

**Exhibit I: Equity
Subscription Documents**

Exhibit I.1: Howe Investment Fund

Note: Howe Investment Fund is investing at an equity level of \$12M. They have secured up to \$14M to guarantee the funds for Kent Corporation while the corporation's legal department reviews the subscription documents. Please see Exhibit I.3: Kent Corporation.

See next page for HIF subscription.

SUBSCRIPTION AGREEMENT
THE STANLEY HOTEL AND CONFERENCE CENTER LLC
(an Iowa limited liability company)

THE UNITS OF THE STANLEY HOTEL AND CONFERENCE CENTER LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. NO SUCH SHARES CAN BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH THE TERMS OF THIS SUBSCRIPTION AGREEMENT AND ALL APPLICABLE FEDERAL OR STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

1. Subscription. Subject to the terms and conditions in this Subscription Agreement ("Agreement"), the undersigned (the "Purchaser") hereby irrevocably subscribes for and agrees to purchase ^{up to 12,000,000} membership units (the "Units") in The Stanley Hotel and Conference Center LLC, an Iowa limited liability company (the "Company"), for \$1.00 per Unit, for a total purchase price of \$^{up to 12,000,000} (the "Purchase Price"). The Units and the Company are each more fully described in the Company's Private Placement Memorandum dated October 27, 2014 (the "Private Placement Memorandum"), and the sale and purchase of the Units is made subject to and in accordance with the disclosures set forth in the Private Placement Memorandum.

SUBJECT TO THE TERMS HEREOF, THIS AGREEMENT IS IRREVOCABLE AND REPRESENTS A BINDING COMMITMENT TO PURCHASE THE UNITS IN THE EVENT THE SUBSCRIPTION IS ACCEPTED BY THE COMPANY. THE UNITS ARE NOT DEPOSITS OR OBLIGATIONS OF OR GUARANTEED BY ANY DEPOSITORY INSTITUTION. THE UNITS ARE NOT INSURED BY THE FDIC OR ANY OTHER AGENCY AND ARE SUBJECT TO INVESTMENT RISKS INCLUDING THE POSSIBLE LOSS OF INVESTMENT.

2. Payment and Delivery of Documents. The Purchase Price shall be payable (i) Fifty Percent (50%) concurrently with the delivery of one executed original of this Agreement, such payment to be by wire transfer to an account specified by the Company (such amount to be held in escrow until execution of this Agreement by the Company), and (ii) Fifty Percent (50%) by wire transfer to an account specified by the Company at such time in the future stated by the Company in a fifteen-day notice delivered to Purchaser after execution of this Agreement. Upon acceptance of this Agreement by the Company, Purchaser agrees to sign the operating agreement of the Company in the form attached hereto as Exhibit A. In the event that the Company does not accept this Agreement on or before December 1, 2014 (subject to extension for 30 days at the option of the Company), the funds deposited in escrow by Purchaser shall be returned to Purchaser and the commitment of Purchaser hereunder shall terminate.
3. Acceptance or Rejection of Subscription. Purchaser acknowledges and agrees that this Agreement shall not be effective until accepted in writing by the Company and that the Company reserves the right to reject the Purchaser's subscription in whole or in part. Subscriptions may be rejected for failure to conform to the requirements of this Agreement, insufficient documentation, or for such other reason as the Company may determine, in its sole discretion, to be in the best interests of the Company. In the event of rejection of this subscription, Purchaser's payment will promptly be returned to Purchaser without deduction and this Agreement shall have no further force or effect.
4. Acceptance of Subscription; Final Payment. In the event Purchaser's subscription is accepted by the Company, Purchaser's Units shall be issued as specified by the Private Placement Memorandum and a fully executed copy of this Agreement shall be returned to the Purchaser. Any Units for which full payment is not received shall be subject to forfeiture. Units issued shall be evidenced by a certificate and the certificate shall bear a legend stating that the Units were sold in reliance upon an exemption from registration and that the Units are subject to forfeiture in the event that the full Purchase Price is not paid with respect thereto.

5. Purchaser's General Representations and Warranties. In order to induce the Company to accept this Subscription Agreement and as further consideration for such acceptance, Purchaser represents, warrants, acknowledges and agrees that:
- a. The Purchaser has received, read, understands and is familiar with the Private Placement Memorandum and related forms included as Exhibits to the Private Placement Memorandum and that such Purchaser does not need nor desire to have the same translated into any language other than English to facilitate such reading or understanding.
 - b. The Purchaser, in determining to purchase the Units, has relied solely upon the Private Placement Memorandum (including the exhibits thereto and the documents made available under and/or incorporated therein), the terms of this Agreement, and the advice of the Purchaser's legal counsel and accountants or other financial advisers with respect to the tax and other consequences involved in purchasing the Units.
 - c. The Purchaser has been encouraged to rely upon the advice of the Purchaser's legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Units. Purchaser has had access, prior to sale of the Units, to all information necessary to enable Purchaser to evaluate the merits and risk of a prospective investment in the Company; and Purchaser has had the opportunity to ask questions of and receive answers from the Company's officers and directors about the Units and to obtain any additional information, to the extent that the Company possesses such information or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information to which the Purchaser has had access, and all questions raised by Purchaser have been answered to the full satisfaction of Purchaser.
 - d. Neither the Units or the offering of the Units have been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any applicable state securities laws, and the Units are being offered and sold in reliance upon exemptions provided in the Securities Act and rules and regulations promulgated thereunder, and applicable state securities laws and rules and regulations. Purchaser therefore makes the representations, declarations and warranties in this Agreement with the intent that the same may be relied upon by the Company in complying with such exemptions and in determining the suitability of the Purchaser as a purchaser of the Units. Purchaser understands that the Company has no obligations or intent to register the Units, or file the reports or make public the information required for the use of Rule 144 under the Securities Act. Purchaser further understands that no federal or state agency has recommended or endorsed the Units or made any finding or determination as to the fairness, accuracy or completeness of the offering of the Units or the Private Placement Memorandum.
 - e. Purchaser: (i) is acquiring the Units subscribed for herein for Purchaser's own account; for investment only; and not with a view to the distribution, resale or transfer hereof, and as the sole record and beneficial holder thereof; (ii) is acquiring such Units without any present intention of reselling or distributing such Units and (iii) agrees that the Units shall not be sold, pledged, hypothecated, donated or otherwise transferred whether or not for consideration, by Purchaser, except as permitted by the Company's operating agreement.
 - f. Purchaser understands and agrees that: (i) the effect of the foregoing subparagraph (e) is that Purchaser shall be restricted from selling or otherwise transferring or disposing of the Units, except pursuant to a registration statement filed by the Company and rendered effective under the Securities Act and applicable state securities laws, or at some indeterminate date in the future in accordance with an applicable exemption from

