PRE-ACQUISITION SUBSCRIPTION AGREEMENT

This Pre-Acquisition Subscription Agreement (this "Agreement") is entered into as of ________________ (the "Effective Date"), by and between Akil-Abree Consulting, LLC, an Illinois limited liability company, with its principal address at 746 W. Sunset Drive, Glenwood, Illinois 60425 (the "Acquirer"), and ________________________, a(n) ___________________________ with its principal address at ________________________________ (the "Subscriber").

RECITALS

WHEREAS, the Acquirer has identified Intellistreets, Inc., a Michigan corporation (the "Issuer"), as an acquisition target and desires to facilitate the acquisition by the Subscriber of seventy percent (70%) of the issued and outstanding shares of capital stock of the Issuer (the "Target Shares") for an aggregate purchase price of Twenty Million Dollars ($20,000,000.00) (the "Acquisition Purchase Price"), in a private placement transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506(b) of Regulation D promulgated thereunder ("Rule 506(b)"), pursuant to a Stock Purchase Agreement by and among the Subscriber, the applicable sellers, and such other parties as may be appropriate (the "Stock Purchase Agreement");

WHEREAS, the Subscriber desires to acquire the Target Shares pursuant to the Stock Purchase Agreement, subject to the terms and conditions of this Agreement and the other Transaction Documents;

WHEREAS, the parties intend that, as an express condition and inducement to the transactions contemplated hereby, the Subscriber will enter into a management agreement with the Acquirer, pursuant to which the Acquirer will have sole authority and control over the management of the Issuer, including the exclusive right, to the fullest extent permitted by the bylaws of the Issuer, its articles of incorporation, applicable law, and the management agreement, to designate, appoint, remove, and replace the officers, managers, directors, or other authorized management personnel of the Issuer (the "Management Agreement");

WHEREAS, the parties further intend that the Subscriber's acquisition of the Target Shares is a pre-acquisition transaction that is part of a broader integrated business arrangement between the Acquirer and the Subscriber, which also includes the Subscriber's subscription for membership interests in the Acquirer pursuant to that certain Subscription Agreement by and between the Acquirer and the Subscriber, dated as of _________________ (the "Subscription Agreement");

WHEREAS, the parties intend that this Agreement will become effective only if the Subscription Agreement is duly executed and delivered by both parties;

WHEREAS, the parties intend that the closing of the acquisition of the Target Shares contemplated by this Agreement will be a condition precedent to the effectiveness and closing of the Subscription Agreement;

WHEREAS, in connection with the transactions contemplated by this Agreement, the parties intend to enter into the Stock Purchase Agreement, the Management Agreement, and such other agreements, certificates, instruments, and ancillary documents as the Acquirer may require (collectively, the "Transaction Documents"); and

WHEREAS, the Acquirer is entering into this Agreement in order to establish the Subscriber's binding obligations with respect to the acquisition of the Target Shares and the governance and control arrangements affecting the Issuer following the closing of the acquisition.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, the parties agree as follows:

1. **Pre-Acquisition Subscription**

   a. Subscription for Target Shares. Subject to the terms and conditions of this Agreement, the Subscriber hereby irrevocably agrees to acquire, or cause its permitted acquisition affiliate to acquire, the Target Shares pursuant to the Stock Purchase Agreement, and to pay the Acquisition Purchase Price in accordance with the Stock Purchase Agreement and this Agreement.

   b. Nature of Transaction. The transaction contemplated by this Agreement is a pre-acquisition transaction pursuant to which the Subscriber will acquire the Target Shares before or substantially contemporaneously with the closing of the Subscription Agreement and related investment in the Acquirer.

   c. Percentage Interest. The parties acknowledge that the Target Shares are intended to represent seventy percent (70%) of the issued and outstanding shares of the Issuer immediately following the closing under the Stock Purchase Agreement, subject to final adjustment, confirmation, and documentation in the Stock Purchase Agreement and related capitalization documents delivered at closing. If necessary to give effect to the parties' agreed economic and governance arrangement, the parties shall execute such further documents and take such further actions as are reasonably required by the Acquirer.

   d. Permitted Acquisition Affiliate. The Subscriber may designate a wholly owned affiliate to acquire the Target Shares only with the prior written consent of the Acquirer, which may be granted or withheld in the Acquirer's sole discretion; provided, however, that no such designation will relieve the Subscriber of any obligation or liability under this Agreement, and the Subscriber and such affiliate shall be jointly and severally liable unless the Acquirer expressly agrees otherwise in writing.

2. **Acquisition Purchase Price and Payment**

   a. Acquisition Purchase Price. The aggregate purchase price for the Target Shares will be Twenty Million Dollars ($20,000,000.00).

   b. Payment of Acquisition Purchase Price. The Subscriber shall pay, or cause to be paid, the Acquisition Purchase Price by wire transfer of immediately available funds in accordance with the Stock Purchase Agreement and the closing instructions delivered in connection therewith, no later than the closing date under the Stock Purchase Agreement, unless otherwise approved in writing by the Acquirer.

c. Evidence of Funding. Upon request of the Acquirer, the Subscriber shall provide evidence reasonably satisfactory to the Acquirer of the Subscriber's financial capacity to consummate the acquisition of the Target Shares and timely fund the Acquisition Purchase Price and all related costs and expenses.

d. No Obligation to Advance Funds. The Acquirer will have no obligation to advance, lend, guarantee, reimburse, or otherwise provide any portion of the Acquisition Purchase Price or any transaction costs in connection with the acquisition contemplated by this Agreement.

