

FREEUP STORAGE HOUSTON PORTFOLIO LLC

SUBSCRIPTION AGREEMENT

Name of Subscriber, Entity, or Custodian: _____

This SUBSCRIPTION AGREEMENT (“Agreement”) is made by and between among FreeUp Storage Houston Portfolio, LLC a Delaware limited liability company (the “Company”), and the undersigned prospective investor who is subscribing for Company interests of the Company (“Interests”) pursuant to the Confidential Private Placement Memorandum dated June 27, 2025, including all exhibits thereto (the “Memorandum”). The Memorandum, along with the Operating Agreement, the Offering Memorandum (as applicable) and any other materials (collectively, the “Offering Materials”) have been distributed to a limited number of prospective investors in connection with a private offering of the Interests (the “Private Offering”).

Please read the Memorandum carefully before deciding to subscribe. The Offering described in the Memorandum (the “Offering”) is limited to investors who qualify as “Accredited Investors,” as that term is defined in Rule 501 of Regulation D under the Securities Act Of 1933, as amended.

Each Prospective Investor should examine the suitability of an investment in the Company in the context of his, her, or its own needs, investment objectives, and financial capabilities and should make his, her, or its own independent investigation and decision as to the suitability of the investment. Each Prospective Investor is also encouraged to consult with his, her, or its business or tax advisor regarding the risks and merits of an investment in the Company.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Memorandum.

In consideration of the Company’s agreement to sell the Interests to the undersigned on the terms and conditions summarized in the Memorandum, the undersigned agrees and represents as follows:

A. COMPLETION INSTRUCTIONS

1. **Read the Memorandum.** Read and request any additional information or documents you believe are necessary or advisable for you to understand the terms of the Offering, the proposed plan of business, and the risks of an investment in the Company.
2. **Read and Complete the Subscription Agreement.** This Subscription Agreement sets forth the terms and conditions you must agree to in order to subscribe for an Interest in the Company. All investors must acknowledge the terms and restrictions of the offering and make certain representations and warranties to the Manager. Please be aware that by signing the Subscription Agreement signature page you agree to be bound by the Subscription Agreement, if and when your subscription is accepted by the Manager¹.
3. **Provide Third-Party Verification of Accredited Investor Status.** Verify your status as an accredited investor by one of the following methods:
 - a. Obtain an accredited investor certification via the Spartan dashboard using the Verify Investor link which can be found after completing this document.

¹ The Manager reserves the right to withdraw the Offering, to sell all offered Interests, to sell more or less than the offered Interests, or terminate the Offering at any time.

- b. Alternatively, an investor may submit an accredited investor letter from a licensed professional which may be obtained from one of the following:
- 1) A registered broker-dealer, as defined in the Securities Exchange Act of 1934;
 - 2) An investment advisor registered with the Securities and Exchange Commission;
 - 3) A licensed attorney in good standing under the laws of the jurisdictions in which he or she is admitted to practice; or
 - 4) A certified public accountant registered and in good standing under the laws of his or her residence or principal office.

B. SUBSCRIPTION

1. The undersigned has received, read and fully understands the Memorandum and all of its Exhibits.
2. The undersigned is executing this Subscription Agreement: (A) on their own behalf, as a natural person, and has the legal capacity to execute, deliver and perform my obligations under this Subscription Agreement or (B) on behalf of a corporation, partnership, limited liability company, trust or other entity, and (i) such entity is duly organized, validly existing and in good standing under the laws of the jurisdiction where it was formed and is authorized by its governing documents to execute, deliver and perform its obligations under this Subscription Agreement and to become a limited partner of the Company, (ii) the undersigned has the full power and authority to execute and deliver this Subscription Agreement on behalf such entity and (iii) this Subscription Agreement, and such entity's execution hereof and performance of its obligations hereunder, has been duly authorized by all requisite corporate or other action by the entity.
3. The Company may reject any subscription in whole or in part or accept one subscription over another in any manner that it deems appropriate.
4. The undersigned has agreed to make the Capital Contribution indicated on the signature page of this Agreement. Promptly after the execution of this Agreement, the undersigned will make the capital contribution set forth on the signature page (the "Payment") by wire transfer to the Company's depository account. The undersigned further agrees to be bound by the terms of the Company Operating Agreement.
5. The undersigned understands and agrees that they may not assign this offer or, except as specifically permitted by law, revoke their subscription. The undersigned acknowledges that the Manager, in its sole and absolute discretion, has the unconditional right to accept or reject this subscription, in whole or in part.
6. The undersigned understands that the Payment will be held for the undersigned's benefit in a depository account pending the Company's acceptance of at least \$1,000,000 (the "Minimum Offering Amount") in initial subscriptions. The Payment will be returned promptly if the undersigned's subscription is rejected for any reason or if the Company does not raise the Minimum Offering Amount. Upon the Company's acceptance of subscriptions totaling at least the Minimum Offering Amount, funds relating to subscription agreements accepted by the Company will be available for use by the Company and the respective subscribers will become Members of the Company. The offer and issuance of the Interests is being undertaken on a "best efforts" basis exclusively by the Company.

