

SUBSCRIPTION AGREEMENT

To: NBTA ECOM FUND 2 Limited Partnership

From: _____ Number of Units
 (Full legal name(s) of Subscriber(s)) Subscribed for: _____
 (\$250,000 per Unit)

Ladies and Gentlemen:

I, the undersigned, desire to become a Limited Partner in NBTA ECOM FUND 2 Limited Partnership, a Wyoming limited partnership (the "Fund"). I hereby subscribe for and agree to purchase the above-indicated number of Units of Limited Partnership Interest (the "Units") in the Fund as described in the Fund's Limited Partnership Agreement, as amended, which is incorporated herein by reference as if fully set forth (the "Limited Partnership Agreement") as set forth and further described in the Fund's Memorandum, as may be amended or supplemented from time to time (the "Memorandum"), receipt of which is acknowledged, upon acceptance of this Subscription Agreement by the Fund's General Partner. I am delivering with this Subscription Agreement a check or bank wire payable to the order of "NBTA ECOM FUND 2 Limited Partnership" in the amount for each Unit to which this Subscription Agreement relates. I acknowledge that the Fund has the unconditional right to accept or reject this Subscription Agreement for any or no reason. I acknowledge that if for any reason the Fund rejects my subscription that my funds will be refunded promptly without interest or further obligation on my part.

By executing this Subscription Agreement, I further acknowledge that I have received the Memorandum and the Limited Partnership Agreement in the form included as an exhibit therein (the "Limited Partnership Agreement") and that I am familiar with and understand each of the terms contained therein including the "Risk Factors" section set forth in the Memorandum. I represent and warrant, in determining to purchase Units, that I have relied solely upon the Memorandum (including any exhibits thereto) and the advice of my own legal counsel and accountants or other financial advisers with respect to the tax and other consequences involved in purchasing Units. I acknowledge that the Units being acquired will be governed by the terms and conditions of the Limited Partnership Agreement, which I accept and to which I agree to be legally bound.

I represent and warrant that I have investment sophistication and a net worth of at least the amount indicated and/or otherwise qualify as an "Accredited Investor" under the Act. as represented by my signature on my Suitability Questionnaire which is incorporated by reference as if fully set forth herein. I further represent and warrant that the Units being acquired will be acquired for my own account without a view to public distribution or resale and that I have no contract, undertaking, agreement or arrangement to sell or otherwise transfer or dispose of any Units or any portion thereof to any other Person. I represent and warrant that I can bear the economic risk of the purchase of Units including the total loss of my investment and that I have such knowledge and experience in business and financial matters, including the analysis of or participation in offerings of this nature, as to be capable of evaluating the merits and risks of an investment in the Units, or that I am being advised by others (acknowledged by me as being my "Purchaser Representative(s)") such that together we are capable of making such evaluation.

I understand that the Units have not been registered under the Securities Act of 1933, as amended (the "Act"), or the securities laws of any state and are subject to substantial restrictions on transfer as described in the Memorandum which restrictions are in addition to certain other restrictions set forth in the Limited Partnership Agreement. I agree that I will not sell or otherwise transfer or dispose of any Units or any portion thereof unless (i) such Units are registered under the Act and any applicable state securities laws or, if required by the Fund, I obtain an opinion of counsel that it is satisfactory to the Fund that such Units may be sold in reliance on an exemption from such registration requirements and (ii) the transfer is otherwise made in accordance with the Limited Partnership Agreement. I understand that the Fund has no obligation or intention to register any Units for resale or transfer under the Act or any state securities laws or to take any action (including the filing of reports or the publication of information as required by Rule 144 under the Act) which would make available any exemption from the registration requirements of any such laws and therefore I may be precluded from selling or otherwise transferring or disposing of

any Units or any portion thereof for an indefinite period of time or at any particular time. I also understand and acknowledge that there is no guarantee or assurance that the Fund will elect to redeem my Units at any time if ever.

