

## **IMPORTANT NOTICE**

**PRIOR TO INVESTING IN THE FUND, ALL SUBSCRIBERS MUST CAREFULLY READ THE FUND'S PROSPECTUS AND THE FUND'S AGREEMENT AND DECLARATION OF TRUST ATTACHED THERETO. AN INVESTMENT IN THE FUND INVOLVES RISKS AND CONFLICTS AS DESCRIBED IN THE FUND'S PROSPECTUS. SHARES IN THE FUND ARE ONLY APPROPRIATE FOR THOSE INVESTORS WHO CAN TOLERATE A HIGH DEGREE OF RISK AND DO NOT REQUIRE A LIQUID INVESTMENT. NO SHAREHOLDER WILL HAVE THE RIGHT TO TRANSFER ITS SHARES WITHOUT THE PERMISSION OF THE FUND AND NO SHAREHOLDER WILL HAVE THE RIGHT TO REQUIRE THE FUND TO REPURCHASE SHARES. ACCORDINGLY, YOU SHOULD CONSIDER THAT YOU MAY NOT HAVE ACCESS TO THE FUNDS YOU INVEST IN THE FUND FOR AN INDEFINITE PERIOD OF TIME.**

## Hamilton Lane Private Assets Fund Class R Application

This Subscription Booklet is utilized for the private offering of shares of beneficial interest (the “Shares”) in the Hamilton Lane Private Assets Fund (the “Fund”). This Subscription Booklet may be used only by investors that are “accredited investors” within the meaning of Rule 501 under the U.S. Securities Act of 1933, as amended (the “Securities Act”) and “qualified clients” within the meaning of Rule 205-3 under the Investment Advisers Act of 1940, as amended (“Advisers Act”).

**All Applications must be received FIVE BUSINESS DAYS before the end of the month for a subscription to be accepted.**

**DISCRETIONARY ACCOUNTS must provide a copy of the Investment Management Agreement. If you have discretion on the account, you are an Authorized Signor and may sign on behalf of the client.**

**ALL WIRED AMOUNTS must be received THREE BUSINESS days before the end of the month for a subscription to be accepted and effective as of the beginning of the month immediately following such receipt.**

**ALL PURCHASE CHECKS must be received TEN BUSINESS days before the end of the month for a subscription to be accepted and effective as of the beginning of the month immediately following such receipt. In order to purchase, all checks must clear prior to month end.**

**NOTE that subscriptions by individual retirement accounts (IRAs) require the signature of the qualified IRA custodian or trustee of the IRA.**

**For more information, please call us toll-free at: 1.888.882.8212  
Fax Number: 816.860.3140**

**Applications can be emailed to [AIProcessing@umb.com](mailto:AIProcessing@umb.com) OR mailed to the addresses below.**

**Overnight address:  
Hamilton Lane Private Assets Fund  
Attn: UMB Fund Services  
235 W. Galena St.  
Milwaukee, WI 53212**

**U.S. Mailing Address:  
Hamilton Lane Private Assets Fund  
Attn: UMB Fund Services  
P.O. Box 2175  
Milwaukee, WI 53201**

**Wiring Instructions:  
UMB Bank N.A.  
928 Grand Boulevard  
Kansas City, MO 64106  
ABA: 101000695  
Account Number: 9872325508  
Account Name: Hamilton Lane Private Assets Fund Class R  
FBO: (Insert Investor Name)**

## Acknowledgment

**A** I agree to become a shareholder of the Fund and in connection therewith subscribe for and agree to purchase Shares of the Fund on the terms provided for in (i) this Subscription Booklet, (ii) the Fund's Prospectus and Statement of Additional Information ("SAI"), (iii) the Agreement and Declaration of Trust (the Agreement and Declaration of Trust, together with this Subscription Agreement, the Prospectus and SAI, the "Fund Documents") and (iv) the Privacy Notice of the Fund in which I am investing and agree to be bound by their terms and conditions. I certify that I have the authority and legal capacity to make this purchase and that I am of legal age in my state of residence.

**B** I authorize the Fund and its agents to act upon instructions (by phone, in writing or other means) believed to be genuine and in accordance with the procedures described in the Fund Documents for this account. I agree that neither the Fund nor the transfer agent will be liable for any loss, cost or expense for acting on such instructions.

