

## SOLICITING DEALER AGREEMENT

GMI-HARRISON 165, LP  
Limited Partner Interests

June 1, 2018

Ladies and Gentlemen:

This Soliciting Dealer Agreement relates to the private offering (the “Offering”) by GMI-HARRISON 165, LP (the “Partnership”), a Texas limited partnership, of a maximum of \$14,220,534 of limited partner interests (“Interests”). The terms of the offering (the “Offering”) are set forth in the Confidential Private Placement Memorandum of the Partnership dated June 1, 2018 (with all exhibits thereto, the “Memorandum”), as supplemented or amended from time to time. Any material change that may occur with respect to the offering not otherwise set forth in the Memorandum will be set forth in a supplement to the Memorandum, and the term “Memorandum” as used herein includes the Memorandum as supplemented or amended from time to time. Terms used but not otherwise defined in this Agreement have the same meanings as set forth in the Memorandum. The Offering is limited to “accredited investors” as defined under Regulation D (“Regulation D”) promulgated by the U. S. Securities and Exchange Commission (“SEC”) under the Securities Act of 1933, as amended.

The Partnership desires to engage the services of one or more broker-dealers (“Soliciting Dealers”) to solicit purchasers of the Interests. By your confirmation hereof you agree to act in such capacity and to use your best efforts, in accordance with the following terms and conditions, to obtain purchasers of Interests.

1. Compliance with Registration and Licensing Requirements. You hereby confirm that you (a) are a member in good standing of the Financial Industry Regulatory Authority (“FINRA”), (b) are qualified and duly registered to act as a broker-dealer within all states in which you will sell the Interests, (c) are a broker-dealer duly registered with the SEC pursuant to the Securities Exchange Act of 1934, as amended (the “1934 Act”), and (d) will maintain all such registrations and qualifications in good standing for the duration of your involvement in the Offering.

2. Certain Agreements of the Soliciting Dealer. You hereby agree to the following:

(a) You hereby agree to solicit, as an independent contractor and not as an agent of the Partnership or its affiliates, persons acceptable to the Partnership to purchase the Interests pursuant to the Subscription Agreement (in the form included with the Memorandum) and in accordance with the terms of the Memorandum. You hereby agree to diligently make inquiries as required by this Agreement, the Memorandum and applicable laws of all prospective investors in order to ascertain whether a purchase of an Interest is suitable for the prospective investor.

(b) You agree that you will observe all applicable rules and regulations of FINRA, the SEC and all other applicable laws, rules, and regulations in connection with your offer and sale of the Interests;

(c) You agree that, prior to participating in the Offering, you will have reasonable grounds to believe, based on information made available to you by the Partnership through the Memorandum, that all material facts are adequately and accurately disclosed in the Memorandum and provide a basis for evaluating the Interests, to the extent required by federal or state laws or FINRA.

(d) You further agree to conduct your own investigation to make the determination described in Section 2(c) independent of the efforts of the Partnership.

(e) You agree that under no circumstances will you engage in any activities hereunder in any state other than those for which permission has been granted by the Partnership to you, as evidenced by written acknowledgment by the Partnership that such state has been cleared for offer and sale activity.

(f) You agree that, prior to executing a purchase transaction in the Interests, you will inform the prospective investor of all pertinent facts relating to the illiquidity and lack of marketability of the Interests, as appropriate, during the term of the investment.

(g) You agree not to execute any sale of the Interests into a discretionary account without prior written approval of the transaction by the investor.

(h) You agree to retain in your records and make available to the Partnership for a period of at least six years following the offering termination date set forth in the Memorandum, information establishing that each person who purchases the Interests pursuant to a Subscription Agreement solicited by you is within the permitted class of investors under the requirements of the jurisdiction in which such purchaser is a resident and the suitability standards set forth in the Memorandum and the Subscription Agreement.

(i) All subscriptions solicited by you will be strictly subject to confirmation and acceptance thereof by the Partnership. The Partnership reserves the right in its absolute discretion to reject any such subscription and to accept or reject subscriptions in the order of their receipt by the Partnership or otherwise. Neither you nor any other person is authorized to give any information or make any representation other than those set forth in the Memorandum, in such other printed information furnished to you for distribution by the Partnership to supplement the Memorandum (the "Supplemental Information"), or in any amended Memorandum furnished by the Partnership for use in making solicitations in connection with the offer and sale of the Interests.

(j) Upon release by the Partnership, you may offer the Interests at the offering prices set forth in the Memorandum subject to the terms and conditions thereof.

(k) The Partnership will provide you with such number of copies of the Memorandum and such number of copies of amendments and supplements thereto as you may reasonably request. The Partnership may provide you with certain Supplemental Information to be used by you in connection with the solicitation of purchasers of the Interests. In the event you elect to use such Supplemental Information, you agree that such material shall not be used in connection with the solicitation of purchasers of the Interests unless accompanied or preceded by the Memorandum, as then currently in effect, and as it may be amended or supplemented in the future. You agree that during the period of the Offering you will not use any solicitation material other than the Memorandum and such other Supplemental Information or other solicitation materials as shall be specifically authorized by us for use as solicitation material.

(l) The Partnership shall have full authority to take such action as it may deem advisable with respect to all matters pertaining to the offering of the Interests. The Partnership shall be under no liability to you except for obligations expressly assumed by it in this Agreement. Nothing contained in this Agreement is intended to operate as, and the provisions of this Agreement shall not constitute, a waiver by you of compliance with any provision of the Securities Act of 1933, as amended (the "1933 Act"), the 1934 Act, other applicable federal laws, applicable state laws or of the rules and regulations thereunder, including the Conduct Rules of FINRA.

(m) You agree that you will not offer the Interests for sale to any investor who has not confirmed to you in writing prior to the offer that such investor meets the investor suitability standards set forth in the Memorandum for the Interests.

(n) You agree that you will offer the Interests for sale only to prospective investors to whom you have delivered or caused to be delivered a copy of the Memorandum, all Supplemental Information, 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.

(o) You agree that you shall not give any information or make any representations in connection with the Offering other than those contained in the Memorandum and other Supplemental Information or other authorized solicitation material furnished by the Partnership. Without limiting the generality of the foregoing, you agree that your solicitation and other activities shall not be directed toward the general public, including that you shall not publish, circulate or otherwise use any advertisement, article, notice, or other communication in any newspaper,

magazine or similar medium or broadcast over television, radio, the internet or ANY OTHER GENERAL SOLICITATION, all as required by the 1933 Act and all state securities laws and regulations applicable to the offering and sale of the Interests.

3. Compensation. Subject to the terms and conditions of this Agreement and in the Memorandum, and in consideration of your services hereunder, the Partnership will pay you the compensation to which selling broker-dealers are entitled as described in the Memorandum under the heading “PLAN OF DISTRIBUTION—Marketing of the Interests—Broker-Dealer Commissions” with respect to Interests sold through your efforts. Additional compensation and/or expense reimbursements described therein will be payable to you only as specifically agreed by the Partnership. Payment of such compensation shall be subject to the following conditions:

(a) No compensation will be payable with respect to any subscriptions for Interests which are rejected by the Partnership or in the event the Partnership terminates the Offering, for any reason whatsoever or for no reason, without accepting subscriptions for Interests that are sold through your efforts.

(b) No compensation will be payable to you with respect to any sale of the Interests by you unless and until such time as the Partnership has received the total proceeds of any such sale in cleared funds.

Except to the extent we otherwise specifically agree in writing, all expenses incurred by you in the performance of your obligations hereunder, including, but not limited to, expenses related to the offering of the Interests and any attorneys’ fees, shall be at your sole cost and expense, and the foregoing shall apply notwithstanding the fact that the Partnership terminates the Offering, for any reason or no reason, without accepting subscriptions for Interests that are sold through your efforts.

You agree to not re-allow any portion of the commission hereunder except to a FINRA-registered broker-dealer.

4. Subscription Procedures.

(a) You agree to instruct subscribers to make their checks payable and to deliver such checks as stated in the Memorandum. If you receive a check not conforming to the foregoing instructions, you agree to return such check directly to such subscriber not later than the end of the next business day following its receipt.

(b) In the event the Memorandum provides that Offering proceeds are deliverable to an escrow agent during any period of time, then during such period all monies received by you for the purchase of any of the Interests shall be forwarded by you to the escrow agent or, if final internal supervisory review is conducted at a different location, to such final review office by the end of such next business day, which in turn will transmit same to the escrow agent by the end of the next business day following its receipt thereof.

(c) No purchase of Interest shall be effective unless and until the related Subscription Agreement is accepted by the Fund.

5. Suitability. You agree that in recommending to an investor the purchase, sale or exchange of the Interests, you shall:

(a) Have reasonable grounds to believe, on the basis of information obtained from the investor concerning his/her investment objectives, other investments, financial situation and needs, and any other information known by you, that:

(i) The investor at least meets the investor suitability standards set forth in the Memorandum;

(ii) The investor has a fair market net worth sufficient to sustain the risks inherent in the investment, including a total loss of investment and lack of liquidity; and

(iii) The investment is otherwise suitable for the investor in accordance with all applicable FINRA rules.

(b) To your knowledge, all information provided by and representations and warranties made by the potential investor pursuant to the Subscription Agreement is true and accurate;

(c) Maintain in your files (for six years following the termination of the Offering) information describing the basis upon which the determination of suitability was reached as to each investor.

(d) Communicate to each of your sales agents, representatives and other appropriate persons associated with you the above-referenced suitability standards.

6. Termination. This Agreement may be immediately terminated by the Partnership at any time upon written notice to you.

7. Compliance with Securities Laws. You understand the Interests are being offered in reliance upon the exemption from registration provided by Rule 506(b) of Regulation D under the 1933 Act and the exemptions from registration provided by the securities laws of the various states in which the Interests are offered or sold, and understand that no general solicitation will be permitted in connection with the offering and sale of the Interests. In soliciting persons to acquire the Interests, you agree to comply with any applicable requirements of the 1933 Act, Rule 506(b) of Regulation D, the 1934 Act, applicable state securities laws, the published rules and regulations thereunder and the Conduct Rules of FINRA.

8. Certain Representations regarding compliance with Rule 506(d) of Regulation D.

(a) Certain Definitions. The following definitions apply for purposes of this Section 8:

“Final order” means a written directive or declaratory statement issued by a federal or state agency described in Section(b)(iii) below under applicable statutory authority that provides for notice and an opportunity for hearing, which constitutes a final disposition or action by that federal or state agency.

“Promoter” means any person who: (i) acting alone or together with others, directly or indirectly takes initiative in founding or organizing the business or enterprise of an issuer; or (ii) in connection with the founding or organization of the business or enterprise of an issuer, directly or indirectly receives 10% or more of any class of issuer securities or 10% or more of the proceeds from the sale of any class of issuer securities (not including securities received solely as underwriting commissions or solely in exchange for property).

“Issuer Covered Person” means the Partnership; any predecessor of the issuer; any affiliated issuer; any director, executive officer (as defined in Regulation D), other officer participating in the offering, general partner or managing member of the issuer; any beneficial owner of 20% or more of the issuer’s outstanding voting equity securities, calculated on the basis of voting power; or any promoter connected with the issuer in any capacity at the time of the sale of any of the Interests pursuant to the Offering.

“Voting equity securities” are securities of the issuer that confer the right, either currently or on a contingent basis, to control or significantly influence the management and policies of the issuer through the exercise of a voting right. Voting equity securities include, but are not limited to, those that confer the right to elect or remove the directors or equivalent controlling persons of the issuer, or to approve significant transactions such as acquisitions, dispositions or financings.

“Broker Covered Person” means you and any person that has been or will be paid (directly or indirectly) remuneration by or through you for solicitation of purchasers in connection with the Offering; any general partner or managing member of you or of any such person; or any director, executive officer or other officer participating in the Offering of you or any such person or general partner or managing member of you or any such person.

“Covered Person” means any person that is a “Issuer Covered Person” or a “Broker Covered Person”.

“Commencement Date” means the date of the Memorandum.

(b) “Disqualification” means any of the following with respect to a Covered Person:

(i) Such Covered Person has been convicted, within ten years before the Commencement Date (or five years, in the case of the Partnership, its predecessors and affiliated issuers), 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;

(ii) Such Covered Person is subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the Commencement Date, that, at the time of the Commencement Date, restrains or enjoins such person 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;

(iii) Such Covered Person is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

(A) At the time of the Commencement Date, bars the person 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 ten years before the Commencement Date;

(iv) Such Covered Person is subject to an order of the SEC entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 or section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the Commencement Date:

(A) Suspends or revokes such person’s registration as a broker, dealer, municipal securities dealer or investment adviser;

(B) Places limitations on the activities, functions or operations of such person; or

(C) Bars such person from being associated with any entity or from participating in the offering of any penny stock;

(v) Such Covered Person is subject to any order of the SEC entered within five years before the Commencement Date that, at the time of the Commencement Date, orders the person 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 of 1933, section 10(b) of the Securities Exchange Act of 1934 and 17 CFR 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 and section 206(1) of the Investment Advisers Act of 1940, or any other rule or regulation thereunder; or

(B) Section 5 of the Securities Act of 1933;

(vi) Such Covered Person is 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;

(vii) Such Covered Person 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 five years before the Commencement Date, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, at the time of the Commencement Date, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or

(viii) Such Covered Person is subject to a United States Postal Service false representation order entered within five years before the Commencement Date, or is, at the time of the Commencement Date, subject to 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.

(c) Partnership Representations. The Partnership hereby represents that, as of the Commencement Date, there was no Disqualification with respect to any Issuer Covered Person. The Partnership further represents that, if any event occurs after the Commencement Date that would have been a Disqualification with respect to any Issuer Covered Person had the event occurred on the Commencement Date, then the Partnership will promptly (i) notify you in writing of such event, and (ii) terminate the Offering.

(d) Broker Representations. You hereby represent that, as of the Commencement Date, there was no Disqualification with respect to any Broker Covered Person. You further represent that, if any event occurs after the Commencement Date that would have been a Disqualification with respect to any Broker Covered Person had the event occurred on the Commencement Date, then you will promptly (i) notify the Partnership in writing of such event, and (ii) terminate your participation in the Offering.

(e) Construction. The intent of this Section 8 is to prevent the Partnership from being disqualified from utilizing the exemption afforded by Rule 506(b) of Regulation D with respect to the Offering as a result of the application of Rule 506(d) thereof, and this Section 8 shall be construed and interpreted consistent with such intent.

## 9. Indemnification.

(a) The Partnership will indemnify and hold harmless you and your agents, employees, affiliates, officers, directors and control persons from and against any and all losses, claims, damages or liabilities to which they may become subject, under the 1933 Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) the failure or alleged failure by the Partnership to perform fully and to act in compliance with, or the inaccuracy of any statements or representations of the Partnership contained in, the provisions of this Agreement, (ii) an untrue statement or alleged untrue statement of a material fact contained in the Memorandum or any amendment or supplement thereto, or (iii) the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that such untrue statement or alleged untrue statement, or such omission or alleged omission, did not result from facts or

information furnished or omitted, as the case may be, by you. The Partnership will reimburse the parties indemnified under this subsection (a) for any legal or other expenses (including, but not limited to, reasonable attorneys' fees) reasonably incurred by them in connection with investigating or defending any such claim or action for which indemnification is authorized hereby.

The indemnity agreement in this subsection (a) will be in addition to any liability which the Partnership may otherwise have and shall extend upon the same terms and conditions to each person, if any, (1) who controls you within the meaning of the 1933 Act, (2) who is your registered representative, or (3) who is a former registered representative of yours but who was your registered representative at the time the act occurred which gave rise to the liability for which indemnity is sought hereunder.

(b) You will indemnify and hold harmless the Partnership and its agents, employees, affiliates, officers, directors, managers and control persons from and against any and all losses, claims, damages or liabilities to which any of such persons may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) the failure or alleged failure by you to perform fully and to act in compliance with, or the inaccuracy of any statements or representations of yours contained in, the provisions of this Agreement, or (ii) an untrue statement or alleged untrue statement of a material fact in connection with the Offering or the omission or alleged omission to state in connection with the Offering a material fact required to be stated or necessary to make the statements otherwise made not misleading, where such untrue statement or alleged untrue statement, or such omission or alleged omission, resulted from facts or information furnished or omitted, as the case may be, by you. You will reimburse the parties indemnified under this subsection (b) for any legal or other expenses (including, but not limited to, reasonable attorneys' fees) reasonably incurred by them in connection with investigating or defending any such claim or action for which indemnification is authorized hereby.

The indemnity agreement in this subsection (b) will be in addition to any liability which you may otherwise have and shall extend upon the same terms and conditions to each person, if any, who controls the Partnership within the meaning of the 1933 Act.

(c) Promptly after receipt by an indemnified party under this Section 9 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 9, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section 9. In case any such action is brought against any indemnified party and he or it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnifying party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 9 for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation.

(d) If the right to indemnification provided for in subsections (a) or (b) of this Section 9 would by its terms be available to a person hereunder but is held to be unavailable by a court of competent jurisdiction for any reason other than because of the terms of such indemnification provision, then, the Partnership and you (collectively, the "Parties" and individually, a "Party") shall contribute to the aggregate of such losses, claims, damages and liabilities as are contemplated in those paragraphs (including, but not limited to, any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any claim, action, suit or proceeding) in the ratio in which the proceeds of the Offering have been actually received by each such Party. For purposes of the preceding sentence, proceeds paid to a Party hereunder and subsequently paid to another Party or Parties pursuant to this Agreement or otherwise shall be deemed received by the last of such Parties to whom or to which such proceeds were paid; provided, however, that proceeds paid to the Partnership and not subsequently paid to you shall be considered to be received by the Partnership. However, the right of contribution described in the preceding sentences is subject to the following limitations:

(i) In no case shall any Party be required to contribute any amount in excess of the aggregate offering proceeds actually received by it (determined as described above); and

(ii) No person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the 1933 Act shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Promptly after receipt by any person entitled to contribution under this subsection (d) of notice of commencement of any action, suit, proceeding or claim against him or it in respect of which a claim for contribution may be made against a Party or Parties, such person entitled to contribution will, if a claim in respect thereof is to be made against a Party or Parties under this subsection (d), notify the Party or Parties. Failure to so notify the Party or Parties shall not relieve the Party or Parties from any other obligation it or they may have hereunder or otherwise. If the Party or Parties are so notified, the Party or Parties shall be entitled to participate in the defense of such action, suit, proceeding or claim at its or their own expense or in accordance with arrangements satisfactory to all Parties who may be required to contribute. After notice from the Party or Parties to the person entitled to contribution of its or their election to assume its or their own defense, the Party or Parties so electing shall not be liable for any legal or other expenses of litigation subsequently incurred by the person entitled to contribution in connection with the defense thereof, other than the reasonable costs of investigation. No Party shall be required to contribute with respect to any action or claim settled without his or its consent.

10. Survival. All representations, warranties and agreements contained herein shall survive the delivery, execution and closing thereof.

11. Applicable Law; Entire Agreement. This Agreement shall be governed by, subject to and construed in accordance with the laws of the State of Texas without reference to its choice of law provisions. This Agreement constitutes the entire understanding between the parties hereto and supersedes any prior understandings or written or oral agreements between them respecting the subject matter hereof.

12. Amendments; Waiver. This Agreement may be modified or amended only by a written instrument executed by all parties hereto. No waiver of compliance with any provision or condition hereof, and no consent provided for herein, will be effective unless evidenced by an instrument in writing duly executed by the party sought to be charged therewith. No failure on the part of any party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

13. Notices. Any notice from the Partnership to you shall be deemed to have been fully given if mailed or sent to you by facsimile at your address set forth on your signature page to this Agreement.

14. Headings. Headings, titles and captions in this Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend, or describe the scope or intent of any provisions hereof.

15. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

16. Anti-Money Laundering and Customer Identification Program Compliance. FINRA Rule 3310 requires each broker/dealer member to develop and implement a written anti-money laundering program reasonably designed to achieve and monitor the member's compliance with the requirements of the Bank Secrecy Act and the implementing regulations promulgated thereunder by the Department of the Treasury. In addition, the Department of Treasury and the Securities and Exchange Commission have jointly issued a final rule, 31 CFR 103.122, that requires broker/dealers to establish a written Customer Identification Program (CIP) to verify the identity of each customer who opens an account. Under the rule, which implements Section 326 of the USA PATRIOT Act, broker/dealers are required to implement reasonable procedures to: (1) verify the identity of any person seeking to open an account, to the extent reasonable and practicable; (2) maintain records of the information used to verify the person's identity; and (3) determine whether the person appears on any lists of known or suspected terrorists or terrorist organizations provided to brokers or dealers by any government agency. The written CIP must also include recordkeeping

procedures and procedures for providing customers with notice that the broker/dealer is requesting information to verify their identity. By signing and returning the form enclosed herewith, you confirm that you will comply with the requirements of the foregoing with respect to transactions entered into or contemplated by this Agreement.

17. Assignment. Your rights and obligations under this Agreement may not be assigned, in whole or in part.

[The following page is a signature page.]

Please confirm this Agreement to solicit persons to acquire Interests on the foregoing terms and conditions by signing and returning the form enclosed herewith.

Very truly yours,

GMI-HARRISON 165, LP

By: GMI-HARRISON 165 GP, LLC, general partner

By: \_\_\_\_\_  
William P. Glass, Manager

GMI-HARRISON 165, LP  
251 O'Connor Ridge Blvd., Suite 100  
Irving, Texas 75038  
Attn: William P. Glass

Re: Offering of Limited Partner Interests

Gentlemen:

The undersigned confirms its agreement to act as a Soliciting Dealer as referred to in the foregoing Soliciting Dealer Agreement subject to the terms and conditions of such Agreement. In addition to indicating the truth of all of the representations and agreements as set forth in the Agreement, the undersigned hereby confirms that it is registered as a broker-dealer with the Financial Industry Regulatory Authority, and is qualified under federal law and the laws of the states in which sales are to be made by the undersigned to act as a Soliciting Dealer. The undersigned further acknowledges receipt of a copy of the Memorandum.

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
(Print Name of Firm)

By: \_\_\_\_\_  
(Authorized Representative)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_