THE DISTRIBUTION OF THIS MEMORANDUM AND THE OFFER AND SALE OF THE INTERESTS IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW. THIS MEMORANDUM IS SUBMITTED IN CONNECTION WITH THE PRIVATE PLACEMENT OF INTERESTS IN THE COMPANY AND DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION TO ANY PERSON TO WHOM SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL. THE INTERESTS ARE OFFERED SUBJECT TO THE RIGHT OF THE MANAGING MEMBER TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART. INTERESTS THAT ARE ACQUIRED BY PERSONS NOT ENTITLED TO HOLD THEM MAY BE COMPULSORILY REDEEMED.

THIS MEMORANDUM SHOULD BE READ IN CONJUNCTION WITH THE LIMITED LIABILITY COMPANY AGREEMENT AND SUBSCRIPTION DOCUMENTS (THE "SUBSCRIPTION AGREEMENT"), WHICH TOGETHER WITH THIS MEMORANDUM CONSTITUTE THE "COMPANY DOCUMENTS." CAPITALIZED TERMS USED AND NOT OTHERWISE DEFINED IN THIS MEMORANDUM WILL HAVE THE RESPECTIVE MEANINGS GIVEN TO THEM IN THE LIMITED LIABILITY COMPANY AGREEMENT. TO THE EXTENT THAT STATEMENTS MADE IN THIS MEMORANDUM ATTEMPT TO SUMMARIZE PROVISIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT OR ANY OTHER COMPANY DOCUMENTS, THEY ARE QUALIFIED IN THEIR ENTIRETY BY AND MUST BE READ SUBJECT TO SUCH PROVISIONS. TO THE EXTENT THAT THERE IS ANY INCONSISTENCY BETWEEN THIS MEMORANDUM AND THE LIMITED LIABILITY COMPANY AGREEMENT OR SUBSCRIPTION AGREEMENT, THE PROVISIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT AND SUBSCRIPTION AGREEMENT WILL PREVAIL. IN ADDITION, TO THE EXTENT THERE IS ANY INCONSISTENCY BETWEEN THE COMPANY DOCUMENTS AND THE CONSTITUENT LEGAL AGREEMENTS AND DOCUMENTS OF THE COMPANY, THE PROVISIONS OF SUCH LEGAL AGREEMENTS AND DOCUMENTS WILL PREVAIL.

THIS MEMORANDUM HAS BEEN PREPARED FOR THE BENEFIT OF PERSONS INTERESTED IN THE OFFERING DESCRIBED HEREIN AND MAY NOT BE USED FOR ANY OTHER PURPOSE. ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DISCLOSURE OF ITS CONTENTS, WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE MANAGING MEMBER, TO ANYONE OTHER THAN REPRESENTATIVES OF THE OFFEREE DIRECTLY CONCERNED WITH THE DECISION REGARDING SUCH INVESTMENT WHO HAVE AGREED TO ABIDE BY THE FOREGOING RESTRICTIONS, IS PROHIBITED. EACH OFFEREE, BY ACCEPTING THIS MEMORANDUM, AGREES TO RETURN IT PROMPTLY UPON REQUEST.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR THE MANAGING MEMBER, OR ANY OF THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, AS LEGAL, BUSINESS, FINANCIAL, TAX OR OTHER ADVICE. PRIOR TO INVESTING IN THE INTERESTS, A PROSPECTIVE INVESTOR IS STRONGLY URGED TO CONSULT WITH, AND MUST RELY UPON, HIS, HER OR ITS OWN ATTORNEY AND FINANCIAL AND TAX ADVISORS TO FULLY UNDERSTAND THE CONSEQUENCES OF AN INVESTMENT IN THE INTERESTS AND ARRIVE AT HIS, HER OR ITS OWN EVALUATION OF THE INVESTMENT, INCLUDING THE MERITS AND RISKS INVOLVED.

INVESTMENT IN THE INTERESTS WILL INVOLVE A HIGH DEGREE OF RISK DUE, AMONG OTHER THINGS, TO THE NATURE OF THE COMPANY'S INVESTMENTS. PROSPECTIVE INVESTORS SHOULD PAY PARTICULAR ATTENTION TO THE INFORMATION IN "CERTAIN RISK FACTORS AND POTENTIAL CONFLICTS OF INTEREST" OF THIS MEMORANDUM. INVESTMENT IN THE COMPANY IS SUITABLE ONLY FOR SOPHISTICATED INVESTORS AND REQUIRES THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT THE HIGH RISKS AND LACK OF LIQUIDITY INHERENT IN AN INVESTMENT IN THE COMPANY. INVESTORS IN THE COMPANY MUST BE PREPARED TO BEAR SUCH RISKS FOR AN INDEFINITE PERIOD OF TIME. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S INVESTMENT OBJECTIVES WILL BE ACHIEVED OR THAT INVESTORS WILL RECEIVE A RETURN OF THEIR CAPITAL.

THE MANAGING MEMBER WILL MAKE AVAILABLE TO EACH PROSPECTIVE INVESTOR OR SUCH INVESTOR'S REPRESENTATIVE DURING THIS OFFERING AND PRIOR TO THE SALE OF ANY INTERESTS, THE OPPORTUNITY TO ASK QUESTIONS AND RECEIVE ANSWERS CONCERNING THE TERMS AND CONDITIONS OF AN INVESTMENT IN THE COMPANY OR ANY OTHER RELEVANT MATTERS, AND TO OBTAIN ANY ADDITIONAL INFORMATION (TO THE EXTENT THAT THE MANAGING MEMBER POSSESSES SUCH INFORMATION OR CAN OBTAIN IT WITHOUT UNREASONABLE EFFORT OR EXPENSE) NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION IN THIS MEMORANDUM.

ALL INFORMATION CONTAINED HEREIN, INCLUDING ANY ESTIMATES OR PROJECTIONS, IS BASED UPON INFORMATION PROVIDED BY THE MANAGING MEMBER OR THIRD PARTIES. CERTAIN OF THE ECONOMIC

Allocations	The Company will maintain a capital account ("Capital Account") for each Member. Items of income, gain, loss, deduction, and credit will be allocated so as to maintain Capital Account balances that will produce final liquidating distributions. Distributions on liquidation will be made in accordance with the Members' respective positive Capital Accounts (after making all tax allocations for all periods).
Organizational and Offering Expenses	The Company shall pay for all organizational and offering expenses of the Company.
Reports	The Managing Member will use reasonable commercial efforts to cause a status report of the Company's activities on a quarterly basis, within forty-five (45) days after the end of each quarter (other than the fourth quarter, which shall be within 90 days).
Transfer of Membership Interests and Withdrawals	The Members may not sell, assign, transfer or pledge any interest in the Company without the prior written consent of the Managing Member, which such consent may be withheld in the Managing Member's sole and absolute discretion, except that such consent may not be unreasonably withheld in the case of transfers to an affiliate of a Member. No transferee of an Interest will become a substituted Member without the consent of the Managing Member, which consent may be given or withheld in the Managing Member's sole and absolute discretion. No Member may withdraw from the Company.
Amendments	The Limited Liability Company Agreement may be amended from time to time with the consent of the Managing Member and not less than seventy-five percent (75%) of all the Membership Interests. The Managing Member has the right to amend the Limited Liability Company Agreement without consent of the Members in order to: (i) cure ambiguities, make corrections, comply with changes in the law, or otherwise clarify terms or provisions; (ii) delete or add any provision requested by any Federal or State "blue sky" agency to the extent deemed to be for the benefit or protection of some or all of the Members; (iii) effectuate the admission or withdrawal of Members in accordance with the Limited Liability Company Agreement's terms; or (iv) make amendments to the Limited Liability Company Agreement in order to reflect changes made to the Limited Liability Company Agreement in response to the comments of Members admitted after the Initial Closing but on or prior to the Final Closing Date to the extent such amendments do not adversely affect such previously admitted Members.
Exculpations; Indemnification	The Limited Liability Company Agreement provides that none of the Managing Member, Brian J. DiMarco and its Affiliates, and any officer, director, partner, Member, manager or employee or controlling person of any of the foregoing (each, an "Indemnitee") shall be liable to the Company or to the Members for (i) any act or omission performed or omitted by it, or for any costs, damages or liabilities arising therefrom, (ii) any tax liability imposed on the Company or any Member, or (iii) any losses due to the negligence of any employees, brokers, or other agents of the Company, in each case of (i) through (iii) except to the extent the loss is attributable to fraud, willful misconduct, gross negligence, or a material uncured breach of the Limited Liability Company Agreement and such liability or loss causes material damage to the Company or any Member.
Conflicts of Interest	The operations of the Company are subject to certain conflicts of interest, including those arising out of relationships between the Managing Member, Mr. DiMarco, and each of their respective affiliates. See "Potential Conflicts of Interest."
Investment Considerations	An investment in the Membership Interests lacks liquidity, involves a high degree of risk and entails a long term commitment to the Company. There is no public market for the Membership Interests. The Membership Interests have not been registered under the Securities Act of 1933 or under the securities laws of any state or any other jurisdiction. Therefore, the Membership Interests cannot be resold unless they are either subsequently registered under applicable law (which the Company does not anticipate doing) or an exemption from registration is available. In addition, the Membership Interests can only be transferred to persons who satisfy the suitability standards set forth herein, in the Limited Liability Company Agreement, and in the Subscription Agreement, and who are acceptable

	to the Managing Member, whose consent may be withheld in its absolute discretion. Thus, investment in the Membership Interests is suitable only for persons who have substantial means of providing for their current financial needs and personal contingencies and who have no need for liquidity in this investment. In an effort to sell the Membership Interests only to suitable investors, the Company will limit all sales of the Membership Interests to "Accredited Members," as defined in Regulation D promulgated under the Securities Act of 1933, subject to any additional limitations imposed by the jurisdictions in which the Membership Interests are offered, and, at the discretion of the Managing Member, up to 35 non-accredited investors. The Company requires each prospective investor to complete a Subscription Agreement in the form accompanying this Memorandum. See "Certain Risk Factors" for a discussion of certain significant risk factors relating to the Company.
Tax Considerations	The Company will be treated as a partnership for federal income tax purposes. Each Member will be required to include in computing its Federal income tax liability its distributive share of the Company's income, gain, loss, deduction and credit, regardless of whether any distributions have been made by the Company to that Member. It is expected that the distributions of the Company will be characterized as ordinary income to each Member.
Confidentiality Obligations	Members will be subject to customary confidentiality restrictions with respect to the Company's and Mr. DiMarco's confidential information (subject to customary exceptions thereto). The Managing Member will have the right to provide an Member's identity and investment in the Company to any other investor, prospective investor, lender, other prospective investor in a subsequent fund, prospective partners or other persons if the Managing Member believes it will be beneficial to the Company's business. The Managing Member, Mr. DiMarco and their respective affiliates may use the Company's performance data in subsequent offerings and in connection with future borrowings.
Dissolution	The Company will be terminated and dissolved upon the full and final disposition of this investment or upon the unanimous written consent of the Managing Member and the Members constituting all of the Membership Interests.
Governing Law	The internal laws of the State of Delaware (without regard to conflicts of laws) shall govern the Limited Liability Company Agreement.
Attorney's Fees	In any suit or proceeding to enforce the provisions of the Limited Liability Company Agreement, the party adjudged successful on the merits shall be entitled to recover attorneys' fees and expenses.
Exclusive Jurisdiction	The Federal and State courts and located in County of Kent, State of Delaware.
Power Of Attorney	Each Member will irrevocably constitute and appoint the Managing Member as the true and lawful attorney-in-fact of such Member to execute, acknowledge, swear to and file the documents described in the Limited Liability Company Agreement, including certain amendments to the Limited Liability Company Agreement, certain filings, and admission and withdrawal documents. No action may be taken pursuant to the power of attorney that would have the effect of amending the Limited Liability Company Agreement except as permitted by the Limited Liability Company Agreement. The foregoing power of attorney is coupled with an interest and will survive death, legal incapacity, bankruptcy, insolvency, assignment for the benefit of creditors and assignment by a Member of its Interest in the Company.

Additional Information

Representatives of the Managing Member will be available to answer questions regarding the terms and conditions of the offering and to provide additional information that may be requested by prospective investors. They may be contacted at:

HARLEM STANDARD, LLC
c/o HARLEM STANDARD VENTURES, LLC, its Managing Member
6919 Portwest Drive, Suite 160
Houston, Texas 77024
Phone: (469) 446-4100

CERTAIN RISK FACTORS

An investment in the Company is highly speculative and involves a high degree of risk, including the risk of loss of a Member's entire investment. An investment in the Company is suitable only for sophisticated investors who fully understand and are capable of bearing the risks of an investment in the Company as a Member. No guarantee or representation is made that the Company will achieve its investment objectives or that Members will receive a return of their capital. Prospective investors should carefully consider the following description of certain risk factors and potential conflicts of interest. However, the following does not purport to be a complete examination of all of the risks involved in this offering, and other risks and conflicts not discussed below may arise in connection with the management and operation of the Company. Prospective investors should read this Memorandum in its entirety and review the Subscription Agreement, the Limited Liability Company Agreement and the other related organizational documents before deciding whether to make an investment in the Company. Each investor is strongly urged to consult with such investor's attorneys and/or investment advisors prior to investing in the Company.

Long-Term Subscription and Single Closing; Immediate and Future Dilution; No Escrow Account

A Member's commitment to the Company is a long-term, binding commitment. Members will be required to bear the financial risks of their investment for an extended period of time. After the Company has an Initial Closing, there is no assurance that the Company will have a subsequent closing. Members who invest in the Company will likely experience immediate and substantial dilution in the net tangible book value of the membership interests they purchase in this offering. Additionally, sales or issuances of other membership interests in other offerings by the Company or changes in financial condition may have an adverse material effect on the actual dilution experienced by Members. As the Company does not have an escrow or trust account with subscriptions for Members, if the Company files for or are forced into bankruptcy protection, subscribers will lose the entire investment. Invested funds will not be placed in an escrow or trust account and if the Company files for bankruptcy protection or a petition for involuntary bankruptcy is filed by creditors against us, a subscriber's funds will become part of the bankruptcy estate and administered according to the bankruptcy laws. As such, investors will lose their investment and investor funds will be used to pay creditors. Because the Managing Member can authorize the Company to issue additional membership interests, Members may experience dilution in their ownership of the Company in the future. The Managing Member has the authority to cause the Company to issue additional membership interests ithout the consent of any of the Members. Consequently, Members may experience dilution in their ownership of the Company in the future. As a result, even if the Company obtains the maximum offering amount in this offering, the Company may require additional funding to meet its expenses and pursue its business objectives. The Company's ability to raise funding may be severely limited due to the lack of a market for its membership interests and will also be dependent upon its operating results and financial condition. These factors may make the timing, amount, terms and conditions of additional financing unattractive or impracticable for the Company. The Company may not be able to obtain any additional financing as needed on acceptable terms, or at all, which may require it to reduce its operating costs and other expenditures, including curtailing the Company's growth strategy, reducing personnel, and reducing capital expenditures. If the Company issues additional equity or debt to raise funds, the ownership percentages of the Members would be reduced and they may experience significant dilution.

Limited Participation and Communication by Members

The Members will have no right or power to participate directly in the management or control of the business of the Company and thus must depend solely on the ability of the Managing Member. The Members are waiving certain provisions of the Delaware Limited Liability Company Act, as a result of which Members will be limited in their ability to communicate with other Members.

Restrictions on Transferability and Withdrawal

The Membership Interests will not be registered under the Securities Act or any state securities laws and may not be transferred unless an exemption from registration under applicable federal and state securities laws is available and the consent of the Managing Member has been obtained, which consent may not be unreasonably withheld. The Company Agreement specifies situations where the Managing Member's withholding of consent will not be considered unreasonable. Additionally, any proposed transfer is subject to a right of first refusal in favor of the Company, the Managing Member, any of their respective affiliates or designees, and the Members (all as may be determined in the discretion of the Managing Member) on the same terms and conditions as available to the proposed transferee. The Membership Interests are not divisible and may not otherwise be encumbered, except with the prior written consent of the Managing Member, subject to the same standard of reasonableness as noted above for transfers. In addition, other than distributions by the Company, Members may not make full or partial

withdrawals from the Company prior to the final distribution and termination of the Company. As a result, Members may be required to hold their Membership Interests for the entire term of the Company which is open-ended. Consequently, the purchase of Membership Interests should be considered only as a long-term and illiquid investment and Membership Interests should only be acquired by Members who are able to commit their funds for an indefinite period of time.

Lack of Operating History and Information

The Company has no operating history and has not yet commenced operations. As a recently established entity, the Company has no operating history from which potential investors may evaluate likely performance. The past performance of previous investments or successes of the Managing Member cannot be relied upon as an indicator of the Company's future performance or success. The Managing Member has pre-determined the use of the proceeds the Company will make with the proceeds of this offering. The Managing Member's ability to achieve the Company's objectives depends upon (i) the ability of the Managing Member to effectively manage this investment in accordance with the business plan, and (ii) the performance of this investment itself. Any returns projected in this Memorandum are only projections and may not be realized by the Members currently or for a period of several years, or at all. As a result, a Member could lose all of its investment if the Company if the Company is not successful in its proposed business plans.

Unregistered Offering; Due Diligence

In a registered public offering of securities, the Securities and Exchange Commission or state regulatory authority may review the disclosure provided by the issuer and comment upon its compliance with the disclosure requirements of applicable securities laws. Because of the nature of this offering, there are no specific required disclosures (although the anti-fraud provisions of securities laws are still applicable). Furthermore, there will be no regulatory authority reviewing or commenting upon this Memorandum. In addition, in an underwritten public offering, the underwriter will retain separate counsel, and the underwriter and its counsel will perform due diligence on the issuer. Managing Member will not perform due diligence, and no party has performed or been retained to perform due diligence on this investment, or any of its affiliates or to assess the accuracy or adequacy of this Memorandum.

Members are cautioned that they must rely on their own knowledge of the market and due diligence in making an investment decision. The following materials that relate to the Company have been made available for inspection: (i) this Memorandum, (ii) the Subscription Agreement for the Company, (iii) the limited liability company operating agreement of the Company, and (iv) the certificate of formation of the Company.

Use of Proceeds; Inability to Timely Cause the Disposition of the Investment

The Company presently intends to use the net proceeds of this offering for startup expenses, general working capital, and business expansion. However, 100% of the net proceeds of this offering may, in the discretion of the Managing Member, be used to finance other opportunities based on facts and circumstances which may develop subsequent to the completion of this offering. In addition, general economic conditions, availability of financing, liquidity in capital markets, interest rates and other factors, including supply and demand, all of which are beyond the Managing Member's control and which have recently trended in directions that could adversely affect the Company's operations which in turn could adversely affect this investment.

Exemptions Under the Federal Securities and State Securities Laws

If the Company fails to qualify for an exemption or exception or to maintain the Company's intended exemption from the Securities Act, the Investment Company Act, or state "blue sky" securities laws, the Company would be required to comply with numerous additional regulatory requirements and operational restrictions which could adversely restrict operations and reduce distributions to Members. For example, the Managing Member does not intend to cause the Company to register as an investment company under the Investment Company Act.

No Assurance of Distributions or Investment Return

No assurance can be given that the Company will be able to generate returns in the form of distributions to the Company for the Members or that such distributions, if any, will be commensurate with the risks of investing in the type of investments made by the Company. Accordingly, an investment in the Company should only be considered by Persons able to withstand a total loss of their investment. Furthermore, the Company's investment distribution return objectives are targets only and there can be no assurance that the Company will achieve these objectives. The Managing Member has discretion as to retained earnings. The Company may never make distirbutions to Members, which could reduce the gain a Member may realize on its investment. The Company has not declared or paid any distributions on its membership interests. The declaration,

payment and amount of any future distributions will be made at the discretion of the Managing Member and will depend upon, among other things, the results of Company operations, cash flows and financial condition, operating and capital requirements, and other factors as the Managing Member considers relevant. In order for the Company to make distributions, it will need to succeed in pursuing its business plans and become profitable. However, the Managing Member may utilize profits for the development of the Company's business. There is no assurance that future distributions will be made, and, if distributions are made, there is no assurance with respect to the amount of any such distribution. If the Company does not make distributions, the Company's membership interests may be less valuable.

Liquidity Issues

The Member's investment in the Company will be illiquid for a considerable period of time. The Managing Member will establish the value of this investment in its sole discretion.

Exculpation and Indemnification

Certain exculpation and indemnification provisions contained in the Limited Liability Company Agreement may limit the rights of action otherwise available to the Members and other parties against the Managing Member and/or any employees and affiliates of the Managing Member. The Managing Member and its affiliates do not have fiduciary duties to the other Members except as described therein.

Dependence on Key Personnel; Ability to Retain and Attract Qualified Personnel

The ability of the Managing Member to manage the affairs of the Company depends on Brian J. DiMarco. The Managing Member will be relying extensively on the diligence, skill, judgment, reputation, and business contacts of Mr. DiMarco and key personnel that he retains to render services to the Comapny. There can be no assurance that Mr. DiMarco or the Managing Member will be able to carry out such activities successfully. If Mr. DiMarco is unable to perform his duties, this could have an adverse effect on Company business operations, financial condition and operating results if it is unable to replace him with other individuals qualified to develop and market its business. The loss of his services could result in a loss of revenues, which could result in a reduction of the value of membership interests as well as the complete loss of an investment. The management of future growth will require, among other things, continued development of the Company's financial and management controls and management information systems, stringent control of costs, increased marketing activities, ability to attract and retain qualified management, research and marketing personnel. The loss of key executives or the failure to hire qualified replacement personnel would compromise the Company's ability to generate revenues or otherwise have a material adverse effect on the Company. There can be no assurance that the Company will be able to successfully attract and retain skilled and experienced personnel.

Reliance on Management

The Managing Member has no responsibility to consult with any Member. Accordingly, investors in the Company will have no authority to direct its investment and must depend entirely on the investment skills and abilities of the Managing Member. Members will not be entitled to participate in any manner in the decisions regarding refinancing or divestiture of the investment of the Company, or the exercise of its rights in connection therewith.

Other Obligations of the Managing Member and Mr. DiMarco and Conflicts of Interest

Although the Managing Member and Mr. DiMarco will devote a requisite of their business time and effort to the management of the affairs of the Company, none of them will devote all of his or its working time to the affairs of the Company. The working time of the employees of the Managing Member and Mr. DiMarco, will be subject to their prior commitments to other business activities, including previous investments, and potential future commitments to other business activities, and investments. The Managing Member and Mr. DiMarco and their respective affiliates engage in a broad spectrum of business and investment activities that are independent from and may from time to time conflict with those of the Company. In the future, instances may arise in which the interests of the Managing Member, Mr. DiMarco, or its affiliates conflict with the interests of the Members or the Company.

Speculative nature of the Company's business could result in unpredictable results and a loss of a Member's investment.

The liquor industry is extremely competitive and the commercial success of any product is often dependent on factors beyond the Company's control, including but not limited to market acceptance and retailers' prominently shelving and selling the Company's products. The Company may experience substantial cost overruns in manufacturing and marketing the Company's products, and may not have sufficient capital to successfully complete any of the Company's projects. The Company may also incur uninsured losses for liabilities which arise in the ordinary course of business in the manufacturing industry, or which are unforeseen, including but not limited to trademark infringement, product liability, and employment liability.

Competition that the Company faces is varied and strong.

The Company's products and industry as a whole are subject to extreme competition. There is no guarantee that the Company can sustain the Company's market position or expand the Company's business. The Company anticipates that the intensity of competition in the future will increase. The Company competes with a number of entities in providing products to the Company's customers. Such competitor entities include: (1) a variety of large nationwide corporations, including but not limited to public entities and companies that have established loyal customer bases over several decades; (2) local brands that have the same or a similar business plan as the Company does; and (3) a variety of other local and national distributors/wholesalers with which the Company either currently or may, in the future, compete.

Many of the Company's current and potential competitors are well established and have longer operating histories, significantly greater financial and operational resources, and name recognition than the Company has. As a result, these competitors may have greater credibility with both existing and potential customers. They also may be able to offer more competitive products and services and more aggressively promote and sell their products. Our competitors may also be able to support more aggressive pricing than the Company will be able to, which could adversely affect sales, cause us to decrease the Company's prices to remain competitive, or otherwise reduce the overall gross profit earned on the Company's products.

Dependence on general economic conditions.

The success of the Company depends, to a large extent, on certain economic factors that are beyond its control. Factors such as general economic conditions, levels of unemployment, interest rates, tax rates at all levels of government, competition and other factors beyond the Company's control may have an adverse effect on the Company's ability to sell its products and to collect sums due and owing to it.

Changes in consumer preferences and discretionary spending may have a material adverse effect on the Company's revenue, results of operations and financial condition.

Our success depends, in part, upon the popularity of the Company's products and the Company's ability to organically develop new brands or acquire the licensing or distribution rights to existing brands that appeal to consumers. Shifts in consumer preferences away from the Company's products, the Company's inability to develop new products that appeal to consumers, or changes in the Company's product mix that eliminate items popular with some consumers could harm the Company's business. Also, the Company's success depends to a significant extent on discretionary consumer spending, which is influenced by general economic conditions and the availability of discretionary income. Accordingly, the Company may experience declines in revenue during economic downturns or during periods of uncertainty. Any material decline in the amount of discretionary spending could have a material adverse effect on the Company's sales, results of operations, business and financial condition.

If demand for the products the Company offers slows, then its business would be materially affected, which could result in the loss of a Member's entire investment.

Demand for the products which the Company sells depends on many factors, including:

- The number of customers the Company is able to attract and retain over time.
- The economy, and in periods of declining economic conditions, customers may cut back on purchases of the Company's products.
- The competitive environment in the market that may force it to reduce prices below its desired pricing level or increase promotional spending.

- The ability to anticipate changes in consumer preferences and to meet customers' needs in a timely cost effective manner.
- The ability to establish, maintain and eventually grow market share in a competitive environment.

Limited market; geographic concentration.

The Company expects to launch its products in the New York metropolitan area market. There is no assurance that the Company's brands will be accepted in New York, or beyond, or that consumers in new geographic markets will be receptive to the Company's products. Penetration of other regional markets is an important element of the Company's expansion plan, and failure to accomplish this objective will hinder the success of the expansion plan and could have a material adverse impact on the Company's business, financial condition, and results of operations.

Dependence on Third-Party Distributors.

The Company expects to rely heavily on third party distributors for the sale of their products to retailers, and may not be able to gain the acceptance of any distributors. Even if the Company is successful and able to work with distributors, the loss of a significant distributor could have a material adverse effect on the Company's business, financial condition and results of operations. The Company's distributors often represent competing specialty brands, as well as national brands, and are to varying degrees influenced by their continued business relationships with others. The Company's independent distributors may be influenced by a large producer if they rely on that producer for a significant portion of their sales. While the Company expects to that its relationships between the Company and its distributors will be generally good, all of these relationships will be new and untested and there can be no assurance that the Company's distributors will continue to effectively market and distribute the Company's products. The loss of any distributor or the inability to replace a poorly performing distributor in a timely fashion could have a material adverse effect on the business, financial condition and results of operations of the Company. Furthermore, no assurance can be given that the Company will successfully attract new distributors as they increase their presence in their existing markets or expand into new markets.

The Company depends on a limited number of suppliers; cost and availability of raw materials.

The Company relies upon a limited number of suppliers for raw materials used to make and package the Company's products. The Company's success will depend in part upon the Company's ability to successfully secure such materials from suppliers that are delivered with consistency and at a quality that meets the Company's requirements. The price and availability of these materials are subject to market conditions. Increases in the price of the Company's products due to the increase in the cost of raw materials could have a negative effect on the Company's business. Although to date the Company has been able to obtain arrange for adequate supplies of these ingredients and other raw materials in a timely manner from existing sources, if the Company was unable to obtain sufficient quantities or other raw materials, delays or reductions in product shipments could occur which would have a material adverse effect on the business, financial condition and results of operations of the Company. The costs of raw materials such as grains are volatile and unpredictable. As with most agricultural products, the supply and price of raw materials used to produce the Company's products can be affected by a number of factors beyond the Company's control, such as frosts, droughts, other weather conditions, economic factors affecting growing decisions, and various plant diseases and pests. If any of the foregoing were to occur, no assurance can be given that such condition would not have a material adverse effect on the business, financial condition and results of operations of the Company. In addition, the results of operations of the Company are dependent upon its ability to accurately forecast its requirements of raw materials. Any failure by the Company to accurately forecast its demand for raw materials could result in an inability to meet higher than anticipated demand for products or producing excess inventory, either of which may adversely affect results of operations of the Company. While the Company expects that its relations with its suppliers will be good, there can be no assurance that these suppliers will be able or willing to supply the Company with materials at the current pricing levels, or at all, or that it will be successful in engaging alternative suppliers on commercially reasonable terms which meet the quality or pricing levels currently experienced by the Company. As a result, should the Company's costs increase and if those increases are unable to be passed on to its customers, the Company's business, financial condition, and results of operations and cash flows may be materially adversely impacted, which could result in the loss of a Member's entire investment.

Product concentration; dependence on new product introductions.

The Company will be currently dependent on three main products, with the initial goal being to establish the brand in the marketplace, and then to generate revenues. While the Company anticipates expanding the Company's product offerings, the Company expects that these products will continue to account for a large portion of the Company's revenues for the foreseeable future. Therefore, the Company's future operating results, particularly in the near term, are significantly dependent

upon the continued market acceptance of these products. There can be no assurance that the Company's products will continue to achieve market acceptance. Initial sales for a new alcoholic beverage product may be caused by the interest of distributors and retailers to have the latest product on hand for potential future sale to consumers. As a result, initial stocking orders for, or sales of, a newly introduced alcoholic beverage product may not be indicative of market acceptance and long term consumer demand. A decline in the demand for any of the Company's beers as a result of competition, changes in consumer tastes and preferences, government regulation or other factors would have a material adverse effect on the Company's business, operating results and financial condition. In addition, there can be no assurance that the Company will be successful in importing, developing, managing, introducing and marketing additional new alcoholic beverage products that will sustain sales growth in the future.

Our revenue growth rate depends primarily on the Company's ability to satisfy relevant channels and end-customer demands, identify suppliers of the Company's necessary ingredients and to coordinate those suppliers, all subject to many unpredictable factors. The Company may not be able to identify and maintain the necessary relationships with suppliers of product and services as planned. Delays or failures in deliveries could materially and adversely affect the Company's growth strategy and expected results. As the Company supplies more customers, the Company's rate of expansion relative to the size of such customer base will decline. In addition, one of the Company's biggest challenges is securing an adequate supply of suitable product. Competition for product is intense, and commodities costs subject to price volatility.

Our ability to execute the Company's business plan also depends on other factors, including:

- There is no guarantee that the Company will enter into definitive agreements with distributors and on acceptable terms;
- Hiring and training qualified personnel in local markets;
- Managing marketing and development costs at affordable levels;
- Cost and availability of labor;
- The availability of, and the Company's ability to obtain, adequate supplies of ingredients that meet the Company's quality standards; and
- Securing required governmental approvals in a timely manner when necessary.

The Comapany's revenue and profit growth could be adversely affected if revenues received from potential end-users are less than expected.

While future revenue growth will depend substantially on the Company's ability to expand the Company's customer base, the level of revenue received from end users of the Company's products will also affect the Company's revenue growth and will continue to be an important factor affecting profit growth, in the coming years. Our ability to increase revenue between comparable quarterly or annual periods depends in part on the Company's ability to launch new products and successfully implement initiatives to create consumer demand and increase sales to end users. It is possible that revenues received from the end users of the Company's products will be less than expected or that the change in comparable revenue could be negative. If this were to happen, revenue and profit growth would be adversely affected.

Our failure to manage the Company's growth effectively could harm the Company's business and operating results.

Our plans call for a significant increase in the number of customers. Product supply, financial and management controls and information systems may be inadequate to support the Company's expansion. Managing the Company's growth effectively will require us to continue to enhance these systems, procedures and controls and to hire, train and retain management and staff. The Company may not respond quickly enough to the changing demands that the Company's expansion will impose on the Company's management, employees and existing infrastructure. The Company also places a lot of importance on the Company's corporate structure, which the Company believes will be an important contributor to the Company's success. The corporate structure will consist of a small management team, to maintain low overhead, with performance based compensation for sales and consultants, that is easily scalable and that gives them the ability to make decisions in the field. As the Company grows, however, the Company may have difficulty maintaining this structure or adapting it sufficiently to meet the needs of the Company's operations. Our failure to manage the Company's growth effectively could harm the Company's business and operating results.

New customer sales of the Company's products may not be profitable, and revenue that the Company expects may not be achieved.

The expects its new customers to have an initial ramp-up period during which they will generate revenue and profit

below the levels at which the Company expects them to normalize. This is in part due to the time it takes to build a customer base in a new product and higher fixed costs relating to start-up inefficiencies that are typical of introduction of new products. Our ability to supply new customers profitably and increase average customer revenue will depend on many factors, some of which are beyond the Company's control, including:

- Executing the Company's vision effectively;
- Initial sales performance of new product;
- Competition, either from the Company's known competitors in the industry, or others entering into the Company's chosen markets;
- Changes in consumer preferences and discretionary spending;
- Consumer understanding and acceptance of the Company's brands(s) experience;
- General economic conditions, which can affect store traffic, local labor costs and prices the Company pays for the ingredients, equipment and other supplies the Company uses; and
- Changes in government regulation.

Our customers and suppliers could take actions that harm the Company's reputation and reduce the Company's profits.

Customers and suppliers are separate entities and are not the Company's employees. Further, the Company do not exercise control over the day-to-day operations of the Company's customers and suppliers. Any operational shortcomings of the Company's customers and suppliers are likely to be attributed to the Company's system-wide operations and could adversely affect the Company's reputation and have a direct negative impact on the Company's profits.

The Company lacks sales, marketing and distribution capabilities and depend on third parties to market the Company's products.

The Company has minimal personnel dedicated solely to sales and marketing of the Company's products and therefore the Company must rely primarily upon third party distributors to market and sell the Company's products. These third parties may not be able to market the Company's product successfully or may not devote the time and resources to marketing the Company's products that the Company requires. The Company also relies upon third party carriers to distribute and deliver the Company's products. As such, the Company's deliveries are to a certain extent out of the Company's control. If the Company chooses to develop the Company's own sales, marketing or distribution capabilities, the Company will need to build a marketing and sales force with technical expertise and with supporting distribution capabilities, which will require a substantial amount of management and financial resources that may not be available. If the Company or a third party are not able to adequately sell and distribute the Company's product, the Company's business will be materially harmed.

The manufacture and sale of alcoholic beverages is regulated by federal and state law; taxation.

The manufacture and sale of alcoholic beverages is a business that is highly regulated and taxed at the federal, state and local levels.

The Company's operations may be subject to more restrictive regulations and increased taxation by federal, state and local governmental agencies than are those of non-alcohol related businesses. For instance, operation of the Company's business requires various federal, state and local licenses, permits and approvals. The loss or revocation of any existing licenses, permits or approvals, failure to obtain any additional or new licenses, permits or approvals or the failure to obtain approval for the transfer of any existing permits or licenses could have a material adverse effect on the ability of the Company to conduct its business. Furthermore, U.S. Treasury Department, Bureau of Alcohol, Tobacco and Firearms ("BATF") regulations prohibit, among other things, the payment of certain slotting allowances to retailers. These regulations have the effect of preventing competitors with greater financial resources from excluding smaller producers from retailers. Any repeal or substantial modification of these regulations or the enactment of any new legislation or regulations, could have a material adverse effect on the business, financial condition and results of operations of the Company.

The distribution of alcohol-based beverages is also subject to extensive federal and state taxation. Our operations may be subject to increased taxation as compared with those of non-alcohol related businesses. In such event, the Company has to raise prices on the Company's products in order to maintain profit margins. The effect of such an increase could negatively impact the Company's sales or profitability.

Litigation and publicity concerning product quality, health and other issues, which can result in liabilities and also cause customers to avoid the Company's products, could adversely affect the Company's results of operations, business and financial condition.

The Company's business can be adversely affected by litigation and complaints from customers or government authorities resulting from quality, illness, injury or other health concerns or operating issues stemming from consumption of products. Adverse publicity about these allegations may negatively affect us, regardless of whether the allegations are true, by discouraging customers from buying the Company's products. The Company could also incur significant liabilities, if a lawsuit or claim results in a decision against us, or litigation costs, regardless of the result. Further, any litigation may cause the Company's key employees to expend resources and time normally devoted to the operations of the Company's business.

The Company's brands are expected to be approved by the TTB ("Alcohol and Tobacco Tax and Trade Bureau"), under provisions of the Federal Food, Drug and Cosmetics Act. With this approval of the Company's formulas, the Company is not aware of any health risks posed by the Company's ingredients other than those that have been published by the TTB or FDA and which are visibly disclosed on the Company's warning labels.

The alcohol-based beverage industry also faces the possibility of class action or other similar litigation alleging that the continued excessive use or abuse of alcohol-based beverages has caused death or serious health problems. It is also possible that federal or state governments could assert that the use of alcohol-based beverages has significantly increased that portion of health care costs paid for by the government. Litigation or assertions of this type have adversely affected companies in the tobacco industry. It is possible, however, that the Company's suppliers could be named in litigation of this type which could have a negative impact on their business and, in turn, could also have a significant negative impact on the Company's business.

Fraud and illegality Risks

The Company is subject to fraud, illegality, unknown risks, operation failures, and other factors over which the Company will have no control or ability to present. Although contractual and internal control safeguards are in place, such safeguards could be thwarted by intervening negligence, fraud or illegality on many levels of management outside of the control of the Company.

* * * * *

U.S. FEDERAL INCOME TAX CONSIDERATIONS

TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230, PROSPECTIVE INVESTORS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON BY PROSPECTIVE INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION SUPPORTS THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) PROSPECTIVE INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM THEIR OWN LEGAL COUNSEL AND TAX ADVISOR.

Tax Treatment of Capital Gains and Losses

Present U.S. federal income tax law taxes capital gains of corporations at the rates applicable to corporate ordinary income. In general, the maximum tax rate for non-corporate taxpayers on long-term capital gains is 20% for most capital gain realized on assets held for more than 12 months and sold or exchanged prior to January 2, 2013 (and 20% for sales or exchanges occurring thereafter). In addition, certain taxpayers may be subject to a 3.8% surtax on the taxpayer's net investment income, and if such surtax applied the maximum tax rate would be 23.8%. Ordinary income and short-term capital gain of non-corporate taxpayers on assets held for one year or less is taxed at graduated rates of up to 37.0%, subject to taxpayer's specific adjustments.

A net capital loss allocated to a Member may be used to offset other capital gains. For a taxpayer other than a corporation, such net capital loss also may be used to offset ordinary income up to U.S. $3,000 per year. In general, for taxpayers other than corporations, the unused portion of such loss may be carried forward indefinitely, but not carried back. In

the case of a corporate taxpayer, such capital loss may be used to offset only capital gains, but the unused portion of such loss generally may be carried back three years or forward five years. Further, the amount that may be carried back is limited to an amount which does not cause or increase a net capital loss in a carryback year.

Restrictions on Deductibility of Expenses and Other Losses

Members other than certain widely-held corporations are generally permitted to deduct losses from a "passive activity" (in general, business activities in which the taxpayer does not materially participate which, generally) only against passive activity income or upon the disposition of the Member's interest in the passive activity. Any loss that cannot be deducted under the passive activity loss provisions may be carried forward and deducted by the Member in future tax years to the extent permitted by the passive activity loss provisions. The passive activity provisions generally apply in addition to other restrictions in the Code applicable to losses.

Under the so called at-risk rules, non-corporate and certain corporate Members may deduct losses from a business activity only to the extent they are at risk with respect to the activity at the end of the taxable year. An Member is generally at risk to the extent he, she or it contributes money to an activity or for such Member's share of amounts borrowed with respect to the activity for which such Member is personally liable, and for certain types of "nonrecourse" liabilities.

Members that are subject to the alternative minimum tax ("AMT") should consider the tax consequences of an investment in the Company in view of their individual AMT positions.

Tax Returns; Tax Audits; Tax Elections

The Company will file a U.S. federal partnership information return for each calendar year and will provide each Member with an annual statement containing relevant income tax information, including each Member's share of the Company's taxable income or loss and capital gains or losses for each taxable year.

The Company's tax returns are subject to review by the IRS and other taxing authorities. There can be no assurance that these authorities will not make adjustments in the tax figures reported on the Company's returns. Any adjustments resulting from an audit may require each Member to file an amended tax return, pay additional income taxes and interest, which generally are not deductible, and might result in an audit of the Member's own return.

POTENTIAL INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS ABOUT THEIR OBLIGATION TO REPORT OR DISCLOSE TO THE IRS INFORMATION ABOUT THEIR INVESTMENT IN THE COMPANY AND PARTICIPATION IN THE COMPANY'S INCOME, GAIN, LOSS OR DEDUCTION WITH RESPECT TO TRANSACTIONS OR INVESTMENTS SUBJECT TO THESE RULES.

Possible Legislative or Other Actions Affecting Tax Aspects

The present U.S. federal income tax treatment of an investment in the Company may be modified by legislative, judicial or administrative action at any time, possibly with retroactive effect, and any such action may affect investments and Subscriptions previously made. The rules dealing with U.S. federal income taxation are constantly under review by persons involved in the legislative process and by the IRS and the Treasury Department, resulting in revisions of Treasury regulations and revised interpretations of established concepts as well as statutory changes. Revisions in U.S. federal tax laws and interpretations thereof could adversely affect the tax aspects of an investment in the Company.

State and Local Tax Considerations

In addition to the U.S. federal income tax consequences described above, prospective Members should consider potential U.S. state and local tax consequences of an investment in the Company. State and local tax laws often differ from federal income tax laws with respect to the treatment of specific items of income, gain, loss, deduction, and credit. An Member in the Company may be subject to state and/or local tax, depending on the location and scope of the Company's activities. Each prospective Member is advised to consult his, her, or its tax advisor regarding the U.S. state and local tax effects of an investment in the Company, including, without limitation, information return and reporting requirements, which may be imposed.

CERTAIN SECURITIES LAW AND OTHER LEGAL CONSIDERATIONS

This section summarizes certain securities and regulatory law matters relating to an investment in the Company.

Securities Act

The Membership Interests are not and will not be registered under the Securities Act, or any other securities laws, including state securities or blue sky laws and non-U.S. securities laws. Membership Interests in the Company will be offered without registration in reliance upon the Securities Act exemption for transactions not involving a public offering. In order to establish compliance with such exemptions, each Member will be required to make certain representations to the Company, including that it is an "accredited investor," as defined in Rule 501(a) under the Securities Act, and that it is acquiring an interest in the Company for its own account, for investment purposes only and not with a view to its distribution. Furthermore, each investor must be prepared to bear the economic risk of the investment for an indefinite period, because the interests cannot be sold unless they are first registered under the Securities Act or an exemption from such registration is available. As described elsewhere in the Memorandum, Membership Interests will not be transferable without the consent of the Managing Member.

Investment Company Act

It is anticipated that the Company will be exempt from registration under the Investment Company Act. The Company may rely on an exemption from registration contained in Section 3(c)(1) of the Investment Company Act for issuers that are not making a public offering of securities and whose outstanding securities are beneficially owned by not more than 100 persons. Alternatively, the Company may rely on an exemption from registration contained in Section 3(c)(7) of the Investment Company Act for issuers that are not making a public offering of securities and whose outstanding securities are owned exclusively by persons who, at the time of the acquisition of such securities are "qualified purchasers", as defined in Section 3(c)(7). The Company reserves the right to sell its securities to "knowledgeable employees" (as defined under the Investment Company Act). The Company intends to obtain appropriate representations and undertakings in order to assure that the conditions of the relevant exemptions are met.

Investment Advisers Act of 1940

The Managing Member is not registered and does not intend to register as an investment adviser under the Investment Advisers Act of 1940, as amended.

DETERMINATION OF OFFERING PRICE

The Managing Member has arbitrarily determined the offering price of the Membership Interests being offered, and it has no relationship to any established indicia of value, such as book value or earnings per Membership Interest, nor is the offering price indicative of current market value for the assets the Company owns. The Managing Member has not had any valuation or appraisal prepared for the Company. The offering price is not based on market or book value.

The Managing Member reserves the right to cancel or modify this offering, to reject subscriptions for Membership Interests in whole or in part, to waive conditions to the purchase of Membership Interests, and to accept a limited number of Members at less than the minimum subscription stated herein

ADDITIONAL INFORMATION

Prior to the offering, the Managing Member will make available to each prospective Member and such investor's representatives, if any, the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and to obtain any additional information that can be obtained without unreasonable effort or expense that is necessary to verify the accuracy of the information furnished to such prospective investor.

HOW TO SUBSCRIBE

The Subscription Agreement and Limited Liability Company Agreement, along with instructions for their completion, are being delivered contemporaneously with this Memorandum. You may purchase the Membership Interests being offered by completing and signing the Subscription Agreement and Limited Liability Company Agreement, and delivering, together with payment for the total purchase price, as directed by the Company. The purchase price must be made payable to HARLEM STANDARD, LLC, and paid in United States currency in immediately available funds via money order, bank draft, wire transfer, or certified check.

* * *

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "HARLEM STANDARD, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JUNE, A.D. 2018, AT 8:10 O`CLOCK A.M.

Jeffrey W. Bullock, Secretary of State

6955081 8100
SR# 20185434675

Authentication: 202984982
Date: 06-29-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF FORMATION

OF

HARLEM STANDARD, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is:

Harlem Standard, LLC

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 160 Greentree Drive, Suite 101, County of Kent, Dover, DE 19904.

Executed on June 29, 2018

/s/ Michael C. Carroll
Michael Carroll,
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:10 AM 06/29/2018
FILED 08:10 AM 06/29/2018
SR 20185434675 - File Number 6955081

LIMITED LIABILITY COMPANY AGREEMENT

OF

HARLEM STANDARD, LLC

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4. Place of Business

The principal place of business of the Company (and the specified office at which the records required to be maintained by the Company under the Delaware Code Annotated, Title 6, Sections 18-101 to 18-1104 are to be kept) shall be at the offices of the Managing Member, or at such other or additional places of business within or outside of the State of Delaware as the Managing Member from time to time may designate. The Managing Member shall notify the other Members of any change of the principal place of business and specified office.

The Company hereby designates National Registered Agents, Inc., as the Registered Agent of the Company for service of process.

The registered office and Registered Agent may be changed from time to time by the Managing Member by filing the prescribed forms with the appropriate governmental authorities.

5. Term

The term of the Company commenced on June 29, 2018, the date of the filing of the Certificate of Formation of the Company, and shall continue until the occurrence of an event hereinafter set forth which causes the termination of the Company as set forth in this Agreement, until the written consent of the Managing.

6. Capital Contributions

The Managing Member shall not be required to contribute to the capital of the Company either on formation of the Company or at any time thereafter, except for a contribution of $100.00 in respect of Managing Member's 100% membership interest in the Company on the date of this Agreement.

The Members shall make contributions to the Company, which shall be subscribed for in amounts of no less than $50,000.00; provided however that the Managing Member shall be permitted to waive such limitations, in the exercise of Managing Member's good faith discretion.

The Members shall not be required to make any additional capital contributions.

Except as specifically provided in this Agreement or required by law, no Member shall have the right to withdraw or reduce his contributions to the capital of the Company until the termination of the Company. No Member shall have the right to demand and receive any distribution from the Company in any form other than cash, regardless of the nature of such Member's capital contribution. No Member shall be paid interest on capital contributions to the Company.

The liability of any Member for the losses, debts, liabilities and obligations of the Company shall be limited to paying: the capital contribution of such Member when due under this Agreement; such Member's share of any undistributed assets of the Company; and (only if and to

the extent at any time required by applicable law) any amounts previously distributed to such Member by the Company.

7. Loans and Advances by Members

If any Member shall loan or advance any funds to the Company in excess of the capital contribution of such Member prescribed herein, such loan or advance shall not be deemed a capital contribution to the Company and shall not in any respect increase such Member's interest in the Company.

8. Allocations and Distributions

As used in this Agreement, the term "Members' Percentage Interests" shall mean a percent membership interest held by each Member.

As used in this Agreement, the terms "net profits" and "net losses" shall mean the profits or losses of the Company from the conduct of the Company's business, after all expenses including organizational expenses incurred in connection therewith have been paid or provided for. The net profits or net losses of the Company shall be determined by the Company's accountants in accordance with generally accepted accounting principles applied in determining the income, gains, expenses, deductions or losses, as the case may be, reported by the Company for federal income tax purposes.

The term "cash receipts" shall mean all available cash flow receipts of the Company from whatever source derived, including without limitation capital contributions made by the Members; the proceeds of any sale, exchange, or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any insurance policy payable to the Company; and the proceeds from the liquidation of the assets of the Company following a termination of the Company.

The "capital account" for each Member shall mean the account established, determined and maintained for such Member in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv). The capital account for each Member shall be increased by (1) the amount of money contributed by such Member to the Company, (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Internal Revenue Code), and (3) allocations to such Member of Limited Liability Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treas. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding income and gain described in subsection (b)(4)(i) of said Regulation, and shall be decreased by (4) the amount of money distributed to such Member by the Company, (5) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), (6) allocations to such Member of expenditures of the Company described in Section 705(a)(2)(B) of the Code, and (7) allocations of Limited Liability Company loss and deduction (or items thereof) including loss and deduction described in Treas. Reg. Section

1.704-1(b)(2)(iv)(g), but excluding items described in (6) above and loss or deduction described in subsections (b)(4)(i) or (b)(4)(iii) of said Regulation. Net profits and net losses of the Company from other than capital transactions, as of the end of any fiscal year or other period, shall be credited or charged to the capital accounts of the Members prior to any charge or credit to said capital accounts for net profits and net losses of the Company from capital transactions as of the end of such fiscal year or other period. The capital account for each Member shall be otherwise adjusted in accordance with the additional rules of Treas. Reg. Section 1.704-1(b)(2)(iv).

During each fiscal year, the net profits and net losses of the Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balances in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to such excess balances in the capital accounts until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members' Percentage Interests, or, if deemed appropriate by the Managing Member, in accordance with the distribution order set forth in item (c) in the next paragraph.

The cash receipts of the Company shall be applied in the following order of priority: (a) first, to the payment by the Company of amounts due on debts and liabilities of the Company other than to any Member, and operating expenses of the Company; (b) second, to the establishment of cash reserves determined by the Managing Member to be necessary or appropriate, including without limitation reserves for the operation of the Company's business, taxes and contingencies; and (c) thereafter, the cash receipts of the Company shall be distributed, in the discretion of the Managing Member, among the Members as follows: (i) first, 100% to any Member that has made a loan or preferred contribution to the Company that is made subsequent to the final closing and agreed to by the Managing Member in its discretion (*i.e.*, for an unanticipated capital need), until each such member has received distributions equal to such loan or preferred contribution plus a return accrued thereon calculated at an annual rate of twenty percent (20%), compounded annually; (ii) second, 100% to the Members, pro rata in accordance with their capital contributions, until each Member has received distributions under this section (ii) equal to an amount that is sufficient to generate an annual internal rate of return equal to seven percent (7.0%), including the return of capital contributions; and (iii) 70% to the Members, pro rata in accordance with their capital contributions, and 30% to the Managing Member.

A Member that makes a capital contribution of twenty-five percent (25.0%) or more of the total capital contributions to the Company, or investors who invest at the recommendation of an investment adviser that make combined total capital contributions of same, may be offered a portion of the Managing Member's distributions. Such allocation shall not affect the distributions to the Members as set forth above.

The cash receipts of the Company shall be distributed to the Members from time to time at such times as the Managing Member shall determine. It is contemplated that distributions will be made if the Managing Member deems such distributions to be prudent and feasible.

Special Allocations -- Notwithstanding the preceding provisions of this Article 8, the following special allocations shall be made in the following order:

(1) Minimum Gain Chargeback -- Except as otherwise provided in Treas. Reg. Section 1.704-2(f), if there is a net decrease in partnership minimum gain (within the meaning of Treas. Reg. Sections 1.704-2(b)(2) and 1.704-2(d)) during any fiscal year, each Member shall be allocated items of the Company's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in partnership minimum gain, determined in accordance with Treas. Reg. Section 1.704-2(g). Allocations made pursuant to the preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Reg. Sections 1.704-2(f)(6) and 1.704-2(j)(2). This provision is intended to comply with the minimum gain chargeback requirement in Treas. Reg. Section 1.704-2(f) and shall be interpreted consistently therewith.

(2) Partner Minimum Gain Chargeback -- Except as otherwise provided in Treas. Reg. Section 1.704-2(i)(4), if there is a net decrease in partner nonrecourse debt minimum gain attributable to a partner nonrecourse debt during any fiscal year, each Member who has a share of the partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Treas. Reg. Section 1.704.2(i)(5), shall be allocated items of the Company's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Treas. Reg. Section 1.704-2(i)(4). Allocations made pursuant to the preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Reg. Sections 1.704-2(i)(4) and 1.704-2(j)(2). As used herein, "partner nonrecourse debt" has the meaning set forth in Treas. Reg. Section 1.704-2(b)(4). As used herein, "partner nonrecourse debt minimum gain" shall mean an amount, with respect to each partner nonrecourse debt, equal to the partnership minimum gain (within the meaning of Treas. Reg. Sections 1.704-2(b)(2) and 1.704-2(d)) that would result if such partner nonrecourse debt were treated as a nonrecourse liability (within the meaning of Treas. Reg. Section 1.704-2(b)(3)) determined in accordance with Treas. Reg. Section 1.704-2(i)(3). This provision is intended to comply with the minimum gain chargeback requirement in Treas. Reg. Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(3) Qualified Income Offset -- In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treas. Reg. Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of the Company's income and gain shall be allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, any adjusted capital account deficit in such Member's capital account, as quickly as possible, provided that an allocation pursuant to this provision shall be made only if and to the extent that such Member would have an adjusted capital account deficit in such Member's capital account after all other allocations provided for in this Article 8 have been tentatively made as if this provision were not in this Agreement. As used herein, "adjusted capital account deficit" shall mean the deficit balance, if any, in a Member's capital account at the end of the relevant fiscal year after the following adjustments: (i) credit to such capital account the minimum gain chargeback which the Member is obligated to restore pursuant to the penultimate sentences of Treas. Reg. Sections 1.704-2(g)(1) and 1.704-2(i)(5); and (ii) debit to such capital account the items described in Treas. Reg. Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). This provision is intended to constitute a qualified income offset within the meaning of Treas. Reg. Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(4) Gross Income Allocation -- In the event any Member has a deficit capital account at the end of any fiscal year which is in excess of the sum of the amounts such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treas. Reg. Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be allocated items of the Company's income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this provision shall be made only if and to the extent that such Member would have a deficit in such Member's capital account in excess of such sum after all other allocations provided for in this Article 8 have been tentatively made as if this provision and the provisions of clause (3) above were not in this Agreement.

(5) Nonrecourse Deductions -- Nonrecourse deductions (within the meaning of Treas. Reg. Section 1.704-2(b)(1)) for any fiscal year shall be allocated among the Members in proportion to the Members' Percentage Interests.

(6) Partner Nonrecourse Deductions -- Any partner nonrecourse deductions (within the meaning of Treas. Reg. Sections 1.704-2(b)(1) and 1.704-2(b)(2)) for any fiscal year shall be allocated to the Member who bears the economic risk of loss with respect to the partner nonrecourse debt (within the meaning of Treas. Reg. Section 1.704-2(b)(4)) to which such partner nonrecourse deductions are attributable in accordance with Treas. Reg. Section 1.704-2(i)(1).

(7) Other Mandatory Allocations -- In the event Section 704(c) of the Internal Revenue Code or the Regulations thereunder require allocations in a manner different than that set forth above in this Article 8, the provisions of Section 704(c) and the Regulations thereunder shall control such allocations among the Members.

Company. No person, firm or corporation dealing with the Company shall be required to investigate the authority of the Managing Member or to secure the approval of or confirmation by the Members of any act of the Managing Member in connection with the business or affairs of the Company. No Member, other than the Managing Member or his designees, shall have the authority, or shall take any action as a Member, to bind the Company.

Except as provided elsewhere in this Agreement, or by non-waivable provisions of applicable law, the Managing Member shall possess and enjoy all rights and powers necessary or appropriate for the conduct and management of the business and affairs of the Company and hereby is authorized to make all decisions relating to the business and affairs of the Company. The Managing Member may make decisions relating to: the purchase, sale, exchange, lease, transfer, encumbrance or other acquisition or disposition of any property, for cash, other property, or on terms; the borrowing of money and the obtaining of loans, secured and unsecured, for the Company and in connection therewith the issuance of notes, debentures and other debt securities and the securing of the same by assigning for security purposes, pledging or hypothecating all or part of assets of the Company; the expenditure of the capital and receipts of the Company in furtherance of the business of the Company; the purchase of equipment, supplies and services as the Managing Member deems appropriate; the lending or advancing of money to third parties in connection with the business of the Company; the investment of funds of the Company in interest-bearing bank deposits, governmental obligations, institutional and insured short-term debt securities and short-term commercial paper, pending disbursement of the Company's funds or to provide a source from which to meet contingencies; the purchase of hazard, liability and other insurance which the Managing Member may deem necessary or proper; the payment of organizational expenses of the Company; the employment of attorneys, accountants, brokers, consultants and other persons, firms and corporations to render ongoing services to the Company as the Managing Member may deem necessary or proper; the payment of fees as set forth in the Private Placement Memorandum; the enforcement, compromise and settlement of any rights or claims in favor of or against the Company or any nominee of the Company; and the taking of all other actions and the execution and delivery of any and all other instruments and agreements as the Managing Member may deem appropriate to carry out the intents and purposes of this Agreement.

The Managing Member's duty of care in the discharge of the Managing Member's duties to the Company and the Members, and Management Company's duties toward the Company, are limited to refraining from engaging in grossly negligent conduct, intentional misconduct, or a knowing violation of law. In discharging the duties of the Managing Member, the Managing Member shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements by other Managing Members, Members, agents or other persons as to matters the Managing Member reasonably believes are within such person's professional or expert competence, including without limitation information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

To the extent of the Company's assets, and to the extent permitted by law, the Company shall indemnify and hold the Managing Member and the Management Company harmless from and against all liability, claim, loss, damage or expense, including reasonable

attorneys' fees, incurred by the Managing Member by reason of any act or omission of the Managing Member made in good faith on behalf of the Company.

The Managing Member may resign at any time by giving written notice to the Members of the Company, and such resignation shall take effect upon receipt of such notice or at such later time as may be specified in such notice. The acceptance of such resignation shall not be necessary to make it effective. The resignation of the Managing Member who is also a Member shall not affect the Managing Member's rights as a Member and shall not constitute a withdrawal of a Member.

12. Competing Business Activities

Each Member (regardless of whether such Member is the Managing Member) may engage in, invest in, participate in, or otherwise enter into, any other businesses or professions of every nature and description, now or hereafter existing, individually or with others including other Members, whether or not such businesses or professions compete directly with the Company. Neither the Company nor any other Member (regardless of whether such Member is the Managing Member) shall have any rights in or to any such business or profession or the income or profits therefor. No Member (regardless of whether such Member is the Managing Member) shall be obligated to afford to the Company any business opportunity. No Member (regardless of whether such Member is the Managing Member) shall be deemed to be acting as a nominee of the Company unless it has been so designated by a writing executed by the Company and such Member (regardless of whether such Member is the Managing Member).

The Managing Member shall not be liable, responsible or accountable in damages or otherwise to the Company or any other Member for, and the Company shall indemnify the Managing Member against, any loss, cost, liability, or expense, including attorneys' fees, by reason of any act or omission by the Managing Member in connection with the Company's business or operation, provided that the Managing Member determines in good faith that his conduct was in the best interest of the Company, and provided that his conduct did not constitute proven fraud, negligence, breach of fiduciary duty or misconduct.

13. Assignment of Interests

Except as otherwise provided in this Agreement, absent the prior written consent of the Managing Member (which such consent may be withheld in the Managing Member's sole and absolute discretion), no Member may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of his interest in the Company, including without limitation the capital, profits or distributions of the Company, and no Member may voluntarily withdraw from the Company without the consent of the Managing Member. Provided, however, a Member may assign all or any part of such Member's interest to any of the following (collectively the "permitted assignees"): the spouse, parents, sisters, brothers, descendants, nieces or nephews of such Member, other than a minor or incompetent; any other Member; or the spouse, parents, sisters, brothers, descendants, nieces or nephews of a Member, other than a minor or incompetent; or trust for the sole benefit of one or more of the foregoing.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Managing Member, has been delivered to the Company.

As between a Member and an assignee or transferee of such Member's interest in accordance with this Agreement, allocations and distributions for any fiscal year shall be apportioned as of the date of the assignment or transfer, on the basis of the number of days before and after said date, without regard to the results of the Company's operations before or after the assignment or transfer.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combined with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Managing Member that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable federal and state securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Managing Member and the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Managing Member the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Managing Member to establish to the satisfaction of the Managing Member that an interest has been assigned or transferred in accordance with this Agreement.

14. Admission of New Members

The Managing Member may admit new Members (or transferees of any interests of existing Members) into the Company. As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Managing Member, as the Managing Member may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Certificate of Formation, which the Managing Member may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Managing Member may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable federal or state securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

Any person admitted as a Member in accordance with this Agreement shall execute, acknowledge and swear to two copies of the Member Signature Page attached to this Agreement thereby agreeing to be bound by the provisions hereof; provided, however, that such Member Signature Page shall not become effective or binding on the Company until it has been executed by the Managing Member. The Managing Member is authorized to do all things necessary or appropriate to effect the admission of such Member. The admission of any Member pursuant to this Article 14 shall not cause a dissolution of the Company.

15. Withdrawal Events Regarding Members and Election to Continue the Company

The event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the laws of Delaware (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), shall not work a termination of the Company and the Company shall not terminate, irrespective of applicable law, and the business of the Company will be continued.

In the event of a Withdrawal Event with respect to any Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interest of such Member in the Company, other than the economic and tax allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of his assets; or makes a general assignment for the benefit of creditors; or is adjudicated a bankrupt or an insolvent; or files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against him in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or takes any action for the purpose of effecting any of the foregoing; or an order, judgment or decree shall be entered, with or without the application, approval or consent of

such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstayed and in effect for ninety days.

16. Dissolution and Liquidation

The Company shall terminate upon the occurrence of any of the following: the election by the Managing Member shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by the Managing Member (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (a) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (b) to the payment of debts and liabilities to Members; (c) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to an attorney-at-law as escrowee, to be held for a period of two years for the purpose of payment of the aforesaid liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as hereinafter provided; (d) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in his capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (e) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

If the Liquidating Agent shall determine that it is not practicable to liquidate all of the assets of the Company, the Liquidating Agent may retain assets having a fair market value equal to the amount by which the net proceeds of liquidated assets are insufficient to satisfy the debts and liabilities referred to above. If, in the absolute judgment of the Liquidating Agent, it is not feasible to distribute to each Member his proportionate share of each asset, the Liquidating Agent may allocate and distribute specific assets to one or more Member in such manner as the Liquidating Agent shall determine to be fair and equitable, taking into consideration the basis for tax purposes of each asset.

Upon compliance with the distribution plan, the Members shall cease to be such, and the Managing Member shall execute, acknowledge and cause to be filed such certificates and other instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company.

17. Representations of Members

Each of the Members represents, warrants and agrees that all items contained in the subscription agreement signed by each Member to acquire membership interests it the Company are true and correct as of the date hereof, and that each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its state of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any state or other governmental authorities, as the same may be amended.

18. Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by Federal Express courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, to the Company c/o the Managing Member at his address first above written or to such other address or addresses as may be designated by the Company or the Managing Member by notice to the Members pursuant to this Article 18; (b) if to the Managing Member, to the Managing Member at his address first above written or to such other address or addresses as may be designated by the Managing Member by notice to the Company and the Members pursuant to this Article 18; and (c) if to any Member, to the address of said Member first above written, or set forth on the signature page executed by said Member, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Article 18. Each Member shall keep the Company and the other Members informed of such Member's current address.

19. Power of Attorney

Each Member agrees to execute, acknowledge, swear to, deliver, file, record and publish such further certificates, instruments and documents, and do all such other acts and things

as may be required by law, or as may, in the opinion of the Managing Member, be necessary or desirable to carry out the intents and purposes of this Agreement.

Each Member, whether a signatory hereto or a subsequently admitted Member, hereby irrevocably constitutes and appoints the Managing Member (including any successor Managing Member) the true and lawful attorney-in-fact of such Member, and empower and authorize such attorney-in-fact, in the name, place and stead of each Member, to execute, acknowledge, swear to and file amendments to the Certificate of Formation, and any other certificates, instruments and documents which may be required to be executed or filed under laws of any state or of the United States, or which the Managing Member shall deem advisable to execute or file, including without limitation all instruments which may be required to effectuate the formation, continuation, termination, distribution or liquidation of the Company.

It is expressly acknowledged by each Member that the foregoing power of attorney is coupled with an interest and shall survive any assignment by such Member of such Member interest in the Company; provided, however, that if such Member shall assign all of his interest in the Company and the assignee shall become a substituted Member in accordance with this Agreement, then such power of attorney shall survive such assignment only for the purpose of enabling the Managing Member to execute, acknowledge, swear to and file all instruments necessary or appropriate to effectuate such substitution.

A power of attorney similar to the foregoing shall be one of the instruments which the Managing Member may require a new Member to execute and acknowledge; however, the power of attorney in this Agreement shall be binding upon any new Member even in the absence of such separate power of attorney.

Upon the election of any new Managing Member, each Member at the request of the Managing Member shall execute and acknowledge a new power of attorney as provided above expressly in favor of such new Managing Member; however, the power of attorney provided above shall inure to the benefit of each new Managing Member even in the absence of such new confirmatory power of attorney.

20. Disputes

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall be brought in the federal or state courts situated in the State of Delaware, to the exclusion of all other forums, and each of the Members consents to personal jurisdiction in connection with the foregoing. The prevailing party shall be entitled to costs and reasonable attorneys' fees paid by the non-prevailing party.

21. Amendments

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to without the

consent of the Managing Member and not less than seventy-five percent (75%) of all the Membership Percentage Interests of the Members; provided that the Managing Member shall have the right to amend the Limited Liability Company Agreement without consent of the Members in order to: (i) cure ambiguities, make corrections, comply with changes in the law, or otherwise clarify terms or provisions; (ii) delete or add any provision requested by any federal or state "blue sky" agency to the extent deemed to be for the benefit or protection of some or all of the Members; (iii) effectuate the admission or withdrawal of Members in accordance with this Agreement's terms; or (iv) make amendments to this Agreement in order to reflect changes made to this Agreement in response to the comments of Members admitted after the Initial Closing but on or prior to the Final Closing Date (as such terms are defined in the Private Placement Memorandum) to the extent such amendments do not adversely affect such previously admitted Members. No amendment may be made to Articles 6, 8, 13 and 16 hereof, insofar as said Articles apply to the financial interests of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

22. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Delaware. Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities. The Managing Member and the Members collectively are referred to herein as the Members. Any one of the Members is referred to herein as a Member. References to the Internal Revenue Code shall mean the Internal Revenue Code of 1986, as amended, and any successor or superseding federal revenue statute.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Members that this Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Delaware Code Annotated, Title 6, Sections 18-101 to 18-1104, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Delaware Code Annotated, Title 6, Sections 18-101 to 18-1104, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the

Delaware Code Annotated, Title 6, Sections 18-101 to 18-1104. If the Delaware Code Annotated, Title 6, Sections 18-101 to 18-1104 is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

Subject to the limitations on transferability contained herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MANAGING MEMBER:

HARLEM STANDARD VENTURES, LLC

By: _____

Name: Brian J. DiMarco
Title: Manager

SIGNATURE PAGE

The undersigned, by execution of this signature page, hereby agrees to become a Member of HARLEM STANDARD, LLC, and agrees to be fully bound by, and to comply with all of the terms, covenants and conditions of with, the Limited Liability Company Agreement of HARLEM STANDARD, LLC, as the same may from time to time be amended.

The foregoing is subject to the acceptance by the Managing Member of HARLEM STANDARD, LLC of the undersigned as a Member.

_____

Signature

_____

Print Name

_____

Street Address

_____

City State ZIP

_____

Soc. Sec. No. or EIN/Taxpayer No.

HARLEM STANDARD, LLC
A DELAWARE LIMITED LIABILITY COMPANY

MEMBERSHIP INTEREST
SUBSCRIPTION AGREEMENT

THE MEMBERSHIP INTERESTS OFFERED AND SOLD HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, UNDER THE SECURITIES LAWS OF ANY U.S STATE OR UNDER ANY OTHER SECURITIES LAWS OR LAWS OF SIMILAR IMPORT, AND, SUBJECT TO THE PROVISIONS OF THE LLC AGREEMENT, MAY NOT BE SOLD, ASSIGNED OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION OR EXEMPTION THEREFROM.

HARLEM STANDARD, LLC
c/o Managing Member
412 W 110 St. #5
New York, New York 10025

Attention: Brian J. DiMarco
Chief Executive Officer and
Managing Member

Ladies and Gentlemen:

This Subscription Agreement is made by and between: HARLEM STANDARD, LLC, a Delaware limited liability company (the "**Company**") and the undersigned subscribing investor (the "**Investor**"). Reference is made to the following transaction documents (collectively, the "**Transaction Documents**"), describing the offering of membership interests in the Company: (i) the Confidential Private Placement Memorandum and (ii) the Limited Liability Company Agreement for HARLEM STANDARD, LLC (the "**LLC Agreement**"). Capitalized terms used but not defined herein shall have the respective meanings given them in the LLC Agreement.

The undersigned subscribing Investor hereby covenants, agrees, represents and warrants, as of the date hereof and as of the Closing Date, the following:

1. **PURCHASE**

Subject to the terms and conditions hereof and the provisions of the LLC Agreement, the Investor hereby agrees irrevocably to subscribe for and purchase membership interests (the "**Membership Interests**") in the Company. The Investor agrees to the Capital Commitment in the amount set forth opposite the Investor's signature hereon (the "**Commitment**"), payable as required by the Managing Member under the terms and subject to the conditions set forth in the LLC Agreement.

2. **ADOPTION OF LLC AGREEMENT**

The Investor hereby specifically accepts and adopts each and every provision of the LLC Agreement and the payment of organizing expenses, all as set forth in the LLC Agreement.

3. **ORGANIZATION/CLOSING DATE**

The closing (the "**Closing**") of the sale and purchase of the Investor's Interest shall take place at the offices of the Managing Member (or at such other place as shall be selected by the Managing Member) on such date or dates as shall be selected by the Managing Member (the "**Closing Date**"). Prior to the Closing, the Investor will tender executed copies of this Subscription Agreement and the Member signature page to the LLC Agreement attached hereto.

4. **REPRESENTATIONS AND WARRANTIES**

The undersigned hereby makes the following representations and warranties to the Managing Member and the Company:

a. That the undersigned is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "**Securities Act**").

b. That by reason of my business or financial experience or the business or financial experience of my professional advisor, I/we have the capacity to protect my/our own interest in connection with the purchase of Membership Interests:

i. That I have adequate means of providing for my current needs and possible personal contingencies;

ii. That Membership Interests are not freely transferable and that I am able to hold the investment for an indefinite period of time and can foresee no need for liquidity of my investment in the Company; and

iii. That I can bear the economic risk of losing my entire investment herein.

c. That my legal and tax advisors and I have had an opportunity to ask questions of and receive answers from the Managing Member or a person or persons acting on its behalf that I have deemed satisfactory;

d. That I have received, read and understand the Transaction Documents. I further acknowledge that, except as set forth in the Transaction Documents, no representations or warranties have been made to me, or to my advisors, by the Managing Member, or by any person acting on behalf of the Company, with respect to the Company or the Project as described in the Transaction Documents or any aspects or consequences of a purchase of the Membership Interests and that I have not relied upon any information concerning the offering, written or oral, other than that contained in the Transaction Documents. I know of no public solicitations or advertisements of any offer to purchase Membership Interests. I acknowledge that I have had an opportunity to ask questions of and receive answers from the Managing Member, or a person or persons acting on its behalf, concerning the terms and conditions of this investment, and have found such answers to be to my satisfaction;

e. That these Membership Interests are being acquired solely for my own account and benefit, as a long-term investment, and are not being purchased with a view to or for the resale, distribution, subdivision or fractionalization thereof.

f. That I have access to and will employ my own attorney and tax adviser to answer any questions I may have and to inquire into the specific affect this investment may have on my particular situation. Neither the Managing Member nor any person associated with the Managing Member have provided legal or tax advice to me. I will solely rely on my own advisors for legal and tax advice.

g. That I understand the Company has no financial or operating history and that there are substantial risks of loss of investment incident to an investment in the Company, including but not limited to those set forth in the Transaction Documents.

h. That I understand the Membership Interests have not been registered under the Securities Act or registered or qualified under the securities laws of the state in which the undersigned resides or is located and that it shall not be resold or otherwise disposed of unless it is registered or qualified under the Securities Act and such state securities laws or an exemption from such registration or qualification is available and that, accordingly, I must bear the economic risk of investment in the Membership Interests for an indefinite period of time, and I am capable of bearing that risk. The undersigned further understands that such exemptions may not be available and that the Company may never seek registration or qualification of any portion or all of the Membership Interests I acquire. I further understand that the Company will not be registered as an investment company under the Investment Company Act of 1940.

i. That the undersigned hereby acknowledges that the Company and the Managing Member seek to comply with all applicable laws concerning money laundering and similar activities. In furtherance of such efforts, the undersigned hereby represents and agrees that, to the best of the undersigned's knowledge based upon appropriate diligence and investigation; (i) none of the cash or property that is paid or contributed to the Company by the undersigned shall be derived from, or related to, any activity that is deemed criminal under United States law; and (ii) no contribution or payment to the Company by the undersigned shall (to the extent that such matters are within the undersigned's control) cause the Company or the Managing Member to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001; and (iii) the undersigned is not engaged in money laundering. Further, the undersigned represents and warrants to the Company and the Managing Member, the following:

i. The undersigned has reviewed the website of the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**")[1], and conducted such other investigation as the undersigned deems necessary or prudent, prior to making these representations and warranties. The undersigned acknowledges that U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, engaging in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals.[2]

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[1] The lists of OFAC prohibited countries, territories, persons and entities may be found on the OFAC website at <www.ustreas.gov/ofac>.

[2] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

ii. All evidence of identity provided in connection with the undersigned's acquisition of an Interest as contemplated herein is genuine and all related information furnished is accurate.

iii. No funds tendered for the acquisition of an Interest are directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws.

iv. Neither the undersigned, nor any person controlling, controlled by, or under common control with the undersigned, or for whom the undersigned is acting as agent or nominee in connection with the acquisition of an Interest is: (a) a country, territory, organization, person or entity named on an OFAC list; (b) a person or entity that resides or has a place of business in a country or territory named on such lists or which is designated as a Non-Cooperative Jurisdiction by the Financial Action Task Force on Money Laundering ("**FATF**"),[3] or whose subscription funds are transferred from or through such a jurisdiction; (c) a "Foreign Shell Bank" within the meaning of the USA PATRIOT Act, *i.e.*, a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision; or (d) a person or entity that resides in or is organized under the laws of a jurisdiction designated by the Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns.[4]

v. The undersigned hereby acknowledges and understands that the Company in its discretion may decline to accept any subscription for an Interest by a person who is a "Covered Person" within the meaning of the Guidance on Enhanced Scrutiny for Transactions that May Involve the Proceeds of Foreign Official Corruption, issued by the Department of the Treasury, et al., January, 2001, *i.e.*, a senior foreign political figure,[5] or an immediate family member[6] or close associate[7] of a senior foreign political figure. Accordingly, the undersigned agrees to inform the Company and the Managing Member, prior to the undersigned's acquisition of an Interest, if the undersigned or any person controlling, controlled by, or under common control with the undersigned, or for whom the undersigned is acting as agent or nominee in connection with the acquisition of an Interest is a Covered Person.

vi. The undersigned hereby agrees to provide any information deemed necessary by the Company or the Managing Member in its sole discretion to comply with its anti-money laundering responsibilities and policies.

vii. The undersigned authorizes and permits the Company and the Managing Member, and each of them, each using its own reasonable business judgment, to report information about the undersigned to appropriate authorities, and the undersigned agrees not to hold them liable for any loss or injury that may occur as the result of providing such information.

viii. The undersigned agrees that, in the event of a material change with respect to the information provided in connection with the purchase of Membership Interests, the undersigned will provide the Company and the Managing Member promptly with updated information affected by the material change.

ix. The undersigned agrees that, notwithstanding any other statement to the contrary in any agreement into which the undersigned has entered or in any prospectus or private placement memorandum of the Company if the Company or the Managing Member determines that the undersigned has appeared on a list of known or suspected terrorists or terrorist organizations compiled by any U.S. or foreign governmental agency, or that any information provided by the undersigned in connection with the acquisition of an Interest of the Company is no longer true or accurate, the Company and the Managing Member, and each of them, shall be authorized to take any action as shall be necessary or appropriate as a result thereof, including but not limited to removing the undersigned as an undersigned in the Company, freezing the undersigned's account and/or notifying the federal authorities.

j. That the information provided in this Agreement is true, accurate and complete and may be relied upon by the Managing Member, its counsel and its affiliates for any purpose, including the establishment of investor-related facts underlying claims of exemption from the registration provisions of federal and state securities laws.

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[3] The list of Non-Cooperative Jurisdictions may be found at <www.oecd.org/fatf>.

[4] The list of these jurisdictions may be found at <www.ustreas.gov/fincen>.

[5] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[6] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[7] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

5. **TITLE**

The undersigned desires to take title to their interest as follows (check one):

[ ] Individually, as a single person;

[ ] Husband and wife, as community property;

[ ] Joint tenants;

[ ] Tenants in common;

[ ] Separate property;

[ ] As custodian of _____; under the Uniform Gifts to Minors Act;

[ ] Corporate name _____;

[ ] Trustee of the _____ Trust, dated _____.

[ ] Partnership name _____

composed of the following partners_____;

[ ] Other _____.

6. **COMPLIANCE WITH REGULATION D AND APPLICABLE STATE SECURITIES LAWS; INVESTOR AWARENESS**

The Investor understands and agrees that the restrictions under certain state and federal laws, the Securities Act, and applicable state securities laws, certain restrictions set forth in the LLC Agreement and the following restrictions and limitations are applicable to its purchase of a Membership Interests and any resales, mortgages, pledges, hypothecations, or other transfers thereof, and further understands that:

a. The Membership Interests may not be resold, mortgaged, pledged, assigned, hypothecated or otherwise disposed of unless the Membership Interests is registered under the Securities Act and applicable state securities laws or is exempt from registration thereunder.

b. No federal or state agency has passed upon the Membership Interests or made any finding or determination as to the fairness of this investment. Neither the Transaction Documents nor the LLC Agreement has been filed with the Securities and Exchange Commission or with any securities administrator under state securities laws.

c. There are substantial risks incident to the purchase of Membership Interests.

d. There is no established market for the Membership Interests and no public market for the Membership Interests will develop; the Membership Interests will not be, and Investors in the Company have no rights to require that the Membership Interests be, registered under the Securities Act or the securities laws of the various states; the Investor may have to hold the Membership Interests and bear the economic risk of its investment in the Membership Interests indefinitely and it may not be possible for the Investor to liquidate its investment in the Company.

e. With respect to the tax and other legal consequences of an investment in the Membership Interests, the Investor is relying solely upon the advice of its own tax and legal advisors and not upon any discussion of such matters set forth in the Transaction Documents.

7. **GRANT OF SPECIAL AND LIMITED POWER OF ATTORNEY**

Each Member, hereby irrevocably constitutes and appoints the Managing Member with full power of substitution, to execute, acknowledge and file any instrument necessary to effect the following:

a. The Certificate of Formation under the laws of the State of Delaware, and any other certificate or other instrument (including, without limitation, those related to the formation, amendment, or dissolution of the Company) which may be required to be filed by the Company under the laws of the State of Delaware or any other state of the United States;

b. Any and all amendments, addenda, or the like of the instruments described in the preceding subparagraph a, provided the same are consistent herewith;

c. Any instrument or document that may be required to effect the continuation of the Company, the admission of an additional or substituted Member, or the dissolution and termination of the Company (provided that the continuation, admission or dissolution and termination are in accordance with the terms of the LLC Agreement); and

d. To date, as of the Closing Date, and attach to the LLC Agreement, in substantially the form furnished to the Investor (with no material changes thereto), the counterpart Member signature pages to the LLC Agreement delivered by the Investor to the Managing Member.

The foregoing grant of authority:

a. Is a special power of attorney coupled with an interest, is irrevocable, shall survive the death, incapacity, insolvency, bankruptcy, merger, dissolution or other termination of the Investor's existence, and shall be limited to those matters set forth therein;

b. May be exercised by the Managing Member for each Member by the signature of the Managing Members acting as attorney-in-fact for all of the Members, together with a list of all Members executing such instrument by their attorney-in-fact; and

c. Shall survive an assignment by a Member of all or any portion of his Membership Interests, except that, where the assignee thereof has been approved by the Managing Member for admission to the Company as a substituted Member, the special power of attorney shall survive such assignment for the sole purpose of enabling the Managing Member to execute, acknowledge and file any instrument necessary to effect such substitution.

8. **SURVIVAL OF AGREEMENTS, REPRESENTATIONS AND WARRANTIES**

All agreements, representations and warranties contained herein or made in writing by or on behalf of the Investor in connection with the transactions contemplated by this Subscription Agreement shall be deemed to be true and correct on and as of the date hereof.

9. **EXPENSES**

Each Investor will pay its own expenses relating to this Subscription Agreement and the purchase of the Investor's Membership Interests hereunder.

10. **INDEMNITY**

The Investor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Managing Member and the Company (collectively, the "**Indemnities**") from and against any and all losses, liabilities, claims, damages, and expenses whatsoever (including reasonable attorneys' fees and disbursements, judgments, fines and amounts paid in settlement) arising out of or based upon any breach or failure by the Investor to comply with any representation, warranty, covenant, or agreement made by it herein or in any other document furnished by it to any of the foregoing pursuant to this Subscription Agreement. The indemnity obligations of the Investor under this Paragraph 10 shall be in addition to any liability which the Investor may otherwise have, shall extend upon the same terms and conditions to the partners, directors, officers, shareholders, agents, representatives, affiliates and employees and controlling persons of the Indemnitees (collectively, the "**Other Indemnified Parties**"), and shall be binding upon and inure to the benefit of any successors, heirs, assigns and personal representatives of the Indemnitees and the Other Indemnified Parties.

11. **AMENDMENTS**

This Subscription Agreement or any term hereof may not be modified, changed, waived, discharged or terminated except with the written consent of the Managing Member.

12. **ACCEPTANCE**

Execution of this Subscription Agreement and the Company counterpart signature page and tender of the Capital Commitment set forth on the first page of this Subscription Agreement shall constitute an irrevocable offer which the Company may accept or reject; acceptance by the Company shall be indicated by the Managing Member's execution hereof.

13. **NOTICES**

All notices or other communications required or permitted to be given hereunder shall be in writing and (as elected by the Person giving such notice) (a) personally delivered, (b) transmitted by postage prepaid registered mail (airmail if international), (c) transmitted by overnight courier, or (d) transmitted by telefax (with postage prepaid mail confirmation) to the Persons to whom such notice or communication is being given at the address set forth below the Investor's signature, if to the Investor, and if to the Managing Member, KB MM, LLC, 6919 Portwest, Suite 160, Houston, Texas 770248. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given on (x) the date of receipt if delivered personally, (y) ten (10) days after posting if transmitted by mail, or (z) the date of transmission if transmitted by telefax, whichever shall first occur.

14. **GENERAL**

This Subscription Agreement: (i) except as otherwise provided herein, shall be binding upon the Investor, the legal representatives, successors and assigns of the Investor, and, subject to Paragraph 12 hereof, the Company and the Managing Member; (ii) shall be governed, construed and enforced in accordance with the laws of the State of Delaware (except insofar as affected by the state securities laws of the jurisdiction in which the offering described herein has been made to the Investor); (iii) shall survive the admission of the Investor as a Member of the Company; (iv) may be executed in multiple counterpart copies, each of which shall be considered an original and all of which constitute one and the same instrument binding on all other parties, notwithstanding that all parties are not signatories to the same counterpart; (v) may not, except as otherwise provided herein, be withdrawn or revoked by the Investor, in whole or in part, without the prior written consent of the Managing Member; (vi) may not, without the prior written consent of the Managing Member, be assigned by the Investor and (vii) if the Investor consists of more than one Person, shall be the joint and several obligation of all such Persons. Two or more duplicate originals of this Agreement may be executed by the undersigned and accepted by the Company and the undersigned Investor, each of which shall be an original, but all of which together shall constitute one and the same instrument.

15. **DISCLOSURE REQUIRED UNDER CERTAIN STATE SECURITIES LAWS.**

The offering and sale of Membership Interests are intended to be exempt from registration under the securities laws of certain states. Investors who reside in the following states should note the language set forth below, which is required to be included in this Subscription Agreement by the securities laws of those states. All subscribers must note that there are restrictions on transfer of all Membership Interests, as agreed upon in this Agreement and LLC Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

HARLEM STANDARD, LLC
Subscription Agreement
Counterpart Signature Page for Member

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the _____ day of _____, 202 .

INDIVIDUAL INVESTOR:

_____
(Name of Individual)

_____
(Signature)

_____
(Name of Spouse if joint Investor)

_____
(Signature of Spouse if joint Investor)

ENTITY INVESTOR:

_____
(Name of Entity)

By: _____
(Signature)

Name:_____

Title:_____

ACCEPTED BY:

HARLEM STANDARD, LLC,
a Delaware limited liability company

By: _____
Name: Brian J. DiMarco
Its: Manager

Dated: _____, 202

Amount of
Capital Contribution
Commitment $_____

All checks should be made payable to:

HARLEM STANDARD, LLC

INVESTOR QUESTIONNAIRE

A. General Information

1. Print Full Name of Investor

Individual:

_____
First Middle Last

Partnership, Corporation, Trust, Custodial Account, Other:

_____
Name of Entity

2. Address for Notices: _____

_____

_____

_____

3. Name of Primary Contact Person: _____

4. Telephone Number: _____

5. Facsimile Number: _____

6. E-Mail Address: _____

7. Permanent Address:
(if different from Address
for Notices above) _____

_____

_____

8. U.S. Taxpayer Identification or
Social Security Number (if applicable): _____

9. Authorized Signatory: _____

Title: _____

Telephone Number: _____

Telecopier/Facsimile Number: _____

B. Accredited Investor Status

The Investor represents and warrants that the Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act of 1933, as amended ("**Securities Act**"), and has checked the box or boxes below which are next to the category or categories under which the Investor qualifies as an accredited investor:

FOR INDIVIDUALS:

☐ (a) A natural person with individual net worth (or joint net worth with spouse) in excess of $1,000,000. For purposes of this item, "net worth" means the excess of total assets at fair market value, including home furnishings and automobiles (and including personal property jointly owned by a spouse), over total liabilities; **provided however the value of the Investor's primary residence (whether owned separately or jointly with Investor's spouse) may not be included in the calculation of net worth**.

☐ (b) A natural person with individual income (without including any income of the Investor's spouse) in excess of $200,000, or joint income with spouse of $300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year.

FOR INDIVIDUALS AND ENTITIES:

☐ (c) A director, executive officer (as defined in Regulation D under the Securities Act), or general partner of the Fund (as defined in Regulation D), or director, executive officer or general partner of a general partner of the Fund.

FOR ENTITIES:

☐ (d) 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.

☐ (e) An insurance company as defined in Section 2(13) of the Securities Act.

☐ (f) A broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934.

☐ (g) An investment company registered under the Investment Company Act.

☐ (h) A business development company as defined in Section 2(a)(48) of the Investment Company Act.

☐ (i) A small business investment company licensed by the Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

☐ (j) 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, a corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring Membership Interests, with total assets in excess of $5,000,000.

☐ (l) A trust with total assets in excess of $5,000,000 not formed for the specific purpose of acquiring Membership Interests, whose purchase is directed by a sophisticated person with such knowledge and experience in financial and business matters as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act as to be capable of evaluating the merits and risks of an investment in the Membership Interests.

☐ (m) An employee benefit plan within the meaning of ERISA if the decision to invest in the Membership Interests 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 $5,000,000 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 $5,000,000.

☐ (o) An entity in which all of the equity owners are accredited investors as determined under any of the paragraphs (a) through (n) above.

C. Supplemental Data for Entities

1. If the Investor is an *entity*, furnish the following supplemental data (natural persons may skip this Section C of the Investor Questionnaire):

Legal form of entity (trust, corporation, partnership, etc.): _____

Jurisdiction of organization: _____

2. Was the Investor organized for the specific purpose of acquiring Membership Interests?

☐ Yes ☐ No

3. Are shareholders, partners or other holders of equity or beneficial interests in the Investor able to decide individually whether to participate, or the extent of their participation, in the Investor's investment in the Fund (i.e., can shareholders, partners or other holders of equity or beneficial interests in the Investor determine whether their capital will form part of the capital invested by the Investor in the Fund)?

☐ Yes ☐ No

4. (a) Please indicate whether or not the Investor is, or is acting on behalf of: (i) an employee benefit plan within the meaning of Section 3(3) of ERISA that is subject to ERISA; (ii) a "plan" described in Section 4975 of the Code (including Individual Retirement Plans and Keogh Plans); or (iii) an entity which is deemed to hold the plan assets of any of the foregoing pursuant to 29 C.F.R. § 2510.3-101 (each a "benefit plan investor").

☐ Yes ☐ No

If the Investor is a plan, is it a self-directed plan?

☐ Yes ☐ No

5. Does the amount of the Investor's subscription for Membership Interests in the Company exceed 70% of the total assets of the Investor?

☐ Yes ☐ No

6. Would the Investor be an "investment company" but for reliance on an exclusion from the definition of "investment company" in Section 3(c)(1) or Section 3(c)(7) under the Investment Company Act?

☐ Yes ☐ No

7. (a) Is the Investor a grantor trust, a partnership or an S-Corporation for U.S. federal income tax purposes?

☐ Yes ☐ No

(b) If the question above was answered "Yes," please indicate whether or not:

(i) more than 50 percent of the value of the ownership interest of any beneficial owner in the Investor is (or may at any time during the term of the Fund be) attributable to the Investor's (direct or indirect) interest in the Fund; or

☐ Yes ☐ No

(ii) it is a principal purpose of the Investor's participation in the Fund to permit the Fund to satisfy the 100 partner limitation contained in U.S. Treasury Regulation Section 1.7704-1(h)(3).

☐ Yes ☐ No

8. On what date does the Investor's tax year end? _____
(Date)

D. Related Parties

1. To the best of the Investor's knowledge, does the Investor control, or is the Investor controlled by or under common control with, any other investor in the Fund?

☐ Yes ☐ No

If the question above was answered "Yes," please identify such related investor(s) below.

Name(s) of related investor(s): _____

2. Will any other person or persons have a beneficial interest in the Membership Interests to be acquired hereunder (other than as a shareholder, partner or other beneficial owner of equity interests in the Investor)?

☐ Yes ☐ No

E. Certain Additional Tax Information

Additionally, for U.S. tax planning purposes, the following information is requested. Please check all categories applicable for U.S. tax purposes.

☐ 1. U.S. citizen.

☐ 2. U.S. resident.

☐ 3. Qualified pension, profit sharing or stock bonus plan, as defined in Section 401(a) of the Code.

☐ 4. Trust formed to pay supplemental unemployment compensation, as defined in Section 501(c) (17) of the Code.

☐ 5. Private foundation, as defined in Section 509(a) of the Code.

☐ 6. Charitable trust described in Section 642(a) of the Code.

☐ 7. Organization described in Section 501(c) (3) of the Code.

☐ 8. Individual but not a U.S. citizen nor a U.S. resident.

☐ 9. Governmental plan described in Section 414(d) of the Code.

☐ 10. Portion of a trust permanently set aside or to be used exclusively for the purposes described in Section 642(c) of the Code or a corresponding provision of a prior tax law.

☐ 11. U.S. corporation, company or trust.

☐ 12. Non-U.S. corporation, company or trust.

☐ 13. None of the above.

F. Anti-Money Laundering Information

For purposes of compliance with all applicable laws regarding money laundering, please check the appropriate box and provide the additional information requested as applicable:

☐ I am investing solely as principal and not for the benefit of any third parties; or

☐ I am investing for the benefit of third parties, who are:

_____
_____
_____

The Investor understands that the foregoing information will be relied upon by the Company for the purpose of determining the eligibility of the Investor to purchase and own Membership Interests in the Fund. The Investor agrees to notify the Managing Member immediately if any representation or warranty contained in this Subscription Agreement, including this Investor Questionnaire, becomes untrue at any time. The Investor agrees to provide, if requested, any additional information that may reasonably be required to substantiate the Investor's status as an accredited investor or to otherwise determine the eligibility of the Investor to purchase Membership Interests in the Company. The Investor agrees to indemnify and hold harmless the Company and each Member thereof from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained herein.

[INVESTOR SIGNATURE APPEARS ON NEXT PAGE]

SIGNATURES:

INDIVIDUAL INVESTOR:

_____
(Name of Individual)

_____
(Signature)

_____
(Name of Spouse if joint Investor)

_____
(Signature of Spouse if joint Investor)

ENTITY INVESTOR:

_____
(Name of Entity)

By: _____
(Signature)

Name:_____

Title:_____