



THE WYOMING RESERVE

INVESTOR APPLICATION AND SUBSCRIPTION AGREEMENT

OFFERING II - SHARES OF COMMON STOCK IN THE WYOMING RESERVE OPPORTUNITY ZONE FUND CORPORATION

Please carefully read the Private Placement Memorandum dated August 1, 2025 and all exhibits and supplements thereto (the "Private Placement Memorandum") for the sale of shares of common stock (the "Shares") in The Wyoming Reserve Opportunity Zone Fund Corporation, a Wyoming Corporation (referred to herein as the "Company" or "THE COMPANY"), before deciding to invest.

AS A PROSPECTIVE INVESTOR IN THE SHARES, YOU SHOULD EXAMINE THE SUITABILITY OF THIS TYPE OF INVESTMENT IN THE CONTEXT OF YOUR OWN NEEDS, INVESTMENT OBJECTIVES, AND FINANCIAL CAPABILITIES, AND YOU SHOULD MAKE YOUR OWN INDEPENDENT INVESTIGATION AND DECISION AS TO SUITABILITY AND AS TO THE RISK AND POTENTIAL GAIN INVOLVED. ALSO, AS A PROSPECTIVE INVESTOR IN THE SHARES YOU ARE ENCOURAGED TO CONSULT WITH YOUR ATTORNEY, ACCOUNTANT, FINANCIAL CONSULTANT, OR OTHER BUSINESS OR TAX ADVISOR REGARDING THE RISKS AND MERITS OF THE PROPOSED INVESTMENT.

INVESTMENT TYPE (select one)

ACCOUNT TYPE (select one)

Initial Investment (\$50,000 minimum investment amount)

Brokerage Account

Advisory Account**Not all B/Ds are eligible. To confirm eligibility for THE COMPANY, call THE COMPANY, Call Center 847-265-5000

Additional Purchase (\$50,000 minimum investment amount)

Registered Investment Adviser (unaffiliated)

Other (discuss with your B/D or THE COMPANY, contact if applicable)

ACCREDITED INVESTORS

This offering is limited to investors who certify that they meet all of the suitability requirements set forth in the Private Placement Memorandum for the purchase of the Shares. If you meet these qualifications and desire to purchase Shares, please complete, sign, and deliver this Subscription Agreement by email: compliance@GLFSI.com or mail (below) and make payment as follows:

Make Checks Payable To: "The Wyoming Reserve Opportunity Zone Fund Corporation" or to the custodian of record for qualified plan or brokerage account investments.

Payments By WIRE TRANSFER To:

Payments By STANDARD MAIL To:

Make Payments By OVERNIGHT MAIL To:

Bank: UMB Bank

Bank Address: 928 Grand Blvd.

Kansas City, MO 64106

ABA/RTN: 101000695

Acct: 9872747011

Acct Name: FBO: THE WYOMING RESERVE

OPPORTUNITY ZONE FUND

CORPORATION

FBO: Investor Name: _____

THE WYOMING RESERVE OPPORTUNITY ZONE FUND CORPORATION

C/O Great Lakes Fund Solutions, Inc

500 Park Avenue

Suite 114

Lake Villa, IL 60046

Telephone: (847) 265-5000

Fax: (847) 265-1472

Email Subscription Agreement documents to:

email: compliance@GLFSI.com

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Email Subscription Agreement documents to:

email: compliance@GLFSI.com

Upon receipt of this signed Subscription Agreement, verification of your investment qualifications, and acceptance by THE COMPANY, THE COMPANY will notify you of receipt and acceptance of your subscription. THE COMPANY reserves the right, in its sole discretion, to accept or reject your subscription, in whole or in part, for any reason whatsoever. Any subscription application not accepted within 45 days of receipt shall be deemed rejected. If your subscription is rejected in whole, your payment will be returned to you, in full, without interest, and this Subscription Agreement shall be terminated and of no further effect. If we accept only a portion of your subscription, we will return the balance of your subscription payment without interest. Any questions about subscriptions should be directed to THE COMPANY Investor Relations at 847-265-5000.

Important Note: The person or entity actually making the decision to invest in Shares should complete and execute this Subscription Agreement.

ACCEPTABLE FORMS OF PAYMENT

- A. Wire transfers
- B. Pre-printed personal checks
- C. Business checks when applied to company/corporate account
- D. Trust checks for trust accounts
- E. Custodial checks for IRA accounts
- F. Checks endorsed from other investment programs will be accepted if they meet the minimum investment requirement

WE CANNOT ACCEPT: Cash, cashier's checks/official bank checks, foreign checks, money orders, third party checks, temporary/starter checks, or traveler's checks.

If a check received from an investor is returned for insufficient funds or otherwise not honored, the Company, or its agent, may return the check with no attempt to redeposit. In such event, any issuance of the shares or declaration of distributions on shares may be rescinded by the Company. the Company may reject any application, in whole or in part, in its sole discretion.

