SUBSCRIPTION AGREEMENT

This 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 "Issuer"), and _____________________________, a(n)_______________________________________, with its principal address at _____________________________ (the "Subscriber").

RECITALS

WHEREAS, the Issuer desires to offer and sell to the Subscriber, 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)"), membership interests representing thirty percent (30%) of the total issued and outstanding membership interests of the Issuer on a fully diluted basis immediately following the Closing, or as otherwise more particularly described in the Membership Interest Purchase Agreement (the "Interests"), for an aggregate purchase price of Six Million Dollars ($6,000,000.00) (the "Purchase Price");

WHEREAS, the Subscriber desires to subscribe for and purchase the Interests from the Issuer, subject to the terms and conditions of this Agreement;

WHEREAS, the Issuer and the Subscriber acknowledge and agree that the offer and sale of the Interests are being made without any general solicitation or general advertising and in reliance upon the exemption from registration provided by Rule 506(b);

WHEREAS, the parties intend that this Agreement will become effective only if that certain pre-acquisition subscription agreement between the parties, dated as of _________________ (the "Pre-Acquisition Subscription Agreement"), is duly executed and delivered by both parties;

WHEREAS, the parties intend that the subscription contemplated by this Agreement is expressly conditioned upon the consummation of the acquisition, merger, purchase, or other closing transaction involving Intellistreets, Inc., a Michigan corporation (the "Target Closing"), on terms acceptable to the Issuer in its sole discretion;

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

WHEREAS, the Issuer desires to admit the Subscriber as a member of the Issuer only upon the terms set forth in this Agreement, the Membership Interest Purchase Agreement, the Issuer's operating agreement, and the other Transaction Documents.

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

1. **Subscription**

   a. Subscription for Interests. Subject to the terms and conditions of this Agreement, the Subscriber hereby irrevocably subscribes for and agrees to purchase from the Issuer, and the Issuer agrees to issue and sell to the Subscriber, the Interests for the Purchase Price.

   b. Nature of Interests. The Interests will constitute membership interests in the Issuer and will be subject to the terms of the Issuer's limited liability company agreement, as amended, restated, supplemented, or otherwise modified from time to time (the "Operating Agreement"), the Membership Interest Purchase Agreement, and the other Transaction Documents.

   c. Percentage Interest. The parties acknowledge that the Interests are intended to represent thirty percent (30%) of the total membership interests of the Issuer, subject to final adjustment, confirmation, and documentation in the Membership Interest 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 Issuer.

2. **Purchase Price and Payment**

   a. Purchase Price. The aggregate purchase price for the Interests will be Six Million Dollars ($6,000,000.00).

   b. Payment of Purchase Price. The Subscriber shall pay the Purchase Price by wire transfer of immediately available funds to an account designated in writing by the Issuer, or by such other method approved in writing by the Issuer, no later than the Closing Date, unless otherwise provided in the Membership Interest Purchase Agreement.

   c. No Obligation to Segregate Funds. Unless otherwise agreed in writing by the Issuer, the Issuer will have no obligation to hold the Purchase Price in escrow or segregate the Purchase Price from its other funds prior to or following the Closing.

3. **Closing**

   a. Closing. The closing of the purchase and sale of the Interests contemplated by this Agreement (the "Closing") will take place on the same date as the Target Closing (the "Closing Date"), at such time and place as the Issuer may designate in writing, including by electronic exchange of signatures and documents.

   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 Issuer:

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

ii. the Target Closing has occurred, or occurs substantially contemporaneously with the Closing, on terms acceptable to the Issuer in its sole discretion;

iii. the parties have executed and delivered the Membership Interest Purchase Agreement and such other Transaction Documents as the Issuer may require;

iv. the Issuer has received the Purchase Price in full in immediately available funds;

v. the Subscriber has delivered all information, documentation, questionnaires, certifications, and other items requested by the Issuer in connection with the subscription, including evidence reasonably satisfactory to the Issuer of the Subscriber's status as an accredited investor; and

vi. the Issuer has determined, in its sole discretion, that the issuance and sale of the Interests to the Subscriber is advisable and in the best interests of the Issuer and complies with applicable law.

c. Issuer Discretion. The Issuer reserves the right, in its sole and absolute discretion, to reject this subscription in whole or in part, for any reason or no reason, prior to Closing, notwithstanding prior receipt of funds, signatures, or other documents from the Subscriber. If the Issuer rejects this subscription, the Issuer's sole obligation will be to return any portion of the Purchase Price actually received by the Issuer, without interest and less any applicable bank charges, unless otherwise required by law.

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

i. this Agreement, duly executed by the Subscriber;

ii. the Purchase Price;

iii. an accredited investor questionnaire in form and substance acceptable to the Issuer;

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

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

vi. beneficial ownership and anti-money laundering information reasonably requested by the Issuer; and

vii. such other documents and instruments as the Issuer may reasonably request.

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

i. evidence of the issuance of the Interests in the name of the Subscriber, subject to applicable transfer restrictions;

ii. a counterpart of the Membership Interest Purchase Agreement and any other Transaction Documents to which the Issuer is a party, duly executed by the Issuer; and

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

4. Representations and Warranties of the Subscriber

The Subscriber hereby represents and warrants to the Issuer, 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: (a) violate any provision of the Subscriber's organizational documents, if applicable; (b) violate any law, rule, regulation, judgment, order, or decree applicable to the Subscriber; or (c) 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. Investment Purpose. The Subscriber is acquiring the Interests for its own account, for investment purposes only, and not with a view to, or for offer or sale in connection with, any distribution of the Interests 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 Issuer and its representatives concerning the Issuer, the Interests, the terms of the offering, 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 investment.

f. Independent Evaluation. The Subscriber has conducted its own independent review and analysis of the Issuer, the Interests, the Target Closing, Intellistreets, Inc., 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 Issuer 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 Interests, the Target Closing, Intellistreets, Inc., or the likely success of the investment.

g. Accredited Investor Status. The Subscriber is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act, and the Subscriber shall deliver such completed questionnaires, certifications, and supporting information as the Issuer may reasonably request to confirm such status. The Subscriber understands that the Issuer is relying on the truth and accuracy of the Subscriber's accredited investor representation in connection with the availability of the exemption under Rule 506(b).

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

i. Ability to Bear Risk. The Subscriber is able to bear the economic risk of the investment in the Interests for an indefinite period, including the complete loss of the Subscriber's investment, and the Subscriber has no need for liquidity in this investment.

j. Restricted Securities. The Subscriber understands that the Interests have not been registered under the Securities Act or any state securities laws, are being offered and sold in reliance upon exemptions from registration, and constitute "restricted securities." The Subscriber understands that the Interests 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 Operating Agreement, the Membership Interest Purchase Agreement, and all other applicable laws and restrictions.

k. No General Solicitation. The Subscriber acknowledges that the Interests were not offered to the Subscriber by means of any general solicitation or general advertising, including any advertisement, article, notice, communication published in any newspaper, magazine, or similar media or broadcast over television, radio, or the internet, or any seminar or meeting whose attendees were invited by general solicitation or general advertising.

l. Subscriber Status Under Rule 506(b). The Subscriber was not solicited through any public marketing process and has a substantive relationship with the Issuer, its management, or its placement contacts sufficient to permit the offer to be made in compliance with Rule 506(b), to the extent required by applicable law.

m. No Reliance on Projections. In making its investment 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.

n. 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 Issuer represents that any engagement of the Investment Bank, and any fees, costs, or expenses payable to the Investment Bank, are for the Issuer's account solely pursuant to a separate written agreement between the Issuer and the Investment Bank, and the Issuer 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.

o. Compliance with Laws; Anti-Money Laundering. The funds used by the Subscriber to purchase the Interests 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 Issuer is prohibited from dealing under applicable law.

p. Residency and Investment Location. The Subscriber's principal place of business or residence is located at the address set forth above, and the Subscriber is purchasing the Interests in the jurisdiction in which the Subscriber is located, unless otherwise disclosed in writing to the Issuer.

q. No Government Recommendation. The Subscriber understands that no federal or state agency has passed upon or made any recommendation or endorsement of the Interests.

r. Accuracy of Information. All information furnished by or on behalf of the Subscriber to the Issuer 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.

s. Continued Accuracy. The Subscriber agrees to notify the Issuer 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.

5. Acknowledgment of Risks by Subscriber

The Subscriber acknowledges, understands, and agrees that:

a. Speculative Investment. An investment in the Interests is speculative and involves a high degree of risk.

b. Illiquidity. There is no public market for the Interests, and no public market is expected to develop. The Subscriber may be required to hold the Interests indefinitely.

c. Transfer Restrictions. The Interests are subject to substantial restrictions on transfer under this Agreement, the Operating Agreement, the Membership Interest Purchase Agreement, and applicable federal and state securities laws.

d. Business Risks. The Issuer's business, financial condition, results of operations, prospects, and ability to complete or realize the anticipated benefits of the Target Closing may be adversely affected by numerous factors, many of which are beyond the Issuer's control.

e. Target Closing Risk. The value of the Interests and the Subscriber's investment thesis may depend in significant part on the successful consummation and integration of the transaction involving Intellistreets, Inc., and there can be no assurance that such transaction will close, close on anticipated terms, or produce expected benefits.

f. Dilution Risk. The Subscriber's ownership percentage and economic interest may be diluted by future issuances of equity, convertible securities, profits interests, options, warrants, or other rights by the Issuer, subject to the terms of the Operating Agreement and the Transaction Documents.

g. Lack of Guarantees. There is no assurance that the Issuer will be profitable, that the Subscriber will receive distributions, or that the Subscriber will realize any return on investment.

h. Tax Consequences. The purchase, ownership, and disposition of the Interests 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 and the value of the Interests.