registration which is the subject of a favorable legal opinion rendered by counsel acceptable to the Company and shall not be in violation of any agreement between Purchaser and Company; and (ii) the Company has no legal obligation to include the Units in any registration statement to be filed under the Securities Act or applicable state securities laws.

- g. The Units have not been registered under the Securities Act or the securities laws of any state and are subject to substantial restrictions on transfer as described in the Private Placement Memorandum.
- h. There are substantial restrictions on the transferability of the Units and, accordingly, Purchaser will need to bear the economic risk of the investment in the Units for an indefinite period of time and will not be readily able to liquidate the investment, in the case of an emergency or otherwise.
- i. The Purchaser (i) can bear the economic risk of the purchase of the Units including the total loss of the Purchaser's investment and (ii) has knowledge and experience in business and financial matters, including the analysis of or participation in offerings of privately issued Units, as to be capable of evaluating the merits and risk of an investment in the Units, or that the Purchaser is being advised by others (acknowledged by the Purchaser as being the "Purchaser Representative(s)" of the Purchaser) such that they and the Purchaser together are capable of making such evaluation.
- j. Purchaser recognizes that the Units are a speculative investment which involve a high degree of financial risk, and there is no assurance of any economic, income or tax benefit from such investment.
- k. Except as set forth herein, no representations or warranties have been made to Purchaser by the Company or any officer, employee, agent or affiliate of the Company, and Purchaser's investment decision has been based solely upon Purchaser's evaluation of the information made available to the Purchaser. Purchaser is not relying upon any unwritten statements made by or on behalf of the Company in making this investment.
- l. Purchaser certifies, under penalties of perjury, (i) that the Federal taxpayer identification number shown on the signature page of this Agreement is true and complete and (ii) that the Purchaser is not subject to the backup withholding.
- m. The execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement will not conflict with, violate, or constitute an event of default under any contract or other instrument to which Purchaser is a party or by which the Purchaser is bound.
- n. Purchaser understands that the Units are not protected or insured by the Federal Deposit Insurance Corporation, Securities Investor Protection Corporation, or by any other government agency.
- o. Purchaser agrees and understands that all of the representations and warranties of the Purchaser set forth in this Agreement shall survive the acceptance of the Agreement by the Company.
- p. Purchaser understands that Purchaser is fully responsible for performing all due diligence procedures which Purchaser desires to undertake and that no one else has or will perform any due diligence review of Company on Purchaser's behalf. Purchaser specifically understands that no law firm or accounting firm retained by the Company (including

without limitation the Des Moines, Iowa law firm of Belin McCormick PC) has performed any due diligence review on Purchaser's behalf of any of the information which has been made available to Purchaser concerning the Company; therefore, Purchaser is not relying in any way upon the law firm of Belin McCormick PC with respect to Purchaser's decision whether to purchase the Units or whether to sign this Agreement and tender all other documents and funds necessary to acquire the Units.

- q. If subject to the Employee Retirement Income Security Act ("ERISA"), that the Purchaser is aware of and has taken into consideration the diversification requirements of Section 404(a)(3) of ERISA in determining to purchase Units and that the Purchaser has concluded that the purchase of Units is prudent.
- r. If the Purchaser is acquiring the Units in a fiduciary capacity, (i) the above representations, warranties, agreements, acknowledgements and understandings shall be deemed to have been made on behalf of the person or persons for whose benefit such Units is being acquired, and (ii) the name of such person or persons is indicated below under the Purchaser's name.
- s. That the Company may represent the information contained herein to such persons as it deems appropriate if called upon to verify the information provided or to establish the availability of an exemption from registration under the Securities Act, or any state or other securities statutes or regulations or if the contents are relevant to any issue in any action, suit or proceeding to which the Company may be a party.
- t. That the Purchaser consents and agrees to the Company obtaining background checks and other information regarding the Purchaser as the Company deems necessary or appropriate in connection with the Company's relationship with Purchaser and Purchaser agrees to cooperate with such activities undertaken by the Company.
- u. That the Purchaser is an individual or entity which meets the definition of an "accredited investor," as defined below. (Please initial the appropriate paragraph.)