I acknowledge that I have relied upon the advice of my own legal counsel and accountants or other financial advisers with respect to the tax and other considerations relating to the purchase of Units and have been offered, during the course of discussions concerning the purchase of Units, the opportunity to ask such questions and inspect such documents concerning the Fund and its business and affairs so as to understand more fully the nature of the investment and to verify the accuracy of the information supplied. I represent and warrant that (i) if an individual, I am at least 21 years of age; (ii) I have adequate means of providing for my current needs and personal contingencies; (iii) I have no need for liquidity in my investments; (iv) I maintain my principal residence or principal place of business at the address provided in the attached Suitability Questionnaire, which is incorporated herein by reference; (v) all investments in and commitments to non-liquid investments are, and after the purchase of Units will be, reasonable in relation to my net worth and current needs; and (vi) any financial information that I provide herewith or that I subsequently submit at the request of the Fund, does or will accurately reflect my financial condition in which I do not anticipate any material adverse change. I understand that no federal or state agency including the U.S. Securities and Exchange Commission or the securities commission or authorities of any other state have approved or disapproved the Units, passed upon or endorsed the merits of the Offering of Units or the accuracy or adequacy of the Memorandum, or made any finding or determination as to the fairness of the Units for investment. I understand that the Units are being offered and sold in reliance on specific exemptions from the registration requirements of federal and state laws and that the Fund is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to determine my suitability to acquire Units.

I represent, warrant and agree that if I am acquiring Units in a fiduciary capacity, (i) the above representations, warranties, agreements, acknowledgments and understandings shall be deemed to have been made on behalf of the person or persons for whose benefit such Units are being acquired, (ii) the name of such person or persons is indicated below under the subscriber's name and (iii) such further information as the Fund deems appropriate shall be furnished regarding such person or persons. I represent and warrant that the attached Suitability Questionnaire is true and complete and agree that the Fund may rely on the truth and accuracy of such information for purposes of assuring the Fund, the General Partner, and its Affiliates that they may rely on the exemptions from the registration requirements of the Act and of any applicable state statutes or regulations; and, further agree that the Fund and its Affiliates may present such information to such parties as it deems appropriate if called upon to verify the information provided or to establish the availability of an exemption from registration under the Act or any state securities statutes or regulations or if the contents are relevant to any issue in any action, suit or proceeding which it is or may be bound.

I further hereby irrevocably constitute and appoint, with full power of substitution, the Fund's General Partner and/or its managers as my agents, with full power and authority in my name, place and stead to make, execute, swear to, acknowledge, deliver, file and record: (1) All certificates, instruments, documents and other papers (including without limitation any business certificate, fictitious name certificate, and articles of organization) and amendments thereto which may from time to time be required under the laws of the United States of America or the State of Wyoming, or required by any political subdivision or agency of any of the foregoing or otherwise, or which the Fund deems appropriate or necessary, to qualify or to continue the qualification of the Fund as a limited partnership, to qualify as a foreign limited partnership, to register the Fund as a registered limited partnership, to carry on the objects and intent of the Limited Partnership Agreement, to conduct the business and affairs of the Fund, to admit, substitute or delete Partners in the Fund and to effect the termination and dissolution of the Fund; and (2) All instruments that the Fund deems appropriate to reflect a change or modification of the Fund in accordance with the terms of the Limited Partnership Agreement and all amendments and/or restatements of the Limited Partnership Agreement adopted in accordance with the provisions thereof; and (3) All conveyances and other instruments that the Fund deems appropriate to effect the transfer of interests in the Fund, to admit, substitute or delete Partners, to sell, exchange or dispose of assets of the Fund, to borrow money and otherwise to enter into financing transactions in the name of or otherwise on behalf of the Fund and to reflect the dissolution and termination of the Fund. The agency granted hereby shall be deemed to be a power coupled with an interest, shall survive my death or legal incapacity, and shall survive the delivery of an assignment by me of all or any portion of my interest in the Fund or any interest therein

OFFERING MEMORANDUM

except that, when the assignee thereof has been approved by the Fund for admission to the Fund as a Partner, the power shall survive the delivery of such assignment with respect to the assigned interest only for the purpose of enabling the Fund to execute, acknowledge and file any instruments necessary to effect such substitution.

IN WITNESS WHEREOF, intending to be irrevocably and legally bound, together with my personal representative(s), if any, my successors and assigns, I hereby execute, adopt and agree to all of the terms, conditions, representations and agreements of the Memorandum including all exhibits, as amended and supplemented from time to time, the Limited Partnership Agreement, as amended, the attached Suitability Questionnaire, and this Subscription Agreement and agent designation set forth above as of the Subscription Date indicated.

X _____
Authorized Signature

X _____
Second Authorized Signature (if applicable)

Print Name

Print Name

Date

Date

Title (if applicable)

Title (if applicable)

Name of Entity (if applicable)

Name of Entity (if applicable)

ACCEPTANCE:

NBTA ECOM FUND 2 Limited Partnership, a Wyoming limited partnership

By: NBTAGP LLC, its General Partner

By: _____

Effective Date of Acceptance: _____

Name: _____

Title: Manager