

CONFIDENTIAL

Subscription Agreement

*THE EXCHANGE BUILDING — FLOORS 4–8***DRAFT — FOR DISCUSSION PURPOSES ONLY**

Silk Road Group, LLC
9 North Second Street, Memphis, Tennessee 38103
Rule 506(b), Regulation D — Securities Act of 1933

THIS IS A DRAFT TEMPLATE. This document must be reviewed, completed, and approved by qualified securities counsel before use. It is not a final legal document and should not be executed in its current form.

This Subscription Agreement (this "**Agreement**") is entered into by and between:

Issuer: Silk Road Group, LLC, a Tennessee limited liability company ("**Issuer**" or "**Company**"), with its principal place of business at 9 North Second Street, Memphis, Tennessee 38103;

and

Subscriber: _____ ("**Subscriber**"),

in connection with the Subscriber's proposed investment in [membership interests / real property interests] (the "**Interests**") in Floors 4 through 8 of the property known as The Exchange Building, located at 9 North Second Street, Memphis, Tennessee 38103 (the "**Property**"), as more fully described in the Confidential Private Placement Memorandum dated [____], 2026 (the "**Memorandum**").

ARTICLE 1. SUBSCRIPTION

1. **Subscription.** The Subscriber hereby subscribes for and agrees to purchase the following Interest in the Property:

Investment Amount: \$ _____

Percentage Interest: _____ %

The Subscriber agrees to deliver the full subscription amount to the escrow account designated by the Issuer simultaneously with the execution of this Agreement.

2. **Acceptance.** The Issuer reserves the right, in its sole and absolute discretion, to accept or reject this subscription, in whole or in part, for any reason or no reason. This subscription shall not be binding upon the Issuer until the Issuer executes the acceptance page of this Agreement.
3. **Escrow.** All subscription funds will be held in escrow at [Bank Name], [Address], Account No. [_____] , until the closing conditions described in the Memorandum are satisfied or the subscription is rejected.
4. **Refund.** If this subscription is rejected, the Issuer shall return the full subscription amount to the Subscriber without interest within ten (10) business days.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER

The Subscriber hereby represents and warrants to the Issuer as follows:

1. **Authority.** The Subscriber has full power and authority to execute and deliver this Agreement and to perform the obligations contemplated herein. If the Subscriber is an entity, the person executing this Agreement on behalf of the Subscriber has been duly authorized to do so.
2. **Receipt of Memorandum.** The Subscriber has received, read, and understands the Memorandum, including all exhibits, appendices, and supplements thereto, and has had the opportunity to ask questions of and receive answers from the Issuer regarding the terms and conditions of this offering and the business, financial condition, and prospects of the Property.
3. **Investment Intent.** The Subscriber is acquiring the Interests for the Subscriber's own account, for investment purposes only, and not with a view toward resale, distribution, or fractionalization thereof, in whole or in part, in violation of the Securities Act of 1933, as amended (the "**Securities Act**"), or any applicable state securities laws.
4. **Sophistication.** The Subscriber, either alone or with the assistance of a purchaser representative, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of this investment and of making an informed investment decision, and is able to bear the economic risk of this investment, including the possible loss of the entire investment.
5. **No Guarantee of Returns.** The Subscriber acknowledges that no representation has been made regarding any projected or forecasted financial results of the Property, and that any projections contained in the Memorandum are estimates only and may not be achieved.
6. **Risk Acknowledgment.** The Subscriber acknowledges having read and understood the Risk Factors section of the Memorandum and accepts the risks described therein.

7. **No General Solicitation.** The Subscriber was not solicited through any form of general solicitation or general advertising, including but not limited to any article, notice, advertisement, or other communication published in any newspaper, magazine, website, or similar medium or broadcast over television, radio, or the internet. The Subscriber learned of this investment opportunity through a pre-existing substantive relationship with the Issuer or its representatives.
8. **Transfer Restrictions.** The Subscriber understands that the Interests have not been registered under the Securities Act or any state securities laws, and that the Interests may not be sold, transferred, pledged, hypothecated, or otherwise disposed of without:
- a. Prior written consent of the Issuer;
 - b. Registration under the Securities Act and applicable state securities laws; or
 - c. An opinion of counsel, satisfactory to the Issuer, that such registration is not required.
9. **Residence.** The Subscriber's principal residence (or, if an entity, principal place of business) is located in the state of _____ .
10. **No Reliance on Tax Advice.** The Subscriber has consulted with, or has had the opportunity to consult with, the Subscriber's own tax, legal, and financial advisors regarding the tax and legal consequences of this investment and is not relying on the Issuer or any of its agents for such advice.
11. **Accuracy.** All information provided by the Subscriber in this Agreement and the attached Investor Questionnaire is true, correct, and complete as of the date hereof.

ARTICLE 3. ACCREDITED INVESTOR CERTIFICATION

The Subscriber certifies that the Subscriber qualifies as an "**accredited investor**" as defined in Rule 501(a) of Regulation D under the Securities Act, by meeting **one or more** of the following criteria (check all that apply):