_____ (i) A bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act (whether acting in its fiduciary or individual capacity);

_____ (ii) A broker dealer registered pursuant to Section 15 of the Exchange Act;

_____ (iii) An insurance company as defined in Section 2(13) of the Securities Act;

_____ (iv) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

_____ (v) 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;

_____ (vi) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;

_____ (vii) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited Purchasers;

_____ (viii) A private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

_____ (ix) An organization described in Section 501(c)(3) of the Internal Revenue Code, or any corporation, Massachusetts or similar business trust or partnership not formed for the specific purpose of acquiring the securities offered, and that has total assets in excess of \$5,000,000.;

~~_____~~ (x) A manager or executive officer of the Company;

_____ (xi) A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds \$1,000,000 without counting such persons primary residence;

_____ (xii) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse 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;

_____ (xiii) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Units, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or

_____ (xiv) Other – Please provide the specific basis for qualification as an accredited Purchaser: _____

6. Company's General Representations and Warranties. In order to induce Purchaser to enter into this Subscription Agreement, Company represents, warrants, acknowledges and agrees that:
- a. Company has full corporate power and authority to enter into this Agreement.
 - b. The Units being purchased by the Purchaser hereunder, when issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid, and non-assessable, provided that Purchaser has made complete payment therefore.
 - c. Company agrees and understands that all of the representations and warranties of the Company set forth in this Agreement shall survive the execution of the Agreement by the Purchaser and acceptance of the Agreement by Company.
7. Indemnification. Purchaser recognizes that the offer and sale of the Units to Purchaser was and will be based upon the representations, warranties, acknowledgments and agreements of Purchaser contained in this Agreement and Purchaser hereby agrees to defend and indemnify the Company (and anyone acting on its behalf) with respect to the sale of the Units and Purchasers purchase of the Units, and to hold each such person or entity harmless from and against all losses, liabilities, costs or expenses (including reasonable

attorney's fees) arising by reason of or in connection with any misrepresentation or any breach of such warranty by Purchaser, or arising as a result of the sale or distribution of the Units of the Purchaser in violation of the Securities Act, or any applicable state securities laws, or Purchaser's failure to fulfill any of Purchaser's covenants or agreement set forth herein. This Agreement and the representations, warranties, and agreements contained herein shall be binding upon the heirs, legal representatives, successors and assigns of Purchaser.

8. Notices. Any notice, demand or other communication which the Company may be required, or elect, to give to the Purchaser pursuant to this Agreement shall be sufficiently given if (a) deposited, postage prepaid, in a United States Mail letter box, registered or certified mail, return receipt requested, addressed to such address as Purchaser set forth at the end of this Agreement, or (b) delivered personally at such address.
9. Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.
10. Assignability. This Agreement is not transferable or assignable by the Purchaser.
11. Applicable Law and Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa applicable to contracts made to be performed entirely within such state. Purchaser and the Company further agree and consent that the sole and exclusive jurisdiction and venue for the resolution of any disputes regarding this Agreement shall be the Iowa District Court for Muscatine County.
12. Counterparts. This Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all of the parties, notwithstanding that all parties are not signatories to the same counterpart.
13. Gender. All pronouns contained herein and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties hereto may require.
14. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
15. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or other agreements except as stated or referred to herein.
16. Modification. Neither this Agreement nor any provisions hereof shall be modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

[Signature and Acceptance Pages Follow]

Acceptance:

The Stanley Hotel and Conference Center LLC (the "Company") hereby accepts the above subscription tendered by the above-identified Purchaser.

THE STANLEY HOTEL AND CONFERENCE CENTER LLC

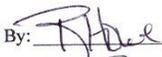
By: 
Print Name: Rebecca Howe
Print Title: President

Exhibit I.2: MHI Fund LLC

Revised: 10.27.14 21:21

SUBSCRIPTION AGREEMENT THE STANLEY HOTEL AND CONFERENCE CENTER LLC (an Iowa limited liability company)

THE UNITS OF THE STANLEY HOTEL AND CONFERENCE CENTER LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. NO SUCH SHARES CAN BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH THE TERMS OF THIS SUBSCRIPTION AGREEMENT AND ALL APPLICABLE FEDERAL OR STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

1. **Subscription.** Subject to the terms and conditions in this Subscription Agreement ("Agreement"), the undersigned (the "Purchaser") hereby irrevocably subscribes for and agrees to purchase 2,000,000 membership units (the "Units") in The Stanley Hotel and Conference Center LLC, an Iowa limited liability company (the "Company"), for \$1.00 per Unit, for a total purchase price of \$2,000,000 (the "Purchase Price"). The Units and the Company are each more fully described in the Company's Private Placement Memorandum dated October 27, 2014 (the "Private Placement Memorandum"), and the sale and purchase of the Units is made subject to and in accordance with the disclosures set forth in the Private Placement Memorandum.

SUBJECT TO THE TERMS HEREOF, THIS AGREEMENT IS IRREVOCABLE AND REPRESENTS A BINDING COMMITMENT TO PURCHASE THE UNITS IN THE EVENT THE SUBSCRIPTION IS ACCEPTED BY THE COMPANY. THE UNITS ARE NOT DEPOSITS OR OBLIGATIONS OF OR GUARANTEED BY ANY DEPOSITORY INSTITUTION. THE UNITS ARE NOT INSURED BY THE FDIC OR ANY OTHER AGENCY AND ARE SUBJECT TO INVESTMENT RISKS INCLUDING THE POSSIBLE LOSS OF INVESTMENT.

