

GMI-HARRISON 165, LP
LIMITED PARTNER INTERESTS

SUBSCRIPTION BOOKLET

GMI-HARRISON 165, LP (the “Partnership”), a Texas limited partnership, is offering its limited partner interests (the “Interests”) pursuant to the terms and conditions set forth in the Confidential Private Placement Memorandum dated June 1, 2018 (the “Memorandum”). GMI-HARRISON 165 GP, LLC, a Texas limited liability company (the “General Partner”), is the general partner of the Partnership. Terms used but not otherwise defined herein have the same meanings as set forth in the Memorandum.

INSTRUCTIONS

Prospective investors considering the purchase of an Interest should first carefully review the Memorandum, which sets forth various disclosures concerning the Partnership and the Interests, including risk factors, which should be taken into account. Once you have made the decision to invest, you must complete each of the following steps:

1. Subscription Agreement: Review the Subscription Agreement, complete the information required by pages 5 through 7, and sign the Subscription Agreement at page 7. Your execution of the Subscription Agreement will constitute your agreement to all the terms and provisions of the Subscription Agreement.

2. Subscriber Name and Address: This investment will be registered using the information given under **Section 3.A. Registration Information**. If the subscriber is a trust, partnership, LLC or other entity, or is a custodian for the benefit of an individual investing through a qualified plan, please provide the information for the entity or the custodian in Section 3.A.

Information regarding the subscriber’s trustee, managing partner (or general partner), manager, or officer, as well as for the individual investing through a qualified plan, should be included in **Section 3.B. Additional Contact Information**. Information in Section 3.B. will be used to send out update letters and additional information as required for the subscriber’s trustee, managing/general partner, manager, or officer, or individual investing through a qualified plan, as stated in Section 3.A.

3. Broker-Dealer Representations And Warranties Page: Your account representative must complete and execute the Broker-Dealer Representations And Warranties Page.

4. Direct Deposit Authorization: Direct deposit is available, by completing the form provided in this Subscription Booklet.

5. Subscription Payment: All subscription payments should be payable to “GMI-HARRISON 165, LP”.

6. Limited Partner Signature Page: Review the Agreement of Limited Partnership attached to the Memorandum as Exhibit A and sign the Limited Partner Signature Page for such Agreement enclosed in this Subscription Booklet. Your execution of the Limited Partner Signature Page will constitute your agreement to all the terms and provisions of the Agreement of Limited Partnership.

7. Return Completed and Signed Subscription Booklet and Subscription Payment: Return this entire Subscription Booklet (as completed and signed) and subscription payment to GMI-HARRISON 165, LP, 251 O’Connor Ridge Blvd., Suite 100, Irving, Texas 75038, Attn. Billy Glass.

The Subscription Booklet and your associated offer to purchase an Interest will not be considered received by the Partnership unless and until (i) the General Partner has received a properly completed Subscription Booklet, and (ii) the General Partner has received the subscription payment. The General Partner is not responsible for documents or checks lost in the mail and strongly suggests either hand delivery, delivery via nationally recognized overnight carrier, or U.S. registered mail, return receipt requested.

THE INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

SUBSCRIPTION AGREEMENT

The undersigned investor (“Subscriber”) acknowledges receiving and reviewing a copy of the Confidential Private Placement Memorandum, dated June 1, 2018, together with all exhibits called for thereunder (the “Memorandum”), relating to the private offering (the “Offering”) of limited liability company (the “Interests”), of GMI-HARRISON 165, LP (the “Partnership”), a Texas limited partnership. Terms used and not otherwise defined shall have the meanings ascribed thereto in the Agreement of Limited Partnership of the Partnership (the “Partnership Agreement”).

1. **Subscription.** Subject to the terms and conditions hereof, the Subscriber hereby subscribes for and agrees to purchase an Interest in the Partnership for the subscription amount indicated on the signature page hereof and hereby agrees to contribute such amount as a Capital Contribution to the Partnership. The Subscriber hereby tenders to the Partnership funds in the amount of such subscription, in payment of the purchase price for the Interest. This Subscription Agreement shall not become binding unless the General Partner accepts this subscription, the subscription price has been received and accepted by the General Partner and such additional conditions as the General Partner, in its sole and absolute discretion, shall require are satisfied. If this subscription is accepted, this Agreement shall become effective as between the Partnership and the Subscriber. If this subscription is rejected, the Agreement and the subscription price will be returned to the Subscriber as soon as reasonably practicable, and this subscription shall be rendered void and have no further force or effect.

