NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
January 9, 2024 10:07

By: ZIAD TAYEH 0088027

Confirmation Nbr. 3056617

JAEGER CREEK LLC, ET AL.

vs.

KEVIN WOJTON, ET AL.

CV 24 991052

Judge: CASSANDRA COLLIER-WILLIAMS

Pages Filed: 237

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

JAEGER CREEK LLC
c/o Joshua Miranda
5601 South Nantucket Drive
Lorain, OH 44053

and

MVP3, LLC
c/o Edward Matuszak
8468 Whitewood Road
Brecksville, OH 44141

and

SPF 3 INVESTMENTS LLC
c/o Robert Sorin
150 Fareham Court
Aurora, OH 44202

and

CLE TURNKEY REAL ESTATE
c/o Tim Bratz
13443 Detroit Road
Lakewood, OH 44107

and

MARK SHEE
4547 Pimlico Circle
Medina, OH 44256

and

JANICE SHEE
4547 Pimlico Circle
Medina, OH 44256

and

CASE NO:

JUDGE:

COMPLAINT
(with jury demand)

LITZLER CAPITAL, LLC
c/o Christopher J. Litzler
2599 Church Avenue, B407
Cleveland OH 44113

and

MICHAEL TOKICH
2545 Edgewood Trace
Pepper Pike, Ohio 44124

and

WONDER IF, LLC
c/o Steve Passov
3401 Richmond Road
Beachwood, OH 44112

and

ANTONIN ROBERT
2039 W 18th Street
Cleveland, OH 44113

Plaintiffs,

v.

KEVIN WOJTON
1236 Ford Road
Lyndhurst, OH 44124

Also serve at

2831 Franklin Boulevard
Cleveland, OH 44113

and

CLEVELAND ROCKS MANAGEMENT, LLC
c/o Freeburg Law Firm L.P.A.
6690 Betta Drive Suite 320
Mayfield Village, OH 44143

also serve at:

2831 Franklin Boulevard
Cleveland, OH 44113

and

CLEVELAND ROCKS HOLDING, LLC
c/o Kevin Wojton
1236 Ford Road
Lyndhurst, OH 44124

Defendant.

Now come Plaintiffs Jaeger Creek LLC, MVP3, LLC, SPF 3 Investments LLC, CLE Turnkey Real Estate, Mark Shee, Janice Shee, Litzler Capital, LLC, Michael Tokich, Wonder If, LLC, and Antonin Robert (collectively, "Plaintiffs"), by and through undersigned counsel, and for their Complaint, state and alleges as follows:

1. Plaintiff Jaeger Creek LLC ("Plaintiff Jaeger") is a limited liability company duly registered with the Ohio Secretary of State located at 5601 South Nantucket Drive, Lorain, OH 44053.
2. Plaintiff MVP2, LLC ("Plaintiff MVP2") is a limited liability company duly registered with the Ohio Secretary of State located at 8468 Whitewood Road, Brecksville, OH 44141.
3. Plaintiff SPF 3 Investments LLC ("Plaintiff SPF") is a limited liability company duly registered with the Ohio Secretary of State located at 150 Fareham Court, Aurora, OH 44202.
4. Plaintiff CLE Turnkey Real Estate, LLC ("Plaintiff CLE") is a limited liability company duly registered with the Ohio Secretary of State located at 13443 Detroit Road, Lakewood, OH 44107.
5. Plaintiff Mark Shee is an individual residing at 4547 Pimlico Circle, Medina, OH 44256.
6. Plaintiff Janice Shee is an individual residing at 4547 Pimlico Circle, Medina, OH 44256.

7. Plaintiff Litzler Capital, LLC ("Plaintiff Litzler") is a limited liability company duly registered with the Ohio Secretary of State located at 2599 Church Avenue, B407, Cleveland OH 44113.
8. Plaintiff Michael Tokich ("Plaintiff Tokich") is an individual residing at 2545 Edgewood Trace, Pepper Pike, Ohio 44124.
9. Plaintiff Wonder If, LLC ("Plaintiff Wonder") is a limited liability company duly registered with the Ohio Secretary of State located at 3401 Richmond Road, Beachwood, OH 44112
10. Plaintiff Antonin Robert ("Plaintiff Robert") is an individual residing at 2039 W 18th Street, Cleveland, OH 44113.
11. Defendant Kevin Wojton ("Defendant Wojton") is an individual who conducts business at 2831 Franklin Boulevard, Cleveland, OH 44113.
12. Defendant Cleveland Rocks Holding LLC ("Defendant Holding") is an Ohio limited liability company with its statutory agent located at 1236 Ford Road, Lyndhurst, OH 44124.
13. Defendant Holding is a nominal Defendant in the within action.
14. Defendant Cleveland Rocks Management, LLC ("Defendant Management") is an Ohio limited liability company with its statutory agent located at 6690 Betta Drive Suite 320, Mayfield Village, OH 44143.

JURISDICTION AND VENUE

15. Jurisdiction is proper, as this action involves state and common law claims arising in Cuyahoga County, Ohio.
16. Venue is proper pursuant to Civ. R. 3 (C)(3), (5), and (6).

FACTS

17. Defendant Holding owns the real estate located at 2831 Franklin Boulevard, Cleveland, OH 44113 (the "Property"), which is more particularly described as follows:

2831 Franklin Boulevard
Cleveland, Ohio 44113
Parcel(s): 003-32-003 and 003-32-004

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and known as being Parcel A in the Map of Consolidation for West Side Masonic Temple, being part of Original Brooklyn Township Lot No. 51 as shown in Plat Volume 373, Page 5 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

18. The Property is an approximately 36,000 square foot former Masonic lodge that Defendant Holding acquired on or about January 30, 2018.
19. Defendant Wojton is the sole Class B Member of Defendant Holding and holds all officer positions of Defendant Holding.
20. Defendant Wojton is the sole member of Defendant Management, the purported manager of Defendant Holding.
21. Defendants Wojton and Management solicited investments in Defendant Holding from each of the Plaintiffs from 2018 - 2022, offering them "Class A Preferred Membership Interests" ("Class A Preferred Units") in Defendant Holding.
22. Defendants Wojton and Management represented to the Plaintiffs that Defendant Holding would lease the Property's rentable space to multiple tenants whom they claimed they secured.
23. Defendants Wojton and Management further represented that the Property was "stabilized," or that it has reached an occupancy rate that generates profits.
24. Defendants presented multiple documents to the Plaintiffs to induce them to invest the below recited sums in Defendant Holding, including, but not limited to, a Private

Placement Memorandum the ("PPM") and an Offering Summary (the "Offering Summary").

25. Both the PPM and Offering Summary are labeled "Confidential" and therefore will not be attached to this Complaint, but will be provided to Defenandants' counsel upon request.

26. Defendants Wojton and Management used the PPM and Offering Summary to solicit investments in Defendant Holding.

27. Each of the Plaintiffs executed Subscription Agreements (collectively, the "Subscription Agreements") provided by Defendants Wojton and Management, all of which are attached hereto as Ex. 1.

28. Under each of the Subscription Agreements, the Plaintiffs purchased "Class A Preferred Units" in Defendant Holding.

29. Defendant Holding's Operating Agreement (the "Operating Agreement"), which is attached hereto as Ex. 2, was incorporated into the Subscription Agreements.

30. Plaintiff Wonder purchased 50,000 Class A Preferred Units in Defendant Holding for the sum of $50,000 on or about May 9, 2018.

31. Plaintiff MVP2 purchased 10,000 Class A Preferred Units in Defendant Holding for the sum of $10,000 on or about January 18, 2018.

32. Plaintiffs Mark and Janice Shee purchased 50,000 Class A Preferred Units in Defendant Holding for the sum of $50,000 on or about January 19, 2018.

33. Plaintiff CLE purchased 65,000 Class A Preferred Units in Defendant Holding for the sum of $65,000 on or about March 12, 2018.

34. Plaintiff Litzler purchased 50,000 Class A Preferred Units in Defendant Holding for the sum of $50,000 on or about August 14, 2020.

35. Plaintiff Jaeger purchased 27,777 Class A Preferred Units in Defendant Holding for the sum of $50,000 on or about January 29, 2022.

36. In or about December 2022, Plaintiff Jaeger, at Defendant Wojton's request, purchased additional Class A Preferred Units from a disgruntled investor named Andrew Ziebro, who invested $50,000 in Defendant Holding.

37. Defendant Wojton represented to Plaintiff Jaeger that if Defendant Jaeger purchased Mr. Ziebro's interest for $50,000, Plaintiff Jaeger's purchase price for all units it purchased in Defendant Holding would be reduced to $1 per unit.

38. As such, Plaintiff Jaeger invested a total of $100,000 in Defendant Holding, and should have 100,000 Class A Preferred Units in Defendant Holding.

39. Defendant Wojton promised to, but failed, to reduce this Agreement to writing, despite Plaintiff Jaeger's performance.

40. Plaintiff SPF purchased 25,000 Class A Preferred Units in Defendant Holding for the sum of $25,000 on or about February 2, 2022.

41. Plaintiff Tokich purchased 28,571 Class A Preferred Units in Defendant Holding for the sum of $50,000 on or about February 2, 2022.

42. Plaintiff Robert purchased 28,571 Class A Preferred Units in Defendant Holding for the sum of $50,000 on or about February 2, 2022.

43. The PPM, Subscription Agreements, and Offering Summary contained multiple material misrepresentations that are too voluminous to fully include in this Complaint, however, Defendant Wojton made each representation to induce Plaintiffs to make the above "investments" in Defendant Holding.

44. Such misrepresentations include the following:

    a. The Plaintiffs will receive a 10% Preferred Return on their unreturned capital and then receive a full repayment of their unreturned capital prior to Defendant Wojton receiving distributions on the Class B Units.

b. Defendant Management will receive no compensation or a management fee and will receive no compensation until Defendant Holding, "begins to generate lease and related income" from the Property.

c. The Plaintiffs' initial capital contribution and preferred return will be paid back before any profits are paid out, and only after Plaintiffs are repaid their capital and preferred returns, the net profits would be split 50/50 between preferred (Class A) and common (Class B) units.

d. That Defendant Wojton and Management's "focus" would be returning the Plaintiffs' capital and preferred returns.

e. Various tenants of the property committed to leasing space at the Property from Defendant CRM.

f. Defendant Wojton has extensive experience with rock climbing and businesses relating to the other purported tenants of the Property.

g. In addition to a rock-climbing gym, the Property would be leased to a yoga studio, technology center, workout facility, co-working space, as well as approximately 5 office spaces, and said tenants agreed to pay $14-21 per square foot plus real estate taxes, insurance, and maintenance for such spaces.

h. Defendants Wojton and Management secured millions of dollars in funding, including forgivable loans, for construction projects and to fund a reserve fund, for Defendant Holding.

i. Defendants Wojton and Management would provide detailed annual summaries of the financials and operations of Defendant Holding.

j. Defendant Wojton and Management would dedicate sufficient time to Defendant Holding and the alleged tenants to ensure their success.

k. There is "little to no chance of failure of the climbing gym operating business."

45. The PPM, Subscription Agreements, and Offering Summary further contained various representations regarding Defendant Holding's financial condition, income, projections, activities, and other information that were materially false and made to induce Plaintiffs into tendering funds to Defendants Wojton and Management as a purported investment.
46. Virtually all material representations in the PPM, Subscription Agreements, and Offering Summary relating to Defendant Holding's financial condition, income, projections, activities, and other information were materially false and made to induce Plaintiffs into tendering funds to Defendants as a purported investment.
47. Defendants further presented purported leases (the "Leases") between Defendant Holding and alleged tenants of the Property to Plaintiffs to induce the Plaintiffs to invest in Defendant Holding. Examples of such Leases are attached hereto as Ex. 3
48. Defendant Wojton operates and financially benefits each of the purported "tenants."
49. Defendant Wojton stated that he would operate the main tenant, Cleveland Rocks Climbing, LLC, a business engaged in a rock-climbing gym, pursuant to the terms of its Lease.
50. Each of said Leases were fraudulent, not enforced, and were provided to Plaintiffs to induce their "investment" in Defendant Holding.
51. If Defendant Wojton actually enforced the purported terms of the Leases, Defendant Holding would be profitable.
52. Defendants Wojton and Management fails to enforce the purported terms of the Leases, including payments of rent, because they financially benefit from their non-enforcement and use of the Property.
53. Except for the fraudulent Leases and false information set forth in the PPM and Offering Summary, Defendants Wojton and Management have provided Plaintiffs no information relating to the tenancies.

54. Section 3.1 of the Operating Agreement grants Plaintiffs the right to "Preferred Distributions."

55. Section 4.1(a) of the Operating Agreement states that Plaintiffs are entitled to distributions, "until they have received an amount up to, but not to exceed, ten percent (10%) annually of their unreturned initial capital contributions."

56. Section 4.1(b) of the Operating Agreement continues, "thereafter, one hundred percent (100%) shall be distributed to the holders of the Class A Preferred Units to return their initial capital contributions until the holders of the Class A Preferred Units have received a return of all of their initial capital contributions."

57. Section 7.1 of Defendant Holding's Operating Agreement states that Plaintiffs are entitled to inspect Company's books and records.

58. Section 7.2 of Defendant Holding's Operating Agreement provides, "Within a reasonable period after the end of each of the Company's fiscal years and quarters, each Member shall be furnished with pertinent information regarding the Company and its activities during such period."

59. Defendant breached Defendant Holding's Operating Agreement in multiple ways, including, but not limited to, failing to pay out any distributions or payments of capital contributions, failing and refusing to provide any accounting to Plaintiffs, failing to produce annual or quarterly reports, and other violations.

60. Plaintiffs demanded an accounting and a disclosure of financial records from Defendants on multiple occasions.

61. Each time Plaintiffs did so, Defendants refused to provide the documents, and instead assembled a spreadsheet of the purported financials of Defendant Holding which were materially false.

62. Defendants produced spreadsheets containing false and misleading information to Plaintiffs in February 2022, August 2023, and October 2023.

63. Even though the spreadsheets were materially false, they show no income from any tenant other than the rock-climbing gym, even though Defendants Wojton and Management represented that other tenants were renting space at the Property.

64. Plaintiffs' counsel demanded a full accounting of Defendant Holding on November 11, 2023. (See Demand for Accounting, attached hereto as Ex. 4.)

65. The demand for accounting requested the following:

> Pursuant to Section 11.1 of CRH's Operating Agreement and Ohio Revised Code Section 1706.33, the Investors hereby demand the right to inspect and copy all financial records of CRH, including but not limited to, all bank statements, invoices, receipts, tax records, profit/loss statements, QuickBooks or other accounting software reports, spreadsheets, ledgers, 1099s, W-2s, agreements, contracts, expense reports, income statements, accounting records, accountant and bookkeeper information, communications (including emails) to and from all bookkeepers and accountants, and all other financial, business, and similar records of CRH from (or effective anytime during) January 2018 – the date of production.

66. On November 20, 2023, Defendant Wojton and Management delivered only two years of bank statements and a spreadsheet in response to the November 11, 2023 request for accounting. Defendants' purported document production contained almost none of the documents requested.

67. Like the prior spreadsheets provided to Plaintiffs, the spreadsheet Defendant Wojton and Management provided were materially false and misleading.

68. In the same November 20, 2023 email containing the spreadsheet and bank statements, Defendants Wojton and Management indicated,

> "I have also independently discussed with most of the parties on this letter; and the idea of us all spending $20k on lawyers for a simple request for information would only pull capital away from the project. I am awaiting a response from your clients with the full intent to move forward with lawyers involved. I will be retaining a lawyer from large law firm in Cleveland, who advised to first approach this group to deescalate any tensions. We are all in this partnership together, and the last thing we need to do is to create friction considering how close we are with a refinance and signing a long term lease with our anchor lease tenant. I will humbly await your response."
>
> (See Email Chain between Plaintiffs' counsel and Defendant Wojton, attached hereto as Ex. 5.)

69. In response to Defendant Wojton's email, Plaintiffs' counsel indicated that the documents provided were inadequate and not in conformity with the request. Plaintiffs' counsel gave Defendant Wojton until November 29, 2023 to produce all the requested documents.

70. On November 30, 2023, Defendant Wojton emailed Plaintiffs' counsel and stated:

> "It [sic] totally apologize. I thought this was due on the 30th. Not the 29th. I was putting the final touches on it today and was going to be sending over asap. I have been working hard to get you all the requested documents on top of running the companies, so I appreciate your patience! I will be sending over with in [sic] the next hour!"

71. Defendant Wojton did not send a single document despite claiming that he would produce the documents within an hour.

72. Despite all of the representations made by Defendant Wojton regarding Defendant Holding's financial condition, Defendant Holding has defaulted in its obligations to the mortgagee of the Property.

73. If Defendants Wojton and Management representations regarding Defendant Holding's financial condition were correct, no such default would have occurred.

74. Moreover, Defendants Wojton and Management has misappropriated funds, resources, and leasable space of Defendant Holding.

75. Moreover, Defendants Wojton and Management have mismanaged the purported tenants of Defendant Holding so much that they are insolvent and unable to pay rent in full.

76. Despite being unable to pay rent, Defendant Wojton has not sought out real tenants to occupy the Property, as Defendant Wojton personally benefits financially from the purported tenancies at the Property, each of which he controls in all material respects.

77. No distributions, preferred returns, repayments of contribution, or payments of any kind have ever been paid to Plaintiffs.

78. Upon information and belief, Defendants Wojton and Management's solicitation of the purported investments from Plaintiffs was an unlawful Ponzi scheme to benefit Defendants Wojton and Management.

79. Little, if any of the investments Plaintiffs contributed were utilized towards improving the Property or Defendant Holding or making them more profitable.

80. Defendants Wojton and Management have perpetrated fraud upon the Plaintiffs and Defendant Holding. As such, Defendants Wojton and Management are hereby notified that they should not expend Defendant Holding's funds in defense of this case and moreover should not seek indemnity of attorney fees as provided in Section 5.5(d) of Defendant Holding's Operating Agreement.

81. As a result of Defendant Wojton and Management's actions, Plaintiffs have suffered significant damages, including losses of their contributions to Defendant Holdings, lost expectancy including profits, preferred returns, repayments of contribution, and other payments due to Plaintiffs under the Operating Agreement, Subscription Agreement, PPM, and Offering Summary, attorney fees, and other costs.

82. Defendants Wojton and Management's actions were at all times fraudulent, taken in bad faith and with actual malice, grossly negligent, reckless, intentional, willful, and wonton, entitling Plaintiffs to attorney fees and punitive damages.

COUNT ONE: FRAUD
(as to Defendants Wojton and Management)

83. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

84. Defendants Wojton and Management intentionally represented the following to Plaintiffs:

    a. Defendants Wojton and Management secured multiple tenants to rent space at the Property;

b. Plaintiffs would receive a 10% preferred return on unreturned capital invested, then receive unreturned capital contributions prior to Defendants Wojton and Management receiving distributions;

c. Plaintiffs' capital contributions and preferred returns would be paid before any sums were paid to Defendant Wojton;

d. Defendant Management would not be paid until the Property was occupied with tenants;

e. Defendants Wojton and Management would focus their efforts on paying Plaintiffs their capital and preferred returns;

f. Defendants Wojton and Management had extensive experience with rock climbing and the businesses operated by the alleged tenants;

g. In addition to a rock-climbing gym, the Property would be leased to a yoga studio, technology center, workout facility, co-working space, as well as approximately 5 office spaces, and said tenants agreed to pay $14-21 per square foot plus real estate taxes, insurance, and maintenance;

h. Defendants Wojton and Management secured millions of dollars in funding, including forgivable loans, for construction projects and to fund a reserve fund, for Defendant Holding;

i. Defendants Wojton and Management would provide detailed annual summaries of the financials and operations of Defendant Holding;

j. Defendants Wojton and Management would dedicate sufficient time to Defendant Holding and the alleged tenants to ensure their success;

k. There is "little to no chance of failure of the climbing gym operating business;"

l. Defendants Wojton and Management made various financial representations in the PPM and Offering Summary relating to Defendant Holding's alleged financial

condition, income, projections, activities, and other financial information (including charts, graphs, spreadsheets, and reports);

m. Defendants Defendant Wojton and Management would provide accountings of Defendant Holding's books and records;

n. Defendants Wojton and Management would provide financial information and records on an annual and quarterly basis; and

o. Many other representations relating to finances, projections, tenancies, and other information pertaining to Defendant Holding and the Property contained within the PPN, Offering Summary, Subscription Agreements, and Operating Agreement too voluminous to fully enumerate herein and/or will require further information to discover.

85. Each of such representations were materially false, and Defendants Wojton and Management knew of their falsity.

86. Defendants Wojton and Management intentionally made such misrepresentation to induce Plaintiffs into paying funds to Defendants Wojton and Management for alleged investments in Plaintiff Holding.

87. Defendants Wojton and Management further presented the Leases between Defendant Holding and alleged tenants of the Property to Plaintiffs to induce the Plaintiffs to invest in Defendant Holding.

88. Such Leases were materially false, and Defendants Wojton and Management knew of their falsity.

89. Defendants Wojton and Management intentionally presented the Leases to Plaintiffs to induce Plaintiffs into paying funds to Defendants Wojton and Management for alleged investments in Plaintiff Holding.

90. Defendants Wojton and Management produced spreadsheets containing false information to Plaintiffs in February 2022, August 2023, and October 2023 to continue to perpetrate the fraud against Plaintiffs.

91. Even though the spreadsheets were materially false, they show no income from any tenant other than Cleveland Rocks Climbing, LLC, despite the fact Defendants Wojton and Management represented that additional tenants were renting space at the Property.

92. Defendants Wojton and Management made these representations falsely, with knowledge of their falsity, and with the intention of inducing Plaintiffs into paying funds to Defendants Wojton and Management as alleged investments in Defendant Holding.

93. Plaintiffs justifiably relied on said representations by paying what they believed to be capital contributions into Defendant Holding.

94. Upon information and belief, Defendants Wojton and Management's solicitation of the purported investments from Plaintiffs was an unlawful Ponzi scheme to benefit Defendants Wojton and Management.

95. Little, if any, of the investments Plaintiffs contributed were utilized towards Defendant Holding.

96. As a result of Defendant Wojton and Management's fraud, Plaintiffs have suffered significant damages, including losses of their contributions to Defendant Holdings, lost expectancy including profits, preferred returns, repayments of contribution, and other payments due to Plaintiffs under the Operating Agreement, Subscription Agreement, PPM, and Offering Summary, attorney fees, and other costs.

97. Defendants Wojton and Management's actions were at all times fraudulent, taken in bad faith and with actual malice, grossly negligent, reckless, intentional, willful, and wonton, entitling Plaintiffs to attorney fees and punitive damages.

COUNT TWO: BREACH OF CONTRACT
(As to Defendants Wojton and Management)

98. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

99. Plaintiffs and Defendants Wojton and Management are parties to Defendant Holding's Operating Agreement.

100. Defendants Wojton and Management breached Defendant Holding's Operating Agreement in multiple ways, including, but not limited to, failing to pay out any distributions or payments of capital contributions, failing and refusing to provide any accounting to Plaintiffs, failing to produce annual and quarterly reports, and other violations.

101. As a result of Defendant Wojton and Management's breaches, Plaintiffs have suffered significant damages, including losses of their contributions to Defendant Holdings, lost expectancy including profits, preferred returns, repayments of contribution, and other payments due to Plaintiffs under the Operating Agreement, Subscription Agreement, PPM, and Offering Summary, attorney fees, and other costs.

102. Defendant Wojton and Management's breaches of the Operating Agreement were fraudulent, intentional, reckless, willful, wanton, and grossly negligent. As such, Defendants Wojton and Management should be afforded no right of indemnity, immunity, or payment of attorney fees under the Operating Agreement.

COUNT THREE: BREACH OF FIDUCIARY DUTY
(As to Defendants Wojton and Management)

103. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

104. This Count is brought by Plaintiffs directly as well as derivatively on behalf of Defendant Holding pursuant to R.C. § 1706.62.

105. As a member and officer of Defendant Holding, Defendant Wojton owes fiduciary duties of care, loyalty, good faith, and to act in a manner Defendant Wojton reasonably believes

to be in or not opposed to the best interests of Plaintiffs and Defendant Holding pursuant to R.C. § 1706.311.

106. As the manager of Defendant Holding, Defendant Management owes fiduciary duties of care, loyalty, good faith, and to act in a manner Defendant Management reasonably believes to be in or not opposed to the best interests of Plaintiffs and Defendant Holding pursuant to R.C. § 1706.311.

107. Defendants Wojton and Management breached these fiduciary duties to Plaintiffs and Defendant Holding by failing to secure tenants for the Property, failing to enforce the Leases of the alleged tenants of the Property, failing to utilize Plaintiffs' contributions for the benefit of Defendant Holding, usurping company funds and opportunities including tenancies at the Property for which Defendants Wojton and Management benefit personally at the expense of Defendant Holding and Plaintiffs, making material misrepresentations about Defendant Holding's finances, projections, income, and activities, mismanaging the finances and activities of Defendant Holding and the alleged tenants of the Property, presenting false and misleading financials to Plaintiffs, failing and refusing to provide accountings for Defendant Holding's finances, and defrauding Plaintiffs of their contributions.

108. As a result of Defendant Wojton and Management's breaches, Plaintiffs have suffered significant damages, including losses of their contributions to Defendant Holdings, lost expectancy including profits, preferred returns, repayments of contribution, and other payments due to Plaintiffs under the Operating Agreement, Subscription Agreement, PPM, and Offering Summary, attorney fees, and other costs.

109. Defendant Wojton and Management may not seek the protection of the business judgment rule.

110. Defendant Wojton and Management's breaches of their fiduciary duties were fraudulent, intentional, reckless, willful, wanton, and grossly negligent. As such, Defendants Wojton

and Management should be afforded no right of indemnity, immunity, or payment of attorney fees under the Operating Agreement.

111. Defendants Wojton and Management's actions were at all times fraudulent, taken in bad faith and with actual malice, grossly negligent, reckless, intentional, willful, and wonton, entitling Plaintiffs to attorney fees and punitive damages.

COUNT FOUR: ACCOUNTING
(As to all Defendants)

112. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

113. Plaintiffs are entitled to an accounting of all Defendant Holdings' financial records, bank statements, invoices, receipts, tax records, profit/loss statements, reports, spreadsheets, ledgers, 1099s, W-2s, agreements, contracts, expense reports, income statements, accounting records, accountant and bookkeeper information, communications (including emails) to and from all bookkeepers and accountants, and other financial, business, and similar records.

114. Despite such entitlement, Defendants Wojton and Management have refused to account to Plaintiffs for such information and accounting.

115. Therefore, this Court should issue an Order requiring Defendants to account to Plaintiffs for all Defendant Holding's assets, funds, payments made or purported to be made on its behalf, financial records, contracts, and other documents set forth above.

COUNT FIVE: EXPULSION
(As to Defendant Wojton)

116. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

117. This Count is brought by Plaintiffs directly as well as derivatively on behalf of Defendant Holding.

118. R.C. § 1706.411(D)(1)-(3) provides the following:

> "On application by the limited liability company, the person is expelled as a member by tribunal order for any of the following reasons:

(1) The person has engaged, or is engaging, in wrongful conduct that has adversely and materially affected, or will adversely and materially affect, the limited liability company's activities.

(2) The person has willfully or persistently committed, or is willfully or persistently committing, a material breach of the operating agreement or the person's duties or obligations under this chapter or other applicable law.

(3) The person has engaged, or is engaging, in conduct relating to the limited liability company's activities that makes it not reasonably practicable to carry on the activities with the person as a member."

119. Defendant Wojton has engaged in a pattern of wrongful conduct that has adversely and materially affected, or will adversely and materially affect, Defendant Holding's activities.

120. Further, Defendant Wojton has willfully or persistently committed, or is willfully or persistently committing, a material breach of Defendant Holding's Operating Agreement, as well as his duties and/or obligations under R.C. § 1706.311 et seq.

121. Moreover, Defendant Wojton has engaged, or is engaging, in conduct relating to Defendant Holding that makes it not reasonably practicable to carry on the activities with him as a member.

122. Such conduct and breaches are set forth above.

123. As a result of such conduct and breaches, Defendant Wojton should be expelled as a member of Defendant Holding.

124. Defendant Holding requests that this Court issue an Order expelling Defendants Wojton as a member of Defendant Holding.

125. As a result of Defendants Wojton's willful conduct and malice, Plaintiffs are further entitled to attorney fees and punitive damages.

COUNT SIX: DECLARATORY RELIEF- REMOVAL OF MANAGER
(As to Defendant Management)

126. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

127. Section 5.3 of the Operating Agreement provides:

> "The Manager shall be removed if the Manager has been determined by clear and convincing evidence in an arbitration or final judicial proceeding to have engaged in activity related to its duties owed to the Company that constitutes bad faith, fraud, gross negligence, a willful violation of law or willful disregard of such duties, or the Manager has been determined to be guilty of crime related to the business or affairs of the Company and an arbitration or final judicial proceeding has determined that it, had reasonable cause to believe that the act or omission was unlawful at the time it was taken."

128. Defendant Management is the manager of Defendant Holding.

129. Defendant Management has engaged in activity related to its duties owed to the Defendant Holding that constitutes bad faith, fraud, gross negligence, a willful violation of law or willful disregard of such duties, and otherwise took actions that Defendant Management had reasonable cause to believe was unlawful at the time it was taken.

130. As such, Plaintiffs are entitled to, and request, an Order removing Defendant Manager as manager of Defendant Holding.

COUNT SEVEN: PIERCING
(as to Defendants Wojton and Management)

131. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

132. Defendants Wojton has misused the corporate veil of Defendant Management to attempt to shield his fraud against Plaintiffs.

133. Defendant Wojton exercised and continues to exercise control over Defendant Management in a manner that is so complete that Defendant Management has no separate mind, will, or existence of its own.

134. Defendant Wojton's control over Defendant Management was exercised in such a manner as to commit fraud, an illegal act, or a similarly unlawful act against Plaintiffs and Defendant Holding, as described above.

135. Plaintiffs suffered injuries and loss as a result of such control and wrongful conduct of Defendants Wojton and Management.

136. As such, Plaintiffs are entitled to an Order piercing the corporate veil of Defendant Management such that Defendant Wojton is personally liable for all losses suffered by Plaintiffs relating to any acts of Defendant Management.

WHEREFORE, Plaintiffs prays for the following:

A. Compensatory damages in an amount greater than $25,000 against all Defendants, jointly and severally;

B. Punitive damages in the maximum amount permitted under Ohio law against Defendant Wojton and Management, jointly and severally;

C. Court costs and attorney fees;

D. Pre- and post-judgment interest;

E. Expulsion of Defendant Wojton as a member and officer of Defendant Holding;

F. Removal of Defendant Management as the manager of Defendant Holding;

G. That the corporate veil of Defendant Management be pierced; and

H. Any other relief this Court deems fair, just, and equitable.

Respectfully Submitted,

/s/Ziad Tayeh

Ziad Tayeh (0088027)
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Attorney for Plaintiffs

LLC fills out!

CLEVELAND ROCKS HOLDING, LLC

ENTITY AND COMPLEX TRUST INVESTOR SUBSCRIPTION BOOKLET

Instructions
Investor Questionnaire
Subscription Agreement
Internal Revenue Service Form W-9
Consent for Electronic Transactions, Records, and Signatures

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Exhibit 1

INDEX TO SUBSCRIPTION BOOKLET

APPENDIX A
INSTRUCTIONS TO SUBSCRIPTION BOOKLET

CLEVELAND ROCKS HOLDING, LLC
INSTRUCTIONS TO SUBSCRIPTION BOOKLET

Cleveland Rocks Holding, LLC, an Ohio limited liability company (the "Company"), is delivering this subscription booklet ("Subscription Booklet") to you in connection with its offer and sale of its Class A Preferred Membership Interests ("Class A Preferred Units") pursuant to the terms set forth in the confidential private placement memorandum ("Memorandum"). Each investor desiring to purchase Class A Preferred Units ("Investor" or "Potential Investor") must complete and deliver an originally executed copy of the documents in this Subscription Booklet, which shall consist of the following: (1) a completed and executed entity and trust investor suitability questionnaire ("Suitability Questionnaire"); (2) a completed and executed entity and trust investor subscription agreement ("Agreement"); and (3) a completed and executed IRS Form W-9 (collectively referred to as the "Subscription Documents"). Each of the Subscription Documents may be manually signed or, at the request of the Company, may be electronically signed in accordance with applicable state and federal electronic signature acts and in so doing each Investor agrees to be bound as if it was manually signed.

Investors must also deliver, if requested by the Company, additional documentation to establish the suitability of the Investor and to ensure compliance with federal and state securities laws applicable to the offering.

All information supplied in the Subscription Documents should be typed or printed in ink. You must carefully read the Subscription Documents prior to execution. If there is anything in the Subscription Documents that you do not understand, you are encouraged to seek clarification from the Company.

Suitability Questionnaire:

The Suitability Questionnaire is the document which provides the Company with necessary information that allows it to determine whether you meet certain suitability requirements for the offer and sale of the Class A Preferred Units. The information contained in the Suitability Questionnaire also assists the Company in determining whether the Class A Preferred Units are exempt from registration under applicable state and federal securities laws.

Please answer all questions in the Suitability Questionnaire. Once completed, please sign and date the signature page. Depending on the factual circumstances, the Company may also request you complete an individual and IRA investor suitability questionnaire in addition to the Suitability Questionnaire attached herein.

Subscription Agreement:

The subscription agreement is the document by which you subscribe for the Class A Preferred Units of the Company and make representations indicating that you are qualified to hold the Class A Preferred Units.

In completing the Agreement, **please fill out the documents completely in the applicable spaces to insert responsive information**. In addition, please fill in the information on the signature page with the number of Class A Preferred Units you wish to subscribe for and the total purchase price. Finally, please sign and date the signature page to the Agreement.

IRS Form W-9:

The IRS Form W-9 allows the Company to obtain your taxpayer identification number so that it may prepare or cause to be prepared a partnership return in accordance with applicable tax laws. Please complete, sign, and date the form (**Note** – do not send the form to the IRS).

Delivery of Subscription Booklets:

Completed Subscription Booklets, along with your payment for the Class A Preferred Units, should be delivered to the Company on or before the Offering Termination Date (as defined in the Memorandum) to the following address:

Cleveland Rocks Holding, LLC
Attn: Rocks Management, LLC
Attn: Kevin Wojton
1236 Ford Rd.,
Lyndhurst, OH 44124
Email: kfwojton@gmail.com
Phone: (423) 598-6668

If your subscription is not accepted, the Subscription Documents shall have no force or effect. If your subscription is accepted, however, a copy of the accepted Subscription Documents by the Company will be returned to you for your records.

For additional information concerning subscriptions or the Subscription Booklets, you should contact the Company's Manager at the contact information provided above.

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APPENDIX B
ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE

CLEVELAND ROCKS HOLDING, LLC
ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE

Cleveland Rocks Holding, LLC, an Ohio limited liability company, intends to offer to suitable and qualified investors the opportunity to invest in Class A Preferred Units of the Company for a subscription price of One Dollar ($1.00) per Class A Unit. Prior to investing in the Company, each Potential Investor must be qualified as to its ability to undertake an investment in the Company and its capacity to evaluate its merits and risks. The Company will rely upon the accuracy and completeness of the information provided herein, and any other information it possesses, to establish that the issuance of the Class A Preferred Units is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws. Accordingly, the Company requires that each Potential Investor complete, execute, and date the following questionnaire.

PLEASE COMPLETE THIS SUITABILITY QUESTIONNAIRE FOR THE ENTITY/TRUST. ADDITIONALLY, AT THE OPTION OF THE COMPANY (FOR WHICH THE COMPANY WILL ADVISE YOU), EACH PARTNER, MEMBER, SHAREHOLDER, OR BENEFICIARY OF THE ENTITY/TRUST SHALL COMPLETE A SUITABILITY QUESTIONNAIRE TITLED "INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE." PLEASE CONTACT THE COMPANY IF THERE IS A LARGE NUMBER OF SUCH INDIVIDUALS TO DISCUSS IF THAT IS AN ISSUE FOR YOU.

ENTITY AND TRUST INVESTORS

(1) Investor Type: The Class A Preferred Units will be held under the following type of ownership (please check applicable option):

_____ Corporation	___✓___ Limited Liability Company	_____ General Partnership
_____ Limited Partnership	_____ Irrevocable Trust	_____ Revocable Trust[1]
_____ Estate	_____ Other Specify_____	

(2) Business Address: 150 FARNHAM COURT
AURORA, OH, 44202

(3) Telephone Number: REDACT

(4) Taxpayer I.D. No. (required for IRS Form W-9): _REDACT
(In addition, you must still fill out Form W-9)

(5) Nature of Business: INVESTMENT

(6) State and Date of Organization or Incorporation:
2/21/2018 - OHIO

[1] (Revocable Trusts generally fill out the Individual and IRA Subscription Agreement)

State: OHIO

Date: 2/21/18

(7) Location of Principal Office (if different from above): _____

_____

_____

(8) Are all of the beneficial owners of the organization residents of the state of organization? (please circle answer)

(YES) NO

If not, please indicate all other states the beneficial owners of the organization are residents of:

Beneficial Owner	**State of Residence**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(9) Do you have the power and authority to execute, deliver, and comply with the terms of the Subscription Documents, the Company's Limited Liability Company Agreement, and the various other documents required on behalf of the entity investing in the Company? (please circle answer)

(YES) NO

(10) Do you feel you have sufficient knowledge of investments in general, and investments similar to the Company in particular, to evaluate the risks associated with investing in the Company? (please circle answer)

(YES) NO

(11) Does the entity have substantial or meaningful prior investment experience in private placement type programs? (please circle answer)

(YES) NO

(12) Does the Company understand from its discussions with the entity's representatives that the entity has prior investment experience in private placement type programs? (please circle answer)

YES NO

(13) Do you, and the other members, partners, or shareholders of the entity (or beneficiaries if a trust), understand that there will be substantial restrictions on the ability to resell any Unit in the Company purchased and that, in any event, the entity will not be able to resell any Unit in the Company purchased unless an exemption from registration is available under the federal securities laws and applicable state securities laws? (please circle answer)

YES NO

(14) Was this corporation or organization formed specifically to acquire the Class A Preferred Units? (please circle **any** answer)

YES NO

(15) The entity is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. (See subscription agreement for definitions) (please circle **any** answer)

YES NO

[Remainder of Page Intentionally Blank; Signature Page Follows]

CLEVELAND ROCKS HOLDING, LLC
ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE SIGNATURE PAGE

This page constitutes the signature page for the Suitability Questionnaire. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the Company's acceptance of the subscription and will promptly send the Company written confirmation of such change; and (3) the Investor agrees to sign this Suitability Questionnaire, either manually, or if so requested, electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed.

IN WITNESS WHEREOF, the Investor has executed this Agreement as of the date written below.

NAME OF PURCHASER: JPF 3 Investments LLC

By: _____

Name: Lowell A Sorin

Its: Member Manager

Dated: 3/4/18

APPENDIX C
ENTITY AND TRUST INVESTOR SUBSCRIPTION AGREEMENT

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH STATE LAWS. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE PRIVATE PLACEMENT MEMORANDUM TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

AN INVESTOR SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION AND, THEREFORE, CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THERE IS NO OBLIGATION OF THE COMPANY TO REGISTER THE SECURITIES UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION. TRANSFER OF THE SECURITIES IS ALSO RESTRICTED BY THE TERMS OF THE OPERATING AGREEMENT RELATING THERETO.

CLEVELAND ROCKS HOLDING, LLC
ENTITY AND TRUST INVESTOR SUBSCRIPTION AGREEMENT

This Agreement is entered into by and between Cleveland Rocks Holding, LLC, an Ohio limited liability company, and the undersigned Prospective Investor in connection with the Investor's purchase of the Class A Preferred Units in the Company pursuant to the Memorandum for the Company, which shall include all exhibits and any amendments thereof and supplements thereto.

In consideration of the Company's agreement to accept the Investor as a Member of the Company upon the terms and conditions set forth herein, pursuant to the Limited Liability Company Agreement of the Company (signed by the Investor via the Power of Attorney contained in this Agreement) and as further set forth in the Memorandum, the Investor agrees, represents and warrants as follows:

DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, all of the capitalized words in this Agreement will have the meanings set forth in the provisions of this Agreement in which they first appear, or, if not defined in this Agreement, such words will have the meanings set forth in the instructions to this Subscription Booklet or the Memorandum, which shall include all exhibits and any amendments thereof and supplements thereto.

B. ACKNOWLEDGEMENTS

The Investor hereby acknowledges, agrees, represents, and warrants that:

1. The Investor has carefully reviewed the Memorandum;

2. The Investor has been given a copy of the Company's Limited Liability Company Agreement of the Company, and has carefully reviewed the same to the extent that the Investor and the Investor's professional advisors have deemed necessary and prudent; and further understands that the Investor will be bound by it in its final form if its current form is not final;

3. The Investor has had an opportunity to consult with the Investor's tax, legal, financial, and business advisors regarding the provisions of the foregoing documents and each of the other agreements and documents referred to in the Memorandum;

4. Any questions regarding the Memorandum, the proposed business of the Company, the methods of operations of the Company, or the governing documents of either have been answered to the Investor's full satisfaction and the satisfaction of the Investor's tax, legal, financial, and business advisors; and

5. No oral or written statement or inducement contrary to the information set forth in the Memorandum has been made to the Investor by or on behalf of the Company, or if made, the Investor is not relying on any such information contrary to what is contained in the Memorandum.

