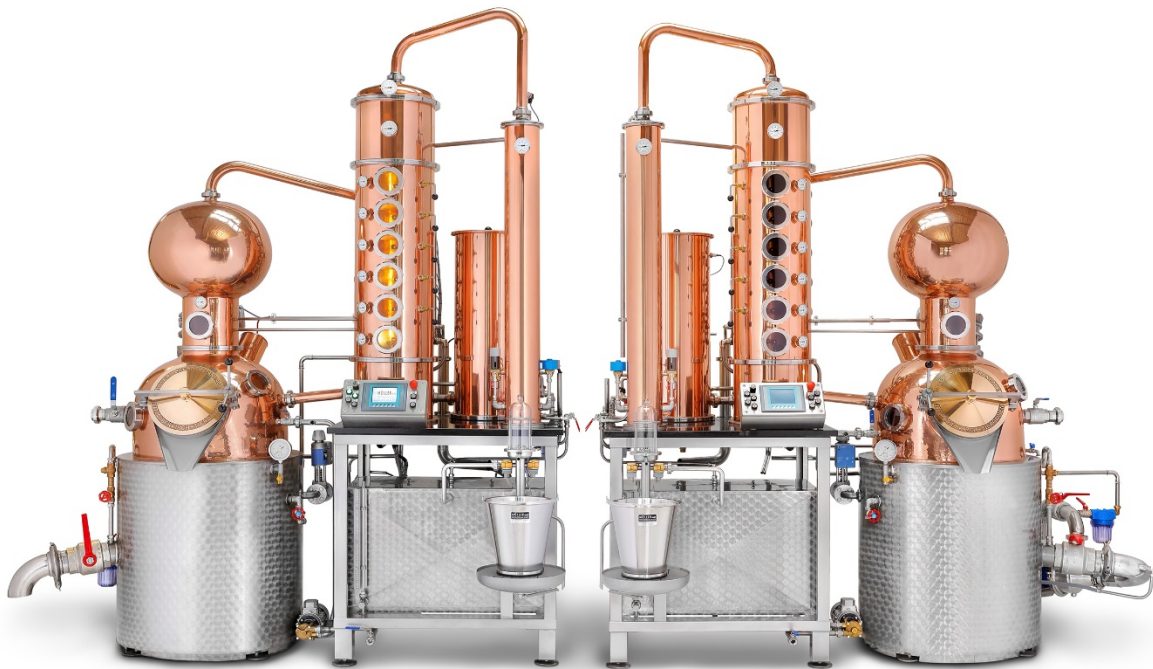


**ATLANTA BOURBON COMPANY, INC.**  
**SUBSCRIPTION FORM**



*Outstanding Hand-Crafted Quality*

# ATLANTA BOURBON COMPANY, INC.

## STOCK SUBSCRIPTION AGREEMENT

The undersigned hereby offers to subscribe for the number of shares of Common Stock (the “Shares”) of Atlanta Bourbon Company, Inc. (the “Company”) set forth on the signature page of this Subscription Agreement at a price of **3.25 US-Dollar** per Share.

By execution of this Subscription Agreement, the undersigned hereby acknowledges that the undersigned understands that the Company is relying upon the accuracy and completeness hereof in complying with its obligations under applicable federal and state securities laws.

### CERTIFICATION

The undersigned represents to you that (i) the information contained herein is complete and accurate on the date hereof and may be relied upon by you and (ii) the undersigned will notify you immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send you written confirmation of such change.

The undersigned hereby certifies that he has read and understands this Subscription Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Subscription.

No. of shares (min. 2000)	Purchase price per share	Total amount in USD
	USD 3.25	

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Signature  
Atlanta Bourbon Company, Inc.

\_\_\_\_\_  
Location, Date

\_\_\_\_\_  
Location, Date

**NOTE: THIS DOCUMENT MUST BE SIGNED ON PAGES 2, 3, 7, AND 9 TO BE COMPLETE.**

# ATLANTA BOURBON COMPANY, INC.

The Company may only accept subscriptions from persons who meet certain suitability standards. Therefore, certain information is requested below.

