



**SWEETCATCH KKA LLC
SUBSCRIPTION AGREEMENT**

SWEETCATCH KKA LLC
135 West 41st Street
New York, NY

Dear Sirs:

The undersigned (the "Subscriber") acknowledges having received the Private Placement Memorandum (the "Memorandum") of Sweetcatch KKA LLC, a limited liability company organized under the laws of New York (the "Company"), including the form of Limited Liability Company Operating Agreement of the Company attached hereto as Exhibit A (the "Operating Agreement"), and the Preferred Profit Sharing Distribution Agreement, annexed hereto as Exhibit B, as well as the Terms and Conditions for purchase of Units attached hereto.

1. Subscription Commitment

1.1 **Application.** The Company has authorized the sale and issuance to a certain investor for an aggregate of Ten Thousand (10,000) Class A Units (collectively, the "Sale Units"), for a purchase price of \$1,000,000.00 (the "Purchase Price") or \$ 100.00 per unit (the "Unit"). Units will not be issued or certificated. The Subscriber agrees to purchase the Sale Unit and to make an aggregate capital contribution in the amount set forth in the accompanying Subscriber Information Form.

1.2 **Payment.** The total amount due for such purchase shall be paid by bank check or by wire transfer to a bank account designated by the Company upon acceptance of this subscription agreement.

1.3 **Acceptance.** The subscriber understands that this subscription is not binding on the Company until it is accepted on behalf of the Company by the Managing Members, which reserve the right to reject this subscription in its absolute discretion prior to the Closing Date. If this subscription is not accepted, the Company will return to the Subscriber, without interest or deduction, any payment tendered by the Subscriber, and the Company and the Subscriber shall have no further obligation to each other hereunder. Unless and until rejected by the Managing Members, this subscription shall be irrevocable by the Subscriber.

2. Representation and Warranties

To induce the Company to accept this subscription, the Subscriber hereby makes the following representations and warranties:

2.1 **Accuracy of Information.** The information set forth in the accompanying Subscriber Information Form signed by the Subscriber (which shall be considered an integral

part of this Subscription Agreement) is accurate and complete as of the date hereof. The Subscriber represents that, except as set forth in the Subscriber Information Form, (a) it has had no position or office within the past three years with the Company (b) it is not a member of the Financial Industry Regulatory Authority, Inc. ("FINRA") or an Associated Person (as such term is defined under FINRA's NASD Membership and Registration Rules Section 1011) as of the Closing.

2.2 Purchase for Subscriber's Account. Except as disclosed in the accompanying Subscriber Information Form, the Subscriber is subscribing to invest in the Company solely for the Subscriber's own account and does not have any contract, undertaking or arrangement with any person to sell, transfer or grant a participation with respect to any interest in the Company which be acquired by the Subscriber.

2.3 Reliance on Information. In formulating a decision to invest in the Company, the Subscriber has not relied or acted on the basis of any representations or other information purported to be given on behalf of the Company or the Managing Members except as set forth in the definitive Memorandum, as supplemented (it being understood that such Memorandum supersedes all preliminary versions thereof). The Subscriber has been given the opportunity to ask questions of the Managing Members concerning this investment. The subscriber understands that no other person has been authorized by the Company or the Managing Members to make any representations or furnish any other information concerning the Company.

2.4 Suitability. The Subscriber (or advisor upon whom the Subscriber has relied in reaching a decision to subscribe) has such knowledge and experience in investment, financial, business and tax matters as to enable the Subscriber (or advisor) to evaluate the merits and risks of an investment in the Company. The Subscriber is capable of bearing the economic risk of the Subscriber's desired investment in the Company.

2.5 No Registration. The Subscriber understands that (a) the interests in the Company have not been registered under the U.S. Securities Act of 1933, (b) registration under such laws or any other securities law is not contemplated by the Company and (c) no transfer of any interest in the Company may be made without the consent of the Managing Members (which consent may be withheld at the absolute discretion of the Managing Members).

2.6 Legal Requirements. All legal requirements necessary or appropriate in connection with the Subscriber's investment in the Company have been compiled with, and each person signing this Agreement has full legal authority, capacity and power to do so.

2.7 Authority of Natural Person. If the Subscriber is a natural person, the Subscriber has the legal capacity to execute and deliver this Subscription Agreement and the Operating Agreement and to perform all of the Subscriber's obligations hereunder and thereunder.

2.8 Authority of Legal Entity. If the Subscriber is a corporation, partnership, trust or other entity, it is authorized and qualified to become a member in, and authorized to make its capital contribution to, the Company and otherwise to comply with its obligations under this

subscription Agreement and the Operating Agreement; the person signing this subscription Agreement on behalf of such entity has been duly authorized by such entity to do so; and this Subscription Agreement has been duly executed and delivered on behalf of the Subscriber and is the valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms. Upon the request of the Managing Members, including an opinion of counsel to the Subscriber, to evidence or confirm the existence of the Subscriber, the legality of an investment in the Company and the authority of the person executing this Subscription Agreement on behalf of the Subscriber.

2.9 Company Material. The Company acknowledges that the only material, non-public information relating to the Company or its subsidiaries that the Company, its employees or agents has provided to the Subscriber in connection with the Offering prior to the date hereof is the existence of the Offering, and the Subscriber has agreed to maintain the confidentiality of this information until such information has been publicly disclosed. All of the disclosure furnished by or on behalf of the Company to the Subscriber regarding the Company, its business and the transactions contemplated hereby, including the Disclosure Package, is true and correct as of the date of such disclosure and did not or does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3. Further Agreements

3.1 Admission as Member. Subject to the acceptance of this Subscription Agreement by the Managing Member, the Subscriber joins in and agrees to be bound by all provisions of the Operating Agreement which are applicable to it as a Class A Member, including (but not limited to) those expressly referred to in this Subscription Agreement.

3.2 No Transfers. The Subscriber will not sell or otherwise transfer the Subscriber's interest in the Company (or any participation or beneficial interest therein) without the prior written consent of the Managing Members (which may be withheld in the absolute discretion of the Managing Members). Any attempted transfer without such consent shall be null and void.

3.3 Change in Information. The Subscriber will promptly notify the Managing Member prior to the Closing Date if any information contained in the accompanying Subscription Information Form ceases to be accurate or complete. At the request of the Managing Member, the Subscriber will furnish promptly such further information, and execute and deliver such documents, as may be required in the determination of the Managing Member to comply with any laws, regulations or other obligations of the Company, to any governmental authority, self-regulatory organization or other person to the extent required by law or determined by the Managing Member to be in the best interests of the Company.

4. Indemnification

The Subscriber acknowledges that the Company will rely upon the representations, warranties and agreements set forth herein, each of which shall survive the acceptance of the subscription made hereby. The Subscriber agrees to indemnify the Company and the Managing Member and to hold it harmless from and against, any and all loss, damage, liability and expense, including reasonable attorneys' fees and disbursements, which the Company or the Managing Member may incur by reason of or in connection with the breach of any representation or warranty made herein or any failure of the Subscriber to fulfill any of the agreements set forth or arising under this Subscription Agreement.

5. Power of Attorney; Notices; Payments

5.1 **Power of Attorney.** Subject only to the acceptance of this Subscription Agreement by the Managing Member, the Subscriber makes, constitutes and appoints the Managing Member, and with the power of substitution, the Subscriber's true and lawful agents and attorneys, with full power and authority in such Subscriber's name, place and stead, to make, execute, acknowledge, record and/or file (i) the Operating Agreement, (ii) any certificate or other document required to effect the formation, continuation, qualification or dissolution of the Company in accordance with these terms of the Operating Agreement, or which legal counsel to the Company deems necessary or desirable to comply with any federal, state or other law applicable to the Company, and (iii) any amendments to any of the foregoing adopted or otherwise made in accordance with the provisions of the Operating Agreement. The Power of Attorney granted hereby is a special power of attorney coupled with an interest and shall be irrevocable to the fullest extent permitted by law.

5.2 **Notices.** Any notice required or permitted to be given to the Subscriber in relation to the Company shall be sent to the address specified in Item 1 of the Subscriber Information Form accompanying this Subscription Agreement or to such other address the Subscriber may designate by written notice received by the Managing Member.

5.3 **Payments.** Any funds sent by mail or courier to the Subscriber's address specified in Item 1 of the Subscriber Information Form, or to such other address as the Subscriber may designate by written notice received by the Managing Member, or any wire transfers sent to the financial institutions indicated by Subscriber, shall constitute payment to the Subscriber and relieve the Company and its agents of any further obligation to the Subscriber with respect to the amounts so paid, and the Subscriber releases the Company from any further obligation with respect thereto.

6. Governing Law

This subscription Agreement shall be governed by the laws of New York applicable to contracts made and entirely performed therein. The Subscriber agrees that any action or proceeding arising in connection with or out of this Agreement, or any breach of this Agreement, shall be resolved within the County, City and State of New York. Accordingly, by signing this Agreement, the Subscriber consents to the jurisdiction of the federal and state courts and any

applicable arbitral body located within the County, City and State of New York. The parties further agree that any such action or proceeding brought by either party to enforce any rights, assert any claim or obtain any relief whatsoever in connection with this Agreement shall be brought by the Subscriber exclusively in the federal or state courts, or if appropriate, before any applicable arbitral body located within the County, City or State of New York.

7. Subscription Details

Number of Units: 10,000

Purchase Price Per Unit: \$ 100

Aggregate Purchase Price: \$ 1,000,000

Dated: _____

Very truly yours,

Janet Han

Name of Subscriber

[Signature]

Signature of Subscriber

The foregoing subscription is accepted.

Dated 9/8/17

Sweetcatch KKA LLC

By: NC KKA LLC, Managing Member

By: [Signature]
Robert Kwak, Manager

TERMS AND CONDITIONS FOR PURCHASE OF UNITS**1. Authorization and Sale of the Units.**

Subject to the terms and conditions of this Agreement, the Company has authorized the sale of the Sale Units.

2. Agreement to Sell and Purchase the Units

2.1 At the Closing (as defined in Section 3.1), the Company will sell to the Subscriber, and the Subscriber will purchase from the Company, upon the terms and conditions set forth herein, the number of Units set forth on the last page of the Agreement to which these Terms and Conditions for Purchase of Units are attached (the "Signature Page") for the aggregate purchase price therefor set forth on the Signature Page.

2.2 The Company proposes to enter into substantially this same form of Subscription Agreement with certain other Subscribers (the "Other Subscribers") and expects to complete sales of Units to them. The Subscriber and the Other Subscribers are hereinafter sometimes collectively referred to as the "Subscribers," and this Agreement and the Subscription Agreements executed by the Other Subscribers are hereinafter sometimes collectively referred to as the "Agreements," as may be applicable.

3. Closings.

3.1 Closing. The completion of the purchase and sale of the Sale Units (the "Closing") shall occur at one or more times, as appropriate (the "Closing Date") to be specified by the Company.

3.2 Conditions to the Obligations of the Parties.

(a) Conditions to the Company's Obligations. The Company's obligation to issue and sell the Units to the Subscriber shall be subject to: (i) the receipt by the Company of the purchase price for the Units being purchased hereunder as set forth on the Signature Page and (ii) the accuracy of the representations and warranties made by the Subscriber and the fulfillment of those undertakings of the Subscriber to be fulfilled prior to the Closing Date.

(b) Conditions to the Subscriber's Obligations. The Subscriber's obligation to purchase the Units will be subject to (or waiver by the Subscriber of) the accuracy of (a) the representations and warranties made by the Company and the fulfillment of those undertakings of the Company to be fulfilled prior to the Closing Date. The Subscriber's obligations are expressly not conditioned on the purchase by any or all of the Other Subscribers of the Units that they have agreed to purchase from the Company.

3.3 Delivery of Funds.

No later than one (1) business day after the execution of this Agreement by the Subscriber and the Company, the Subscriber shall remit by bank check to the Company or by wire transfer the amount of funds equal to the aggregate purchase price for the Units being purchased by the Subscriber. The account designated by the Company for wire transfer is:

Chase Bank

ABA#:

Account Name: Sweetcatch KKA LLC or its designee

Account #:

4. Representations, Warranties and Covenants of the Subscriber.

The Subscriber acknowledges, represents and warrants to, and agrees with, the Company:

4.1 The Subscriber (a) is knowledgeable, sophisticated and experienced in making, and is qualified to make decisions with respect to, investments in opportunities presenting an investment decision like that

involved in the purchase of the Units, including investments in comparable companies, (b) has answered all questions on the Signature Page and the Subscriber Questionnaire and the answers thereto are true and correct as of the date hereof and will be true and correct as of the Closing Date and (c) in connection with its decision to purchase the number of Units set forth on the Signature Page, has received and is relying only upon the documents incorporated by reference therein and the Offering Memorandum.

4.2 (a) The Subscriber has full right, power, authority and capacity to enter into this Agreement and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and (b) this Agreement constitutes a valid and binding obligation of the Subscriber enforceable against the Subscriber in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights generally and except as enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and except as to the enforceability of any rights to indemnification or contribution that may be violative of the public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation).

4.3 The Subscriber understands that nothing in this Agreement, the offering Memorandum or any other materials presented to the Subscriber in connection with the purchase and sale of the Units constitutes legal, tax or investment advice. The Subscriber has consulted such legal, tax and investment advisors and made such investigation as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of Units.

5. **Survival of Representations, Warranties and Agreements.**

Notwithstanding any investigation made by any party to this Agreement, all covenants, agreements, representations and warranties made by the Company and the Subscriber herein will survive the execution of this Agreement.

6. **Notices.**

All notices, requests, consents and other communications hereunder will be in writing, will be e-mailed with electronic confirmation of receipt to:

(a) if to the Company:

Attention: _____

Email: _____

(b) if to the Subscriber, to the email address on the Signature Page hereto, or at such other address or addresses as may have been furnished to the Company in writing.

7. **Changes.**

This Agreement may not be modified or amended except pursuant to an instrument in writing signed by the Company and the Subscriber.

8. **Headings.**

The headings of the various sections of this Agreement have been inserted for convenience of reference only and will not be deemed to be part of this Agreement.

9. **Severability.**

In case any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

10. Governing Law.

This Agreement will be governed by, and construed in accordance with, the laws of the State of New York.

11. Counterparts.

This Agreement may be executed in two or more counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one instrument, and will become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties. The Company and the Subscriber acknowledge and agree that the Company shall deliver its counterpart to the Subscriber.

12. Confirmation of Sale.

The Subscriber acknowledges and agrees that such Subscriber's receipt of the Company's signed counterpart to this Agreement shall constitute written confirmation of the Company's sale of Units to such Subscriber.

EXHIBIT A
OPERATING AGREEMENT

EXHIBIT B

PREFERRED PROFIT SHARING DISTRIBUTION AGREEMENT