C. SUBSCRIPTION AND ACCEPTANCE

1. The Investor hereby subscribes for and agrees to purchase the Class A Preferred Units set forth on the signature page hereto for a subscription price of One Dollars ($1.00) per Class A Unit. The aggregate purchase price for the Class A Preferred Units shall be made payable to the order of the Company by personal or certified check, wire transfer of immediately available funds, or other means approved by the Company, and shall be delivered together with executed copies of this Agreement and the other Subscription Documents to:

Cleveland Rocks Holding, LLC
Attn: Rocks Management, LLC
Attn: Kevin Wojton
1236 Ford Rd.,
Lyndhurst, OH 44124
Email: kfwojton@gmail.com
Phone: (423)598-6668

2. The Investor hereby acknowledges that this Agreement may be rejected, in whole or in part, in the sole discretion of the Company prior to the termination date of this offering as defined in the Memorandum, notwithstanding prior receipt by the Investor of notice of acceptance of the Investor's subscription

3. This subscription is revocable until accepted by the Company. In the event the Company accepts this Agreement, the Company shall, upon receipt of the purchase price, deliver confirmation and/or other documents representing the Class A Preferred Units to the Investor. To revoke your proposed subscription, deliver written notice to the Company prior to the acceptance of your subscription and your funds will be returned. After acceptance, this Agreement is irrevocable.

4. The Company may only accept subscriptions from persons who meet certain suitability standards. Therefore, certain information is requested in the Suitability Questionnaires. In furnishing such information, the Investor acknowledges that the Company will be relying thereon in determining, among other things, whether there are reasonable grounds to believe that the Investor qualifies as an "accredited investor" under Rule 501(a) of the Securities Act for the purposes of the proposed investment.

5. The Class A Preferred Units will be issued under the definitive Limited Liability Company Agreement of the Company. The Investor hereby requests and authorizes the Company to enter the Investor's name in the books and records of the Company as a holder of the Class A Preferred Units.

6. The Class A Preferred Units to be issued on account of this Agreement shall be issued only in the name of the Investor, and the Investor agrees to comply with the terms of the Limited Liability Company Agreement of the Company and to execute any and all further documents necessary in connection with becoming a Member of the Company.

D. REPRESENTATIONS AND WARRANTIES

The Investor hereby represents and warrants to, and covenants with, the Company, existing investors, and all of the other purchasers of the Class A Preferred Units as follows:

1. The Investor, if a corporation, limited liability company, partnership, trust, or other entity, is duly organized, validly existing and in good standing under the laws of the state of its organization or incorporation, and is qualified to do business in every jurisdiction in which it is required to be so qualified.

2. The Investor has full power and authority to make the representations in this Agreement, to purchase the Class A Preferred Units pursuant to this Agreement and the Memorandum, and to execute and deliver this Agreement.

3. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the Memorandum, and the performance of the obligations hereunder will not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which the Investor is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation applicable to the Investor.

4. The Class A Preferred Units are being purchased for the Investor's own account, for investment purposes only, and not for the account of any other person (if the Investor is acquiring the Class A Preferred Units as a trustee, then the Class A Preferred Units are being purchased solely for the account of the trust), and not with a view to distribution, assignment, or resale to others or to fractionalization in whole or in part, and that the offering and sale of the Class A Preferred Units is intended to be exempt from registration under the Securities Act by virtue of Section 4(a)(2) and the provisions of Regulation D promulgated thereunder ("Regulation D"), and applicable state securities laws.

5. Unless otherwise disclosed to the Company, no other person has or will have a direct or indirect beneficial interest in the Class A Preferred Units, and the Investor will not sell, hypothecate, or otherwise transfer the Class A Preferred Units except in accordance with the Securities Act and applicable state securities laws or unless, in the opinion of counsel for the Company, an exemption from the registration requirements of the Securities Act and such laws is available.

6. The Company is under no obligation to register the Class A Preferred Units on behalf of the Investor or to assist the Investor in complying with any exemption from registration.

7. The Investor has been furnished with and has carefully read the Memorandum. In evaluating the suitability of an investment in the Company, the Investor has not relied upon any representations or other information (whether oral or written) from the Company or any of its agents other than as set forth in the Memorandum, and no oral or written representation or information has been made or furnished to the Investor or the Investor's advisors in connection with the offering of the Class A Preferred Units which is in any way inconsistent with the Memorandum, or if so, any information inconsistent with the Memorandum is not being relied upon by the Investor.

8. The Company has made available to the Investor all documents and information that the Investor has requested relating to an investment in the Company.

9. The Investor recognizes the Company has only recently been organized, that it has little financial or operating history and that an investment in the Company involves substantial risks, and the Investor is fully cognizant of and understands all of the risk factors related to the purchase of the Class A Preferred Units, including, but not limited to, those set forth under the "Risk Factors" section in the Memorandum. Accordingly, Investors understand that they could lose their entire investment in the Company and represent that they have the financial capacity to withstand the occurrence of such event.

10. The Investor has carefully considered and has, to the extent the Investor believes such discussion necessary, discussed the suitability of an investment in the Company for the Investor's particular tax and financial situation with the Investor's professional legal, tax, financial, and business advisors, and the Investor has determined that the Class A Preferred Units are a suitable investment for the Investor.

11. If the Investor is a pension plan, Individual Retirement Account, or other tax-exempt entity, the Investor is aware that it may be subject to federal income tax on any unrelated business taxable income from an investment in the Company.

12. All information which the Investor has provided to the Company concerning the Investor and the Investor's financial position is correct and complete as of the date set forth below, and if there should be any change in such information prior to the acceptance of this Agreement by the Company, the Investor will immediately provide such information to the Company.

13. The Investor, including its partners, members, and principal shareholders, (1) to the best of such persons' knowledge, is not in violation of any laws, executive orders or regulations relating to terrorism or money laundering, including Executive Order No. 13224 – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001 (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107 56) (the "USA Patriot Act"), enacted October 26, 2001, as amended, and the Investor has not been designated as a "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation, or transaction pursuant to the Executive Order, the USA Patriot Act or any other law, order, rule, or regulation; (2) is currently in compliance with and will remain in compliance with the Executive Order, the USA Patriot Act and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury, and any statute, executive order and other governmental action relating thereto; and (3) is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

14. The Investor, either alone or together with its purchaser representative, has such knowledge and experience in financial and business matters in general, and financial and business matters relating to the Company's proposed business in particular, that the Investor is capable of evaluating the merits and risks of an investment in the Class A Preferred Units.

15. The Investor: (1) does not have an overall commitment to investments which are not readily marketable that is disproportionate to the Investor's net worth, and the Investor's investment in the Class A Preferred Units will not cause such overall commitment to become excessive; and (2) has adequate net worth and means of providing for the Investor's current needs and personal contingencies to sustain a complete loss of the Investor's investment in the Class A Preferred Units.

16. The Investor understands that the failure to complete and return the attached IRS Form W-9 to the Company in accordance with the instructions thereon may result in the imposition of backup withholding of any payment made in respect of the Class A Preferred Units.

17. The Investor is fully aware of any and all restrictions imposed by the Company on the further distribution, transfer or resale of the Class A Preferred Units.

18. The Investor was not organized for the purpose of acquiring the Class A Preferred Units.

19. The Investor is a corporation, limited liability company, partnership, trust or other entity duly organized and validly existing in the State of Ohio or _____ (insert state if other than Ohio).

20. The Investor is authorizing the Manager, (the "Manager"), Rocks Management, LLC or any prior or successor Manager, to execute the Company's Limited Liability Company Agreement on behalf of the Investor and that the Investor agrees to sign this Subscription Agreement and other Subscription Documents manually or at the election of the Company, electronically in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees to be bound as if manually signed.

The foregoing representations and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the acceptance hereof by the Company and shall survive thereafter. If such representations and warranties shall not be true and accurate in any respect, the Investor will, prior to such acceptance, give written notice of such fact to the Company specifying which representations and warranties are not true and accurate and the reasons therefor.

E. ACCREDITED AND NON-ACCREDITED INVESTOR STATUS

The Investor represents and warrants that the Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D ("Accredited Investor"), or, if not an Accredited Investor, the Investor either alone or with the Investor's purchaser representative(s) has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the prospective investments. To be an Investor in the Company, the Investor must be one of the following (please initial the appropriate line or lines):

_____ A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a person who has such knowledge and experience in financial and business matters capable of evaluating the merits and risks of the prospective investment;

_____ A bank as defined in Section 3(a)(2) of the Securities Act, or a 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; a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivision, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

_____ An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for

the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

_____ A private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

_____ An employee benefit plan within the meaning of the Employee Retirement Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, 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;

_____ An entity in which all of the equity owners, or a living trust or other revocable trust in which all of the grantors and trustees are accredited investors; or

None of the above, but have, either alone or with a purchaser representative, such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investments.

F. DISQUALIFYING EVENTS

The Investor represents and warrants that the Investor has not been subject to any disqualifying event specified in Rule 506(d) of the Securities Act and is not subject to any proceeding or event that could result in any such disqualifying event.[2] The Investor agrees to immediately notify

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[2] The investor is subject to a disqualifying event under Rule 506(d) of the Securities Act if the investor:

(a) has been convicted within ten years (or five years, in the case of the Company, its predecessors and affiliated issuers) of the date hereof of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC, or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(b) is subject to any order, judgment or decree of any court of competent jurisdiction entered within five years of the date hereof that presently restrains or enjoins the subscriber from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(c) is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the Commodity Futures Trading Commission; or the National Credit Union Administration that: (i) as of the date hereof, bars the investor from (A) association with an entity regulated by such commission, authority, agency or officer, (B) engaging in the business of securities, insurance or banking or (C) engaging in savings association or credit union activities, or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years of the date hereof;

(d) is subject to any order of the SEC pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act that as of the date hereof (i) suspends or revokes the investor's registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on

the Company in writing if the Investor becomes subject to a disqualifying event at any date after the date hereof.

For purposes of this Section, reference to "Investor" shall include any person whose interest in, or relationship to, the Investor is deemed to make such person a beneficial owner of the Company's securities under Rule 13d-3 of the Securities Exchange Act of 1934, as amended, and within the meaning of Rule 506(d) of Regulation D. Under Rule 13d-3, a person is a beneficial owner of a security if such person, among other things, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, has or shares, or is deemed to have or share: (1) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (2) investment power, which includes the power to dispose, or to direct the disposition of, such security.

The Investor hereby represents that the information contained in this Section F is complete and accurate on the date hereof and may be relied upon by the Company and that the Investor will notify the Company immediately of any change in any of such information.

G. INDEMNIFICATION

The Investor shall indemnify and hold harmless the Company, the Manager, or the Company or the Manager's members, officers, employees, control persons, attorneys, other professionals and others with similar positions or duties) (and any of such person's similar persons if such person is an entity) (all of the foregoing "Indemnified Persons"): (1) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any actual or alleged misrepresentation or misstatement of facts or omissions to represent or state facts made by the Investor to the Company concerning the Investor or the Investor's financial position (including to any party who issues the verification of Accredited Investor status) in connection with the offering or sale of the Class A Preferred Units; or (2) any unsuccessful claim by the Investor against any Indemnified Person. Indemnification shall be against losses, liabilities and expenses, including, but not limited to, attorneys' fees, judgments, fines and amounts paid in

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the activities, functions or operations of the investor or (iii) bars the investor from being associated with any entity or from participating in the offering of any penny stock;

(e) is subject to any order of the SEC entered within five years of the date hereof, that, on the date hereof, orders the investor to cease and desist from committing or causing a violation of or future violation of: any scienter-based anti-fraud provision of the federal securities laws or (ii) Section 5 of the Securities Act;

(f) is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(g) has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years of the date hereof, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, on the date hereof, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issue; or

(h) is subject to a United States Postal Service false representation order entered within five years of the date hereof, or is, as of the date hereof, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

settlement, expenses, as actually and reasonably incurred by any Indemnified Person. In the event of any claim of indemnification by the Company (or by any Indemnified Persons) against the Investor, the Company shall be entitled to set off any such amounts due under this indemnification section against any income, capital or other accounts of the Investor in the Company, and in advance of setting off or after a demand for indemnification has been made by an Indemnified Person against the Investor, the Investor agrees the Company may freeze the Investor's accounts, pending further order pursuant to the Resolution of Disputes Section.

H. POWER OF ATTORNEY

The Investor hereby designates, constitutes and appoints the Manager of the Company and any predecessor or successor manager to the Company as the Investor's true and lawful attorney-in-fact ("Attorney-in-Fact") and in the Investor's name, place and stead, to make, execute, sign, acknowledge, and file all documents requisite to carry out the intention and purpose of this Agreement, including, without limitation, joinder to the Company's Limited Liability Company Agreement and any amendments to the Company's Limited Liability Company Agreement in accordance with its terms or the terms of this Agreement or in accordance with the Company's Limited Liability Company Agreement. The Investor agrees that the Attorney-in-Fact may sign any document manually or electronically in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees to be bound as if Investor had manually or electronically signed such documents. If the Investor signs this Subscription Agreement electronically the Investor agrees to be bound as if manually signed. Representation and Warranty (20) above is confirmed to be within the authority of this Power of Attorney. The Investor accepts all such amendments.

The Investor acknowledges and agrees that the foregoing power of attorney is irrevocable and is coupled with an interest, and will survive the disability of the Investor. The Investor will be bound by any representations made by the Attorney-in-Fact acting pursuant to this power of attorney, and hereby waives any and all defenses which may be available to contest, negate, or disaffirm the action of the Attorney-in-Fact taken under this power of attorney. The Investor acknowledges that the foregoing power of attorney is separate and in addition to the power of attorney granted in the Company's Limited Liability Company Agreement.

I. MISCELLANEOUS

1. *Acknowledgement and Consent.* The Investor acknowledges and consents (and if necessary, fully agrees) that Joseph D. Carney & Associates, LLC, an Ohio limited liability company, ("JDCA") has acted as legal counsel to the Company, the Manager, Kevin Wojton and and/or all other related individuals or entities mentioned in the Memorandum or which may be involved with the business of the Company, or which may be organized or operated in the future. JDCA services have been in connection with this offering of Class A Preferred Units and related or unrelated matters. The Investor understands that JDCA is **not** representing the Investor as an attorney (or in any other fashion) expressly or in any implied fashion in connection with the offering or in any manner or matter and that the Investor has been repeatedly encouraged to seek independent legal counsel and consult the Investor's other advisers with respect to its subscription in the Class A Preferred Units. The Investor understands that the Investor has indemnified JDCA

and its attorneys and personnel pursuant to the indemnification provisions herein and may indemnify them under the Company's Limited Liability Company Agreement. The Investor waives any concept of conflict associated with JDCA representing all of such entities, affiliates, related persons etc. now or in the future and consents to all such actions and activities or non-activities. The Investor understands that attorneys at JDCA may have been with other law firms and may have represented these entities or persons via such firms (and their attorneys) and all of such other firms (and their attorneys) are included within this acknowledgement and consent.

2. *Construction.* All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, singular, or plural as the identity of the person or persons may require.

3. *Modification/Amendment.* Neither this Agreement nor any provisions hereof shall be waived, modified, changed, discharged, terminated, revoked, or cancelled except by an instrument in writing signed by the party against whom any change, discharge, or termination is sought.

4. *Notices.* Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when personally delivered or sent by registered mail, return receipt requested, addressed to the other party at the address of such party set forth in the Memorandum, as amended from time to time, or, in the case of the Investor, at the address provided in this Agreement, or to such other address furnished by notice given in accordance with this Section I. Any notices to the Investor may be given by regular mail and may be given by electronic means including emails.

5. *Waiver.* Failure of the Company to exercise any right or remedy under this Agreement or any other agreement between the Company and the Investor, or otherwise, or any delay by the Company in exercising such right or remedy, will not operate as a waiver thereof. No waiver by the Company will be effective unless and until it is in writing and signed by the Company.

6. *Governing Law.* This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Ohio, as such laws are applied by Ohio courts to agreements entered into and to be performed in Ohio and shall be binding upon the Investor, the Investor's heirs, estate, legal representatives, successors, and assigns, and shall inure to the benefit of the Company and its successors and assigns.

7. *Resolution of Disputes Section.* All claims you bring against the Company, the Manager, any of its or his affiliates, or any Indemnified Person must be resolved in accordance with this Resolution of Disputes Section. All claims, disputes and controversies between or among you and any Indemnified Person, or among any of the Members, must be resolved by arbitration as provided herein, but any litigation, if any, must occur in a court located in Cuyahoga County, Ohio, or in the United States District Court for the Northern District for Ohio, Eastern Division, if federal jurisdiction exists.

Any Indemnified Person against whom a claim is made may it or their option demand the initiating party dismiss the court litigation and instead initiate an AAA arbitration pursuant to these provisions and pursuant to the commercial rules for management and for proceedings in Cuyahoga County, Ohio. Any party initiating litigation shall dismiss or stay such action and initiate the AAA arbitration pursuant to these provisions and the commercial rules.

8. *Severability.* In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

9. *Entire Agreement.* This Agreement, the Subscription Documents, the Memorandum, and the Company's Limited Liability Company Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous representations, warranties, agreements and understandings in connection therewith.

10. *Electronic Communication.* I agree to electronic communications with the Company pursuant to the Company's current electronic communication policy at the option of the Company.

[Remainder of Page Intentionally Blank; Signature Page Follows]

CLEVELAND ROCKS HOLDING, LLC
SUBSCRIPTION AGREEMENT SIGNATURE PAGE

This page constitutes the signature page for the Agreement. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send the Company written confirmation of such change; (3) the Investor is not subject to a disqualifying event as set forth in Rule 506(d) of Regulation D; and (4) the Investor agrees to sign this Subscription Agreement, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed, or may sign manually by pen and ink. The Investor hereby certifies that the Investor has read and understands the Memorandum, the Limited Liability Company Agreement and this Agreement.

IN WITNESS WHEREOF, the Investor has executed this Agreement this 3rd day of MARCH, 2018.

Number of Class A Preferred Units Subscribed for (at $1.00/ Class A Preferred Unit): 25,000

Total Purchase Price: $ 25,000

Automatically reinvest distributions into new Class A Preferred Units at $1.00/Class A Unit: Yes: RKS No: X

NAME OF PURCHASER: SPF 3 INVESTMENTS LLC

By:

Print Name: ROBERT A. SORIN

Its: MEMBER MANAGER

Please include a copy of a certified corporate or entity resolution or other document authorizing the above investment and signature and which evidences that it is a validly existence entity.

Accepted by Cleveland Rocks Holding, LLC:

Boulder (KW)

By: ~~Rocks~~ Management, LLC

By; Kevin Wojton
Its: Manager
Date:

CLEVELAND ROCKS HOLDING, LLC

An Ohio Limited Liability Company
1236 Ford Rd. Lyndhurst, OH 44124
Phone: (423)-598-6668
http://www.clevelandrocksclimbing.com/

AMENDMENT NUMBER 1 TO THE CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM DATED JANUARY 18, 2017

A Private Offering of Limited Liability Company Interests

Minimum Investment of $50,000

Up to $1,000,000 of Limited Liability Company Interests

$1.00 Per Unit

February 15, 2018

CLEVELAND ROCKS HOLDING, LLC

An Ohio Limited Liability Company
1236 Ford Rd. Lyndhurst, OH 44124
Phone: (423)-598-6668

Cleveland Rocks Holding, LLC, an Ohio limited liability company (the "Company") amends the Private Placement Memorandum dated January 18, 2017 with this Amendment Number 1 dated February 15, 2018.

1. Whereas the Property was purchased on January 30, 2018. This amends the terms of the purchase from those specified in the initial private placement memorandum dated January 18th, 2018 (the "Offering"). The purchase price of the property can be looked at as this amount:
    a. Paid $27,366.92 to seller at Closing
    b. Paid to seller deferred, under an agreement to pay them $60,000 over 5 years at the rate of $12,000 per year. This agreement is a non-recourse type obligation and there are no fees as it relates to late payments.
    c. Paid $36,866.03 to lien holders and obtained lien releases on face amount of liens which totaled $245,773.53 representing an effective discount of 15%.
    d. The purchase acquired the property subject to back real estate taxes of approximately $164,232.95. The Company has entered into a payment plan with the Cuyahoga County Treasurer to pay the back taxes of the building over the course of 4 years. Most payment plans are only 2 years. Work is ongoing to seek to mitigate outstanding back taxes. A law was introduced in 2011, Ohio Revised Code 5709.17 which classifies lodge hall buildings conducting fraternal non-profit activities to be exempt from real estate taxes. Work is ongoing to seek retroactive application of this law for a period of 2011 to 2017 for unpaid taxes and get relief from substantial portions of the back taxes. Nothing is assured. Notwithstanding the pay plan, the Company anticipates that when the first closing of the presently anticipated SBA financing is made the bank will require all the deferred real estate taxes to be paid off or to have the money to do so escrowed, or some similar approach. This is however, not a certainty. The Company is also looking into tax abatement going forward and there are some programs, but nothing is assured.
    e. We obtained title insurance for $64,232. As additional investments are made into the building increases in title insurance will have to be purchased. This is a typical process.

2. The Offering is under way and the $110,000 has been raised to date. All the liens on the building have been paid off other than the real estate taxes. Kevin Wojton has substantial ongoing discussions with multiple investors. It may be that the Company does not actively seek more investors once it raises approximately $300,000. This is being considered, and if it does not actively seek more investors, it does not intend to close the offering as there are too many uncertainties where additional capital might be needed.

3. Efforts to conclude a new SBA loan commitment is underway.

    a. Key Bank is anticipated to issue a proposed commitment for a new SBA 7(a) loan that will match the same size as the previous Huntington loan of $2.5 million but,

unlike the Huntington loan, it will only require a 10% loan to value ratio. This amount is which is substantially less than Huntington loan which required a 40% loan to value ratio.

b. Please note that both loans are SBA loans. Both the Key Bank and the Huntington loan falls under 7(a) Program. Thus, changing the underlying bank should allow the Company to close on an SBA loan much quicker and without the need for Mezzanine lending from Cleveland Development Partners. Mezzanine debt proposals are not going to be terminated but rather held in the reserve for any unforeseen events that may require significant additional investment.

c. The Company is moving forward with the City of Cleveland incentive programs and financings. The NPD program of $40k has been unconditionally approved. These proceeds are anticipated to be dispersed by the end of February 2018, but there can be no guarantee of this timing as its entirely up to the actions of the City to make this occur. That said, the Company continues to communicate and push for the transaction.

4. Kevin Wojton, as the sole Holder of all of the Class B Units, is so enthused by all the investors support and investor interest that he is providing a personal commitment to reallocate some of his distributions to Class B Units as an additional incentive and thank you to the Company's current and future investors to show his appreciation for all their positive bolstering leading to the initial steps and acquisition of the building as well as anticipated future support. All Holders of Class A Units, those who have already invested and those who will invest will receive this incentive. Starting with the date the Class B Units are entitled to distributions, he will have the Company retain a significant portion of his Class B distributions, and instead distribute this amount to all Class A Members on a per Unit basis.

a. Currently, the Class B member does not get any distributions until Class A Preferred Members receive their 10% preferred distributions and 100% of their initial invested capital back. Only after that point, do all Class Members (both Class A Preferred and Class B members) receive distributions, based upon Units outstanding.

b. With this Amendment, Kevin Wojton is allocating 30% out of the distributions his Class B Unit holdings would have received for 3 years, starting with the date and year in which monies would have been distributed to his Class B Units and continuing for a period of 3 years from that initial distribution date. At the end of the 3 year period, distribution waterfall will return to the normal per Unit basis. The total affect of this change is that the Class A Preferred Unit investors should receive substantial additional cash.. Because Kevin holds 1,000,000 Class B Units this will be roughly the same as if the Class A Preferred Unit holders owned an additional 300,000 Units for that 3 years period. If Class A Unit holders were as a group to want to obtain 300,000 more Units they would have to pay $300,000 to obtain them. The amount of cash actually distributed will be dependent on the

Company's results of operations which cannot be predicted. However, it is anticipated to be a fairly mature point in the operations. This is said because at that point Class A Preferred Investors will have already received back 10% Preferred Return on their capital and 100% of their initial contributions will have been returned.

c. An Amendment to the Operating Agreement will be created to encompass this bonus return that investors in the Class A Preferred Units will receive for 3 years.

CLEVELAND ROCKS HOLDING, LLC
SUBSCRIPTION AGREEMENT SIGNATURE PAGE

This page constitutes the signature page for the Agreement. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send the Company written confirmation of such change; (3) the Investor is not subject to a disqualifying event as set forth in Rule 506(d) of Regulation D; and (4) the Investor agrees to sign this Subscription Agreement, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed, or may sign manually by pen and ink. The Investor hereby certifies that the Investor has read and understands the Memorandum, the Limited Liability Company Agreement and this Agreement.

IN WITNESS WHEREOF, the Investor has executed this Agreement this 9th day of May, 2018.

Number of Class A Preferred Units Subscribed for (at $1.00/ Class A Preferred Unit): 50,000

Total Purchase Price: $ 50,000.00

Automatically reinvest distributions into new Class A Preferred Units at $1.00/Class A Unit: Yes: _____ No: X

NAME OF PURCHASER:

By: WINDER IF, LLC

Print Name: STEVE PASSOV

Its: MEMBER

Please include a copy of a certified corporate or entity resolution or other document authorizing the above investment and signature and which evidences that it is a validly existence entity.

Accepted by Cleveland Rocks Holding, LLC:

By: Rocks Management, LLC

By; Kevin Wojton
Its: Manager
Date: May, 9th, 2018

Cleveland Rocks Holding LLC , LLC

INDIVIDUAL IRA and COMPANY INVESTOR SUBSCRIPTION BOOKLET

INDEX TO SUBSCRIPTION BOOKLET

APPENDIX A

INSTRUCTIONS TO SUBSCRIPTION BOOKLET

Cleveland Rocks Holding LLC , LLC, an Ohio limited liability company (the "Company"), is delivering this subscription booklet ("Subscription Booklet") to you in connection with its offer and sale of its Class A Preferred Membership Interests of the Company ("Class A Preferred Units") pursuant to the terms set forth in the confidential private placement memorandum ("Memorandum"). Each investor desiring to purchase Class A Preferred Units ("Investor" or "Potential Investor") must complete and deliver an originally executed copy of the documents in this Subscription Booklet, which shall consist of the following:

(1) a completed and executed individual and IRA investor suitability questionnaire ("Suitability Questionnaire");
(2) a completed and executed individual and IRA investor subscription agreement ("Agreement"); and
(3) a completed and executed IRS Form W-9 (collectively referred to as the "Subscription Documents"). Each of the Subscription Documents may be electronically signed in accordance with applicable state and federal electronic signature acts and in so doing each Investor agrees to be bound as if manually signed. They may also be manually signed.

Investors must also deliver, if requested by the Company, additional documentation to establish the suitability of the Investor and to ensure compliance with federal and state securities laws applicable to the offering.

All information supplied in the Subscription Documents should be typed or printed in ink. You must carefully read the Subscription Documents prior to execution. If there is anything in the Subscription Documents that you do not understand, you are encouraged to seek clarification from the Company.

Suitability Questionnaire:

The Suitability Questionnaire is the document which provides the Company with necessary information that allows it to determine whether you meet certain suitability requirements for the offer and sale of the Class A Preferred Units. The information contained in the Suitability Questionnaire also assists the Company in determining whether the Class A Preferred Units are exempt from registration under applicable state and federal securities laws.

Please answer all questions in the Suitability Questionnaire. Once completed, please sign and date the signature page

Subscription Agreement:

The subscription agreement is the document by which you subscribe for the Class A Preferred Units in the Company and make representations indicating that you are qualified to hold the Class A Preferred Units. In completing the Agreement, please fill out the documents completely in the applicable spaces to insert responsive information. In addition, please fill in the information on the signature page with the number of Class A Preferred Units you wish to subscribe for and the total purchase price. Finally, please sign and date the signature page to the Agreement.

IRS Form W-9:

The IRS Form W-9 allows the Company to obtain your taxpayer identification number so that it may prepare or cause to be prepared a partnership return in accordance with applicable tax laws. Please complete, sign, and date the form (Note – do not send the form to the IRS).

Delivery of Subscription Booklets:

Completed Subscription Booklets, along with your payment for the Class A Preferred Units, should be delivered to the Company or directly to the Manager on or before the Offering Termination Date (as defined in the Memorandum) to the following address:

Cleveland Rocks Holding LLC
Attn: Kevin Wojton
2831 Franklin Blvd, Cleveland, Ohio, 44113

Email: kfwojton@gmail.com Phone: (216) 392-0278

If your subscription is not accepted, the Subscription Documents shall have no force or effect. If your subscription is accepted, however, a copy of the accepted Subscription Documents by the Company will be returned to you for your records.

For additional information concerning subscriptions or the Subscription Booklets, you should contact Kevin Wojton, the Company's Manager at the contact information provided above.

APPENDIX B

INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE

Cleveland Rocks Holding LLC, LLC, an Ohio limited liability company, intends to offer to suitable and qualified investors the opportunity to invest in Class A Preferred Units in the Company for a subscription price of one dollar and ninety cents ($1.90) per Class A Preferred Unit. Prior to investing in the Company, each Potential Investor must be qualified as to its ability to undertake an investment in the Company and its capacity to evaluate its merits and risks. The Company will rely upon the accuracy and completeness of the information provided herein, and any other information it possesses, to establish that the issuance of the Class A Preferred Units is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws. Accordingly, the Company requires that each Potential Investor complete, execute, and date the following questionnaire.

IF THE POTENTIAL INVESTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, TRUST OR OTHER ENTITY, PLEASE COMPLETE THE SUITABILITY QUESTIONNAIRE TITLED "ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE" FOR THE ENTITY/TRUST AND COMPLETE THIS "INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE" FOR EACH MEMBER, PARTNER, SHAREHOLDER, OR BENEFICIARY OF SUCH ENTITY/TRUST. PLEASE CONTACT THE COMPANY IF THERE IS A LARGE NUMBER OF SUCH INDIVIDUALS TO DISCUSS IF THAT IS AN ISSUE FOR YOU.

THIS QUESTIONNAIRE IS NOT AN OFFER TO SELL, A SOLICITATION OF AN OFFER TO BUY, OR A SALE OF THE CLASS A PREFERRED UNITS.

1. Name: Michael J. Tokich

2. Age: REDACT

3. Residence Address: 2545 Edgewood Trace
Pepper Pike OH 44124

4. Business Address:

5. To which Address should mailed notices and tax filings be sent to? Residence Address

6. Phone Number: REDACT

7. Main Email Address: REDACT

8. SSN or EIN (also needs to be on w9):

9. Ohio State Driver's License #: [redacted]
(if not Ohio resident please submit state level identification)

10. I am an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under

the Securities Act. (See subscription agreement for definitions) (please circle)(The Company is permitted an unlimited number of accredited investors and up to 35 non accredited investors for your information)

(Yes) No

11 Do you feel you have sufficient knowledge of investments in general, and investments similar to the Company in particular, to evaluate the risks associated with investing in the Company? (please circle answer)

(Yes) No

12 Does the Company understand from its discussions and interactions with you that you have experience in private placements and have you discussed these experiences with the Company?(please circle answer)

(Yes) No

13. Do you understand that there will be substantial restrictions on your ability to resell any Class A Preferred Unit in the Company you purchase and that, in any event, you will not be able to resell any Class A Preferred Units in the Company you purchase unless an exemption from registration is available under the federal securities laws and applicable state securities laws? (please circle answer)

(Yes) No

14. Is your overall commitment to investments which are not readily marketable excessive in view of your net worth and financial circumstances? (please circle answer)

(Yes) No

15. Would the purchase of the Class A Preferred Units of the Company cause your overall commitment to investments which are not readily marketable excessive? (please circle answer)

Not D (No)

16. If you answered "yes" to question 15, do you acknowledge that you have the financial wherewithal and sophistication to withstand such excessive commitment? (please circle answer)

Yes (No)

Cleveland Rocks Holding LLC INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE SIGNATURE PAGE

This page constitutes the signature page for the Suitability Questionnaire. The Investor represents to the Company that, (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the Company's acceptance of the subscription and will promptly send the Company written confirmation of such change; and (3) the Investor agrees to sign this Suitability Questionnaire, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed.

IN WITNESS WHEREOF, the Investor has executed this Agreement as of the date written below

Signature: _____
Name: Michael J Tolick
Date: 1/3/23

APPENDIX C - INDIVIDUAL AND IRA INVESTOR SUBSCRIPTION AGREEMENT

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH STATE LAWS. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE PRIVATE PLACEMENT MEMORANDUM TO WHICH THIS

1. The Investor has carefully reviewed the Memorandum;

2. The Investor has been given a copy of the Company's Limited Liability Company Agreement, and has carefully reviewed the same to the extent that the Investor and the Investor's professional advisors have deemed necessary and prudent; and further understands that the Investor will be bound by it in its final form if its current form is not final.

3. The Investor has had an opportunity to consult with the Investor's tax, legal, financial, and business advisors regarding the provisions of the foregoing documents and each of the other agreements and documents referred to in the Memorandum;

4. Any questions regarding the Memorandum, the proposed business of the Company, the methods of operations of the Company, or the governing documents of either have been answered to the Investor's full satisfaction and the satisfaction of the Investor's tax, legal, financial, and business advisors; and

5. No oral or written statement or inducement contrary to the information set forth in the Memorandum has been made to the Investor by or on behalf of the Company, or if made, the Investor is not relying on any such information contrary to what is contained in the Memorandum

C. SUBSCRIPTION AND ACCEPTANCE

1. The Investor hereby subscribes for and agrees to purchase the Class A Preferred Units set forth on the signature page hereto for a subscription price of one dollar and ninety cents ($1.90) per Class A Preferred Unit. The aggregate purchase price for the Class A Preferred Units shall be made payable to the order of the Company by personal or certified check, wire transfer of immediately available funds, or other means approved by the Company, and shall be delivered together with executed copies of this Agreement and the other Subscription Documents to the Manager

2. The Investor hereby acknowledges that this Agreement may be rejected, in whole or in part, in the sole discretion of the Company prior to the termination date of this offering as defined in the Memorandum, notwithstanding prior receipt by the Investor of notice of acceptance of the Investor's subscription

3. This subscription is revocable until accepted by the Company. In the event the Company accepts this Agreement, the Company shall, upon receipt of the purchase price, deliver confirmation and/or other documents representing the Class A Preferred Units to the Investor. To revoke your proposed subscription, deliver written notice to the Company prior to the acceptance of your subscription and your funds will be returned. After acceptance, this Agreement is irrevocable.

4. The Company may only accept subscriptions from persons who meet certain suitability standards. Therefore, certain information is requested in the Suitability Questionnaires. In furnishing such information, the Investor acknowledges that the Company will be relying thereon in determining, among other things, whether there are reasonable grounds to believe that the Investor qualifies as an "accredited investor" under Rule 501(a) of the Securities Act for the purposes of the proposed investment.

5. The Class A Preferred Units will be issued under the definitive Limited Liability Company Agreement of the Company. The Investor hereby requests and authorizes the Company to enter the Investor's name in the books and records of the Company as a holder of the Class A Preferred Units.

6. The Class A Preferred Units to be issued on account of this Agreement shall be issued only in the name of the Investor, and the Investor agrees to comply with the terms of the Limited Liability Company Agreement of the Company and to execute any and all further documents necessary in connection with becoming a Member of the Company.

D. REPRESENTATIONS AND WARRANTIES

The Investor hereby represents and warrants to, and covenants with, the Company, existing investors, and all of the other purchasers of the Class A Preferred Units as follows:

1. The Investor, if a corporation, limited liability company, partnership, trust, or other entity, is duly organized, validly existing and in good standing under the laws of the state of its organization or incorporation, and is qualified to do business in every jurisdiction in which it is required to be so qualified.

2. The Investor has full power and authority to make the representations in this Agreement, to purchase the Class A Preferred Units pursuant to this Agreement and the Memorandum, and to execute and deliver this Agreement.

3. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the Memorandum, and the performance of the obligations hereunder will not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which the Investor is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation applicable to the Investor.

4. The Class A Preferred Units are being purchased for the Investor's own account, for investment purposes only, and not for the account of any other person (if the Investor is acquiring the Class A Preferred Units as a trustee, then the Class A Preferred Units are being purchased solely for the account of the trust), and not with a view to distribution, assignment, or resale to others or to fractionalization in whole or in part, and that the offering and sale of the Class A Preferred Units is intended to be exempt from registration under the Securities Act by virtue of Section 4(a)(2) and the provisions of Regulation D promulgated thereunder ("Regulation D"), and applicable state securities laws.

5. Unless otherwise disclosed to the Company, no other person has or will have a direct or indirect beneficial interest in the Class A Preferred Units, and the Investor will not sell, hypothecate, or otherwise transfer the Class A Preferred Units except in accordance with the Securities Act and applicable state securities laws or unless, in the opinion of counsel for the Company, an exemption from the registration requirements of the Securities Act and such laws is available.

6. The Company is under no obligation to register the Class A Preferred Units on behalf of the Investor or to assist the Investor in complying with any exemption from registration.

7. The Investor has been furnished with and has carefully read the Memorandum. In evaluating the suitability of an investment in the Company, the Investor has not relied upon any representations or other information (whether oral or written) from the Company, or any of its agents, other than as set forth in the Memorandum, and no oral or written representation or information has been made or furnished to the Investor or the Investor's advisors in connection with the offering of the Class A Preferred Units which is in any way inconsistent with the Memorandum, or if so, is not being relied upon by the Investor.

8. The Company has made available to the Investor all documents and information that the Investor has requested relating to an investment in the Company.

9. The Investor recognizes the Company has only recently been organized, that it has little financial or operating history and that an investment in the Company involves substantial risks, and the Investor is fully cognizant of and understands all of the risk factors related to the purchase of the Class A Preferred Units, including, but not limited to, those set forth under the "Risk Factors" section in the Memorandum. Accordingly, Investors understand that they could lose their entire investment in the Company and represent that they have the financial capacity to withstand the occurrence of such event.

10. The Investor has carefully considered and has, to the extent the Investor believes such discussion necessary, discussed the suitability of an investment in the Company for the Investor's particular tax and financial situation with the Investor's professional legal, tax, financial, and business advisors, and the Investor has determined that the Class A Preferred Units are a suitable investment for the Investor.

11. If the Investor is a pension plan, Individual Retirement Account, or other tax- exempt entity, the Investor is aware that it may be subject to federal income tax on any unrelated business taxable income from an investment in the Company.

12. All information which the Investor has provided to the Company concerning the Investor and the Investor's financial position is correct and complete as of the date set forth below, and if there should be any change in such information prior to the acceptance of this Agreement by the Company, the Investor will immediately provide such information to the Company.

13. The Investor, including its partners, members, and principal shareholders, (1) to the best of such persons' knowledge, is not in violation of any laws, executive orders or regulations relating to terrorism or money laundering, including Executive Order No. 13224 – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001 (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107 56) (the "USA Patriot Act"), enacted October 26, 2001, as amended, and the Investor has not been designated as a "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation, or transaction pursuant to the Executive Order, the USA Patriot Act or any other law, order, rule, or regulation; (2) is currently in compliance with and will remain in compliance with the Executive Order, the USA Patriot Act and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury, and any statute, executive order and other governmental action relating thereto; and (3) is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

14. The Investor, either alone or together with its purchaser representative, has such knowledge and experience in financial and business matters in general, and financial and business matters relating to the Company's proposed business in particular, that the Investor is capable of evaluating the merits and risks of an investment in the Class A Preferred Units.

15. The Investor: (1) does not have an overall commitment to investments which are not readily marketable that is disproportionate to the Investor's net worth, and the Investor's investment in the Class A Preferred Units will not cause such overall commitment to become excessive; and (2) has adequate net worth and means of providing for the Investor's current needs and personal contingencies to sustain a complete loss of the Investor's investment in the Class A Preferred Units.

16. The Investor understands that the failure to complete and return the attached IRS Form W-9 to the Company in accordance with the instructions thereon may result in the imposition of backup withholding of any payment made in respect of the Class A Preferred Units.

17. The Investor is fully aware of any and all restrictions imposed by the Company on the further distribution, transfer or resale of the Class A Preferred Units.

18. The Investor was not organized for the purpose of acquiring the Class A Preferred Units.

19. The Investor is a bona fide resident of the State of Ohio or _____ (insert state if other than Ohio).

20. The Investor is authorizing Rocks Management, LLC (the "Manager") to execute the Company's Limited Liability Company Agreement on behalf of the Investor and that the Investor agrees to sign this Subscription Agreement and other Subscription Documents manually or if so requested, electronically, in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees to be bound as if manually signed.

