

Constitution Capital Access Fund Class A, Class D and Class I Application

This Subscription Booklet is utilized for the offering of shares of beneficial interest (the “Shares”) in the Constitution Capital Access Fund (the “Fund”). This Subscription Booklet may be used only by investors that are: (i) “accredited investors” as defined in Regulation D under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and (ii) “qualified clients” within the meaning of Rule 205-3 under the Investment Advisers Act of 1940, as amended (the “Advisers Act”).

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

ALL WIRED AMOUNTS must be received FOUR 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.

NOTE that subscriptions by non-US investors require the completion of the Non-US Investor Addendum included in Appendix A.

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.

For more information, please call us toll-free at: 1.855.551.2276

Fax Number: 402-609-7043

Email: CCAF@ultimusfundsolutions.com

Overnight address:

**Constitution Capital Access Fund
Attn: Ultimus Fund Solutions
225 Pictoria Drive, Suite 450
Cincinnati, OH 45246**

U.S. Mailing Address:

**Constitution Capital Access Fund
Attn: Ultimus Fund Solutions
P.O. Box 46707
Cincinnati, OH 45246-0707**

Wiring Instructions:

Class A, I, and D

**First National Bank of Omaha
1620 Dodge Street
Omaha, NE 68197**

ABA: 104000016

Account Number: 734819538

**Account Name: Constitution
Capital Access Fund LLC**

FBO: (Insert Investor Name)

IMPORTANT NOTICE

PRIOR TO INVESTING IN THE FUND ALL SUBSCRIBERS MUST CAREFULLY READ THE FUND'S PROSPECTUS AND THE FUND'S LIMITED LIABILITY COMPANY AGREEMENT 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.

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 Fund's Limited Liability Company Agreement and (iv) the Fund's Privacy Notice (together with the Subscription Booklet, Prospectus and SAI, the "Fund Documents"), and agree to be bound by the terms and conditions of the Fund Documents. 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 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 Constitution Capital PM, L.P. (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 (to the best of the Plan's knowledge and 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 order to comply with applicable anti-money laundering, counter-terrorist financing, sanctions, and customer identification requirements, the Fund, its administrator, or other service providers may require investors to provide additional documentation or information, including, without limitation, government-issued identification, proof of address, organizational documents, beneficial ownership information, tax residency certifications, and information regarding the source of funds or source of wealth. The Fund reserves the right to reject any subscription or to suspend or redeem Shares if an investor fails to provide information requested in connection with such compliance procedures.

- (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, or the Investment Manager may, in their sole discretion and notwithstanding anything to the contrary in the Fund’s 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, the Platform Manager 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.

Constitution Capital Access Fund Subscription Document

The Fund accepts investments from U.S. and non-U.S. investors, including individuals and entities, subject to the Fund's eligibility requirements set forth in this Booklet and the Fund Documents, applicable law, and the Fund's anti-money laundering, sanctions, tax documentation, and investor verification procedures. Investors must provide such identifying, tax, and other information as the Fund or its agents may reasonably require in order to verify identity, establish investor eligibility, determine tax status, and confirm the lawful source of subscription proceeds. The Fund reserves the right, in its sole discretion, to reject any subscription or to limit, suspend, or prohibit ownership by any investor, including any non-U.S. investor, where the Fund determines that such ownership may result in adverse tax consequences, regulatory burdens, operational complexity, or other material risks to the Fund or its shareholders.

I/we wish to subscribe to the following share class

Class A Shares

Class I Shares

Class D Shares

Initial Investment

Subsequent Investment

1. Account Registration

Please choose the appropriate section to complete based upon the Account type you wish to establish. Note, if you are completing Section C, it is required that you provide beneficial owner information and authorized Controlling Individual.

Section A:

Individual

Joint*

Individual Retirement Account (IRA)

*(*may not be a minor; joint tenants with rights of survivorship unless otherwise noted)*

Owners Name

Owner's Identification Number (U.S. SSN, foreign TIN, passport number, or other government-issued ID)

Date of Birth (DOB)

Joint Owner's Name

Joint Owner's Identification Number (U.S. SSN, foreign TIN, passport number, or other government-issued ID)

Joint Owner's DOB

Section B: **Trust**

Trust instrument documentation required.

Note: For a Statutory Trust, please complete the Entity section below.

Trust Name

Tax ID

Date of Trust

Trustee Name

Trustee Identification Number (U.S. SSN, foreign TIN, passport number, or other government-issued ID)

Date of Birth

Additional Trustee Name (if applicable)

Additional Trustee Identification Number (U.S. SSN, foreign TIN, passport number, or other government-issued ID)

Date of Birth

Section C:

Organization documentation required such as articles of incorporation. If a Statutory Trust, please include entire trust instrument.

- Statutory Trust Partnership S-Corporation
- C-Corporation Government Other Entity: _____
- LLC Classified for tax purposes by one of the following:
 - Partnership
 - S-Corporation
 - C-Corporation

Check if appropriate: I am an exempt recipient as defined under U.S. federal income tax regulations (e.g., C-Corporation, financial institution, registered broker-dealer, or tax exempt organization).

Exempt payee code: _____

Note: Please see IRS Form W-9 for a list of exempt payee codes.

Entity Tax Identification Number

Name of Entity

Certification of Beneficial Owners for Legal Entity Clients

This information is required by federal regulations as a means to identify and document information for individuals who own and/or control a legal entity.

To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. A legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in The United States of America or a foreign country. A legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

Do not complete if the entity is publicly traded on an exchange or subject to ERISA.

Beneficial Owners

Identify each individual who owns—directly or indirectly through any agreement, arrangement, understanding, relationship, or otherwise—25% or more of the equity interests of the legal entity.

Check this box if no individual owns 25% or more of the legal entity and that you will inform the Fund if/when an individual assumes 25% or more ownership.

(1) Beneficial Owner’s Name (first, middle, last)

Beneficial Owner’s Residence Address

Beneficial Owner’s Identification Number (U.S. SSN, foreign TIN, passport number, or other government-issued ID)

(2) Beneficial Owner’s Name (first, middle, last)

Beneficial Owner’s Residence Address

Beneficial Owner’s Identification Number (U.S. SSN, foreign TIN, passport number, or other government-issued ID)

(3) Beneficial Owner’s Name (first, middle, last)

Beneficial Owner’s Residence Address

(Section C continued)

Beneficial Owner's Identification Number (U.S. SSN, foreign TIN, passport number, or other government-issued ID)

(4) Beneficial Owner's Name (first, middle, last)

Beneficial Owner's Residence Address

Beneficial Owner's Identification Number (U.S. SSN, foreign TIN, passport number, or other government-issued ID)

Authorized Controlling Individual

Provide information for one individual with significant responsibility for managing the legal entity (ex: CEO, CFO, managing member, general partner, president, treasurer, etc.)

Authorized Controlling Individual's Name (first, middle, last)

Authorized Controlling Individual's Residence Address

Identification Number (U.S. SSN, foreign TIN, passport number, or other government-issued ID)

Date of Birth

2. Mailing Address and Other Contact Information

Applications must include the investor's primary residential or business street address (no P.O. Boxes). Non-U.S. addresses are permitted, provided that the investor supplies all documentation required by the Fund and its service providers to satisfy applicable anti-money laundering, sanctions, tax reporting, and investor verification requirements.

Street Address (If P.O. Box, please indicate the residential/street address below.)

City

State

Zip

Daytime Telephone

Evening Telephone

E-mail Address*

** Please note that by providing an e-mail address, you are consenting to electronic delivery of fund documentation if and when it becomes available. Your selection applies to any periodic reports and all other account-related documents that the Fund will send to you. Many of the documents will contain confidential information that is specific to your private financial matters. Regardless of the delivery method you select, the Fund will take reasonable precautions to ensure the integrity, confidentiality and security of the documents, but will not be liable for any interception. Please note that you will first receive a hard copy trade confirmation with your account number which you will need in order to register your account online for electronic delivery. Once you register, the Fund will deliver a document to you via email with a link to the document. Such selection will remain in effect as long as you maintain an investment with the Fund or until you notify the Fund of a change. The Fund does not impose any additional charge for electronic delivery, but you may incur charges from your Internet service provider, your telephone company or other Internet access provider. In addition, there are risks, such as systems outages, that are associated with electronic delivery.*