3. Closing

a. Closing. The closing of the acquisition of the Target Shares contemplated by this Agreement (the "Closing") will take place on the same date as the closing of the Target Shares (the “Target Closing”) or on such other date, time, and place as the Acquirer may designate or approve in writing, including by electronic exchange of signatures and documents, and may occur simultaneously with the closing of the Subscription Agreement or immediately prior thereto.

b. Conditions to Effectiveness. Notwithstanding anything to the contrary in this Agreement, this Agreement will not become effective and no party will have any obligation to consummate the transactions contemplated hereby unless and until all of the following have occurred or been waived in writing by the Acquirer:

   i. the Subscription Agreement has been duly executed and delivered by both parties;

   ii. the Stock Purchase Agreement has been duly executed and delivered by all required parties in form and substance acceptable to the Acquirer in its sole discretion;

   iii. the Management Agreement has been duly executed and delivered by the Subscriber, the Acquirer, the Issuer, and such other parties as the Acquirer may require, in form and substance acceptable to the Acquirer in its sole discretion;

   iv. the Subscriber has delivered all information, documentation, certifications, and other items requested by the Acquirer in connection with the acquisition, including evidence reasonably satisfactory to the Acquirer of the Subscriber's authority, funding capability, and legal capacity to consummate the transaction;

   v. the Subscriber has agreed to such governance, control, board, officer, and management arrangements for the Issuer as the Acquirer may require, including the arrangements contemplated by the Management Agreement;

   vi. the Acquirer has determined, in its sole discretion, that the acquisition of the Target Shares by the Subscriber and the related post-closing governance structure for the Issuer are advisable and in the best interests of the Acquirer and its related transaction objectives; and

vii. all other conditions required by the Acquirer or the applicable Transaction Documents have been satisfied or waived by the Acquirer in writing.

c. Acquirer Discretion. The Acquirer reserves the right, in its sole and absolute discretion, to reject, terminate, suspend, or refuse to proceed with the transaction contemplated by this Agreement in whole or in part, for any reason or no reason, prior to Closing, if the Acquirer determines that the proposed acquisition structure, governance structure, financing, legal documentation, or post-closing arrangements are not satisfactory to the Acquirer.

d. Closing Deliveries by Subscriber. At or prior to Closing, the Subscriber shall deliver to the Acquirer:

i. this Agreement, duly executed by the Subscriber;

ii. evidence reasonably satisfactory to the Acquirer that the Stock Purchase Agreement has been duly executed by the Subscriber and all other required parties;

iii. the Management Agreement, duly executed by the Subscriber;

iv. evidence of the Subscriber's existence, good standing, authority, and authorization to enter into this Agreement and the other Transaction Documents, as requested by the Acquirer;

v. evidence reasonably satisfactory to the Acquirer of the Subscriber's ability to fund the Acquisition Purchase Price and related transaction costs;

vi. beneficial ownership, anti-money laundering, sanctions, and know-your-customer information reasonably requested by the Acquirer;

vii. a completed IRS Form W-9 or appropriate IRS Form W-8, as applicable; and

viii. such other documents and instruments as the Acquirer may reasonably request.

e. Closing Deliveries by Acquirer. At or prior to Closing, the Acquirer shall deliver or cause to be delivered to the Subscriber:

i. a counterpart of this Agreement and such other Transaction Documents to which the Acquirer is a party, duly executed by the Acquirer;

ii. evidence, if applicable, of the Acquirer's approval of the governance and management structure contemplated by the Management Agreement; and

iii. such other certificates or instruments as the Acquirer determines to be appropriate in connection with the Closing.

4. Management and Control Covenants

a. Management Agreement Requirement. As an express condition to the effectiveness of this Agreement and the Closing, the Subscriber shall execute, deliver, and perform the Management Agreement in form and substance acceptable to the Acquirer in its sole discretion.

b. Sole Authority and Control. Without limiting the requirements of the Management Agreement, the Subscriber agrees that, following the closing of the acquisition of the Target Shares and for so long as required under the Management Agreement, the Acquirer will have sole authority and control over the management and operation of the Issuer, to the fullest extent permitted by the bylaws of the Issuer, its articles of incorporation, applicable law, and the Management Agreement.

c. Designation of Management Personnel. Without limiting the foregoing, the Subscriber agrees that the Acquirer will have the exclusive right, to the fullest extent permitted by the bylaws of the Issuer, its articles of incorporation, applicable law, and the Management Agreement, to designate, appoint, remove, and replace the officers, managers, directors, and other authorized management personnel of the Issuer

d. No Interference. The Subscriber shall not take, and shall cause its affiliates, representatives, nominees, and designees not to take, any action inconsistent with the Acquirer's rights under this Agreement or the Management Agreement, including any action to limit, circumvent, impair, or challenge the Acquirer's management authority or appointment rights with respect to the Issuer

e. Organizational Documents and Governance Actions. The Subscriber shall cause the Issuer, promptly following Closing, to take all corporate actions and adopt all amendments, resolutions, bylaws provisions, shareholder consents, board actions, and other governance measures necessary or desirable to give full force and effect to the Management Agreement and the Acquirer's rights contemplated by this Agreement, in each case to the fullest extent permitted by applicable law.

f. Specific Performance. The parties acknowledge that the Acquirer would be irreparably harmed by any breach of this Section and that monetary damages may not be an adequate remedy. Accordingly, the Acquirer will be entitled to specific performance, injunctive relief, and other equitable remedies, without the necessity of posting bond, in addition to any other rights and remedies available at law or in equity.