The foregoing representations and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the acceptance hereof by the Company and shall survive thereafter. If such representations and warranties shall not be true and accurate in any respect, the Investor will, prior to such acceptance, give written notice of such fact to the Company specifying which representations and warranties are not true and accurate and the reasons therefor.

E. ACCREDITED AND NON-ACCREDITED INVESTOR STATUS

The Investor represents and warrants that the Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D ("Accredited Investor"), or, if not an Accredited Investor, the Investor either alone or with the Investor's purchaser representative(s) has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the prospective investments. To be an Investor in the Company, the Investor must be one of the following (please initial the appropriate line or lines):

AT ___ A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000, excluding the value of the primary residence of such person(s);

AT ___ A natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year,

_____ A director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner or manager of that issuer, or

____ None of the above, but I have, either alone or with my purchaser representative(s), such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of the prospective investments.

F. DISQUALIFYING EVENTS

The Investor represents and warrants that the Investor has not been subject to any disqualifying event specified in Rule 506(d) of the Securities Act and is not subject to any proceeding or event that could result in any such disqualifying event. The Investor agrees to immediately notify the Company in writing if the Investor becomes subject to a disqualifying event at any date after the date hereof.

For purposes of this Section, reference to "Investor" shall include any person whose interest in, or relationship to, the Investor is deemed to make such person a beneficial owner of the Company's securities under Rule 13d-3 of the Securities Exchange Act of 1934, as amended, and within the meaning of Rule 506(d) of Regulation D. Under Rule 13d-3, a person is a beneficial owner of a security if such person, among other things, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, has or shares, or is deemed to have or share: (1) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (2) investment power, which includes the power to dispose, or to direct the disposition of, such security.

1 The investor is subject to a disqualifying event under Rule 506(d) of the Securities Act if the investor:

(a) has been convicted within ten years (or five years,in the case of the Company,its predecessors and affiliated issuers) of the date hereof of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC, or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(b) is subject to any order,judgment or decree of any court of competent jurisdiction entered within five years of the date hereof that presently restrains or enjoins the subscriber from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(c) is subject to a final order astate securities commission(or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate

federal banking agency; the Commodity Futures Trading Commission; or the National Credit Union Administration that: (i) as of the date hereof, bars the investor from (A) association with an entity regulated by such commission, authority, agency or officer, (B) engaging in the business of securities, insurance or banking or (C) engaging in savings association or credit union activities, or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years of the date hereof;

(d) is subject to any order of the SEC pursuant to Section15(b) or 15B(c) of the Exchange Actor Section 203(e) or (f) of the Investment Advisers Act that as of the date hereof (i) suspends or revokes the investor's registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on the activities, functions or operations of the investor or (iii) bars the investor from being associated with any entity or from participating in the offering of any penny stock;

(e) is subject to any order of the SEC entered within five years of the date hereof,that,on the date hereof, orders the investor to cease and desist from committing or causing a violation of or future violation of: any scienter- based anti-fraud provision of the federal securities laws or (ii) Section 5 of the Securities Act;

(f) is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(g) has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years of the date hereof, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, on the date hereof, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issue; or

(h) is subject to a United States Postal Service false representation order entered within five years of the date hereof, or is, as of the date hereof, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

The Investor hereby represents that the information contained in this Section F is complete and accurate on the date hereof and may be relied upon by the Company and that the Investor will notify the Company immediately of any change in any of such information.

G. INDEMNIFICATION

The Investor shall indemnify and hold harmless the Company, the Manager, or the Company or Manager's members, officers, employees, control persons, attorneys, other professionals and others with similar position or duties (and any of such person's similar persons if such person is an entity) (all of the foregoing "Indemnified Persons"): (1) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any actual or alleged misrepresentation or misstatement of facts or omissions to represent or state facts made by the Investor to the Company concerning the Investor or the Investor's financial position in connection with the offering or sale of the Class A Preferred Units; or (2) any unsuccessful claim by the Investor against any Indemnified Person. Indemnification shall be against losses, liabilities and expenses, including, but not limited to, attorneys' fees, judgments, fines and amounts paid in settlement, expenses, as actually and reasonably incurred by any Indemnified Person. In the event of any claim of indemnification by the Company (or by any Indemnified Persons) against the Investor, the Company shall be entitled to set off any such amounts due under this indemnification section against any income, capital or other accounts of the Investor with the Company, and in advance of setting off or after a demand for indemnification has been made by an Indemnified Person against the Investor, the Investor agrees the Company may freeze the Investor's accounts, pending further order pursuant to the Resolution of Disputes Section.

H. POWER OF ATTORNEY

The Investor hereby designates, constitutes and appoints the Manager of the Company and any successor manager to the Company as the Investor's true and lawful attorney-in-fact ("Attorney-in-Fact") and in the Investor's name, place and stead, to make, execute, sign, acknowledge, and file all documents requisite to carry out the intention and purpose of this Agreement, including, without limitation, joinder to the Company's Limited Liability Company Agreement and any amendments to the Company's Limited Liability Company Agreement in accordance with its terms or the terms of this Agreement or in accordance with the Company's Limited Liability Company Agreement. The Investor agrees that the Attorney-in-Fact may sign any document manually or electronically in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees the Investor is bound as if Investor had manually or electronically signed such documents. If the Investor signs this Subscription Agreement electronically the Investor agrees the Investor is bound as if manually signed. Representation and Warranty of the Investor (20) above is confirmed to be within the authority of this Power of Attorney. The Investor accepts all such amendments.

The Investor acknowledges and agrees that the foregoing power of attorney is irrevocable and is coupled with an interest, and will survive the disability of the Investor. The Investor will be

bound by any representations made by the Attorney-in-Fact acting pursuant to this power of attorney, and hereby waives any and all defenses which may be available to contest, negate, or disaffirm the action of the Attorney-in-Fact taken under this power of attorney. The Investor acknowledges that the foregoing power of attorney is separate and in addition to the power of attorney granted in the Company's Limited Liability Company Agreement.

I. MISCELLANEOUS

1. Acknowledgement and Consent. The Investor acknowledges and consents (and if necessary, fully agrees) that Joseph D. Carney & Associates, LLC, an Ohio limited liability company, ("JDCA") has acted as legal counsel to the Company, the Manager, Kevin Wojtonand/or all other related individuals or entities mentioned in the Memorandum or which may be involved with the business of the Company, or which may be organized or operated in the future. JDCA services have been in connection with this offering of Class A Preferred Units and related or unrelated matters. The Investor understands that JDCA is not representing the Investor as an attorney (or in any other fashion) expressly or in any implied fashion in connection with the offering or in any manner or matter and that the Investor has been repeatedly encouraged to seek independent legal counsel and consult the Investor's other advisers with respect to its subscription in the Class A Preferred Units. The Investor understands that the Investor has indemnified JDCA and its attorneys and personnel pursuant to the indemnification provisions herein and may indemnify them under the Company's Limited Liability Company Agreement. The Investor waives any concept of conflict associated with JDCA representing all of such entities, affiliates, related persons etc. now or in the future and consents to all such actions and activities or non- activities. The Investor understands that attorneys at JDCA may have been with other law firms and may have represented these entities or persons via such firms (and their attorneys) and all of such other firms (and their attorneys) are included within this acknowledgement and consent.

2. Construction. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, singular, or plural as the identity of the person or persons may require.

3. Modification/Amendment. Neither this Agreement nor any provisions hereof shall be waived, modified, changed, discharged, terminated, revoked, or cancelled except by an instrument in writing signed by the party against whom any change, discharge, or termination is sought.

4. Notices. Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when personally delivered or sent by registered mail, return receipt requested, addressed to the other party at the address of such party set forth in the Memorandum, as amended from time to time, or, in the case of the Investor, at the address

provided in this Agreement, or to such other address furnished by notice given in accordance with this Section I. Any notices to the Investor may be given by regular mail and may be given by electronic means including emails.

5. Waiver. Failure of the Company to exercise any right or remedy under this Agreement or any other agreement between the Company and the Investor, or otherwise, or any delay by the Company in exercising such right or remedy, will not operate as a waiver thereof. No waiver by the Company will be effective unless and until it is in writing and signed by the Company.

6. Governing Law. This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Ohio, as such laws are applied by Ohio courts to agreements entered into and to be performed in Ohio and shall be binding upon the Investor, the Investor's heirs, estate, legal representatives, successors, and assigns, and shall inure to the benefit of the Company and its successors and assigns.

7. Resolution of Disputes Section. All claims you bring against the Company, the Manager, any of its or his affiliates, or any Indemnified Person must be resolved in accordance with this Resolution of Disputes Section. All claims, disputes and controversies between or among you and any Indemnified Person, or among any of the Members, must be resolved by arbitration as provided herein, but any litigation, if any, must occur in a court located in Cuyahoga County, Ohio, or in the United States District Court for the Northern District for Ohio, Eastern Division, if federal jurisdiction exists.

Any Indemnified Person against whom a claim is made may at its or their option demand the initiating party dismiss the court litigation and instead initiate an AAA arbitration pursuant to these provisions and pursuant to the commercial rules for management and for proceedings in Cuyahoga County, Ohio. Any party initiating litigation shall dismiss or stay such action and initiate the AAA arbitration pursuant to these provisions and the commercial rules.

8. Severability. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

9. Entire Agreement. This Agreement, the Subscription Documents, the Memorandum, and the Company's Limited Liability Company Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous representations, warranties, agreements and understandings in connection therewith.

10. Electronic Communication. At the option of the Company, I agree to electronic communications with the Company pursuant to the Company's current electronic communication policy

CLEVELAND ROCKS HOLDING LLC SUBSCRIPTION AGREEMENT SIGNATURE PAGE

This page constitutes the signature page for the Agreement. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send the Company written confirmation of such change; (3) the Investor is not subject to a disqualifying event as set forth in Rule 506(d) of Regulation D; and (4) the Investor agrees to sign this Subscription Agreement, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed, or may sign manually by pen and ink. The Investor hereby certifies that the Investor has read and understands the Memorandum, the Limited Liability Company Agreement and this Agreement.

| signatures purposefully put on a separate page |

IN WITNESS WHEREOF, the Investor has executed this Agreement this 2 day of Feb, in the year 2023

11.75

Number of Class A Preferred Units Subscribed for (at ~~$1.00~~/ Class A Preferred Unit).
28,571

Total Purchase Price: $50,000

Name of Purchaser: Michael J. Tilch

Signature:

01/02/2024

10. Electronic Communication. At the option of the Company, I agree to electronic communications with the Company pursuant to the Company's current electronic communication policy.

CLEVELAND ROCKS HOLDING LLC SUBSCRIPTION AGREEMENT SIGNATURE PAGE

This page constitutes the signature page for the Agreement. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send the Company written confirmation of such change; (3) the Investor is not subject to a disqualifying event as set forth in Rule 506(d) of Regulation D; and (4) the Investor agrees to sign this Subscription Agreement, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed, or may sign manually by pen and ink. The Investor hereby certifies that the Investor has read and understands the Memorandum, the Limited Liability Company Agreement and this Agreement.

[signatures purposefully put on a separate page]

IN WITNESS WHEREOF, the Investor has executed this Agreement this _____ day of _____, in the year _____.

Number of Class A Preferred Units Subscribed for (at $1.90/ Class A Preferred Unit):
28,571 (discounted to 1.75/share)

Total Purchase Price: 50,000

Name of Purchaser: Michael J. Tokich

Signature: _____

01 / 31 / 2022

Copy

CLEVELAND ROCKS HOLDING, LLC

INDIVIDUAL AND IRA INVESTOR SUBSCRIPTION BOOKLET

Instructions
Investor Questionnaire
Subscription Agreement
Internal Revenue Service Form W-9
Consent for Electronic Transactions, Records, and Signatures

INDEX TO SUBSCRIPTION BOOKLET

APPENDIX A
INSTRUCTIONS TO SUBSCRIPTION BOOKLET

CLEVELAND ROCKS HOLDING, LLC
INSTRUCTIONS TO SUBSCRIPTION BOOKLET

Cleveland Rocks Holding, LLC, an Ohio limited liability company (the "Company"), is delivering this subscription booklet ("Subscription Booklet") to you in connection with its offer and sale of its Class A Preferred Membership Interests of the Company ("Class A Preferred Units") pursuant to the terms set forth in the confidential private placement memorandum ("Memorandum"). Each investor desiring to purchase Class A Preferred Units ("Investor" or "Potential Investor") must complete and deliver an originally executed copy of the documents in this Subscription Booklet, which shall consist of the following: (1) a completed and executed individual and IRA investor suitability questionnaire ("Suitability Questionnaire"); (2) a completed and executed individual and IRA investor subscription agreement ("Agreement"); and (3) a completed and executed IRS Form W-9 (collectively referred to as the "Subscription Documents"). Each of the Subscription Documents may be electronically signed in accordance with applicable state and federal electronic signature acts and in so doing each Investor agrees to be bound as if manually signed. They may also be manually signed.

Investors must also deliver, if requested by the Company, additional documentation to establish the suitability of the Investor and to ensure compliance with federal and state securities laws applicable to the offering.

All information supplied in the Subscription Documents should be typed or printed in ink. You must carefully read the Subscription Documents prior to execution. If there is anything in the Subscription Documents that you do not understand, you are encouraged to seek clarification from the Company.

Suitability Questionnaire:

The Suitability Questionnaire is the document which provides the Company with necessary information that allows it to determine whether you meet certain suitability requirements for the offer and sale of the Class A Preferred Units. The information contained in the Suitability Questionnaire also assists the Company in determining whether the Class A Preferred Units are exempt from registration under applicable state and federal securities laws.

Please answer all questions in the Suitability Questionnaire. Once completed, please sign and date the signature page.

Subscription Agreement:

The subscription agreement is the document by which you subscribe for the Class A Preferred Units in the Company and make representations indicating that you are qualified to hold the Class A Preferred Units.

In completing the Agreement, **please fill out the documents completely in the applicable spaces to insert responsive information**. In addition, please fill in the information on the

signature page with the number of Class A Preferred Units you wish to subscribe for and the total purchase price. Finally, please sign and date the signature page to the Agreement.

IRS Form W-9:

The IRS Form W-9 allows the Company to obtain your taxpayer identification number so that it may prepare or cause to be prepared a partnership return in accordance with applicable tax laws. Please complete, sign, and date the form (**Note** – do not send the form to the IRS).

Delivery of Subscription Booklets:

Completed Subscription Booklets, along with your payment for the Class A Preferred Units, should be delivered to the Company on or before the Offering Termination Date (as defined in the Memorandum) to the following address:

Cleveland Rocks Holding, LLC
Attn: Kevin Wojton
1236 Ford Rd.,
Lyndhurst, OH 44124
Email: kfwojton@gmail.com
Phone: (423) 598-6668

If your subscription is not accepted, the Subscription Documents shall have no force or effect. If your subscription is accepted, however, a copy of the accepted Subscription Documents by the Company will be returned to you for your records.

For additional information concerning subscriptions or the Subscription Booklets, you should contact Kevin Wojton, the Company's Manager at the contact information provided above.

[Remainder of Page Intentionally Blank]

APPENDIX B
INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE

CLEVELAND ROCKS HOLDING, LLC
INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE

Cleveland Rocks Holding, LLC, an Ohio limited liability company, intends to offer to suitable and qualified investors the opportunity to invest in Class A Preferred Units in the Company for a subscription price of One Dollar ($1.00) per Class A Preferred Unit. Prior to investing in the Company, each Potential Investor must be qualified as to its ability to undertake an investment in the Company and its capacity to evaluate its merits and risks. The Company will rely upon the accuracy and completeness of the information provided herein, and any other information it possesses, to establish that the issuance of the Class A Preferred Units is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws. Accordingly, the Company requires that each Potential Investor complete, execute, and date the following questionnaire.

IF THE POTENTIAL INVESTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, TRUST OR OTHER ENTITY, PLEASE COMPLETE THE SUITABILITY QUESTIONNAIRE TITLED "ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE" FOR THE ENTITY/TRUST AND COMPLETE THIS "INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE" FOR EACH MEMBER, PARTNER, SHAREHOLDER, OR BENEFICIARY OF SUCH ENTITY/TRUST. PLEASE CONTACT THE COMPANY IF THERE IS A LARGE NUMBER OF SUCH INDIVIDUALS TO DISCUSS IF THAT IS AN ISSUE FOR YOU.

THIS QUESTIONNAIRE IS NOT AN OFFER TO SELL, A SOLICITATION OF AN OFFER TO BUY, OR A SALE OF THE CLASS A PREFERREDUNITS.

INDIVIDUAL AND IRA INVESTORS

(1) Name: MARK Shee Janice Shee

(2) Age: REDACT REDACT

(3) Residence Address: 4547 Pimlico circle
medina OH 44256

(4) Business Address: _____

(5) To which address should notices be sent? Residence

(6) Home Phone: REDACT

(7) Business Phone: REDACT

(8) Email Address: REDACT

(9) Social Security No. or Tax I.D. No. (required for IRS Form W-9: REDACT
You must also submit the Form W-9.

(10) Ohio (or other state) Driver's License No.: REDACT

If none, other evidence of state residence: _____

(11) I am an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. (See subscription agreement for definitions) (please circle)(The Company is permitted an unlimited number of accredited investors and up to 35 non accredited investors for your information.)

Yes No

(12) Do you feel you have sufficient knowledge of investments in general, and investments similar to the Company in particular, to evaluate the risks associated with investing in the Company? (please circle answer)

Yes No

(13) Does the Company understand from its discussions and interactions with you that you have experience in private placements and have you discussed these experiences with the Company?(please circle answer)

Yes No

(14) Do you understand that there will be substantial restrictions on your ability to resell any Class A Preferred Unit in the Company you purchase and that, in any event, you will not be able to resell any Class A Preferred Units in the Company you purchase unless an exemption from registration is available under the federal securities laws and applicable state securities laws? (please circle answer)

Yes No

(15) Is your overall commitment to investments which are not readily marketable excessive in view of your net worth and financial circumstances? (please circle answer)

Yes No

(16) Would the purchase of the Class A Preferred Units of the Company cause your overall commitment to investments which are not readily marketable excessive? (please circle answer)

Yes No

(17) If you answered "yes" to question 16, do you acknowledge that you have the financial wherewithal and sophistication to withstand such excessive commitment? (please circle answer)

Yes No

[Remainder of Page Intentionally Blank; Signature Page Follows]

CLEVELAND ROCKS HOLDING, LLC
INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE SIGNATURE PAGE

This page constitutes the signature page for the Suitability Questionnaire. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the Company's acceptance of the subscription and will promptly send the Company written confirmation of such change; and (3) the Investor agrees to sign this Suitability Questionnaire, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed.

IN WITNESS WHEREOF, the Investor has executed this Agreement as of the date written below.

Signature Mark E Shee Janice I Shee — Date 1/19/2018

Please Print Name: Mark E. Shee Janice I Shee — PPM #: _____

APPENDIX C
INDIVIDUAL AND IRA INVESTOR SUBSCRIPTION AGREEMENT

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH STATE LAWS. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE PRIVATE PLACEMENT MEMORANDUM TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

AN INVESTOR SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION AND, THEREFORE, CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THERE IS NO OBLIGATION OF THE COMPANY TO REGISTER THE SECURITIES UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION. TRANSFER OF THE SECURITIES IS ALSO RESTRICTED BY THE TERMS OF THE OPERATING AGREEMENT RELATING THERETO.

CLEVELAND ROCKS HOLDING, LLC
INDIVIDUAL AND IRA INVESTOR SUBSCRIPTION AGREEMENT

This Agreement is entered into by and between Cleveland Rocks Holding, LLC, an Ohio limited liability company, and the undersigned Prospective Investor in connection with the Investor's purchase of the Class A Preferred Units in the Company pursuant to the Memorandum for the Company, which shall include all exhibits and any amendments thereof and supplements thereto.

In consideration of the Company's agreement to accept the Investor as a Member of the Company upon the terms and conditions set forth herein, pursuant to the Limited Liability Company Agreement of the Company (signed by the Investor via the Power of Attorney contained in this Agreement) and as further set forth in the Memorandum, the Investor agrees, represents and warrants as follows:

A. DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, all of the capitalized words in this Agreement will have the meanings set forth in the provisions of this Agreement in which they first appear, or, if not defined in this Agreement, such words will have the meanings set forth in the instructions to this Subscription Booklet or the Memorandum, which shall include all exhibits and any amendments thereof and supplements thereto.

B. ACKNOWLEDGEMENTS

The Investor hereby acknowledges, agrees, represents, and warrants that:

1. The Investor has carefully reviewed the Memorandum;

2. The Investor has been given a copy of the Company's Limited Liability Company Agreement, and has carefully reviewed the same to the extent that the Investor and the Investor's professional advisors have deemed necessary and prudent; and further understands that the Investor will be bound by it in its final form if its current form is not final.

3. The Investor has had an opportunity to consult with the Investor's tax, legal, financial, and business advisors regarding the provisions of the foregoing documents and each of the other agreements and documents referred to in the Memorandum;

4. Any questions regarding the Memorandum, the proposed business of the Company, the methods of operations of the Company, or the governing documents of either have been answered to the Investor's full satisfaction and the satisfaction of the Investor's tax, legal, financial, and business advisors; and

5. No oral or written statement or inducement contrary to the information set forth in the Memorandum has been made to the Investor by or on behalf of the Company, or if made, the Investor is not relying on any such information contrary to what is contained in the Memorandum.

C. SUBSCRIPTION AND ACCEPTANCE

1. The Investor hereby subscribes for and agrees to purchase the Class A Preferred Units set forth on the signature page hereto for a subscription price of One Dollars ($1.00) per Class A Preferred Unit. The aggregate purchase price for the Class A Preferred Units shall be made payable to the order of the Company by personal or certified check, wire transfer of immediately available funds, or other means approved by the Company, and shall be delivered together with executed copies of this Agreement and the other Subscription Documents to:

Cleveland Rocks Holding, LLC
Attn: Kevin Wojton, Manager
1236 Ford Rd.,
Lyndhurst, OH 44124
Email: kfwojton@gmail.com
Phone: (423) 598-6668

2. The Investor hereby acknowledges that this Agreement may be rejected, in whole or in part, in the sole discretion of the Company prior to the termination date of this offering as defined in the Memorandum, notwithstanding prior receipt by the Investor of notice of acceptance of the Investor's subscription

3. This subscription is revocable until accepted by the Company. In the event the Company accepts this Agreement, the Company shall, upon receipt of the purchase price, deliver confirmation and/or other documents representing the Class A Preferred Units to the Investor. To revoke your proposed subscription, deliver written notice to the Company prior to the acceptance of your subscription and your funds will be returned. After acceptance, this Agreement is irrevocable.

4. The Company may only accept subscriptions from persons who meet certain suitability standards. Therefore, certain information is requested in the Suitability Questionnaires. In furnishing such information, the Investor acknowledges that the Company will be relying thereon in determining, among other things, whether there are reasonable grounds to believe that the Investor qualifies as an "accredited investor" under Rule 501(a) of the Securities Act for the purposes of the proposed investment.

5. The Class A Preferred Units will be issued under the definitive Limited Liability Company Agreement of the Company. The Investor hereby requests and authorizes the Company to enter the Investor's name in the books and records of the Company as a holder of the Class A Preferred Units.

6. The Class A Preferred Units to be issued on account of this Agreement shall be issued only in the name of the Investor, and the Investor agrees to comply with the terms of the Limited Liability Company Agreement of the Company and to execute any and all further documents necessary in connection with becoming a Member of the Company.

D. REPRESENTATIONS AND WARRANTIES

The Investor hereby represents and warrants to, and covenants with, the Company, existing investors, and all of the other purchasers of the Class A Preferred Units as follows:

1. The Investor, if a corporation, limited liability company, partnership, trust, or other entity, is duly organized, validly existing and in good standing under the laws of the state of its organization or incorporation, and is qualified to do business in every jurisdiction in which it is required to be so qualified.

2. The Investor has full power and authority to make the representations in this Agreement, to purchase the Class A Preferred Units pursuant to this Agreement and the Memorandum, and to execute and deliver this Agreement.

3. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the Memorandum, and the performance of the obligations hereunder will not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which the Investor is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation applicable to the Investor.

4. The Class A Preferred Units are being purchased for the Investor's own account, for investment purposes only, and not for the account of any other person (if the Investor is acquiring the Class A Preferred Units as a trustee, then the Class A Preferred Units are being purchased solely for the account of the trust), and not with a view to distribution, assignment, or resale to others or to fractionalization in whole or in part, and that the offering and sale of the Class A Preferred Units is intended to be exempt from registration under the Securities Act by virtue of Section 4(a)(2) and the provisions of Regulation D promulgated thereunder ("Regulation D"), and applicable state securities laws.

5. Unless otherwise disclosed to the Company, no other person has or will have a direct or indirect beneficial interest in the Class A Preferred Units, and the Investor will not sell, hypothecate, or otherwise transfer the Class A Preferred Units except in accordance with the Securities Act and applicable state securities laws or unless, in the opinion of counsel for the Company, an exemption from the registration requirements of the Securities Act and such laws is available.

6. The Company is under no obligation to register the Class A Preferred Units on behalf of the Investor or to assist the Investor in complying with any exemption from registration.

7. The Investor has been furnished with and has carefully read the Memorandum. In evaluating the suitability of an investment in the Company, the Investor has not relied upon any representations or other information (whether oral or written) from the Company, or any of its agents, other than as set forth in the Memorandum, and no oral or written representation or information has been made or furnished to the Investor or the Investor's advisors in connection with the offering of the Class A Preferred Units which is in any way inconsistent with the Memorandum, or if so, is not being relied upon by the Investor.

8. The Company has made available to the Investor all documents and information that the Investor has requested relating to an investment in the Company.

9. The Investor recognizes the Company has only recently been organized, that it has little financial or operating history and that an investment in the Company involves substantial risks, and the Investor is fully cognizant of and understands all of the risk factors related to the purchase of the Class A Preferred Units, including, but not limited to, those set forth under the "Risk Factors" section in the Memorandum. Accordingly, Investors understand that they could lose their entire investment in the Company and represent that they have the financial capacity to withstand the occurrence of such event.

10. The Investor has carefully considered and has, to the extent the Investor believes such discussion necessary, discussed the suitability of an investment in the Company for the Investor's particular tax and financial situation with the Investor's professional legal, tax, financial, and business advisors, and the Investor has determined that the Class A Preferred Units are a suitable investment for the Investor.

11. If the Investor is a pension plan, Individual Retirement Account, or other tax-exempt entity, the Investor is aware that it may be subject to federal income tax on any unrelated business taxable income from an investment in the Company.

12. All information which the Investor has provided to the Company concerning the Investor and the Investor's financial position is correct and complete as of the date set forth below, and if there should be any change in such information prior to the acceptance of this Agreement by the Company, the Investor will immediately provide such information to the Company.

13. The Investor, including its partners, members, and principal shareholders, (1) to the best of such persons' knowledge, is not in violation of any laws, executive orders or regulations relating to terrorism or money laundering, including Executive Order No. 13224 – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001 (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107 56) (the "USA Patriot Act"), enacted October 26, 2001, as amended, and the Investor has not been designated as a "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation, or transaction pursuant to the Executive Order, the USA Patriot Act or any other law, order, rule, or regulation; (2) is currently in compliance with and will remain in compliance with the Executive Order, the USA Patriot Act and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury, and any statute, executive order and other governmental action relating thereto; and (3) is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

14. The Investor, either alone or together with its purchaser representative, has such knowledge and experience in financial and business matters in general, and financial and business matters relating to the Company's proposed business in particular, that the Investor is capable of evaluating the merits and risks of an investment in the Class A Preferred Units.

15. The Investor: (1) does not have an overall commitment to investments which are not readily marketable that is disproportionate to the Investor's net worth, and the Investor's investment in the Class A Preferred Units will not cause such overall commitment to become excessive; and (2) has adequate net worth and means of providing for the Investor's current needs and personal contingencies to sustain a complete loss of the Investor's investment in the Class A Preferred Units.

16. The Investor understands that the failure to complete and return the attached IRS Form W-9 to the Company in accordance with the instructions thereon may result in the imposition of backup withholding of any payment made in respect of the Class A Preferred Units.

17. The Investor is fully aware of any and all restrictions imposed by the Company on the further distribution, transfer or resale of the Class A Preferred Units.

18. The Investor was not organized for the purpose of acquiring the Class A Preferred Units.

19. **The Investor is a *bona fide* resident of the State of Ohio or _____ (insert state if other than Ohio).**

20. The Investor is authorizing Rocks Management, LLC (the "Manager") to execute the Company's Limited Liability Company Agreement on behalf of the Investor and that the Investor agrees to sign this Subscription Agreement and other Subscription Documents manually or if so requested, electronically, in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees to be bound as if manually signed.

The foregoing representations and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the acceptance hereof by the Company and shall survive thereafter. If such representations and warranties shall not be true and accurate in any respect, the Investor will, prior to such acceptance, give written notice of such fact to the Company specifying which representations and warranties are not true and accurate and the reasons therefor.

E. ACCREDITED AND NON-ACCREDITED INVESTOR STATUS

The Investor represents and warrants that the Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D ("Accredited Investor"), or, if not an Accredited Investor, the Investor either alone or with the Investor's purchaser representative(s) has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the prospective investments. To be an Investor in the Company, the Investor must be one of the following (please initial the appropriate line or lines):

X A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000, excluding the value of the primary residence of such person(s);

_____ A natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

_____ A director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner or manager of that issuer; or

_____ None of the above, but I have, either alone or with my purchaser representative(s), such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of the prospective investments.

F. DISQUALIFYING EVENTS

The Investor represents and warrants that the Investor has not been subject to any disqualifying event specified in Rule 506(d) of the Securities Act and is not subject to any proceeding

or event that could result in any such disqualifying event.[1] The Investor agrees to immediately notify the Company in writing if the Investor becomes subject to a disqualifying event at any date after the date hereof.

For purposes of this Section, reference to "Investor" shall include any person whose interest in, or relationship to, the Investor is deemed to make such person a beneficial owner of the Company's securities under Rule 13d-3 of the Securities Exchange Act of 1934, as amended, and within the meaning of Rule 506(d) of Regulation D. Under Rule 13d-3, a person is a beneficial owner of a security if such person, among other things, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, has or shares, or is deemed to have or share: (1) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (2) investment power, which includes the power to dispose, or to direct the disposition of, such security.

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[1] The investor is subject to a disqualifying event under Rule 506(d) of the Securities Act if the investor:

(a) has been convicted within ten years (or five years, in the case of the Company, its predecessors and affiliated issuers) of the date hereof of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC, or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(b) is subject to any order, judgment or decree of any court of competent jurisdiction entered within five years of the date hereof that presently restrains or enjoins the subscriber from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(c) is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the Commodity Futures Trading Commission; or the National Credit Union Administration that: (i) as of the date hereof, bars the investor from (A) association with an entity regulated by such commission, authority, agency or officer, (B) engaging in the business of securities, insurance or banking or (C) engaging in savings association or credit union activities, or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years of the date hereof;

(d) is subject to any order of the SEC pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act that as of the date hereof (i) suspends or revokes the investor's registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on the activities, functions or operations of the investor or (iii) bars the investor from being associated with any entity or from participating in the offering of any penny stock;

(e) is subject to any order of the SEC entered within five years of the date hereof, that, on the date hereof, orders the investor to cease and desist from committing or causing a violation of or future violation of: any scienter-based anti-fraud provision of the federal securities laws or (ii) Section 5 of the Securities Act;

(f) is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(g) has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years of the date hereof, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, on the date hereof, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issue; or

(h) is subject to a United States Postal Service false representation order entered within five years of the date hereof, or is, as of the date hereof, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

The Investor hereby represents that the information contained in this Section F is complete and accurate on the date hereof and may be relied upon by the Company and that the Investor will notify the Company immediately of any change in any of such information.

G. INDEMNIFICATION

The Investor shall indemnify and hold harmless the Company, the Manager, or the Company or Manager's members, officers, employees, control persons, attorneys, other professionals and others with similar position or duties (and any of such person's similar persons if such person is an entity) (all of the foregoing "Indemnified Persons"): (1) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any actual or alleged misrepresentation or misstatement of facts or omissions to represent or state facts made by the Investor to the Company concerning the Investor or the Investor's financial position in connection with the offering or sale of the Class A Preferred Units; or (2) any unsuccessful claim by the Investor against any Indemnified Person. Indemnification shall be against losses, liabilities and expenses, including, but not limited to, attorneys' fees, judgments, fines and amounts paid in settlement, expenses, as actually and reasonably incurred by any Indemnified Person. In the event of any claim of indemnification by the Company (or by any Indemnified Persons) against the Investor, the Company shall be entitled to set off any such amounts due under this indemnification section against any income, capital or other accounts of the Investor with the Company, and in advance of setting off or after a demand for indemnification has been made by an Indemnified Person against the Investor, the Investor agrees the Company may freeze the Investor's accounts, pending further order pursuant to the Resolution of Disputes Section.

H. POWER OF ATTORNEY

The Investor hereby designates, constitutes and appoints the Manager of the Company and any successor manager to the Company as the Investor's true and lawful attorney-in-fact ("Attorney-in-Fact") and in the Investor's name, place and stead, to make, execute, sign, acknowledge, and file all documents requisite to carry out the intention and purpose of this Agreement, including, without limitation, joinder to the Company's Limited Liability Company Agreement and any amendments to the Company's Limited Liability Company Agreement in accordance with its terms or the terms of this Agreement or in accordance with the Company's Limited Liability Company Agreement. The Investor agrees that the Attorney-in-Fact may sign any document manually or electronically in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees the Investor is bound as if Investor had manually or electronically signed such documents. If the Investor signs this Subscription Agreement electronically the Investor agrees the Investor is bound as if manually signed. Representation and Warranty of the Investor (20) above is confirmed to be within the authority of this Power of Attorney. The Investor accepts all such amendments.

The Investor acknowledges and agrees that the foregoing power of attorney is irrevocable and is coupled with an interest, and will survive the disability of the Investor. The Investor will be bound by any representations made by the Attorney-in-Fact acting pursuant to this power of attorney, and

hereby waives any and all defenses which may be available to contest, negate, or disaffirm the action of the Attorney-in-Fact taken under this power of attorney. The Investor acknowledges that the foregoing power of attorney is separate and in addition to the power of attorney granted in the Company's Limited Liability Company Agreement.

I. MISCELLANEOUS

1. *Acknowledgement and Consent.* The Investor acknowledges and consents (and if necessary, fully agrees) that Joseph D. Carney & Associates, LLC, an Ohio limited liability company, ("JDCA") has acted as legal counsel to the Company, the Manager, Kevin Wojtonand/or all other related individuals or entities mentioned in the Memorandum or which may be involved with the business of the Company, or which may be organized or operated in the future. JDCA services have been in connection with this offering of Class A Preferred Units and related or unrelated matters. The Investor understands that JDCA is **not** representing the Investor as an attorney (or in any other fashion) expressly or in any implied fashion in connection with the offering or in any manner or matter and that the Investor has been repeatedly encouraged to seek independent legal counsel and consult the Investor's other advisers with respect to its subscription in the Class A Preferred Units. The Investor understands that the Investor has indemnified JDCA and its attorneys and personnel pursuant to the indemnification provisions herein and may indemnify them under the Company's Limited Liability Company Agreement. The Investor waives any concept of conflict associated with JDCA representing all of such entities, affiliates, related persons etc. now or in the future and consents to all such actions and activities or non-activities. The Investor understands that attorneys at JDCA may have been with other law firms and may have represented these entities or persons via such firms (and their attorneys) and all of such other firms (and their attorneys) are included within this acknowledgement and consent.

2. *Construction.* All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, singular, or plural as the identity of the person or persons may require.

3. *Modification/Amendment.* Neither this Agreement nor any provisions hereof shall be waived, modified, changed, discharged, terminated, revoked, or cancelled except by an instrument in writing signed by the party against whom any change, discharge, or termination is sought.

4. *Notices.* Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when personally delivered or sent by registered mail, return receipt requested, addressed to the other party at the address of such party set forth in the Memorandum, as amended from time to time, or, in the case of the Investor, at the address provided in this Agreement, or to such other address furnished by notice given in accordance with this Section I. Any notices to the Investor may be given by regular mail and may be given by electronic means including emails.

5. *Waiver.* Failure of the Company to exercise any right or remedy under this Agreement or any other agreement between the Company and the Investor, or otherwise, or any delay by the Company in exercising such right or remedy, will not operate as a waiver thereof. No

waiver by the Company will be effective unless and until it is in writing and signed by the Company.

6. *Governing Law.* This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Ohio, as such laws are applied by Ohio courts to agreements entered into and to be performed in Ohio and shall be binding upon the Investor, the Investor's heirs, estate, legal representatives, successors, and assigns, and shall inure to the benefit of the Company and its successors and assigns.

7. *Resolution of Disputes Section.* All claims you bring against the Company, the Manager, any of its or his affiliates, or any Indemnified Person must be resolved in accordance with this Resolution of Disputes Section. All claims, disputes and controversies between or among you and any Indemnified Person, or among any of the Members, must be resolved by arbitration as provided herein, but any litigation, if any, must occur in a court located in Cuyahoga County, Ohio, or in the United States District Court for the Northern District for Ohio, Eastern Division, if federal jurisdiction exists.

Any Indemnified Person against whom a claim is made may at its or their option demand the initiating party dismiss the court litigation and instead initiate an AAA arbitration pursuant to these provisions and pursuant to the commercial rules for management and for proceedings in Cuyahoga County, Ohio. Any party initiating litigation shall dismiss or stay such action and initiate the AAA arbitration pursuant to these provisions and the commercial rules.

8. *Severability.* In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

9. *Entire Agreement.* This Agreement, the Subscription Documents, the Memorandum, and the Company's Limited Liability Company Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous representations, warranties, agreements and understandings in connection therewith.

10. *Electronic Communication.* At the option of the Company, I agree to electronic communications with the Company pursuant to the Company's current electronic communication policy.

[Remainder of Page Intentionally Blank; Signature Page Follows]

CLEVELAND ROCKS HOLDING, LLC
SUBSCRIPTION AGREEMENT SIGNATURE PAGE

This page constitutes the signature page for the Agreement. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send the Company written confirmation of such change; (3) the Investor is not subject to a disqualifying event as set forth in Rule 506(d) of Regulation D; and (4) the Investor agrees to sign this Subscription Agreement, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed, or may sign manually by pen and ink. The Investor hereby certifies that the Investor has read and understands the Memorandum, the Limited Liability Company Agreement and this Agreement.

IN WITNESS WHEREOF, the Investor has executed this Agreement this 19th day of January, 2018.

Number of Class A Preferred Units Subscribed for
(at $1.00/ Class A Preferred Unit): _____

Total Purchase Price: $ 50,000 ve

NAME OF PURCHASER: Mark E. Shee
Janice I Shee

Signature: Mark E Shee
Jan 20 Shee

Please include a copy of a certified corporate or entity resolution or other document authorizing the above investment and signature and which evidences that it is a validly existence entity.

Accepted by Cleveland Rocks Holding, LLC:

By: Rocks Management, LLC

_____
By: Kevin Wojton
Its: Manager
Date:_____

CLEVELAND ROCKS HOLDING, LLC
ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE

Cleveland Rocks Holding, LLC, an Ohio limited liability company, intends to offer to suitable and qualified investors the opportunity to invest in Class A Preferred Units of the Company for a subscription price of One Dollar ($1.00) per Class A Unit. Prior to investing in the Company, each Potential Investor must be qualified as to its ability to undertake an investment in the Company and its capacity to evaluate its merits and risks. The Company will rely upon the accuracy and completeness of the information provided herein, and any other information it possesses, to establish that the issuance of the Class A Preferred Units is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws. Accordingly, the Company requires that each Potential Investor complete, execute, and date the following questionnaire.

PLEASE COMPLETE THIS SUITABILITY QUESTIONNAIRE FOR THE ENTITY/TRUST. ADDITIONALLY, AT THE OPTION OF THE COMPANY (FOR WHICH THE COMPANY WILL ADVISE YOU), EACH PARTNER, MEMBER, SHAREHOLDER, OR BENEFICIARY OF THE ENTITY/TRUST SHALL COMPLETE A SUITABILITY QUESTIONNAIRE TITLED "INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE." PLEASE CONTACT THE COMPANY IF THERE IS A LARGE NUMBER OF SUCH INDIVIDUALS TO DISCUSS IF THAT IS AN ISSUE FOR YOU.

