SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "Agreement") is entered into as of the date set forth on the signature page hereof by and between the undersigned subscriber (the "Investor"), Astamar Asset Management LLC ("Astamar"), referred to as the "Managing Entity." The Investor desires to subscribe for an investment in **Latitude 20 Equity Fund LLC** (the "Fund"), a real estate investment fund established for acquiring, developing, and managing real estate assets in Mexico.

1. SUBSCRIPTION FOR INVESTMENT

1.1 **Subscription Commitment** The Investor agrees to contribute the amount specified on the signature page (the "Subscription Amount") to acquire an interest in the Fund in accordance with the terms of this Agreement and the Fund's governing documents.

1.2 **Minimum Investment Requirement** The minimum investment required is **USD $50,000**, unless otherwise approved by the Managing Entities in writing.

1.3 **Acceptance of Subscription** The Managing Entities reserve the right to accept or reject this subscription, in whole or in part, in their sole discretion. If rejected, the Subscription Amount will be returned without interest or deduction.

2. REPRESENTATIONS AND WARRANTIES OF INVESTOR

2.1 **Accredited Investor Status** The Investor represents and warrants that they are an "accredited investor" as defined under applicable U.S. securities laws or meet other eligibility criteria outlined in the Fund’s prospectus.

2.2 **Investment Purpose** The Investor is subscribing for an interest in the Fund solely for investment purposes and not with a view to resale or distribution.

2.3 **Independent Evaluation** The Investor acknowledges that they have conducted their own due diligence and have consulted with legal, tax, and financial advisors before making the investment.

2.4 **Risk Acknowledgment** The Investor understands that the investment in the Fund is speculative, involves substantial risk, and that there is no guarantee of returns or liquidity. The Investor further acknowledges that the stated **8% Preferred Return** is a *targeted distribution rate* and **not a guaranteed yield**, and actual results may vary depending on Fund performance and available cash flow.

3. MANAGEMENT AND OPERATIONS

3.1 **Managing Entities** The Managing Entities shall have full authority and discretion to manage the Fund’s operations, investments, and distributions in accordance with the governing documents.

3.2 The Subscriber acknowledges that investments made by the Fund may be held in U.S. bank accounts, and dividend distributions will be paid through and from U.S. bank accounts.

3.2 **Fund Administration** All investor contributions shall be deposited into U.S.-based bank accounts maintained by the Fund and, as needed, periodically transferred to a designated Mexican bank trust for the purpose of acquiring asset properties selected by the Managing Entities. Any dividend distributions, if declared, will be disbursed from the U.S. bank accounts in accordance with the Fund's distribution policies and procedures.

Management Fee
The Manager shall receive an annual management fee equal to **two percent (2 %) of the aggregate committed or contributed capital** of the Fund, payable quarterly from Fund operating revenues. This fee shall be separate from and in addition to any distributions of carried interest or other incentive compensation.

3.3 **No Investor Participation in Management** The Investor acknowledges that they have no right to participate in the day-to-day management or decision-making of the Fund.

4. CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS

4.1 **Investor Contributions** The Investor shall fund their Subscription Amount in accordance with the payment schedule outlined in the Fund's offering documents.

4.1.1 Preferred Return
The Investor acknowledges that, pursuant to the Fund's governing documents, each Investor is entitled to a cumulative, non-compounding **preferred return of 8% per annum** on their contributed capital. Such preferred return shall accrue quarterly and be payable solely from available distributable cash flow, prior to any profit participation by the Managing Entities.

The preferred return is not guaranteed and shall be contingent upon available cash flow, fund performance, and applicable law.

4.2 Distributions Distributions shall be made at the discretion of the Managing Entities based on available cash flow and Fund performance, and shall follow the distribution priority described below:

(a) First, to Investors, pro rata, to satisfy any unpaid cumulative preferred return of 8% per annum on contributed capital;

(b) Second, to Investors, pro rata, until they have received a full return of their contributed capital; and

(c) Thereafter, any remaining distributable profits shall be allocated **80% to the Investors** and **20% to the Managing Entities (the "GP Carry")**

4.3 **Tax Obligations** The Investor is responsible for all tax obligations related to their investment and agrees to provide necessary tax documentation as required by applicable laws.

5. TAXATION AND COMPLIANCE

5.1 The Subscriber understands that investments in the Fund may have tax implications under U.S., Mexican, and international tax laws and agrees to consult with their tax advisors regarding such matters.

6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 This Agreement shall be governed by and construed in accordance with the **laws of the State of Texas, United States, and the applicable laws of Mexico**.

6.2 Any disputes arising under this Agreement shall be resolved through arbitration in **San Diego, California, United States of America,** as determined by the Managing Entities, in accordance with applicable arbitration rules.

7. TRANSFER RESTRICTIONS

7.1 **Limitations on Transfer** The Investor may not sell, assign, or transfer their interest in the Fund without prior written consent of the Managing Entities.

7.2 **Compliance with Securities Laws** Any permitted transfer shall comply with applicable securities laws and Fund governing documents.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 **Indemnification** The Investor agrees to indemnify and hold harmless the Managing Entities, their officers, directors, employees, and affiliates from any claims, liabilities, or expenses arising from the Investor's participation in the Fund.

8.2 **Limitation of Liability** The Managing Entities shall not be liable for any losses suffered by the Investor except in cases of gross negligence or willful misconduct.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas & Delaware, USA and Government of Mexico**.

9.2 **Arbitration** Any dispute arising from this Agreement shall be resolved through binding arbitration in **San Diego, California USA**, under the rules of the American Arbitration Association.

10. MISCELLANEOUS

10.1 **Entire Agreement** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior discussions and agreements.

10.2 **Amendments** No modification of this Agreement shall be valid unless in writing and signed by all parties.

10.3 **Severability** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.4 **Counterparts and Electronic Signatures** This Agreement may be executed in multiple counterparts and via electronic signature, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

By signing below, the Investor acknowledges having reviewed and understood the Fund's distribution structure, including the 8% Preferred Return and subsequent 80/20 profit allocation.

Subscription Amount: _____

Investor:

Signature: _____

Printed Name: _____

Date: _____

Astamar Asset Management LLC:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Latitude 20 Equity Fund LLC:

Signature: _____

Printed Name: _____

Title: _____

Date: _____