2. **Payment and Delivery of Documents.** The Purchase Price shall be payable (i) Fifty Percent (50%) concurrently with the delivery of one executed original of this Agreement, such payment to be by wire transfer to an account specified by the Company (such amount to be held in escrow until execution of this Agreement by the Company), and (ii) Fifty Percent (50%) by wire transfer to an account specified by the Company at such time in the future stated by the Company in a fifteen-day notice delivered to Purchaser after execution of this Agreement. Upon acceptance of this Agreement by the Company, Purchaser agrees to sign the operating agreement of the Company in the form attached hereto as Exhibit A. In the event that the Company does not accept this Agreement on or before December 1, 2014 (subject to extension for 30 days at the option of the Company), the funds deposited in escrow by Purchaser shall be returned to Purchaser and the commitment of Purchaser hereunder shall terminate.
3. **Acceptance or Rejection of Subscription.** Purchaser acknowledges and agrees that this Agreement shall not be effective until accepted in writing by the Company and that the Company reserves the right to reject the Purchaser's subscription in whole or in part. Subscriptions may be rejected for failure to conform to the requirements of this Agreement, insufficient documentation, or for such other reason as the Company may determine, in its sole discretion, to be in the best interests of the Company. In the event of rejection of this subscription, Purchaser's payment will promptly be returned to Purchaser without deduction and this Agreement shall have no further force or effect.
4. **Acceptance of Subscription: Final Payment.** In the event Purchaser's subscription is accepted by the Company, Purchaser's Units shall be issued as specified by the Private Placement Memorandum and a fully executed copy of this Agreement shall be returned to the Purchaser. Any Units for which full payment is not received shall be subject to forfeiture. Units issued shall be evidenced by a certificate and the certificate shall bear a legend stating that the Units were sold in reliance upon an exemption from registration and that the Units are subject to forfeiture in the event that the full Purchase Price is not paid with respect thereto.

5. Purchaser's General Representations and Warranties. In order to induce the Company to accept this Subscription Agreement and as further consideration for such acceptance, Purchaser represents, warrants, acknowledges and agrees that:
- a. The Purchaser has received, read, understands and is familiar with the Private Placement Memorandum and related forms included as Exhibits to the Private Placement Memorandum and that such Purchaser does not need nor desire to have the same translated into any language other than English to facilitate such reading or understanding.
 - b. The Purchaser, in determining to purchase the Units, has relied solely upon the Private Placement Memorandum (including the exhibits thereto and the documents made available under and/or incorporated therein), the terms of this Agreement, and the advice of the Purchaser's legal counsel and accountants or other financial advisers with respect to the tax and other consequences involved in purchasing the Units.
 - c. The Purchaser has been encouraged to rely upon the advice of the Purchaser's legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Units. Purchaser has had access, prior to sale of the Units, to all information necessary to enable Purchaser to evaluate the merits and risk of a prospective investment in the Company; and Purchaser has had the opportunity to ask questions of and receive answers from the Company's officers and directors about the Units and to obtain any additional information, to the extent that the Company possesses such information or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information to which the Purchaser has had access, and all questions raised by Purchaser have been answered to the full satisfaction of Purchaser.
 - d. Neither the Units or the offering of the Units have been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any applicable state securities laws, and the Units are being offered and sold in reliance upon exemptions provided in the Securities Act and rules and regulations promulgated thereunder, and applicable state securities laws and rules and regulations. Purchaser therefore makes the representations, declarations and warranties in this Agreement with the intent that the same may be relied upon by the Company in complying with such exemptions and in determining the suitability of the Purchaser as a purchaser of the Units. Purchaser understands that the Company has no obligations or intent to register the Units, or file the reports or make public the information required for the use of Rule 144 under the Securities Act. Purchaser further understands that no federal or state agency has recommended or endorsed the Units or made any finding or determination as to the fairness, accuracy or completeness of the offering of the Units or the Private Placement Memorandum.
 - e. Purchaser: (i) is acquiring the Units subscribed for herein for Purchaser's own account; for investment only; and not with a view to the distribution, resale or transfer hereof, and as the sole record and beneficial holder thereof; (ii) is acquiring such Units without any present intention of reselling or distributing such Units and (iii) agrees that the Units shall not be sold, pledged, hypothecated, donated or otherwise transferred whether or not for consideration, by Purchaser, except as permitted by the Company's operating agreement.
 - f. Purchaser understands and agrees that: (i) the effect of the foregoing subparagraph (e) is that Purchaser shall be restricted from selling or otherwise transferring or disposing of the Units, except pursuant to a registration statement filed by the Company and rendered effective under the Securities Act and applicable state securities laws, or at some indeterminable date in the future in accordance with an applicable exemption from

registration which is the subject of a favorable legal opinion rendered by counsel acceptable to the Company and shall not be in violation of any agreement between Purchaser and Company; and (ii) the Company has no legal obligation to include the Units in any registration statement to be filed under the Securities Act or applicable state securities laws.

- g. The Units have not been registered under the Securities Act or the securities laws of any state and are subject to substantial restrictions on transfer as described in the Private Placement Memorandum.
- h. There are substantial restrictions on the transferability of the Units and, accordingly, Purchaser will need to bear the economic risk of the investment in the Units for an indefinite period of time and will not be readily able to liquidate the investment, in the case of an emergency or otherwise.
- i. The Purchaser (i) can bear the economic risk of the purchase of the Units including the total loss of the Purchaser's investment and (ii) has knowledge and experience in business and financial matters, including the analysis of or participation in offerings of privately issued Units, as to be capable of evaluating the merits and risk of an investment in the Units, or that the Purchaser is being advised by others (acknowledged by the Purchaser as being the "Purchaser Representative(s)" of the Purchaser) such that they and the Purchaser together are capable of making such evaluation.
- j. Purchaser recognizes that the Units are a speculative investment which involve a high degree of financial risk, and there is no assurance of any economic, income or tax benefit from such investment.
- k. Except as set forth herein, no representations or warranties have been made to Purchaser by the Company or any officer, employee, agent or affiliate of the Company, and Purchaser's investment decision has been based solely upon Purchaser's evaluation of the information made available to the Purchaser. Purchaser is not relying upon any unwritten statements made by or on behalf of the Company in making this investment.
- l. Purchaser certifies, under penalties of perjury, (i) that the Federal taxpayer identification number shown on the signature page of this Agreement is true and complete and (ii) that the Purchaser is not subject to the backup withholding.
- m. The execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement will not conflict with, violate, or constitute an event of default under any contract or other instrument to which Purchaser is a party or by which the Purchaser is bound.
- n. Purchaser understands that the Units are not protected or insured by the Federal Deposit Insurance Corporation, Securities Investor Protection Corporation, or by any other government agency.
- o. Purchaser agrees and understands that all of the representations and warranties of the Purchaser set forth in this Agreement shall survive the acceptance of the Agreement by the Company.
- p. Purchaser understands that Purchaser is fully responsible for performing all due diligence procedures which Purchaser desires to undertake and that no one else has or will perform any due diligence review of Company on Purchaser's behalf. Purchaser specifically understands that no law firm or accounting firm retained by the Company (including