ENTITY AND TRUST INVESTORS

(1) Investor Type: The Class A Preferred Units will be held under the following type of ownership (please check applicable option):

_____ Corporation	__✓__ Limited Liability Company	_____ General Partnership
_____ Limited Partnership	_____ Irrevocable Trust	_____ Revocable Trust[1]
_____ Estate	_____ Other Specify_____	

(2) Business Address: 2599 Church Ave # B407
Cleveland, OH 44113

(3) Telephone Number: REDACT

(4) Taxpayer I.D. No. (required for IRS Form W-9): REDACT
(In addition, you must still fill out Form W-9)

(5) Nature of Business: Real Estate

(6) State and Date of Organization or Incorporation:

OH Blue Ash

[1] (Revocable Trusts generally fill out the Individual and IRA Subscription Agreement)

State: Ohio

Date: 8/10/2018

(7) Location of Principal Office (if different from above): Same

(8) Are all of the beneficial owners of the organization residents of the state of organization? (please circle answer)

YES NO

If not, please indicate all other states the beneficial owners of the organization are residents of:

Beneficial Owner	**State of Residence**

(9) Do you have the power and authority to execute, deliver, and comply with the terms of the Subscription Documents, the Company's Limited Liability Company Agreement, and the various other documents required on behalf of the entity investing in the Company? (please circle answer)

YES NO

(10) Do you feel you have sufficient knowledge of investments in general, and investments similar to the Company in particular, to evaluate the risks associated with investing in the Company? (please circle answer)

YES NO

(11) Does the entity have substantial or meaningful prior investment experience in private placement type programs? (please circle answer)

YES NO

(12) Does the Company understand from its discussions with the entity's representatives that the entity has prior investment experience in private placement type programs? (please circle answer)

YES NO

(13) Do you, and the other members, partners, or shareholders of the entity (or beneficiaries if a trust), understand that there will be substantial restrictions on the ability to resell any Unit in the Company purchased and that, in any event, the entity will not be able to resell any Unit in the Company purchased unless an exemption from registration is available under the federal securities laws and applicable state securities laws? (please circle answer)

YES NO

(14) Was this corporation or organization formed specifically to acquire the Class A Preferred Units? (please circle **any** answer)

YES NO

(15) The entity is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. (See subscription agreement for definitions) (please circle **any** answer)

YES NO

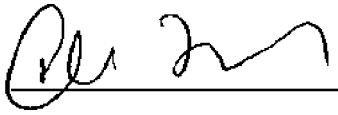
[Remainder of Page Intentionally Blank; Signature Page Follows]

CLEVELAND ROCKS HOLDING, LLC
ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE SIGNATURE PAGE

This page constitutes the signature page for the Suitability Questionnaire. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the Company's acceptance of the subscription and will promptly send the Company written confirmation of such change; and (3) the Investor agrees to sign this Suitability Questionnaire, either manually, or if so requested, electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed.

IN WITNESS WHEREOF, the Investor has executed this Agreement as of the date written below.

NAME OF PURCHASER: Litzler Capital LLC

By: 

Name: Chris Litzler

Its: Manager

Dated: 8/14/2020

APPENDIX C
ENTITY AND TRUST INVESTOR SUBSCRIPTION AGREEMENT

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH STATE LAWS. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE PRIVATE PLACEMENT MEMORANDUM TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

AN INVESTOR SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION AND, THEREFORE, CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THERE IS NO OBLIGATION OF THE COMPANY TO REGISTER THE SECURITIES UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION. TRANSFER OF THE SECURITIES IS ALSO RESTRICTED BY THE TERMS OF THE OPERATING AGREEMENT RELATING THERETO.

CLEVELAND ROCKS HOLDING, LLC
ENTITY AND TRUST INVESTOR SUBSCRIPTION AGREEMENT

This Agreement is entered into by and between Cleveland Rocks Holding, LLC, an Ohio limited liability company, and the undersigned Prospective Investor in connection with the Investor's purchase of the Class A Preferred Units in the Company pursuant to the Memorandum for the Company, which shall include all exhibits and any amendments thereof and supplements thereto.

In consideration of the Company's agreement to accept the Investor as a Member of the Company upon the terms and conditions set forth herein, pursuant to the Limited Liability Company Agreement of the Company (signed by the Investor via the Power of Attorney contained in this Agreement) and as further set forth in the Memorandum, the Investor agrees, represents and warrants as follows:

DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, all of the capitalized words in this Agreement will have the meanings set forth in the provisions of this Agreement in which they first appear, or, if not defined in this Agreement, such words will have the meanings set forth in the instructions to this Subscription Booklet or the Memorandum, which shall include all exhibits and any amendments thereof and supplements thereto.

B. ACKNOWLEDGEMENTS

The Investor hereby acknowledges, agrees, represents, and warrants that:

1. The Investor has carefully reviewed the Memorandum;

2. The Investor has been given a copy of the Company's Limited Liability Company Agreement of the Company, and has carefully reviewed the same to the extent that the Investor and the Investor's professional advisors have deemed necessary and prudent; and further understands that the Investor will be bound by it in its final form if its current form is not final;

3. The Investor has had an opportunity to consult with the Investor's tax, legal, financial, and business advisors regarding the provisions of the foregoing documents and each of the other agreements and documents referred to in the Memorandum;

4. Any questions regarding the Memorandum, the proposed business of the Company, the methods of operations of the Company, or the governing documents of either have been answered to the Investor's full satisfaction and the satisfaction of the Investor's tax, legal, financial, and business advisors; and

5. No oral or written statement or inducement contrary to the information set forth in the Memorandum has been made to the Investor by or on behalf of the Company, or if made, the Investor is not relying on any such information contrary to what is contained in the Memorandum.

C. SUBSCRIPTION AND ACCEPTANCE

1. The Investor hereby subscribes for and agrees to purchase the Class A Preferred Units set forth on the signature page hereto for a subscription price of One Dollars ($1.00) per Class A Unit. The aggregate purchase price for the Class A Preferred Units shall be made payable to the order of the Company by personal or certified check, wire transfer of immediately available funds, or other means approved by the Company, and shall be delivered together with executed copies of this Agreement and the other Subscription Documents to:

Cleveland Rocks Holding, LLC
Attn: Rocks Management, LLC
Attn: Kevin Wojton
1236 Ford Rd.,
Lyndhurst, OH 44124
Email: kfwojton@gmail.com
Phone: (423)598-6668

2. The Investor hereby acknowledges that this Agreement may be rejected, in whole or in part, in the sole discretion of the Company prior to the termination date of this offering as defined in the Memorandum, notwithstanding prior receipt by the Investor of notice of acceptance of the Investor's subscription

3. This subscription is revocable until accepted by the Company. In the event the Company accepts this Agreement, the Company shall, upon receipt of the purchase price, deliver confirmation and/or other documents representing the Class A Preferred Units to the Investor. To revoke your proposed subscription, deliver written notice to the Company prior to the acceptance of your subscription and your funds will be returned. After acceptance, this Agreement is irrevocable.

4. The Company may only accept subscriptions from persons who meet certain suitability standards. Therefore, certain information is requested in the Suitability Questionnaires. In furnishing such information, the Investor acknowledges that the Company will be relying thereon in determining, among other things, whether there are reasonable grounds to believe that the Investor qualifies as an "accredited investor" under Rule 501(a) of the Securities Act for the purposes of the proposed investment.

5. The Class A Preferred Units will be issued under the definitive Limited Liability Company Agreement of the Company. The Investor hereby requests and authorizes the Company to enter the Investor's name in the books and records of the Company as a holder of the Class A Preferred Units.

6. The Class A Preferred Units to be issued on account of this Agreement shall be issued only in the name of the Investor, and the Investor agrees to comply with the terms of the Limited Liability Company Agreement of the Company and to execute any and all further documents necessary in connection with becoming a Member of the Company.

D. REPRESENTATIONS AND WARRANTIES

The Investor hereby represents and warrants to, and covenants with, the Company, existing investors, and all of the other purchasers of the Class A Preferred Units as follows:

1. The Investor, if a corporation, limited liability company, partnership, trust, or other entity, is duly organized, validly existing and in good standing under the laws of the state of its organization or incorporation, and is qualified to do business in every jurisdiction in which it is required to be so qualified.

2. The Investor has full power and authority to make the representations in this Agreement, to purchase the Class A Preferred Units pursuant to this Agreement and the Memorandum, and to execute and deliver this Agreement.

3. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the Memorandum, and the performance of the obligations hereunder will not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which the Investor is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation applicable to the Investor.

4. The Class A Preferred Units are being purchased for the Investor's own account, for investment purposes only, and not for the account of any other person (if the Investor is acquiring the Class A Preferred Units as a trustee, then the Class A Preferred Units are being purchased solely for the account of the trust), and not with a view to distribution, assignment, or resale to others or to fractionalization in whole or in part, and that the offering and sale of the Class A Preferred Units is intended to be exempt from registration under the Securities Act by virtue of Section 4(a)(2) and the provisions of Regulation D promulgated thereunder ("Regulation D"), and applicable state securities laws.

5. Unless otherwise disclosed to the Company, no other person has or will have a direct or indirect beneficial interest in the Class A Preferred Units, and the Investor will not sell, hypothecate, or otherwise transfer the Class A Preferred Units except in accordance with the Securities Act and applicable state securities laws or unless, in the opinion of counsel for the Company, an exemption from the registration requirements of the Securities Act and such laws is available.

6. The Company is under no obligation to register the Class A Preferred Units on behalf of the Investor or to assist the Investor in complying with any exemption from registration.

7. The Investor has been furnished with and has carefully read the Memorandum. In evaluating the suitability of an investment in the Company, the Investor has not relied upon any representations or other information (whether oral or written) from the Company or any of its agents other than as set forth in the Memorandum, and no oral or written representation or information has been made or furnished to the Investor or the Investor's advisors in connection with the offering of the Class A Preferred Units which is in any way inconsistent with the Memorandum, or if so, any information inconsistent with the Memorandum is not being relied upon by the Investor.

8. The Company has made available to the Investor all documents and information that the Investor has requested relating to an investment in the Company.

9. The Investor recognizes the Company has only recently been organized, that it has little financial or operating history and that an investment in the Company involves substantial risks, and the Investor is fully cognizant of and understands all of the risk factors related to the purchase of the Class A Preferred Units, including, but not limited to, those set forth under the "Risk Factors" section in the Memorandum. Accordingly, Investors understand that they could lose their entire investment in the Company and represent that they have the financial capacity to withstand the occurrence of such event.

10. The Investor has carefully considered and has, to the extent the Investor believes such discussion necessary, discussed the suitability of an investment in the Company for the Investor's particular tax and financial situation with the Investor's professional legal, tax, financial, and business advisors, and the Investor has determined that the Class A Preferred Units are a suitable investment for the Investor.

11. If the Investor is a pension plan, Individual Retirement Account, or other tax-exempt entity, the Investor is aware that it may be subject to federal income tax on any unrelated business taxable income from an investment in the Company.

12. All information which the Investor has provided to the Company concerning the Investor and the Investor's financial position is correct and complete as of the date set forth below, and if there should be any change in such information prior to the acceptance of this Agreement by the Company, the Investor will immediately provide such information to the Company.

13. The Investor, including its partners, members, and principal shareholders, (1) to the best of such persons' knowledge, is not in violation of any laws, executive orders or regulations relating to terrorism or money laundering, including Executive Order No. 13224 – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001 (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107 56) (the "USA Patriot Act"), enacted October 26, 2001, as amended, and the Investor has not been designated as a "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation, or transaction pursuant to the Executive Order, the USA Patriot Act or any other law, order, rule, or regulation; (2) is currently in compliance with and will remain in compliance with the Executive Order, the USA Patriot Act and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury, and any statute, executive order and other governmental action relating thereto; and (3) is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

14. The Investor, either alone or together with its purchaser representative, has such knowledge and experience in financial and business matters in general, and financial and business matters relating to the Company's proposed business in particular, that the Investor is capable of evaluating the merits and risks of an investment in the Class A Preferred Units.

15. The Investor: (1) does not have an overall commitment to investments which are not readily marketable that is disproportionate to the Investor's net worth, and the Investor's investment in the Class A Preferred Units will not cause such overall commitment to become excessive; and (2) has adequate net worth and means of providing for the Investor's current needs and personal contingencies to sustain a complete loss of the Investor's investment in the Class A Preferred Units.

16. The Investor understands that the failure to complete and return the attached IRS Form W-9 to the Company in accordance with the instructions thereon may result in the imposition of backup withholding of any payment made in respect of the Class A Preferred Units.

17. The Investor is fully aware of any and all restrictions imposed by the Company on the further distribution, transfer or resale of the Class A Preferred Units.

18. The Investor was not organized for the purpose of acquiring the Class A Preferred Units.

19. **The Investor is a corporation, limited liability company, partnership, trust or other entity duly organized and validly existing in the State of Ohio or _____ (insert state if other than Ohio)**

20. The Investor is authorizing the Manager, (the "Manager"), Rocks Management, LLC or any prior or successor Manager, to execute the Company's Limited Liability Company Agreement on behalf of the Investor and that the Investor agrees to sign this Subscription Agreement and other Subscription Documents manually or at the election of the Company, electronically in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees to be bound as if manually signed.

The foregoing representations and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the acceptance hereof by the Company and shall survive thereafter. If such representations and warranties shall not be true and accurate in any respect, the Investor will, prior to such acceptance, give written notice of such fact to the Company specifying which representations and warranties are not true and accurate and the reasons therefor.

E. ACCREDITED AND NON-ACCREDITED INVESTOR STATUS

The Investor represents and warrants that the Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D ("Accredited Investor"), or, if not an Accredited Investor, the Investor either alone or with the Investor's purchaser representative(s) has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the prospective investments. To be an Investor in the Company, the Investor must be one of the following (please initial the appropriate line or lines):

_____ A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a person who has such knowledge and experience in financial and business matters capable of evaluating the merits and risks of the prospective investment;

_____ A bank as defined in Section 3(a)(2) of the Securities Act, or a 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; a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivision, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

_____ An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for

the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

_____ A private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

_____ An employee benefit plan within the meaning of the Employee Retirement Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, 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;

✓ An entity in which all of the equity owners, or a living trust or other revocable trust in which all of the grantors and trustees are accredited investors; or

_____ None of the above, but have, either alone or with a purchaser representative, such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investments.

F. DISQUALIFYING EVENTS

The Investor represents and warrants that the Investor has not been subject to any disqualifying event specified in Rule 506(d) of the Securities Act and is not subject to any proceeding or event that could result in any such disqualifying event.[2] The Investor agrees to immediately notify

[2] The investor is subject to a disqualifying event under Rule 506(d) of the Securities Act if the investor:

(a) has been convicted within ten years (or five years, in the case of the Company, its predecessors and affiliated issuers) of the date hereof of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC, or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(b) is subject to any order, judgment or decree of any court of competent jurisdiction entered within five years of the date hereof that presently restrains or enjoins the subscriber from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(c) is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the Commodity Futures Trading Commission; or the National Credit Union Administration that: (i) as of the date hereof, bars the investor from (A) association with an entity regulated by such commission, authority, agency or officer, (B) engaging in the business of securities, insurance or banking or (C) engaging in savings association or credit union activities, or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years of the date hereof;

(d) is subject to any order of the SEC pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act that as of the date hereof (i) suspends or revokes the investor's registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on

the Company in writing if the Investor becomes subject to a disqualifying event at any date after the date hereof.

For purposes of this Section, reference to "Investor" shall include any person whose interest in, or relationship to, the Investor is deemed to make such person a beneficial owner of the Company's securities under Rule 13d-3 of the Securities Exchange Act of 1934, as amended, and within the meaning of Rule 506(d) of Regulation D. Under Rule 13d-3, a person is a beneficial owner of a security if such person, among other things, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, has or shares, or is deemed to have or share: (1) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (2) investment power, which includes the power to dispose, or to direct the disposition of, such security.

The Investor hereby represents that the information contained in this Section F is complete and accurate on the date hereof and may be relied upon by the Company and that the Investor will notify the Company immediately of any change in any of such information.

G. INDEMNIFICATION

The Investor shall indemnify and hold harmless the Company, the Manager, or the Company or the Manager's members, officers, employees, control persons, attorneys, other professionals and others with similar positions or duties) (and any of such person's similar persons if such person is an entity) (all of the foregoing "Indemnified Persons"): (1) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any actual or alleged misrepresentation or misstatement of facts or omissions to represent or state facts made by the Investor to the Company concerning the Investor or the Investor's financial position (including to any party who issues the verification of Accredited Investor status) in connection with the offering or sale of the Class A Preferred Units; or (2) any unsuccessful claim by the Investor against any Indemnified Person. Indemnification shall be against losses, liabilities and expenses, including, but not limited to, attorneys' fees, judgments, fines and amounts paid in

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the activities, functions or operations of the investor or (iii) bars the investor from being associated with any entity or from participating in the offering of any penny stock;

(e) is subject to any order of the SEC entered within five years of the date hereof, that, on the date hereof, orders the investor to cease and desist from committing or causing a violation of or future violation of: any scienter-based anti-fraud provision of the federal securities laws or (ii) Section 5 of the Securities Act;

(f) is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(g) has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years of the date hereof, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, on the date hereof, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issue; or

(h) is subject to a United States Postal Service false representation order entered within five years of the date hereof, or is, as of the date hereof, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

settlement, expenses, as actually and reasonably incurred by any Indemnified Person. In the event of any claim of indemnification by the Company (or by any Indemnified Persons) against the Investor, the Company shall be entitled to set off any such amounts due under this indemnification section against any income, capital or other accounts of the Investor in the Company, and in advance of setting off or after a demand for indemnification has been made by an Indemnified Person against the Investor, the Investor agrees the Company may freeze the Investor's accounts, pending further order pursuant to the Resolution of Disputes Section.

H. POWER OF ATTORNEY

The Investor hereby designates, constitutes and appoints the Manager of the Company and any predecessor or successor manager to the Company as the Investor's true and lawful attorney-in-fact ("Attorney-in-Fact") and in the Investor's name, place and stead, to make, execute, sign, acknowledge, and file all documents requisite to carry out the intention and purpose of this Agreement, including, without limitation, joinder to the Company's Limited Liability Company Agreement and any amendments to the Company's Limited Liability Company Agreement in accordance with its terms or the terms of this Agreement or in accordance with the Company's Limited Liability Company Agreement. The Investor agrees that the Attorney-in-Fact may sign any document manually or electronically in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees to be bound as if Investor had manually or electronically signed such documents. If the Investor signs this Subscription Agreement electronically the Investor agrees to be bound as if manually signed. Representation and Warranty (20) above is confirmed to be within the authority of this Power of Attorney. The Investor accepts all such amendments.

The Investor acknowledges and agrees that the foregoing power of attorney is irrevocable and is coupled with an interest, and will survive the disability of the Investor. The Investor will be bound by any representations made by the Attorney-in-Fact acting pursuant to this power of attorney, and hereby waives any and all defenses which may be available to contest, negate, or disaffirm the action of the Attorney-in-Fact taken under this power of attorney. The Investor acknowledges that the foregoing power of attorney is separate and in addition to the power of attorney granted in the Company's Limited Liability Company Agreement.

I. MISCELLANEOUS

1. *Acknowledgement and Consent.* The Investor acknowledges and consents (and if necessary, fully agrees) that Joseph D. Carney & Associates, LLC, an Ohio limited liability company, ("JDCA") has acted as legal counsel to the Company, the Manager, Kevin Wojton and and/or all other related individuals or entities mentioned in the Memorandum or which may be involved with the business of the Company, or which may be organized or operated in the future. JDCA services have been in connection with this offering of Class A Preferred Units and related or unrelated matters. The Investor understands that JDCA is **not** representing the Investor as an attorney (or in any other fashion) expressly or in any implied fashion in connection with the offering or in any manner or matter and that the Investor has been repeatedly encouraged to seek independent legal counsel and consult the Investor's other advisers with respect to its subscription in the Class A Preferred Units. The Investor understands that the Investor has indemnified JDCA

and its attorneys and personnel pursuant to the indemnification provisions herein and may indemnify them under the Company's Limited Liability Company Agreement. The Investor waives any concept of conflict associated with JDCA representing all of such entities, affiliates, related persons etc. now or in the future and consents to all such actions and activities or non-activities. The Investor understands that attorneys at JDCA may have been with other law firms and may have represented these entities or persons via such firms (and their attorneys) and all of such other firms (and their attorneys) are included within this acknowledgement and consent.

2. *Construction.* All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, singular, or plural as the identity of the person or persons may require.

3. *Modification/Amendment.* Neither this Agreement nor any provisions hereof shall be waived, modified, changed, discharged, terminated, revoked, or cancelled except by an instrument in writing signed by the party against whom any change, discharge, or termination is sought.

4. *Notices.* Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when personally delivered or sent by registered mail, return receipt requested, addressed to the other party at the address of such party set forth in the Memorandum, as amended from time to time, or, in the case of the Investor, at the address provided in this Agreement, or to such other address furnished by notice given in accordance with this Section I. Any notices to the Investor may be given by regular mail and may be given by electronic means including emails.

5. *Waiver.* Failure of the Company to exercise any right or remedy under this Agreement or any other agreement between the Company and the Investor, or otherwise, or any delay by the Company in exercising such right or remedy, will not operate as a waiver thereof. No waiver by the Company will be effective unless and until it is in writing and signed by the Company.

6. *Governing Law.* This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Ohio, as such laws are applied by Ohio courts to agreements entered into and to be performed in Ohio and shall be binding upon the Investor, the Investor's heirs, estate, legal representatives, successors, and assigns, and shall inure to the benefit of the Company and its successors and assigns.

7. *Resolution of Disputes Section.* All claims you bring against the Company, the Manager, any of its or his affiliates, or any Indemnified Person must be resolved in accordance with this Resolution of Disputes Section. All claims, disputes and controversies between or among you and any Indemnified Person, or among any of the Members, must be resolved by arbitration as provided herein, but any litigation, if any, must occur in a court located in Cuyahoga County, Ohio, or in the United States District Court for the Northern District for Ohio, Eastern Division, if federal jurisdiction exists.

Any Indemnified Person against whom a claim is made may it or their option demand the initiating party dismiss the court litigation and instead initiate an AAA arbitration pursuant to these provisions and pursuant to the commercial rules for management and for proceedings in Cuyahoga County, Ohio. Any party initiating litigation shall dismiss or stay such action and initiate the AAA arbitration pursuant to these provisions and the commercial rules.

8. *Severability.* In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

9. *Entire Agreement.* This Agreement, the Subscription Documents, the Memorandum, and the Company's Limited Liability Company Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous representations, warranties, agreements and understandings in connection therewith.

10. *Electronic Communication.* I agree to electronic communications with the Company pursuant to the Company's current electronic communication policy at the option of the Company.

[Remainder of Page Intentionally Blank; Signature Page Follows]

CLEVELAND ROCKS HOLDING, LLC
SUBSCRIPTION AGREEMENT SIGNATURE PAGE

This page constitutes the signature page for the Agreement. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send the Company written confirmation of such change; (3) the Investor is not subject to a disqualifying event as set forth in Rule 506(d) of Regulation D; and (4) the Investor agrees to sign this Subscription Agreement, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed, or may sign manually by pen and ink. The Investor hereby certifies that the Investor has read and understands the Memorandum, the Limited Liability Company Agreement and this Agreement.

IN WITNESS WHEREOF, the Investor has executed this Agreement this 14 day of August, 2018. 2020

Number of Class A Preferred Units Subscribed for (at $1.00/ Class A Preferred Unit): 250,000

Total Purchase Price: $ 250,000

Automatically reinvest distributions into new Class A Preferred Units at $1.00/Class A Unit: Yes: _____ No: ✓

NAME OF PURCHASER: By: Litzler Leo 101 LLC

Print Name: Chris Litzler

Its: Manager

Please include a copy of a certified corporate or entity resolution or other document authorizing the above investment and signature and which evidences that it is a validly existence entity.

Accepted by Cleveland Rocks Holding, LLC:

By: Rocks Management, LLC

By; Kevin Wojton
Its: Manager
Date:

Cleveland Rocks Holding LLC , LLC

INDIVIDUAL IRA and COMPANY INVESTOR SUBSCRIPTION BOOKLET

INDEX TO SUBSCRIPTION BOOKLET

APPENDIX A

INSTRUCTIONS TO SUBSCRIPTION BOOKLET

Cleveland Rocks Holding LLC , LLC, an Ohio limited liability company (the "Company"), is delivering this subscription booklet ("Subscription Booklet") to you in connection with its offer and sale of its Class A Preferred Membership Interests of the Company ("Class A Preferred Units") pursuant to the terms set forth in the confidential private placement memorandum ("Memorandum"). Each investor desiring to purchase Class A Preferred Units ("Investor" or "Potential Investor") must complete and deliver an originally executed copy of the documents in this Subscription Booklet, which shall consist of the following:

(1) a completed and executed individual and IRA investor suitability questionnaire ("Suitability Questionnaire");
(2) a completed and executed individual and IRA investor subscription agreement ("Agreement"); and
(3) a completed and executed IRS Form W-9 (collectively referred to as the "Subscription Documents"). Each of the Subscription Documents may be electronically signed in accordance with applicable state and federal electronic signature acts and in so doing each Investor agrees to be bound as if manually signed. They may also be manually signed.

Investors must also deliver, if requested by the Company, additional documentation to establish the suitability of the Investor and to ensure compliance with federal and state securities laws applicable to the offering.

All information supplied in the Subscription Documents should be typed or printed in ink. You must carefully read the Subscription Documents prior to execution. If there is anything in the Subscription Documents that you do not understand, you are encouraged to seek clarification from the Company.

Suitability Questionnaire:

The Suitability Questionnaire is the document which provides the Company with necessary information that allows it to determine whether you meet certain suitability requirements for the offer and sale of the Class A Preferred Units. The information contained in the Suitability Questionnaire also assists the Company in determining whether the Class A Preferred Units are exempt from registration under applicable state and federal securities laws.

Please answer all questions in the Suitability Questionnaire. Once completed, please sign and date the signature page

Subscription Agreement:

The subscription agreement is the document by which you subscribe for the Class A Preferred Units in the Company and make representations indicating that you are qualified to hold the Class A Preferred Units. In completing the Agreement, please fill out the documents completely in the applicable spaces to insert responsive information. In addition, please fill in the information on the signature page with the number of Class A Preferred Units you wish to subscribe for and the total purchase price. Finally, please sign and date the signature page to the Agreement.

IRS Form W-9:

The IRS Form W-9 allows the Company to obtain your taxpayer identification number so that it may prepare or cause to be prepared a partnership return in accordance with applicable tax laws. Please complete, sign, and date the form (Note – do not send the form to the IRS).

Delivery of Subscription Booklets:

Completed Subscription Booklets, along with your payment for the Class A Preferred Units, should be delivered to the Company or directly to the Manager on or before the Offering Termination Date (as defined in the Memorandum) to the following address:

Cleveland Rocks Holding LLC
Attn: Kevin Wojton
2831 Franklin Blvd, Cleveland, Ohio, 44113

Email: kfwojton@gmail.com Phone: (216) 392-0278

If your subscription is not accepted, the Subscription Documents shall have no force or effect. If your subscription is accepted, however, a copy of the accepted Subscription Documents by the Company will be returned to you for your records.

For additional information concerning subscriptions or the Subscription Booklets, you should contact Kevin Wojton, the Company's Manager at the contact information provided above.

APPENDIX B

INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE

Cleveland Rocks Holding LLC , LLC, an Ohio limited liability company, intends to offer to suitable and qualified investors the opportunity to invest in Class A Preferred Units in the Company for a subscription price of one dollar and ninety cents ($1.90) per Class A Preferred Unit. Prior to investing in the Company, each Potential Investor must be qualified as to its ability to undertake an investment in the Company and its capacity to evaluate its merits and risks. The Company will rely upon the accuracy and completeness of the information provided herein, and any other information it possesses, to establish that the issuance of the Class A Preferred Units is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws. Accordingly, the Company requires that each Potential Investor complete, execute, and date the following questionnaire.

IF THE POTENTIAL INVESTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, TRUST OR OTHER ENTITY, PLEASE COMPLETE THE SUITABILITY QUESTIONNAIRE TITLED "ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE" FOR THE ENTITY/TRUST AND COMPLETE THIS "INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE" FOR EACH MEMBER, PARTNER, SHAREHOLDER, OR BENEFICIARY OF SUCH ENTITY/TRUST. PLEASE CONTACT THE COMPANY IF THERE IS A LARGE NUMBER OF SUCH INDIVIDUALS TO DISCUSS IF THAT IS AN ISSUE FOR YOU.

THIS QUESTIONNAIRE IS NOT AN OFFER TO SELL, A SOLICITATION OF AN OFFER TO BUY, OR A SALE OF THE CLASS A PREFERRED UNITS.

1. Name: Jaeger Creek LLC

2. Age: NA

3. Residence Address: REDACT

4. Business Address: 1822 Revere Place
Lorain Ohio

5. To which Address should mailed notices and tax filings be sent to? : REDACT

6. Phone Number: REDACT

7. Main Email Address: REDACT
REDAC

8. SSN (also needs to be on w9): REDACT

9. Ohio State Driver's License #: NA
(if not Ohio resident please submit state level identification)

10. I am an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under

the Securities Act. (See subscription agreement for definitions) (please circle)(The Company is permitted an unlimited number of accredited investors and up to 35 non accredited investors for your information.)

Yes ✓ No

11. Do you feel you have sufficient knowledge of investments in general, and investments similar to the Company in particular, to evaluate the risks associated with investing in the Company? (please circle answer)

Yes ✓ No

12. Does the Company understand from its discussions and interactions with you that you have experience in private placements and have you discussed these experiences with the Company?(please circle answer)

Yes ✓ No

13. Do you understand that there will be substantial restrictions on your ability to resell any Class A Preferred Unit in the Company you purchase and that, in any event, you will not be able to resell any Class A Preferred Units in the Company you purchase unless an exemption from registration is available under the federal securities laws and applicable state securities laws? (please circle answer)

Yes ✓ No

14. Is your overall commitment to investments which are not readily marketable excessive in view of your net worth and financial circumstances? (please circle answer)

Yes No ✓

15. Would the purchase of the Class A Preferred Units of the Company cause your overall commitment to investments which are not readily marketable excessive? (please circle answer)

Yes No ✓

16. If you answered "yes" to question 15, do you acknowledge that you have the financial wherewithal and sophistication to withstand such excessive commitment? (please circle answer)

Yes No

Cleveland Rocks Holding LLC INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE SIGNATURE PAGE

This page constitutes the signature page for the Suitability Questionnaire. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the Company's acceptance of the subscription and will promptly send the Company written confirmation of such change; and (3) the Investor agrees to sign this Suitability Questionnaire, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed.

IN WITNESS WHEREOF, the Investor has executed this Agreement as of the date written below.

Signature: Joshua Miranda Manager
Name: Jaeger Creek LLC
Date: 1/29/2022

APPENDIX C - INDIVIDUAL AND IRA INVESTOR SUBSCRIPTION AGREEMENT

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH STATE LAWS. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE PRIVATE PLACEMENT MEMORANDUM TO WHICH THIS

SUBSCRIPTION AGREEMENT RELATES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

AN INVESTOR SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION AND, THEREFORE, CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THERE IS NO OBLIGATION OF THE COMPANY TO REGISTER THE SECURITIES UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION. TRANSFER OF THE SECURITIES IS ALSO RESTRICTED BY THE TERMS OF THE OPERATING AGREEMENT RELATING THERETO.

INDIVIDUAL AND IRA INVESTOR SUBSCRIPTION AGREEMENT

This Agreement is entered into by and between Cleveland Rocks Holding LLC , LLC, an Ohio limited liability company, and the undersigned Prospective Investor in connection with the Investor's purchase of the Class A Preferred Units in the Company pursuant to the Memorandum for the Company, which shall include all exhibits and any amendments thereof and supplements thereto.

In consideration of the Company's agreement to accept the Investor as a Member of the Company upon the terms and conditions set forth herein, pursuant to the Limited Liability Company Agreement of the Company (signed by the Investor via the Power of Attorney contained in this Agreement) and as further set forth in the Memorandum, the Investor agrees, represents and warrants as follows:

A. DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, all of the capitalized words in this Agreement will have the meanings set forth in the provisions of this Agreement in which they first appear, or, if not defined in this Agreement, such words will have the meanings set forth in the instructions to this Subscription Booklet or the Memorandum, which shall include all exhibits and any amendments thereof and supplements thereto.

B. ACKNOWLEDGEMENTS

The Investor hereby acknowledges, agrees, represents, and warrants that:

1. The Investor has carefully reviewed the Memorandum;

2. The Investor has been given a copy of the Company's Limited Liability Company Agreement, and has carefully reviewed the same to the extent that the Investor and the Investor's professional advisors have deemed necessary and prudent; and further understands that the Investor will be bound by it in its final form if its current form is not final.

3. The Investor has had an opportunity to consult with the Investor's tax, legal, financial, and business advisors regarding the provisions of the foregoing documents and each of the other agreements and documents referred to in the Memorandum;

4. Any questions regarding the Memorandum, the proposed business of the Company, the methods of operations of the Company, or the governing documents of either have been answered to the Investor's full satisfaction and the satisfaction of the Investor's tax, legal, financial, and business advisors; and

5. No oral or written statement or inducement contrary to the information set forth in the Memorandum has been made to the Investor by or on behalf of the Company, or if made, the Investor is not relying on any such information contrary to what is contained in the Memorandum

C. SUBSCRIPTION AND ACCEPTANCE

1. The Investor hereby subscribes for and agrees to purchase the Class A Preferred Units set forth on the signature page hereto for a subscription price of one dollar and ninety cents ($1.90) per Class A Preferred Unit. The aggregate purchase price for the Class A Preferred Units shall be made payable to the order of the Company by personal or certified check, wire transfer of immediately available funds, or other means approved by the Company, and shall be delivered together with executed copies of this Agreement and the other Subscription Documents to the Manager

2. The Investor hereby acknowledges that this Agreement may be rejected, in whole or in part, in the sole discretion of the Company prior to the termination date of this offering as defined in the Memorandum, notwithstanding prior receipt by the Investor of notice of acceptance of the Investor's subscription

3. This subscription is revocable until accepted by the Company. In the event the Company accepts this Agreement, the Company shall, upon receipt of the purchase price, deliver confirmation and/or other documents representing the Class A Preferred Units to the Investor. To revoke your proposed subscription, deliver written notice to the Company prior to the acceptance of your subscription and your funds will be returned. After acceptance, this Agreement is irrevocable.

4. The Company may only accept subscriptions from persons who meet certain suitability standards. Therefore, certain information is requested in the Suitability Questionnaires. In furnishing such information, the Investor acknowledges that the Company will be relying thereon in determining, among other things, whether there are reasonable grounds to believe that the Investor qualifies as an "accredited investor" under Rule 501(a) of the Securities Act for the purposes of the proposed investment.

5. The Class A Preferred Units will be issued under the definitive Limited Liability Company Agreement of the Company. The Investor hereby requests and authorizes the Company to enter the Investor's name in the books and records of the Company as a holder of the Class A Preferred Units.

6. The Class A Preferred Units to be issued on account of this Agreement shall be issued only in the name of the Investor, and the Investor agrees to comply with the terms of the Limited Liability Company Agreement of the Company and to execute any and all further documents necessary in connection with becoming a Member of the Company.

D. REPRESENTATIONS AND WARRANTIES

The Investor hereby represents and warrants to, and covenants with, the Company, existing investors, and all of the other purchasers of the Class A Preferred Units as follows:

1. The Investor, if a corporation, limited liability company, partnership, trust, or other entity, is duly organized, validly existing and in good standing under the laws of the state of its organization or incorporation, and is qualified to do business in every jurisdiction in which it is required to be so qualified.

2. The Investor has full power and authority to make the representations in this Agreement, to purchase the Class A Preferred Units pursuant to this Agreement and the Memorandum, and to execute and deliver this Agreement.

3. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the Memorandum, and the performance of the obligations hereunder will not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which the Investor is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation applicable to the Investor.

4. The Class A Preferred Units are being purchased for the Investor's own account, for investment purposes only, and not for the account of any other person (if the Investor is acquiring the Class A Preferred Units as a trustee, then the Class A Preferred Units are being purchased solely for the account of the trust), and not with a view to distribution, assignment, or resale to others or to fractionalization in whole or in part, and that the offering and sale of the Class A Preferred Units is intended to be exempt from registration under the Securities Act by virtue of Section 4(a)(2) and the provisions of Regulation D promulgated thereunder ("Regulation D"), and applicable state securities laws.

5. Unless otherwise disclosed to the Company, no other person has or will have a direct or indirect beneficial interest in the Class A Preferred Units, and the Investor will not sell, hypothecate, or otherwise transfer the Class A Preferred Units except in accordance with the Securities Act and applicable state securities laws or unless, in the opinion of counsel for the Company, an exemption from the registration requirements of the Securities Act and such laws is available.

6. The Company is under no obligation to register the Class A Preferred Units on behalf of the Investor or to assist the Investor in complying with any exemption from registration.

7. The Investor has been furnished with and has carefully read the Memorandum. In evaluating the suitability of an investment in the Company, the Investor has not relied upon any representations or other information (whether oral or written) from the Company, or any of its agents, other than as set forth in the Memorandum, and no oral or written representation or information has been made or furnished to the Investor or the Investor's advisors in connection with the offering of the Class A Preferred Units which is in any way inconsistent with the Memorandum, or if so, is not being relied upon by the Investor.

8. The Company has made available to the Investor all documents and information that the Investor has requested relating to an investment in the Company.

9. The Investor recognizes the Company has only recently been organized, that it has little financial or operating history and that an investment in the Company involves substantial risks, and the Investor is fully cognizant of and understands all of the risk factors related to the purchase of the Class A Preferred Units, including, but not limited to, those set forth under the "Risk Factors" section in the Memorandum. Accordingly, Investors understand that they could lose their entire investment in the Company and represent that they have the financial capacity to withstand the occurrence of such event.

10. The Investor has carefully considered and has, to the extent the Investor believes such discussion necessary, discussed the suitability of an investment in the Company for the Investor's particular tax and financial situation with the Investor's professional legal, tax, financial, and business advisors, and the Investor has determined that the Class A Preferred Units are a suitable investment for the Investor.

11. If the Investor is a pension plan, Individual Retirement Account, or other tax- exempt entity, the Investor is aware that it may be subject to federal income tax on any unrelated business taxable income from an investment in the Company.

12. All information which the Investor has provided to the Company concerning the Investor and the Investor's financial position is correct and complete as of the date set forth below, and if there should be any change in such information prior to the acceptance of this Agreement by the Company, the Investor will immediately provide such information to the Company.

13. The Investor, including its partners, members, and principal shareholders, (1) to the best of such persons' knowledge, is not in violation of any laws, executive orders or regulations relating to terrorism or money laundering, including Executive Order No. 13224 – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001 (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107 56) (the "USA Patriot Act"), enacted October 26, 2001, as amended, and the Investor has not been designated as a "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation, or transaction pursuant to the Executive Order, the USA Patriot Act or any other law, order, rule, or regulation; (2) is currently in compliance with and will remain in compliance with the Executive Order, the USA Patriot Act and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury, and any statute, executive order and other governmental action relating thereto; and (3) is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

14. The Investor, either alone or together with its purchaser representative, has such knowledge and experience in financial and business matters in general, and financial and business matters relating to the Company's proposed business in particular, that the Investor is capable of evaluating the merits and risks of an investment in the Class A Preferred Units.

15. The Investor: (1) does not have an overall commitment to investments which are not readily marketable that is disproportionate to the Investor's net worth, and the Investor's investment in the Class A Preferred Units will not cause such overall commitment to become excessive; and (2) has adequate net worth and means of providing for the Investor's current needs and personal contingencies to sustain a complete loss of the Investor's investment in the Class A Preferred Units.

16. The Investor understands that the failure to complete and return the attached IRS Form W-9 to the Company in accordance with the instructions thereon may result in the imposition of backup withholding of any payment made in respect of the Class A Preferred Units.

17. The Investor is fully aware of any and all restrictions imposed by the Company on the further distribution, transfer or resale of the Class A Preferred Units.

18. The Investor was not organized for the purpose of acquiring the Class A Preferred Units.

19. The Investor is a bona fide resident of the State of Ohio or Ohio (insert state if other than Ohio).

20. The Investor is authorizing Rocks Management, LLC (the "Manager") to execute the Company's Limited Liability Company Agreement on behalf of the Investor and that the Investor agrees to sign this Subscription Agreement and other Subscription Documents manually or if so requested, electronically, in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees to be bound as if manually signed.

The foregoing representations and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the acceptance hereof by the Company and shall survive thereafter. If such representations and warranties shall not be true and accurate in any respect, the Investor will, prior to such acceptance, give written notice of such fact to the Company specifying which representations and warranties are not true and accurate and the reasons therefor.

E. ACCREDITED AND NON-ACCREDITED INVESTOR STATUS

The Investor represents and warrants that the Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D ("Accredited Investor"), or, if not an Accredited Investor, the Investor either alone or with the Investor's purchaser representative(s) has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the prospective investments. To be an Investor in the Company, the Investor must be one of the following (please initial the appropriate line or lines):

___ A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000, excluding the value of the primary residence of such person(s);

____ A natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

✓____ A director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner or manager of that issuer; or

✓____ None of the above, but I have, either alone or with my purchaser representative(s), such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of the prospective investments.

F. DISQUALIFYING EVENTS

The Investor represents and warrants that the Investor has not been subject to any disqualifying event specified in Rule 506(d) of the Securities Act and is not subject to any proceeding or event that could result in any such disqualifying event. The Investor agrees to immediately notify the Company in writing if the Investor becomes subject to a disqualifying event at any date after the date hereof.