<i>(a) Name:</i>	<i>Age:</i>	
<i>(b) Home Address:</i>	<i>Zip Code:</i>	<i>Country:</i>
	<i>Home Telephone Number:</i>	
<i>(c) Firm Name:</i>	<i>Nature of Business:</i>	
<i>(d) Position/Title:</i>	<i>Length of Time in Position:</i>	
<i>(e) Business Address:</i>	<i>Zip Code:</i>	<i>Country:</i>
	<i>Business Telephone Number:</i>	
<i>(f) List any business or professional education, indicating degrees received, if any:</i>		
<i>(g) (1) I represent and certify that my annual earnings is over the amount of \$200,000 US Dollars, or that my combined earnings with my spouse is over the amount of \$300,000 US Dollars.</i>		
<i>Initial _____</i>		
<i>(2) I represent and certify that my net worth, excluding the fair market value of my personal home, exceeds the amount of \$1 million US Dollars.</i>		
<i>Initial _____</i>		
<i>(3) The undersigned certifies that he/she is a citizen resident of the country set forth above, and not a citizen or resident of the United States or any state or territory thereof. The undersigned is not acquiring the shares for the benefit of any U.S. person, and any shares will not be sold back into the US without compliance with US securities laws.</i>		
<i>Initial _____</i>		

In furnishing the above information, I acknowledge that the Company will be relying thereon in determining, among other things, whether there are reasonable grounds to believe that I qualify as a purchaser under applicable securities laws for the purposes of the proposed investment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The undersigned agrees and represents as follows:

## **1. REPRESENTATIONS, WARRANTIES AND AGREEMENTS.**

The undersigned hereby represents and warrants to, and agrees with, the Company, as follows:

# ATLANTA BOURBON COMPANY, INC.

(a) That the undersigned is aware of the following:

(1) The Shares are speculative investments which involve a substantial degree of risk of loss by the undersigned of the undersigned's entire investment in the Company and that the undersigned understands and takes full cognizance of the risk factors related to the purchase of the Shares.

(2) The Company is newly formed and has been operating at a loss and may do so for the foreseeable future. Further, the undersigned confirms its understanding that Atlanta Bourbon Company will have significant soft costs of up to 85% before opening the doors of its first production facility as detailed in Atlanta Bourbon Company's Business Plan. These soft cost include mainly but are not limited to cost for financial advising and financing, licensing fees, legal advisory, franchise structuring, architectural fees, production planning and conceptual planning costs. The Company expects that after first production unit is completed, the soft costs will reduce significantly.

(3) There are significant restrictions on the transferability of the Shares; the Shares will not be, and the investors will have no rights to require that the Shares be registered under the Securities Act of 1933 (the "Act") or any state securities laws; there is no public market for the Shares and none is expected to develop; and, accordingly, it may not be possible for the undersigned to liquidate the undersigned's investment in the Company;

(4) No federal or state agency has made any findings as to the fairness of the terms of the offering; and

(5) Any projections or predictions that may have been made available to investors are based on estimates, assumptions and forecasts which may prove to be incorrect; and no assurance is given that actual results will correspond with the results contemplated by the various projections;

(b) That at no time has it been explicitly or implicitly represented, guaranteed or warranted to the undersigned by the Company, the agents and employees of the Company, or any other person: (1) That the undersigned will or will not have to remain as owner of the Shares an exact or approximate length of time; (2) That a percentage of profit and/or amount or type of consideration will be realized as a result of this investment; (3) That any cash dividends from Company operations or otherwise will be made to shareholders by any specific date or will be made at all; or (4) That any specific tax benefits will accrue as a result of an investment in the Company;

(c) That the undersigned is financially responsible, able to meet all obligations hereunder, and acknowledges that this investment will be long-term and is by nature speculative;

(d) That the undersigned has received and carefully read and is familiar with this Subscription Agreement, and all other documents in connection therewith, and the undersigned confirms that all documents, records and books pertaining to the investment in the Company have been made available to the undersigned and/or to the undersigned's personal investment, tax and legal advisers, if such advisers were utilized by the undersigned;

(e) That the undersigned is capable of bearing the high degree of economic risks and burdens of this venture including, but not limited to, the possibility of complete loss of investment and the lack of a public market which may make it impossible to readily liquidate the investment whenever desired;

(f) That the undersigned is an "accredited investor" as that term is defined in Regulation D under the Act or is otherwise a sophisticated, knowledgeable investor (either alone or with the aid of a purchaser representative) with adequate net worth and income for this investment;

(g) That the undersigned has knowledge and experience in financial and business matters (either alone or with the aid of a purchaser representative), is capable of evaluating the merits and risks of an investment in the Company and its proposed activities and has carefully considered the suitability of an investment in the Company for the undersigned's particular financial situation, and has determined that the Shares are a suitable investment;

# ATLANTA BOURBON COMPANY, INC.

(h) That the offer to sell Shares was communicated to the undersigned by the Company in such a manner that the undersigned was able to ask questions of and receive answers from the Company concerning the terms and conditions of this transaction and that at no time was the undersigned presented with or solicited by any leaflet, public promotional meeting, newspaper or magazine article, radio or television advertisement or any other form of advertising or general solicitation;

(i) That the Shares for which the undersigned hereby subscribes are being acquired solely for the undersigned's own account, for investment, and are not being purchased with a view to or for the resale, distribution, subdivision or fractionalization thereof; and the undersigned agrees that such Shares will not be sold without registration under the Act or an exemption therefrom. In furtherance thereof, the undersigned will not sell, hypothecate or otherwise transfer the undersigned's Shares unless the Shares are registered under the Act and qualified under applicable state securities laws or unless, in the opinion of the Company, an exemption from the registration requirements of the Act and such laws is available;

(j) That the undersigned has had prior personal or business relationships with the Company or its affiliates, or by reason of the undersigned's business or financial experience (either alone or with the aid of a purchaser representative), the undersigned has the capacity to protect the undersigned's own interest in connection with this transaction;

(k) That the undersigned has been advised to consult with the undersigned's own attorney regarding legal matters concerning an investment in the Company and has done so to the extent the undersigned considers necessary;

(l) That the undersigned certifies, under penalty of perjury, (i) that the social security or Tax Identification Number set forth herein is true, correct and complete, and (ii) that the undersigned is not subject to backup withholding either because the undersigned has not been notified that the undersigned is subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified the undersigned that the undersigned is no longer subject to backup withholding; and

## 2. INDEMNIFICATION.

The undersigned shall indemnify, defend and hold harmless the Company, and any officers, employees, shareholders, partners, agents, directors or controlling persons of the Company (collectively the "Indemnified Parties" and individually an Indemnified Party") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, against losses, liabilities and expenses of each Indemnified Party (including attorneys' fees, judgments, fines and amounts paid in settlement, payable as incurred) incurred by such person or entity in connection with such action, arbitration, suit or proceeding, by reason of or arising from (i) any misrepresentation or misstatement of facts or omission to represent or state facts made by the undersigned, including, without limitation, the information in this Subscription Agreement, or (ii) litigation or other proceeding brought by the undersigned against one or more Indemnified Party wherein the Indemnified Party is the prevailing party.

## 3. ENTITY INVESTORS.

If the undersigned is an entity, trust, pension fund or IRA account (an "Entity"), the Entity and the person signing on its behalf represent and warrant that: (i) such Entity is an existing entity, and has not been organized or reorganized for the purpose of making this investment (or if not true, such fact shall be disclosed to the Company in writing along with information concerning the beneficial owners of the Entity), (ii) the undersigned has the authority to execute this Subscription Agreement, and any other documents in connection with an investment in the Shares, on the Entity's behalf, (iii) the Entity has the power, right and authority to invest in the Shares and enter into the transactions

# ATLANTA BOURBON COMPANY, INC.

contemplated thereby, and that the investment is suitable and appropriate for the Entity and its beneficiaries (given the risks and illiquid nature of the investment) and (iv) all documents executed by the entity in connection with the Company are valid and binding documents or agreements of the Entity enforceable in accordance with their terms.

## 4. REVOCATION.

The undersigned agrees that the undersigned may not cancel, terminate or revoke the offer to subscribe for shares for a period of 120 days or any agreement hereunder at any time and that this Agreement shall survive the death or disability of the undersigned and shall be binding upon the undersigned's heirs, executors, administrators, beneficiaries, successors and assigns.

## 5. CERTAIN SECURITIES LAW MATTERS.

(a) The Shares shall not be sold, assigned, transferred or pledged except upon satisfaction of the conditions specified in this Section 5, which conditions are intended to ensure compliance with the provisions of the Act. The undersigned will cause any proposed purchaser, assignee, transferee or pledgee of the Shares held by the undersigned to agree to take and hold such securities subject to the provisions and conditions of this Section 5.

(b) Each certificate representing (i) the Shares and (ii) any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall (unless otherwise permitted by the provisions of Section 5(c) below) be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required under applicable state securities laws):

*The sale, assignment, exchange, transfer, devise, bequest or other disposition of, or the pledge, mortgage, hypothecation or encumbrance of, or the creation of any security interest in, the shares represented by this Certificate is restricted by the Company's bylaws, a copy of which is on file in the office of the Secretary of the Corporation and may be reviewed upon request.*

*These securities have not been registered under the Securities Act of 1933, as amended (the "Act"), or any state securities laws, and may not be offered, offered for sale, sold assigned, transferred or otherwise disposed of in the absence of an effective registration statement under the Act of any state securities laws or an applicable exemption from such requirement.*

The undersigned consents to the Company making a notation on its records and giving instructions to any transfer agent of the Shares in order to implement the restrictions on transfer established in this Section 5.

(c) The undersigned agrees to comply in all respects with the provisions of this Section 5. Prior to any proposed sale, assignment, transfer or pledge of any Shares, unless there is in effect a registration statement under the Act covering the proposed transfer, the undersigned thereof shall give written notice to the Company of the undersigned's intention to effect such transfer, sale, assignment or pledge. Each such notice shall describe the manner and circumstances of the proposed transfer, sale, assignment or pledge in sufficient detail, and shall be accompanied, at the undersigned's expense evidence satisfactory to the Company the effect that the proposed transfer of the Shares may be effected without registration under the Act or applicable state securities law.

## 6. RESTRICTION ON TRANSFER OF SHARES

Purchaser acknowledges that the sale, assignment, exchange, transfer, devise, bequest or other disposition of, or the pledge, mortgage, hypothecation or encumbrance of, or the creation of any security interest in, the shares

# ATLANTA BOURBON COMPANY, INC.

represented by this Certificate is restricted by the Company's bylaws, a copy of which is on file in the office of the Secretary of the Corporation and may be reviewed upon request.

## 7. PURCHASE PRICE AND DELIVERY OF SHARES

Purchaser shall pay the amount due for the purchased shares within five (5) business days after acceptance by the Company of the offer to subscribe. The Company shall deliver the share certificates to Purchaser upon payment of the purchase price.

## 8. MISCELLANEOUS.

(a) All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Company at the address set forth on the instructions page hereof and to the undersigned at the address set forth on the signature page hereof.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to conflict of law principles.

(c) If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

(d) This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings, representations, warranties or agreements (whether oral or written) and may be amended only by a writing executed by all parties.

(e) The undersigned acknowledges that the Company may, in its sole and absolute discretion, accept or reject this subscription offer in whole or in part.

(f) Purchaser acknowledges reviewing the attached Additional Notes Concerning Risks of Investment.

The undersigned hereby certifies that he has read and understands this Subscription Agreement. The undersigned further agrees to the terms of the Shareholder's Agreement on file with the Company, and agrees to execute a signature page of the Shareholders Agreement at the request of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Subscription.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ATLANTA BOURBON COMPANY, INC.

## ADDITIONAL NOTES CONCERNING RISKS OF INVESTMENT

Unfortunately, there will never be a guaranty that a potential investment will be profitable even if such potential investment obviously fulfills all criteria of a good investment.

Estimations and valuations reflect the opinion of the author at creation time. Forecasts of share price developments when going public or other developments do not contain any guarantee for the correctness of these forecasts in the future. The information and reports provided by us are sent to us either in full or in part by third parties. Although we are sure that these sources are reliable and trustworthy we cannot guarantee their scope, precision, completeness and in-time presentation.

Also, our forecasts do not represent any warranty or a 100% guarantee for the development of our shares, our company success or the success of our participations and/or the credit worthiness of our creditors which may be relevant for the future development of our company.

It must be noted that investments are always linked with risks. Because of political, economic, and market-related or other developments it may come to unforeseeable losses.

## GENERAL NOTES TO QUOTES OF SECURITIES TO QUALIFIED INVESTORS

The securities of Atlanta Bourbon Company, Inc. are not suitable for every type of investor. Our investment has a profit potential but simultaneously faces substantial risks. Our securities are not sold to "non-qualified investors".

## NO ADVERTISING AND NO PUBLIC OFFER

The information published in this explanation (but also in other presentations, brochures and contracts of our company) are no offer and no advertisement for the sale of securities of Atlanta Bourbon Company, Inc. as far as such an offer or advertising or sales would be illegal in any jurisdiction.

## NO INVESTMENT ADVICE

The information in this explanation does not represent any investment advice or another recommendation to purchase the products which are described here in details.

The knowledge of the above-mentioned condition of trade with non-listed securities prior to their public offering is not only important for professional traders but also for wealthy private investors.

## MARKET RISKS

Market risks can generally be divided into two categories: in general, and company-specific risks. General risks are changes in the exchange rates due to the general market development. The value of a share may go down without that the economic situation of a company has been altered in any respect.

The company-specific risk depends on the company itself. Negative events are high raw material and/or purchase prices, cancellations, death of managers or strikes. There also is good news, e.g. good quarterly results, acquisition of large orders, innovative products and good market perspectives. These events may impact the Company's performance.

## SECURITY SALES ACC. TO RULE 506 (C) OF REGULATION D OF US EXCHANGE SUPERVISION AUTHORITY SEC

The contents of this page do neither represent an offer to sale nor a request to purchase or to the subscription of deposits. A subscription is exclusively done based on Rule 506 (c) of Regulation D of the US exchange supervision authority SEC <http://www.sec.gov/answers/rule506.htm> .

## OTHER AGREEMENTS

If at any time a provision (or part of a provision) of our conditions be invalid, impossible to execute now or later according to the legislation then the legality, effect or execution of the remaining provisions (or the remaining parts of this provision) of these conditions in this or another legislation remain untouched.

Our securities are not allowed to be offered for sale in all countries to all groups of persons and are explicitly reserved for the persons belonging to the group of "qualified investors". The notes being valid for certain products can be found in this disclaimer and also in other publications of Atlanta Bourbon Company, Inc., on the following page and in the subscription documents for the securities of our company. Therefore, these notes should be carefully read by the user.

Qualified investors have many years of comprehensive experience with the financial business and dispose of sufficient financial means and are therefore very well suited for investments in securities - an that not only from the international supervision authorities' point of view.

In addition, those "qualified investors" often consult an asset manager in addition to their own knowledge and often fall into the category of "High-Net-Worth Individuals", i.e. investors with free investment capital of min.1 million Euros or "Ultra-High-Net-Worth Individuals" with a free investment capital of min.10 billion Euros.

After you have accepted and understood all our notes above and have confirmed this by your signature below on this explanation you will get information and investment options for institutionally qualified investors. Please make sure (in favor of your own protection) before you continue that you have really understood everything and that there may be defined legal restriction in addition to this information.

## IN PARTICULAR, THE FOLLOWING RESTRICTIONS ARE VALID:

The executions in this explanation (but also in many others of our publications, presentations, contracts, brochures and other marketing material) contain information about securities which are only available to "qualified investors" and which are emitted acc. to the US law. An accredited investor in his nature as natural person



# ATLANTA BOURBON COMPANY, INC.

must have surpassed an income of 200,000 USD (or 300,000 USD together with his spouse) in any of the last two years and expect the same for the current year. Alternatively, a "qualified investor" disposes of an asset of more than one million USD either alone or together with his spouse. Detailed information as well as explanatory calculation examples can be called from: <http://www.sec.gov/answers/accred.htm>

<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8edfd12967d69c024485029d968ee737&r=SECT ION&n=17y3.0.1.1.12.0.46.176>

<https://www.investor.gov/news-alerts/investor-bulletins/investorbulletin-accredited-investors>

For our securities, certain exceptional rules are valid acc. to SEC, Rule 505 of Regulation "D", which can be found via:

<http://www.sec.gov/answers/rule505.htm>.

For those securities also notes exists from other supervision authorities. We make free to also publish notes of other foreign supervision authorities in addition to the notes of US authorities which are binding for the purchase of our securities. For these additional, legally irrelevant information we cannot take over any warranty.

The Swiss financial market supervision authority (FINMA) has published notes for the distribution of securities in Switzerland to non-qualified investors which can be read on the website <https://www.finma.ch> in different languages. The information contained in the following pages therefore only address to "qualified investors" (with residence/seat in Switzerland) in the sense of Art. 10 KAG.

To the institutionally qualified investors acc. to Art. 10 para 3, lit. a - d of KAG belong:

Supervised financial intermediaries such as banks, security dealers, fund managers and asset managers of collective capital investments,

as well as central banks; Supervised insurance companies; Public legal bodies and social security institutions Enterprises with professional treasury.

Private persons with high income and comprehensive experience in financial investments. Those persons are private persons who confirm in writing acc. to Art.10 of KAG as well as Art. 6 of collective investment regulation (KKV) that they fulfil the legal regulations as qualified investors.

The German financial market supervision BaFin has also published notes for qualified investors in Germany which can be found on website [www.bafin.de](http://www.bafin.de) in different languages.

The information contained in the following pages therefore only address to "qualified investors in the sense of the "private placement memorandum". Atlanta Bourbon Company, Inc. only accepts subscriptions from wealthy, over-averaged informed, private and professional investors without, by the way, being subject to an active BaFin supervision.

The products described in these explanations are only offered to other legislations to legal subjections mentioned below if this is allowed by the relevant applicable legal prescriptions.

This document has been translated into German (Atlanta\_Bourbon\_Zeichnungsschein\_V20180102) from this original English language document for your convenience. The translation process can sometimes result in imprecision of meaning of a legal document. While we have done our best to translate this document for your use, in the event of any conflict in meaning between versions, the original English language version will control. Both document are available for download in our Investor area of our website [www.atlanta-bourbon.com](http://www.atlanta-bourbon.com) or you may request a copy at [info@atlanta-bourbon.com](mailto:info@atlanta-bourbon.com).

The undersigned hereby certifies that he has read and understands this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Subscription.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

January 2018  
Atlanta Bourbon Company, Inc.  
140 Park East Drive, Roswell, GA 30075, USA

# ATLANTA BOURBON COMPANY, INC.



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## ATLANTA BOURBON COMPANY, INC.

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Atlanta, Georgia, USA

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Georgia, USA

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Fax +1 404 923 9939

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