PLEASE NOTE: Because of our anti-money laundering policies, if the investor's name used in this Subscription Agreement/Signature Page does not match the Payer printed on the form(s) of payment, we may request documents or other evidence as we may reasonably require in order to correlate the investor's name to the Payer on the form(s) of payment.



INVESTOR APPLICATION AND SUBSCRIPTION AGREEMENT

ALL INVESTORS MUST COMPLETE THIS FORM

SHARES OF COMMON STOCK IN THE WYOMING RESERVE OPPORTUNITY ZONE FUND CORPORATION

YOUR INVESTMENT: \$ Total purchase amount at the Share price set forth in the Private Placement Memorandum. Any fractional shares of Common Stock to be issued to the investor upon payment thereof shall be rounded down to the nearest one hundredth. \$ Share Price (date:)

You understand and agree that your purchase is subject to the terms, conditions, acknowledgments, representations, and warranties stated herein and in the Private Placement Memorandum. You understand that if you wish to purchase Shares, you must complete this Subscription Agreement and submit the total purchase amount.

Method of Payment:

- Funds Enclosed Funds Wired Issued By Custodian Asset Transfer: Asset transfer form sent to transferring institution.

Discount and Waivers of the Applicable Dealer Manager Fee and/or Commissions (if any):

Registered Investment Advisors (RIA) — Waiver of Commission Only:

If this box is checked, selling commissions will be waived for one of the following (check one):

- If an RIA has introduced a sale and the RIA is affiliated with a Broker-Dealer, the selling commissions will be waived if the sale is conducted by the RIA in his or her capacity as a Registered Representative of a Broker-Dealer. If an RIA has introduced a sale and the RIA is not affiliated with a Broker-Dealer, the selling commissions will be waived if the sale is made pursuant to a RIA Selling Agreement.

Registered Representative — Waiver or Reduction of Commission

Waiver of Commission and Dealer Manager Fee:

Please check this box only if you are eligible for a waiver of selling commission and dealer manager fee, as allowed by participating Broker-Dealer.

Waivers of selling commissions and dealer manager fees are generally only available for purchases made by:

- (i) a participating Broker-Dealer or Registered Representative of a participating Broker-Dealer for his, her, or its (a) own account, IRAs, or other retirement plans, or (b) immediate family members and their IRAs or other retirement plans; (ii) a participating Registered Investment Advisor (RIA) for his, her, or its (a) own account, IRAs, or other retirement plans, or (b) immediate family members and their IRAs or other retirement plans (in this case, this Subscription Agreement must be signed by the participating Registered Investment Advisor); or (iii) (a) our directors and officers, or (b) directors, officers, and employees of our advisor or its affiliates, including sponsors and consultants.

If for a family member pursuant to (i)(b) or (ii)(b) above, indicate relationship and name of relative:

INVESTOR INFORMATION:

SECTION (a)

NAME OF INVESTOR, TRUSTEE, OR AUTHORIZED SIGNER (REQUIRED) Mr. Mrs. Ms. Other

Input field for Name of Investor, Trustee, or Authorized Signer

Input field for Name of Joint Investor

Input field for Name of Trust, Business, or Plan

Input field for Name of Trust, Business, or Plan

SECTION (b)

INVESTOR, TRUSTEE, OR AUTHORIZED SIGNER'S STREET ADDRESS (REQUIRED) - NO P.O. BOX

Input field for Street Address

Input fields for City, State, and ZIP Code

Input fields for Home Phone, Business Phone, and Phone Extension

Input fields for Home Phone, Business Phone, and Phone Extension

SECTION (c)

ALTERNATE MAILING ADDRESS OR P.O. BOX

Input field for Alternate Mailing Address

Input fields for City, State, and ZIP Code

Input fields for City, State, and ZIP Code

SECTION (d)

INVESTOR DATE OF BIRTH (TRUST OR ENTITY DATE) (REQUIRED)

Input field for Investor Date of Birth

JOINT INVESTOR / AUTHORIZED SIGNER DATE OF BIRTH (MM/DD/YYYY)

Input field for Joint Investor / Authorized Signer Date of Birth

ENTITY TAX ID # (If Applicable)

Input field for Entity Tax ID #

INVESTOR SSN (REQUIRED)

Input field for Investor SSN

JOINT INVESTOR / AUTHORIZED SIGNER SSN

Input field for Joint Investor / Authorized Signer SSN

EMAIL ADDRESS

Input field for Email Address

SECTION (e)

Please indicate Citizenship Status (REQUIRED): if a box is not checked, then you are certifying that you are a U.S. citizen.

- U.S. Citizen Resident Alien Non-Resident Alien* - Country of Origin

*If non-resident alien, investor must submit the appropriate W-8 form (W-8BEN, W-8ECI, W-8EXP, or W-8IMY) in order to make an investment.