For purposes of this Section, reference to "Investor" shall include any person whose interest in, or relationship to, the Investor is deemed to make such person a beneficial owner of the Company's securities under Rule 13d-3 of the Securities Exchange Act of 1934, as amended, and within the meaning of Rule 506(d) of Regulation D. Under Rule 13d-3, a person is a beneficial owner of a security if such person, among other things, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, has or shares, or is deemed to have or share: (1) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (2) investment power, which includes the power to dispose, or to direct the disposition of, such security.

1 The investor is subject to a disqualifying event under Rule 506(d) of the Securities Act if the investor:

(a) has been convicted within ten years (or five years,in the case of the Company,its predecessors and affiliated issuers) of the date hereof of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC, or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(b) is subject to any order,judgment or decree of any court of competent jurisdiction entered within five years of the date hereof that presently restrains or enjoins the subscriber from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(c) is subject to a final order astate securities commission(or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate

federal banking agency; the Commodity Futures Trading Commission; or the National Credit Union Administration that: (i) as of the date hereof, bars the investor from (A) association with an entity regulated by such commission, authority, agency or officer, (B) engaging in the business of securities, insurance or banking or (C) engaging in savings association or credit union activities, or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years of the date hereof;

(d) is subject to any order of the SEC pursuant to Section15(b) or 15B(c) of the Exchange Actor Section 203(e) or (f) of the Investment Advisers Act that as of the date hereof (i) suspends or revokes the investor's registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on the activities, functions or operations of the investor or (iii) bars the investor from being associated with any entity or from participating in the offering of any penny stock;

(e) is subject to any order of the SEC entered within five years of the date hereof,that,on the date hereof, orders the investor to cease and desist from committing or causing a violation of or future violation of: any scienter- based anti-fraud provision of the federal securities laws or (ii) Section 5 of the Securities Act;

(f) is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(g) has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years of the date hereof, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, on the date hereof, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issue; or

(h) is subject to a United States Postal Service false representation order entered within five years of the date hereof, or is, as of the date hereof, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

The Investor hereby represents that the information contained in this Section F is complete and accurate on the date hereof and may be relied upon by the Company and that the Investor will notify the Company immediately of any change in any of such information.

G. INDEMNIFICATION

The Investor shall indemnify and hold harmless the Company, the Manager, or the Company or Manager's members, officers, employees, control persons, attorneys, other professionals and others with similar position or duties (and any of such person's similar persons if such person is an entity) (all of the foregoing "Indemnified Persons"): (1) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any actual or alleged misrepresentation or misstatement of facts or omissions to represent or state facts made by the Investor to the Company concerning the Investor or the Investor's financial position in connection with the offering or sale of the Class A Preferred Units; or (2) any unsuccessful claim by the Investor against any Indemnified Person. Indemnification shall be against losses, liabilities and expenses, including, but not limited to, attorneys' fees, judgments, fines and amounts paid in settlement, expenses, as actually and reasonably incurred by any Indemnified Person. In the event of any claim of indemnification by the Company (or by any Indemnified Persons) against the Investor, the Company shall be entitled to set off any such amounts due under this indemnification section against any income, capital or other accounts of the Investor with the Company, and in advance of setting off or after a demand for indemnification has been made by an Indemnified Person against the Investor, the Investor agrees the Company may freeze the Investor's accounts, pending further order pursuant to the Resolution of Disputes Section.

H. POWER OF ATTORNEY

The Investor hereby designates, constitutes and appoints the Manager of the Company and any successor manager to the Company as the Investor's true and lawful attorney-in-fact ("Attorney-in-Fact") and in the Investor's name, place and stead, to make, execute, sign, acknowledge, and file all documents requisite to carry out the intention and purpose of this Agreement, including, without limitation, joinder to the Company's Limited Liability Company Agreement and any amendments to the Company's Limited Liability Company Agreement in accordance with its terms or the terms of this Agreement or in accordance with the Company's Limited Liability Company Agreement. The Investor agrees that the Attorney-in-Fact may sign any document manually or electronically in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees the Investor is bound as if Investor had manually or electronically signed such documents. If the Investor signs this Subscription Agreement electronically the Investor agrees the Investor is bound as if manually signed. Representation and Warranty of the Investor (20) above is confirmed to be within the authority of this Power of Attorney. The Investor accepts all such amendments.

The Investor acknowledges and agrees that the foregoing power of attorney is irrevocable and is coupled with an interest, and will survive the disability of the Investor. The Investor will be

bound by any representations made by the Attorney-in-Fact acting pursuant to this power of attorney, and hereby waives any and all defenses which may be available to contest, negate, or disaffirm the action of the Attorney-in-Fact taken under this power of attorney. The Investor acknowledges that the foregoing power of attorney is separate and in addition to the power of attorney granted in the Company's Limited Liability Company Agreement.

I. MISCELLANEOUS

1. Acknowledgement and Consent. The Investor acknowledges and consents (and if necessary, fully agrees) that Joseph D. Carney & Associates, LLC, an Ohio limited liability company, ("JDCA") has acted as legal counsel to the Company, the Manager, Kevin Wojtonand/or all other related individuals or entities mentioned in the Memorandum or which may be involved with the business of the Company, or which may be organized or operated in the future. JDCA services have been in connection with this offering of Class A Preferred Units and related or unrelated matters. The Investor understands that JDCA is not representing the Investor as an attorney (or in any other fashion) expressly or in any implied fashion in connection with the offering or in any manner or matter and that the Investor has been repeatedly encouraged to seek independent legal counsel and consult the Investor's other advisers with respect to its subscription in the Class A Preferred Units. The Investor understands that the Investor has indemnified JDCA and its attorneys and personnel pursuant to the indemnification provisions herein and may indemnify them under the Company's Limited Liability Company Agreement. The Investor waives any concept of conflict associated with JDCA representing all of such entities, affiliates, related persons etc. now or in the future and consents to all such actions and activities or non- activities. The Investor understands that attorneys at JDCA may have been with other law firms and may have represented these entities or persons via such firms (and their attorneys) and all of such other firms (and their attorneys) are included within this acknowledgement and consent.

2. Construction. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, singular, or plural as the identity of the person or persons may require.

3. Modification/Amendment. Neither this Agreement nor any provisions hereof shall be waived, modified, changed, discharged, terminated, revoked, or cancelled except by an instrument in writing signed by the party against whom any change, discharge, or termination is sought.

4. Notices. Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when personally delivered or sent by registered mail, return receipt requested, addressed to the other party at the address of such party set forth in the Memorandum, as amended from time to time, or, in the case of the Investor, at the address

provided in this Agreement, or to such other address furnished by notice given in accordance with this Section I. Any notices to the Investor may be given by regular mail and may be given by electronic means including emails.

5. Waiver. Failure of the Company to exercise any right or remedy under this Agreement or any other agreement between the Company and the Investor, or otherwise, or any delay by the Company in exercising such right or remedy, will not operate as a waiver thereof. No waiver by the Company will be effective unless and until it is in writing and signed by the Company.

6. Governing Law. This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Ohio, as such laws are applied by Ohio courts to agreements entered into and to be performed in Ohio and shall be binding upon the Investor, the Investor's heirs, estate, legal representatives, successors, and assigns, and shall inure to the benefit of the Company and its successors and assigns.

7. Resolution of Disputes Section. All claims you bring against the Company, the Manager, any of its or his affiliates, or any Indemnified Person must be resolved in accordance with this Resolution of Disputes Section. All claims, disputes and controversies between or among you and any Indemnified Person, or among any of the Members, must be resolved by arbitration as provided herein, but any litigation, if any, must occur in a court located in Cuyahoga County, Ohio, or in the United States District Court for the Northern District for Ohio, Eastern Division, if federal jurisdiction exists.

Any Indemnified Person against whom a claim is made may at its or their option demand the initiating party dismiss the court litigation and instead initiate an AAA arbitration pursuant to these provisions and pursuant to the commercial rules for management and for proceedings in Cuyahoga County, Ohio. Any party initiating litigation shall dismiss or stay such action and initiate the AAA arbitration pursuant to these provisions and the commercial rules.

8. Severability. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

9. Entire Agreement. This Agreement, the Subscription Documents, the Memorandum, and the Company's Limited Liability Company Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous representations, warranties, agreements and understandings in connection therewith.

10. Electronic Communication. At the option of the Company, I agree to electronic communications with the Company pursuant to the Company's current electronic communication policy.

CLEVELAND ROCKS HOLDING LLC SUBSCRIPTION AGREEMENT SIGNATURE PAGE

This page constitutes the signature page for the Agreement. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send the Company written confirmation of such change; (3) the Investor is not subject to a disqualifying event as set forth in Rule 506(d) of Regulation D; and (4) the Investor agrees to sign this Subscription Agreement, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed, or may sign manually by pen and ink. The Investor hereby certifies that the Investor has read and understands the Memorandum, the Limited Liability Company Agreement and this Agreement.

[signatures purposefully put on a separate page]

IN WITNESS WHEREOF, the Investor has executed this Agreement this 29 day of January, in the year 2022.

Number of Class A Preferred Units Subscribed for (at $1.90/ Class A Preferred Unit):
27777

Total Purchase Price: 50,000.00

Name of Purchaser: Jaeger Creek LLC

Signature: Joshua Miranda Manager

01 / 28 / 2022
Kevin Wojton
Kev Wojton

CLEVELAND
ROCKS

Addendum to PPM:
Additional Options
2/3/2022

A prospective investor, Joshua Miranda, has requested additional terms in addition to the PPM of the Cleveland Rocks Holding LLC company. These options provide this investor additional rights to purchase additional shares, and

Additional Follow on Investment Option

- Investor will receive the option to purchase additional shares from Cleveland Rocks Holding LLC, at the same price per share ($1.9/share) as when the investor signed their first tranche of investment with the company. Investor may invest a total of $200,000 additionally into the project. This option expires 24 months after the first tranch has been placed. The number of shares available for this investment is capped at the unsold shares of the original 2m share offering. This option does not bind Cleveland Rocks Holding LLC to selling only to this investor, but currently, the organization has no plans to sell additional shares after opening. The investor may place other funds (ie short-term interest-only loans) prior to opening to reserve the equivalent equity-as-collateral which the investor may refinance out with their own funds. In this case, the organization will not be able to transact on these shares until either the placement funds are termed to completion via the note or the investor refinances out the note, and thusly is awarded these shares. These placeholder funds may come in as a short-term bridge loan from CLE Rocks Holding from a 3rd party, or as a temporary equity investment. The option to replace these placeholder funds, expires at the same time, 24 months from the initial invested amount).

Additional Revenue Opportunities

Cleveland Rocks Holding LLC invites investor(s) to participate in the development of greenfield opportunities generally available with the project. In the event, investor(s) and management decide the capacity for a meaningful greenfield opportunity parties will work together as development partners on the opportunity. Each opportunity will be assessed on a case-by-case basis, but generally, partners are invited to independently or collaboratively develop key revenue streams and then participate in the earnings downstream. Upon successful value-add relationships, investor(s) can then participate in either a board management role and/or an officer position at said company. It should also be noted that most greenfield opportunities, with initial traction, will be spun out as separate LLCs. Any additional greenfield opportunities stemming from the facility must seek approval by management before beginning operations,

and the terms of such an arrangement will be set at the time of the concept of said ventures.

Secondary Market for Shares

Upon the divestiture of existing investors, this investor will have the right of first refusal to buy said shares. The Managing Member will work to make a market for said shares and will work directly with the investor and devesting party to coordinate a price per share, and timing of divestment. The price of these shares may vary on timing, fair market price, and devesting party's interest. This investor may not approach existing partners to purchase shares, rather the managing member will inform investors when shares will come available upon request of existing investors.

This option contract is assigned after initial tranche of investment has been completed. The investor has invested:

1st Tranche Capital Amount: 50,000.00
Number of Shares: 27,777
Date PPM has been executed: 2/1/22
Date Investment has been executed: 2/4/22

Investor

Date: 2/2/22
Name: Jaeger Creek LLC
Signature:

Cleveland Rocks Holding LLC

Date: 2/3/22
Name: Kevin Wojton
Signature:
Managing member, Cleveland Rocks Holding LLC

CLEVELAND ROCKS HOLDING, LLC

ENTITY AND COMPLEX TRUST INVESTOR SUBSCRIPTION BOOKLET

Instructions
Investor Questionnaire
Subscription Agreement
Internal Revenue Service Form W-9
Consent for Electronic Transactions, Records, and Signatures

INDEX TO SUBSCRIPTION BOOKLET

APPENDIX A
INSTRUCTIONS TO SUBSCRIPTION BOOKLET

CLEVELAND ROCKS HOLDING, LLC
INSTRUCTIONS TO SUBSCRIPTION BOOKLET

Cleveland Rocks Holding, LLC, an Ohio limited liability company (the "Company"), is delivering this subscription booklet ("Subscription Booklet") to you in connection with its offer and sale of its Class A Preferred Membership Interests ("Class A Preferred Units") pursuant to the terms set forth in the confidential private placement memorandum ("Memorandum"). Each investor desiring to purchase Class A Preferred Units ("Investor" or "Potential Investor") must complete and deliver an originally executed copy of the documents in this Subscription Booklet, which shall consist of the following: (1) a completed and executed entity and trust investor suitability questionnaire ("Suitability Questionnaire"); (2) a completed and executed entity and trust investor subscription agreement ("Agreement"); and (3) a completed and executed IRS Form W-9 (collectively referred to as the "Subscription Documents"). Each of the Subscription Documents may be manually signed or, at the request of the Company, may be electronically signed in accordance with applicable state and federal electronic signature acts and in so doing each Investor agrees to be bound as if it was manually signed.

Investors must also deliver, if requested by the Company, additional documentation to establish the suitability of the Investor and to ensure compliance with federal and state securities laws applicable to the offering.

All information supplied in the Subscription Documents should be typed or printed in ink. You must carefully read the Subscription Documents prior to execution. If there is anything in the Subscription Documents that you do not understand, you are encouraged to seek clarification from the Company.

Suitability Questionnaire:

The Suitability Questionnaire is the document which provides the Company with necessary information that allows it to determine whether you meet certain suitability requirements for the offer and sale of the Class A Preferred Units. The information contained in the Suitability Questionnaire also assists the Company in determining whether the Class A Preferred Units are exempt from registration under applicable state and federal securities laws.

Please answer all questions in the Suitability Questionnaire. Once completed, please sign and date the signature page. Depending on the factual circumstances, the Company may also request you complete an individual and IRA investor suitability questionnaire in addition to the Suitability Questionnaire attached herein.

Subscription Agreement:

The subscription agreement is the document by which you subscribe for the Class A Preferred Units of the Company and make representations indicating that you are qualified to hold the Class A Preferred Units.

In completing the Agreement, **please fill out the documents completely in the applicable spaces to insert responsive information**. In addition, please fill in the information on the signature page with the number of Class A Preferred Units you wish to subscribe for and the total purchase price. Finally, please sign and date the signature page to the Agreement.

IRS Form W-9:

The IRS Form W-9 allows the Company to obtain your taxpayer identification number so that it may prepare or cause to be prepared a partnership return in accordance with applicable tax laws. Please complete, sign, and date the form (**Note** – do not send the form to the IRS).

Delivery of Subscription Booklets:

Completed Subscription Booklets, along with your payment for the Class A Preferred Units, should be delivered to the Company on or before the Offering Termination Date (as defined in the Memorandum) to the following address:

Cleveland Rocks Holding, LLC
Attn: Rocks Management, LLC
Attn: Kevin Wojton
1236 Ford Rd.,
Lyndhurst, OH 44124
Email: kfwojton@gmail.com
Phone: (423) 598-6668

If your subscription is not accepted, the Subscription Documents shall have no force or effect. If your subscription is accepted, however, a copy of the accepted Subscription Documents by the Company will be returned to you for your records.

For additional information concerning subscriptions or the Subscription Booklets, you should contact the Company's Manager at the contact information provided above.

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APPENDIX B
ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE

CLEVELAND ROCKS HOLDING, LLC
ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE

Cleveland Rocks Holding, LLC, an Ohio limited liability company, intends to offer to suitable and qualified investors the opportunity to invest in Class A Preferred Units of the Company for a subscription price of One Dollar ($1.00) per Class A Unit. Prior to investing in the Company, each Potential Investor must be qualified as to its ability to undertake an investment in the Company and its capacity to evaluate its merits and risks. The Company will rely upon the accuracy and completeness of the information provided herein, and any other information it possesses, to establish that the issuance of the Class A Preferred Units is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws. Accordingly, the Company requires that each Potential Investor complete, execute, and date the following questionnaire.

PLEASE COMPLETE THIS SUITABILITY QUESTIONNAIRE FOR THE ENTITY/TRUST. ADDITIONALLY, AT THE OPTION OF THE COMPANY (FOR WHICH THE COMPANY WILL ADVISE YOU), EACH PARTNER, MEMBER, SHAREHOLDER, OR BENEFICIARY OF THE ENTITY/TRUST SHALL COMPLETE A SUITABILITY QUESTIONNAIRE TITLED "INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE." PLEASE CONTACT THE COMPANY IF THERE IS A LARGE NUMBER OF SUCH INDIVIDUALS TO DISCUSS IF THAT IS AN ISSUE FOR YOU.

ENTITY AND TRUST INVESTORS

(1) Investor Type: The Class A Preferred Units will be held under the following type of ownership (please check applicable option):

_____ Corporation	__X__ Limited Liability Company	_____ General Partnership
_____ Limited Partnership	_____ Irrevocable Trust	_____ Revocable Trust[1]
_____ Estate	_____ Other Specify_____	

(2) Business Address: 8468 Whitewood Road
Brecksville OH 44141

(3) Telephone Number: REDACT

(4) Taxpayer I.D. No. (required for IRS Form W-9): REDACT
(In addition, you must still fill out Form W-9)

(5) Nature of Business: Private Investments

(6) State and Date of Organization or Incorporation:

[1] (Revocable Trusts generally fill out the Individual and IRA Subscription Agreement)

State: Ohio

Date: January 2018

(7) Location of Principal Office (if different from above): _____

_____

_____

(8) Are all of the beneficial owners of the organization residents of the state of organization? (please circle answer)

(YES) NO

If not, please indicate all other states the beneficial owners of the organization are residents of:

Beneficial Owner	**State of Residence**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(9) Do you have the power and authority to execute, deliver, and comply with the terms of the Subscription Documents, the Company's Limited Liability Company Agreement, and the various other documents required on behalf of the entity investing in the Company? (please circle answer)

(YES) NO

(10) Do you feel you have sufficient knowledge of investments in general, and investments similar to the Company in particular, to evaluate the risks associated with investing in the Company? (please circle answer)

(YES) NO

(11) Does the entity have substantial or meaningful prior investment experience in private placement type programs? (please circle answer)

(YES) NO

(12) Does the Company understand from its discussions with the entity's representatives that the entity has prior investment experience in private placement type programs? (please circle answer)

YES NO

(13) Do you, and the other members, partners, or shareholders of the entity (or beneficiaries if a trust), understand that there will be substantial restrictions on the ability to resell any Unit in the Company purchased and that, in any event, the entity will not be able to resell any Unit in the Company purchased unless an exemption from registration is available under the federal securities laws and applicable state securities laws? (please circle answer)

YES NO

(14) Was this corporation or organization formed specifically to acquire the Class A Preferred Units? (please circle **any** answer)

YES NO

(15) The entity is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. (See subscription agreement for definitions) (please circle **any** answer)

YES NO

[Remainder of Page Intentionally Blank; Signature Page Follows]

CLEVELAND ROCKS HOLDING, LLC
ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE SIGNATURE PAGE

This page constitutes the signature page for the Suitability Questionnaire. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the Company's acceptance of the subscription and will promptly send the Company written confirmation of such change; and (3) the Investor agrees to sign this Suitability Questionnaire, either manually, or if so requested, electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed.

IN WITNESS WHEREOF, the Investor has executed this Agreement as of the date written below.

NAME OF PURCHASER: MVP3, LLC

By: Theresa A. Matuszak

Name: Theresa A. Matuszak

Its: Owner

Dated: 1/18/12

APPENDIX C
ENTITY AND TRUST INVESTOR SUBSCRIPTION AGREEMENT

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH STATE LAWS. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE PRIVATE PLACEMENT MEMORANDUM TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

AN INVESTOR SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION AND, THEREFORE, CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THERE IS NO OBLIGATION OF THE COMPANY TO REGISTER THE SECURITIES UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION. TRANSFER OF THE SECURITIES IS ALSO RESTRICTED BY THE TERMS OF THE OPERATING AGREEMENT RELATING THERETO.

CLEVELAND ROCKS HOLDING, LLC
ENTITY AND TRUST INVESTOR SUBSCRIPTION AGREEMENT

This Agreement is entered into by and between Cleveland Rocks Holding, LLC, an Ohio limited liability company, and the undersigned Prospective Investor in connection with the Investor's purchase of the Class A Preferred Units in the Company pursuant to the Memorandum for the Company, which shall include all exhibits and any amendments thereof and supplements thereto.

In consideration of the Company's agreement to accept the Investor as a Member of the Company upon the terms and conditions set forth herein, pursuant to the Limited Liability Company Agreement of the Company (signed by the Investor via the Power of Attorney contained in this Agreement) and as further set forth in the Memorandum, the Investor agrees, represents and warrants as follows:

DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, all of the capitalized words in this Agreement will have the meanings set forth in the provisions of this Agreement in which they first appear, or, if not defined in this Agreement, such words will have the meanings set forth in the instructions to this Subscription Booklet or the Memorandum, which shall include all exhibits and any amendments thereof and supplements thereto.

B. ACKNOWLEDGEMENTS

The Investor hereby acknowledges, agrees, represents, and warrants that:

1. The Investor has carefully reviewed the Memorandum;

2. The Investor has been given a copy of the Company's Limited Liability Company Agreement of the Company, and has carefully reviewed the same to the extent that the Investor and the Investor's professional advisors have deemed necessary and prudent; and further understands that the Investor will be bound by it in its final form if its current form is not final;

3. The Investor has had an opportunity to consult with the Investor's tax, legal, financial, and business advisors regarding the provisions of the foregoing documents and each of the other agreements and documents referred to in the Memorandum;

4. Any questions regarding the Memorandum, the proposed business of the Company, the methods of operations of the Company, or the governing documents of either have been answered to the Investor's full satisfaction and the satisfaction of the Investor's tax, legal, financial, and business advisors; and

5. No oral or written statement or inducement contrary to the information set forth in the Memorandum has been made to the Investor by or on behalf of the Company, or if made, the Investor is not relying on any such information contrary to what is contained in the Memorandum.

C. SUBSCRIPTION AND ACCEPTANCE

1. The Investor hereby subscribes for and agrees to purchase the Class A Preferred Units set forth on the signature page hereto for a subscription price of One Dollars ($1.00) per Class A Unit. The aggregate purchase price for the Class A Preferred Units shall be made payable to the order of the Company by personal or certified check, wire transfer of immediately available funds, or other means approved by the Company, and shall be delivered together with executed copies of this Agreement and the other Subscription Documents to:

Cleveland Rocks Holding, LLC
Attn: Rocks Management, LLC
Attn: Kevin Wojton
1236 Ford Rd.,
Lyndhurst, OH 44124
Email: kfwojton@gmail.com
Phone: (423)598-6668

2. The Investor hereby acknowledges that this Agreement may be rejected, in whole or in part, in the sole discretion of the Company prior to the termination date of this offering as defined in the Memorandum, notwithstanding prior receipt by the Investor of notice of acceptance of the Investor's subscription

3. This subscription is revocable until accepted by the Company. In the event the Company accepts this Agreement, the Company shall, upon receipt of the purchase price, deliver confirmation and/or other documents representing the Class A Preferred Units to the Investor. To revoke your proposed subscription, deliver written notice to the Company prior to the acceptance of your subscription and your funds will be returned. After acceptance, this Agreement is irrevocable.

4. The Company may only accept subscriptions from persons who meet certain suitability standards. Therefore, certain information is requested in the Suitability Questionnaires. In furnishing such information, the Investor acknowledges that the Company will be relying thereon in determining, among other things, whether there are reasonable grounds to believe that the Investor qualifies as an "accredited investor" under Rule 501(a) of the Securities Act for the purposes of the proposed investment.

5. The Class A Preferred Units will be issued under the definitive Limited Liability Company Agreement of the Company. The Investor hereby requests and authorizes the Company to enter the Investor's name in the books and records of the Company as a holder of the Class A Preferred Units.

6. The Class A Preferred Units to be issued on account of this Agreement shall be issued only in the name of the Investor, and the Investor agrees to comply with the terms of the Limited Liability Company Agreement of the Company and to execute any and all further documents necessary in connection with becoming a Member of the Company.

D. REPRESENTATIONS AND WARRANTIES

The Investor hereby represents and warrants to, and covenants with, the Company, existing investors, and all of the other purchasers of the Class A Preferred Units as follows:

1. The Investor, if a corporation, limited liability company, partnership, trust, or other entity, is duly organized, validly existing and in good standing under the laws of the state of its organization or incorporation, and is qualified to do business in every jurisdiction in which it is required to be so qualified.

2. The Investor has full power and authority to make the representations in this Agreement, to purchase the Class A Preferred Units pursuant to this Agreement and the Memorandum, and to execute and deliver this Agreement.

3. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the Memorandum, and the performance of the obligations hereunder will not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which the Investor is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation applicable to the Investor.

4. The Class A Preferred Units are being purchased for the Investor's own account, for investment purposes only, and not for the account of any other person (if the Investor is acquiring the Class A Preferred Units as a trustee, then the Class A Preferred Units are being purchased solely for the account of the trust), and not with a view to distribution, assignment, or resale to others or to fractionalization in whole or in part, and that the offering and sale of the Class A Preferred Units is intended to be exempt from registration under the Securities Act by virtue of Section 4(a)(2) and the provisions of Regulation D promulgated thereunder ("Regulation D"), and applicable state securities laws.

5. Unless otherwise disclosed to the Company, no other person has or will have a direct or indirect beneficial interest in the Class A Preferred Units, and the Investor will not sell, hypothecate, or otherwise transfer the Class A Preferred Units except in accordance with the Securities Act and applicable state securities laws or unless, in the opinion of counsel for the Company, an exemption from the registration requirements of the Securities Act and such laws is available.

6. The Company is under no obligation to register the Class A Preferred Units on behalf of the Investor or to assist the Investor in complying with any exemption from registration.

7. The Investor has been furnished with and has carefully read the Memorandum. In evaluating the suitability of an investment in the Company, the Investor has not relied upon any representations or other information (whether oral or written) from the Company or any of its agents other than as set forth in the Memorandum, and no oral or written representation or information has been made or furnished to the Investor or the Investor's advisors in connection with the offering of the Class A Preferred Units which is in any way inconsistent with the Memorandum, or if so, any information inconsistent with the Memorandum is not being relied upon by the Investor.

8. The Company has made available to the Investor all documents and information that the Investor has requested relating to an investment in the Company.

9. The Investor recognizes the Company has only recently been organized, that it has little financial or operating history and that an investment in the Company involves substantial risks, and the Investor is fully cognizant of and understands all of the risk factors related to the purchase of the Class A Preferred Units, including, but not limited to, those set forth under the "Risk Factors" section in the Memorandum. Accordingly, Investors understand that they could lose their entire investment in the Company and represent that they have the financial capacity to withstand the occurrence of such event.

10. The Investor has carefully considered and has, to the extent the Investor believes such discussion necessary, discussed the suitability of an investment in the Company for the Investor's particular tax and financial situation with the Investor's professional legal, tax, financial, and business advisors, and the Investor has determined that the Class A Preferred Units are a suitable investment for the Investor.

11. If the Investor is a pension plan, Individual Retirement Account, or other tax-exempt entity, the Investor is aware that it may be subject to federal income tax on any unrelated business taxable income from an investment in the Company.

12. All information which the Investor has provided to the Company concerning the Investor and the Investor's financial position is correct and complete as of the date set forth below, and if there should be any change in such information prior to the acceptance of this Agreement by the Company, the Investor will immediately provide such information to the Company.

13. The Investor, including its partners, members, and principal shareholders, (1) to the best of such persons' knowledge, is not in violation of any laws, executive orders or regulations relating to terrorism or money laundering, including Executive Order No. 13224 – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001 (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107 56) (the "USA Patriot Act"), enacted October 26, 2001, as amended, and the Investor has not been designated as a "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation, or transaction pursuant to the Executive Order, the USA Patriot Act or any other law, order, rule, or regulation; (2) is currently in compliance with and will remain in compliance with the Executive Order, the USA Patriot Act and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury, and any statute, executive order and other governmental action relating thereto; and (3) is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

14. The Investor, either alone or together with its purchaser representative, has such knowledge and experience in financial and business matters in general, and financial and business matters relating to the Company's proposed business in particular, that the Investor is capable of evaluating the merits and risks of an investment in the Class A Preferred Units.

15. The Investor: (1) does not have an overall commitment to investments which are not readily marketable that is disproportionate to the Investor's net worth, and the Investor's investment in the Class A Preferred Units will not cause such overall commitment to become excessive; and (2) has adequate net worth and means of providing for the Investor's current needs and personal contingencies to sustain a complete loss of the Investor's investment in the Class A Preferred Units.

16. The Investor understands that the failure to complete and return the attached IRS Form W-9 to the Company in accordance with the instructions thereon may result in the imposition of backup withholding of any payment made in respect of the Class A Preferred Units.

17. The Investor is fully aware of any and all restrictions imposed by the Company on the further distribution, transfer or resale of the Class A Preferred Units.

18. The Investor was not organized for the purpose of acquiring the Class A Preferred Units.

19. The Investor is a corporation, limited liability company, partnership, trust or other entity duly organized and validly existing in the State of Ohio or _____ (insert state if other than Ohio).

20. The Investor is authorizing the Manager, (the "Manager"), Rocks Management, LLC or any prior or successor Manager, to execute the Company's Limited Liability Company Agreement on behalf of the Investor and that the Investor agrees to sign this Subscription Agreement and other Subscription Documents manually or at the election of the Company, electronically in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees to be bound as if manually signed.

The foregoing representations and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the acceptance hereof by the Company and shall survive thereafter. If such representations and warranties shall not be true and accurate in any respect, the Investor will, prior to such acceptance, give written notice of such fact to the Company specifying which representations and warranties are not true and accurate and the reasons therefor.

E. ACCREDITED AND NON-ACCREDITED INVESTOR STATUS

The Investor represents and warrants that the Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D ("Accredited Investor"), or, if not an Accredited Investor, the Investor either alone or with the Investor's purchaser representative(s) has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the prospective investments. To be an Investor in the Company, the Investor must be one of the following (please initial the appropriate line or lines):

_____ A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a person who has such knowledge and experience in financial and business matters capable of evaluating the merits and risks of the prospective investment;

_____ A bank as defined in Section 3(a)(2) of the Securities Act, or a 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; a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivision, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

_____ An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, ~~Massachusetts~~ or similar business trust, or company, not formed for

the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

_____ A private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

_____ An employee benefit plan within the meaning of the Employee Retirement Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, 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;

_____ An entity in which all of the equity owners, or a living trust or other revocable trust in which all of the grantors and trustees are accredited investors; or

X None of the above, but have, either alone or with a purchaser representative, such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investments.

F. DISQUALIFYING EVENTS

The Investor represents and warrants that the Investor has not been subject to any disqualifying event specified in Rule 506(d) of the Securities Act and is not subject to any proceeding or event that could result in any such disqualifying event.[2] The Investor agrees to immediately notify

[2] The investor is subject to a disqualifying event under Rule 506(d) of the Securities Act if the investor:

(a) has been convicted within ten years (or five years, in the case of the Company, its predecessors and affiliated issuers) of the date hereof of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC, or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(b) is subject to any order, judgment or decree of any court of competent jurisdiction entered within five years of the date hereof that presently restrains or enjoins the subscriber from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(c) is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the Commodity Futures Trading Commission; or the National Credit Union Administration that: (i) as of the date hereof, bars the investor from (A) association with an entity regulated by such commission, authority, agency or officer, (B) engaging in the business of securities, insurance or banking or (C) engaging in savings association or credit union activities, or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years of the date hereof;

(d) is subject to any order of the SEC pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act that as of the date hereof (i) suspends or revokes the investor's registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on

the Company in writing if the Investor becomes subject to a disqualifying event at any date after the date hereof.

For purposes of this Section, reference to "Investor" shall include any person whose interest in, or relationship to, the Investor is deemed to make such person a beneficial owner of the Company's securities under Rule 13d-3 of the Securities Exchange Act of 1934, as amended, and within the meaning of Rule 506(d) of Regulation D. Under Rule 13d-3, a person is a beneficial owner of a security if such person, among other things, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, has or shares, or is deemed to have or share: (1) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (2) investment power, which includes the power to dispose, or to direct the disposition of, such security.

The Investor hereby represents that the information contained in this Section F is complete and accurate on the date hereof and may be relied upon by the Company and that the Investor will notify the Company immediately of any change in any of such information.

G. INDEMNIFICATION

The Investor shall indemnify and hold harmless the Company, the Manager, or the Company or the Manager's members, officers, employees, control persons, attorneys, other professionals and others with similar positions or duties) (and any of such person's similar persons if such person is an entity) (all of the foregoing "Indemnified Persons"): (1) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any actual or alleged misrepresentation or misstatement of facts or omissions to represent or state facts made by the Investor to the Company concerning the Investor or the Investor's financial position (including to any party who issues the verification of Accredited Investor status) in connection with the offering or sale of the Class A Preferred Units; or (2) any unsuccessful claim by the Investor against any Indemnified Person. Indemnification shall be against losses, liabilities and expenses, including, but not limited to, attorneys' fees, judgments, fines and amounts paid in

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the activities, functions or operations of the investor or (iii) bars the investor from being associated with any entity or from participating in the offering of any penny stock;

(e) is subject to any order of the SEC entered within five years of the date hereof, that, on the date hereof, orders the investor to cease and desist from committing or causing a violation of or future violation of: any scienter-based anti-fraud provision of the federal securities laws or (ii) Section 5 of the Securities Act;

(f) is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(g) has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years of the date hereof, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, on the date hereof, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issue; or

(h) is subject to a United States Postal Service false representation order entered within five years of the date hereof, or is, as of the date hereof, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

settlement, expenses, as actually and reasonably incurred by any Indemnified Person. In the event of any claim of indemnification by the Company (or by any Indemnified Persons) against the Investor, the Company shall be entitled to set off any such amounts due under this indemnification section against any income, capital or other accounts of the Investor in the Company, and in advance of setting off or after a demand for indemnification has been made by an Indemnified Person against the Investor, the Investor agrees the Company may freeze the Investor's accounts, pending further order pursuant to the Resolution of Disputes Section.

H. POWER OF ATTORNEY

The Investor hereby designates, constitutes and appoints the Manager of the Company and any predecessor or successor manager to the Company as the Investor's true and lawful attorney-in-fact ("Attorney-in-Fact") and in the Investor's name, place and stead, to make, execute, sign, acknowledge, and file all documents requisite to carry out the intention and purpose of this Agreement, including, without limitation, joinder to the Company's Limited Liability Company Agreement and any amendments to the Company's Limited Liability Company Agreement in accordance with its terms or the terms of this Agreement or in accordance with the Company's Limited Liability Company Agreement. The Investor agrees that the Attorney-in-Fact may sign any document manually or electronically in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees to be bound as if Investor had manually or electronically signed such documents. If the Investor signs this Subscription Agreement electronically the Investor agrees to be bound as if manually signed. Representation and Warranty (20) above is confirmed to be within the authority of this Power of Attorney. The Investor accepts all such amendments.

The Investor acknowledges and agrees that the foregoing power of attorney is irrevocable and is coupled with an interest, and will survive the disability of the Investor. The Investor will be bound by any representations made by the Attorney-in-Fact acting pursuant to this power of attorney, and hereby waives any and all defenses which may be available to contest, negate, or disaffirm the action of the Attorney-in-Fact taken under this power of attorney. The Investor acknowledges that the foregoing power of attorney is separate and in addition to the power of attorney granted in the Company's Limited Liability Company Agreement.

I. MISCELLANEOUS

1. *Acknowledgement and Consent.* The Investor acknowledges and consents (and if necessary, fully agrees) that Joseph D. Carney & Associates, LLC, an Ohio limited liability company, ("JDCA") has acted as legal counsel to the Company, the Manager, Kevin Wojton and and/or all other related individuals or entities mentioned in the Memorandum or which may be involved with the business of the Company, or which may be organized or operated in the future. JDCA services have been in connection with this offering of Class A Preferred Units and related or unrelated matters. The Investor understands that JDCA is **not** representing the Investor as an attorney (or in any other fashion) expressly or in any implied fashion in connection with the offering or in any manner or matter and that the Investor has been repeatedly encouraged to seek independent legal counsel and consult the Investor's other advisers with respect to its subscription in the Class A Preferred Units. The Investor understands that the Investor has indemnified JDCA

and its attorneys and personnel pursuant to the indemnification provisions herein and may indemnify them under the Company's Limited Liability Company Agreement. The Investor waives any concept of conflict associated with JDCA representing all of such entities, affiliates, related persons etc. now or in the future and consents to all such actions and activities or non-activities. The Investor understands that attorneys at JDCA may have been with other law firms and may have represented these entities or persons via such firms (and their attorneys) and all of such other firms (and their attorneys) are included within this acknowledgement and consent.

2. *Construction.* All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, singular, or plural as the identity of the person or persons may require.

3. *Modification/Amendment.* Neither this Agreement nor any provisions hereof shall be waived, modified, changed, discharged, terminated, revoked, or cancelled except by an instrument in writing signed by the party against whom any change, discharge, or termination is sought.

4. *Notices.* Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when personally delivered or sent by registered mail, return receipt requested, addressed to the other party at the address of such party set forth in the Memorandum, as amended from time to time, or, in the case of the Investor, at the address provided in this Agreement, or to such other address furnished by notice given in accordance with this Section I. Any notices to the Investor may be given by regular mail and may be given by electronic means including emails.

5. *Waiver.* Failure of the Company to exercise any right or remedy under this Agreement or any other agreement between the Company and the Investor, or otherwise, or any delay by the Company in exercising such right or remedy, will not operate as a waiver thereof. No waiver by the Company will be effective unless and until it is in writing and signed by the Company.

6. *Governing Law.* This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Ohio, as such laws are applied by Ohio courts to agreements entered into and to be performed in Ohio and shall be binding upon the Investor, the Investor's heirs, estate, legal representatives, successors, and assigns, and shall inure to the benefit of the Company and its successors and assigns.

7. *Resolution of Disputes Section.* All claims you bring against the Company, the Manager, any of its or his affiliates, or any Indemnified Person must be resolved in accordance with this Resolution of Disputes Section. All claims, disputes and controversies between or among you and any Indemnified Person, or among any of the Members, must be resolved by arbitration as provided herein, but any litigation, if any, must occur in a court located in Cuyahoga County, Ohio, or in the United States District Court for the Northern District for Ohio, Eastern Division, if federal jurisdiction exists.

Any Indemnified Person against whom a claim is made may it or their option demand the initiating party dismiss the court litigation and instead initiate an AAA arbitration pursuant to these provisions and pursuant to the commercial rules for management and for proceedings in Cuyahoga County, Ohio. Any party initiating litigation shall dismiss or stay such action and initiate the AAA arbitration pursuant to these provisions and the commercial rules.

8. *Severability.* In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

9. *Entire Agreement.* This Agreement, the Subscription Documents, the Memorandum, and the Company's Limited Liability Company Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous representations, warranties, agreements and understandings in connection therewith.

10. *Electronic Communication.* I agree to electronic communications with the Company pursuant to the Company's current electronic communication policy at the option of the Company.

[Remainder of Page Intentionally Blank; Signature Page Follows]

CLEVELAND ROCKS HOLDING, LLC
SUBSCRIPTION AGREEMENT SIGNATURE PAGE

This page constitutes the signature page for the Agreement. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send the Company written confirmation of such change; (3) the Investor is not subject to a disqualifying event as set forth in Rule 506(d) of Regulation D; and (4) the Investor agrees to sign this Subscription Agreement, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed, or may sign manually by pen and ink. The Investor hereby certifies that the Investor has read and understands the Memorandum, the Limited Liability Company Agreement and this Agreement.

IN WITNESS WHEREOF, the Investor has executed this Agreement this 18 day of JANUARY, 2018.

Number of Class A Preferred Units Subscribed for
(at $1.00/ Class A Preferred Unit): 10,000

Total Purchase Price: $ 10,000.00

Automatically reinvest distributions into new
Class A Preferred Units at $1.00/Class A Unit: Yes: _____ No: _____

NAME OF PURCHASER:

By: Theresa A Mathsza

Print Name: Theresa A. MATHSZAK

Its: owner

Please include a copy of a certified corporate or entity resolution or other document authorizing the above investment and signature and which evidences that it is a validly existence entity.