2. **Acceptance of Subscription.** The Subscriber acknowledges and agrees that this subscription is made subject to the following express terms and conditions: (a) the Subscriber is committing to purchase the Interest for which he/she/it has subscribed, (b) the General Partner shall have the right to reject the subscription, in whole or in part, for any reason whatsoever or no reason, (c) the General Partner shall have no obligation to accept subscriptions for the Interests in the order received, and (d) the General Partner shall have no liability for documents or checks lost in the mail or by other delivery carriers, or for documents delivered to broker-dealers or investment advisers, except as such documents are actually received by the General Partner.

3. **Information and Signature Page.** The Subscriber (i) has properly completed all applicable information in the Information and Signature Page, (ii) acknowledges that such information is provided for the purpose of enabling the General Partner to determine whether the Subscriber meets the suitability requirements under applicable securities laws and that the General Partner will rely upon the information contained therein for purposes of such determination, (iii) represents and warrants to the General Partner that such information is true and correct in all respects, (iv) has not omitted any information necessary to make such answers and representations therein and in this Subscription Agreement true and correct, and (v) agrees to immediately notify the General Partner of anything that would cause any such information to be untrue, incomplete or have been breached at any time on or prior to acceptance or rejection of this subscription.

4. **General Acknowledgments, Representations and Covenants of the Subscriber.** The Subscriber acknowledges that he/she/it is purchasing an Interest in the Partnership without being furnished any offering literature or prospectus other than the Memorandum (which supersedes any other documentation that may have been furnished to Subscriber). The Subscriber acknowledges that he/she/it has had an opportunity to ask questions of and receive answers concerning the terms and conditions of the Offering and to obtain any additional information that the Partnership possesses or could acquire without unreasonable effort or expense necessary to verify the accuracy of the information contained in the Memorandum, and that he/she/it has relied on his/her/its own knowledge or the advice of his/her/its own counsel, accountants or advisers with regard to the tax and other considerations involved in making an investment in the Interests, and no representations have been made to the Subscriber concerning the Interests, the Partnership, its business or prospects, or other matters, except as set forth in the Memorandum.

5. **Additional Acknowledgments and Representations.** The Subscriber further acknowledges, represents, warrants and covenants as follows:

(a) The Subscriber has such knowledge and experience in financial and business matters that Subscriber is capable of evaluating the merits and risks of an investment in the Interests and of making an informed investment decision.

(b) The Subscriber has adequate means of providing for his/her/its current needs and possible personal contingencies, and has no need, and anticipates no need in the foreseeable future, to sell the Interest for which the Subscriber hereby subscribes. The Subscriber is able (i) to bear the economic risk of his/her/its investment in the Interest, (ii) to hold the Interest for an indefinite period of time, and (iii) has sufficient financial liquidity to sustain a loss of the entire investment in the event such loss should occur.

(c) The Subscriber acknowledges and confirms that he/she/it has fully considered the contents of the Memorandum, and that he/she/it understands and is aware of all the risks related to this investment. The Subscriber further acknowledges and confirms that this investment involves various risk factors that are set forth in the Memorandum, including but not limited to the following factors: (i) any projections, forecasts or estimates as may have been provided to the Subscriber are purely speculative and cannot be relied upon to indicate actual results that may be obtained through this investment; any such projections, forecasts and estimates are based upon assumptions which are subject to change and which are beyond the control of the Partnership or its management; and past performance does not predict future performance; (ii) the tax consequences which may be expected by this investment are not susceptible to absolute prediction, and new developments and rules of the Internal Revenue Service, audit adjustment, court decisions or legislative changes may have an adverse effect on one or more of the tax consequences of this investment; (iii) the Subscriber has been advised to consult with his/her/its own advisor regarding legal matters and tax consequences involving this investment; (iv) an investment in an Interest involves a risk of loss of such investment; (v) there will be no trading market for the Interests nor will the Interests be freely transferable, and, accordingly, it may not be possible for the Subscriber to liquidate his/her/its investment or any portion thereof, in case of emergency, if at all; (vi) the general condition of the real estate market will all affect the Partnership's business, financial condition and results of operations, and there is no assurance that Partnership will be successful in addressing such risks; and (vii) the Partnership is newly formed with no prior history of operations, is not expected to have any significant assets other than its real estate investment as stated in the Memorandum, and there is no assurance that the Partnership will be successful in addressing the various risks that could affect its business and financial condition and results of operations.