Please attach acceptable form of Government Issued ID (i.e., Drivers License, US Passport or Passport Card, State Identification (ID) card, US Military Card, etc.)



ELECTRONIC DELIVERY OF REPORTS AND UPDATES

Instead of receiving paper copies of the Private Placement Memorandum, Private Placement Memorandum supplements, annual reports, proxy statements, charter, bylaws, sales materials, this Subscription Agreement, and applicable exhibits, and any other stockholder communications and reports (including, but not limited to, those specified in this sentence), I (a) authorize THE COMPANY and consent to electronic delivery of this Subscription Agreement, the Confidential Private Placement Memorandum, and any other stockholder communications and reports delivered therewith, and (b) authorize THE COMPANY to electronically deliver to me all stockholder communications and reports from THE COMPANY. In making this authorization, I hereby consent for THE COMPANY to electronically send me stockholder communications and reports, including my account-specific information, by either (i) emailing stockholder communications and reports to me directly, (ii) making stockholder communications and reports available on THE COMPANY's website and notify me by email or mail when and where such documents are available, or (iii) providing a copy of the stockholder communications and reports, or links to such stockholder communications and reports, to me on a CD, USB drive, or other electronic medium mailed to my address of record, or sent by other means of electronic delivery.

(You must provide an e-mail address if you choose this option.) E-mail address: []

FORM OF OWNERSHIP: Non-Custodial Ownership

- Individual, Pension, Profit Sharing Plan, or 401K, Corporation, S-Corp, C-Corp, Joint Tenants with Right of Survivorship, Tenants in Common, Community Property, Trust, Uniform Gift to Minors Act / Uniform Transfers to Minors Act, Partnership or LLC Partnership or Operating Agreement, Other: (Specify) Include any pertinent documents

Custodial Ownership - Send all paperwork directly to the custodian.

- IRA (Type), Qualified Pension or Profit Sharing Plan, Non-Qualified Custodian Account, Other: []

NAME OF CUSTODIAN OR TRUSTEE [] Inherited/Beneficiary IRA - Deceased's Name (required) []
MAILING ADDRESS []
CITY [] STATE [] ZIP CODE []
BUSINESS PHONE []
CUSTODIAN TAX ID [] CUSTODIAN ACCOUNT # []
NAME OF CUSTODIAN OR OTHER ADMINISTRATOR []

Custodian Medallion Signature Guarantee [] SIGNATURE OF CUSTODIAN (IF APPLICABLE) [] DATE (REQUIRED) []
(MUST BE SIGNED BY CUSTODIAN OR TRUSTEE IF IRA OR QUALIFIED PLAN OR NON-QUALIFIED CUSTODIAL ACCOUNT IS ADMINISTERED BY A THIRD PARTY)

DISTRIBUTION OPTIONS:

All distributions for custodial accounts will be sent to the custodian [] Checking [] Savings [] Brokerage or Custodial Account

Instructions for Cash Portion of Distributions (Check One):

- Via Direct Deposit (ACH), Checking (must enclose voided check), Savings (verification from bank must be provided), Mail to Alternate Address (Specify Below), Mail to Street Address



(MUST ENCLOSE A VOIDED CHECK OR VERIFICATION FROM BANK)

Cash Distributions Directed To:

NAME OF BANK, BROKERAGE FIRM, OR INDIVIDUAL []
ALTERNATE ADDRESS (OPTIONAL) []
CITY [] STATE [] ZIP CODE []
BANK ABA# (FOR ACH ONLY) [] ACCOUNT # []

AUTOMATED CLEARING HOUSE (ACH): I (we) hereby authorize THE COMPANY to deposit distributions from my (our) Shares of THE COMPANY into the account listed on the voided check or bank verification provided above (the "Bank Account"). I (we) further authorize THE COMPANY to debit my (our) Bank Account in the event that THE COMPANY erroneously deposits additional funds into my (our) Bank Account to which I am (we are) not entitled, provided that such debit shall not exceed the original amount of the erroneous deposit. In the event that I (we) withdraw funds erroneously deposited into my (our) Bank Account before THE COMPANY reverses such erroneously deposited amount, I (we) agree that THE COMPANY has the right to retain any future distributions to which I am (we are) entitled until the erroneously deposited amount is recovered by THE COMPANY.