Accepted by Cleveland Rocks Holding, LLC:

By: Rocks Management, LLC

By; Kevin Wojton
Its: Manager
Date:

CLEVELAND ROCKS HOLDING, LLC

ENTITY AND COMPLEX TRUST INVESTOR SUBSCRIPTION BOOKLET

Instructions
Investor Questionnaire
Subscription Agreement
Internal Revenue Service Form W-9
Consent for Electronic Transactions, Records, and Signatures

INDEX TO SUBSCRIPTION BOOKLET

APPENDIX A
INSTRUCTIONS TO SUBSCRIPTION BOOKLET

CLEVELAND ROCKS HOLDING, LLC
INSTRUCTIONS TO SUBSCRIPTION BOOKLET

Cleveland Rocks Holding, LLC, an Ohio limited liability company (the "Company"), is delivering this subscription booklet ("Subscription Booklet") to you in connection with its offer and sale of its Class A Preferred Membership Interests ("Class A Preferred Units") pursuant to the terms set forth in the confidential private placement memorandum ("Memorandum"). Each investor desiring to purchase Class A Preferred Units ("Investor" or "Potential Investor") must complete and deliver an originally executed copy of the documents in this Subscription Booklet, which shall consist of the following: (1) a completed and executed entity and trust investor suitability questionnaire ("Suitability Questionnaire"); (2) a completed and executed entity and trust investor subscription agreement ("Agreement"); and (3) a completed and executed IRS Form W-9 (collectively referred to as the "Subscription Documents"). Each of the Subscription Documents may be manually signed or, at the request of the Company, may be electronically signed in accordance with applicable state and federal electronic signature acts and in so doing each Investor agrees to be bound as if it was manually signed.

Investors must also deliver, if requested by the Company, additional documentation to establish the suitability of the Investor and to ensure compliance with federal and state securities laws applicable to the offering.

All information supplied in the Subscription Documents should be typed or printed in ink. You must carefully read the Subscription Documents prior to execution. If there is anything in the Subscription Documents that you do not understand, you are encouraged to seek clarification from the Company.

Suitability Questionnaire:

The Suitability Questionnaire is the document which provides the Company with necessary information that allows it to determine whether you meet certain suitability requirements for the offer and sale of the Class A Preferred Units. The information contained in the Suitability Questionnaire also assists the Company in determining whether the Class A Preferred Units are exempt from registration under applicable state and federal securities laws.

Please answer all questions in the Suitability Questionnaire. Once completed, please sign and date the signature page. Depending on the factual circumstances, the Company may also request you complete an individual and IRA investor suitability questionnaire in addition to the Suitability Questionnaire attached herein.

Subscription Agreement:

The subscription agreement is the document by which you subscribe for the Class A Preferred Units of the Company and make representations indicating that you are qualified to hold the Class A Preferred Units.

In completing the Agreement, **please fill out the documents completely in the applicable spaces to insert responsive information**. In addition, please fill in the information on the signature page with the number of Class A Preferred Units you wish to subscribe for and the total purchase price. Finally, please sign and date the signature page to the Agreement.

IRS Form W-9:

The IRS Form W-9 allows the Company to obtain your taxpayer identification number so that it may prepare or cause to be prepared a partnership return in accordance with applicable tax laws. Please complete, sign, and date the form (**Note** – do not send the form to the IRS).

Delivery of Subscription Booklets:

Completed Subscription Booklets, along with your payment for the Class A Preferred Units, should be delivered to the Company on or before the Offering Termination Date (as defined in the Memorandum) to the following address:

Cleveland Rocks Holding, LLC
Attn: Rocks Management, LLC
Attn: Kevin Wojton
1236 Ford Rd.,
Lyndhurst, OH 44124
Email: kfwojton@gmail.com
Phone: (423) 598-6668

If your subscription is not accepted, the Subscription Documents shall have no force or effect. If your subscription is accepted, however, a copy of the accepted Subscription Documents by the Company will be returned to you for your records.

For additional information concerning subscriptions or the Subscription Booklets, you should contact the Company's Manager at the contact information provided above.

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APPENDIX B
ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE

CLEVELAND ROCKS HOLDING, LLC
ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE

Cleveland Rocks Holding, LLC, an Ohio limited liability company, intends to offer to suitable and qualified investors the opportunity to invest in Class A Preferred Units of the Company for a subscription price of One Dollar ($1.00) per Class A Unit. Prior to investing in the Company, each Potential Investor must be qualified as to its ability to undertake an investment in the Company and its capacity to evaluate its merits and risks. The Company will rely upon the accuracy and completeness of the information provided herein, and any other information it possesses, to establish that the issuance of the Class A Preferred Units is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws. Accordingly, the Company requires that each Potential Investor complete, execute, and date the following questionnaire.

PLEASE COMPLETE THIS SUITABILITY QUESTIONNAIRE FOR THE ENTITY/TRUST. ADDITIONALLY, AT THE OPTION OF THE COMPANY (FOR WHICH THE COMPANY WILL ADVISE YOU), EACH PARTNER, MEMBER, SHAREHOLDER, OR BENEFICIARY OF THE ENTITY/TRUST SHALL COMPLETE A SUITABILITY QUESTIONNAIRE TITLED "INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE." PLEASE CONTACT THE COMPANY IF THERE IS A LARGE NUMBER OF SUCH INDIVIDUALS TO DISCUSS IF THAT IS AN ISSUE FOR YOU.

ENTITY AND TRUST INVESTORS

(1) Investor Type: The Class A Preferred Units will be held under the following type of ownership (please check applicable option):

_____ Corporation	___✓___ Limited Liability Company	_____ General Partnership
_____ Limited Partnership	_____ Irrevocable Trust	_____ Revocable Trust[1]
_____ Estate	_____ Other Specify_____	

(2) Business Address: 13443 Detroit Road, Lakewood, OH 44107

(3) Telephone Number: REDACT

(4) Taxpayer I.D. No. (required for IRS Form W-9): REDACT
(In addition, you must still fill out Form W-9)

(5) Nature of Business: Real Estate Investments

(6) State and Date of Organization or Incorporation:

April 26th, 2017

[1] (Revocable Trusts generally fill out the Individual and IRA Subscription Agreement)

State: Ohio

Date: April 26th, 2017

(7) Location of Principal Office (if different from above): Same

(8) Are all of the beneficial owners of the organization residents of the state of organization? (please circle answer)

(YES) NO

If not, please indicate all other states the beneficial owners of the organization are residents of:

Beneficial Owner	**State of Residence**

(9) Do you have the power and authority to execute, deliver, and comply with the terms of the Subscription Documents, the Company's Limited Liability Company Agreement, and the various other documents required on behalf of the entity investing in the Company? (please circle answer)

(YES) NO

(10) Do you feel you have sufficient knowledge of investments in general, and investments similar to the Company in particular, to evaluate the risks associated with investing in the Company? (please circle answer)

(YES) NO

(11) Does the entity have substantial or meaningful prior investment experience in private placement type programs? (please circle answer)

(YES) NO

(12) Does the Company understand from its discussions with the entity's representatives that the entity has prior investment experience in private placement type programs? (please circle answer)

YES NO

(13) Do you, and the other members, partners, or shareholders of the entity (or beneficiaries if a trust), understand that there will be substantial restrictions on the ability to resell any Unit in the Company purchased and that, in any event, the entity will not be able to resell any Unit in the Company purchased unless an exemption from registration is available under the federal securities laws and applicable state securities laws? (please circle answer)

YES NO

(14) Was this corporation or organization formed specifically to acquire the Class A Preferred Units? (please circle **any** answer)

YES NO

(15) The entity is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. (See subscription agreement for definitions) (please circle **any** answer)

YES NO

[Remainder of Page Intentionally Blank; Signature Page Follows]

CLEVELAND ROCKS HOLDING, LLC
ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE SIGNATURE PAGE

This page constitutes the signature page for the Suitability Questionnaire. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the Company's acceptance of the subscription and will promptly send the Company written confirmation of such change; and (3) the Investor agrees to sign this Suitability Questionnaire, either manually, or if so requested, electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed.

IN WITNESS WHEREOF, the Investor has executed this Agreement as of the date written below.

NAME OF PURCHASER: _____

By: Timothy Bratz

Name: CLE Turnkey Real Estate LLC

Its: Member

Dated: 3/12/18

APPENDIX C
ENTITY AND TRUST INVESTOR SUBSCRIPTION AGREEMENT

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH STATE LAWS. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE PRIVATE PLACEMENT MEMORANDUM TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

AN INVESTOR SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION AND, THEREFORE, CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THERE IS NO OBLIGATION OF THE COMPANY TO REGISTER THE SECURITIES UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION. TRANSFER OF THE SECURITIES IS ALSO RESTRICTED BY THE TERMS OF THE OPERATING AGREEMENT RELATING THERETO.

CLEVELAND ROCKS HOLDING, LLC
ENTITY AND TRUST INVESTOR SUBSCRIPTION AGREEMENT

This Agreement is entered into by and between Cleveland Rocks Holding, LLC, an Ohio limited liability company, and the undersigned Prospective Investor in connection with the Investor's purchase of the Class A Preferred Units in the Company pursuant to the Memorandum for the Company, which shall include all exhibits and any amendments thereof and supplements thereto.

In consideration of the Company's agreement to accept the Investor as a Member of the Company upon the terms and conditions set forth herein, pursuant to the Limited Liability Company Agreement of the Company (signed by the Investor via the Power of Attorney contained in this Agreement) and as further set forth in the Memorandum, the Investor agrees, represents and warrants as follows:

DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, all of the capitalized words in this Agreement will have the meanings set forth in the provisions of this Agreement in which they first appear, or, if not defined in this Agreement, such words will have the meanings set forth in the instructions to this Subscription Booklet or the Memorandum, which shall include all exhibits and any amendments thereof and supplements thereto.

B. ACKNOWLEDGEMENTS

The Investor hereby acknowledges, agrees, represents, and warrants that:

1. The Investor has carefully reviewed the Memorandum;

2. The Investor has been given a copy of the Company's Limited Liability Company Agreement of the Company, and has carefully reviewed the same to the extent that the Investor and the Investor's professional advisors have deemed necessary and prudent; and further understands that the Investor will be bound by it in its final form if its current form is not final;

3. The Investor has had an opportunity to consult with the Investor's tax, legal, financial, and business advisors regarding the provisions of the foregoing documents and each of the other agreements and documents referred to in the Memorandum;

4. Any questions regarding the Memorandum, the proposed business of the Company, the methods of operations of the Company, or the governing documents of either have been answered to the Investor's full satisfaction and the satisfaction of the Investor's tax, legal, financial, and business advisors; and

5. No oral or written statement or inducement contrary to the information set forth in the Memorandum has been made to the Investor by or on behalf of the Company, or if made, the Investor is not relying on any such information contrary to what is contained in the Memorandum.

C. SUBSCRIPTION AND ACCEPTANCE

1. The Investor hereby subscribes for and agrees to purchase the Class A Preferred Units set forth on the signature page hereto for a subscription price of One Dollars ($1.00) per Class A Unit. The aggregate purchase price for the Class A Preferred Units shall be made payable to the order of the Company by personal or certified check, wire transfer of immediately available funds, or other means approved by the Company, and shall be delivered together with executed copies of this Agreement and the other Subscription Documents to:

Cleveland Rocks Holding, LLC
Attn: Rocks Management, LLC
Attn: Kevin Wojton
1236 Ford Rd.,
Lyndhurst, OH 44124
Email: kfwojton@gmail.com
Phone: (423)598-6668

2. The Investor hereby acknowledges that this Agreement may be rejected, in whole or in part, in the sole discretion of the Company prior to the termination date of this offering as defined in the Memorandum, notwithstanding prior receipt by the Investor of notice of acceptance of the Investor's subscription

3. This subscription is revocable until accepted by the Company. In the event the Company accepts this Agreement, the Company shall, upon receipt of the purchase price, deliver confirmation and/or other documents representing the Class A Preferred Units to the Investor. To revoke your proposed subscription, deliver written notice to the Company prior to the acceptance of your subscription and your funds will be returned. After acceptance, this Agreement is irrevocable.

4. The Company may only accept subscriptions from persons who meet certain suitability standards. Therefore, certain information is requested in the Suitability Questionnaires. In furnishing such information, the Investor acknowledges that the Company will be relying thereon in determining, among other things, whether there are reasonable grounds to believe that the Investor qualifies as an "accredited investor" under Rule 501(a) of the Securities Act for the purposes of the proposed investment.

5. The Class A Preferred Units will be issued under the definitive Limited Liability Company Agreement of the Company. The Investor hereby requests and authorizes the Company to enter the Investor's name in the books and records of the Company as a holder of the Class A Preferred Units.

6. The Class A Preferred Units to be issued on account of this Agreement shall be issued only in the name of the Investor, and the Investor agrees to comply with the terms of the Limited Liability Company Agreement of the Company and to execute any and all further documents necessary in connection with becoming a Member of the Company.

D. REPRESENTATIONS AND WARRANTIES

The Investor hereby represents and warrants to, and covenants with, the Company, existing investors, and all of the other purchasers of the Class A Preferred Units as follows:

1. The Investor, if a corporation, limited liability company, partnership, trust, or other entity, is duly organized, validly existing and in good standing under the laws of the state of its organization or incorporation, and is qualified to do business in every jurisdiction in which it is required to be so qualified.

2. The Investor has full power and authority to make the representations in this Agreement, to purchase the Class A Preferred Units pursuant to this Agreement and the Memorandum, and to execute and deliver this Agreement.

3. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the Memorandum, and the performance of the obligations hereunder will not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which the Investor is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation applicable to the Investor.

4. The Class A Preferred Units are being purchased for the Investor's own account, for investment purposes only, and not for the account of any other person (if the Investor is acquiring the Class A Preferred Units as a trustee, then the Class A Preferred Units are being purchased solely for the account of the trust), and not with a view to distribution, assignment, or resale to others or to fractionalization in whole or in part, and that the offering and sale of the Class A Preferred Units is intended to be exempt from registration under the Securities Act by virtue of Section 4(a)(2) and the provisions of Regulation D promulgated thereunder ("Regulation D"), and applicable state securities laws.

5. Unless otherwise disclosed to the Company, no other person has or will have a direct or indirect beneficial interest in the Class A Preferred Units, and the Investor will not sell, hypothecate, or otherwise transfer the Class A Preferred Units except in accordance with the Securities Act and applicable state securities laws or unless, in the opinion of counsel for the Company, an exemption from the registration requirements of the Securities Act and such laws is available.

6. The Company is under no obligation to register the Class A Preferred Units on behalf of the Investor or to assist the Investor in complying with any exemption from registration.

7. The Investor has been furnished with and has carefully read the Memorandum. In evaluating the suitability of an investment in the Company, the Investor has not relied upon any representations or other information (whether oral or written) from the Company or any of its agents other than as set forth in the Memorandum, and no oral or written representation or information has been made or furnished to the Investor or the Investor's advisors in connection with the offering of the Class A Preferred Units which is in any way inconsistent with the Memorandum, or if so, any information inconsistent with the Memorandum is not being relied upon by the Investor.

8. The Company has made available to the Investor all documents and information that the Investor has requested relating to an investment in the Company.

9. The Investor recognizes the Company has only recently been organized, that it has little financial or operating history and that an investment in the Company involves substantial risks, and the Investor is fully cognizant of and understands all of the risk factors related to the purchase of the Class A Preferred Units, including, but not limited to, those set forth under the "Risk Factors" section in the Memorandum. Accordingly, Investors understand that they could lose their entire investment in the Company and represent that they have the financial capacity to withstand the occurrence of such event.

10. The Investor has carefully considered and has, to the extent the Investor believes such discussion necessary, discussed the suitability of an investment in the Company for the Investor's particular tax and financial situation with the Investor's professional legal, tax, financial, and business advisors, and the Investor has determined that the Class A Preferred Units are a suitable investment for the Investor.

11. If the Investor is a pension plan, Individual Retirement Account, or other tax-exempt entity, the Investor is aware that it may be subject to federal income tax on any unrelated business taxable income from an investment in the Company.

12. All information which the Investor has provided to the Company concerning the Investor and the Investor's financial position is correct and complete as of the date set forth below, and if there should be any change in such information prior to the acceptance of this Agreement by the Company, the Investor will immediately provide such information to the Company.

13. The Investor, including its partners, members, and principal shareholders, (1) to the best of such persons' knowledge, is not in violation of any laws, executive orders or regulations relating to terrorism or money laundering, including Executive Order No. 13224 – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001 (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107 56) (the "USA Patriot Act"), enacted October 26, 2001, as amended, and the Investor has not been designated as a "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation, or transaction pursuant to the Executive Order, the USA Patriot Act or any other law, order, rule, or regulation; (2) is currently in compliance with and will remain in compliance with the Executive Order, the USA Patriot Act and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury, and any statute, executive order and other governmental action relating thereto; and (3) is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

14. The Investor, either alone or together with its purchaser representative, has such knowledge and experience in financial and business matters in general, and financial and business matters relating to the Company's proposed business in particular, that the Investor is capable of evaluating the merits and risks of an investment in the Class A Preferred Units.

15. The Investor: (1) does not have an overall commitment to investments which are not readily marketable that is disproportionate to the Investor's net worth, and the Investor's investment in the Class A Preferred Units will not cause such overall commitment to become excessive; and (2) has adequate net worth and means of providing for the Investor's current needs and personal contingencies to sustain a complete loss of the Investor's investment in the Class A Preferred Units.

16. The Investor understands that the failure to complete and return the attached IRS Form W-9 to the Company in accordance with the instructions thereon may result in the imposition of backup withholding of any payment made in respect of the Class A Preferred Units.

17. The Investor is fully aware of any and all restrictions imposed by the Company on the further distribution, transfer or resale of the Class A Preferred Units.

18. The Investor was not organized for the purpose of acquiring the Class A Preferred Units.

19. The Investor is a corporation, limited liability company, partnership, trust or other entity duly organized and validly existing in the State of Ohio or _____ (insert state if other than Ohio).

20. The Investor is authorizing the Manager, (the "Manager"), Rocks Management, LLC or any prior or successor Manager, to execute the Company's Limited Liability Company Agreement on behalf of the Investor and that the Investor agrees to sign this Subscription Agreement and other Subscription Documents manually or at the election of the Company, electronically in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees to be bound as if manually signed.

The foregoing representations and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the acceptance hereof by the Company and shall survive thereafter. If such representations and warranties shall not be true and accurate in any respect, the Investor will, prior to such acceptance, give written notice of such fact to the Company specifying which representations and warranties are not true and accurate and the reasons therefor.

E. ACCREDITED AND NON-ACCREDITED INVESTOR STATUS

The Investor represents and warrants that the Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D ("Accredited Investor"), or, if not an Accredited Investor, the Investor either alone or with the Investor's purchaser representative(s) has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the prospective investments. To be an Investor in the Company, the Investor must be one of the following (please initial the appropriate line or lines):

TB

TB A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a person who has such knowledge and experience in financial and business matters capable of evaluating the merits and risks of the prospective investment;

_____ A bank as defined in Section 3(a)(2) of the Securities Act, or a 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; a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivision, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

_____ An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for

the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

_____ A private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

_____ An employee benefit plan within the meaning of the Employee Retirement Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, 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;

TB An entity in which all of the equity owners, or a living trust or other revocable trust in which all of the grantors and trustees are accredited investors; or

_____ None of the above, but have, either alone or with a purchaser representative, such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investments.

F. DISQUALIFYING EVENTS

The Investor represents and warrants that the Investor has not been subject to any disqualifying event specified in Rule 506(d) of the Securities Act and is not subject to any proceeding or event that could result in any such disqualifying event.[2] The Investor agrees to immediately notify

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[2] The investor is subject to a disqualifying event under Rule 506(d) of the Securities Act if the investor:

(a) has been convicted within ten years (or five years, in the case of the Company, its predecessors and affiliated issuers) of the date hereof of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC, or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(b) is subject to any order, judgment or decree of any court of competent jurisdiction entered within five years of the date hereof that presently restrains or enjoins the subscriber from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(c) is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the Commodity Futures Trading Commission; or the National Credit Union Administration that: (i) as of the date hereof, bars the investor from (A) association with an entity regulated by such commission, authority, agency or officer, (B) engaging in the business of securities, insurance or banking or (C) engaging in savings association or credit union activities, or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years of the date hereof;

(d) is subject to any order of the SEC pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act that as of the date hereof (i) suspends or revokes the investor's registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on

the Company in writing if the Investor becomes subject to a disqualifying event at any date after the date hereof.

For purposes of this Section, reference to "Investor" shall include any person whose interest in, or relationship to, the Investor is deemed to make such person a beneficial owner of the Company's securities under Rule 13d-3 of the Securities Exchange Act of 1934, as amended, and within the meaning of Rule 506(d) of Regulation D. Under Rule 13d-3, a person is a beneficial owner of a security if such person, among other things, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, has or shares, or is deemed to have or share: (1) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (2) investment power, which includes the power to dispose, or to direct the disposition of, such security.

The Investor hereby represents that the information contained in this Section F is complete and accurate on the date hereof and may be relied upon by the Company and that the Investor will notify the Company immediately of any change in any of such information.

G. INDEMNIFICATION

The Investor shall indemnify and hold harmless the Company, the Manager, or the Company or the Manager's members, officers, employees, control persons, attorneys, other professionals and others with similar positions or duties) (and any of such person's similar persons if such person is an entity) (all of the foregoing "Indemnified Persons"): (1) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any actual or alleged misrepresentation or misstatement of facts or omissions to represent or state facts made by the Investor to the Company concerning the Investor or the Investor's financial position (including to any party who issues the verification of Accredited Investor status) in connection with the offering or sale of the Class A Preferred Units; or (2) any unsuccessful claim by the Investor against any Indemnified Person. Indemnification shall be against losses, liabilities and expenses, including, but not limited to, attorneys' fees, judgments, fines and amounts paid in

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the activities, functions or operations of the investor or (iii) bars the investor from being associated with any entity or from participating in the offering of any penny stock;

(e) is subject to any order of the SEC entered within five years of the date hereof, that, on the date hereof, orders the investor to cease and desist from committing or causing a violation of or future violation of: any scienter-based anti-fraud provision of the federal securities laws or (ii) Section 5 of the Securities Act;

(f) is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(g) has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years of the date hereof, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, on the date hereof, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issue; or

(h) is subject to a United States Postal Service false representation order entered within five years of the date hereof, or is, as of the date hereof, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

settlement, expenses, as actually and reasonably incurred by any Indemnified Person. In the event of any claim of indemnification by the Company (or by any Indemnified Persons) against the Investor, the Company shall be entitled to set off any such amounts due under this indemnification section against any income, capital or other accounts of the Investor in the Company, and in advance of setting off or after a demand for indemnification has been made by an Indemnified Person against the Investor, the Investor agrees the Company may freeze the Investor's accounts, pending further order pursuant to the Resolution of Disputes Section.

H. POWER OF ATTORNEY

The Investor hereby designates, constitutes and appoints the Manager of the Company and any predecessor or successor manager to the Company as the Investor's true and lawful attorney-in-fact ("Attorney-in-Fact") and in the Investor's name, place and stead, to make, execute, sign, acknowledge, and file all documents requisite to carry out the intention and purpose of this Agreement, including, without limitation, joinder to the Company's Limited Liability Company Agreement and any amendments to the Company's Limited Liability Company Agreement in accordance with its terms or the terms of this Agreement or in accordance with the Company's Limited Liability Company Agreement. The Investor agrees that the Attorney-in-Fact may sign any document manually or electronically in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees to be bound as if Investor had manually or electronically signed such documents. If the Investor signs this Subscription Agreement electronically the Investor agrees to be bound as if manually signed. Representation and Warranty (20) above is confirmed to be within the authority of this Power of Attorney. The Investor accepts all such amendments.

The Investor acknowledges and agrees that the foregoing power of attorney is irrevocable and is coupled with an interest, and will survive the disability of the Investor. The Investor will be bound by any representations made by the Attorney-in-Fact acting pursuant to this power of attorney, and hereby waives any and all defenses which may be available to contest, negate, or disaffirm the action of the Attorney-in-Fact taken under this power of attorney. The Investor acknowledges that the foregoing power of attorney is separate and in addition to the power of attorney granted in the Company's Limited Liability Company Agreement.

I. MISCELLANEOUS

1. *Acknowledgement and Consent.* The Investor acknowledges and consents (and if necessary, fully agrees) that Joseph D. Carney & Associates, LLC, an Ohio limited liability company, ("JDCA") has acted as legal counsel to the Company, the Manager, Kevin Wojton and and/or all other related individuals or entities mentioned in the Memorandum or which may be involved with the business of the Company, or which may be organized or operated in the future. JDCA services have been in connection with this offering of Class A Preferred Units and related or unrelated matters. The Investor understands that JDCA is **not** representing the Investor as an attorney (or in any other fashion) expressly or in any implied fashion in connection with the offering or in any manner or matter and that the Investor has been repeatedly encouraged to seek independent legal counsel and consult the Investor's other advisers with respect to its subscription in the Class A Preferred Units. The Investor understands that the Investor has indemnified JDCA

and its attorneys and personnel pursuant to the indemnification provisions herein and may indemnify them under the Company's Limited Liability Company Agreement. The Investor waives any concept of conflict associated with JDCA representing all of such entities, affiliates, related persons etc. now or in the future and consents to all such actions and activities or non-activities. The Investor understands that attorneys at JDCA may have been with other law firms and may have represented these entities or persons via such firms (and their attorneys) and all of such other firms (and their attorneys) are included within this acknowledgement and consent.

2. *Construction.* All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, singular, or plural as the identity of the person or persons may require.

3. *Modification/Amendment.* Neither this Agreement nor any provisions hereof shall be waived, modified, changed, discharged, terminated, revoked, or cancelled except by an instrument in writing signed by the party against whom any change, discharge, or termination is sought.

4. *Notices.* Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when personally delivered or sent by registered mail, return receipt requested, addressed to the other party at the address of such party set forth in the Memorandum, as amended from time to time, or, in the case of the Investor, at the address provided in this Agreement, or to such other address furnished by notice given in accordance with this Section I. Any notices to the Investor may be given by regular mail and may be given by electronic means including emails.

5. *Waiver.* Failure of the Company to exercise any right or remedy under this Agreement or any other agreement between the Company and the Investor, or otherwise, or any delay by the Company in exercising such right or remedy, will not operate as a waiver thereof. No waiver by the Company will be effective unless and until it is in writing and signed by the Company.

6. *Governing Law.* This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Ohio, as such laws are applied by Ohio courts to agreements entered into and to be performed in Ohio and shall be binding upon the Investor, the Investor's heirs, estate, legal representatives, successors, and assigns, and shall inure to the benefit of the Company and its successors and assigns.

7. *Resolution of Disputes Section.* All claims you bring against the Company, the Manager, any of its or his affiliates, or any Indemnified Person must be resolved in accordance with this Resolution of Disputes Section. All claims, disputes and controversies between or among you and any Indemnified Person, or among any of the Members, must be resolved by arbitration as provided herein, but any litigation, if any, must occur in a court located in Cuyahoga County, Ohio, or in the United States District Court for the Northern District for Ohio, Eastern Division, if federal jurisdiction exists.

Any Indemnified Person against whom a claim is made may it or their option demand the initiating party dismiss the court litigation and instead initiate an AAA arbitration pursuant to these provisions and pursuant to the commercial rules for management and for proceedings in Cuyahoga County, Ohio. Any party initiating litigation shall dismiss or stay such action and initiate the AAA arbitration pursuant to these provisions and the commercial rules.

8. *Severability.* In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

9. *Entire Agreement.* This Agreement, the Subscription Documents, the Memorandum, and the Company's Limited Liability Company Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous representations, warranties, agreements and understandings in connection therewith.

10. *Electronic Communication.* I agree to electronic communications with the Company pursuant to the Company's current electronic communication policy at the option of the Company.

[Remainder of Page Intentionally Blank; Signature Page Follows]

CLEVELAND ROCKS HOLDING, LLC
SUBSCRIPTION AGREEMENT SIGNATURE PAGE

This page constitutes the signature page for the Agreement. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send the Company written confirmation of such change; (3) the Investor is not subject to a disqualifying event as set forth in Rule 506(d) of Regulation D; and (4) the Investor agrees to sign this Subscription Agreement, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed, or may sign manually by pen and ink. The Investor hereby certifies that the Investor has read and understands the Memorandum, the Limited Liability Company Agreement and this Agreement.

IN WITNESS WHEREOF, the Investor has executed this Agreement this 12th day of March, 2018.

Number of Class A Preferred Units Subscribed for (at $1.00/ Class A Preferred Unit): 65,000

Total Purchase Price: $ 65,000.00

Automatically reinvest distributions into new Class A Preferred Units at $1.00/Class A Unit: Yes: _____ No: ✓

NAME OF PURCHASER:

By: _____, member

Print Name: Timothy Bratz

Its: Member

Please include a copy of a certified corporate or entity resolution or other document authorizing the above investment and signature and which evidences that it is a validly existence entity.

Accepted by Cleveland Rocks Holding, LLC:

By: Rocks Management, LLC

_____

By; Kevin Wojton
Its: Manager
Date:

Cleveland Rocks Holding LLC , LLC

INDIVIDUAL IRA and COMPANY INVESTOR SUBSCRIPTION BOOKLET

INDEX TO SUBSCRIPTION BOOKLET

APPENDIX A

INSTRUCTIONS TO SUBSCRIPTION BOOKLET

Cleveland Rocks Holding LLC , LLC, an Ohio limited liability company (the "Company"), is delivering this subscription booklet ("Subscription Booklet") to you in connection with its offer and sale of its Class A Preferred Membership Interests of the Company ("Class A Preferred Units") pursuant to the terms set forth in the confidential private placement memorandum ("Memorandum"). Each investor desiring to purchase Class A Preferred Units ("Investor" or "Potential Investor") must complete and deliver an originally executed copy of the documents in this Subscription Booklet, which shall consist of the following:

(1) a completed and executed individual and IRA investor suitability questionnaire ("Suitability Questionnaire");
(2) a completed and executed individual and IRA investor subscription agreement ("Agreement"); and
(3) a completed and executed IRS Form W-9 (collectively referred to as the "Subscription Documents"). Each of the Subscription Documents may be electronically signed in accordance with applicable state and federal electronic signature acts and in so doing each Investor agrees to be bound as if manually signed. They may also be manually signed.

Investors must also deliver, if requested by the Company, additional documentation to establish the suitability of the Investor and to ensure compliance with federal and state securities laws applicable to the offering.

All information supplied in the Subscription Documents should be typed or printed in ink. You must carefully read the Subscription Documents prior to execution. If there is anything in the Subscription Documents that you do not understand, you are encouraged to seek clarification from the Company.

Suitability Questionnaire:

The Suitability Questionnaire is the document which provides the Company with necessary information that allows it to determine whether you meet certain suitability requirements for the offer and sale of the Class A Preferred Units. The information contained in the Suitability Questionnaire also assists the Company in determining whether the Class A Preferred Units are exempt from registration under applicable state and federal securities laws.

Please answer all questions in the Suitability Questionnaire. Once completed, please sign and date the signature page

Subscription Agreement:

The subscription agreement is the document by which you subscribe for the Class A Preferred Units in the Company and make representations indicating that you are qualified to hold the Class A Preferred Units. In completing the Agreement, please fill out the documents completely in the applicable spaces to insert responsive information. In addition, please fill in the information on the signature page with the number of Class A Preferred Units you wish to subscribe for and the total purchase price. Finally, please sign and date the signature page to the Agreement.

IRS Form W-9:

The IRS Form W-9 allows the Company to obtain your taxpayer identification number so that it may prepare or cause to be prepared a partnership return in accordance with applicable tax laws. Please complete, sign, and date the form (Note – do not send the form to the IRS).

Delivery of Subscription Booklets:

Completed Subscription Booklets, along with your payment for the Class A Preferred Units, should be delivered to the Company or directly to the Manager on or before the Offering Termination Date (as defined in the Memorandum) to the following address:

Cleveland Rocks Holding LLC
Attn: Kevin Wojton
2831 Franklin Blvd, Cleveland, Ohio, 44113

Email: kfwojton@gmail.com Phone: (216) 392-0278

If your subscription is not accepted, the Subscription Documents shall have no force or effect. If your subscription is accepted, however, a copy of the accepted Subscription Documents by the Company will be returned to you for your records.

For additional information concerning subscriptions or the Subscription Booklets, you should contact Kevin Wojton, the Company's Manager at the contact information provided above.

APPENDIX B

INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE

Cleveland Rocks Holding LLC , LLC, an Ohio limited liability company, intends to offer to suitable and qualified investors the opportunity to invest in Class A Preferred Units in the Company for a subscription price of one dollar and ninety cents ($1.90) per Class A Preferred Unit. Prior to investing in the Company, each Potential Investor must be qualified as to its ability to undertake an investment in the Company and its capacity to evaluate its merits and risks. The Company will rely upon the accuracy and completeness of the information provided herein, and any other information it possesses, to establish that the issuance of the Class A Preferred Units is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws. Accordingly, the Company requires that each Potential Investor complete, execute, and date the following questionnaire.

IF THE POTENTIAL INVESTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, TRUST OR OTHER ENTITY, PLEASE COMPLETE THE SUITABILITY QUESTIONNAIRE TITLED "ENTITY AND TRUST INVESTOR SUITABILITY QUESTIONNAIRE" FOR THE ENTITY/TRUST AND COMPLETE THIS "INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE" FOR EACH MEMBER, PARTNER, SHAREHOLDER, OR BENEFICIARY OF SUCH ENTITY/TRUST. PLEASE CONTACT THE COMPANY IF THERE IS A LARGE NUMBER OF SUCH INDIVIDUALS TO DISCUSS IF THAT IS AN ISSUE FOR YOU

THIS QUESTIONNAIRE IS NOT AN OFFER TO SELL, A SOLICITATION OF AN OFFER TO BUY, OR A SALE OF THE CLASS A PREFERRED UNITS.

1. Name: Antonia E. Robert

2. Age: REDACT

3. Residence Address: REDACT

4. Business Address: 2100 Superior Ave., Cleveland, OH 44114

5. To which Address should mailed notices and tax filings be sent to? : Residence

6. Phone Number: REDACT

7. Main Email Address: REDACT

8. SSN or EIN (also needs to be on w9): [redacted]

9. Ohio State Driver's License #: [redacted]
(if not Ohio resident please submit state level identification)

10. I am an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under

the Securities Act. (See subscription agreement for definitions) (please circle)(The Company is permitted an unlimited number of accredited investors and up to 35 non accredited investors for your information.)

Yes No

11. Do you feel you have sufficient knowledge of investments in general, and investments similar to the Company in particular, to evaluate the risks associated with investing in the Company? (please circle answer)

Yes No

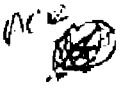
12. Does the Company understand from its discussions and interactions with you that you have experience in private placements and have you discussed these experiences with the Company?(please circle answer)

Yes No

13. Do you understand that there will be substantial restrictions on your ability to resell any Class A Preferred Unit in the Company you purchase and that, in any event, you will not be able to resell any Class A Preferred Units in the Company you purchase unless an exemption from registration is available under the federal securities laws and applicable state securities laws? (please circle answer)

Yes No

14. Is your overall commitment to investments which are not readily marketable excessive in view of your net worth and financial circumstances? (please circle answer)

 No

15. Would the purchase of the Class A Preferred Units of the Company cause your overall commitment to investments which are not readily marketable excessive? (please circle answer)

Yes (No)

16. If you answered "yes" to question 15, do you acknowledge that you have the financial wherewithal and sophistication to withstand such excessive commitment? (please circle answer)

Yes No

Cleveland Rocks Holding LLC INDIVIDUAL AND IRA INVESTOR SUITABILITY QUESTIONNAIRE SIGNATURE PAGE

This page constitutes the signature page for the Suitability Questionnaire. The Investor represents to the Company that; (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the Company's acceptance of the subscription and will promptly send the Company written confirmation of such change; and (3) the Investor agrees to sign this Suitability Questionnaire, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed.

IN WITNESS WHEREOF, the Investor has executed this Agreement as of the date written below.

Signature: _____
Name: Antonin E. Roka, I
Date: 2-2-22

APPENDIX C - INDIVIDUAL AND IRA INVESTOR SUBSCRIPTION AGREEMENT

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH STATE LAWS. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE PRIVATE PLACEMENT MEMORANDUM TO WHICH THIS

1. The Investor has carefully reviewed the Memorandum;

2. The Investor has been given a copy of the Company's Limited Liability Company Agreement, and has carefully reviewed the same to the extent that the Investor and the Investor's professional advisors have deemed necessary and prudent; and further understands that the Investor will be bound by it in its final form if its current form is not final.

3. The Investor has had an opportunity to consult with the Investor's tax, legal, financial, and business advisors regarding the provisions of the foregoing documents and each of the other agreements and documents referred to in the Memorandum;

4. Any questions regarding the Memorandum, the proposed business of the Company, the methods of operations of the Company, or the governing documents of either have been answered to the Investor's full satisfaction and the satisfaction of the Investor's tax, legal, financial, and business advisors; and

5. No oral or written statement or inducement contrary to the information set forth in the Memorandum has been made to the Investor by or on behalf of the Company, or if made, the Investor is not relying on any such information contrary to what is contained in the Memorandum

C. SUBSCRIPTION AND ACCEPTANCE

1. The Investor hereby subscribes for and agrees to purchase the Class A Preferred Units set forth on the signature page hereto for a subscription price of one dollar and ninety cents ($1.90) per Class A Preferred Unit. The aggregate purchase price for the Class A Preferred Units shall be made payable to the order of the Company by personal or certified check, wire transfer of immediately available funds, or other means approved by the Company, and shall be delivered together with executed copies of this Agreement and the other Subscription Documents to the Manager

2. The Investor hereby acknowledges that this Agreement may be rejected, in whole or in part, in the sole discretion of the Company prior to the termination date of this offering as defined in the Memorandum, notwithstanding prior receipt by the Investor of notice of acceptance of the Investor's subscription

3. This subscription is revocable until accepted by the Company. In the event the Company accepts this Agreement, the Company shall, upon receipt of the purchase price, deliver confirmation and/or other documents representing the Class A Preferred Units to the Investor. To revoke your proposed subscription, deliver written notice to the Company prior to the acceptance of your subscription and your funds will be returned. After acceptance, this Agreement is irrevocable.

4. The Company may only accept subscriptions from persons who meet certain suitability standards. Therefore, certain information is requested in the Suitability Questionnaires. In furnishing such information, the Investor acknowledges that the Company will be relying thereon in determining, among other things, whether there are reasonable grounds to believe that the Investor qualifies as an "accredited investor" under Rule 501(a) of the Securities Act for the purposes of the proposed investment.

5. The Class A Preferred Units will be issued under the definitive Limited Liability Company Agreement of the Company. The Investor hereby requests and authorizes the Company to enter the Investor's name in the books and records of the Company as a holder of the Class A Preferred Units.

6. The Class A Preferred Units to be issued on account of this Agreement shall be issued only in the name of the Investor, and the Investor agrees to comply with the terms of the Limited Liability Company Agreement of the Company and to execute any and all further documents necessary in connection with becoming a Member of the Company.

D. REPRESENTATIONS AND WARRANTIES

The Investor hereby represents and warrants to, and covenants with, the Company, existing investors, and all of the other purchasers of the Class A Preferred Units as follows:

1. The Investor, if a corporation, limited liability company, partnership, trust, or other entity, is duly organized, validly existing and in good standing under the laws of the state of its organization or incorporation, and is qualified to do business in every jurisdiction in which it is required to be so qualified.

2. The Investor has full power and authority to make the representations in this Agreement, to purchase the Class A Preferred Units pursuant to this Agreement and the Memorandum, and to execute and deliver this Agreement.

3. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the Memorandum, and the performance of the obligations hereunder will not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which the Investor is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation applicable to the Investor.

4. The Class A Preferred Units are being purchased for the Investor's own account, for investment purposes only, and not for the account of any other person (if the Investor is acquiring the Class A Preferred Units as a trustee, then the Class A Preferred Units are being purchased solely for the account of the trust), and not with a view to distribution, assignment, or resale to others or to fractionalization in whole or in part, and that the offering and sale of the Class A Preferred Units is intended to be exempt from registration under the Securities Act by virtue of Section 4(a)(2) and the provisions of Regulation D promulgated thereunder ("Regulation D"), and applicable state securities laws.

5. Unless otherwise disclosed to the Company, no other person has or will have a direct or indirect beneficial interest in the Class A Preferred Units, and the Investor will not sell, hypothecate, or otherwise transfer the Class A Preferred Units except in accordance with the Securities Act and applicable state securities laws or unless, in the opinion of counsel for the Company, an exemption from the registration requirements of the Securities Act and such laws is available.

6. The Company is under no obligation to register the Class A Preferred Units on behalf of the Investor or to assist the Investor in complying with any exemption from registration.

7. The Investor has been furnished with and has carefully read the Memorandum. In evaluating the suitability of an investment in the Company, the Investor has not relied upon any representations or other information (whether oral or written) from the Company, or any of its agents, other than as set forth in the Memorandum, and no oral or written representation or information has been made or furnished to the Investor or the Investor's advisors in connection with the offering of the Class A Preferred Units which is in any way inconsistent with the Memorandum, or if so, is not being relied upon by the Investor.