(d) The Subscriber has determined that the purchase of an Interest is consistent with his/her/its investment objectives and income prospects. The Subscriber's overall commitment to investments that are not readily marketable is not disproportionate to his/her/its individual net worth, and his/her/its investment in the Interest will not cause such overall commitment to become excessive.

(e) There have been no representations, guaranties or warranties made to the Subscriber by the Partnership, or its agents or employees, or by any other person, expressly or by implication, with respect to (i) the approximate length of time that the Subscriber will be required to remain an owner of the Interest; (ii) the percentage of profit and/or amount of or type of consideration, profit or loss (including tax benefits) to be realized, if any, as a result of investment in the Interest; and (iii) the possibility that the past performance or experience on the part of the Partnership or any officer of the Partnership or of any other person, might in any way indicate the predictable results of operations of the Partnership, or of ownership of the Interest.

(f) The Subscriber acknowledges and understands that the Memorandum supersedes all previously given materials, if any, and nothing other than the Memorandum was relied upon in making a decision to subscribe for an Interest.

(g) The Subscriber understands that the Interests have not been registered under the Act or the laws of any State and are being offered under an exemption from registration thereunder; the Subscriber represents and warrants that the Interest will be acquired by the Subscriber solely for his/her/its own account, for investment purposes only, and not with a view to, or in connection with, any resale or other distribution thereof in a manner which would require registration under the Securities Act of 1933 (the "1933 Act"), or any applicable state securities laws; the Subscriber does not now have any reason to anticipate any change in his/her/its circumstances or other particular occasion or event which would cause him/her/it to sell the Interest; and the Subscriber further represents and warrants that he/she/it has no agreement or other arrangement, formal or informal, with any person to sell, transfer or pledge any part of the Interest subscribed for hereby.

(h) The Subscriber understands that no federal or state agency has passed on the fairness for investment of, or made any recommendation or endorsement of, the Interests.

(i) If the Subscriber is an individual, he or she is at least 21 years of age.

(j) The Subscriber is a bona fide resident and domiciliary (not a temporary or transient resident) of the state or country set forth in the Information and Signature Page and has no present intention of becoming a resident or domiciliary of any other state or jurisdiction, and the Subscriber represents that these statements are now true and have been true since prior to the first offer to Subscriber of an opportunity to invest in the Partnership. The address and social security number or

federal tax identification number set forth below are the Subscriber's true and correct residence and social security number or federal tax identification number.

(k) The Subscriber will be the sole party in interest in the Interest and as such will be vested with all legal and equitable rights in the Interest.

(l) Neither the Subscriber, nor any of its beneficial owners, appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury or in the Annex to United States Executive Order 132224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, nor are they otherwise a prohibited party under the laws of the United States. The Subscriber further represents that the monies used to fund the investment in the Partnership are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, any country under a U.S. embargo enforced by OFAC. The Subscriber further represents and warrants that the Subscriber: (i) has conducted thorough due diligence with respect to all of its beneficial owners, (ii) has established the identities of all beneficial owners and the source of each of the beneficial owner's funds and (iii) will retain evidence of any such identities, any such source of funds and any such due diligence. The Subscriber further represents that he/she/it does not know or have any reason to suspect that (i) the monies used to fund the subscriber's investment in the Partnership have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities, and (ii) the proceeds from the Subscriber's investment in the Partnership will be used to finance any illegal activities.

(m) The Subscriber has full requisite power and authority to make, execute, deliver and perform this Agreement and to effect the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Subscriber.