**SUBSCRIBER CERTIFICATIONS AND SIGNATURES:**

- By signing below, the undersigned confirms by its signature that it (i) has reasonable grounds to believe that the information and representations concerning the investor(s) identified herein are true, correct and complete in all respects; (ii) has verified that the form of ownership selected is accurate and, if other than individual ownership, has verified that the individual executing on behalf of the investor(s) is properly authorized and identified; (iii) has discussed such investors' prospective purchase of shares with such investor(s); (iv) has advised such investor(s) of all pertinent facts with regard to the liquidity and marketability of the shares; (v) has delivered the Private Placement Memorandum and related amendments and supplements, if any, to such investor(s); (vi) no sale of shares shall be completed until at least five business days after the date the investor(s) receives a copy of the Confidential Private Placement Memorandum, as amended or supplemented; and (vii) has reasonable grounds to believe that the purchase of shares is a suitable investment for such investor(s), that such investor(s) meets the Suitability Standards applicable to such investor(s) set forth in the Private Placement Memorandum (as amended or supplemented as of the date hereof), and that such investor is in a financial position to enable such investor to realize the benefits of such an investment and to suffer any loss that may occur with respect thereto. The above-identified entity, acting in its capacity as agent, financial advisor or investor representative, has performed functions required by federal and state securities laws and, as applicable, FINRA rules and regulations, including, but not limited to Know Your Customer, Suitability and PATRIOT Act (AML, Customer Identification) as required by its relationship with the investor(s) identified on this document. By checking the Net of Commission Purchase, Wrap Fee Agreement or Registered Investment Advisor box in Section 1, you affirm that in accordance with the Private Placement Memorandum (i) this investment meets applicable qualifying criteria, and (ii) fees due are reduced or waived as disclosed therein
- By signing below, you also acknowledge, (i) You should not expect to be able to sell your Shares regardless of how we perform; (ii) The Company will under their repurchase policy, repurchase a limited of shares and/or you may be able to sell your shares after the initial two year hold period from date of issue. Written repurchase requests will be honored by the Company subject to any contractual obligations, the terms of preferred stock, and provided The Company is not insolvent or will not be rendered insolvent by the repurchase. It is possible that you will receive less than your purchase price; (iii) Our Shares are not listed on any securities exchange and we do not expect a secondary market in the Shares to develop (iv) You should consider that you may not have access to the money you invest for an indefinite period of time; (v) Because you will be unable to sell your Shares (except pursuant to any periodic Fund repurchases), you may be unable to reduce your exposure in any market downturn; (vi) the Company may pay distributions from sources other than earnings which may affect future distributions; (vii) The amount of distributions, if any, are uncertain and at the discretion of the Company's board of directors; (viii) An investment in our Shares is not suitable for you if you need short-term liquidity; (ix) Our distributions may be funded from unlimited amounts of offering proceeds or borrowings, which may constitute a return of capital and reduce the amount of capital available to us for investment. Any capital returned to stockholders through distributions will be distributed after payment of fees and expenses.
- Signing below constitutes as a joinder to the shareholders agreement, agreeing and consenting to be bound by the terms and conditions of the Shareholders Agreement outlined in the Private Placement Memorandum and that such joinder is binding with respect to the Shares any and all securities of the Company you currently hold and any other securities of the Company you may acquire hereafter.
- By signing below, you confirm that: (i) I/we have received the Private Placement Memorandum (as amended or supplemented) for the Company at least four business days prior to the date hereof; (ii) I (we) acknowledge that shares of this offering are illiquid and appropriate only as long-term investment; and (iii) I (we) represent that I am (we are) either purchasing the shares for my (our) own account, or if I am (we are) purchasing shares on behalf of a trust or other entity of which I am (we are) a trustee or authorized agent, I (we) have due authority to execute this investor application and do hereby legally bind the trust or other entity of which I am (we are) trustee or authorized agent.
- By signing below, I (we) confirm that, to the extent possible, I (we) would like to receive stockholder communications electronically (including, but not limited to, proxy materials, annual and semi-annual reports, investor communications, account statements, tax forms and other required reports) and consent to stop delivery of the paper versions. I (we) acknowledge that I (we) will not receive paper copies of stockholder communications unless (i) I (we) change or revoke my (our) election at any time by notifying the Company at the number below, (ii) my (our) consent is terminated by an invalid email address; or (iii) I (we) specifically request a paper copy of a particular stockholder communication, which I (we) have the right to do at any time.

I (we) further agree that by consenting to electronic delivery for one product, the delivery preferences for my other investment products or share classes serviced by US Bank, N.A. will also be affected and changed to electronic delivery. I (we) have provided a valid email address and if that email address changes, I (we) will send a notice of the new address by contacting The Wyoming Reserve Opportunity Zone Fund Corporation at 847-265-5000. I (we) understand that any changes to my (our) election may take up to 30 days to take effect and that I (we) have the right to request a paper copy of any electronic communication by contacting The Wyoming Reserve Opportunity Zone Fund Corporation at 847-265-5000.

The electronic delivery service is free; however, I (we) may incur certain costs, such as usage charges from an Internet service provider, printing costs, software download costs or other costs associated with access to electronic communications. I (we) understand this electronic delivery program may be changed or discontinued and that the terms of this agreement may be amended at any time. I (we) understand that there are possible risks associated with electronic delivery such as emails not transmitting, links failing to function properly and system failures of online service providers, and that there is no warranty or guarantee given concerning the transmissions of email, the availability of the website, or information on it, other than as required by law.

TAXPAYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER CERTIFICATION (required):

By signing below, under penalties of perjury, I certify that (1) the number shown on this Subscription Agreement is my correct taxpayer identification number (or I am waiting for a number to be issued to me), (2) I am not subject to backup withholding because I am exempt from backup withholding, I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding, (3) I am a U.S. person (including a U.S. resident alien), unless I have otherwise indicated herein, and (4) I am a not subject to FATCA withholding.

Certification instructions. You must cross out certification (2) in the previous paragraph if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

I understand that I will not be admitted as a stockholder until my investment has been accepted. Depositing of my check alone does not constitute acceptance. The acceptance process includes, but is not limited to, reviewing the Subscription Agreement for completeness and signatures, conducting an Anti-Money Laundering check as required by the USA PATRIOT Act, and depositing funds.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.



SUBSCRIBER CERTIFICATIONS AND SIGNATURES (CONTINUED):

Bad Actor Representations

Please select the "True" box if any of the following statements is true with respect to the Subscriber or any beneficial owner of the Subscriber that has, or shares, the power to vote or dispose of an interest in the Company¹ or the "False" box if it is not true.

- 1. (True/False) Has been convicted, within the prior ten years of any felony or misdemeanor: (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the SEC; or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities.
2. (True/False) Is or ever has been subject to any order, judgment or decree of any court of competent jurisdiction, entered within the prior five years, that restrains or enjoins it or him/her from engaging or continuing to engage in any conduct or practice: (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the SEC; or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities.
3. (True/False) Is or ever has been subject to a final order of a U.S. state securities commission (or an agency or officer of a U.S. state performing like functions); a U.S. state authority that supervises or examines banks, savings associations, or credit unions; a U.S. state insurance commission (or an agency or officer of a state performing like functions); an appropriate U.S. federal banking agency; the U.S. Commodity Futures Trading Commission (the "CFTC"); or the U.S. National Credit Union Administration that: (A) bars it or him/her from: (1) association with an entity regulated by such commission, authority, agency, or officer; (2) engaging in the business of securities, insurance or banking; or (3) engaging in savings association or credit union activities; or (B) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within the last ten years.
4. (True/False) Is or ever has been subject to an order of the SEC entered pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Advisers Act, that, (A) suspends or revokes its or his/her registration as a broker, dealer, municipal securities dealer or investment adviser; (B) places limitations on its or his/her activities, functions or operations; or (C) bars it or his/her from being associated with any entity or from participating in the offering of any penny stock.
5. (True/False) Is or ever has been subject to any order of the SEC entered within the last five years that orders it or him/her to cease and desist from committing or causing a violation or future violation of: (A) any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, and 17 CFR 240.10b-5, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Advisers Act, or any other rule or regulation thereunder; or (B) Section 5 of the Securities Act.
6. (True/False) Is or ever has been suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade.
7. (True/False) Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within the prior five years, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued.
8. (True/False) Is or ever has been subject to a United States Postal Service false representation order entered within the last five years, or a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

Anti-Money Laundering Representations

The Subscriber hereby represents, warrants, and certifies to the Company and hereby agrees, as follows:

The Subscriber should check the website of the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at

http://www.treas.gov/offices/enforcement/ofac/ (the "OFAC Website") before making the following representations and agreements.

- A. The Subscriber acknowledges that the Company prohibits investments in the Company by or on behalf of the following persons or entities (each, a "Prohibited Investor") and represents that none of it, any person controlling or controlled by it, or any of its beneficial owners, is a Prohibited Investor:
i. A country, territory, individual or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, which is available through the OFAC Website;
ii. An individual who resides in or is a citizen of, or an entity that maintains a place of business in, or any person whose funds are transferred from or through a country subject to any sanctions program administered by OFAC, a list of which is available through the OFAC Website; and
iii. A "Foreign Shell Bank" as defined in the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, as amended, which generally means a non-U.S. bank that does not conduct banking operations at a physical location.
B. The investment was not, is not and will not directly or indirectly be derived from, or related to, any activities that contravene or may contravene applicable laws and regulations, including applicable anti-money laundering laws and regulations. No consideration that the Subscriber has contributed or will contribute to the Company shall cause the Company or any entity that maintains a bank account for the Company to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001.
C. The Subscriber shall promptly on demand provide any information and execute and deliver any documents as the Company or any of its respective affiliates or agents may request to verify the identity and source of funds of the Subscriber in accordance with applicable legal and regulatory requirements relating to anti-money laundering including, without limitation, the Subscriber's anti-money laundering policies and procedures, background documentation relating to the Subscriber's directors, trustees, settlors, beneficial owners and/or control persons, and audited financial statements, if any.
D. None of the Subscriber, any of its affiliates, or any of their beneficial owners is a person or entity listed in Executive Order 13224 Blocking Terrorist Property And Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism or the Annex thereto (the "Annex"), as published at http://treas.gov/offices/enforcement/ofac/programs/ on the date hereof, and as updated from time to time by OFAC. Furthermore, neither the Subscriber nor

1 The holder of Shares in the Company should answer the questions with respect to itself and each other person that has, or shares, directly or indirectly, the power to vote or dispose of such Shares as interpreted by Rule 13d-3 under the Securities Act.