without limitation the Des Moines, Iowa law firm of Belin McCormick PC) has performed any due diligence review on Purchaser's behalf of any of the information which has been made available to Purchaser concerning the Company; therefore, Purchaser is not relying in any way upon the law firm of Belin McCormick PC with respect to Purchaser's decision whether to purchase the Units or whether to sign this Agreement and tender all other documents and funds necessary to acquire the Units.

- q. If subject to the Employee Retirement Income Security Act ("ERISA"), that the Purchaser is aware of and has taken into consideration the diversification requirements of Section 404(a)(3) of ERISA in determining to purchase Units and that the Purchaser has concluded that the purchase of Units is prudent.
- r. If the Purchaser is acquiring the Units in a fiduciary capacity, (i) the above representations, warranties, agreements, acknowledgements and understandings shall be deemed to have been made on behalf of the person or persons for whose benefit such Units is being acquired, and (ii) the name of such person or persons is indicated below under the Purchaser's name.
- s. That the Company may represent the information contained herein to such persons as it deems appropriate if called upon to verify the information provided or to establish the availability of an exemption from registration under the Securities Act, or any state or other securities statutes or regulations or if the contents are relevant to any issue in any action, suit or proceeding to which the Company may be a party.
- t. That the Purchaser consents and agrees to the Company obtaining background checks and other information regarding the Purchaser as the Company deems necessary or appropriate in connection with the Company's relationship with Purchaser and Purchaser agrees to cooperate with such activities undertaken by the Company.
- u. That the Purchaser is an individual or entity which meets the definition of an "accredited investor," as defined below. (Please initial the appropriate paragraph.)

_____ (i) A bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act (whether acting in its fiduciary or individual capacity);

_____ (ii) A broker dealer registered pursuant to Section 15 of the Exchange Act;

_____ (iii) An insurance company as defined in Section 2(13) of the Securities Act;

_____ (iv) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

_____ (v) 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;

_____ (vi) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;

_____ (vii) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited Purchasers;

_____ (viii) A private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

_____ (ix) An organization described in Section 501(c)(3) of the Internal Revenue Code, or any corporation, Massachusetts or similar business trust or partnership not formed for the specific purpose of acquiring the securities offered, and that has total assets in excess of \$5,000,000;

_____ (x) A manager or executive officer of the Company;

_____ (xi) A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds \$1,000,000 without counting such persons primary residence;

_____ (xii) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse 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;

_____ (xiii) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Units, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or

X (xiv) Other – Please provide the specific basis for qualification as an accredited Purchaser: The Purchaser is an entity in which all of the equity owners are accredited investors.

6. Company's General Representations and Warranties. In order to induce Purchaser to enter into this Subscription Agreement, Company represents, warrants, acknowledges and agrees that:

- a. Company has full corporate power and authority to enter into this Agreement.
- b. The Units being purchased by the Purchaser hereunder, when issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid, and non-assessable, provided that Purchaser has made complete payment therefore.
- c. Company agrees and understands that all of the representations and warranties of the Company set forth in this Agreement shall survive the execution of the Agreement by the Purchaser and acceptance of the Agreement by Company.

7. Indemnification. Purchaser recognizes that the offer and sale of the Units to Purchaser was and will be based upon the representations, warranties, acknowledgments and agreements of Purchaser contained in this Agreement and Purchaser hereby agrees to defend and indemnify the Company (and anyone acting on its behalf) with respect to the sale of the Units and Purchaser's purchase of the Units, and to hold each such person or entity harmless from and against all losses, liabilities, costs or expenses (including reasonable

attorney's fees) arising by reason of or in connection with any misrepresentation or any breach of such warranty by Purchaser, or arising as a result of the sale or distribution of the Units of the Purchaser in violation of the Securities Act, or any applicable state securities laws, or Purchaser's failure to fulfill any of Purchaser's covenants or agreement set forth herein. This Agreement and the representations, warranties, and agreements contained herein shall be binding upon the heirs, legal representatives, successors and assigns of Purchaser.