Additional Address or
 Residential/Street Address

Send copies of confirmations and statements for this account to:

Name

Street Address

City

State

Zip

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

Street Address

City

State

Zip

Bank Phone Number

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*

Investor Account Number at Firm

Broker/Dealer Name

Broker/Dealer CRD#

Broker/Dealer Address

City

State

Zip

Broker/Dealer Phone Number

Rep Name _____ Rep Number/CRD # _____

Rep Address _____

City _____ State _____ Zip _____

Rep E-mail Address _____ Rep Phone Number _____

** 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 \$25,000 for Class A Shares, \$25,000 for Class D shares and \$500,000 for Class I shares; subsequent investment minimum is \$1,000.

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 in Class A and Class D shares 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 _____

Street Address _____

City _____ State _____ Zip _____ Bank Phone Number _____

Name(s) on Bank Account _____

Bank Account Number _____ ABA Number (available from your bank) _____

For Further Credit Name _____ For Further Credit Account Number _____

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.

The subscriber is: (write corresponding letter(s)
in box provided)

FOR INDIVIDUALS:

- A. I hereby certify that I either:
- Have a net worth, or joint net worth with my spouse of spousal equivalent, in excess of \$1,000,000 (excluding the value of my primary residence) or;
 - 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.
- B. 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. 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.

FOR ENTITIES:

- An entity, including a grantor trust, in which all of the equity owners are "accredited investors" (for this purpose, the beneficiary of a trust is not an equity owner, but the grantor of a grantor trust is an equity owner).
- A "bank" as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act. Whether acting in its individual or fiduciary capacity.
- An "insurance company" as defined in Section 2(a)(13) of the Securities Act.
- A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").
- An investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act").
- A "business development company" as defined in Section 2(a) (48) of the Investment Company Act.
- A small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended.
- A "private business development company" as defined in Section 202(a)(22) of the Advisers Act.

- K. An organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, a corporation, Massachusetts or similar business trust, limited liability company or partnership, not formed for the specific purpose of acquiring Shares, with total assets in excess of U.S. \$5 million.
- L. A trust with total assets in excess of U.S. \$5 million not formed for the specific purpose of acquiring Shares, whose purchase is directed by a person with such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares.
- M. An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, if the decision to invest in the Shares is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of U.S. \$5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
- N. A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if the plan has total assets in excess of U.S. \$5 million.

FOR FAMILY OFFICE INVESTORS:

- O. By checking the foregoing box, I hereby certify that I am a family client of a family office 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.

The Investor is:

Please write the corresponding letter(s) that apply, in the box above. This box must be completed.

FOR INDIVIDUALS:

- A. A natural person who: (i) has a net worth (including assets jointly held with spouse) exceeding \$2,700,000, or (ii) has at least \$1,400,000 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, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by your primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability.

FOR ENTITIES:

- B. Investment Companies: An entity that is (i) exempt from registration as an investment company under §3(c)(1) of the 1940 Act, (ii) an investment company registered under the 1940 Act or (iii) a “business development company” as defined in Section 2(a)(48) of the 1940 Act --in each case all of whose equity owners meet (A) above.
- C. Non-Investment Companies: An entity that is not covered by (B) above and that meets at least one of the tests in (A)(i)-(iii) above.

12. Acknowledgement and Signature

All account owners/trustees must sign.

By signing below:

- I certify that I have received and read the current Fund Documents and Privacy Notice of the Fund in which I am investing and agree to be bound by its 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.
- I authorize Constitution Capital Access 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 Prospectus for this account. I agree that neither Constitution Capital Access Fund nor the transfer agent will be liable for any loss, cost or expense for acting on such instructions.
- I certify that I am not a Foreign Financial Institution as defined in the USA Patriot Act.

U.S. Person Certification: The undersigned certifies that (i) the taxpayer identification number provided is correct, (ii) the undersigned is a U.S. person within the meaning of U.S. federal income tax law, (iii) the undersigned is not subject to backup withholding unless otherwise indicated, and (iv) the undersigned agrees to provide a properly completed IRS Form W-9.

Note: Cross out item (ii) if you have been notified by the IRS that you are currently subject to backup withholding.

Non-U.S. Person Certification: The undersigned certifies that (i) the identification number provided is correct, (ii) the undersigned is not a U.S. person for U.S. federal income tax purposes, (iii) the undersigned is subject to backup withholding unless otherwise indicated, and (iv) the undersigned agrees to provide a properly completed IRS Form W-8BEN, W-8BEN-E, or other applicable IRS Form W-8. The undersigned acknowledges that failure to provide appropriate documentation may result in withholding on certain payments as required under U.S. tax law.

Non-U.S. Investor Addendum: Any investor whose domicile, residence, place of incorporation, organization, or principal place of business is outside the United States must complete and execute the Fund's Non-U.S. Investor Addendum, which is attached as Exhibit A and forms part of this Subscription Booklet. By executing this Subscription Booklet, the Investor acknowledges that the representations, warranties and agreements contained in the Non-U.S. Investor Addendum are incorporated herein by reference and are binding upon the Investor.

Completed Non-U.S. Investor Addendum attached

If this is an individual retirement account, the custodian or trustee of the account is also required to execute this Agreement below:

Signature of Owner, Trustee or Custodian

Date

Signature of Joint Owner, Trustee or Custodian (if applicable)

Date

Printed name(s) of Authorized Signer(s) (for verification purposes)

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.

Appendix A

NON-U.S. INVESTOR ADDENDUM to Constitution Capital Access Fund, LLC Subscription Booklet

Introductory Provision

This Non-U.S. Investor Addendum (this “Addendum”) supplements and forms part of the Subscription Booklet relating to shares of beneficial interest (the “Shares”) of Constitution Capital Access Fund, LLC (the “Fund”), a closed-end management investment company registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”).

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Subscription Booklet, the Fund’s Prospectus and Statement of Additional Information (the “SAI”), and the Fund’s Limited Liability Company Agreement (collectively, the “Fund Documents”).

This Addendum must be completed by any investor whose domicile, residence, place of incorporation, organization, or principal place of business is outside the United States.

1. Status of Offering; No Foreign Registration

1.1 No Foreign Registration

Although the Shares are registered under the Securities Act of 1933, as amended (the “Securities Act”), and the Fund is registered under the Investment Company Act, the Shares have not been registered, qualified, or authorized for public distribution under the securities laws of any jurisdiction outside the United States.

1.2 No Public Offering Outside the United States

No action has been taken that would permit a public offering of the Shares in any jurisdiction other than the United States. The Prospectus and SAI have not been filed with, or reviewed by, any non-U.S. regulatory authority.

1.3 No Foreign Registration of the Fund or the Adviser

The Investor acknowledges that neither the Fund nor the Fund’s investment adviser or any of their respective affiliates is registered, licensed, or authorized to provide investment management, advisory, or distribution services under the laws of the Investor’s jurisdiction of residence or organization. The Investor further acknowledges that the Investor is acquiring Shares on the basis of the representations contained in this Addendum and not in reliance upon any marketing or solicitation in the Investor’s jurisdiction except as permitted under applicable law.

1.4 Compliance with Local Law

The Investor represents and warrants that

- (a) the acquisition and holding of Shares complies with all applicable laws of the jurisdictions to which the Investor is subject
- (b) the Investor is legally permitted to subscribe for and hold the Shares, and
- (c) the execution and performance of the Subscription Booklet and this Addendum do not violate applicable law.

2. Reverse Solicitation

To the extent the Investor is resident in a jurisdiction that restricts the marketing of foreign investment funds, the Investor represents that its subscription for Shares was initiated solely at its own initiative and not as a result of any advertisement, marketing, or solicitation conducted by the Fund or its affiliates in such jurisdiction. The Investor acknowledges that the Fund has not undertaken any activity that would constitute a public offering or marketing of the Shares in the Investor’s jurisdiction.

3. U.S. Persons Residing Outside the United States

If the Investor is a “U.S. person” within the meaning of U.S. federal income tax law but resides outside the United States, the Investor represents and warrants that it remains subject to U.S. federal income taxation as a U.S. person and shall provide a valid Form W-9. The Investor acknowledges that residence outside the United States does not alter its U.S. federal income tax obligations

4. Investor Qualification; Regulatory Status

The Investor represents that it satisfies the investor eligibility requirements set forth in the Subscription Booklet, including, as applicable, the requirement to be an “accredited investor” within the meaning of Regulation D under the Securities Act and a “qualified client” within the meaning of Rule 205-3 under the Investment Advisers Act of 1940, as amended. The Investor further represents that, if required under applicable non-U.S. law, it qualifies as a professional, qualified, institutional, or similarly categorized investor under the laws of its jurisdiction.

5. Tax Representations; FATCA; Withholding

5.1 Tax Documentation

The Investor shall provide a properly completed and executed IRS Form W-8BEN, W-8BEN-E, W-9, or such other documentation as the Fund may reasonably require.

5.2 Withholding

The Investor acknowledges that certain distributions may be subject to U.S. federal income tax withholding, and the Fund and its agents are authorized to withhold and remit taxes as required by applicable U.S. federal income tax law.

5.3 FATCA

The Investor shall furnish any information reasonably requested to enable the Fund to comply with FATCA and related guidance, including, if applicable, a Global Intermediary Identification Number (GIIN). Failure to provide required information may result in withholding, redemption of Shares, or other actions permitted by law.

5.4 No Tax Advice

The Investor acknowledges that neither the Fund nor its affiliates provide tax advice, and the Investor has been advised to consult its own tax advisers.

6. Anti-Money Laundering; Sanctions; Beneficial Ownership

6.1 AML Documentation

The Investor shall provide such information and documentation as the Fund or its transfer agent may reasonably request to verify identity, beneficial ownership, source of funds, and compliance with applicable anti-money laundering laws.

6.2 Sanctions

The Investor represents and warrants that neither it nor, to its knowledge, any beneficial owner is (a) a person listed on sanctions lists administered by the U.S. Office of Foreign Assets Control (OFAC), the United Nations, the European Union, or other applicable authority, or (b) organized, resident, or located in a comprehensively sanctioned jurisdiction.

6.3 Politically Exposed Persons

The Investor shall disclose if it or any beneficial owner is a politically exposed person and agrees to provide additional information upon request.

6.4 Fund Rights

The Fund reserves the right to reject any subscription, suspend distributions, or compulsorily redeem Shares if necessary to comply with AML, sanctions, or other legal obligations.

7. Currency; Payment Mechanics; Liquidity

All subscriptions and repurchase proceeds shall be effected in U.S. dollars. Subscription proceeds shall be remitted from an account in the name of the Investor, unless otherwise approved in writing. The Investor acknowledges that cross-border payment processing may be subject to intermediary bank review and delay.

The Investor further acknowledges that liquidity with respect to Shares is available only through periodic tender offers conducted by the Fund, if any, in accordance with the Fund Documents, and that the Fund is not obligated to conduct any tender offer.

8. Transfer Restrictions

The Investor agrees that any transfer of Shares must comply with the Fund Documents, the Securities Act, and all applicable non-U.S. securities laws. The Investor shall not effect any transfer that would require registration of the Shares or the Fund under the laws of any

non-U.S. jurisdiction.

9. Data Protection; Cross-Border Transfers

The Investor acknowledges that personal information may be collected, processed, and stored in the United States and disclosed to the Fund's service providers and regulatory authorities as required by law. The Investor consents to such cross-border transfers to the extent permitted by applicable law.

10. Limitation on Non-U.S. Ownership

The Fund may, in its sole discretion, limit, suspend, or prohibit ownership of Shares by non-U.S. investors if it determines that such ownership may result in adverse tax consequences, regulatory burdens, operational complexities, or other material risks to the Fund or its shareholders. The Fund may require compulsory redemption of Shares as necessary to protect the interests of the Fund.

11. English Language; Governing Law

All documents relating to the Fund are provided in English. Any translation is provided for convenience only and shall not be binding. This Addendum shall be governed by and construed in accordance with the governing law provisions set forth in the Fund Documents.

Investor Certification

The undersigned hereby certifies that the foregoing representations and warranties are true and correct as of the date hereof and acknowledges that the Fund will rely upon such representations in accepting the subscription.

Investor Name:

By:

Name:

Title:

Date:
