tradeable.

**6. Representations, Warranties and Covenants.** The Subscriber hereby represents, warrants, and covenants that:

- (i) The Subscriber is knowledgeable and experienced in management and business matters such that the Subscriber is capable of evaluating the merits and risks of an investment in the Fund.
- (ii) The Subscriber is acquiring the Interest for the Subscriber's own account, solely for investment and not with a view to resale, distribution or subdivision thereof.
- (iii) The Subscriber has adequate net worth and means of providing for the Subscriber's current needs and possible personal contingencies to sustain a complete loss of this investment and has no need for liquidity of this investment.
- (iv) The Subscriber's investment in the Fund is part of a diversified portfolio, and the Subscriber's total commitment to investments, which are not readily marketable, is not disproportionate to the Subscriber's net worth and will not become disproportionate as a result of the Subscriber's investment in the Interest. The Subscriber is able to bear the economic risk of the Subscriber's investment in the Interest and at the present time the Subscriber could afford a complete loss of the Subscriber's total investment in the Interest.
- (v) The Subscriber is acquiring the Interest without having been furnished any offering literature or prospectus other than the Memorandum, Sponsor presentation materials and other documents specifically authorized by the Sponsor.

- (vi) The Subscriber has carefully read the Memorandum and Trust Agreement and the Sponsor has made available to the Subscriber all documents that the Subscriber has requested relating to a purchase of Interest and has provided answers to all of the Subscriber's questions concerning the Offering, the Fund and the Interest. In evaluating the suitability of an investment in the Interest, the Subscriber has not relied upon any representations or other information (whether oral or written) other than as set forth in the Memorandum or Trust Agreement.
- (vii) The Subscriber recognizes that purchase of the Interest involves substantial risks, including a risk of total loss of the Subscriber's investment, and the Subscriber has taken full cognizance of and understands all of the risk factors related to the Subscriber's purchase of the Interest.
- (viii) The Subscriber has had the opportunity to consult with its own legal, investment and tax advisors concerning the Memorandum, the Subscription Documents, the Trust Agreement and the other Operative Agreements, including, without limitation, as to the legal, investment and income tax implications of such documents and a purchase and ownership of the Interest.
- (ix) The address set forth in this Subscription Agreement is the Subscriber's true and correct residence or principal place of business and the Subscriber has no present intention of becoming a resident of or having its principal place of business in any other state or jurisdiction.
- (x) Each person completing and signing this Subscription Agreement and the other Subscription Documents is duly authorized and empowered legally to represent and bind the principal, person, trust, partnership, corporation, limited liability company or other entity named as the Subscriber for the Interest as set forth below, and said Subscriber has full power and authority to make an investment in the Fund and purchase the Interest.
- (xi) Neither the Subscriber nor, or to the best of its knowledge and belief, its beneficial owners, nor any person controlling, controlled by, or under common control with it or the beneficial owners, nor any person having a beneficial or economic interest in it or the beneficial owners, is a Prohibited Investor<sup>1</sup> and Subscriber is not and will not purchase the Interest on behalf or for the benefit of any Prohibited Investor. If an entity, the Subscriber (i) has carried out thorough due diligence to establish the identities of its beneficial owners, (ii) reasonably believes that no beneficial owner is a "Prohibited Investor," (iii) holds the evidence of such identities and status and will maintain such information for at least five years from the date of its complete withdrawal from the Fund, and (iv) will make available such information and any additional information that the Fund may require upon request that is required under applicable regulations.
- (xii) To the best of the Subscriber's knowledge and belief, the funds being used by the Subscriber to purchase the Interest do not originate from, nor will they be routed through,

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<sup>1</sup> **Prohibited Investor** means a person or entity whose name appears on (i) the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control; (ii) other lists of prohibited persons and entities as may be mandated by applicable law or regulation; or (iii) such other lists of prohibited persons and entities as may be provided to the Fund in connection therewith.

an account maintained at a Foreign Shell Bank,<sup>2</sup> an Offsho[and qualified client – DELETE IF NOT APPLICABLE] re Bank,<sup>3</sup> or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction.<sup>4</sup>