(n) This Agreement is a valid and binding obligation of the Subscriber, enforceable (subject to normal equitable principles) in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, debtor relief or similar laws affecting the rights of creditors generally. The execution and delivery of this Agreement by the Subscriber, or the consummation of the transactions contemplated hereby, will not conflict with or result in a violation or breach of any term or provision of, nor constitute a default under (i) if the Subscriber is an entity, any provision of the Subscriber's formation or organization documents; (ii) any indenture, mortgage, deed of trust, credit agreement or other contract or agreement of any nature whatsoever to which the Subscriber is a party or by which its properties are bound; or (iii) any provision of any law, rule, regulation, order, permit, certificate, writ, judgment, injunction, decree, determination, award or other decision of any court, arbitrator or other governmental authority to which the Subscriber or its properties are subject.

(o) All representations, warranties and covenants contained in this Subscription Agreement are true and correct as of the date hereof and will be true and correct as of the date this subscription is accepted by the Partnership, if at all.

6. Indemnification. The Subscriber acknowledges that he/she/it understands the meaning and legal consequences of the representations, warranties and covenants in this Subscription Agreement, and that the Partnership has relied upon such representations, warranties and covenants, and he/she/it hereby agrees to indemnify and hold harmless the Partnership, the General Partner, Gentry Mills Capital, LLC, any soliciting broker-dealer, and their respective officers, managers, directors, affiliates, controlling persons, agents and employees from and against any and all loss, damage or liability due to or arising out of breach of any such representation, warranty or covenant.

7. Arbitration. Any and all controversies or disputes, whether now existing or which may arise in the future, which have arisen or may arise between the Subscriber and the Partnership, the General Partner, Gentry Mills Capital, LLC, and/or their respective managers, officers, directors, controlling persons, agents, affiliates or employees, whether arising out of or relating to this Subscription Agreement, the conduct of the aforesaid persons or entities, or otherwise, which can be lawfully submitted to arbitration, shall be submitted to arbitration in accordance with the rules, then existing, of the American Arbitration Association. The award of the arbitrators, or a majority of them, shall be final, and judgment upon the award may be entered in any state or federal court having jurisdiction. Any and all proceedings pursuant to this paragraph shall be held in Dallas County, Texas. This paragraph shall bind the Subscriber to submit to arbitration any and all controversies as aforesaid, including those that could otherwise be brought in a judicial forum and those that could be joined to other non-arbitrable claims.

8. Disclosure. Section 517.061(11)(a)(5) of the Florida Securities Act provides as follows:

“When sales are made to five or more persons in this State (i.e. - Florida), any sale in this State (i.e. - Florida) made pursuant to this subsection is voidable by the purchaser in such sale, either within three (3) days after the first tender of

consideration is made by said purchaser to the issuer, an agent of the issuer or an escrow agent, or within three (3) days after the availability of that privilege as communicated to such purchaser, whichever occurs later.”

9. Limitation on Transfer of Interests. The Subscriber acknowledges that he/she/it is aware that there are substantial restrictions on the transferability of the Interests. Since the Interests will not be, and the undersigned has no right to require that they be, registered under the 1933 Act, the Interests may not be, and the Subscriber agrees that they shall not be, sold, pledged, hypothecated or otherwise transferred unless such sale is exempt from such registration under the 1933 Act, and applicable state securities laws. The Subscriber further acknowledges that the Partnership is under no obligation to aid him/her/it in obtaining any exemption from the registration requirements. The Subscriber also acknowledges that he/she/it shall be responsible for compliance with all conditions on transfer imposed by any securities administrator of any state and for any expense incurred by the Partnership for legal or accounting services in connection with reviewing such a proposed transfer and/or issuing opinions in connection therewith.

10. Compliance with Private Placement Exemption Requirements. The Subscriber understands and agrees that the following restrictions and limitations are applicable to the Subscriber’s purchase and resales, hypothecations or other transfers of the Interest pursuant to federal and state securities laws:

(a) Such Interest shall not be sold, pledged, hypothecated or otherwise transferred unless they are registered under the 1933 Act and applicable state securities laws or are exempt therefrom.

(b) A legend in substantially the following form has been or will be placed on any certificate(s) or other document(s) evidencing the Interest: **THE SECURITIES REPRESENTED BY THIS INSTRUMENT OR DOCUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. WITHOUT SUCH REGISTRATION, SUCH SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT UPON DELIVERY TO THE ISSUER OF AN OPINION OF COUNSEL THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE ISSUER OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER.**

(c) In addition, the legend described in subparagraph (b) above will be placed with respect to any new certificate(s) or other document(s) issued upon presentment by the undersigned of certificate(s) or other document(s) for transfer.