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

6. Representations and Warranties of the Issuer

The Issuer 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 Issuer to the Subscriber:

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

b. Authority. The Issuer 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 Issuer of this Agreement and the issuance of the Interests have been duly authorized by all necessary limited liability company action, subject to execution and delivery of the Membership Interest Purchase Agreement, amendment or approval of the Operating Agreement as needed, and satisfaction of the conditions to Closing.

d. Enforceability. This Agreement constitutes, and each other Transaction Document when executed and delivered by the Issuer will constitute, the legal, valid, and binding obligation of the Issuer, enforceable against the Issuer 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. Valid Issuance. Upon issuance against payment of the Purchase Price and subject to the terms of the Operating Agreement and the Transaction Documents, the Interests will be validly issued.

f. Exemption from Registration. The Issuer intends to offer and sell the Interests in reliance on the exemption from registration provided by Rule 506(b) and applicable state securities law exemptions, although no representation is made that any particular exemption will be available if the Subscriber has not provided accurate information or has taken actions inconsistent with such exemption.

7. 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 Issuer may reasonably request to carry out the purposes of this Agreement and to comply with applicable law.

b. Confidentiality of Offering Information. The Subscriber shall keep confidential all non-public information received from the Issuer in connection with the offering 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 Issuer's prior written consent, except as required by law.

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

8. 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 Interest, whether voluntarily, involuntarily, by operation of law, or otherwise, except with the prior written consent of the Issuer, which may be granted or withheld in the Issuer's sole discretion, and only in compliance with the Securities Act, applicable state securities laws, the Operating Agreement, the Membership Interest Purchase Agreement, and all other applicable agreements and laws.

b. Opinion and Documentation. As a condition to any permitted transfer, the Issuer 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 Issuer may reasonably request to establish compliance with applicable law and the Transaction Documents.

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

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

9. Conditions to Subscriber's Obligations

The obligation of the Subscriber to consummate the purchase of the Interests 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 Issuer contained in this Agreement being true and correct in all material respects as of the Closing Date;

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

c. the Target Closing having occurred, or occurring substantially contemporaneously with the Closing;

d. the parties having executed the Membership Interest Purchase Agreement and other material Transaction Documents; and

e. no law or order prohibiting the transactions contemplated hereby being in effect.

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

10. Conditions to Issuer's Obligations

The obligation of the Issuer to issue the Interests is subject to the fulfillment, or written waiver by the Issuer, 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 Issuer having received the Purchase Price in full in immediately available funds;

d. the Issuer being satisfied, in its sole discretion, with the results of its legal, compliance, anti-money laundering, sanctions, tax, and investor qualification review of the Subscriber;

e. the Pre-Acquisition Subscription Agreement having been executed and delivered by both parties;

f. the Target Closing having occurred, or occurring substantially contemporaneously with the Closing, on terms acceptable to the Issuer in its sole discretion;

g. the parties having executed the Membership Interest Purchase Agreement and all other Transaction Documents required by the Issuer; and

h. the issuance of the Interests not resulting in any violation of applicable law or any material adverse consequence to the Issuer.

11. Indemnification

a. Indemnification by Subscriber. The Subscriber shall indemnify, defend, and hold harmless the Issuer and its past, present, and future affiliates, members, managers, officers, employees, agents, representatives, advisors, and controlling persons (collectively, the "Issuer 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; or (c) any transfer or attempted transfer of the Interests in violation of this Agreement or applicable law.

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

12. Miscellaneous

a. Governing Law. This Agreement and any dispute, claim, or controversy arising out of or relating to this Agreement, the Interests, 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 Issuer:

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 Membership Interest Purchase Agreement, the Operating Agreement, the Pre-Acquisition Subscription 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 Issuer 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 Issuer. Any purported assignment in violation of this Section will be null and void. The Issuer 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 Issuer Indemnified Parties under Section 11, 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 issuance of the Interests, 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, other than the relationship that may arise upon admission of the Subscriber as a member of the Issuer in accordance with the Operating Agreement and the Transaction Documents.

13. 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.

ISSUER:

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 "Company")

This Bad Actor Questionnaire (this "Questionnaire") is being furnished to obtain information in connection with an offering of securities by Akil-Abree Consulting, LLC, an Illinois limited liability company (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").

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 and its counsel will 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:

a. Answer every question completely and accurately.
b. 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.
c. 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.
d. If you are uncertain whether a matter should be disclosed, disclose it.
e. 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.
f. The responding entity agrees to notify the Issuer 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 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 and its 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 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

Use this section or attach separate pages for any additional explanations required by this Questionnaire.

Section Reference: ___________
Details: ___________

Section Reference: ___________
Details: ___________

Section Reference: ___________
Details: ___________

ACCREDITED INVESTOR CERTIFICATION

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

This Accredited Investor Certification (this "Certification") is delivered to the Issuer in connection with the Subscriber's proposed purchase of membership interests of the Issuer pursuant to that certain Subscription Agreement by and between the Issuer and the undersigned subscriber (the "Subscriber").

The Subscriber understands that the Issuer is relying upon the truth and accuracy of the information contained in this Certification for the purpose of determining the Subscriber's suitability to purchase 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 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 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 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: ____________________________