5. Representations and Warranties of the Subscriber

The Subscriber hereby represents and warrants to the Acquirer, as of the date hereof and as of the Closing Date, as follows:

a. Organization and Good Standing. If the Subscriber is an entity, the Subscriber is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, and has all requisite power and authority to own its properties, conduct its business, and enter into and perform its obligations under this Agreement and the other Transaction Documents.

b. Authority; Enforceability. The execution, delivery, and performance by the Subscriber of this Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary action. This Agreement constitutes, and each other Transaction Document when executed by the Subscriber will constitute, the legal, valid, and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity.

c. No Conflict. The execution, delivery, and performance by the Subscriber of this Agreement and the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (i) violate any provision of the Subscriber's organizational documents, if applicable; (ii) violate any law, rule, regulation, judgment, order, or decree applicable to the Subscriber; or (iii) conflict with, result in a breach of, or constitute a default under any material agreement to which the Subscriber is a party or by which it is bound.

d. Acquisition Purpose. The Subscriber is acquiring the Target Shares for its own account, or for the account of a permitted acquisition affiliate approved by the Acquirer, for investment and strategic business purposes only, and not with a view to, or for offer or sale in connection with, any distribution of the Target Shares in violation of applicable securities laws.

e. Access to Information. The Subscriber has had the opportunity to ask questions of and receive answers from the appropriate parties concerning the Issuer, the Target Shares, the Stock Purchase Agreement, the Management Agreement, the Subscription Agreement, and the transactions contemplated by this Agreement, and has had access to such information as the Subscriber has deemed necessary or advisable to evaluate the merits and risks of the transaction.

f. Independent Evaluation. The Subscriber has conducted its own independent review and analysis of the Issuer, the Target Shares, the Stock Purchase Agreement, the Management Agreement, the Subscription Agreement, the Acquirer's role in the transaction structure, and the transactions contemplated by the Transaction Documents, and has relied solely upon its own investigation and the representations and warranties expressly set forth in the Transaction Documents. The Subscriber acknowledges that, except as expressly set forth in the Transaction Documents, neither the Acquirer nor any of its managers, members, officers, employees, agents, representatives, affiliates, or advisors has made any representation or warranty, express or implied, with respect to the Issuer, the Target Shares, the Stock Purchase Agreement, the Management Agreement, the Subscription Agreement, or the likely success of the transaction.

g. Sophistication. The Subscriber, either alone or together with its representatives, has such knowledge, skill, and experience in financial, investment, tax, corporate, and business matters that it is capable of evaluating the merits and risks of the transaction and of protecting its own interests in connection with the transaction.

h. Ability to Bear Risk. The Subscriber is able to bear the economic risk of the transaction, including the possible loss of all or a substantial portion of its investment and the risks associated with owning a controlling equity interest subject to contractual management restrictions in favor of the Acquirer.

i. Restricted Securities. The Subscriber understands that the Target Shares may not have been registered under the Securities Act or applicable state securities laws and may constitute restricted securities. The Subscriber understands that the Target Shares may not be offered, sold, transferred, assigned, pledged, hypothecated, or otherwise disposed of except pursuant to an effective registration statement under applicable securities laws or an available exemption therefrom, and in compliance with this Agreement, the Stock Purchase Agreement, the Management Agreement, any applicable shareholder agreement, and all other applicable laws and restrictions.

j. No General Solicitation. To the extent applicable, the Subscriber acknowledges that the transactions contemplated hereby were not offered to the Subscriber by means of any general solicitation or general advertising.

k. No Reliance on Projections. In making its investment and transaction decision, the Subscriber has not relied upon any projections, estimates, forecasts, forward-looking statements, or budgets, except to the extent expressly set forth in the Transaction Documents, and acknowledges that any such information, if provided, is inherently uncertain.

l. Brokers. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that Gar Wood Securities LLC, acting as an investment bank (the "Investment Bank"), has been involved in connection with the transactions contemplated by this Agreement. The Subscriber represents that it has not engaged the Investment Bank and has no obligation to pay any brokerage, finder's, placement, investment banking, or similar fees or commissions to the Investment Bank in connection with such transactions. The Acquirer represents that any engagement of the Investment Bank, and any fees, costs, or expenses payable to the Investment Bank, are for the Acquirer's account solely pursuant to a separate written agreement between the Acquirer and the Investment Bank, and the Acquirer shall be solely responsible for any such fees and any claims by the Investment Bank arising from such engagement. Each party shall indemnify, defend, and hold harmless the other party and its affiliates from and against any claims for brokerage, finder's, placement, investment banking, or similar fees or commissions to the extent arising from any arrangement made by or through the indemnifying party.

m. Compliance with Laws; Anti-Money Laundering. The funds used by the Subscriber to consummate the acquisition contemplated by this Agreement are not derived from, and the Subscriber is not engaged in, any activity that would violate any applicable anti-money laundering, anti-bribery, anti-corruption, sanctions, or similar laws or regulations. The Subscriber is not a Person or entity with whom the Acquirer is prohibited from dealing under applicable law.