- (xiii) If residing outside the United States, the Subscriber acknowledges that it is Subscriber's responsibility to satisfy itself as to the full observance of the laws of any relevant territory outside the United States in connection with this subscription for the purchase of the Interest, including obtaining any required governmental or other consents or observing any other applicable formalities. Subscriber represents that it is entitled to acquire the Interest in the Fund in reliance upon an exemption from the registration or prospectus requirements of applicable securities laws of its jurisdiction of residence.
- (xiv) The Subscriber will keep the Memorandum, the Subscription Documents, the Trust Agreement and the other Operative Agreements confidential and will not copy, use or disclose such documents to any persons or entities, other than the Subscriber's advisors, agents and representatives in connection with the potential investment in the Fund and purchase of the Interest.
- (xv) The Subscriber understands and agrees that the Sponsor will rely on Subscriber's representations and other statements and documents included in or submitted with this Agreement and the other Subscription Documents, including, without limitation, in complying with applicable law, verifying Subscriber's status as an accredited investor and determining Subscriber's suitability for investing in the Fund, and whether to accept the Subscriber's subscription for the Interest.
- (xvi) The Subscriber understands and agrees that such representations and other statements shall be deemed made on each day from the date the Subscriber makes such representations through and including the date on which such Subscriber disposes of the Interest. The Subscriber covenants and agrees that the Subscriber will promptly notify the Sponsor of any change in status or events which affects such representations and statements, and the Sponsor may require the Subscriber to dispose of all or a portion of the Interest based on such change.
- (xvii) Further, the Subscriber understands and agrees that the Sponsor reserves the right in its sole discretion to use any methods that it may deem acceptable from time to time to (i) verify the Subscriber's status as an accredited investor and/or (ii) comply with applicable law, including without, limitation, anti-money laundering or related statutes, regulations or conventions applicable to the Fund.

**7. ERISA and Other Tax-Exempt Subscribers.** If all or part of the funds that the Subscriber is using or will use to purchase the Interest hereby subscribed for are assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"),

<sup>2</sup> **Foreign Shell Bank** means a bank organized under foreign (non-U.S.) law without a physical presence anywhere in any country.

<sup>3</sup> **Offshore Bank** means a bank prohibited by its license from conducting banking activities with the citizens of, or in the local currency of, the jurisdiction that issued the license, e.g., a foreign (non-U.S.) bank with most or all account holders being non-residents of such jurisdiction.

<sup>4</sup> **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 the Financial Action Task Force on Money Laundering.

subject to Title I of ERISA, or a plan described in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the “*Code*”), or an entity the assets of which are deemed to be plan assets pursuant to Section 3(42) of ERISA or 29 C.F.R. Section 2510.3-101, the Subscriber represents and warrants that:

- (i) The Subscriber has been identified as an “ERISA or Other Tax-Exempt” entity on the “TYPE OF OWNERSHIP” page of this Subscription Agreement;
- (ii) The Subscriber is not an affiliate of the Sponsor or any other person who has discretionary authority or control, or provides investment advice for a fee (direct or indirect) with respect to the assets of the Fund;
- (iii) The Subscriber’s proposed purchase of an Interest is permissible under the documents governing the investment of such plan assets to the extent any such requirements are applicable, complies in all respects with applicable law and has been duly authorized;
- (iv) In making the proposed purchase of an Interest, the Subscriber is aware of and has taken into consideration the diversification requirements of Section 404(a)(1) of ERISA and the decision to invest plan assets in the Fund is consistent with the provisions of ERISA that require diversification in the investment of plan assets to the extent any such requirements are applicable;
- (v) The Subscriber has concluded that the proposed purchase of an Interest is prudent and is consistent with other applicable fiduciary responsibilities under ERISA to the extent any such requirements are applicable; and
- (vi) The execution of this Agreement, and the Subscriber’s obligations hereunder, will not constitute a non-exempt prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code, including, without limitation, as a result of a prohibited conflict of interest based on the employee benefit plan’s fiduciary having any interest in or affiliation with the Fund or the Sponsor.

The representations set forth in this Section 7 are in addition to those set forth in Section 6 above.

**8. Foreign Subscribers.** If the Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Code), the Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for an Interest or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Interest, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Interest. The Subscriber’s subscription and payment for and continued beneficial ownership of the Interest will not violate any applicable securities or other laws of the Subscriber’s jurisdiction.