**C** I am aware that an investment in the Fund involves substantial risks and have determined that a subscription is a suitable investment for me and that, at this time, I can bear a complete loss of my entire investment therein.

**D** I understand that under the terms of the Fund Documents, shareholders cannot withdraw from the Fund and Shares cannot be transferred, except as provided in the Fund Documents. I understand that liquidity is generally only available through periodic tender offers by the Fund, that the Fund is under no legal obligation to conduct any such tender offers, and that any repurchases of Shares will be made at such times and on such terms as may be determined by the Board of Trustees, of the Fund from time-to-time in its sole discretion. Consequently, I acknowledge that I am aware that I may have to bear the economic risk of investment in the Fund indefinitely and that Shares are speculative and illiquid securities involving substantial risk of loss.

**E** I understand that the Fund Documents are not an offer to sell Shares and are not soliciting an offer to buy Shares in any state or jurisdiction where such offer or sale is not permitted.

**F** I will acquire Shares of the Fund for my own account for investment purposes only, and not with a view to or for the re-sale, distribution or fractionalization thereof, in whole or in part. I agree not to offer, sell, transfer, pledge, hypothecate or otherwise dispose of, directly or indirectly, all or any number of the Shares or any interest therein, except in accordance with the terms and provisions of the Fund Documents and applicable law (including without limitation, the registration requirements of the Securities Act or an exemption therefrom, and any other applicable securities laws).

**G** I certify that I am not a Foreign Financial Institution as defined in the U.S.A. Patriot Act.

## H

- (1) I certify that if I am a Fiduciary executing this investor certification on behalf of an employee benefit plan as defined in Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is subject to ERISA (a "Plan"), I represent and warrant that Hamilton Lane Advisors, L.L.C. (the "Investment Manager") and its affiliates have not

acted as a Fiduciary under ERISA with respect to the purchase, holding or disposition of Shares, and that no advice provided by the Investment Manager or any of its affiliates has formed a basis for any investment decision by the Plan or me in connection with such purchase, holding or disposition.

- (2) I further represent and warrant that the investment by the Plan in the Fund is prudent for the Plan (taking into account any applicable liquidity and diversification requirements of ERISA), and that the investment in the Fund is permitted under ERISA, the Internal Revenue Code, other applicable law and the governing plan documents of the Plan.
- (3) I further represent and warrant that the Plan's purchase of the Shares does not, and will not (assuming compliance by the Fund with its governing agreements), result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Internal Revenue Code (or in the case of any governmental plan, any Federal, state or local law that is substantially similar).

**I** In connection with the Fund's efforts to comply with applicable laws concerning money laundering and related activities, I represent, warrant and agree that to the best of my knowledge based upon reasonable diligence and investigation:

- (1) I am not (nor is any person or entity controlled by, controlling or under common control with me, or any of my beneficial owners) any of the following:

- (a) A person or entity listed in the Annex to Executive Order 13224 (2001) issued by the President of the United States, which is posted on the website of the U.S. Department of Treasury (<http://www.treas.gov>).

- (b) Named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control (OFAC), which is posted on the website of the U.S. Department of Treasury (<http://www.treas.gov>) under "OFAC/SDN List."

- (c) A person or entity resident in, or whose subscription funds are transferred from or through an account in, a foreign country or territory that has been designated as a "Non-Cooperative Jurisdiction" by the Financial Action Task Force.

- (d) A person or entity resident in, or in the case of an entity organized or chartered under the laws of, a jurisdiction that has been designated by the Secretary of the U.S. Treasury under Sections 311 or 312 of the U.S.A. Patriot Act, and the regulations promulgated thereunder as warranting special measures due to money laundering concerns. For updates, see the website of the U.S. Department of Treasury (<http://www.treas.gov>).

- (e) A foreign shell bank (See U.S.A. Patriot Act and related regulations for definition).

- (f) A senior foreign political figure. This restriction on senior foreign political figures also applies to any immediate family member of such Figure or close associate of such Figure (See U.S.A. Patriot Act and

- related regulations for definition).
- (2) No consideration that I have contributed or will contribute to the Fund:
- (a) Shall originate from, nor will they be routed through, a foreign shell bank or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction.
  - (b) Has been or shall be derived from, or Related to, any activity that is deemed criminal under U.S. law.
  - (c) Shall cause the Fund or the Investment Manager to be in violation of the U.S. Bank Secrecy Act and all other federal anti-money laundering regulations.
- (3) I understand and agree that if at any time it is discovered that any of the representations in this Section I are incorrect, or if otherwise required by applicable law related to money laundering and similar activities, the Investment Manager may, in their sole discretion and notwithstanding anything to the contrary in the Fund Documents, as each may be amended or modified from time to time, undertake appropriate actions to ensure compliance with applicable law, including but not limited to freezing, segregating or redeeming my subscription in the Fund.
- (4) I further understand that the Fund or the Investment Manager may release confidential information about me and, if applicable, any underlying beneficial ownership, to proper authorities if the Fund or the Investment Manager, in their sole discretion, determines that it is in the best interests of the Fund in light of applicable law concerning money laundering and similar activities.
- (5) I agree to provide to the Fund any additional information that the Fund deems necessary or appropriate to ensure compliance with all applicable laws concerning money laundering and similar activities. I shall promptly notify the Fund if any of the

representations in this Section I cease to be true and accurate. I agree to call the Fund if I need more information about Section I or if I am unsure whether any of the categories apply to me.

**J** I understand that the Fund and its affiliates are relying on the certification and agreements made herein in determining my qualification and suitability as an investor in the Fund. I understand that an investment in the Fund is not appropriate for, and may not be acquired by, any person who cannot make this certification, and, to the extent permitted by applicable law, agree to indemnify the Fund and its affiliates, the Investment Manager and its affiliates, and their respective directors, trustees, managers, members, shareholders, partners, officers, and employees and hold each of them harmless from any liability that they may incur as a result of this certification being untrue in any respect.

**K** [Reserved]

**L** The representations, warranties, agreements, undertakings and acknowledgments made by me in this Application are made with the intent that they be relied upon by the Fund in determining my suitability as an investor in the Fund, and shall survive my investment. I agree to provide, if requested, any additional information that may reasonably be required to determine eligibility to invest in the Fund or to enable the Fund to determine the Fund's compliance with applicable regulatory requirements or tax status. In addition, I undertake to notify the Fund immediately of any change with respect to any of the information or representations made herein and to provide the Fund with such further information as the Fund may reasonably require.

**M** I acknowledge that this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware with all rights being governed by Delaware law without regard to any applicable rules relating to conflicts of laws.





### 3. Custodian Information

Must be completed for IRA and custodied taxable accounts.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Custodian Tax ID

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Number

### 4. Custodian Bank Information

Must be completed for IRA and custodied taxable accounts.

\_\_\_\_\_  
Custodian Bank Name

\_\_\_\_\_  
Bank Phone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Name(s) on Bank Account

\_\_\_\_\_  
Bank Account Number ABA Number (available from your bank)

\_\_\_\_\_  
For Further Credit Name

\_\_\_\_\_  
For Further Credit Account Number

### 5. Broker/Dealer or Financial Advisor Information\*

RIA By checking this box, the RIA/Advisor agrees that they are ineligible for any payments on behalf of this trade. Including, but not limited to, receiving tender and/or distribution proceeds on behalf of the investor, any revenue sharing, distribution and service fees (if applicable), etc.

\_\_\_\_\_  
Investor Account Number at Firm

\_\_\_\_\_  
Broker/Dealer Name

\_\_\_\_\_  
Broker/Dealer Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Broker/Dealer Phone Number

\_\_\_\_\_  
Rep Name

\_\_\_\_\_  
Rep Phone Number Rep Number/CRD #

\_\_\_\_\_  
Rep Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Rep E-mail Address

*\* Prospective investors are advised and hereby acknowledge that the Investment Manager and/or its respective affiliates may pay ongoing consideration to intermediaries in connection with the offering and sale of Shares and/or ongoing services provided by such parties in connection therewith.*

### 6. Investment Instructions

Initial Investment minimum is \$50,000; subsequent investment minimum is \$10,000.

- Purchase by check:** make check payable to Hamilton Lane Private Assets Fund
- Purchase by wire** (wire instructions are on cover page)

\$ \_\_\_\_\_ subscription amount

Sales Charge:  **YES**  **NO**

Amount: \$ \_\_\_\_\_ or \_\_\_\_\_ %

The Investor acknowledges that a sales charge of up to 3.5% of the Subscription Amount specified above may be charged by the Sales Agent in connection with this investment and that only the net amount, after deduction of the sales charge, will be invested in the Fund.

## 7. Bank Information

For direct investments only; all custodied accounts must complete section 4.

Please attach a voided, unsigned check or deposit slip for this bank account. *If information on voided check differs from information on this application, the information from the voided check will be used.*

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
Bank Phone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Name(s) on Bank Account

\_\_\_\_\_  
Bank Account Number ABA Number (available from your bank)

This is a:  Checking Account or  Savings Account

## 8. Distribution Instructions

Reinvestment required for IRAs.

All distributions will be reinvested unless the following is checked:

- Send all distributions via WIRE to the Custodian listed in Section 4.
- Send all distributions via WIRE to the bank listed in Section 7.

## 9. Please indicate your preference of Cost Basis Relief

If none selected, the default will be FIFO (first in, first out).

- FIFO (first in, first out)
- LIFO (last in, first out)
- LOFO (lowest in, first out)
- Average Cost
- HIFO (highest in, first out)
- Specific Lot ID

If no option is selected above, your account will use the Fund's default method. If your account cost basis method is Average Cost, whether by election or default, and you are receiving a gift, you agree to receive that gift at FMV if received at a loss.

## 10. Accredited Investor Status

I certify that I am an "accredited investor" at the time of my investment in the Fund because I satisfy one or more of the categories of accredited investor listed below.

By checking the foregoing box, I hereby certify that I either (a) have a net worth, or joint net worth<sup>[1]</sup> with my spouse or spousal equivalent,<sup>[2]</sup> in excess of \$1,000,000 (excluding the value of my primary residence) or (b) have had an individual annual adjusted gross income during the last two full calendar years of in excess of \$200,000 (or joint income together with my spouse or spousal equivalent of in excess of \$300,000) and reasonably expect to have an annual income in excess of \$200,000 (or joint income together with my spouse or spousal equivalent of in excess of \$300,000) during the current calendar year, I have no reason to believe that my income will not remain in excess of \$200,000 (or joint income in excess of \$300,000) for the foreseeable future.

By checking the foregoing box, I hereby certify that I am an individual holding, in good standing, a Financial Industry Regulatory Authority, Inc. ("FINRA") Series 7, Series 82 or Series 65 license or any such other professional certification, designation or credential that has been designated by an order of the SEC as qualifying an individual for accredited investor status.<sup>[3]</sup> Please list each such professional certification, designation or other credential held by the Subscriber:

As applicable, please list the FINRA member or investment adviser with which the Subscriber is associated:

\_\_\_\_\_  
*The Fund, in its sole discretion, may request additional information regarding Subscriber's credential referred to above.*

By checking the foregoing box, I hereby certify that I am a family client<sup>[4]</sup> of a family office<sup>[5]</sup> and: (i) such family office has total assets under management in excess of \$5,000,000; (ii) such family office was not formed for the specific purpose of acquiring the Units; and (iii) my prospective investment in the Fund is directed by a representative of such family office 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.

## 11. Qualified Client Status

I certify that I am a "qualified client" at the time of my investment in the Fund because I satisfy one or more of the categories of qualified client listed below.

FOR INDIVIDUALS:

A natural person who: (i) has a net worth (including assets jointly held with spouse) exceeding \$2,200,000, or (ii) has at least \$1,100,000 under the management of the Fund's investment adviser, or (iii) is a "qualified purchaser" as defined in Section 2(a)(51)(a) of the 1940 Act. For purposes of calculating net worth: (i) your primary residence shall not be included as an asset; (ii) indebtedness that is secured by your primary residence, up to the estimated fair market value of the primary residence at the time you invest in the Fund, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time you invest in the Fund exceeds the amount outstanding 60 days before such time,

