

Disclosure and Agreement

The forward-looking statements, including financial projections, contained in these offerings were prepared in good faith;

However, the Company does not warrant that such statements will ultimately become true. In addition to the foregoing, the Company restates as if rewritten herein the risk factors set forth in this subscription document.

Representations and Warranties of the Subscriber. Subscriber hereby severally and represents and warrants to the Company that:

Risk. The Subscriber recognizes that the purchase of Units in the Company involves a high degree of risk in that (i) the Company has no operating history; (ii) an investment in the Company is highly speculative, and only investors who can afford the loss of their entire investment should consider investing in the Company; (iii) the Subscriber may not be able to liquidate his, her or its investment; (iv) transferability of the Units is extremely limited; and (v) in the event of a disposition, the Subscriber could sustain the loss of his, her or its entire investment.

Investment Experience. The Subscriber hereby acknowledges and represents that the Subscriber has prior investment experience, including investment in non-listed and unregistered securities, or the Subscriber has employed the services of an investment advisor, attorney and/or accountant to read all of the documents furnished or made available by the Company and to evaluate the merits and risks of such an investment on the Subscriber's behalf.

Due Diligence. The Subscriber hereby acknowledges receipt and careful review of this Agreement and hereby represents that the Subscriber has been furnished by the Company during the course of this transaction with all information regarding the Company which the Subscriber has requested or desired to know, has been afforded the opportunity to ask questions of and receive answers from duly authorized managers, officers or other representatives of the Company concerning the terms and conditions of the debt offering and has received any additional information which Subscriber has requested.

Protection of Interests; Exempt Equity Offering. The Subscriber hereby

represents that the Subscriber either by reason of the Subscriber's business or financial experience or the business or financial experience of the Subscriber's professional advisors (who are unaffiliated with and who are not compensated by the Company or any affiliate of the Company, directly or indirectly) has the capacity to protect the Subscriber's own interests in connection with the transaction contemplated hereby. The Subscriber hereby acknowledges that the Equity Offering has not been reviewed by the United States Securities and Exchange Commission (the "SEC") because of the Company's representations that this is intended to be exempt from the registration requirements of Section 5 of the Act. The Subscriber agrees that the Subscriber will not sell or otherwise transfer the Purchased Units unless they are registered under the Act or unless an exemption from such registration is available.

Investment Intent. The Subscriber understands that the Units have not been registered under the Act by reason of a claimed exemption under the provisions of the Act, which depends, in part, upon the Subscriber's investment intention. In this connection, the Subscriber hereby represents that the Subscriber is purchasing the Units for the Subscriber's own account for investment and not with a view toward the resale or distribution to others. The Subscriber, if an entity, was not formed for the purpose of purchasing the Units.

Restricted Units. The Subscriber understands that there currently is no public market for any of the Units and that even if there were, Rule 144 promulgated under the Act requires, among other conditions, a one-year holding period prior to the resale (in limited amounts) of securities acquired in a non-public offering without having to satisfy the registration requirements under the Act. The Subscriber understands and hereby acknowledges that the Company is under no obligation to register the Units under the Act or any state securities or "blue sky" laws. The Subscriber consents that the Company may, if it desires, permit the transfer of any of the Units out of the Subscriber's name only when the Subscriber's request for transfer is accompanied by an opinion of counsel reasonably satisfactory to the Company that neither the sale nor the proposed transfer results in a violation of the Act or any applicable state "blue sky" laws (collectively, the "Securities Laws"). The Subscriber agrees to hold the Company and its members, managers, officers, employees, controlling persons and agents and their respective heirs, representatives, successors and assigns harmless and to indemnify them against all liabilities, costs and expenses incurred by them as a result of any misrepresentation made by the Subscriber contained in this Agreement or any sale or distribution by the Subscriber in violation of the

Securities Laws. The Subscriber understands and agrees that in addition to restrictions on transfer imposed by applicable Securities Laws, or the Company operating agreement, the transfer of the Purchased Units may be further restricted by the terms set forth by the Designee.