7. Concurrent with executing and delivering this Agreement, the undersigned agrees to execute a Joinder to the Company Operating Agreement in substantially the form attached as Exhibit B to the Company Operating Agreement.

C. REPRESENTATIONS AND WARRANTIES

The undersigned represents and warrants to the Company as follows:

1. The Interests are being purchased for the undersigned's own beneficial account, for investment purposes only, not for the account of any other person and not with a view to distribution, assignment, or resale of the Interests to others. The undersigned will not sell, hypothecate, or otherwise transfer the undersigned's Interests without the consent of the Manager. The undersigned understands that the Interests have not been registered under the Act, or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of other representations made by the undersigned in this Agreement. The undersigned understands that the Company is relying upon the representations and agreements contained in this Agreement and the Offering Materials for the purpose of determining whether this transaction meets the requirements for such exemptions.
2. The undersigned has been furnished with and has carefully read the Offering Materials, and the undersigned is familiar with and understands the terms of this Private Offering and the proposed activities of the Company. The undersigned has been afforded the opportunity to discuss this Private Offering and the proposed activities of the Company with representatives of the Company and the Manager. In evaluating the suitability of an investment in the Interests, the undersigned has not relied on any representations or other information (whether oral or written) from the Company or any person acting on its behalf other than as set forth in the Memorandum. With respect to tax and other economic considerations involved in this investment, the undersigned is not relying on any advice or opinions from the Company or any person acting on its behalf. The undersigned has carefully considered and has, to the extent the undersigned believes appropriate, discussed with the undersigned's legal, tax, accounting, and financial advisors the suitability of an investment in the Interests for the undersigned's particular tax and financial situation and has determined that the Interests for which the undersigned is subscribing are a suitable investment.
3. The Company has made available to the undersigned all documents and information that the undersigned has requested relating to an investment in the Interests.
4. The undersigned will indemnify and hold harmless the Company, its Manager, and any, officer, manager, member, control person, agent, or representative of the Company, or the Manager who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of or arising from (i) any breach of the undersigned's warranties, covenants, or agreements set forth in this Agreement; (ii) any resale or redistribution of the Interests by the undersigned in violation of the Company Agreement or applicable law; or (iii) any actual or alleged misrepresentation or misstatement of facts or omission to represent or state facts by the undersigned to the Company concerning the undersigned or the undersigned's financial position, including without limitation any misrepresentation, misstatement, or omission submitted by the undersigned, against losses, liabilities, and expenses for which any such indemnified person has not otherwise been reimbursed (including attorney fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by the Company, its Manager, or such person in connection with such action, suit, or proceeding.

D. ACKNOWLEDGEMENTS

The undersigned understands and agrees with the Company as follows:

1. The undersigned understands that no state or federal governmental authority has approved or disapproved of the Interests, reviewed or passed on the accuracy or adequacy of the Memorandum or made any finding or determination relating to the fairness of an investment in the Company and that no state or federal governmental authority has recommended or endorsed or will recommend or endorse the Interests.
2. The offering and sale of the Interests is intended to be exempt from registration under the Act, by virtue of section 4(a)(2) and the provisions of Regulation D promulgated under the Act. The Company is under no obligation to register the Interests on behalf of the undersigned or to assist the undersigned in complying with any exemption from registration in connection with any transfer of the Interests which the undersigned may propose.
3. There is no public or other market for the Interests and no such public or other market is expected to develop. No assignment, sale, transfer, exchange, or other disposition of the Interests can be made without the Manager's consent.
4. The undersigned understands that an investment in the Company involves substantial risk, and the undersigned are fully aware of and understand all of the risk factors relating to the investment, including, but not limited to, the risks set forth in the "RISK FACTORS" section of the Memorandum.
5. If written certificates representing the Interests are issued, such certificates will contain or be endorsed with a legend in substantially the following form:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT OF 1933, APPLICABLE STATE SECURITIES LAWS, AND THE APPLICABLE RULES AND REGULATIONS THEREUNDER.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND OF THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE INTERESTS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE

6. The undersigned agrees to hold harmless and indemnify the Company from any and all consequences arising from such false or misleading information provided by the undersigned.
7. The undersigned acknowledges that, notwithstanding any provision to the contrary in any agreement or document related to this Offering, including, but not limited to, offering memoranda, and any other related documents, Members do not forfeit any rights they have through state and federal securities laws by participating in this Offering and investing in the Company.