11. Other Matters.

(a) The Subscriber agrees to execute (with acknowledgment or affidavit, if requested by the Partnership) promptly all such agreements, certificates, tax statements, tax returns and other documents as may be required of the Partnership or the investors in the Partnership by the laws of the United States of America, or any state in which the Partnership conducts or plans to conduct business, or any political subdivision or agency thereof or of any foreign nation. The Subscriber agrees that, except as provided herein, this Agreement or any agreement made hereunder or pursuant hereto may not be canceled, terminated or revoked by him/her/it except with the written consent of the Partnership. The Subscriber agrees that this Agreement and the foregoing acknowledgments, representations and covenants shall survive delivery, acceptance of the subscription, closing of the transactions contemplated by this Agreement and any investigation made by any party relying on the same.

(b) All notices or other communications given or made hereunder shall be in writing and delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid and shall be addressed as follows: (i) if to the Partnership or the General Partner, to 251 O’Connor Ridge Blvd., Suite 100, Irving, Texas 75038, or (ii) if to the Subscriber, to the street address set forth on the signature page hereto (or at such address as either party may, by notice given in the manner described herein, change its address for purposes of notice hereunder).

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflict of laws principles of any jurisdiction. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and may be amended only by a writing executed by the party to be bound thereby.

[FOLLOWING ARE THE SUBSCRIPTION AGREEMENT INFORMATION AND SIGNATURE PAGES]

GMI-HARRISON 165, LP

SUBSCRIPTION AGREEMENT INFORMATION AND SIGNATURE PAGES

These Subscription Agreement Information and Signature Pages are an integral part of the Subscription Agreement. All sections must be completed. Please do not leave any blanks. If not applicable, put "N/A".

1. INVESTMENT

Subscription Amount: \$ _____ State of Sale _____ Net Commissions Purchase

2. SUBSCRIBER TYPE

- Individual
Joint Tenants With Right of Survivorship
Trust (attach Trust document or a Trustee Certification of investment powers)
Corporation (attach Corp resolution)
Partnership (attach Partnership agreement)
Limited Liability Company (attach operating agreement)
Other entity

Tenants in Common

- Qualified Plans *
Traditional IRA
ROTH IRA
Simplified Employee Pension (SEP)
Pension or Profit Sharing Plan
KEOGH Plan
Other plan

Custodian (Uniform Gift to Minors Act or the Uniform Transfers to Minors Act)
Name of Custodian:
Street/PO Box City State ZIP
Custodian Tax ID #
Custodian Account #
Custodian Telephone #

* See "ERISA Considerations" in the Memorandum for a discussion of risks related to an investment in Interests by certain tax-exempt or tax-deferred plans.

3. SUBSCRIBER NAME AND ADDRESS (see instructions, item no. 2)

3.A. REGISTRATION INFORMATION

Mr. Mrs. Miss Ms
Name of Subscriber Tax ID/SS #: Date of Birth:
Name of Joint Subscriber (if applicable) Tax ID/SS #: Date of Birth:
Street address (physical address required):
City: State: Zip Code:
Home Phone: Alternative Phone:
E-Mail Address:
Mailing Address if different than above:
City: State: Zip Code:

3.B. ADDITIONAL CONTACT INFORMATION

If subscriber is a trust, partnership, LLC or other entity, or a qualified plan, then please provide the following additional contact information (for the subscriber's trustee, managing/general partner, manager, or officer, or individual investing through a qualified plan, as stated in Section 3.A).