n. Residency and Transaction Location. The Subscriber's principal place of business or residence is located at the address set forth above, and the Subscriber is entering into the transaction contemplated by this Agreement in the jurisdiction in which the Subscriber is located, unless otherwise disclosed in writing to the Acquirer.

o. Accuracy of Information. All information furnished by or on behalf of the Subscriber to the Acquirer in connection with this Agreement and the transactions contemplated hereby is true, correct, and complete in all material respects and does not omit to state any material fact necessary to make such information not misleading.

p. Continued Accuracy. The Subscriber agrees to notify the Acquirer promptly if any representation or warranty of the Subscriber contained in this Agreement ceases to be true and correct in any material respect before the Closing.

q. Binding Effect of Related Agreements. The Subscriber understands and agrees that this Agreement is part of an integrated transaction structure with the Subscription Agreement, the Stock Purchase Agreement, and the Management Agreement, and that the Acquirer would not enter into this Agreement absent the Subscriber's agreement to the management and control arrangements contemplated hereby.

6. Acknowledgment of Risks by Subscriber

The Subscriber acknowledges, understands, and agrees that:

a. Speculative and Complex Transaction. The transaction contemplated by this Agreement is complex and involves a high degree of financial, operational, legal, and integration risk.

b. Control Limitation Risk. Although the Subscriber expects to acquire seventy percent (70%) of the outstanding shares of the Issuer, the Subscriber's rights as equity owner will be materially limited by the Management Agreement and the governance arrangements contemplated by this Agreement.

c. Illiquidity. There is no public market for the Target Shares, and no public market may develop. The Subscriber may be required to hold the Target Shares indefinitely.

d. Transfer Restrictions. The Target Shares are expected to be subject to substantial restrictions on transfer under this Agreement, the Stock Purchase Agreement, the Management Agreement, any shareholder agreement, and applicable federal and state securities laws.

e. Business Risks. The business, financial condition, results of operations, prospects, and value of the Issuer may be adversely affected by numerous factors, many of which are beyond the control of the Acquirer and the Subscriber.

f. Integration and Governance Risk. The post-closing relationship among the Subscriber, the Acquirer, and the Issuer will depend on the implementation and enforcement of contractual governance arrangements, and disputes concerning control, management, budgets, strategy, or operations could materially and adversely affect the value of the investment.

g. Lack of Guarantees. There is no assurance that the acquisition will achieve the Subscriber's objectives, that the Issuer will be profitable, or that the Subscriber will realize any return on investment.

h. Tax Consequences. The acquisition, ownership, and disposition of the Target Shares may involve significant tax consequences, and the Subscriber has consulted, or has had the opportunity to consult, its own tax advisors regarding such consequences.

i. Legal and Regulatory Risk. Changes in applicable laws, regulations, interpretations, enforcement priorities, or market conditions may adversely affect the Issuer, the Acquirer, or the value of the Target Shares.

j. Complete Loss. The Subscriber may lose all or a substantial portion of its investment.

7. Representations and Warranties of the Acquirer

The Acquirer hereby represents and warrants to the Subscriber, as of the date hereof and as of the Closing Date, as follows, except as otherwise disclosed in writing by the Acquirer to the Subscriber:

a. Organization and Good Standing. The Acquirer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois.

b. Authority. The Acquirer has all requisite limited liability company power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder, subject to the satisfaction of the conditions precedent set forth herein.

c. Authorization. The execution, delivery, and performance by the Acquirer of this Agreement and the transactions contemplated hereby have been duly authorized by all necessary limited liability company action, subject to execution and delivery of the applicable Transaction Documents and satisfaction of the conditions to Closing.

d. Enforceability. This Agreement constitutes, and each other Transaction Document when executed and delivered by the Acquirer will constitute, the legal, valid, and binding obligation of the Acquirer, enforceable against the Acquirer in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity.

e. Transaction Structure. The Acquirer is entering into this Agreement as part of an integrated transaction structure involving the acquisition of the Target Shares and the Subscriber's subscription for membership interests in the Acquirer pursuant to the Subscription Agreement.

8. Covenants of the Subscriber

a. Further Assurances. The Subscriber shall execute and deliver such additional documents, certificates, and instruments, and take such further actions, as the Acquirer may reasonably request to carry out the purposes of this Agreement and to comply with applicable law and the agreed transaction structure.

b. Confidentiality of Transaction Information. The Subscriber shall keep confidential all non-public information received from the Acquirer in connection with the transactions contemplated by this Agreement and shall not disclose such information to any Person other than the Subscriber's legal, tax, accounting, financing, and other professional advisors who have a need to know such information and are bound by confidentiality obligations, except as required by law.

c. No Publicity. The Subscriber shall not issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without the Acquirer's prior written consent, except as required by law.

d. Update of Information. The Subscriber shall promptly provide the Acquirer with such additional information as the Acquirer may reasonably request from time to time to verify the Subscriber's continued compliance with applicable legal, financing, anti-money laundering, sanctions, tax, and other requirements.

e. Governance Cooperation. The Subscriber shall take all actions, vote all shares, execute all written consents, and cause its nominees and designees to act in a manner consistent with the Management Agreement and the Acquirer's governance rights contemplated by this Agreement.