E. MISCELLANEOUS

1. The undersigned has provided their correct Taxpayer Identification Number in the attached Form W-9, and they are not subject to backup withholding as a result of a failure to report all interest or dividends (or the Internal Revenue Service has notified them that they are no longer subject to back-up withholding).
2. If subject to the Employee Retirement Income Security Act of 1974 (“ERISA”), the undersigned is aware of, and have taken into consideration, the diversification requirements of Section 404(a)(3) of ERISA in determining to invest in the Company and have concluded that such investment is prudent and not a non-exempt “prohibited transaction” within the meaning of Section 406 of ERISA and Section 4975(c) of the Internal Revenue Code of 1986 (the “Code”).
3. Neither this Agreement nor any provision of it may be waived, modified, changed, discharged, terminated, revoked, or canceled except by an instrument in writing signed by the party against whom any such change, discharge, or termination is sought. Any such modifications, changes, discharges, terminations, revocations, or cancellations must also be approved in writing by the Manager.
4. The undersigned has had the opportunity to ask questions of, and receive answers from, the Company and the Manager, and their respective principals, concerning the Company, the Manager, the respective affiliates of each of the foregoing entities, the Interests and the terms and conditions of the Offering, and to obtain any additional information deemed necessary to verify the accuracy of the information contained in the Memorandum, to the extent possessed by the Manager or obtainable by it without unreasonable effort or expense. The undersigned has been provided with all materials and information requested, including any information requested to verify any information furnished to the undersigned.
5. This Agreement will be enforced, governed, and construed in all respects in accordance with the laws of the State of Delaware. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision will be deemed inoperative to the extent that it may conflict with the statute or rule of law and will be deemed modified to conform with the statute or rule of law. Any provision of this Agreement that proves invalid or unenforceable under any law will not affect the enforceability of the remainder of this Agreement.
6. All information that the undersigned has provided to the Manager, including such information contained on this Subscription Agreement, is complete, accurate and correct as of its date and may be relied on by the Company and the Manager in connection with their investment. The undersigned hereby agrees to notify the Company and the Manager immediately of any material change in any of that information occurring before the acceptance of this Subscription Agreement.

This Agreement constitutes the entire agreement among the parties with respect to the subject matter and may be amended only by a writing executed by the parties.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on this _____.

Investment Amount: \$ _____

Class of Interests subscribed to:

- ☐ Class A Units (\$100K minimum)
- ☐ Class B Units (\$1MM minimum)
- ☐ Class C Units (\$2MM minimum)
- ☐ Class X Units (\$6MM minimum)

Name of Subscriber, Entity, or Custodian: _____

Read and Approved By *(both individuals should sign if held jointly):*

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Accepted on _____ **by:** FreeUp Storage Houston Portfolio, LLC

By: Spartan Investment Group, LLC its Manager

By: _____

Name: Ryan Gibson

Title: President & Chief Investment Officer

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Company Operating Agreement, dated June 20, 2025, as amended from time to time (the “*Operating Agreement*”), by and among FreeUp Storage Houston Portfolio, LLC, a Delaware limited liability company (the “*Company*”), Spartan Investment Group, LLC, a Delaware limited liability company (the “*Manager*”), the existing members, and each of those parties listed on the signature pages of the Operating Agreement or who agree to be bound by the Operating Agreement by way of this joinder agreement (the “*Joinder*”).

The undersigned hereby acknowledges that it has received and reviewed a complete copy of the Operating Agreement and agrees that upon execution of this Joinder, such Person shall become a party to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms, and conditions of the Operating Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto and shall hold their Membership Interests in the Class of Units selected below:

_____ Class A
_____ Class B
_____ Class C
_____ Class X

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____.

Signed: _____

Name: _____

Title: _____

Accepted by:

Spartan Investment Group, LLC a Delaware limited liability company, Company Manager

By: _____

Name: Ryan Gibson

Title: President & Chief Investment Officer