- (a)** The Subscriber is a natural person whose individual net worth, or joint net worth with the Subscriber's spouse or spousal equivalent, exceeds **\$1,000,000**, excluding the value of the Subscriber's primary residence.
- (b)** The Subscriber is a natural person who had individual income in excess of **\$200,000** in each of the two most recent calendar years (or joint income with the Subscriber's spouse or spousal equivalent in excess of **\$300,000** in each of those years) and has a reasonable expectation of reaching the same income level in the current year.
- (c)** The Subscriber is a natural person who holds in good standing one or more of the following professional certifications: Series 7, Series 65, or Series 82 licenses.
- (d)** The Subscriber is an entity (corporation, partnership, LLC, or trust) with total assets in excess of **\$5,000,000**, not formed for the specific purpose of acquiring the Interests.
- (e)** The Subscriber is a bank, insurance company, registered investment company, business development company, or small business investment company.
- (f)** The Subscriber is a trust with total assets in excess of **\$5,000,000**, not formed for the specific purpose of acquiring the Interests, whose purchase is directed by a sophisticated person.
- (g)** The Subscriber is a director, executive officer, or general partner of the Issuer.
- (h)** The Subscriber is a "family office" with assets under management of at least **\$5,000,000**, or a "family client" of such a family office.
- (i)** The Subscriber does not qualify as an accredited investor but represents that the Subscriber has such knowledge and experience in financial and business matters that the Subscriber is capable of evaluating the merits and risks of this investment. (*Non-accredited sophisticated investor — limited to 35 per offering.*)

ARTICLE 4. REPRESENTATIONS OF THE ISSUER

1. **Organization.** The Issuer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Tennessee.
2. **Authority.** The Issuer has full power and authority to issue the Interests and to perform its obligations under this Agreement.
3. **No Conflicts.** The execution and delivery of this Agreement does not conflict with any law, regulation, agreement, or obligation to which the Issuer is subject.

4. **Compliance.** The Issuer has complied with all applicable federal and state securities laws in connection with this offering, including the requirements of Rule 506(b) of Regulation D.

ARTICLE 5. INDEMNIFICATION

1. **By Subscriber.** The Subscriber agrees to indemnify, defend, and hold harmless the Issuer and its members, managers, officers, employees, agents, and affiliates from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or based upon:
 - a. Any breach of the Subscriber's representations, warranties, or agreements contained in this Agreement;
 - b. Any misrepresentation by the Subscriber; or
 - c. Any disposition of the Interests by the Subscriber in violation of applicable securities laws.
2. **By Issuer.** The Issuer agrees to indemnify, defend, and hold harmless the Subscriber from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or based upon any material misrepresentation or omission by the Issuer in the Memorandum or this Agreement.

ARTICLE 6. GENERAL PROVISIONS

1. **Entire Agreement.** This Agreement, together with the Memorandum and all exhibits thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, and understandings.
2. **Amendments.** This Agreement may not be amended, modified, or waived except by a written instrument signed by both parties.
3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws provisions.
4. **Venue.** Any action or proceeding arising out of this Agreement shall be brought exclusively in the state or federal courts located in Shelby County, Tennessee. The parties irrevocably consent to the jurisdiction of such courts.
5. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures.
7. **Notices.** All notices shall be in writing and delivered to:

If to the Issuer:

Silk Road Group, LLC
9 North Second Street
Memphis, Tennessee 38103
Email: gulam@membnb.com

If to the Subscriber:

At the address set forth on the signature page below.

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
9. **Survival.** The representations, warranties, and agreements of the Subscriber contained herein shall survive the closing of this transaction and any subsequent transfer of the Interests.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the date(s) set forth below.

SUBSCRIBER

Printed Name of Subscriber

Date

Signature

Title (if entity)

Address

City, State, ZIP

Phone

Email

SSN / EIN (for tax reporting)

Investment Amount: \$ _____

ACCEPTED BY ISSUER

Silk Road Group, LLC

By: Gulam Umarov, Managing Member

Date

Subscription Accepted: Yes No

Amount Accepted: \$ _____

Rejection Reason (if applicable): _____

EXHIBIT A — INVESTOR QUESTIONNAIRE

The following information is required to confirm your eligibility to participate in this offering. All information will be kept strictly confidential.

1. Personal Information

Full Legal Name: _____

Date of Birth: _____

Social Security Number / Tax ID: _____

Citizenship: _____

Home Address: _____

City/State/ZIP: _____

Phone: _____

Email: _____

Occupation: _____

Employer: _____

2. Financial Information

Annual Income (check one):

- Less than \$200,000 individually / \$300,000 jointly
- \$200,000–\$499,999 individually / \$300,000–\$499,999 jointly
- \$500,000–\$999,999
- \$1,000,000 or more

Net Worth (excluding primary residence) (check one):

- Less than \$1,000,000
- \$1,000,000–\$4,999,999
- \$5,000,000–\$9,999,999
- \$10,000,000 or more

3. Investment Experience

Prior real estate investment experience (check all that apply):

- Direct ownership of residential rental property
- Direct ownership of commercial property
- Real estate limited partnerships or syndications
- REITs (public or private)

- Real estate development
- No prior real estate investment experience

Other investment experience (check all that apply):

- Private equity / venture capital
- Publicly traded securities (stocks, bonds, mutual funds)
- Private placements (Regulation D offerings)
- Business ownership

4. Suitability Acknowledgments

- I understand that this is a speculative investment involving a high degree of risk, including the potential loss of my entire investment.
- I have adequate means of providing for my current needs and possible contingencies, and I have no need for liquidity from this investment.
- I can afford a complete loss of this investment without a material effect on my standard of living.
- This investment is consistent with my overall investment strategy and risk tolerance.

5. Source of Funds

Please describe the source of funds for this investment:

6. Beneficial Ownership

- I am investing for my own account.
- I am investing on behalf of an entity or trust. Entity name: _____

I certify that all information provided in this Investor Questionnaire is true, complete, and correct as of the date below. I agree to notify the Issuer promptly if any of the above information changes materially prior to closing.

Signature

Date

Printed Name

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It must be reviewed and approved by qualified securities counsel before execution by any party.

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