

HIGHCLERE CASTLE SPIRITS INVESTMENTS LLC

SUBSCRIPTION AGREEMENT

This is a Subscription Agreement, entered into on [EFFECTIVE DATE], by and between Highclere Castle Spirits Investments LLC, a Connecticut limited liability company (the “Company”) and [ENTITY NAME] (“Purchaser”).

Background

Purchaser wishes to purchase securities issued by the Company through Wefunder.com (the “Platform”).

NOW, THEREFORE, acknowledging the receipt of adequate consideration and intending to be legally bound, the parties hereby agree as follows:

- Defined Terms.** Capitalized terms that are not otherwise defined in this Subscription Agreement have the meanings given to them in the Company’s Form C and its attachments, all available at the Platform. In this Subscription Agreement, we refer to the Form C and its attachments as the “Disclosure Document.” We sometimes refer to the Company using terms like “we” or “us,” and to Purchaser using terms like “you” or “your.”
- Purchase of CF Units.** Subject to the terms and conditions of this Subscription Agreement, the Company hereby agrees to sell to you, and you hereby agree to purchase from the Company [SHARES] “CF Units” as defined in the Disclosure Document (the “CF Units”) for [\$AMOUNT].
- Right to Cancel.** Once you sign this Subscription Agreement, you have the right to cancel under certain conditions described in the educational materials at the Platform. For example, you generally have the right to cancel (i) up to 48 hours before the closing of the offering, or (ii) if there is a material change in the offering.
- Our Right to Reject Investment.** We have the right to reject your subscription for any reason or for no reason, in our sole discretion. If we reject your subscription, any money you have given us will be returned to you.
- Your Promises.** You promise that:
 - Accuracy of Information.** All the information you have given to us, whether in this Subscription Agreement, at the Platform, or otherwise, is accurate and we may rely on it. If any of the information you have given to us changes before we accept your subscription, you will notify us immediately. If any of the information you have given to us is inaccurate and we are damaged (harmed) as a result, you will indemnify us, meaning you will pay any damages.
 - Review of Information.** You have read and understand the Disclosure Document and all of its Exhibits. Without limiting the previous sentence, you have read and understand the Company’s Third Amended and Restated Limited Liability Company Agreement (the “Operating Agreement”), a copy of which is available on the Platform.

5.3. **Risks.** You understand all the risks of investing, including the risk that you could lose all your money. Without limiting that statement, you have reviewed and understand all the risks listed in the educational materials at the Platform and in the Disclosure Document.

5.4. **No Representations.** Nobody has made any promises or representations to you, except the information in the Disclosure Document. Nobody has guaranteed any financial outcome of your investment.

5.5. **Opportunity to Ask Questions.** You have had the opportunity to ask questions about the Company and the investment. All your questions have been answered to your satisfaction.

5.6. **Your Legal Power to Sign and Invest.** You have the legal power to sign this Subscription Agreement and purchase the CF Units.

5.7. **No Government Approval.** You understand that no state or federal authority has reviewed this Subscription Agreement or the CF Units or made any finding relating to the value or fairness of the investment.

5.8. **No Transfer.** You understand that transfer of the CF Units is restricted by contract. Also, securities laws limit transfer of the CF Units. Finally, there is currently no market for the CF Units, meaning it might be hard to find a buyer. As a result, you should be prepared to hold the CF Units indefinitely.

5.9. **No Advice.** We have not provided you with any investment, financial, or tax advice. Instead, we have advised you to consult with your own legal and financial advisors and tax experts.

5.10. **Tax Treatment.** We have not promised you any particular tax outcome from buying or holding the CF Units.

5.11. **Acting On Your Own Behalf.** You are acting on your own behalf in purchasing the CF Units, not on behalf of anyone else.

5.12. **Investment Purpose.** You are purchasing the CF Units solely as an investment, not with an intent to re-sell or “distribute” any part of it.

5.13. **Anti-Money Laundering Laws.** Your investment will not, by itself, cause the Company to be in violation of any “anti-money laundering” laws, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, and the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001.

5.14. **Additional Information.** At our request, you will provide further documentation verifying the source of the money used to purchase the CF Units.

5.15. **Disclosure.** You understand that we may release confidential information about you to government authorities if we determine, in our sole discretion after consultation with our lawyer, that releasing such information is in the best interest of the Company or if we are required to do so by such government authorities.