Address. The Subscriber hereby represents that the address of the Subscriber furnished by the Subscriber on the signature page hereof is the Subscriber's principal residence if the Subscriber is an individual or its principal business address if it is a corporation or other entity.

Authority. The Subscriber represents that he, she or it has full power and authority (corporate, statutory and otherwise) to execute and deliver this Agreement and to purchase the Units. This Agreement constitutes the legal, valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms.

Entity. If the Subscriber is a corporation, company, trust, employee benefit plan, individual retirement account, Keogh Plan, or other tax-exempt entity, it is authorized and qualified to become an investor in the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

By subscribing, subscribers to any and all offerings found on this platform agree to the following:

Section 1. Dispute Resolution and Binding Arbitration. PLEASE READ THIS SECTION CAREFULLY. *“YOU AND COMPANY”* ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

(a) Any controversy, claim, or dispute arising out of or related to the offering documents including, but not limited to, alleged violations of state or federal statutory or common law rights or duties (in each case, a **“Dispute”**) shall be solely and exclusively resolved as follows:

(i) If any Dispute does arise, then the parties agree to promptly communicate with each other to discuss the Dispute and the parties' respective concerns and points of view. The parties will attempt, in good faith for a period of at least 90 days, to address the concerns and resolve the disagreement, difference of opinion or Dispute in an amicable manner.

(ii) If the Dispute has not been resolved by the end of those 90 days, then, upon the written request of any party hereto to the other [party/parties], the parties promptly shall meet either in person or via videoconference or conference call in a good faith effort to resolve such Dispute. Representatives of the parties with authority to settle the matter will participate in the meeting. The terms of any agreement or resolution reached by the parties in such discussions, negotiations, meeting or call shall be memorialized in writing. All of such communications, discussions, negotiations, calls, meetings, conferences and writings shall be treated as confidential and deemed compromise and settlement negotiations for purposes of all applicable rules of evidence.

(iii) If the Dispute has not been resolved by the end of those 90 days (or if any party fails or refuses to engage in such discussions, meeting, conference or call), and the parties have not mutually agreed in writing to another course of action to resolve such Dispute, then upon the written demand of any party, the Dispute will be submitted to final and binding arbitration. The arbitration will be conducted expeditiously and completed within one hundred twenty (120) days after being submitted for arbitration at a venue exclusively in Palm Beach County, Florida to be agreed upon in writing by the parties hereto. The Federal Arbitration Act (9 U.S.C. §§ 1–16, 201–208, 301–307) will govern the arbitration and interpretation of this Section [___]. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this section (The AAA Rules are available at [<https://adr.org/commercial> / <https://adr.org/consumer>] or by calling the AAA at 1-800-778-7879). The Dispute shall be referred in writing to the AAA for selection of a single, neutral arbitrator. Selection of the arbitrator shall be made in accordance with the AAA Rules.

(iv) Each party may be represented by one or more attorneys or other selected representative(s) of its choice. Each party will bear and pay equally the fees and expenses of AAA and the arbitrator associated with the arbitration, and each party will bear its own attorneys’ fees, costs and other expenses in connection with the arbitration, except that the arbitrator may award to the prevailing party reasonable attorneys’ fees and legal costs actually incurred by such party in connection with the arbitration. The arbitrator may award any appropriate remedy, including monetary damages, injunctive relief or other equitable relief; *provided*, that the arbitrator may not

award punitive or exemplary damages; and the award may include interest, as determined by the arbitrator, from the date of any default, breach or other accrual of a Dispute until the arbitral award is paid in full. The award shall be in writing and shall be final and binding on the parties in all respects.