- any of its affiliates is an agent or intermediary for any entity or person listed in the Annex. The Subscriber will also take reasonable steps to ensure that its affiliates and any parties for which it is acting as an agent or intermediary are not listed in the Annex.
- E. The Subscriber acknowledges that United States federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals identified on the OFAC Website.¹ In addition, the programs administered by OFAC ("**OFAC Programs**") prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists. The Subscriber represents and warrants that, to the best of its knowledge and belief, none of (i) the Subscriber; (ii) any person controlling or controlled by the Subscriber; (iii) if the Subscriber is a privately held entity, any person having beneficial ownership of the Subscriber; or (iv) any person for whom the Subscriber is acting as agent or nominee in connection with this subscription (collectively, the "**Investor Parties**") is a country, territory, individual or entity named on an OFAC list, and none of the Investor Parties is a person or entity prohibited under the OFAC Programs.
- F. None of the Investor Parties is (A) a senior foreign political figure² or an immediate family member³ or close associate⁴ of a senior foreign political figure, (B) a politically exposed person⁵ (as such term is defined in the rules of the Financial Action Task Force on Money Laundering) or (C) a person or entity resident in or whose investment or other payments are transferred from or through an account in any foreign country or territory that has been designated as noncooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization ceases to concur.
- G. If the Subscriber is a non-U.S. banking institution (a "**Non-U.S. Bank**"), or if the Subscriber receives deposits from, makes payments on behalf of or handles other financial transactions related to a Non-U.S. Bank:
- the Non-U.S. Bank has a fixed address, other than solely an electronic address, in a country in which the Non-U.S. Bank is authorized to conduct banking activities;
 - the Non-U.S. Bank employs one or more individuals on a full-time basis;
 - the Non-U.S. Bank maintains operating records related to its banking activities;
 - the Non-U.S. Bank is subject to inspection by the banking authority that licensed the Non-U.S. Bank to conduct banking activities; and
 - the Non-U.S. Bank does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a regulated affiliate.
- H. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Bylaws of the Company (the "**Bylaws**"), the Amended and Restated Articles of Incorporation of the Company (the "**Articles of Incorporation**"), the Shareholders Agreement, any side letter or any other agreement, to the extent required by any anti-money laundering law or regulation or by OFAC or otherwise, the Company may prohibit additional investments, restrict dividends or take any other reasonably necessary or advisable action with respect to the Subscriber or its interest, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company, its agents or any other person in connection therewith. The Company or its agents may disclose the Subscriber's identity to OFAC or other governmental or regulatory authorities.
- I. The Subscriber understands and agrees that any distribution or other payment made by the Company will be paid to the same account from which the Subscriber's investment was originally remitted, unless the Company, in its sole discretion, agrees otherwise.
- J. The Subscriber understands and agrees that the Company will only accept wire transfers from, or pay any distribution proceeds or other amounts to, an account maintained in the name of the Subscriber at a banking institution that is located in the United States or another country that is a member of the Financial Action Task Force on Anti-Money Laundering.
- K. If the Subscriber is a private entity, it has conducted reasonable and appropriate due diligence with respect to all persons having beneficial ownership of the Subscriber in order to: (i) identify all persons having beneficial ownership of the Subscriber and (ii) verify the identity of all persons having beneficial ownership of the Subscriber. The Subscriber agrees that it will retain evidence of any such due diligence, persons having beneficial ownership interests of the Subscriber and source of funds.
- L. If the Subscriber has retained a Purchaser Representative, it shall provide a copy of such Purchaser Representative's anti-money laundering policies ("**AML Policies**"), to the extent applicable to the Company. The Subscriber represents that it and its Purchaser Representative are in compliance with the AML Policies, the AML Policies have been approved or reviewed by counsel or internal compliance personnel reasonably informed of anti-money laundering policies and their implementation, and the Purchaser Representative has not received a deficiency letter, negative report or any similar determination regarding the AML Policies from independent accountants, internal auditors or some other person responsible for reviewing compliance with the AML Policies.

SUBSCRIBER CERTIFICATIONS AND SIGNATURES (CONTINUED):

¹ These individuals include specially designated nationals, specially designated narcotics traffickers, and other parties subject to OFAC sanctions and embargo programs.

² A "**senior foreign political figure**" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether or not elected), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

³ "**Immediate family**" of a senior foreign political figure typically includes the figure's parents, siblings, Spouse, children and in-laws.

⁴ A "**close associate**" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

⁵ "**Politically Exposed Person**" means individuals who are or have been entrusted with prominent public functions in a foreign country, including heads of state or of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, important political party officials, and family members or close associates of any of the foregoing.



In order to induce the Company to accept this Subscription Agreement for the Shares and as further consideration for such acceptance, I hereby make, adopt, confirm, and agree to all of the following covenants, acknowledgments, representations, and warranties with the full knowledge that the Company and its affiliates will expressly rely thereon in making a decision to accept or reject this Subscription Agreement:

(If joint investors, each investor must separately initial the appropriate box(es) in Section 1 and/or Section 2.)

- If a natural person, I hereby represent and warrant that (initial as appropriate):
1. I, together with my spouse, have a net worth, exclusive of my primary residence, in excess of \$1,000,000; or
2. I have individual income in excess of \$200,000, or joint income with my spouse, in excess of \$300,000, in each of the two most recent years, and I reasonably expect individual or joint income of an equal or greater amount in the current year.
• If other than a natural person, such entity represents and warrants that (initial as appropriate):
1. The purchaser is a bank as defined in section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity, a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 (the "Investment Company Act"), a business development company as defined in Section 2(a)(48) of the Investment Company Act; or 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;
2. The purchaser is a private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;
3. The purchaser is an organization described in Section 501(c)(3) of the Internal Revenue Code or a corporation, partnership, or a Massachusetts or similar business trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of investing in the Company;
4. The purchaser is a trust with total assets in excess of \$5,000,000, such trust's purchase of Shares is directed by a person who either alone or with his Purchaser representative(s) has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment, and such trust was not formed for the specific purpose of investing in Shares;
5. The purchaser is an executive officer of the Company;
6. The purchaser is an entity and each of the equity owners of Purchaser come within at least one of the foregoing categories of "accredited investor" in Section 1 or this Section 2; or
7. The purchaser is 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 assets in excess of \$5,000,000.

SIGNATURE OF INVESTOR, TRUSTEE, OR AUTHORIZED SIGNER (REQUIRED)

DATE (REQUIRED)

SIGNATURE OF JOINT INVESTOR, TRUSTEE, AUTHORIZED SIGNER, OR BENEFICIAL OWNER (REQUIRED)

DATE (REQUIRED)

[Signature box]

[Date box]

[Signature box]

[Date box]

Subscription Accepted - The Wyoming Reserve Opportunity Zone Fund Corporation

SIGNATURE

DATE

[Signature box]

[Date box]

NAME

TITLE

[Name box]

[Title box]

1 In calculating your net worth, please take the following into account: (A) If the fair market value of your primary residence is less than the amount of indebtedness secured by your primary residence (including first and second mortgage, equity lines, etc.) then include in such calculation as a liability the amount by which the indebtedness on your primary residence exceeds its fair market value. (B) If the fair market value of your primary residence exceeds the amount of indebtedness secured by your primary residence (including first and second mortgage, equity lines, etc.), then exclude from such calculation the value of your primary residence and the amount of indebtedness secured by your primary residence. (C) Notwithstanding the foregoing, if you have increased the amount of indebtedness on your primary residence in the last 60 days before the date you submit this questionnaire, then include as a liability in such calculation the amount by which such indebtedness has increased in the last 60 days. For example, if you have drawn on a home equity line during the last 60 days, include the amount of that incremental debt as a liability in calculating your net worth. Similarly, if you have refinanced your mortgage during the last 60 days with a mortgage loan that has a higher amount, you must include as a liability the amount, if any, that the new mortgage loan exceeds the old mortgage loan. If you purchased your primary residence in the last 60 days, however, do not include as a liability in such calculation the amount, if any, by which the amount of the mortgage loan on your new primary residence exceeds the amount of the mortgage loan on your old primary residence.



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

| | |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) |
| 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | |
|---------------------------------------|--|
| Social security number | |
| | |
| or | |
| Employer identification number | |
| | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



506c THIRD PARTY ACCREDITATION :

3rd PARTY ACCREDITED INVESTOR VERIFICATION LETTER

The following section is to be completed by the Financial Intermediary.

LEGAL NAME OF INVESTOR/SUBSCRIBER (PRINTED)

[Empty text box for investor name]

LEGAL NAME OF INVESTOR SPOUSE (PRINTED) [] CHECK BOX IF SPOUSE IS ALSO ACCREDITED

[Empty text box for investor spouse name]

I AM A (CHECK ONE AND COMPLETE):

- LICENSED ATTORNEY LICENSE # [] LICENSE STATE ADMITTED OR REGISTERED []
LICENSED ACCOUNTANT LICENSE # [] LICENSE STATE ADMITTED OR REGISTERED []
REGISTERED BROKER-DEALER LICENSE # [] LICENSE STATE ADMITTED OR REGISTERED []
REGISTERED INVESTMENT ADVISOR LICENSE # [] LICENSE STATE ADMITTED OR REGISTERED []

I am in good standing in the jurisdiction(s) listed above and all jurisdictions in which I might hold a license. I hereby confirm the Investor is an "accredited investor" as defined in Rule 501 of Regulation D of the Securities Act of 1933.

- [] an individual (not partnership, corporation, etc.) whose net worth, or joint net worth with his or her spouse, presently exceeds \$1,000,000, exclusive of the value of his or her primary residence;1
[] an individual (not partnership, corporation, etc.) who had an income in excess of \$200,000 in each of the past two most recent years, or joint income with his or her spouse in excess of \$300,000 in each of those years and has reasonable expectation of reaching the same income level in the current year;
[] a holder in good standing of one or more of the following licenses: (i) Licensed General Securities Representative (Series 7), (ii) Licensed Investment Adviser Representative (Series 65) or (iii) Licensed Private Securities Offerings Representative (Series 82);
[] either (i) an SEC- or state-registered investment adviser or (ii) an exempt reporting adviser (as defined under Section 203(l) or 203(m) of the Investment Advisers Act of 1940, as amended);
[] a trust that (a) has total assets in excess of \$5,000,000 and (b) the purchase of an interest is being directed by a "sophisticated person";2
[] an entity such as an Individual Retirement Account (IRA), Keogh Plan or Self-Employed person (SEP) Retirement Account in which a participant may exercise control over the investment of assets credited to his or her account, and all beneficial owners meet one of the standards in bullets 1 and 2 below;
[] an employee benefits plan within the meaning of Title 1 of ERISA and the plan has total assets in excess of \$5,000,000;
[] a corporation, partnership, or non-profit organization within the meaning of Section 501 (c)(3) of the Internal Revenue Code with total assets in excess of \$5,000,000;
[] a "family office," as defined under 17 CFR Section 275.202(a)(11)(G)-1 (the "Family Office Rule"), that has at least \$5,000,000 in assets under management and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment, or you are a "family client" (as defined in the Family Office Rule) of such a family office and your prospective investment is directed by such family office;
[] an entity that has total investments in excess of \$5,000,000;
[] a business/entity/revocable trust/LLC in which all equity owners or grantors are Accredited Investors; or
[] a bank, insurance company, registered investment company, business development company, or small business investment company

I am pleased to confirm that the Investor has been verified an "accredited investor" as defined by Rule 501 of Regulation D of the Securities Act of 1933.

NAME (Printed) SIGNATURE DATE

1 As used in this item, "net worth" means the excess of total assets at fair market value, including home furnishings and automobiles, over total liabilities; provided that, (i) the investor's primary residence shall not be included as an asset, (ii) indebtedness that is secured by the investor's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of the interest, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of the interest exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability), and (iii) indebtedness that is secured by the investor's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of the interest shall be included as a liability.

2 A "sophisticated person" means a person who has such knowledge and experience in financial and business matters that he/she/it is capable of evaluating the merits and risks of the prospective investment.



BROKER DEALER / FINANCIAL ADVISOR INFORMATION:

TO BE COMPLETED BY REGISTERED REPRESENTATIVE OR RIA

The Registered Representative or Registered Investment Advisor ("RIA") must sign below to complete the order. The Registered Representative or RIA warrants that he/she is duly licensed and may lawfully sell Shares in the state designated as the investor's legal residence or is exempt from such licensing.

BROKER-DEALER OR RIA FIRM NAME (REQUIRED)

CRD #

BROKER-DEALER OR RIA FIRM ADDRESS OR P.O. BOX

CITY

STATE

ZIP CODE

BUSINESS PHONE (REQUIRED)

FAX #

REGISTERED REPRESENTATIVE(S) OR ADVISOR(S) NAME(S)(REQUIRED)

REPRESENTATIVE # / ADVISOR # / TEAM ID

REGISTERED REPRESENTATIVE(S) OR ADVISOR(S) ADDRESS OR P.O. BOX

BRANCH ID #

CITY

STATE

ZIP CODE

BUSINESS PHONE (REQUIRED)

FAX #

REGISTERED REPRESENTATIVE(S) OR ADVISOR(S) EMAIL ADDRESS

SIGNATURE(S) OF REGISTERED REPRESENTATIVE(S) OR ADVISORS (REQUIRED)

INVESTOR STATE OF RESIDENCE (REQUIRED)

DATE (REQUIRED)

PRINTED NAME OF SUPERVISOR, BROKER-DEALER OR RIA (IF REQUIRED)

SIGNATURE OF SUPERVISOR, BROKER-DEALER OR RIA (IF REQUIRED)

DATE (REQUIRED)

ADDITIONAL COMMENTS:

Please complete this Certification as part of each Client's completed subscription and send documents to the address indicated on page 1, in accordance with the subscription agreement procedures.

THIS INVESTOR APPLICATION AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY, AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.

PLEASE REFER TO PAGE 1 FOR MAILING AND PAYMENT INSTRUCTIONS.