9. Transfer Restrictions

a. General Restriction. The Subscriber shall not sell, assign, transfer, convey, pledge, hypothecate, encumber, grant a security interest in, or otherwise dispose of any Target Shares, whether voluntarily, involuntarily, by operation of law, or otherwise, except with the prior written consent of the Acquirer, which may be granted or withheld in the Acquirer's sole discretion, and only in compliance with the Securities Act, applicable state securities laws, this Agreement, the Stock Purchase

Agreement, the Management Agreement, any applicable shareholder agreement, and all other applicable agreements and laws.

b. Opinion and Documentation. As a condition to any permitted transfer, the Acquirer may require the transferor and transferee to provide legal opinions, investment representations, joinders, tax forms, know-your-customer information, and such other documentation as the Acquirer may reasonably request to establish compliance with applicable law and the Transaction Documents.

c. Void Transfers. Any purported transfer of the Target Shares in violation of this Agreement or applicable law will be null and void ab initio and of no force or effect, and the Acquirer may require the Subscriber to cause the Issuer to refuse to recognize any such transfer on its books and records.

d. Legends and Notations. The Subscriber shall cause the Issuer to place appropriate legends, stop transfer instructions, or other notations on any certificates, records, books, or electronic systems evidencing the Target Shares to reflect the restrictions set forth in this Agreement and applicable law.

10. Conditions to Subscriber's Obligations

The obligation of the Subscriber to consummate the acquisition contemplated by this Agreement is subject to the fulfillment, or written waiver by the Subscriber, of the following conditions at or prior to the Closing:

a. the representations and warranties of the Acquirer contained in this Agreement being true and correct in all material respects as of the Closing Date;

b. the Acquirer having performed in all material respects its obligations required to be performed under this Agreement prior to the Closing;

c. the Stock Purchase Agreement and the Management Agreement having been executed and delivered by the applicable parties;

d. no law or order prohibiting the transactions contemplated hereby being in effect; and

e. the Subscription Agreement having been executed and delivered by both parties.

Notwithstanding the foregoing, the Acquirer may rely on any waiver or deemed waiver by the Subscriber only if set forth in writing.

11. Conditions to Acquirer's Obligations

The obligation of the Acquirer to proceed with the transactions contemplated by this Agreement is subject to the fulfillment, or written waiver by the Acquirer, of the following conditions at or prior to the Closing:

a. the representations and warranties of the Subscriber contained in this Agreement being true, correct, and complete in all material respects as of the Closing Date;

b. the Subscriber having performed all obligations required to be performed by it under this Agreement prior to the Closing;

c. the Stock Purchase Agreement having been executed and delivered in form and substance acceptable to the Acquirer in its sole discretion;

d. the Management Agreement having been executed and delivered in form and substance acceptable to the Acquirer in its sole discretion;

e. the Subscriber being obligated to acquire, and having the demonstrated capacity to acquire, the Target Shares for the Acquisition Purchase Price;

f. the Subscription Agreement having been executed and delivered by both parties;

g. the governance, control, and management arrangements for the Issuer contemplated by this Agreement and the Management Agreement being fully documented to the Acquirer's satisfaction; and

h. the transactions contemplated hereby not resulting in any violation of applicable law or any material adverse consequence to the Acquirer.

12. Indemnification

a. Indemnification by Subscriber. The Subscriber shall indemnify, defend, and hold harmless the Acquirer and its past, present, and future affiliates, members, managers, officers, employees, agents, representatives, advisors, and controlling persons (collectively, the "Acquirer Indemnified Parties") from and against any and all losses, claims, damages, liabilities, judgments, penalties, fines, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or relating to: (a) any breach by the Subscriber of any representation, warranty, covenant, or agreement contained in this Agreement or any other Transaction Document; (b) any untrue statement of a material fact made by the Subscriber or omission by the Subscriber to state a material fact necessary to make any statement made by the Subscriber not misleading; (c) any failure by the Subscriber to consummate the acquisition of the Target Shares in accordance with this Agreement and the Stock Purchase Agreement, except to the extent caused by the Acquirer's material breach of this Agreement; or (d) any act or omission by the Subscriber or its affiliates that is inconsistent with the Acquirer's governance and management rights contemplated by this Agreement or the Management Agreement.

b. Survival. The obligations of the Subscriber under this Section will survive the Closing, any investigation by the Acquirer, and any disposition of the Target Shares.

13. Miscellaneous

a. Governing Law. This Agreement and any dispute, claim, or controversy arising out of or relating to this Agreement, the Target Shares, or the transactions contemplated hereby will be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

b. Jurisdiction; Venue. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois, for the resolution of any dispute arising out of or relating to this Agreement or the transactions contemplated hereby, and each party waives any objection based on improper venue or forum non conveniens.

c. Waiver of Jury Trial. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

d. Notices. All notices, requests, demands, consents, approvals, and other communications under this Agreement must be in writing and will be deemed given: (a) when delivered personally; (b) one (1) business day after being sent by a nationally recognized overnight courier; (c) when transmitted by email, if sent during normal business hours of the recipient, and otherwise on the next business day, provided that no notice of nondelivery is received; or (d) three (3) business days after being mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the parties at their respective addresses or email addresses set forth below, or to such other address or email address as a party may designate by notice.