Contact Name Tax ID/SS #:

Street address (physical address required): _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-Mail Address: _____

4. SUBSTITUTE FORM W-9

I declare that the information supplied above is true and correct and may be relied upon by the Partnership in connection with my investment in the Partnership, under penalties of perjury, by signing this Subscription Agreement, I hereby certify that: (a) I have provided herein my correct Taxpayer Identification Number; (b) I am not subject to back-up withholding as a result of a failure to report all interest of dividends, or the Internal Revenue Service (the "IRS") has notified me that I am no longer subject to back-up withholding; and (c) except as otherwise expressly indicated above, I am a U.S. Person (including a U.S. resident alien). *[If the IRS has notified you that backup withholding applies, then you must strike out the language in clause (b) in the certification above that relates to the underreporting. The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.]*

5. ACCREDITED INVESTOR REPRESENTATIONS—INDIVIDUALS

A. Yes No The Subscriber has a net worth, or joint net worth with the Subscriber's spouse, in excess of \$1,000,000 (excluding the value of the Subscriber's primary residence and the amount of indebtedness secured thereby up to the fair market value of the primary residence at the time of the investment).

(Note: if the amount of such indebtedness outstanding at the time of the investment exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of such primary residence, the amount of such excess must be included as a liability; and indebtedness that is secured by such primary residence in excess of the estimated fair market value of such primary residence at the time of investment must be included as a liability.)

B. Yes No The Subscriber had an individual income in excess of \$200,000 in each of the two most recent years, or joint income with the Subscriber's spouse in excess of \$300,000 in each of those years, and has a reasonable expectation of exceeding such income level in the current year.

If completing this Part 5 at the direction of Parts 6 or 7 below, please provide the following information to which this Part 5 applies (attach additional pages for additional individuals as necessary):

Name: _____

Equity Owner pursuant to Part 6B below.

Grantor pursuant to Part 7A below.

Investment decision maker pursuant to Part 7E below.

6. ACCREDITED INVESTOR REPRESENTATIONS—CORPORATIONS, PARTNERSHIPS, AND LIMITED LIABILITY COMPANIES

A. Yes No The Subscriber is a corporation, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.

B. Yes No The Subscriber is a corporation, partnership, or limited liability company, and all of its equity owners are accredited investors by virtue of either or both of the individual accredited investor standards set forth in Part 5 above. (Note, each equity owner must complete Part 5 above.)

7. ACCREDITED INVESTOR REPRESENTATIONS—TRUSTS, 501(c)(3) ORGANIZATIONS AND EMPLOYEE BENEFIT PLANS

A. Yes No The Subscriber is a revocable grantor trust that may be amended or revoked at any time by the grantors, and all the grantors are accredited investors by virtue of either or both of the individual accredited investor standards set forth in Part 5 above. (Note, each grantor must complete Part 5 above.)

B. Yes No The Subscriber is an irrevocable trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Interests, whose purchase is directed by a 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 an investment in the Interests.

- C. Yes No The Subscriber is an organization described in section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.
- D. Yes No The Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") if (a) 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 adviser, or (b) the employee benefit plan has total assets in excess of \$5,000,000.
- E. Yes No The Subscriber is a self-directed plan that is an employee benefit plan within the meaning of ERISA (IRA, SEP, etc.) whose investment decisions are made solely by persons that are accredited investors by virtue of either or both of the individual accredited investor standards set forth in Part 5 above. (Note, each such person must complete Part 5 above.)

8. ALTERNATE PAYEE INFORMATION

Complete the following if payments are to be made other than to the above named subscriber to the address set forth above.

Alternate payee name (typed or printed): _____

Alternate payee account number: _____

Alternate address: _____

Street Address City State Zip Code

9. ACCOUNT REPRESENTATIVE(S) INFORMATION (To be completed by account representative)

Broker-Dealer Financial Advisor Other: _____ Broker-Dealer Financial Advisor Other: _____

Individual Name (typed or printed) CRD No. (if applicable)

Individual Name (typed or printed) CRD No. (if applicable)

Firm Name (typed or printed) CRD No. (if applicable)

Firm Name (typed or printed) CRD No. (if applicable)

Account Representative Address

Account Representative Address

Account Representative Phone Number

Account Representative Phone Number

Send copies of investor notices Yes No

Send copies of investor notices Yes No

10. SUBSCRIBER SIGNATURE(S)

IN WITNESS WHEREOF, the Subscriber has hereby executed the Subscription Agreement, agreeing to all the terms and provisions thereof, as of the day set forth below.

Signature of Subscriber

Signature of Subscriber (if purchasing jointly)

Date

9. (For internal use only)

The foregoing subscription is hereby accepted, subject to the terms and conditions hereof, as of the ____ day of _____, 20____.

GMI-HARRISON 165, LP
By: GMI-HARRISON 165 GP, LLC, its General Partner

By: _____

Name and Title: _____

BROKER-DEALER REPRESENTATIONS AND WARRANTIES

The undersigned registered representative of the named broker-dealer firm represents and warrants to GMI-HARRISON 165, LP (the "Partnership"), a Texas limited partnership, and its affiliates on behalf of himself/herself and such broker-dealer firm, as follows:

1. The undersigned is aware that standards of suitability have been established by the Partnership and fully disclosed in the section of the Confidential Private Placement Memorandum, dated June 1, 2018 (together with all exhibits called for thereunder, the "Memorandum") entitled, "INVESTOR SUITABILITY", and, prior to recommending the purchase of an Interest, will have reasonable grounds to believe, on the basis of information supplied by the subscriber concerning his/her/its investment objectives, other investments, financial situation and needs, and other pertinent information that: (i) the subscriber meets the standards established by the Partnership; (ii) the subscriber has a net worth and income sufficient to sustain the risks inherent in an investment in the Interests, including the possibility of loss of the entire investment and the lack of liquidity; and (iii) the Interest is otherwise a suitable investment for the subscriber.
2. The undersigned will maintain in his/her/its files documents disclosing the basis upon which the suitability of this subscriber was determined.
3. The undersigned will offer the Interests for sale only to prospective investors to whom the undersigned has first delivered or caused to be delivered a copy of the Memorandum, all supplements thereto, and each amended Memorandum, if any, furnished by the Partnership for use in making solicitations in connection with the offer and sale of the Interests.
4. The undersigned has not used any solicitation material other than the Memorandum and such other supplemental information, except as specifically authorized by the Partnership for use as solicitation material.
5. The undersigned has not given any information or made any representations in connection with the Offering other than those contained in the Memorandum and such other supplemental information or other authorized solicitation material furnished by the Partnership.
6. The undersigned verifies that the above subscription either does not involve a discretionary account or, if so, that the subscriber's prior written approval was obtained relating to the liquidity and marketability of the Interests during the term of the investment.

Broker/Dealer Firm Name: _____

Registered Representative: _____
Signature

Registered Representative: _____
Name Printed

I hereby certify that I am registered in _____, the State of sale.

Direct Deposit Authorization

For: GMI-HARRISON 165, LP

Registered Name (Mr./Mrs./Ms./Joint): _____

Social Security (or Tax I.D.) Number: _____

(Must be the same information as in item 3. of the Subscription Agreement Signature Page.)

Check One: New Authorization Change of Information Decline Direct Deposit

Bank Name: _____

Account Name (if different from registered name) _____

Account Number: _____ (Required)

Routing / ABA Number: _____ (Required)

Mailing Address: _____

City: _____ State: _____ Zip: _____

Bank Telephone number: (_____) _____ - _____

Type of Account: Checking Savings

Please note: Gentry Mills must be in receipt of this form 30 days prior to declaration of the distribution.
ATTACH YOUR VOIDED UNSIGNED CHECK OR PREPRINTED DEPOSIT SLIP.

GMI-HARRISON 165, LP (the "Partnership") is authorized to deposit my (our) distribution directly into the account specified on this form. The authority will remain in force until I (we) have given written notice that I (we) have terminated it, or until the Partnership has notified me (us) that this deposit service has been terminated. In the event that the Partnership deposits funds erroneously into my (our) account, they are authorized to debit my (our) account for an amount not to exceed the amount of the erroneous deposit.

Please sign exactly as your account is registered.

Signature: _____ Date: _____

Return to:

GMI-HARRISON 165, LP
251 O'Connor Ridge Blvd., Suite 100
Irving, Texas 75038
Tel 972-759-7707
Fax 972-759-8809

LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this EXECUTION PAGE to that certain Agreement of Limited Partnership of GMI-HARRISON 165, LP, as of the _____ day of _____, 20____ at _____, _____.

LIMITED PARTNER

(Signature)

(Signature)

(Name Printed or Typed)

(Name Printed or Typed)

Business or Entity

Address

Social Security (or Tax I.D.) Number

Preferred Mailing Address
If other than Residence