The representations set forth in this Section 8 are in addition to those set forth in Section 6 above.

**9. Joinder in Trust Agreement.** By executing this Subscription Agreement and the Joinder Agreement included with the Subscription Documents, the Subscriber hereby consents and agrees to be bound by the terms, covenants, and provisions of the Trust Agreement.

**10. Subscription Agreement Binding; No Assignment.** This Subscription Agreement shall be binding upon the Subscriber and the Subscriber's heirs, successors, estate and legal representatives and may not be assigned.

**11. Execution Authorized.** If this Subscription Agreement and the other Subscription Documents are executed on behalf of a corporation, partnership, trust or other entity, the Subscriber has been duly authorized and empowered legally to represent such entity and to execute this Subscription Agreement and such other Subscription Documents and all other instruments in connection with the purchase of the Interest, and the Subscriber's signature is binding upon such entity.

**12. Legal Representation.** THE SUBSCRIBER, BY EXECUTING THIS SUBSCRIPTION AGREEMENT ACKNOWLEDGES, REPRESENTS AND AGREES THAT (A) THE SPONSOR AND THE TRUSTEE EACH HAVE RETAINED LEGAL COUNSEL TO REPRESENT THEM IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT AND THE TRUST AGREEMENT; (B) SUCH LEGAL COUNSEL HAS NOT UNDERTAKEN TO AND DOES NOT REPRESENT THE SUBSCRIBER OR THE SUBSCRIBER'S INTERESTS, AND NO ATTORNEY-CLIENT OR OTHER RELATIONSHIP OR DUTY EXISTS BETWEEN SUCH LEGAL COUNSEL AND THE SUBSCRIBER, NOTWITHSTANDING THAT THE SUBSCRIBER'S INVESTMENT MAY PAY, DIRECTLY OR INDIRECTLY, FOR SUCH LEGAL SERVICES; AND (C) THE SUBSCRIBER HAS BEEN ADVISED TO HAVE SUCH LEGAL DOCUMENTS REVIEWED BY THE SUBSCRIBER'S OWN INDEPENDENT ATTORNEY AND/OR OTHER ADVISORS.

**13. Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota without giving effect to any conflict or choice of law provisions. Any suit involving any dispute or matter arising under this Agreement may only be brought in the courts of the State of South Dakota. The Subscriber hereby consents to the exercise of subject matter and personal jurisdiction by any such court with respect to any such proceeding.

**14. Signature Pages and Counterparts.** This Subscription Agreement and attachments may be signed using separate signature pages or any number of counterparts, including signatures by facsimile, in pdf form, DocuSign, or by other electronic means, and each of the counterparts shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties have not signed the same counterpart.

**15. Definition of Terms.** The terms used herein, if not otherwise defined herein, shall have the meanings attributed to such terms in the Memorandum, the Trust Agreement or the other Operative Agreements as defined therein. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons herein may require.

**16. Section Titles.** The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

**17. No Presumption.** This Agreement and the other Subscription Documents or any section thereof shall not be construed against any party due to the fact that this Agreement or the other Subscription Documents or any section thereof was drafted by said party.

**18. No Third-party Rights.** Nothing in this agreement shall be deemed to create any right on the part of any person or entity not a party to this Agreement.

**19. Complete Agreement; Amendment.** This Agreement, the other Subscription Documents, the Memorandum, the Trust Agreement and the other Operative Agreements as defined therein, constitute the



complete and exclusive statement of the agreement by and among the parties regarding the subject matter hereof, and supersede all prior written and oral statements, agreements or understandings including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the signed written consent of the parties.

**20. Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. In the event that any such provision is deemed to be invalid, the parties agree that a court or other person or entity making such judgement shall have the ability to and shall interpret and apply such provision to the fullest extent permitted by law, within such provision's original intent, and still maintain its validity.

**21. Attorney Fees.** In the event of any litigation between the parties to declare or enforce any provision of this Agreement, the prevailing party or parties shall be entitled to recover from the losing party or parties, and shall be awarded, in addition to any other recovery and costs, reasonable expenses, attorney fees', and costs associated with such litigation, in both the trial and in all appellate courts.

**22. Further Action.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

**23. Waiver of Compliance.** Any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or conditions here may be waived by the other party only by a written instrument signed by the party granting the waiver. Any such waiver or failure to insist upon strict compliance with a term of this Agreement shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

**24. Waiver of Jury Trial.** The parties specifically waive any right to trial by jury in any court with respect to any contractual, tortious, or statutory claim, counterclaim or cross claim against the other arising out of or connected in any way to this Agreement.

*[The remainder of this page has been left blank intentionally.]*

## TYPE OF OWNERSHIP / VERIFICATION OF ERISA STATUS

CHECK WHICH ONE APPLIES:

**INDIVIDUAL OWNERSHIP**

(One signature required)

**TENANTS IN COMMON**

(Two signatures required)

**JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

(Two signatures required)

**CORPORATION, LLC, PARTNERSHIP, TRUST OR OTHER ENTITY**

(Please include document authorizing/identifying the authorized representative for signature)

**IRA**

(Signature of account owner)

**ERISA OR OTHER TAX-EXEMPT PLAN \***

(Please include document identifying the employer or plan sponsor and name of plan / signature of plan participant required)

\* Includes, (1) an “employee benefit plan” within the meaning of Section 3(3) of ERISA or a “plan” as described in Section 4975(e) of the Code that is subject to Title I of ERISA or Section 4975 of the Code (e.g., a 401(k) plan) and/or (2) an entity or fund whose underlying assets include “plan assets” by reason of a plan’s investment in such entity (e.g., an insurance company separate account or an entity in which 25% or more of a class of equity interest is held by “benefit plan investors” (calculated in accordance with the “plan assets rules”)).

*For Corporations, LLCs, Other Entities, Partnerships, Trusts and ERISA or Other Tax-Exempt Plans, copies of the charter, other formation documents and evidence of beneficial owners and percentage also may be required. See Verification of “One Person” Status form included in these Subscription Documents.*

*BASED ON THE BOX CHECKED ABOVE, PLEASE COMPLETE THE SIGNATURE PAGES BELOW FOR EITHER:*

- (I) INDIVIDUALS, TENANTS IN COMMON AND/OR JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP; OR*
- (II) ENTITIES (CORPORATION, LLC, PARTNERSHIP, TRUST OR OTHER ENTITY), IRAS AND/OR ERISA OR OTHER TAX-EXEMPT PLANS.*

**Exact legal name(s) in which the Interest is to be issued:**

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The Subscriber's payment for the Investment amount must be made by check or wire transfer to **Alta Trust Company FBO: Yorkshire Agility Fund**, and received by the Fund within five (5) business days of the Sponsor accepting this Subscription Agreement.

**Mail Checks to:**

**Alta Trust Company FBO: Yorkshire Agility Fund**  
**9380 Station St., Suite 450**  
**Lone Tree, CO 80124**

**Wire Payments to:**

**For Credit to:**

**Account Name: Alta Trust Company FBO: Yorkshire Agility Fund**  
**Account Address: 9380 Station St., Suite 450, Lone Tree, CO 80124**  
**Account #: 80017762978**  
**Bank ABA/Routing #: 321081669**

**Subscriber's Distribution Information**

**Name(s) of Subscriber:** \_\_\_\_\_

\_\_\_\_\_

**Postal Address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

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

**Bank Account Details (distributions will be made to this bank account)**

**Bank Name:** \_\_\_\_\_

**Bank Address:** \_\_\_\_\_

\_\_\_\_\_

**Routing Number:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

**For Benefit Of:** \_\_\_\_\_

SIGNATURE PAGES FOR INDIVIDUALS, TENANTS IN COMMON AND/OR  
JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this

\_\_\_ day of \_\_\_\_\_, 20\_\_ .

By signing this Subscription Agreement, I attest and certify that (i) I am authorized and do hereby execute this Subscription Agreement on the Subscriber’s behalf and (ii) all information provided in this Subscription Agreement and the other Subscription Documents, and all other documentation provided to the Sponsor or the Trustee, by or on behalf of the Subscriber, are true, accurate and complete.

Prior to receiving the Private Offering Memorandum and the Subscription Documents, were you a client of Yorkshire Capital Investments LLC or did you otherwise have an existing substantive relationship with Yorkshire Capital Investments LLC or one of its agents or representatives?

\_\_\_ Yes

\_\_\_ No. If no, please describe how you found out about the Offering.