8. Notices. Any notice, demand or other communication which the Company may be required, or elect, to give to the Purchaser pursuant to this Agreement shall be sufficiently given if (a) deposited, postage prepaid, in a United States Mail letter box, registered or certified mail, return receipt requested, addressed to such address as Purchaser set forth at the end of this Agreement, or (b) delivered personally at such address.
9. Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.
10. Assignability. This Agreement is not transferable or assignable by the Purchaser.
11. Applicable Law and Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa applicable to contracts made to be performed entirely within such state. Purchaser and the Company further agree and consent that the sole and exclusive jurisdiction and venue for the resolution of any disputes regarding this Agreement shall be the Iowa District Court for Muscatine County.
12. Counterparts. This Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all of the parties, notwithstanding that all parties are not signatories to the same counterpart.
13. Gender. All pronouns contained herein and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties hereto may require.
14. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
15. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or other agreements except as stated or referred to herein.
16. Modification. Neither this Agreement nor any provisions hereof shall be modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

[Signature and Acceptance Pages Follow]

IN WITNESS WHEREOF, Purchaser has executed this Subscription Agreement as of the date indicated on the signature page hereof.

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

FORM OF OWNERSHIP (Check One)

<input checked="" type="checkbox"/> SEPARATE OR INDIVIDUAL (One Person or Entity Must Sign)	<input type="checkbox"/> TENANTS IN COMMON (All Persons Must Sign)
<input type="checkbox"/> JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (Both Persons Must Sign)	<input type="checkbox"/> COMMUNITY PROPERTY (Both Persons Must Sign)

(Please type or Print All Information)

- MHI Fund LLC
Name of Purchaser
- Iowa
State of Residence
- TOTAL PURCHASE PRICE: \$2,000,000.00
- Dated as of January 27, 2014.
- SIGNATURES - Execute appropriate line(s):

[Signature] Manager - President
Signature of Purchaser and title, if applicable

47-2867748
Purchaser's Social Security Number or Tax I.D. Number
under which the Units shall be registered

301 Iowa Ave STE 207
Purchaser's Mailing Address - Line 1

Purchaser's Mailing Address - Line 2

Muscatine, IA 52761
City State Zip

563.263.7058 563.263.6161
Home Telephone Number Business Telephone Number

Acceptance:

The Stanley Hotel and Conference Center LLC (the "Company") hereby accepts the above subscription tendered by the above-identified Purchaser.

THE STANLEY HOTEL AND CONFERENCE CENTER LLC

By: Rebecca Huse
Print Name: Rebecca Huse
Print Title: President

I.3: Chen Lujun (P.R. China Beijing)

Revised: 10.27.14 21:21

SUBSCRIPTION AGREEMENT
THE STANLEY HOTEL AND CONFERENCE CENTER LLC
(an Iowa limited liability company)

THE UNITS OF THE STANLEY HOTEL AND CONFERENCE CENTER LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. NO SUCH SHARES CAN BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH THE TERMS OF THIS SUBSCRIPTION AGREEMENT AND ALL APPLICABLE FEDERAL OR STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

1. Subscription. Subject to the terms and conditions in this Subscription Agreement ("Agreement"), the undersigned (the "Purchaser") hereby irrevocably subscribes for and agrees to purchase 4,000,000 membership units (the "Units") in The Stanley Hotel and Conference Center LLC, an Iowa limited liability company (the "Company"), for \$1.00 per Unit, for a total purchase price of \$4,000,000 (the "Purchase Price"). The Units and the Company are each more fully described in the Company's Private Placement Memorandum dated October 27, 2014 (the "Private Placement Memorandum"), and the sale and purchase of the Units is made subject to and in accordance with the disclosures set forth in the Private Placement Memorandum.

SUBJECT TO THE TERMS HEREOF, THIS AGREEMENT IS IRREVOCABLE AND REPRESENTS A BINDING COMMITMENT TO PURCHASE THE UNITS IN THE EVENT THE SUBSCRIPTION IS ACCEPTED BY THE COMPANY. THE UNITS ARE NOT DEPOSITS OR OBLIGATIONS OF OR GUARANTEED BY ANY DEPOSITORY INSTITUTION. THE UNITS ARE NOT INSURED BY THE FDIC OR ANY OTHER AGENCY AND ARE SUBJECT TO INVESTMENT RISKS INCLUDING THE POSSIBLE LOSS OF INVESTMENT.

2. Payment and Delivery of Documents. The Purchase Price shall be payable (i) Fifty Percent (50%) concurrently with the delivery of one executed original of this Agreement, such payment to be by wire transfer to an account specified by the Company (such amount to be held in escrow until execution of this Agreement by the Company), and (ii) Fifty Percent (50%) by wire transfer to an account specified by the Company at such time in the future stated by the Company in a fifteen-day notice delivered to Purchaser after execution of this Agreement. Upon acceptance of this Agreement by the Company, Purchaser agrees to sign the operating agreement of the Company in the form attached hereto as Exhibit A. In the event that the Company does not accept this Agreement on or before December 1, 2014 (subject to extension for 30 days at the option of the Company), the funds deposited in escrow by Purchaser shall be returned to Purchaser and the commitment of Purchaser hereunder shall terminate.
3. Acceptance or Rejection of Subscription. Purchaser acknowledges and agrees that this Agreement shall not be effective until accepted in writing by the Company and that the Company reserves the right to reject the Purchaser's subscription in whole or in part. Subscriptions may be rejected for failure to conform to the requirements of this Agreement, insufficient documentation, or for such other reason as the Company may determine, in its sole discretion, to be in the best interests of the Company. In the event of rejection of this subscription, Purchaser's payment will promptly be returned to Purchaser without deduction and this Agreement shall have no further force or effect.
4. Acceptance of Subscription; Final Payment. In the event Purchaser's subscription is accepted by the Company, Purchaser's Units shall be issued as specified by the Private Placement Memorandum and a fully executed copy of this Agreement shall be returned to the Purchaser. Any Units for which full payment is not received shall be subject to forfeiture. Units issued shall be evidenced by a certificate and the certificate shall bear a legend stating that the Units were sold in reliance upon an exemption from registration and that the Units are subject to forfeiture in the event that the full Purchase Price is not paid with respect thereto.