If to the Acquirer:

Akil-Abree Consulting, LLC
Attention: David D. Lockman
746 W. Sunset Drive
Glenwood, Illinois 60425
Email: akilabreeconsult@gmail.com; tplanera@tplaw.net

If to the Subscriber:

____
Attention: ____________________
____
____
Email: ___________

e. Entire Agreement. This Agreement, together with the Subscription Agreement, the Stock Purchase Agreement, the Management Agreement, and the other Transaction Documents, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, discussions, understandings, and agreements, whether oral or written, relating to such subject matter.

f. Amendments; Waivers. This Agreement may be amended, modified, or waived only by a written instrument executed by the Acquirer and the Subscriber. No waiver of any provision of this Agreement will be effective unless set forth in writing. No waiver of any breach will be deemed a waiver of any other breach.

g. Assignment. Except as expressly permitted by this Agreement, the Subscriber may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Acquirer. Any purported assignment in violation of this Section will be null and void. The Acquirer may assign this Agreement to any affiliate or successor in connection with a merger, reorganization, recapitalization, or sale of all or substantially all of its assets or equity interests.

h. Successors and Assigns. Subject to the restrictions on transfer and assignment set forth herein, this Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

i. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired, and the parties shall negotiate in good faith to replace such provision with a valid and enforceable provision that most closely reflects the original intent.

j. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Signatures delivered by electronic transmission, including by PDF or electronic signature platform, will be deemed effective as original signatures.

k. No Third-Party Beneficiaries. Except for the Acquirer Indemnified Parties under Section 12, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the parties and their respective permitted successors and assigns any rights or remedies under or by reason of this Agreement.

l. Survival. The representations, warranties, covenants, agreements, and indemnities contained in this Agreement will survive the execution and delivery of this Agreement, the Closing, and the consummation of the transactions contemplated hereby, regardless of any investigation made by or on behalf of any party, subject to any express limitations contained herein or in the Transaction Documents.

m. Expenses. Each party shall bear its own costs and expenses incurred in connection with the negotiation, preparation, execution, and performance of this Agreement and the transactions contemplated hereby, except as otherwise expressly provided in any Transaction Document.

n. No Strict Construction. This Agreement has been negotiated by the parties and their respective counsel. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement.

o. Further Assurances. Each party shall execute and deliver such further documents and instruments and take such further actions as may be reasonably necessary or desirable to carry out the intent and purposes of this Agreement and the transactions contemplated hereby.

p. Time of Essence. Time is of the essence with respect to the performance of each obligation under this Agreement.

q. No Partnership. Nothing contained in this Agreement will be deemed to create a partnership, joint venture, agency, fiduciary, or similar relationship between the parties, the Issuer, or any seller under the Stock Purchase Agreement, except as expressly set forth in any applicable Transaction Document.

14. Defined Terms

For purposes of this Agreement, the term "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government, governmental authority, or other entity of any kind.

[Signature Page Follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ACQUIRER:

AKIL-ABREE CONSULTING, LLC

By: ______________________________
Name: ___________________________
Title: _____________________________
Date: ____________________________

SUBSCRIBER:

____

By: ______________________________
Name: ___________________________
Title: _____________________________
Date: ____________________________

BAD ACTOR QUESTIONNAIRE

Confidential

Rule 506 of Regulation D
Disqualification Event Questionnaire

Akil-Abree Consulting, LLC
an Illinois limited liability company
(the "Acquirer")

Intellistreets, Inc.
a Michigan corporation
(the "Issuer")

This Bad Actor Questionnaire (this "Questionnaire") is being furnished to obtain information in connection with an offering of securities by Intellistreets, Inc., a Michigan corporation (the "Issuer"), under Rule 506 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), including Rule 506(b) thereunder (the "Offering"), in connection with that certain Pre-Acquisition Subscription Agreement by and between Akil-Abree Consulting, LLC, an Illinois limited liability company (the "Acquirer"), and ________________________ (the "Subscriber").

This Questionnaire is intended to be completed by a company or other entity that may be a "covered person" under Rule 506(d), including, as applicable, the Issuer itself, any predecessor of the Issuer, any affiliated issuer, any promoter, any compensated solicitor, or any beneficial owner of twenty percent (20%) or more of the Issuer's outstanding voting equity securities, calculated on the basis of voting power.

The Responding Entity acknowledges that the Issuer, the Acquirer, and their respective counsel may rely on the information provided in this Questionnaire in determining compliance with Rule 506(d) and the availability of the exemption under Rule 506 of Regulation D.

Important Instructions:

1. Answer every question completely and accurately.
2. If the answer to any question is "Yes," provide complete details on a separate schedule, including dates, jurisdictions, names of parties, file numbers, current status, and disposition.
3. Unless otherwise indicated, all questions apply to the Responding Entity and, where expressly stated, to its directors, executive officers, managing members, general partners, or other persons performing similar policy-making functions.
4. If you are uncertain whether a matter should be disclosed, disclose it.
5. This Questionnaire covers events that may result in "bad actor" disqualification under Rule 506(d). Disclosure of an event does not necessarily mean that disqualification applies, but failure to disclose may impair the availability of the exemption.
6. The Responding Entity agrees to notify the Issuer and the Acquirer promptly in writing if any response becomes inaccurate or incomplete before the completion of the Offering.

1. Responding Entity Information

Full Legal Name of Responding Entity:

Other Names Used by Responding Entity (including former names, trade names, assumed names, or DBAs):

Jurisdiction of Organization:

Entity Type:

Date of Incorporation/Organization:

Principal Business Address:

Mailing Address, if different:

Description of Business:

Relationship to the Issuer:

If the Responding Entity is a beneficial owner of the Issuer, state the percentage of voting equity beneficially owned:

If the Responding Entity is a compensated solicitor, promoter, affiliated issuer, or predecessor, please describe that role:

Contact Person:

Title:

Email Address:

Telephone Number:

2. Control Persons and Covered Individuals

Please list each director, executive officer, managing member, general partner, or other person performing similar policy-making functions for the Responding Entity, to the extent applicable.