5.16. **Additional Documents.** You will execute any additional documents we request if we reasonably believe those documents are necessary or appropriate and explain why.

5.17. **No Violations.** Your purchase of the CF Units will not violate any law or conflict with any contract to which you are a party.

5.18. **Enforceability.** This Subscription Agreement is enforceable against you in accordance with its terms.

5.19. **No Inconsistent Statements.** No person has made any oral or written statements or representations to you that are inconsistent with the information in this Subscription Agreement and the Disclosure Document.

5.20. **Financial Forecasts.** You understand that any financial forecasts or projections are based on estimates and assumptions we believe to be reasonable but are highly speculative. Given the industry, our actual results may vary from any forecasts or projections.

5.21. **Notification.** If you discover at any time that any of the promises in this section 5 are untrue, you will notify us right away.

5.22. **Non-U.S. Investors.** If you are not a citizen or permanent resident of the United States, you represent that neither the offering nor the sale of securities by the Company will violate any laws of the jurisdiction where you live, and that the Company is not required to register with or seek the consent of any governmental authority in such jurisdiction.

5.23. **Additional Promises by Individuals.** If you are a natural person (not an entity), you also promise that:

5.23.1. **Financial Wherewithal.** You can afford this investment, even if you lose your money. You don't rely on this money for your current needs, like rent or utilities.

5.23.2. **Anti-Terrorism and Money Laundering Laws.** None of the money used to purchase the CF Units was derived from or related to any activity that is illegal under United States law, and you are not on any list of "Specially Designated Nationals" or known or suspected terrorists that has been generated by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"), nor are you a citizen or resident of any country that is subject to embargo or trade sanctions enforced by OFAC.

5.23.3. **Tied-House Evil Laws.** You do not own a material interest in a US alcohol industry licensee from either the Retailer Tier or the Wholesaler Tier, as those terms are defined in the Disclosure Document.

5.24. **Entity Investors.** If Purchaser is a legal entity, like a corporation, partnership, or limited liability company, Purchaser also promises that:

5.24.1. **Good Standing.** Purchaser is validly existing and in good standing under the laws of the jurisdiction where it was organized and has full corporate power and authority to conduct its business as presently conducted and as proposed to be conducted.

5.24.2. **Other Jurisdictions.** Purchaser is qualified to do business in every other jurisdiction where the failure to qualify would have a material adverse effect on Purchaser.

5.24.3. **Authorization.** The execution and delivery by Purchaser of this Subscription Agreement, Purchaser's performance of its obligations hereunder, the consummation by Purchaser of the transactions contemplated hereby, and the purchase of the CF Units, have been duly authorized by all necessary corporate, partnership or company action.

5.24.4. **Investment Company.** Purchaser is not an "investment company" within the meaning of the Investment Company Act of 1940.

5.24.5. **Information to Investors.** Purchaser has not provided any information concerning the Company or its business to any actual or prospective investor, except the Disclosure Document, this Subscription Agreement, and other written information that the Company has approved in writing in advance.

5.24.6. **Anti-Terrorism and Money Laundering Laws.** To the best of Purchaser's knowledge based upon appropriate diligence and investigation, none of the money used to purchase the CF Units was derived from or related to any activity that is illegal under United States law. Purchaser has received representations from each of its owners such that it has formed a reasonable belief that it knows the true identity of each of the ultimate investors in Purchaser. To the best of Purchaser's knowledge, none of its ultimate investors is on any list of "Specially Designated Nationals" or known or suspected terrorists that has been generated by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"), nor is any such ultimate investor a citizen or resident of any country that is subject to embargo or trade sanctions enforced by OFAC.

5.24.7. **Tied-House Evil Laws.** Purchaser does not own a material interest in a US alcohol industry licensee from either the Retailer Tier or the Wholesaler Tier, as those terms are defined in the Disclosure Document.

6. **Confidentiality.** The information we have provided to you about the Company, including the information in the Disclosure Document, is confidential. You will not reveal such information to anyone or use such information for your own benefit, except to purchase the CF Units.

7. **Re-Purchase of CF Units.** If we decide that you provided us with inaccurate information or have otherwise violated your obligations, or if required by any applicable law or regulation related to terrorism, money laundering, and similar activities, we may (but shall not be required to) repurchase your CF Units for the amount you paid for it.

8. **Signature on Operating Agreement.** By signing this Subscription Agreement, you also sign and agree to be bound by the terms of the Operating Agreement of the Company, just as if you had signed a paper copy of the Operating Agreement in blue ink.

9. **Governing Law.** Your relationship with the Company shall be governed by Connecticut law, without taking into account principles of conflicts of law.

10. **Arbitration.**

10.1. **Right to Arbitrate Claims.** If any kind of legal claim arises between us as a result of your purchase of the CF Units, either of us will have the right to arbitrate the claim, rather than use the courts. There are only three exceptions to this rule. First, we will not invoke our right to arbitrate a claim you bring in Small Claims Court or an equivalent court, if any, so long as the claim is pending only in that court. Second, we have the right to seek an injunction in court if you violate or threaten to violate your obligations. Third, disputes arising under the CF Units will be handled in the manner described in the Operating Agreement.

10.2. **Place of Arbitration; Rules.** All arbitration will be conducted in Hartford, Connecticut unless we agree otherwise in writing in a specific case. All arbitration will be conducted before a single arbitrator in accordance with the rules of the American Arbitration Association.

10.3. **Appeal of Award.** Within thirty (30) days of a final award by the single arbitrator, you or we may appeal the award for reconsideration by a three-arbitrator panel. If you or we appeal, the other party may cross-appeal within thirty (30) days after notice of the appeal. The panel will reconsider all aspects of the initial award that are appealed, including related findings of fact.

10.4. **Effect of Award.** Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act, and may be entered as a judgment in any court of competent jurisdiction.

10.5. **No Class Action Claims.** NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. No party may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. An award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any claim of anyone other than a named party, or (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this paragraph, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this paragraph shall be determined exclusively by a court and not by the administrator or any arbitrator. If this paragraph shall be deemed unenforceable, then any proceeding in the nature of a class action shall be handled in court, not in arbitration.

11. **Consent to Electronic Delivery.** You agree that we may deliver all notices, tax reports and other documents and information to you by email or another electronic delivery method we choose. You agree to tell us right away if you change your email address or home mailing address so we can send information to the new address.

12. **Notices.** All notices between us will be electronic. You will contact us by email at legal@highclerecastlespirits.com. We will contact you by email at the email address you provided on the Platform. Either of us may change our email address by notifying the other (by email). Any notice will be considered to have been received on the day it was sent by email, unless the recipient can demonstrate that a problem occurred with delivery. You should designate our email address as a “safe sender” so our emails do not get trapped in your spam filter.

13. **Limitations on Damages.** WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF YOU TELL US YOU MIGHT INCUR THOSE DAMAGES. This means that at most, you can sue us for the amount of your investment. You can’t sue us for anything else.

14. **Waiver of Jury Rights.** IN ANY DISPUTE WITH US, YOU AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY. This means that any dispute will be heard by an arbitrator or a judge, not a jury.

15. **Miscellaneous Provisions.**

15.1. **No Transfer.** You may not transfer your rights or obligations.

15.2. **Right to Legal Fees.** If we have a legal dispute with you, the losing party will pay the costs of the winning party, including reasonable legal fees.

15.3. **Headings.** The headings used in this Subscription Agreement (*e.g.*, the word “Headings” in this paragraph), are used only for convenience and have no legal significance.

15.4. **No Other Agreements.** This Subscription Agreement and the CF Units are the only agreements between us.

15.5. **Electronic Signature.** You will sign this Subscription Agreement electronically, rather than physically.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this agreement as of [EFFECTIVE DATE] .

Number of Shares: [SHARES]

Aggregate Purchase Price: \$[AMOUNT]

COMPANY:

HIGHCLERE CASTLE SPIRITS INVESTMENTS LLC

Founder Signature

Name: [FOUNDER_NAME]

Title: [FOUNDER_TITLE]

Read and Approved (For IRA Use Only):

SUBSCRIBER:

[ENTITY NAME]

By: *Investor Signature*

By: _____

Name: [INVESTOR_NAME]

Title: [INVESTOR_TITLE]

The Subscriber is an “accredited investor” as that term is defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act.

Please indicate Yes or No by checking the appropriate box:

Accredited

Not Accredited