5. Purchaser's General Representations and Warranties. In order to induce the Company to accept this Subscription Agreement and as further consideration for such acceptance, Purchaser represents, warrants, acknowledges and agrees that:
- a. The Purchaser has received, read, understands and is familiar with the Private Placement Memorandum and related forms included as Exhibits to the Private Placement Memorandum and that such Purchaser does not need nor desire to have the same translated into any language other than English to facilitate such reading or understanding.
 - b. The Purchaser, in determining to purchase the Units, has relied solely upon the Private Placement Memorandum (including the exhibits thereto and the documents made available under and/or incorporated therein), the terms of this Agreement, and the advice of the Purchaser's legal counsel and accountants or other financial advisers with respect to the tax and other consequences involved in purchasing the Units.
 - c. The Purchaser has been encouraged to rely upon the advice of the Purchaser's legal counsel and accountants or other financial advisers with respect to the tax and other considerations relating to the purchase of the Units. Purchaser has had access, prior to sale of the Units, to all information necessary to enable Purchaser to evaluate the merits and risk of a prospective investment in the Company; and Purchaser has had the opportunity to ask questions of and receive answers from the Company's officers and directors about the Units and to obtain any additional information, to the extent that the Company possesses such information or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information to which the Purchaser has had access, and all questions raised by Purchaser have been answered to the full satisfaction of Purchaser.
 - d. Neither the Units or the offering of the Units have been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any applicable state securities laws, and the Units are being offered and sold in reliance upon exemptions provided in the Securities Act and rules and regulations promulgated thereunder, and applicable state securities laws and rules and regulations. Purchaser therefore makes the representations, declarations and warranties in this Agreement with the intent that the same may be relied upon by the Company in complying with such exemptions and in determining the suitability of the Purchaser as a purchaser of the Units. Purchaser understands that the Company has no obligations or intent to register the Units, or file the reports or make public the information required for the use of Rule 144 under the Securities Act. Purchaser further understands that no federal or state agency has recommended or endorsed the Units or made any finding or determination as to the fairness, accuracy or completeness of the offering of the Units or the Private Placement Memorandum.
 - e. Purchaser: (i) is acquiring the Units subscribed for herein for Purchaser's own account; for investment only; and not with a view to the distribution, resale or transfer hereof, and as the sole record and beneficial holder thereof; (ii) is acquiring such Units without any present intention of reselling or distributing such Units and (iii) agrees that the Units shall not be sold, pledged, hypothecated, donated or otherwise transferred whether or not for consideration, by Purchaser, except as permitted by the Company's operating agreement.
 - f. Purchaser understands and agrees that: (i) the effect of the foregoing subparagraph (e) is that Purchaser shall be restricted from selling or otherwise transferring or disposing of the Units, except pursuant to a registration statement filed by the Company and rendered effective under the Securities Act and applicable state securities laws, or at some indeterminate date in the future in accordance with an applicable exemption from registration which is the subject of a favorable legal opinion rendered by counsel

acceptable to the Company and shall not be in violation of any agreement between Purchaser and Company; and (ii) the Company has no legal obligation to include the Units in any registration statement to be filed under the Securities Act or applicable state securities laws.

- g. The Units have not been registered under the Securities Act or the securities laws of any state and are subject to substantial restrictions on transfer as described in the Private Placement Memorandum.
- h. There are substantial restrictions on the transferability of the Units and, accordingly, Purchaser will need to bear the economic risk of the investment in the Units for an indefinite period of time and will not be readily able to liquidate the investment, in the case of an emergency or otherwise.
- i. The Purchaser (i) can bear the economic risk of the purchase of the Units including the total loss of the Purchaser's investment and (ii) has knowledge and experience in business and financial matters, including the analysis of or participation in offerings of privately issued Units, as to be capable of evaluating the merits and risk of an investment in the Units, or that the Purchaser is being advised by others (acknowledged by the Purchaser as being the "Purchaser Representative(s)" of the Purchaser) such that they and the Purchaser together are capable of making such evaluation.
- j. Purchaser recognizes that the Units are a speculative investment which involve a high degree of financial risk, and there is no assurance of any economic, income or tax benefit from such investment.
- k. Except as set forth herein, no representations or warranties have been made to Purchaser by the Company or any officer, employee, agent or affiliate of the Company, and Purchaser's investment decision has been based solely upon Purchaser's evaluation of the information made available to the Purchaser. Purchaser is not relying upon any unwritten statements made by or on behalf of the Company in making this investment.
- l. Purchaser certifies, under penalties of perjury, (i) that the Federal taxpayer identification number shown on the signature page of this Agreement is true and complete and (ii) that the Purchaser is not subject to the backup withholding.
- m. The execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement will not conflict with, violate, or constitute an event of default under any contract or other instrument to which Purchaser is a party or by which the Purchaser is bound.
- n. Purchaser understands that the Units are not protected or insured by the Federal Deposit Insurance Corporation, Securities Investor Protection Corporation, or by any other government agency.
- o. Purchaser agrees and understands that all of the representations and warranties of the Purchaser set forth in this Agreement shall survive the acceptance of the Agreement by the Company.
- p. Purchaser understands that Purchaser is fully responsible for performing all due diligence procedures which Purchaser desires to undertake and that no one else has or will perform any due diligence review of Company on Purchaser's behalf. Purchaser specifically understands that no law firm or accounting firm retained by the Company (including without limitation the Des Moines, Iowa law firm of Belin McCormick PC) has

performed any due diligence review on Purchaser's behalf of any of the information which has been made available to Purchaser concerning the Company; therefore, Purchaser is not relying in any way upon the law firm of Belin McCormick PC with respect to Purchaser's decision whether to purchase the Units or whether to sign this Agreement and tender all other documents and funds necessary to acquire the Units.