Name	Title/Capacity	Dates of Service	Business Address
____________	____________	____________	____________
____________	____________	____________	____________
____________	____________	____________	____________
____________	____________	____________	____________

If none, state "None": ____________

3. Criminal Convictions

Has the Responding Entity been convicted, within ten (10) years before the date of sale in the Offering, of any felony or misdemeanor:

a. in connection with the purchase or sale of any security;
b. involving the making of any false filing with the Securities and Exchange Commission (the "SEC"); or
c. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal, or paid solicitor of purchasers of securities?

Yes ___ No ___

If yes, provide details:

____

____

4. Court Injunctions and Restraining Orders

Is the Responding Entity subject to any order, judgment, or decree of any court of competent jurisdiction, entered within five (5) years before the date of sale in the Offering, that, at the time of such sale, restrains or enjoins the Responding Entity from engaging or continuing to engage in any conduct or practice:

a. in connection with the purchase or sale of any security;
b. involving the making of any false filing with the SEC; or
c. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal, or paid solicitor of purchasers of securities?

Yes ___ No ___

If yes, provide details:

____

____

5. Final Orders of Certain Regulators

Is the Responding Entity 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:

a. at the time of the sale in the Offering, bars the Responding Entity from:
    i. association with an entity regulated by such commission, authority, agency, or officer;
    ii. engaging in the business of securities, insurance, or banking; or
    iii. engaging in savings association or credit union activities; or
b. constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct, entered within ten (10) years before the date of sale in the Offering?

Yes ___ No ___

If yes, provide details:

---

6. SEC Disciplinary Orders

Is the Responding Entity subject to an order of the SEC entered pursuant to Section 15(b) or Section 15B(c) of the Securities Exchange Act of 1934, as amended, or Section 203(e) or Section 203(f) of the Investment Advisers Act of 1940, as amended, that, at the time of the sale in the Offering:

a. suspends or revokes the Responding Entity's registration as a broker, dealer, municipal securities dealer, investment adviser, or funding portal;
b. places limitations on the activities, functions, or operations of the Responding Entity; or
c. bars the Responding Entity from being associated with any entity or from participating in the offering of any penny stock?

Yes ___ No ___

If yes, provide details:

---

7. SEC Cease-and-Desist Orders

Is the Responding Entity subject to any order of the SEC entered within five (5) years before the date of sale in the Offering that, at the time of such sale, orders the Responding Entity to cease and desist from committing or causing a violation or future violation of:

a. any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 thereunder, Section 15(c)(1) of the Securities Exchange Act of 1934, as amended, or Section 206(1) of the Investment Advisers Act of 1940, as amended; or
b. Section 5 of the Securities Act?

Yes ___ No ___

If yes, provide details:

---

8. Suspension or Expulsion from Self-Regulatory Organization

Is the Responding Entity suspended or expelled from membership in, or suspended or barred from association with a member of, a 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?

Yes ___ No ___

If yes, provide details:

9. U.S. Postal Service False Representation Orders

Is the Responding Entity subject to any United States Postal Service false representation order entered within five (5) years before the date of sale in the Offering, or is the Responding Entity 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?

Yes ___ No ___

If yes, provide details:

10. Regulatory Orders and Proceedings Involving Control Persons

To the Responding Entity's knowledge after reasonable inquiry, is any director, executive officer, managing member, general partner, or other person performing similar policy-making functions for the Responding Entity subject to any of the disqualification events described in Sections 3 through 9 above?

Yes ___ No ___

If yes, identify the person and provide details:

11. Compensated Solicitors and Related Persons

If the Responding Entity has been or will be paid, directly or indirectly, remuneration for solicitation of purchasers in connection with the Offering, please answer the following:

a. Will the Responding Entity receive any direct or indirect remuneration for solicitation activities in connection with the Offering?

Yes ___ No ___

b. If yes, is any director, executive officer, managing member, general partner, or other person performing similar policy-making functions of the Responding Entity subject to any of the disqualification events described in Sections 3 through 9 above?

Yes ___ No ___

If yes, provide details:

12. Prior Securities Law Matters

Has the Responding Entity been the subject of any investigation, administrative proceeding, enforcement action, settlement, consent decree, disciplinary action, or similar matter involving alleged violations of federal or state securities laws that is not otherwise disclosed above?

Yes ___ No ___

If yes, provide details:

____

____

13. Disclosure of Pre-Existing Events

If the Responding Entity has experienced any event that may require disclosure under Rule 506(e), even if not disqualifying under Rule 506(d), please describe the event below:

____

____

____

____

14. Certification and Undertaking

The undersigned, on behalf of the Responding Entity and in his or her authorized capacity, hereby certifies to the Issuer and the Acquirer that:

a. the undersigned is authorized to execute and deliver this Questionnaire on behalf of the Responding Entity;
b. the information contained in this Questionnaire and in any attachments hereto is true, correct, and complete in all material respects as of the date hereof;
c. the Responding Entity acknowledges that the Issuer, the Acquirer, and their respective counsel will rely on this Questionnaire in connection with the Offering and in determining the availability of exemptions from registration under the Securities Act;
d. the Responding Entity agrees to notify the Issuer and the Acquirer promptly in writing if, before the completion or termination of the Offering, any information provided in this Questionnaire becomes untrue, incorrect, or incomplete in any material respect; and
e. the Responding Entity understands that intentional misstatements or omissions may result in legal consequences and may jeopardize the Offering.

RESPONDING ENTITY:
By: ________________________________
Name: ______________________________
Title: _______________________________
Date: _______________________________

15. Attachment Schedule

Section Reference: ___________
Details: ___________

Section Reference: ___________
Details: ___________

Section Reference: ___________
Details: ___________

ACCREDITED INVESTOR CERTIFICATION

Akil-Abree Consulting, LLC
an Illinois limited liability company
(the "Acquirer")

Intellistreets, Inc.
a Michigan corporation
(the "Issuer")

This Accredited Investor Certification (this "Certification") is delivered in connection with the proposed purchase by ________________________ (the "Subscriber") of seventy percent (70%) of the issued and outstanding shares of capital stock of Intellistreets, Inc. pursuant to that certain Pre-Acquisition Subscription Agreement by and between Akil-Abree Consulting, LLC, an Illinois limited liability company (the "Acquirer"), and the Subscriber (the "Agreement"), and pursuant to the related Stock Purchase Agreement and other transaction documents.

The Subscriber understands that the Issuer and the Acquirer are relying upon the truth and accuracy of the information contained in this Certification for the purpose of determining the Subscriber's suitability to acquire the securities and the availability of exemptions from registration under the Securities Act of 1933, as amended (the "Securities Act"), including Rule 506(b) of Regulation D promulgated thereunder.

1. Subscriber Information

Name of Subscriber:

____

Type of Entity:

____

Jurisdiction of Organization:

____

Principal Address:

____

Contact Person:

____

Title:

____

Email Address:

____

Telephone Number:

____

2. Accredited Investor Status

The Subscriber represents, warrants, and certifies to the Issuer and the Acquirer that the Subscriber is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act because the Subscriber meets one or more of the following categories. Please check all applicable boxes:

Entity Categories

[___] The Subscriber is a corporation, limited liability company, partnership, or other entity, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

[___] The Subscriber is a bank, savings and loan association, insurance company, registered investment company, business development company, small business investment company, rural business investment company, or other institutional investor described in Rule 501(a).

[___] The Subscriber is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

[___] The Subscriber is an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust, a partnership, or a limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

[___] The Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, and either: (a) the investment decision is made by a bank, savings and loan association, insurance company, or registered investment adviser; (b) the employee benefit plan has total assets in excess of $5,000,000; or (c) if a self-directed plan, investment decisions are made solely by persons that are accredited investors.

[___] The Subscriber is 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 that such person is capable of evaluating the merits and risks of the prospective investment.

[___] The Subscriber is an entity in which all of the equity owners are accredited investors. The Subscriber agrees to provide supporting information regarding each such equity owner upon request.

[___] The Subscriber is an entity, of a type not otherwise specifically listed in Rule 501(a), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000.

[___] The Subscriber is a family office, as defined in Rule 501(a)(12), with assets under management in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

[___] The Subscriber is a family client, as defined in Rule 501(a)(13), of a family office meeting the requirements of Rule 501(a)(12), and whose prospective investment in the Issuer is directed by such family office.

Individual Categories

If the Subscriber is an individual, please check any applicable box below:

[___] The Subscriber is a natural person whose individual net worth, or joint net worth with the Subscriber's spouse or spousal equivalent, exceeds $1,000,000, excluding the value of the Subscriber's primary residence.

[___] The Subscriber is a natural person who had individual income in excess of $200,000 in each of the two most recent years, or joint income with the Subscriber's spouse or spousal equivalent in excess of $300,000 in each of those years, and reasonably expects to reach the same income level in the current year.

[___] The Subscriber is a natural person holding in good standing one or more professional certifications or designations recognized by the Securities and Exchange Commission as qualifying for accredited investor status. Specify certification(s): ____

[___] The Subscriber is a director, executive officer, or manager of the Issuer.

3. Additional Investor Representations

The Subscriber further represents, warrants, and certifies to the Issuer that:

a. the Subscriber is acquiring the securities for its own account, for investment purposes only, and not with a view to any distribution in violation of applicable securities laws;
b. the Subscriber has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment, or has retained appropriate advisors to assist in that evaluation;
c. the Subscriber is able to bear the economic risk of the investment, including the possible loss of the entire investment;
d. the Subscriber understands that the securities have not been registered under the Securities Act or any state securities laws and are being offered and sold in reliance on exemptions from registration;
e. the Subscriber understands that the Issuer is relying on this Certification and the Subscriber's representations in determining whether the sale of securities may be made without registration under the Securities Act; and
f. the information set forth in this Certification is true, correct, and complete in all material respects.

4. Supporting Information

The Subscriber agrees to provide such additional information or supporting documentation as the Issuer or the Acquirer may reasonably request in order to confirm the Subscriber's accredited investor status or compliance with applicable law.

5. Update Obligation

The Subscriber agrees to notify the Issuer and the Acquirer promptly in writing if any information contained in this Certification becomes untrue or materially misleading before the closing of the purchase of securities.

6. **Certification**

The undersigned has executed this Certification on behalf of the Subscriber and certifies that he or she is duly authorized to do so.

SUBSCRIBER:

By: ______________________________
Name: __________________________
Title: ____________________________
Date: ____________________________