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

\_\_\_\_\_  
Subscriber #1 Signature

\_\_\_\_\_  
Subscriber #2 Signature

\_\_\_\_\_  
Subscriber #1 Print Legal Name

\_\_\_\_\_  
Subscriber #2 Print Legal Name

\_\_\_\_\_  
Mobile Number

\_\_\_\_\_  
Mobile Number

\_\_\_\_\_  
Other Phone Number

\_\_\_\_\_  
Other Phone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Date of Birth

Source of Wealth, Income or Prior/Current Business or Occupation

US Citizen Yes No

Senior Foreign Political Figure (or Related Entity, Family Member or Associated Person) Yes No

Source of Wealth, Income or Prior/Current Business or Occupation

US Citizen Yes No

Senior Foreign Political Figure (or Related Entity, Family Member or Associated Person) Yes No

- (1) The term Senior Foreign Political Figure means and includes:
- (i) A current or former:
    - (A) Senior official in the executive, legislative, administrative, military, or judicial branches of a foreign government (whether elected or not);
    - (B) Senior official of a major foreign political party; or
    - (C) Senior executive of a foreign government-owned commercial enterprise;
  - (ii) A corporation, business, or other entity that has been formed by, or for the benefit of, any such individual;
  - (iii) An immediate family member of any such individual; and
  - (iv) A person who is widely and publicly known (or is actually known by the relevant covered financial institution) to be a close associate of such individual.
- (2) For purposes of this definition:
- (i) Senior official or executive means an individual with substantial authority over policy, operations, or the use of government-owned resources; and
  - (ii) Immediate family member means spouses, parents, siblings, children and a spouse's parents and siblings.

Subscriber(s) or an immediate family/household member, a control person or affiliate of a publicly traded company under SEC Rule 144? Yes No

Subscriber(s) affiliated with, or employed by, a stock exchange, or a member firm of an exchange or Financial Industry Regulatory Authority (FINRA), or a municipal securities dealer? Yes No

**\*Provide a copy of a passport (preferred), driver's license, or other government-issued photo ID, an executed IRS Form W-9 (Form W-8 for a non-U.S. person) and recent utility bill.**

SUBSCRIPTION ACCEPTED:

Yorkshire Capital Investments LLC

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNATURE PAGES FOR ENTITIES (CORPORATION, LLC, PARTNERSHIP, TRUST OR OTHER ENTITY), IRAS AND/OR ERISA OR OTHER TAX-EXEMPT PLANS

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this

\_\_\_ day of \_\_\_\_\_, 20\_\_ .

By signing this Subscription Agreement, I attest and certify that (i) I am authorized and do hereby execute this Subscription Agreement on the Subscriber's behalf and (ii) all information provided in this Subscription Agreement and the other Subscription Documents, and all other documentation provided to the Sponsor or the Trustee, by or on behalf of the Subscriber, are true, accurate and complete.

Prior to receiving the Private Offering Memorandum and the Subscription Documents, were you a client of Yorkshire Capital Investments LLC or did you otherwise have an existing substantive relationship with Yorkshire Capital Investments LLC or one of its agents or representatives?

\_\_\_ Yes

\_\_\_ No. If no, please describe how you found out about the Offering.

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

\_\_\_\_\_  
Subscriber / Legal Entity Full Legal Name

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

\_\_\_\_\_  
Print Legal Name and Title

\_\_\_\_\_  
Mobile Number

\_\_\_\_\_  
Other Phone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Legal Entity Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Legal Entity Tax ID No. (from tax returns)

\_\_\_\_\_  
State or Jurisdiction of Organization

\_\_\_\_\_  
Type of Business

US Entity Yes No

Is the Legal Entity a control person or affiliate of a publicly traded company under SEC Rule 144?  
Yes No

Is the Legal Entity (or is the Legal Entity affiliated with) a stock exchange, or a member firm of an exchange or Financial Industry Regulatory Authority (FINRA), or a municipal securities dealer? Yes No

**\*For the natural person signing on behalf of the Legal Entity, provide a copy of a passport (preferred), driver's license, or other government-issued photo ID, an executed IRS Form W-9 (Form W-8 for a non-U.S. person) and recent utility bill.**

**PLEASE NOTE THE NATURAL PERSON SIGNING ON BEHALF OF THE LEGAL ENTITY MAY BE REQUIRED TO COMPLETE AND SIGN A CERTIFICATION REGARDING BENEFICIAL OWNERS OF LEGAL ENTITY SUBSCRIBERS**

SUBSCRIPTION ACCEPTED:

Yorkshire Capital Investments LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ACCREDITED INVESTOR QUESTIONNAIRE

*Note:*  
*Individuals must refer to SECTION I*  
*and*  
*Corporations, Partnerships, Trusts and other Entities must refer to SECTION II*

**ALL QUESTIONS IN THE APPROPRIATE SECTION MUST BE ANSWERED**

Please certify below whether the Subscriber qualifies as an Accredited Investor according to the criteria set forth in this Investor Questionnaire. Please contact the Sponsor if you are unsure whether the Subscriber qualifies as an Accredited Investor. Misrepresenting the Subscriber’s qualification as an Accredited Investor (or the basis therefore) may constitute fraud.

CHECK WHICH OF THE FOLLOWING IS CORRECT:

\_\_\_\_\_ No, I do not qualify as an Accredited Investor under the criteria set forth herein

\_\_\_\_\_ Yes, I qualify as an Accredited Investor under the criteria set forth herein

The undersigned agrees to notify Yorkshire Capital Investments LLC (“*Sponsor*”) immediately of any material change in any statement made herein occurring prior to the closing of its purchase of securities from Yorkshire Agility Fund (“*Fund*”) pursuant to the Memorandum dated May 1, 2022.

IN WITNESS WHEREOF, the undersigned has completed and executed this Investor Questionnaire as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and attests, certifies and declares that it is truthful, correct and complete.

INDIVIDUAL(S)

CORPORATIONS, PARTNERSHIPS,  
TRUSTS AND OTHER ENTITIES

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

\_\_\_\_\_  
Name of Entity / Subscriber

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

\_\_\_\_\_  
Signature of Authorized Signer

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

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Title of Person Signing

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

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



## **SECTION I. QUALIFICATION FOR INDIVIDUALS**

**Method of Qualification:** An individual will qualify as an Accredited Investor if he or she meets any one of the following requirements: CHECK ALL THAT APPLY

- A. \_\_\_\_\_ You are a natural person and had an individual income in excess of \$200,000 in each of the two most recent years and reasonably expect an income in excess of \$200,000 in the current year. For these purposes “income” means your individual adjusted gross income for federal income tax purposes, plus (i) any deduction for long term capital gain; (ii) any deduction for depletion; (iii) any exclusion for interest; and (iv) any losses of a partnership allocated to an individual limited partner.
- B. \_\_\_\_\_ You are a natural person and had a joint income with your spouse (or spousal equivalent) in excess of \$300,000 in each of the two most recent years and reasonably expect a joint income with your spouse in excess of \$300,000 in the current year. For these purposes “income” shall be determined as set forth in Section (A) above.
- C. \_\_\_\_\_ You are a natural person and have an individual net worth on the date hereof (or joint net worth with your spouse) in excess of \$1 million (including your home furnishings and automobiles; provided, however, that the value of your primary residence must be excluded from the calculation of your net worth; provided, further, that to the extent any indebtedness secured by your primary residence exceeds the fair market value of your primary residence, such amount must be considered a liability and deducted from your net worth).
- D. \_\_\_\_\_ You are a natural person and have an active General Securities Representative license (Series 7), a Private Securities Offerings Representative license (Series 82), or a Licensed Investment Advisor Representative certification (Series 65), issued by an accredited education institutional designated by the Securities and Exchange Commission under Rule 501(a)(10), and you continue to be affiliated with the firm that relates to said license.
- E. \_\_\_\_\_ You are a natural person who is a “knowledgeable employee” (as defined in Rule 3c-5(a)(4) under the 1940 Act) of the Fund (as the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in Section 3 of such Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such Act).<sup>5</sup>

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<sup>5</sup> **Rule 3c-5(a)(4):** The term Knowledgeable Employee with respect to any Covered Company (as defined in Rule 3c-5(a)(2)), here, the Fund (as a Section 3(c)(1) company), means any natural person who is:

(i) An Executive Officer (as defined in Rule 3c-5(a)(3)), director, trustee, general partner, advisory board member, or person serving in a similar capacity, of the Covered Company or an Affiliated Management Person (as defined in Rule 3c-5(a)(1)), of the Covered Company; or

(ii) An employee of the Covered Company or an Affiliated Management Person of the Covered Company (other than an employee performing solely clerical, secretarial or administrative functions with regard to such company or its investments) who, in connection with his or her regular functions or duties, participates in the investment activities of such Covered Company, other Covered Companies, or investment companies the investment activities of which are managed by such Affiliated Management Person of the Covered Company, provided that such employee has been performing such functions and duties for or on behalf of the Covered Company or the Affiliated Management Person of the Covered Company, or substantially similar functions or duties for or on behalf of another company for at least 12 months.

**SECTION II. QUALIFICATION FOR CORPORATIONS, PARTNERSHIPS, TRUSTS AND OTHER ENTITIES**

Accredited Investor Requirements:

**(1) Option 1:**

The entity is an Accredited Investor because it meets at least one of the following conditions: CHECK ALL THAT APPLY

- (i) \_\_\_\_\_ a bank as defined in Section 3(a)(2) of the Securities Act of 1933 (the “Act”), or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in an individual or fiduciary capacity;
- (ii) \_\_\_\_\_ a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934;
- (iii) \_\_\_\_\_ an investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; an investment adviser relying on the exemption from registering with the Securities and Exchange Commission under Section 203(l) or (m) of the Investment Advisers Act of 1940;
- (iv) \_\_\_\_\_ a “family office” as defined in Rule 202(a)(11)(G)-1 of the Investment Advisers Act of 1940, with assets under management in excess of \$5,000,000, that is not formed for the specific purpose of investing in the Fund, and whose prospective investment is directed by a person who has sufficient knowledge and experience in financial and business matters.
- (v) \_\_\_\_\_ a “family client” as defined in Rule 202(1)(11)(G)-1 of the Investment Advisers Act of 1940 of a family office meeting the requirements of paragraph (iv) above and whose prospective investment in the Fund is directed by such family office by a person who has sufficient knowledge and experience in financial and business matters.
- (vi) \_\_\_\_\_ an insurance company as defined in Section 2(13) of the Act;
- (vii) \_\_\_\_\_ an investment company registered under the Investment Company Act of 1940;
- (viii) \_\_\_\_\_ a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940;
- (ix) \_\_\_\_\_ a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- (x) \_\_\_\_\_ any Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act;

- (xi) \_\_\_\_\_ a plan established and maintained by a state or its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees provided that such employee benefit plan has total assets in excess of \$5,000,000;
- (xii) \_\_\_\_\_ an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, provided that the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, and the plan fiduciary is either a bank, savings and loan association, insurance company or registered investment adviser, or provided that the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, the investment decisions are made solely by persons that are Accredited Investors;
- (xiii) \_\_\_\_\_ a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- (xiv) \_\_\_\_\_ an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of investing in the Fund, with total assets in excess of \$5,000,000;
- (xv) \_\_\_\_\_ a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of investing in the Fund, whose purchase is directed by a sophisticated person as described in § 230.506(b)(2)(ii) promulgated under the Act; or
- (xvi) \_\_\_\_\_ an entity that is not listed above (including, without limitation, Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries), not formed for the specific purpose of investing in the Fund, and with total assets in excess of \$5,000,000.

➤ Documentation supporting the status of the entity may be requested.

**(2) Option 2:**

The entity is an Accredited Investor because each of its stockholders, partners, or other equity owners meets at least one of the following conditions: CHECK ALL THAT APPLY

- (i) \_\_\_\_\_ The stockholder, partner, beneficiary or other equity owner is an individual meeting at least one of the Accredited Investor requirements of Section I, Qualification for Individuals, above; or
- (iii) \_\_\_\_\_ The stockholder, partner, beneficiary or other equity owner is a corporation, partnership, trust or other entity which meets at least one of the Accredited Investor requirements of Option 1, above, or whose stockholders, partners, beneficiaries or other equity owners all meet at least one of the conditions in this Option 2.

➤ Documentation supporting the status of the individual and/or entity may be requested.