(v) All attorney-client, work-product and other privileges under applicable state and federal law will be preserved and protected to the maximum extent permitted under applicable law. The arbitration proceedings and arbitration award will be maintained by the parties as strictly confidential, except as is (i) necessary to confirm, vacate or enforce the award or other rights of a party, (ii) as required by applicable law, court order or legal process, with prior written notice to such other party/parties (unless and to the extent prohibited by applicable law or order), (iii) in confidence to a party's owners, directors, managers officers, employees, attorneys, accountants, advisors, affiliates and other representatives who need to know such information and have agreed in writing to be bound by the confidentiality obligations at least as restrictive as those under this Agreement, or (iv) for a bona fide business purpose, such as disclosure in confidence to a party's or its affiliates' investors, lenders or third-party purchasers (or prospective investors, lenders and purchasers), as well as advisors of the foregoing, who have agreed in writing to be bound by the confidentiality obligations as least as restrictive as those under this Agreement; *provided, however*, that, breach of this confidentiality provision shall not void any arbitral award. The provisions of this Section will survive expiration or other termination of this Agreement regardless of the cause of such termination.

(vi) Any party may file an action in a court of law or equity to obtain an injunction, specific performance, or other equitable remedy to prevent a breach or threatened or further breach of this Agreement or any of the related agreements, or to enforce terms of this Agreement or to compel arbitration or upon the occurrence of any attempted assignment of a party's interests in this Agreement in breach of this Agreement, without submitting such matter to mediation, arbitration or the other procedures set forth in this Section. The filing of such a court action by a party is not intended to constitute a waiver of its right to require submittal of the Dispute to arbitration, and no party shall attempt to enjoin the arbitration or arbitration proceedings or the enforcement of the arbitral award. The parties will continue to participate in good faith in the procedures set forth in this Section during the pendency of any such court action.

(b) CLASS ACTION WAIVER Both parties agrees to arbitration on an individual basis. No Dispute may be arbitrated on a class or representative basis and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. Judgment on the award rendered by the arbitrator, if any, may be entered for enforcement purposes in any court having jurisdiction thereof. BY AGREEING TO THESE DISPUTE RESOLUTION PROCEDURES AND BINDING ARBITRATION, EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO PRESENT A DISPUTE IN COURT, RIGHT TO A JURY TRIAL, AND ANY RIGHT IT MAY HAVE TO JOIN CLAIMS OR DISPUTES WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE.]

(c) ANY DEMAND FOR ARBITRATION MADE PURSUANT TO THIS SECTION SHALL BE MADE WITHIN A REASONABLE TIME AFTER THE DISPUTE HAS ARISEN, PROVIDED THAT ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

(d) *Party 1/ Party 2* agrees agree that any claim or controversy excluded from arbitration pursuant to the terms of this provision or determined by an arbitrator or court of competent jurisdiction to be excluded from this Section (“**Excluded Claim**”) shall be governed by the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Florida. *The parties* hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in Florida for the adjudication of any Excluded Claim, and hereby irrevocably waive, and agree not to assert in any suit, action or proceeding, any claim that you are not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein shall be deemed or operate to preclude a party from bringing suit or taking other legal

action against the other party in any other jurisdiction to enforce a judgment or other court ruling in favor of such party.

Non-Disparagement. At all times from and after the Effective Date and for a period of two (2) years following, *The parties* shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory, or maliciously false, or disparaging remarks, comments, or statements concerning a party hereto or its affiliates and their businesses, or any of their current or former officers, directors, employees, contractors, shareholders, agents, attorneys, insurers, representatives, and any of a party's existing and prospective customers, suppliers, investors, and other associated third parties, now or in the future. The parties specifically understand[s] this non-disparagement shall apply to both social media (for example, Facebook, Twitter, YouTube, LinkedIn, Instagram) and other more traditional forums for or forms of communication. Nothing in this Section [] shall be construed to limit The parties right to make a permitted disclosure under this Agreement and applicable law.

Severability; Independent Covenants. If any one or more of the provisions of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision that comes closest to the intent of the parties. Each covenant set forth in this Agreement shall be construed as agreements independent of any other provision in any other agreement by, between, among, or affecting any of the parties, and the existence of any claim or cause of action of Party 1/Party 2 against any Party 1/Party 2, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement.