

**SUBSCRIPTION AGREEMENT**

**La Borra Café Incorporated (A Delaware Corporation)**

## SUBSCRIPTION AGREEMENT

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. THERE ARE FURTHER RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN. THE PURCHASE OF THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

The undersigned (the “*Investor*”) understands that La Borra Café Incorporated, a Delaware corporation (the “*Company*”), is offering up to an aggregate of 1,070,000 shares of its Class B Common Stock, par value \$0.00001 per share (the “*Securities*”) in a Regulation CF transaction (the “*Offering*”). The Investor further understands that the Offering is being made without registration of the Securities under the Securities Act of 1933, as amended (the “*Securities Act*”), or any securities laws of any state of the United States or of any other jurisdiction. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Form C of the Company dated April 8, 2022 (the “*Offering Memorandum*”).

1. **Subscription.** Subject to the terms and conditions hereof, the Investor hereby irrevocably subscribes for Securities at a price of \$1.00 per share and an aggregate subscription amount as indicated on the signature page hereto (the “*Purchase Amount*”), payable as described in Section 3. The Investor acknowledges that the Securities will be subject to restrictions on transfer as set forth in this subscription agreement (this “*Subscription Agreement*”).

2. **Payment for Securities.** The Purchase Amount shall be paid by the Investor by sending funds to a trust account maintained by Prime Trust, LLC (“*Prime Trust*”), via the methods described by the online platform found at <https://republic.co> or <https://republic.com> (collectively, the “*Site*”) at or prior to the Closing (as defined below). If a subscription is rejected in whole or in part, the Investor’s subscription shall be void with respect to the portion so rejected or terminated and the funds received from Investor applicable to such rejected or terminated subscription shall be returned promptly to the Investor along with all other documents which the Investor has executed and/or provided pursuant to the terms and conditions of this Subscription Agreement.

3. **The Closing.** The closing of the purchase and sale of the Securities (the “*Closing*”) shall occur upon the last to occur of the following: (i) receipt by the Company of an executed version of this Subscription Agreement, and (ii) the payment for the Securities subscribed for in this Agreement as provided in Section 2.

4. **Acceptance of Subscription and Issuance of Securities.** It is understood and agreed that the Company shall have the sole right, in its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be considered to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the Investor at the Closing referred to in Section 3 hereof. Further, the Company’s agent, OpenDeal Portal LLC dba Republic (“*OpenDeal*”) may reject this subscription, in whole or in part, for any reason. Subscriptions need not be accepted in the order received, and the Securities may be allocated among the investors in the Offering. Notwithstanding anything in this Subscription Agreement to the contrary, the Company shall have no obligation to issue any of the Securities to any person who is a resident of a jurisdiction in which the issuance of Securities to such person would constitute a violation of the securities, “blue sky” or other similar laws of such jurisdiction (collectively referred to as the “*State Securities Laws*”).

5. **Representations and Warranties of the Company.** As of the Closing, the Company represents and warrants that:

(a) The Company is duly formed and validly existing under the laws of the State of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other authorizations, approvals, permits and orders required by law for the conduct by the Company of its business as it is currently being conducted.

(b) The Securities have been duly authorized and, when issued, delivered and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid and nonassessable.

6. **Representations and Warranties of the Investor.** The Investor hereby represents and warrants to the Company that:

(a) The Investor has all requisite authority (and in the case of an individual, the capacity) to purchase the Securities, enter into this Subscription Agreement and to perform all the obligations required to be performed by the Investor hereunder, and such purchase will not contravene any law, rule or regulation binding on the Investor or any investment guideline or restriction applicable to the Investor. The Investor, if an entity Investor, validly exists and is in good standing under the laws of the jurisdiction of its formation.

(b) The Investor is a resident of the state set forth on the signature page hereto and is not acquiring the Securities as a nominee or agent or otherwise for any other person.

(c) The Investor has received, has carefully and fully read and fully understands the Offering Memorandum and this Subscription Agreement, and in connection therewith, has had access to all other materials, books, records and documents and information relating to the Company, and has been able to verify the accuracy of, and supplement, the information contained therein to the extent desired by the Investor, as determined by the Investor in the Investor's sole and absolute discretion.

(d) The Investor understands and accepts that the purchase of the Securities involves various risks, including those risks outlined in the Offering Memorandum. The Investor represents that it is able to bear any risk of loss associated with an investment in the Securities.

(e) The Investor is not relying on any communication (written or oral) of the Company or any of its respective affiliates or representatives, as investment or tax advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided by the Company or any of its respective affiliates shall not be considered investment or tax advice or a recommendation to purchase the Securities, and that neither the Company nor any of its respective affiliates is acting or has acted as an advisor to the Investor in deciding to invest in the Securities. The Investor acknowledges that none of the Company nor any of its respective affiliates has made any representation regarding the proper characterization of the Securities for purposes of determining the Investor's authority to invest in the Securities.

(f) The Investor understands that, unless the Investor notifies the Company in writing to the contrary at or before the Closing, each of the Investor's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the Investor.

(g) The Investor acknowledges that the Company has the right in its sole and absolute discretion to abandon the Offering at any time prior to the completion thereof. In such event, this Subscription Agreement shall thereafter have no force or effect and the Company shall return the previously paid subscription price of the Securities, without interest thereon, to the Investor.

(h) The Investor understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

(i) The Investor has such knowledge, skill, and experience in business, financial and investment matters that the Investor is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the Investor's own professional advisors, to the extent that the Investor has deemed appropriate, the Investor has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. The Investor has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the Investor is able to bear the risks associated with an investment in the Securities.

(j) The Investor is acquiring the Securities solely for the Investor's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The Investor understands that the Securities have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the Investor and of the other representations made by the Investor in this Subscription Agreement. The Investor understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(k) The Investor understands that the Securities are "restricted securities" under applicable federal securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission (the "*SEC*") provide in substance that the Investor may dispose of the Securities only pursuant to an effective registration statement under the Securities Act or an exemption therefrom, and the Investor understands that the Company has no obligation or intention to register any of the Securities, or to take action so as to permit sales pursuant to the Securities Act (including Rule 144 thereunder). Consequently, the Investor understands that the Investor must bear the economic risks of the investment in the Securities for an indefinite period of time.

(l) The Investor's financial condition is such that Investor has no need for liquidity with respect to its investment in the Securities for an indefinite period of time and no need to satisfy any existing or contemplated undertaking or indebtedness or for any other purpose. The Investor is not seeking a current cash return with respect to Investor's investment in the Securities. The Investor is able to bear the economic risk of his/her/its investment in the Securities for an indefinite period of time, including the risk of losing all of his/her/its investment. The Investor's overall commitment to investments that are not readily marketable is not disproportionate to Investor's net worth, and purchase of the Securities will not cause such overall commitment to become excessive.

## **7. Covenants of the Investor.**

(a) The Investor agrees: (A) that the Investor will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Securities under the Securities Act and all applicable State Securities Laws, or in a transaction which is exempt from the registration provisions of the Securities Act and all applicable State Securities Laws; and (B) that any certificates representing the Securities will bear a legend making reference to the foregoing restrictions. The Investor agrees that the Company and its affiliates shall not be required to give effect to any purported transfer of such Securities except upon compliance with the foregoing restrictions.

8. **Obligations Irrevocable.** The obligations of the Investor shall be irrevocable.

9. **Legend.** Any certificates representing the Securities sold pursuant to this Subscription Agreement will be imprinted with a legend in substantially the following form:

“THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS, OR HAS EXPLICITELY WAIVED SUCH OPINION OF COUNSEL REQUIREMENT.”

10. **Waiver, Amendment.** Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

11. **Assignability.** Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the Investor without the prior written consent of the other party.

12. **Waiver of Jury Trial.** THE INVESTOR IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

13. **Submission to Jurisdiction.** With respect to any suit, action or proceeding relating to any offers, purchases or sales of the Securities by the Investor (“*Proceedings*”), the Investor irrevocably submits to the jurisdiction of the federal or state courts located in New York, which submission shall be exclusive unless none of such courts has lawful jurisdiction over such Proceedings.

14. **Governing Law.** This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

15. **Notices.** All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses (or such other address as either party shall have specified by notice in writing to the other):

If to the Company:

3200 Oak Park Ave, Suite E  
Berwyn, IL, 60402  
Goretti.campbell@laborracafe.com  
Attention: Goretti Campbell

with a copy to:

Ross Law Group, PLLC

1430 Broadway, Suite 1804  
New York, NY 10038  
Gary@RossLawGroup.co  
Attention: Gary J. Ross, Esq.

If to the Investor:

The contact information found on the signature page to this Subscription Agreement.

16. **Section and Other Headings.** The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

17. **Binding Effect.** The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

18. **Survival.** All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company and the Closing, (ii) changes in the transactions, documents and instruments which are not material or which are to the benefit of the Investor and (iii) the death or disability of the Investor.

19. **Notification of Changes.** The Investor hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Subscription Agreement which would cause any representation, warranty, or covenant of the Investor contained in this Subscription Agreement to be false or incorrect.

20. **Severability.** If any term or provision of this Subscription Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Subscription Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and delivered.

Number of Shares: \_\_\_\_\_  
Price per Share: \_\_\_\_\_  
Total Subscription Amount: \_\_\_\_\_

**INDIVIDUALS**

**ENTITIES**

\_\_\_\_\_  
Name of individual subscriber

\_\_\_\_\_  
Name of entity subscriber

\_\_\_\_\_  
Signature of individual subscriber

By: \_\_\_\_\_  
Name:  
Title:

Address:

Address:

Email:

Email:

\_\_\_\_\_  
Name of individual co-subscriber (if any)  
*(Please type or print)*

\_\_\_\_\_  
Signature of individual co-subscriber (if any)

Accepted and Agreed:

**LA BORRA CAFÉ INCORPORATED**

By: \_\_\_\_\_  
Name: Leon Reffreger  
Title: Chief Executive Officer