# JOINDER AGREEMENT

## JOINDER AGREEMENT TO THE DECLARATION OF TRUST OF YORKSHIRE AGILITY FUND

The undersigned hereby consents to and agrees to be bound by the terms, covenants, and provisions of that certain Declaration of Trust dated as of May 1, 2022 for Yorkshire Agility Fund (the Trust Agreement). The undersigned's execution of this Joinder Agreement constitutes the undersigned's consent and agreement.

IN WITNESS WHEREOF, this Joinder Agreement has been duly executed effective as of this \_\_\_\_\_, 20\_\_.

**SUBSCRIBER(S):**

\_\_\_\_\_  
Printed name of Subscriber

\_\_\_\_\_  
Printed name of Subscriber

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

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

\_\_\_\_\_  
Name and Title of Signatory if Subscriber is not an individual

\_\_\_\_\_  
Name and Title of Signatory if Subscriber is not an individual

## Verification of “One Person” Status

The Fund is being operated under Section 3(c)(1) of the 1940 Act, and is therefore limiting the number of investors in the Fund to 100 persons.

1. *If the Subscriber is an individual purchasing the Interest alone, the Interest will be deemed to be beneficially owned by one person, within the meaning of the 1940 Act, and this form does not need to be completed.*

2. *If the Subscriber consists of two individuals who are purchasing the Interest as Joint Tenants With Rights of Survivorship or Tenants in Common, the number of persons deemed to beneficially own the Interest will be determined based on the following representations:*

CHECK WHICH IS CORRECT:

\_\_\_\_\_ Yes or \_\_\_\_\_ No. The Interest is being purchased by the Subscriber jointly with Subscriber’s spouse or spousal equivalent.

*If the Subscriber has answered “Yes” to the statement above, the Interest will be deemed to be beneficially owned by one person.*

*If the Subscriber has answered “No” to the statement above, the Interest will be deemed to be beneficially owned by two persons.*

3. *If the Subscriber is a corporation, limited liability company, partnership, trust or other entity, plan or account, the number of persons deemed to beneficially own the Interest will be determined based on the following representations:*

CHECK WHICH IS CORRECT WITH RESPECT TO EACH QUESTION BELOW:

(i) \_\_\_\_\_ Yes or \_\_\_\_\_ No. The Subscriber’s investment in the Fund constitutes more than 40% of the Subscriber’s committed capital or total assets.

(ii) \_\_\_\_\_ Yes or \_\_\_\_\_ No. The Subscriber has been formed, organized, reorganized, capitalized or recapitalized for the specific purpose of acquiring an Interest in the Fund.

(iii) \_\_\_\_\_ Yes or \_\_\_\_\_ No. The Subscriber is a registered investment company under the 1940 Act or is required to register as an investment company under the 1940 Act.

(iv) \_\_\_\_\_ Yes or \_\_\_\_\_ No. The Subscriber was formed prior to April 30, 1996, and would be required to register as an investment company under the 1940 Act but for its reliance on an exemption pursuant to Section 3(c)(1) or 3(c)(7) thereof.

(v) \_\_\_\_\_ Yes or \_\_\_\_\_ No. The Subscriber is a participant-directed defined contribution plan, or a partnership or other investment vehicle, in which the Subscriber’s partners or participants have or will have discretion as to their participation (or level thereof) indirectly in the Subscriber’s investment in the Fund.

(vi) \_\_\_\_\_ Yes or \_\_\_\_\_ No. The Subscriber is a participant-directed defined contribution plan, or a partnership or other investment vehicle, in which the Subscriber’s partners or

participants have or will have discretion as to investments made by the Subscriber in the Fund.

*If the Subscriber has answered “No” to all of the statements above, the Interest will be deemed to be beneficially owned by one person.*

*IF THE SUBSCRIBER HAS ANSWERED “YES” TO ANY OF STATEMENTS ABOVE, INDICATE THE NUMBER OF BENEFICIAL OWNERS OF THE SUBSCRIBER (BASED ON THE NUMBER OF OWNERS OF THE SUBSCRIBER’S OUTSTANDING SECURITIES OR THE NUMBER OF THE SUBSCRIBER’S PLAN PARTICIPANTS, AS APPLICABLE): \_\_\_\_\_.*

*Please note that copies of the charter, other formation documents, evidence of beneficial owners and percentage, and other additional information may be required prior to or after the acceptance of the Subscription Agreement.*