8. The Company has made available to the Investor all documents and information that the Investor has requested relating to an investment in the Company.

9. The Investor recognizes the Company has only recently been organized, that it has little financial or operating history and that an investment in the Company involves substantial risks, and the Investor is fully cognizant of and understands all of the risk factors related to the purchase of the Class A Preferred Units, including, but not limited to, those set forth under the "Risk Factors" section in the Memorandum. Accordingly, Investors understand that they could lose their entire investment in the Company and represent that they have the financial capacity to withstand the occurrence of such event.

10. The Investor has carefully considered and has, to the extent the Investor believes such discussion necessary, discussed the suitability of an investment in the Company for the Investor's particular tax and financial situation with the Investor's professional legal, tax, financial, and business advisors, and the Investor has determined that the Class A Preferred Units are a suitable investment for the Investor.

11. If the Investor is a pension plan, Individual Retirement Account, or other tax- exempt entity, the Investor is aware that it may be subject to federal income tax on any unrelated business taxable income from an investment in the Company.

12. All information which the Investor has provided to the Company concerning the Investor and the Investor's financial position is correct and complete as of the date set forth below, and if there should be any change in such information prior to the acceptance of this Agreement by the Company, the Investor will immediately provide such information to the Company.

13. The Investor, including its partners, members, and principal shareholders, (1) to the best of such persons' knowledge, is not in violation of any laws, executive orders or regulations relating to terrorism or money laundering, including Executive Order No. 13224 – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001 (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107 56) (the "USA Patriot Act"), enacted October 26, 2001, as amended, and the Investor has not been designated as a "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation, or transaction pursuant to the Executive Order, the USA Patriot Act or any other law, order, rule, or regulation; (2) is currently in compliance with and will remain in compliance with the Executive Order, the USA Patriot Act and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury, and any statute, executive order and other governmental action relating thereto; and (3) is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

14. The Investor, either alone or together with its purchaser representative, has such knowledge and experience in financial and business matters in general, and financial and business matters relating to the Company's proposed business in particular, that the Investor is capable of evaluating the merits and risks of an investment in the Class A Preferred Units.

15. The Investor: (1) does not have an overall commitment to investments which are not readily marketable that is disproportionate to the Investor's net worth, and the Investor's investment in the Class A Preferred Units will not cause such overall commitment to become excessive; and (2) has adequate net worth and means of providing for the Investor's current needs and personal contingencies to sustain a complete loss of the Investor's investment in the Class A Preferred Units.

16. The Investor understands that the failure to complete and return the attached IRS Form W-9 to the Company in accordance with the instructions thereon may result in the imposition of backup withholding of any payment made in respect of the Class A Preferred Units.

17. The Investor is fully aware of any and all restrictions imposed by the Company on the further distribution, transfer or resale of the Class A Preferred Units.

18. The Investor was not organized for the purpose of acquiring the Class A Preferred Units.

19. The Investor is a bona fide resident of the State of Ohio or _____ (insert state if other than Ohio).

20. The Investor is authorizing Rocks Management, LLC (the "Manager") to execute the Company's Limited Liability Company Agreement on behalf of the Investor and that the Investor agrees to sign this Subscription Agreement and other Subscription Documents manually or if so requested, electronically, in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees to be bound as if manually signed.

The foregoing representations and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the acceptance hereof by the Company and shall survive thereafter. If such representations and warranties shall not be true and accurate in any respect, the Investor will, prior to such acceptance, give written notice of such fact to the Company specifying which representations and warranties are not true and accurate and the reasons therefor.

E. ACCREDITED AND NON-ACCREDITED INVESTOR STATUS

The Investor represents and warrants that the Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D ("Accredited Investor"), or, if not an Accredited Investor, the Investor either alone or with the Investor's purchaser representative(s) has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the prospective investments. To be an Investor in the Company, the Investor must be one of the following (please initial the appropriate line or lines):

AER ✓ A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000, excluding the value of the primary residence of such person(s);

AER ✓ A natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year,

_____ A director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner or manager of that issuer; or

_____ None of the above, but I have, either alone or with my purchaser representative(s), such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of the prospective investments.

F. DISQUALIFYING EVENTS

The Investor represents and warrants that the Investor has not been subject to any disqualifying event specified in Rule 506(d) of the Securities Act and is not subject to any proceeding or event that could result in any such disqualifying event. The Investor agrees to immediately notify the Company in writing if the Investor becomes subject to a disqualifying event at any date after the date hereof.

For purposes of this Section, reference to "Investor" shall include any person whose interest in, or relationship to, the Investor is deemed to make such person a beneficial owner of the Company's securities under Rule 13d-3 of the Securities Exchange Act of 1934, as amended, and within the meaning of Rule 506(d) of Regulation D. Under Rule 13d-3, a person is a beneficial owner of a security if such person, among other things, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, has or shares, or is deemed to have or share: (1) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (2) investment power, which includes the power to dispose, or to direct the disposition of, such security.

1 The investor is subject to a disqualifying event under Rule 506(d) of the Securities Act if the investor:

(a) has been convicted within ten years (or five years,in the case of the Company,its predecessors and affiliated issuers) of the date hereof of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC, or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(b) is subject to any order,judgment or decree of any court of competent jurisdiction entered within five years of the date hereof that presently restrains or enjoins the subscriber from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(c) is subject to a final order astate securities commission(or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate

federal banking agency; the Commodity Futures Trading Commission; or the National Credit Union Administration that: (i) as of the date hereof, bars the investor from (A) association with an entity regulated by such commission, authority, agency or officer, (B) engaging in the business of securities, insurance or banking or (C) engaging in savings association or credit union activities, or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years of the date hereof;

(d) is subject to any order of the SEC pursuant to Section15(b) or 15B(c) of the Exchange Actor Section 203(e) or (f) of the Investment Advisers Act that as of the date hereof (i) suspends or revokes the investor's registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on the activities, functions or operations of the investor or (iii) bars the investor from being associated with any entity or from participating in the offering of any penny stock;

(e) is subject to any order of the SEC entered within five years of the date hereof,that,on the date hereof, orders the investor to cease and desist from committing or causing a violation of or future violation of: any scienter- based anti-fraud provision of the federal securities laws or (ii) Section 5 of the Securities Act;

(f) is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(g) has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years of the date hereof, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, on the date hereof, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issue; or

(h) is subject to a United States Postal Service false representation order entered within five years of the date hereof, or is, as of the date hereof, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

The Investor hereby represents that the information contained in this Section F is complete and accurate on the date hereof and may be relied upon by the Company and that the Investor will notify the Company immediately of any change in any of such information.

G. INDEMNIFICATION

The Investor shall indemnify and hold harmless the Company, the Manager, or the Company or Manager's members, officers, employees, control persons, attorneys, other professionals and others with similar position or duties (and any of such person's similar persons if such person is an entity) (all of the foregoing "Indemnified Persons"): (1) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any actual or alleged misrepresentation or misstatement of facts or omissions to represent or state facts made by the Investor to the Company concerning the Investor or the Investor's financial position in connection with the offering or sale of the Class A Preferred Units; or (2) any unsuccessful claim by the Investor against any Indemnified Person. Indemnification shall be against losses, liabilities and expenses, including, but not limited to, attorneys' fees, judgments, fines and amounts paid in settlement, expenses, as actually and reasonably incurred by any Indemnified Person. In the event of any claim of indemnification by the Company (or by any Indemnified Persons) against the Investor, the Company shall be entitled to set off any such amounts due under this indemnification section against any income, capital or other accounts of the Investor with the Company, and in advance of setting off or after a demand for indemnification has been made by an Indemnified Person against the Investor, the Investor agrees the Company may freeze the Investor's accounts, pending further order pursuant to the Resolution of Disputes Section.

H. POWER OF ATTORNEY

The Investor hereby designates, constitutes and appoints the Manager of the Company and any successor manager to the Company as the Investor's true and lawful attorney-in-fact ("Attorney-in-Fact") and in the Investor's name, place and stead, to make, execute, sign, acknowledge, and file all documents requisite to carry out the intention and purpose of this Agreement, including, without limitation, joinder to the Company's Limited Liability Company Agreement and any amendments to the Company's Limited Liability Company Agreement in accordance with its terms or the terms of this Agreement or in accordance with the Company's Limited Liability Company Agreement. The Investor agrees that the Attorney-in-Fact may sign any document manually or electronically in accordance with applicable state and federal electronic signature acts and in so doing the Investor agrees the Investor is bound as if Investor had manually or electronically signed such documents. If the Investor signs this Subscription Agreement electronically the Investor agrees the Investor is bound as if manually signed. Representation and Warranty of the Investor (20) above is confirmed to be within the authority of this Power of Attorney. The Investor accepts all such amendments.

The Investor acknowledges and agrees that the foregoing power of attorney is irrevocable and is coupled with an interest, and will survive the disability of the Investor. The Investor will be

bound by any representations made by the Attorney-in-Fact acting pursuant to this power of attorney, and hereby waives any and all defenses which may be available to contest, negate, or disaffirm the action of the Attorney-in-Fact taken under this power of attorney. The Investor acknowledges that the foregoing power of attorney is separate and in addition to the power of attorney granted in the Company's Limited Liability Company Agreement.

I. MISCELLANEOUS

1. Acknowledgement and Consent. The Investor acknowledges and consents (and if necessary, fully agrees) that Joseph D. Carney & Associates, LLC, an Ohio limited liability company, ("JDCA") has acted as legal counsel to the Company, the Manager, Kevin Wojtonand/or all other related individuals or entities mentioned in the Memorandum or which may be involved with the business of the Company, or which may be organized or operated in the future. JDCA services have been in connection with this offering of Class A Preferred Units and related or unrelated matters. The Investor understands that JDCA is not representing the Investor as an attorney (or in any other fashion) expressly or in any implied fashion in connection with the offering or in any manner or matter and that the Investor has been repeatedly encouraged to seek independent legal counsel and consult the Investor's other advisers with respect to its subscription in the Class A Preferred Units. The Investor understands that the Investor has indemnified JDCA and its attorneys and personnel pursuant to the indemnification provisions herein and may indemnify them under the Company's Limited Liability Company Agreement. The Investor waives any concept of conflict associated with JDCA representing all of such entities, affiliates, related persons etc. now or in the future and consents to all such actions and activities or non- activities. The Investor understands that attorneys at JDCA may have been with other law firms and may have represented these entities or persons via such firms (and their attorneys) and all of such other firms (and their attorneys) are included within this acknowledgement and consent.

2. Construction. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, singular, or plural as the identity of the person or persons may require.

3. Modification/Amendment. Neither this Agreement nor any provisions hereof shall be waived, modified, changed, discharged, terminated, revoked, or cancelled except by an instrument in writing signed by the party against whom any change, discharge, or termination is sought.

4. Notices. Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when personally delivered or sent by registered mail, return receipt requested, addressed to the other party at the address of such party set forth in the Memorandum, as amended from time to time, or, in the case of the Investor, at the address

provided in this Agreement, or to such other address furnished by notice given in accordance with this Section I. Any notices to the Investor may be given by regular mail and may be given by electronic means including emails.

5. Waiver. Failure of the Company to exercise any right or remedy under this Agreement or any other agreement between the Company and the Investor, or otherwise, or any delay by the Company in exercising such right or remedy, will not operate as a waiver thereof. No waiver by the Company will be effective unless and until it is in writing and signed by the Company.

6. Governing Law. This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Ohio, as such laws are applied by Ohio courts to agreements entered into and to be performed in Ohio and shall be binding upon the Investor, the Investor's heirs, estate, legal representatives, successors, and assigns, and shall inure to the benefit of the Company and its successors and assigns.

7. Resolution of Disputes Section. All claims you bring against the Company, the Manager, any of its or his affiliates, or any Indemnified Person must be resolved in accordance with this Resolution of Disputes Section. All claims, disputes and controversies between or among you and any Indemnified Person, or among any of the Members, must be resolved by arbitration as provided herein, but any litigation, if any, must occur in a court located in Cuyahoga County, Ohio, or in the United States District Court for the Northern District for Ohio, Eastern Division, if federal jurisdiction exists.

Any Indemnified Person against whom a claim is made may at its or their option demand the initiating party dismiss the court litigation and instead initiate an AAA arbitration pursuant to these provisions and pursuant to the commercial rules for management and for proceedings in Cuyahoga County, Ohio. Any party initiating litigation shall dismiss or stay such action and initiate the AAA arbitration pursuant to these provisions and the commercial rules.

8. Severability. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

9. Entire Agreement. This Agreement, the Subscription Documents, the Memorandum, and the Company's Limited Liability Company Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous representations, warranties, agreements and understandings in connection therewith.

10 Electronic Communication. At the option of the Company, I agree to electronic communications with the Company pursuant to the Company's current electronic communication policy.

CLEVELAND ROCKS HOLDING LLC SUBSCRIPTION AGREEMENT SIGNATURE PAGE

This page constitutes the signature page for the Agreement. The Investor represents to the Company that: (1) the information contained herein is complete and accurate on the date hereof and may be relied upon by the Company; (2) the Investor will notify the Company immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send the Company written confirmation of such change; (3) the Investor is not subject to a disqualifying event as set forth in Rule 506(d) of Regulation D; and (4) the Investor agrees to sign this Subscription Agreement, if electronically in accordance with applicable state and federal electronic signature acts, and in so doing the Investor agrees to be bound as if manually signed, or may sign manually by pen and ink. The Investor hereby certifies that the Investor has read and understands the Memorandum, the Limited Liability Company Agreement and this Agreement.

[signatures purposefully put on a separate page]

IN WITNESS WHEREOF, the Investor has executed this Agreement this 2nd day of February, in the year 2022.

1.75 (KW)

Number of Class A Preferred Units Subscribed for (at ~~$1.90~~/ Class A Preferred Unit): 28,571

Total Purchase Price: $50,000.-

Name of Purchaser: Antonin E. Robert

Signature: AS [signature]

[signature] 02/02/2022

AMENDED AND RESTATED OPERATING AGREEMENT
OF
CLEVELAND ROCKS HOLDING, LLC

This AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into and shall be effective as of the ____day of January, 2018, by and between Cleveland Rocks Holding, LLC, an Ohio limited liability company (the "Company"), those Persons executing this Agreement as Class A Preferred Members of the Company from time to time, Rocks Management, LLC, an Ohio limited liability company, and the Company's initial Manager, and Kevin Wojton as the Company's sole Class B Member on the following terms and conditions:

ARTICLE I
THE COMPANY

1.1 Organization. Kevin Wojton previously caused the Company to be organized as a limited liability company pursuant to the provisions of the Act. As of November 25, 2017, the date of formation, Kevin Wojton executed that a Single Member Operating Agreement ("Original Operating Agreement") in which he was the sole member and the member manager. He now agrees to terminate the Single Member Operating Agreement and replace that with this Amended and Restated Operating Agreement ("Operating Agreement") upon the terms and conditions set forth in this Agreement. Kevin Wojton further agrees that his single membership interest under the Original Operating Agreement shall be converted into 1,000,000 Class B Units under this Operating Agreement.

1.2 Company Name. The name of the Company is "Cleveland Rocks Holding, LLC". The Company shall hold all of its property in the name of the Company or pursuant to its contractual agreements and not in the name of any Member, except as approved by the Manager.

1.3 Purpose. The purposes of the Company are (a) to is to acquire, finance, rehab, adaptively reuse, and lease out space to tenants at the property located at 2831 Franklin Blvd., Cleveland OH 44113; and (b) to engage in any other lawful purpose permitted by the Act.

1.4 Address of Business. The business address of the Company shall be 1236 Ford Rd., Lyndhurst, OH 44124, or such other address as is adopted as the business address of the Company by the Manager.

1.5 Term. The Company commenced on the date its Articles of Organization ("Articles") were filed with the Secretary of State of Ohio and shall continue until the winding up and liquidation of the Company, and its business is completed following a Liquidating Event, as provided in Article X hereof.

1.6 Filing Agent for Service of Process.

(a) The Manager (and, if necessary, the Members) shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of Ohio. The Manager (and, if necessary, the Members) shall cause amendments to the Articles to be filed whenever required by the Act.

Exhibit 2

(c) "Affiliate" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, (iii) any officer, director, general partner, or manager of such Person, or (iv) any Person who is an officer, director, general partner, manager, trustee, or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term "controls", "is controlled by", or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

(d) "Agreement" means the Operating Agreement of the Company, as amended and restated from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires. The Members acknowledge and agree that, if so required by a Company lender, the Agreement may be amended to reflect reasonable, customary provisions required by a lender, without any approval by the Class A Preferred Members.

(e) "Balance Sheet" means the Company's internal balance sheet created by the Company's accountant.

(f) "Capital Account" means, with respect to any Member, the Capital Account maintained for such Person in accordance with the following provisions:

(i) To each Person's Capital Account there shall be credited such Person's Capital Contributions, such Person's distributive share of Profits, any items in the nature of income and/or gain which are specially allocated pursuant to Sections 3.3 and 3.4 hereof, and the amount of any Company liabilities assumed by such Person or which are secured by any property distributed to such Person.

(ii) To each Person's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any property distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses, any items in the nature of expenses or losses which are specially allocated pursuant to Sections 3.3 and 3.4 hereof, and the amount of any liabilities of such Person assumed by the Company or which are secured by any property contributed by such Person to the Company.

(iii) In the event all or a portion of an interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(iv) In determining the amount of any liability for purposes of Sections 1.8(f)(i), and 1.8(f)(ii) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

expenses, including, but not limited to, technology, communication, and other forms of shared expenses allocated in a reasonable manner by the Manager and all other expenses related to management and protection of the Company's assets including the Property, any payments on any obligations incurred by the Company

(n) "Company Minimum Gain" means "partnership minimum gain" as defined in Section 1.704-2(b)(2) of the Regulations, and shall be determined in accordance with Section 1.704-2(d) of the Regulations.

(o) "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

(p) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Manager and the contributing Member,

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member, (b) the distribution by the Company to a Member of property as consideration for an interest in the Company, and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b) (2) (ii) (g), provided; however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution as determined by the Manager; and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Section 3.3 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 1.8(p)(iv) to

irregular expenses, losses and contingencies, all as determined by the Manager. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established.

(y) "Net Profit Participations" shall means the gains and income from other than interest income and fees.

(z) "Nonrecourse Deductions" shall have the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(aa) "Offering Period" means the period during which the Class A Preferred Interests in the Company are offered for sale.

(bb) "Property" means the land and property located at located at 2831 Franklin Blvd., Cleveland OH 44113

(cc) "Person" means any individual, limited liability company, partnership, corporation, trust, or other entity.

(dd) "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.8(cc) shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.8(cc), shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 1.8(p)(ii) or Section 1.8(p)(iii) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall

receives payment from the investor, from the dates on Subscription Booklets or similar. The Manager shall determine the date of admission based on reasonable criteria it determines applied reasonably by the Manager.

2.3 Class B Interests. The Class B Interests, also called the Class B Units, which are common units, are held by the Kevin Wojton. Kevin Wojton holds 1,000,000 Class B Units. If Kevin Wojton transfers any Class B Units to any other person they shall become Class A Common Units. The names, addresses, of the Class B Member and any Class A Common Units members shall also be maintained on Schedule 1, provided Schedule 1 may be maintained in the books and records of the Company. Except as specifically set forth in this Agreement, the Class B Interests collectively have all of the management and voting rights of the Company. The Company and the Manager shall determine the Capital Contributions of the Class B Member and record them in the books and records of the Company. If the holder of a Class B Unit transfers a Class B Unit to any person other than another Class B Holder, the Class B Unit shall automatically be converted into a Class A Common Unit. A Class A Common Unit shall vote or consent and have the same powers as a Class A Preferred Unit and vote or consent with Class A Preferred Unitholders, but shall receive distributions in the same amount and at the same time as the Class B Unitholders.

2.4 Other Matters.

(a) Except as otherwise provided in this Agreement, no Member shall demand or receive a return of its Capital Contributions or withdraw from the Company without the consent of the Manager.

(b) Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash except as may be specifically provided herein.

(c) No Member shall receive any interest, salary or draw with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise, except as otherwise provided in this Agreement.

ARTICLE III
ALLOCATIONS

3.1 Profits. After giving effect to the special allocations set forth in Sections 3.3, 3.4 and 3.5 hereof, Profits for any fiscal year shall be allocated as follows:

(a) First to the Class A Preferred Members until such time as the Class A Preferred Members receive their "Preferred Distribution" (as defined in Section 4.1(i)(a) below); and

(b) Second, to the Members in proportion to their previously allocated Losses pursuant to Section 3.2(a), if any, and in amount equal to such Losses;

(c) Thereafter, to the Class A Preferred Members and the Class B Member(s) according to their distributions.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 3.3(c) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article III have been tentatively made as if this Section 3.3(c) were not in the Agreement.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Company fiscal year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 3.3(d) shall be made if and only to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article III have been tentatively made as if Section 3.3(c) hereof and this Section 3.3(d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any year shall be specially allocated to the Members in the same manner as Losses.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

3.4 Curative Allocations.

(a) The "Basic Regulatory Allocations" consist of allocations pursuant to Section 3.3 hereof. Notwithstanding any other provision of this Agreement, other than the Basic Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 3.4(a) shall only be

ARTICLE IV
DISTRIBUTIONS

4.1 Distributable Cash.

To the extent that the Company has Net Cash From Operations in any quarterly period ("Distributable Cash"), but subject to the Company's right to maintain sufficient working capital reserves the Company shall make distributions of its Distributable Cash to its Members quarterly (which may be distributed more often as determined by the Manager) as follows:

a. to the Class A Preferred Members until they have received an amount up to, but not to exceed, ten percent (10%) annually of their unreturned initial capital contributions (the "Preferred Distribution");
b. thereafter, one hundred percent (100%) shall be distributed to the holders of the Class A Preferred Units to return their initial capital contributions until the holders of the Class A Preferred Units have received a return of all of their initial capital contributions;
c. To the Class B Member(s) until the Class B Member(s) have received an equal dollar amount as was distributed to the Class A Preferred Members as Preferred Return;
d. To all of the Members (the Class A Preferred Members, the Class B Member(s) and the Class A Common Members, if any) on a Per Unit basis, distributing the same amount per Unit.
e. Distributions may be made at such times as the Manager may determine in its sole and absolute discretion.

4.2 Liquidating Distributions. All distributions in anticipation of, or subsequent to, a Liquidation Event must be made as provided in Article X.

4.4 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution to the Company shall be treated as amounts distributed to the Members pursuant to this Article IV for all purposes under this Agreement. The Manager shall allocate any such amounts among the Members in any manner that is in accordance with applicable law.

ARTICLE V
MANAGEMENT

5.1 Manager.

(a) Except for matters expressly requiring the approval of the Members pursuant to this Agreement or the Act, the business and affairs of the Company shall be managed by the Manager pursuant to this Article V.

(b) In performing its duties or exercising its authority, the Manager is entitled to rely on information, opinions, reports or statements, including, but not limited to, financial statements and other financial data, that is prepared or presented by the following persons or groups unless it has knowledge concerning the matter in question that would cause such reliance to be unwarranted:

take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) The Manager shall be removed if the Manager has been determined by clear and convincing evidence in an arbitration or final judicial proceeding to have engaged in activity related to its duties owed to the Company that constitutes bad faith, fraud, gross negligence, a willful violation of law or willful disregard of such duties, or the Manager has been determined to be guilty of crime related to the business or affairs of the Company and an arbitration or final judicial proceeding has determined that it, had reasonable cause to believe that the act or omission was unlawful at the time it was taken.

If such an event of resignation occurs, and a successor manager is not appointed pursuant to Section 5.3(a), or the Manager is removed pursuant to Section 5.3(b), the Company shall not be dissolved and will not be required to be wound up if, within 180 days after the occurrence of the event of withdrawal or the removal of the Manager, the Class A Preferred Members holding at least two-thirds (2/3) of the Class A Preferred Units consent or agree in writing or by vote to continue the business of the Company and appoint, effective as of the date of such resignation or removal, a successor manager.

5.4 Management Fee.

(a) The Company shall pay the Manager a management fee monthly on any schedule the Manager determines which shall be in an amount equal to 5.0% of the collected rents (including collections of allocations of common or similar expenses, collections of the management fee, and similar items collected from the lease) and collected income into the Company accounts from tenants or other sources (the "Management Fee"). If the Company obtains items of value which are not cash, the Manager shall provide a value to the item obtained and the Manager, at its discretion shall be entitled to be paid 5% of the value of such item as part of the Management Fee The Management Fee for any given month will be paid as soon as is reasonably possible after the books for the prior month are closed. The Management Fee is payment to the Manager for the management services provided to the Company. The Manager may voluntarily reduce the Management Fee, in its sole and absolute discretion. In addition to the Management Fee, the Manager shall be paid or reimbursed for all expenses incurred on behalf of the Company and these may include expenses at the Manager entity level, as the sole activity of the Manager is the management of the Company, its expenses are considered Company expenses. Personnel of the Manager or personnel of the Company, including officers, with the approval of the Manager it's the Manager's discretion, receive reimbursement for the reasonable expenses they incur on behalf of the Company or the Manager.

(b) The Manager waives any fee for obtaining tenants or leases, but the Manager is free to compensate others such as realtors for such service. The Manager will receive its Management fee related to income from the leases.

(c) The Manager waives any fee for construction management or construction management oversight, but the Manager is free to compensate others for such service.

the Company, and, with respect to any criminal proceeding, the Manager had no reasonable cause to believe such conduct was unlawful.

(c) The Company shall indemnify, save harmless, and pay all expenses, costs, or liabilities of any Manager who for the benefit of the Company makes any deposit, acquires any option, or makes any other similar payment or assumes any obligation in connection with the business, assets or operation of the Company and who suffers any financial loss as a result of such action.

(d) Notwithstanding the provisions of Sections 5.5(a), 5.5(b) and 5.5(c) above, no Manager shall be indemnified from any liability for fraud, bad faith, or willful misconduct

(e) Expenses, including attorneys' fees, incurred in defending any action, suit, or proceeding pursuant to this Section 5.5, may be paid by the Company as they are incurred, before the final disposition of such action, suit, or proceeding, upon receipt of an acknowledgement by or on behalf of the Member, officer, employee, agent or other indemnified person to repay such amount, if it is ultimately determined that he is not entitled to be indemnified by the Company as authorized in this Section 5.5(d).

5.6 Officers.

(a) Election. The Manager may appoint officers for the Company, including, but not limited to a president, vice president, secretary and treasurer. The Manager may appoint more than one of each type of officer other than president, and may elect assistants to the officers other than president, who are to fulfill the duties of the officer when he or she is absent or disabled, and who will have such other duties and powers as the Manager may from time to time prescribe. Any two or more offices may be held by the same person. The officers are not required to be Members and may resign their positions.

(b) Removal. Any officer may be removed, with or without cause, by the Manager. The appointment of an officer for a given term does not create any contract rights. An officer may resign and the Manager may fill a vacancy in any office occurring for any reason, including removal, resignation, and death.

(c) Authority. The officers, as between themselves and the Company, have such authority and must perform the duties set forth below or otherwise specified from time to time by the Manager:

(1) President. The president is the chief executive officer of the Company and has overall responsibility for the management of the business of the Company and the implementation of all orders of the Manager and resolutions of the Members adopted by the requisite vote. The president, or any of the President's designees, has the authority to execute any documents necessary for the day to day operations of the Company or otherwise approved by the Manager.

(2) Vice President. The vice president is, in the absence or disability of the president, authorized to perform the duties and execute the powers of the

ARTICLE VIII
AMENDMENTS; MEETINGS

8.1 Amendments.

(a) This Agreement may be amended only upon the written agreement of the Manager and Class B Member, as of the date such amendment is executed. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, and subject to Section 11.15, the Manager may amend this Agreement without the approval of any of the Class A Preferred Members to (a) reflect changes validly made in the Members of the Company; (b) reflect changes validly made to the Capital Contributions or issuances, redemptions, or repurchases of Interest; (c) reflect a change in the name of the Company; (d) make a change that is necessary or, in the reasonable discretion of the Manager, advisable to qualify the Company as a limited liability company in which the Members have limited liability in all jurisdictions in which the Company conducts or plans to conduct business or ensure that the Company shall not be treated as an association taxable as a corporation for federal income tax purposes; (e) make a change that is necessary or desirable (i) to cure any ambiguity or (ii) to correct or supplement any provision in this Agreement that may be inconsistent with any other provision in this Agreement; (f) make a change that is necessary or desirable to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity, so long as such change is made in a manner that minimizes any adverse effect on the Class A Preferred Members; (g) make a change that is required or contemplated by this Agreement; or (h) prevent the Company from in any manner being deemed an "investment company" subject to the provisions of the Investment Company Act of 1940, as amended, or is otherwise necessary to comply with a legal requirement; (i) the general power to create and offer new Classes of Units or other interests, including profits interests provided these are needed in connection with the Company's growth plans or strategies and/or needs for capital or liquidity; (j) the general power to amend any other aspect of the Operating Agreement provided the amendment does not materially and adversely affect the Investors rights to distributions; (k) and provided the Investors in the Class A Preferred Units approve amendments by a majority vote in interests voting as a Class, any amendment to the Operating Agreement even if it materially and adversely affect the Investors rights to distributions.

(b) Notwithstanding Section 8.1(a) hereof, this Agreement shall not be amended without the consent of a majority in interest of the Class A Preferred Units voting or consenting as a class if such amendment would materially and adversely alter the interest of the Class A Preferred Members in Company distributions.

8.2 Meetings of the Members.

(a) Meetings of the Members may be called by the Manager. The call shall state the nature of the business to be transacted. Notice of any such meeting shall be given to all Members not less than seven (7) days nor more than thirty (30) days prior to the date of such meeting. Members may vote in person or by proxy at such meeting. Whenever the vote or consent of Members is permitted or required under the Agreement, such vote or consent may be given at a meeting of Members.

(a) the determination by the Manager to dissolve, in its sole and absolute discretion;

(b) the resignation or removal of the Manager unless the Manager appoints a successor manager pursuant to Section 5.3(a) or the Class A Preferred Members holding at least two-thirds (2/3) of the Class A Preferred Interests agree in writing or by vote to continue the business of the Company and appoint, effective as of the date of resignation or removal of the Manager, a successor manager pursuant to Section 5.3(b);

(c) all of the assets of the Company have been sold or otherwise disposed of and converted to cash and the Manager determines, in its sole discretion, to not reinvest such proceeds; or

(d) Judicial dissolution.

The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Liquidating Event.

10.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent with or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Manager shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company's liabilities and property and the Company property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors, including Members who are creditors; and

(b) To the Class B Member for its initial Capital Contribution.

(c) The balance, if any, to the Members, in accordance with their Capital Accounts, after giving effect to all contributions, distributions, and allocations for all periods, until all Capital Accounts are reduced to zero (0).

(d) Thereafter, to the Members on a per Unit basis as if the distribution were another distribution under Article IV of this Agreement.

10.3 Trust; Reserves. In the discretion of the Manager, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Article X may be:

(a) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. The assets of any such trust

11.6 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.7 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

11.8 Further Action. Each Member, upon the request of any other Member, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

11.9 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as to the identity of the Person or Persons may require.

11.10 Governing Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Manager and the Members.

11.11 Waiver of Action for Partition. Each of the Members irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Company property.

11.12 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.13 No Third Party Beneficiaries. This Agreement is made solely among and for the benefit of the parties hereto and their respective successors and permitted assigns, and no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

11.14 Investment by Individual Owners of the Manager. Notwithstanding anything to the contrary contained in this Agreement, the individual owners of the Manager, or any of its officers, employees, agents or affiliates, or any of the tenants including Cleveland Rocks! Inc. may also acquire Class A Preferred Interests of the Company.

11.15 Power of Attorney. Subject to Section 8.1, each Member does hereby constitute and appoint the Manager, or any successor manager that may exist from time to time, as such Member's true and lawful representative and attorney-in-fact, in such Member's name, place and stead to:

(a) make, execute, sign and file all such declarations, instruments, documents and certificates as may from time to time be required by the laws of the State of Ohio and all such other jurisdictions in which the Company shall determine to do business, or any political subdivision or agency thereof, to effectuate, implement or continue the valid subsisting existence of the Company; and

(b) Make, execute and sign all consents, approvals, waivers, certificates and other instruments, including without limitation amendments to this Agreement, that the

imposing a penalty. Each party shall initially bear the cost of its own legal counsel and experts and shall pay 50% of the fees of the arbitrator(s) and the costs of transcripts. Upon conclusion of the arbitration, the arbitrator(s) may award the costs of the proceeding and reasonable attorneys' fees to the prevailing party as determined by the arbitrator(s). Each party retains the right to obtain a temporary restraining order or preliminary injunction pending arbitration.

11.17 Waiver of Jury Trial. IF, NOTWITHSTANDING SECTION 11.16, A DISPUTE ARISES THAT IS NOT SUBJECT TO ARBITRATION, THE FOLLOWING SHALL APPLY TO ANY APPLICABLE COURT PROCEEDING. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH MEMBER WAIVES, AND COVENANTS THAT SUCH MEMBER WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH THE DEALINGS OF ANY MEMBER OR THE COMPANY IN CONNECTION WITH ANY OF THE ABOVE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE. The Company or any Member may file an original counterpart or a copy of this Section 11.17 with any court as written evidence of the consent of the Members to the waiver of their rights to trial by jury.

[Signatures appear on the following page.]

SCHEDULE 1

CLASS A PREFERRED MEMBERS

ON FILE AT THE OFFICE OF THE MANAGER

CLASS B MEMBERS

Name and Address	Initial Capital Contributions	Class B Interests
Kevin Wojton 1236 Ford Rd., Lyndhurst, OH 44124	$1000.00	1,000,000
TOTAL CLASS B INTERESTS:	$1000.00	1,000,000

Lease on 2831 Franklin Blvd

1.**TENANT:** MVMT Studios

2.**LANDLORD:** Cleveland Rocks Holding LLC

3.**PREMISES:** 2831 Franklin Blvd, parcel 003-32-003

4.**SIZE:** 1,600 sqft

5.**DIMENSIONS:**

Primary Occupied Space - 1 large multi-purpose space on the second floor,

Secondary Occupied Space - All of the general hallways, bathrooms, and generally shared amenities are not calculated in the leasable sqft. These common areas are shared through triple net leases, additional costs associated with heating and maintenance will be born by the tenants on a triple net basis, resulting in no additional cost to the landlord.

6.**TERM:** 25 years

7.**OPTIONS**: Common areas such as hallways, additional restrooms (not including basement lockerrooms), and stairwells can be allocated to tenants based on pro-rated per sqft of lease vs available rentable sqft at the discretion of the Landlord.

8.**OPTIONS TO RENEW**: MVMT Studios has the full option to renew at prevailing rates.

9.**POSSESSION DATE:** Upon construction completion, expected Feb/2022

10. **RENT:** $25 per square foot per month, additional costs such as heating, real estate taxes, cleaning, will be allocated to tenants on a prorated basis, on a monthly basis based on estimated expected costs.

11. **EXPENSES:** The landlord will provide Tenant detail as to the expected expenses applicable to the property. The current estimated NNN (including real estate taxes, common area maintenance real estate

Exhibit 3

taxes, utility bills (heat, electric, sewer, wifi) will be allocated to tenants based on a pro-ration of their renting sqft by the total rentable sqft which is the sum of actively available leases. Any maintenance, cleaning, or fixing of damage due to normal wear and tare will be the responsibility of the tenant. Any issues to electrical, mechanical, HVAC, or plumbing will be fixed at the landlord's expense. If any subleases exist on the space Cleveland Rocks Holding LLC may directly allocate NNN expenses to sub-leased tenant.

12. **PERMITTED USES:** Exercise, exercise classes, meet-ups, social gatherings, concerts, music events, and any retail sales. tenant. may pursue a license to sell beer to go and sell it to go. tenant. will engage in the promotion and subleasing of the available sub-leasable space at 2831 Franklin Blvd.

MVM**T** Studios is also permitted to promote/market any of the potential subleased space.

13. **ALTERATIONS: T**enant may make nonstructural alterations and improvements to the interior of the premises of $10,000 or less per alteration without Landlord's prior consent, provided the work is performed in a good and workmanlike manner. The tenant may close its business once every five (5) years for up to thirty (30) days to refurbish and redecorate the Premises.

14. **CONTRACT ALTERATIONS**: Any material changes of this lease must be agreed upon by both parties, Landlord and Tenant.

15. **OCCUPIED TENANT IMPROVEMENTS:** In the event of major construction by the tenant, **T**enant shall have thirty (30) days from the date of obtaining applicable building permits to complete improvements to the space (hereinafter "Construction Period"). During this Construction Period, no rent or expenses will be due. Landlord will cooperate with Tenant's efforts to obtain permits and approvals. Any improvements by tenants and sub-leased tenants needs to be approved by Cleveland Rocks Holding LLC.

14. **RENT COMMENCEMENT:** Payment of rent shall commence Sixty (30) days from the expiration of the Construction Period. Rent will be paid for the period after the rent period, not pre-paid rent for the upcoming period.

15. **SECURITY DEPOSIT:** Tenant shall pay the Landlord upon issuance of applicable building permits a security deposit of three (3) months rent. So long as the Tenant is not then in default, the security deposit will be refunded to the Tenant at the end of the first lease year. This security deposit may be made as a debt agreement if necessary instead of a deposit. The tenant is expected to pay down this liability on top of rent in order to express a security deposit in cash.

16. **SIGNS:** The landlord hereby grants and approves the following signage rights: Opening Signage. **Permanent Signage.** A landlord agrees to allow the Tenant to use a standard sign and awning package APPROVED BY Cleveland Rocks Holding LLC to the maximum size permitted by local governmental authorities.

17. **EXCLUSIVE:** Throughout the Term, as it may be extended under the terms of the Lease, the Tenant shall have the exclusive right in the center to sell yoga-related gear in a retail store. While not exclusive, tenant shall the a additional right have the right to sell coffee, espresso, smoothies, various non-beverages, snacks, desserts, and other such products typically associated with a café.

18. **Selling of Lease:** The tenant at any time can exit the lease if the tenant can provide another organization to take over the lease at prevailing rates. The tenant may also at any time sublease any amount of space with approval from Landlord. Any further subleasing is possible, but all subleases require the signature of the landlord.

19. **Late Payments:** Any late payments of base or NNN rates will be added to an accrual account for the said tenant**.** Any subleased space to tenants will be carried into their own accrual accounts. Base and NNN rents are paid in the best effort. The minimal amount MVMT Studios is liable for is the summation of Cleveland Rocks Holding LLC's total debt service and other base operating expenses. MVMT Studios is liable at minimum for the net cost it requires to keep Cleveland Rocks Holding LLC solvent and able to pay all debt, tax, and necessary expenses to continue operations. MVMT Studios must pay this minimum, and in the event of financial hardship, MVMT Studios may not be able to pay the

full lease rate. Any amount accrued but not paid is accounted for as noncollateralized, non-recourse accrued bills. Landlord may adjust leases on a temporary basis in order to assist the longevity and competitive advantage of the tenant.

20. **Guarantor:** MVMT Studios is acting as a guarantor on all payments associated with Cleveland Rocks Holding LLC. Any inability for Cleveland Rocks Holding LLC to pay debt, taxes, required expenses, and/or cash required. This guarantor does not guarantee any portion or amount of return to investor/equity partners. This guarantee extends to the capital required to keep the company solvent and financially stable.

21. **OUTSIDE SEATING:** Tenant shall have the right to use the common areas adjacent to the subject premises for an outdoor congregating area, as long as such use complies with local zoning codes and ordinances.

22. **NO RADIUS/ RELOCATION CLAUSES:** Any radius restrictions or relocation provisions in the Lease will be deleted.

23. **ASSIGNMENT PROVISIONS:** Tenant shall have the right to assign the Lease or sublet the Premises, without charge but with Landlord's consent being required, which will not be unreasonably withheld. Any subleasing or additional revenue opportunities in the space such as concerts, movie nights, or any events will be subject to approval by Cleveland Rocks Holding.

24. **HAZARDOUS MATERIALS:** The landlord represents and warrants that the Premises are free or fully encapsulated of all asbestos, asbestos-containing materials and other hazardous or toxic materials to the best of their knowledge (collectively, "Hazardous Materials"). Tenant shall have no obligation to make any repairs, alterations or improvements to the Premises or incur any costs or expenses whatsoever as a result of Hazardous Materials in or about the Center, Building or the Premises, other than those Hazardous Materials brought onto such areas by Tenant. Landlord shall be solely responsible for any changes to the Premises relating to Hazardous Materials (at Landlord's expense and not as a charge to Tenant's build out allowance), unless those Hazardous Materials were brought onto Premises by Tenant. Landlord shall indemnify and hold Tenant harmless from and against all liabilities, costs, damages, and expenses which Tenant may incur (including reasonable attorneys'

fees) as a result of a breach of Landlord's representation and the warranty set in this paragraph or the presence of Hazardous Materials in or about the Center, Building or the Premises unless those Hazardous Materials were brought onto such areas by Tenant.

25. **TENANT FINANCING:** Tenant shall have the right from time to time to grant and assign a mortgage or other security interest in all of tenant's personal property located within the Premises to its lenders in connection with tenant's financing arrangements, and any lien of Landlord against Tenant's personal property (whether by statute or under the terms of the Lease) shall be subject and subordinate to such security interest. The landlord shall execute such documents as Tenant's lenders may reasonably request in connection with any such financing.

26. **LANDLORD WARRANTIES:** Landlord represents, covenants and warrants (i) that it has lawful title to the Center and has full right, power and authority to enter into the Lease; (ii) that the Center is in compliance with the Americans with Disabilities Act ("ADA"); (iii) that the permitted "use" of the Premises does not currently violate the terms of any of Landlord's insurance policies: (iv) that it currently maintains all risk of physical loss coverage for the full replacement cost of the Center and shall remain throughout the term of the Lease general liability insurance coverage for the Center consistent with that being maintained from time to time by reasonably prudent owners of properties similar to the Center in the same area; (v) that so long as Tenant pays all monetary obligations due under the Lease and performs all other covenants contained therein, Tenant shall peacefully and quietly have, hold, occupy and enjoy the Premises during the term of the Lease and its use and occupancy thereof shall not be disturbed; and (vi) that (a) the Center has the proper zoning and a legally adequate number of parking spaces for Tenant's permitted use, and (b) Tenant's permitted use does not violate and other contracts or agreements to which the Landlord is a party or any other covenants, conditions, restrictions or agreements applicable to the Center. Landlord covenants and agrees that it shall take no action that will interfere with Tenant's intended usage of the Premises. Landlord shall indemnify and hold harmless tenant and its officers, partners, agents and employees from and against any loss, cost, liability, damage or expense arising out of (i) Landlord's operation of the Center, (ii) Landlord's breach in the performance of any of its

obligations under the Lease or (iii) any violation of law by Landlord or any other act or omission of Landlord or its contractors, agents or employees. The foregoing indemnification shall survive expiration or termination of the Lease.

27. **EXPIRATION OF PROPOSAL:** This proposal shall remain in force for 14 days from the Tenant's date of this proposal. Should this Letter of Intent meet with the approval with the Landlord, the Landlord shall return an executed copy of this document to Tenant within such time period. Landlord agrees not to discuss or negotiate towards leasing the Premises to anyone other than Tenant for sixty (60) days after the Landlord approves this Letter of Intent. Landlord and Tenant each hereby agree to negotiate the terms and provisions of a Lease consistent with this Proposal within said sixty (60) day period.

28. **RETURN OF EXECUTED LEASE:** Landlord agrees to return a fully executed original Lease within ten (10) days of execution to Tenant.

29. **Modifications:** Landlord may modify the leased sqft based on active space the tenant is using. Landlord will make an annual assessment of a specific sqft and in the event the tenant is using additional (or less) of the building, the leasable sqft may adjust to reflect the actual space.

AGREED AND ACCEPTED BY TENANT:

By: _____

Date: _____

AGREED AND ACCEPTED BY LANDLORD:

By: _____

Date: _____

EXHIBIT A Landlord's Work

Restrooms

Landlord will provide and install fully functional handicapped accessible restroom meeting all applicable codes, installed pursuant to tenant's plans and specifications to include but not limited to the following.

1. The handicapped approved toilet, lever handle, lavatory, faucet, grab bars, door hardware, and signage.

2. All finishes including but not limited to floor tile, paper towel dispensers, toilet paper holders, mirrors and soap dispensers (mounted at proper distances in compliance with the local accessibility codes).

3. Exhaust system

4. Recessed ceiling light fixtures 5. Hard gypsum board ceiling, minimum 8'- 0".

Fire Protection and Alarms

Landlord will not provide a complete sprinkler and alarm system for the tenant space as it is not required by code for tenant's use.

Walls

All demised walls shall be framed with 22 gauge studs, 16" o.c. insulated sheet rocked and taped up to the underside of roof structure, seal joint air tight with foam sealant. Sheetrock to applicable fire and building codes and standards. Finished, taped, and sanded smooth.

Ceilings

Standard drop ceilings that meet building code for tenants use throughout. All Sprinkler drops made with drop in lighting to code. Minimum 10 ft ceiling heights required.

Storefront

Landlord shall provide a non-tinted, standard storefront with entry doors per tenant's location. (double pane, low-e glazing to comply with local energy codes as applicable).

Floors

Landlord will provide clean and level concrete slab or clean and level wood underlayment in a stable and dry location. Floor is prepared ready for tenant's floor finished.

HVAC

A minimum of 1 ton of HVAC capacity per 200 sq ft of floor area installed and distributed with adequate ventilation for restaurant use. These requirements may vary based upon local climates and sun loads. This service needs to be available for all operating hours, including nights and weekends.

Restrooms to have properly vented exhaust fans per local code. Fan to run continuous during store operating hours.

Plumbing

tenant's will require a standard 4" sewer connection and 3⁄4" to 1" water supply with 50psi pressure. You should have your own water and sewer meters since tenant's does not use much of
either. Restrooms to code with fixtures counts and layout per ADA and local codes.

Water heater should be a minimum 50 gal 24kw electric unit or equal. No natural gas is required for any equipment. tenant's typically requires a 20 lb. grease trap.

Electric

tenant's requires a minimum 200 amp, 120/208V, 3 phase, 4 wire service with a minimum 200 amp distribution panel installed in the store and separate metering. Electrical outlet distribution per local code.

tenant's uses fluorescent fixtures only in the back room. Track lighting, Pendent lights and recessed cans are used everywhere else. Emergency exit signs and lighting to code. Telephone service to the space adequate to handle a minimum of 4 lines.

A junction box at the point on the exterior where tenant's sign will be mounted

with a 120V, 20 amp single circuit.

Other

A wifi connection will be made available available for customers. Cell phones must work inside the store for customer convenience.

Lease on 2831 Franklin Blvd

1.**TENANT:** Cleveland Rocks Climbing LLC

2.**LANDLORD:** Cleveland Rocks Holding LLC

3.**PREMISES:** 2831 Franklin Blvd, parcel 003-32-003

4.**SIZE:** 13,200 sqft

5.**DIMENSIONS:**

Primary Occupied Space - 2 auditoriums on the first floor, locker rooms in the basement, bouldering area in the basement, front desk area, work out area in the basement, ballroom in basement, and retail store. This area is approximately 13,200 sqft

Secondary Occupied Space - All of the general hallways, bathrooms, and generally shared amenities are not calculated in the leasable sqft. These common areas are shared through triple net leases, additional costs associated with heating and maintenance will be born by the tenants on a triple net basis, resulting in no additional cost to the landlord.

6.**TERM:** 25 years

7.**OPTIONS**: Common areas such as hallways, additional restrooms (not including basement locker rooms), and stairwells can be allocated to tenants based on pro-rated per sqft of lease vs available rentable sqft at the discretion of the Landlord.

8.**OPTIONS TO RENEW**: Cleveland Rocks Climbing LLC has the full option to renew at prevailing rates.

9.**POSSESSION DATE:** Upon construction completion, expected Feb/2022

10. **RENT:** $25 per square foot per month, additional costs such as heating, real estate taxes, cleaning, will be allocated to tenants on a prorated basis, on a monthly basis based on estimated expected costs.

11. **EXPENSES:** The landlord will provide Tenant detail as to the expected

expenses applicable to the property. The current estimated NNN (including real estate taxes, common area maintenance real estate taxes, utility bills (heat, electric, sewer, wifi) will be allocated to tenants based on a pro-ration of their renting sqft by the total rentable sqft which is the sum of actively available leases. Any maintenance, cleaning, or fixing of damage due to normal wear and tear will be the responsibility of the tenant. Any issues to electrical, mechanical, HVAC, or plumbing will be fixed at the landlord's expense. If any subleases exist on the space Cleveland Rocks Holding LLC may directly allocate NNN expenses to sub-leased tenant.

12. **PERMITTED USES:** Rock climbing, exercise, exercise classes, meet-ups, social gatherings, concerts, music events, and any retail sales. Cleveland Rocks Inc. may pursue a license to sell beer to go and sell it to go. Cleveland Rocks Inc. will engage in the promotion and subleasing of the available sub-leasable space at 2831 Franklin Blvd. Cleveland Rocks Climbing LLC is also permitted to promote/market any of the potential subleased space.

13. **ALTERATIONS:** Tenant may make nonstructural alterations and improvements to the interior of the premises of $10,000 or less per alteration without Landlord's prior consent, provided the work is performed in a good and workmanlike manner. The tenant may close its business once every five (5) years for up to thirty (30) days to refurbish and redecorate the Premises.

14. **CONTRACT ALTERATIONS**: Any material changes of this lease must be agreed upon by both parties, Landlord and Tenant.

15. **OCCUPIED TENANT IMPROVEMENTS:** In the event of major construction by the tenant, Tenant shall have thirty (30) days from the date of obtaining applicable building permits to complete improvements to the space (hereinafter "Construction Period"). During this Construction Period, no rent or expenses will be due. The landlord will cooperate with Tenant's efforts to obtain permits and approvals. Any improvements by tenants and sub-leased tenants needs to be approved by Cleveland Rocks Holding LLC.

16. **RENT COMMENCEMENT:** Payment of rent shall commence Sixty (30) days from the expiration of the Construction Period. Rent will be paid for the period after the rent period, not pre-paid rent for the upcoming

period.

17. **SECURITY DEPOSIT:** Tenant shall pay the Landlord upon issuance of applicable building permits a security deposit of three (3) months rent. So long as the Tenant is not then in default, the security deposit will be refunded to the Tenant at the end of the first lease year. This security deposit may be made as a debt agreement if necessary instead of a deposit. The tenant is expected to pay down this liability on top of rent in order to express a security deposit in cash.

18. **SIGNS:** The landlord hereby grants and approves the following signage rights: Opening Signage. **Permanent Signage.** A landlord agrees to allow the Tenant to use a standard sign and awning package APPROVED BY Cleveland Rocks Holding LLC to the maximum size permitted by local governmental authorities.

19. **EXCLUSIVE:** Throughout the Term, as it may be extended under the terms of the Lease, the Tenant shall have the exclusive right in the center to sell rock climbing gear in a retail store. While not exclusive, tenant shall the a additional right have the right to sell coffee, espresso, smoothies, various non-beverages, snacks, desserts, and other such products typically associated with a café.

20. **Selling of Lease:** The tenant at any time can exit the lease if the tenant can provide another organization to take over the lease at prevailing rates. The tenant may also at any time sublease any amount of space with approval from Landlord. Any further subleasing is possible, but all subleases require the signature of the landlord.

21. **Late Payments:** Any late payments of base or NNN rates will be added to an accrual account for the said tenant**.** Any subleased space to tenants will be carried into their own accrual accounts. Base and NNN rents are paid in a best effort. The minimal amount Cleveland Rocks Climbing LLC is liable for is the summation of Cleveland Rocks Holding LLC's total debt service and other base operating expenses. Cleveland Rocks Climbing LLC is liable at minimum for the net cost it requires to keep Cleveland Rocks Holding LLC solvent and able to pay all debt, tax, and necessary expenses to continue operations. Cleveland Rocks

Climbing LLC must pay this minimum, and in the event of financial hardship, Cleveland Rocks Climbing LLC may not be able to pay the full lease rate. Any amount accrued but not paid is accounted for as noncollateralized, non-recourse accrued bills. Landlord may adjust leases on a temporary basis in order to assist the longevity and competitive advantage of the tenant.

22. **Guarantor:** Cleveland Rocks Climbing LLC is acting as a guarantor on all payments associated with Cleveland Rocks Holding LLC. Any inability for Cleveland Rocks Holding LLC to pay debt, taxes, required expenses, and/or cash required, will be born by the tenant based on available cash. This guarantor does not guarantee any portion or amount of return to investor/equity partners. This guarantee extends to the capital required to keep the company solvent and financially stable.

23. **OUTSIDE SEATING:** Tenant shall have the right to use the common areas adjacent to the subject premises for an outdoor congregating area, as long as such use complies with local zoning codes and ordinances.

24. **NO RADIUS/ RELOCATION CLAUSES:** Any radius restrictions or relocation provisions in the Lease will be deleted.

25. **ASSIGNMENT PROVISIONS:** Tenant shall have the right to assign the Lease or sublet the Premises, without charge but with Landlord's consent being required, which will not be unreasonably withheld. Any subleasing or additional revenue opportunities in the space such as concerts, movie nights, or any events will be subject to approval by Cleveland Rocks Holding.

26. **HAZARDOUS MATERIALS:** The landlord represents and warrants that the Premises are free or fully encapsulated of all asbestos, asbestos-containing materials and other hazardous or toxic materials to the best of their knowledge (collectively, "Hazardous Materials"). Tenant shall have no obligation to make any repairs, alterations or improvements to the Premises or incur any costs or expenses whatsoever as a result of Hazardous Materials in or about the Center, Building or the Premises, other than those Hazardous Materials brought onto such areas by Tenant. Landlord shall be solely responsible for any changes to the Premises relating to Hazardous Materials (at Landlord's expense and not as a charge to Tenant's build out allowance), unless those Hazardous Materials were brought onto Premises by Tenant.

Landlord shall indemnify and hold Tenant harmless from and against all liabilities, costs, damages, and expenses which Tenant may incur (including reasonable attorneys' fees) as a result of a breach of Landlord's representation and the warranty set in this paragraph or the presence of Hazardous Materials in or about the Center, Building or the Premises unless those Hazardous Materials were brought onto such areas by Tenant.

27. **TENANT FINANCING:** Tenant shall have the right from time to time to grant and assign a mortgage or other security interest in all of tenant's personal property located within the Premises to its lenders in connection with tenant's financing arrangements, and any lien of Landlord against Tenant's personal property (whether by statute or under the terms of the Lease) shall be subject and subordinate to such security interest. The landlord shall execute such documents as Tenant's lenders may reasonably request in connection with any such financing.

28. **LANDLORD WARRANTIES:** Landlord represents, covenants and warrants (i) that it has lawful title to the Center and has full right, power and authority to enter into the Lease; (ii) that the Center is in compliance with the Americans with Disabilities Act ("ADA"); (iii) that the permitted "use" of the Premises does not currently violate the terms of any of Landlord's insurance policies: (iv) that it currently maintains all risk of physical loss coverage for the full replacement cost of the Center and shall remain throughout the term of the Lease general liability insurance coverage for the Center consistent with that being maintained from time to time by reasonably prudent owners of properties similar to the Center in the same area; (v) that so long as Tenant pays all monetary obligations due under the Lease and performs all other covenants contained therein, Tenant shall peacefully and quietly have, hold, occupy and enjoy the Premises during the term of the Lease and its use and occupancy thereof shall not be disturbed; and (vi) that (a) the Center has the proper zoning and a legally adequate number of parking spaces for Tenant's permitted use, and (b) Tenant's permitted use does not violate and other contracts or agreements to which the Landlord is a party or any other covenants, conditions, restrictions or agreements applicable to the Center. Landlord covenants and agrees that it shall take no action that will interfere with Tenant's intended usage of the Premises. Landlord shall indemnify and hold harmless tenant and its officers, partners, agents

and employees from and against any loss, cost, liability, damage or expense arising out of (i) Landlord's operation of the Center, (ii) Landlord's breach in the performance of any of its obligations under the Lease or (iii) any violation of law by Landlord or any other act or omission of Landlord or its contractors, agents or employees. The foregoing indemnification shall survive expiration or termination of the Lease.

29. **EXPIRATION OF PROPOSAL:** This proposal shall remain in force for 14 days from the Tenant's date of this proposal. Should this Letter of Intent meet with the approval of the Landlord, the Landlord shall return an executed copy of this document to the Tenant within such time period. A landlord agrees not to discuss or negotiate towards leasing the Premises to anyone other than Tenant for sixty (60) days after the Landlord approves this Letter of Intent. Landlord and Tenant each hereby agree to negotiate the terms and provisions of a Lease consistent with this Proposal within said sixty (60) day period.

30. **RETURN OF EXECUTED LEASE:** Landlord agrees to return a fully executed original Lease within ten (10) days of execution to Tenant.

31. **Modifications:** Landlord may modify the leased sqft based on active space the tenant is using. Landlord will make an annual assessment of a specific sqft and in the event, the tenant is using additional (or less) of the building, the leasable sqft may adjust to reflect the actual space.

32. **Lease to own on climbing walls:** In addition, a to this lease tenant is subject to the repayment of any and all equipment the landlord has purchase for Tenant. This includes a 680k for the rock climbing walls, any other rock climbing related costs born by LandLoard and any and all workout equipment paid for by land landlord. This lease-to-own on equipment is paid based on available cash flow at a rate of 8 years at 2% interest rate.

AGREED AND ACCEPTED BY TENANT:

By: _____

Date: _____

AGREED AND ACCEPTED BY LANDLORD:

By: _____

Date: _____

EXHIBIT A Landlord's Work

Restrooms

Landlord will provide and install fully functional handicapped accessible restroom meeting all applicable codes, installed pursuant to tenant's plans and specifications to include but not limited to the following.

1. The handicapped approved toilet, lever handle, lavatory, faucet, grab bars, door hardware, and signage.

2. All finishes including but not limited to floor tile, paper towel dispensers, toilet paper holders, mirrors and soap dispensers (mounted at proper distances in compliance with the local accessibility codes).

3. Exhaust system

4. Recessed ceiling light fixtures 5. Hard gypsum board ceiling, minimum 8'- 0".

Fire Protection and Alarms

Landlord will not provide a complete sprinkler and alarm system for the tenant space as it is not required by code for tenant's use.

Walls

All demised walls shall be framed with 22 gauge studs, 16" o.c. insulated sheet rocked and taped up to the underside of roof structure, seal joint air tight with foam sealant. Sheetrock to applicable fire and building codes and standards. Finished, taped, and sanded smooth.

Ceilings

Standard drop ceilings that meet building code for tenants use throughout. All Sprinkler drops made with drop in lighting to code. Minimum 10 ft ceiling heights required.

Storefront

Landlord shall provide non-tinted, standard storefront with entry doors per tenant's location. (double pane, low-e glazing to comply with local energy codes as applicable).

Floors

Landlord will provide clean and level concrete slab or clean and level wood underlayment in a stable and dry location. Floor is prepared ready for tenant's floor finished.

HVAC

A minimum of 1 ton of HVAC capacity per 200 sq ft of floor area installed and distributed with adequate ventilation for restaurant use. These requirements may vary based upon local climates and sun loads. This service needs to be available for all operating hours, including nights and weekends.

Restrooms to have properly vented exhaust fans per local code. Fan to run continuous during store operating hours.

Plumbing

Cleveland Rocks Inc's will require a standard 4" sewer connection and 3⁄4" to 1" water supply with 50psi pressure. You should have your own water and sewer meters since Cleveland Rocks Inc's does not use much of
either. Restrooms to code with fixtures counts and layout per ADA and local codes.

Water heater should be a minimum 50 gal 24kw electric unit or equal. No natural gas is required for any equipment. Cleveland Rocks Inc's typically requires a 20 lb. grease trap.

Electric

Cleveland Rocks Inc's requires a minimum 200 amp, 120/208V, 3 phase, 4

Lease on 2831 Franklin Blvd

1.**TENANT:** Flux Makerspace

2.**LANDLORD:** Cleveland Rocks Holding LLC

3.**PREMISES:** 2831 Franklin Blvd, parcel 003-32-003

4.**SIZE:** 2,000 sqft

5.**DIMENSIONS:**

Primary Occupied Space - 1 co-working area, 2 offices and general access to the Yoga Studio space during non-class times.

Secondary Occupied Space - All of the general hallways, bathrooms, and generally shared amenities are not calculated in the leasable sqft. These common areas are shared through triple net leases, additional costs associated with heating and maintenance will be born by the tenants on a triple net basis, resulting in no additional cost to the landlord.

6.**TERM:** 25 years

7.**OPTIONS**: Common areas such as hallways, additional restrooms (not including basement lockerrooms), and stairwells can be allocated to tenants based on pro-rated per sqft of lease vs available rentable sqft at the discretion of the Landlord.

8.**OPTIONS TO RENEW**: Flux Makerspace has the full option to renew at prevailing rates.

9.**POSSESSION DATE:** Upon construction completion, expected Feb/2022

10. **RENT:** $25 per square foot per month, additional costs such as heating, real estate taxes, cleaning, will be allocated to tenants on a prorated basis, on a monthly basis based on estimated expected costs.

11. **EXPENSES:** The landlord will provide Tenant detail as to the expected expenses applicable to the property. The current estimated NNN (including real estate taxes, common area maintenance real estate

taxes, utility bills (heat, electric, sewer, wifi) will be allocated to tenants based on a pro-ration of their renting sqft by the total rentable sqft which is the sum of active available leases. Any maintenance, cleaning, or fixing of damage due to normal wear and tare will be the responsibility of the tenant. Any issues to electrical, mechanical, HVAC, or plumbing will be fixed at the landlord's expense. If any subleases exist on the space Cleveland Rocks Holding LLC may directly allocate NNN expenses to sub-leased tenant.

12. **PERMITTED USES:** Exercise, exercise classes, meet-ups, social gatherings, concerts, music events, and any retail sales. Tenant. may pursue a license to sell beer to go and sell it to go. Tenant. will engage in the promotion and subleasing of the available sub-leasable space at 2831 Franklin Blvd. Flux Makerspace is also permitted to promote/market any of the potential subleased space.

13. **ALTERATIONS:** Tenant may make nonstructural alterations and improvements to the interior of the premises of $10,000 or less per alteration without Landlord's prior consent, provided the work is performed in a good and workmanlike manner. The tenant may close its business once every five (5) years for up to thirty (30) days to refurbish and redecorate the Premises.

14. **CONTRACT ALTERATIONS**: Any material changes of this lease must be agreed upon by both parties, Landlord and Tenant.

15. **OCCUPIED TENANT IMPROVEMENTS:** In the event of major construction by the tenant, Tenant shall have thirty (30) days from the date of obtaining applicable building permits to complete improvements to the space (hereinafter "Construction Period"). During this Construction Period, no rent or expenses will be due. Landlord will cooperate with Tenant's efforts to obtain permits and approvals. Any improvements by tenants and sub-leased tenants needs to be approved by Cleveland Rocks Holding LLC.

14. **RENT COMMENCEMENT:** Payment of rent shall commence Sixty (30) days from the expiration of the Construction Period. Rent will be paid for the period after the rent period, not pre-paid rent for the upcoming period.

15. **SECURITY DEPOSIT:** Tenant shall pay the Landlord upon issuance of applicable building permits a security deposit of three (3) months rent.

So long as the Tenant is not then in default, the security deposit will be refunded to the Tenant at the end of the first lease year. This security deposit may be made as a debt agreement if necessary instead of a deposit. The tenant is expected to pay down this liability on top of rent in order to express a security deposit in cash.

16. **SIGNS:** The landlord hereby grants and approves the following signage rights: Opening Signage. **Permanent Signage.** A landlord agrees to allow the Tenant to use a standard sign and awning package APPROVED BY Cleveland Rocks Holding LLC to the maximum size permitted by local governmental authorities.

17. **EXCLUSIVE:** Throughout the Term, as it may be extended under the terms of the Lease, the Tenant shall have the exclusive right in the center to sell yoga related gear in a retail store. While not exclusive, tenant shall the a additional right have the right to sell coffee, espresso, smoothies, various non-beverages, snacks, desserts, and other such products typically associated with a café.

18. **Selling of Lease:** The tenant at any time can exit the lease if the tenant can provide another organization to take over the lease at prevailing rates. The tenant may also at any time sublease any amount of space with approval from Landlord. Any further subleasing is possible, but all subleases require the signature of the landlord.

19. **Late Payments:** Any late payments of base or NNN rates will be added to an accrual account for the said tenant**.** Any subleased space to tenants will be carried into their own accrual accounts. Base and NNN rents are paid in a best effort. The minimal amount Flux Makerspace is liable for is the summation of Cleveland Rocks Holding LLC's total debt service and other base operating expenses. Flux Makerspace is liable at minimum for the net cost it requires to keep Cleveland Rocks Holding LLC solvent and able to pay all debt, tax, and necessary expenses to continue operations. Flux Makerspace must pay this minimum, and in the event of financial hardship, Flux Makerspace may not be able to pay the full lease rate. Any amount accrued but not paid is accounted for as noncollateralized, non-recourse accrued bills. Landlord may adjust leases on a temporary basis in order to assist the longevity and

competitive advantage of the tenant.

20. **Guarantor:** Flux Makerspace is acting as a guarantor on all payments associated with Cleveland Rocks Holding LLC. Any inability for Cleveland Rocks Holding LLC to pay debt, taxes, required expenses, and/or cash required. This guarantor does not guarantee any portion or amount of return to investor/equity partners. This guarantee extends to the capital required to keep the company solvent and financially stable.

21. **OUTSIDE SEATING:** Tenant shall have the right to use the common areas adjacent to the subject premises for an outdoor congregating area, as long as such use complies with local zoning codes and ordinances.

22. **NO RADIUS/ RELOCATION CLAUSES:** Any radius restrictions or relocation provisions in the Lease will be deleted.

23. **ASSIGNMENT PROVISIONS:** Tenant shall have the right to assign the Lease or sublet the Premises, without charge but with Landlord's consent being required, which will not be unreasonably withheld. Any subleasing or additional revenue opportunities in the space such as concerts, movie nights, or any events will be subject to approval by Cleveland Rocks Holding.

24. **HAZARDOUS MATERIALS:** The landlord represents and warrants that the Premises are free or fully encapsulated of all asbestos, asbestos-containing materials and other hazardous or toxic materials to the best of their knowledge (collectively, "Hazardous Materials"). Tenant shall have no obligation to make any repairs, alterations or improvements to the Premises or incur any costs or expenses whatsoever as a result of Hazardous Materials in or about the Center, Building or the Premises, other than those Hazardous Materials brought onto such areas by Tenant. Landlord shall be solely responsible for any changes to the Premises relating to Hazardous Materials (at Landlord's expense and not as a charge to Tenant's build out allowance), unless those Hazardous Materials were brought onto Premises by Tenant. Landlord shall indemnify and hold Tenant harmless from and against all liabilities, costs, damages, and expenses which Tenant may incur (including reasonable attorneys' fees) as a result of a breach of Landlord's representation and the warranty set in this paragraph or the presence of Hazardous Materials in or about the Center, Building or the Premises unless those Hazardous Materials were brought onto such

areas by Tenant.

25. **TENANT FINANCING:** Tenant shall have the right from time to time to grant and assign a mortgage or other security interest in all of tenant's personal property located within the Premises to its lenders in connection with tenant's financing arrangements, and any lien of Landlord against Tenant's personal property (whether by statute or under the terms of the Lease) shall be subject and subordinate to such security interest. The landlord shall execute such documents as Tenant's lenders may reasonably request in connection with any such financing.

26. **LANDLORD WARRANTIES:** Landlord represents, covenants and warrants (i) that it has lawful title to the Center and has full right, power and authority to enter into the Lease; (ii) that the Center is in compliance with the Americans with Disabilities Act ("ADA"); (iii) that the permitted "use" of the Premises does not currently violate the terms of any of Landlord's insurance policies: (iv) that it currently maintains all risk of physical loss coverage for the full replacement cost of the Center and shall remain throughout the term of the Lease general liability insurance coverage for the Center consistent with that being maintained from time to time by reasonably prudent owners of properties similar to the Center in the same area; (v) that so long as Tenant pays all monetary obligations due under the Lease and performs all other covenants contained therein, Tenant shall peacefully and quietly have, hold, occupy and enjoy the Premises during the term of the Lease and its use and occupancy thereof shall not be disturbed; and (vi) that (a) the Center has the proper zoning and a legally adequate number of parking spaces for Tenant's permitted use, and (b) Tenant's permitted use does not violate and other contracts or agreements to which the Landlord is a party or any other covenants, conditions, restrictions or agreements applicable to the Center. Landlord covenants and agrees that it shall take no action that will interfere with Tenant's intended usage of the Premises. Landlord shall indemnify and hold harmless tenant and its officers, partners, agents and employees from and against any loss, cost, liability, damage or expense arising out of (i) Landlord's operation of the Center, (ii) Landlord's breach in the performance of any of its obligations under the Lease or (iii) any violation of law by Landlord or any other act or omission of Landlord or its contractors, agents or employees. The foregoing indemnification shall survive expiration or termination of the

Lease.

27. **EXPIRATION OF PROPOSAL:** This proposal shall remain in force for 14 days from the Tenant's date of this proposal. Should this Letter of Intent meet with the approval with the Landlord, the Landlord shall return an executed copy of this document to Tenant within such time period. Landlord agrees not to discuss or negotiate towards leasing the Premises to anyone other than Tenant for sixty (60) days after the Landlord approves this Letter of Intent. Landlord and Tenant each hereby agree to negotiate the terms and provisions of a Lease consistent with this Proposal within said sixty (60) day period.

28. **RETURN OF EXECUTED LEASE:** Landlord agrees to return a fully executed original Lease within ten (10) days of execution to Tenant.

29. **Modifications:** Landlord may modify the leased sqft based on active space the tenant is using. Landlord will make an annual assessment of a specific sqft and in the event the tenant is using additional (or less) of the building, the leasable sqft may adjust to reflect the actual space.

AGREED AND ACCEPTED BY TENANT:

By: _____

Date: _____

AGREED AND ACCEPTED BY LANDLORD:

By: _____

Date: _____

EXHIBIT A Landlord's Work

Restrooms

Landlord will provide and install fully functional handicapped accessible restroom meeting all applicable codes, installed pursuant to tenant's plans and specifications to include but not limited to the following.

1. The handicapped approved toilet, lever handle, lavatory, faucet, grab

bars, door hardware, and signage.

2.All finishes including but not limited to floor tile, paper towel dispensers, toilet paper holders, mirrors and soap dispensers (mounted at proper distances in compliance with the local accessibility codes).

3. Exhaust system

4. Recessed ceiling light fixtures 5. Hard gypsum board ceiling, minimum 8'- 0".

Fire Protection and Alarms

Landlord will not provide a complete sprinkler and alarm system for the tenant space as it is not required by code for tenant's use.

Walls

All demised walls shall be framed with 22 gauge studs, 16" o.c. insulated sheet rocked and taped up to the underside of roof structure, seal joint air tight with foam sealant. Sheetrock to applicable fire and building codes and standards. Finished, taped, and sanded smooth.

Ceilings

Standard drop ceilings that meet building code for tenants use throughout. All Sprinkler drops made with drop in lighting to code. Minimum 10 ft ceiling heights required.

Floors

Landlord will provide clean and level concrete slab or clean and level wood underlayment in a stable and dry location. Floor is prepared ready for tenant's floor finished.

HVAC

A minimum of 1 ton of HVAC capacity per 200 sq ft of floor area installed and distributed with adequate ventilation for restaurant use. These requirements may vary based upon local climates and sun loads. This service needs to be available for all operating hours, including nights and weekends.

Restrooms to have properly vented exhaust fans per local code. Fan to run continuous during store operating hours.

Plumbing

Tenant's will require a standard 4" sewer connection and 3⁄4" to 1" water supply with 50psi pressure. You should have your own water and sewer meters since Tenant's does not use much of
either. Restrooms to code with fixtures counts and layout per ADA and local codes.

Water heater should be a minimum 50 gal 24kw electric unit or equal. No natural gas is required for any equipment. Tenant's typically requires a 20 lb. grease trap.

Electric

Tenant's requires a minimum 200 amp, 120/208V, 3 phase, 4 wire service with a minimum 200 amp distribution panel installed in the store and separate metering. Electrical outlet distribution per local code.

Tenant's uses fluorescent fixtures only in the back room. Track lighting, Pendent lights and recessed cans are used everywhere else. Emergency exit signs and lighting to code. Telephone service to the space adequate to handle a minimum of 4 lines.

A junction box at the point on the exterior where Tenant's sign will be mounted

with a 120V, 20 amp single circuit.

Other

A wifi connection will be made available available for customers. Cell phones must work inside the store for customer convenience.

wire service with a minimum 200 amp distribution panel installed in the store and separate metering. Electrical outlet distribution per local code.

with a 120V, 20 amp single circuit.

Other

A wifi connection will be made available available for customers. Cell phones must work inside the store for customer convenience.

TAYEH LAW OFFICES, LLC

November 11, 2023

Kevin Wojton
Cleveland Rocks Holding, LLC
2831 Franklin Blvd.
Cleveland, Ohio, 44113

Via Regular and Certified Mail
Also Via Email: kfwojton@gmail.com

Re: Mark Shee, SPF3,LLC, CLE Turnkey Real Estate LLC, Jaeger Creek, LLC's Inspection of Records of Cleveland Rocks Holding, LLC

Dear Mr. Wojton:

Please be advised that this law firm represents Mark Shee, SPF3, LLC, CLE Turnkey Real Estate LLC, and Jaeger Creek, LLC (collectively, the "Investors") regarding their respective membership interest in Cleveland Rocks Holding, LLC ("CRH").

Pursuant to Section 11.1 of CRH's Operating Agreement and Ohio Revised Code Section 1706.33, the Investors hereby demand the right to inspect and copy all financial records of CRH, including but not limited to, all bank statements, invoices, receipts, tax records, profit/loss statements, QuickBooks or other accounting software reports, spreadsheets, ledgers, 1099s, W-2s, agreements, contracts, expense reports, income statements, accounting records, accountant and bookkeeper information, communications (including emails) to and from all bookkeepers and accountants, and all other financial, business, and similar records of CRH from (or effective anytime during) January 2018 – the date of production.

A copy of said records may be delivered to my office physically or via email. If the records are voluminous, they may be delivered electronically, by flash drive or through a file-sharing application. My Firm's email is below. Alternatively, a copy of the documentation may be made available at your office for inspection and copying or pickup by a representative of the Investors.

Because all CRH's records should be readily available at its office, the Investors demand that they be delivered or otherwise made available for inspection and copying no later than November 20, 2023. Please contact me immediately via email to confirm whether CRH will voluntarily turn a copy of the requested documents over or if a representative of the Investors should appear at CRH's office on November 20, 2023. If you fail to respond, we will assume the inspection will occur on November 20, 2023 at noon at CRH's office at 2831 Franklin Blvd, Cleveland, Ohio, 44113, and that all the above records will be made available at that time.

Thank you for your time and anticipated cooperation in this matter.

Sincerely,

Ziad Tayeh, Esq.

Exhibit 4

22255 Center Ridge Road, Suite 311, Rocky River, OH 44116
Office: 440.580.0365 | Fax: 440.359.8755 | info@TayehLaw.com | www.TayehLaw.com

Re: Mark Shee, SPF3,LLC, CLE Turnkey Real Estate LLC, Jaeger Creek, LLC's Inspection of Records of Cleveland Rocks Holding, LLC

From: kevin Wojton <kfwojton@gmail.com>
Received Thursday November 30, 2023 03:49 pm
To: Ziad Tayeh <ziadtayeh@tayehlaw.com>
Subject: Re: Mark Shee, SPF3,LLC, CLE Turnkey Real Estate LLC, Jaeger Creek, LLC's Inspection of Records of Cleveland Rocks Holding, LLC
Attachments:
Associations: Jaeger Creek , LLC (Josh Miranda): Real Estate Dispute - Cleveland Rocks [7478]

Ziad,

It totally apologize. I thought this was due on the 30th. Not the 29th. I was putting the final touches on it today and was going to be sending over asap. I have been working hard to get you all the requested documents on top of running the companies, so I appreciate your patience! I will be sending over with in the next hour!

Kindly,

Kevin Wojton

On Fri, Nov 24, 2023 at 5:04 PM Ziad Tayeh <ziadtayeh@tayehlaw.com> wrote:

> Dear Kevin:
>
> As you are aware, I represent the above referenced investors.
>
> I have spoken with my clients, and the documents you provided are wholly inadequate and not in conformity with the request. You only produced bank statements and summaries you created without supporting documents. We will need you to fully cooperate with our request. As a reminder, we requested the following documents:
>
> **all bank statements, invoices, receipts, tax records, profit/loss statements, QuickBooks or other accounting software reports, spreadsheets, ledgers, 1099s, W-2s, agreements, contracts, expense reports, income statements, accounting records, accountant and bookkeeper information, communications (including emails) to and from all bookkeepers and accountants, and all other financial, business, and similar records of CRH from (or effective anytime during) January 2018 – the date of production.**
>
> **Please be advised that the document production should include all insurance policies for both the operating entity and CRH.**
>
> Pursuant to the operating agreement, all financial records and other documents should be kept at the Company's principal office. As such, they should be readily accessible.
>
> You have until November 29, 2023 to produce **all** of the requested documents. Your failure to do so will result in our filing of legal action. You should also be aware that your failure to comply with the request has raised suspicion of financial impropriety, which will also be raised in our impending legal action.

Exhibit 5

You mentioned that you may seek legal counsel. It is advisable to do so at this time. Please have your attorney call me as soon as possible, however, in any event, we will not modify the November 29, 2023 deadline.

I appreciate your anticipated cooperation.

TAYEH LAW OFFICES, LLC

Ziad Tayeh, Esq.
Tayeh Law Offices, LLC
22255 Center Ridge Road, Suite 311
Rocky River, Ohio 44116
Ph: 440-580-0365
Cell: 440-503-0366
Fax: 440-359-8755

From: kevin Wojton <kfwojton@gmail.com>
Sent: Monday, November 20, 2023 4:59 PM
To: Ziad Tayeh <ziadtayeh@tayehlaw.com>; Mark Shee - Azava <mshee@azava.net>; Josh Miranda <josh.mirand@gmail.com>; Tim Bratz <bratz@cleturnkey.com>; Bob Sorin <bobs@positiveee.com>
Subject: Re: Mark Shee, SPF3,LLC, CLE Turnkey Real Estate LLC, Jaeger Creek, LLC's Inspection of Records of Cleveland Rocks Holding, LLC

Ziad,

No one showed up today at 12:30. I was trying to comply with this request; but can not pull together all the documentation requested. I am always happy to be transparent with my investors. I have attached 2 years of bank account statements for the formation of effort. I have already shared income statements to these same investors as prepared by our CFA. I am always available for information for our investors.

In order to fully comply with this letter; I will need to seek legal representation. A family friend passed away this week unexpectedly, and I lost my Thursday and Friday. I have also independently discussed with most of the parties on this letter; and the idea of us all spending $20k on lawyers for a simple request for information would only pull capital away from the project. I am awaiting a response from your clients with the full intent to move forward with lawyers involved. I will be retaining a lawyer from large law firm in Cleveland, who advised to first approach this group to deescalate any tensions. We are all in this partnership together, and the last thing we need to do is to create friction considering how close we are with a refinance and signing a long term lease with our anchor lease tenant. I will humbly await your response.

CLE Rocks 2 years of bank statements.
https://drive.google.com/drive/folders/1JX-vUOwvoUFj54T9-z4ItNnsIA78mYlg?usp=drive_link

CLE Rocks Package
this is an internal document of income statements as prepared by our CFA.
https://docs.google.com/spreadsheets/d/1wFERSNqsaAcnKC0zQgXvBWMjh82SENDQ/edit?usp=sharing&ouid=104089203304794806026&rtpof=true&sd=true

Kindly ,

Kevin Wojton

On Mon, Nov 13, 2023 at 10:56 PM Ziad Tayeh <ziadtayeh@tayehlaw.com> wrote:

> Mr. Wojton:
>
> You can deliver the document to me, no problem. I cannot divulge attorney-client privileged information regarding scope of representation, however, I appreciate your willingness to cooperate with these requests.
> Electronically Filed 01/09/2024 10:07 / / CV 24 991052 / Confirmation Nbr. 3056617 / CLSH1
> Ziad Tayeh, Esq.

Tayeh Law Offices, LLC

Ohio Savings Bank Building

22255 Center Ridge Road, Suite 311

Rocky River, OH 44116

Phone: 440-580-0365

Fax: 440-359-8755

Email: Ziadtayeh@tayehlaw.com

Website: Tayehlaw.com

From: kevin Wojton <kfwojton@gmail.com>
Sent: Saturday, November 11, 2023 7:39 PM
To: Ziad Tayeh <ziadtayeh@tayehlaw.com>
Subject: Re: Mark Shee, SPF3,LLC, CLE Turnkey Real Estate LLC, Jaeger Creek, LLC's Inspection of Records of Cleveland Rocks Holding, LLC

Ziad,

Thanks for the message. Please advise, since they are retaining legal council then I should only correspond with you going forward correct? Also what is the nature of them retaining you as legal council? They never requested this information from me directly and if they would I would have submitted it.

K

On Sat, Nov 11, 2023 at 5:30 PM Ziad Tayeh <ziadtayeh@tayehlaw.com> wrote:

> Dear Mr. Wojton:
>
> Please see the attached. Delivery by regular and certified mail shall follow.
>
> Thank you,
>
> Ziad Tayeh Esq.
> Tayeh Law Offices, LLC
> 22255 Center Ridge Road, Suite 311
> Rocky River, OH 44116
> Office: 440-580-0365
> Fax: 440-359-8755