- q. If subject to the Employee Retirement Income Security Act ("ERISA"), that the Purchaser is aware of and has taken into consideration the diversification requirements of Section 404(a)(3) of ERISA in determining to purchase Units and that the Purchaser has concluded that the purchase of Units is prudent.
- r. If the Purchaser is acquiring the Units in a fiduciary capacity, (i) the above representations, warranties, agreements, acknowledgements and understandings shall be deemed to have been made on behalf of the person or persons for whose benefit such Units is being acquired, and (ii) the name of such person or persons is indicated below under the Purchaser's name.
- s. That the Company may represent the information contained herein to such persons as it deems appropriate if called upon to verify the information provided or to establish the availability of an exemption from registration under the Securities Act, or any state or other securities statutes or regulations or if the contents are relevant to any issue in any action, suit or proceeding to which the Company may be a party.
- t. That the Purchaser consents and agrees to the Company obtaining background checks and other information regarding the Purchaser as the Company deems necessary or appropriate in connection with the Company's relationship with Purchaser and Purchaser agrees to cooperate with such activities undertaken by the Company.
- u. That the Purchaser is an individual or entity which meets the definition of an "accredited investor," as defined below. (Please initial the appropriate paragraph.)
 - _____ (i) A bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act (whether acting in its fiduciary or individual capacity);
 - _____ (ii) A broker dealer registered pursuant to Section 15 of the Exchange Act;
 - _____ (iii) An insurance company as defined in Section 2(13) of the Securities Act;
 - _____ (iv) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;
 - _____ (v) 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;
 - _____ (vi) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;

_____ (vii) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited Purchasers;

_____ (viii) A private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

_____ (ix) An organization described in Section 501(c)(3) of the Internal Revenue Code, or any corporation, Massachusetts or similar business trust or partnership not formed for the specific purpose of acquiring the securities offered, and that has total assets in excess of \$5,000,000;

_____ (x) A manager or executive officer of the Company;

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_____ (xi) A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds \$1,000,000 without counting such persons primary residence;

_____ (xii) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse 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;

_____ (xiii) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Units, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or

_____ (xiv) Other – Please provide the specific basis for qualification as an accredited Purchaser: _____

6. Company's General Representations and Warranties. In order to induce Purchaser to enter into this Subscription Agreement, Company represents, warrants, acknowledges and agrees that:
- a. Company has full corporate power and authority to enter into this Agreement.
 - b. The Units being purchased by the Purchaser hereunder, when issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid, and non-assessable, provided that Purchaser has made complete payment therefore.
 - c. Company agrees and understands that all of the representations and warranties of the Company set forth in this Agreement shall survive the execution of the Agreement by the Purchaser and acceptance of the Agreement by Company.
7. Indemnification. Purchaser recognizes that the offer and sale of the Units to Purchaser was and will be based upon the representations, warranties, acknowledgments and agreements of Purchaser contained in this Agreement and Purchaser hereby agrees to defend and indemnify the Company (and anyone acting on its behalf) with respect to the sale of the Units and Purchasers purchase of the Units, and to hold each such person or entity harmless from and against all losses, liabilities, costs or expenses (including reasonable

attorney's fees) arising by reason of or in connection with any misrepresentation or any breach of such warranty by Purchaser, or arising as a result of the sale or distribution of the Units of the Purchaser in violation of the Securities Act, or any applicable state securities laws, or Purchaser's failure to fulfill any of Purchaser's covenants or agreement set forth herein. This Agreement and the representations, warranties, and agreements contained herein shall be binding upon the heirs, legal representatives, successors and assigns of Purchaser.

8. Notices. Any notice, demand or other communication which the Company may be required, or elect, to give to the Purchaser pursuant to this Agreement shall be sufficiently given if (a) deposited, postage prepaid, in a United States Mail letter box, registered or certified mail, return receipt requested, addressed to such address as Purchaser set forth at the end of this Agreement, or (b) delivered personally at such address.
9. Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.
10. Assignability. This Agreement is not transferable or assignable by the Purchaser.
11. Applicable Law and Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa applicable to contracts made to be performed entirely within such state. Purchaser and the Company further agree and consent that the sole and exclusive jurisdiction and venue for the resolution of any disputes regarding this Agreement shall be the Iowa District Court for Muscatine County.
12. Counterparts. This Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all of the parties, notwithstanding that all parties are not signatories to the same counterpart.
13. Gender. All pronouns contained herein and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties hereto may require.
14. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
15. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or other agreements except as stated or referred to herein.
16. Modification. Neither this Agreement nor any provisions hereof shall be modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

[Signature and Acceptance Pages Follow]

Revised: 10.27.14 21/21

Acceptance:

The Stanley Hotel and Conference Center LLC (the "Company") hereby accepts the above subscription tendered by the above-identified Purchaser.

THE STANLEY HOTEL AND CONFERENCE CENTER LLC

By: Cheng Lijun ~~Rebecca Hall~~
Print Name: Cheng Lijun Rebecca Hall
Print Title: President

I.4: Kent Corporation

Note: Kent Corporation has verbally approved a \$2 million dollar investment to the Stanley Hotel & Conference Center for use in this project. The subscription documents are currently in review by their legal documents.

HIF LLC has guaranteed the \$2M in equity until such time that the Kent Feed Corporation Legal Department approves the subscription documents. See Exhibit I.1: Howe Investment Funds.