

# Locking Line Barriers Corporation

dba **WaterBlocks™**

## SUBSCRIPTION AGREEMENT

This subscription agreement (the “**Agreement**”) is entered into by and between **LOCKING LINE BARRIERS CORPORATION DBA WATERBLOCKS**, a Colorado corporation (hereinafter the “**Company**”) and the undersigned (hereinafter the “**Investor**”) as of the date set forth on the signature page hereto. Any term used but not defined herein shall have the meaning set forth in the Offering Circular and incorporated herein by this reference.

### PREAMBLE

**Locking Line Barriers Corporation dba WaterBlocks™** (the “Company” or “LLB”), a Colorado “C” Corporation, the Company, is offering up to 500,000 shares of no-par value Class A Preferred Stock, with an annual cumulative dividend rate of 6.50%, and including a conversion right as described herein (the “Preferred Stock” or “Shares”). Offered on a “best efforts” basis pursuant to Regulation D 506(c) et.al., of the Securities Act of 1934, as amended (the “Securities Act”), with a minimum tender requirement of 1,000 shares, (which at the Company’s discretion may be reduced), at a purchase price of \$10.00 per share (the “Per Share Purchase Price” or “Strike Price”), for total gross proceeds of up to \$5,000,000 (the “Maximum Offering”) which the Company retains the right to increase or decrease at any time, offered to Accredited Investors only as defined by the Securities Act;

**Liquidation Preference:** One times the Strike Price plus cumulative and unpaid dividends on each Preferred Series A share, the balance of proceeds to be paid to Common Shareholders. A merger, reorganization or similar transaction will be treated as a liquidation.

**Conversion Rights:** In accordance with the following schedule, the Investor may elect to convert these Preferred Class A Stock shares held, Preferred Class A Shares in whole or in part to “WaterBlocks” Class A Common, Voting Shares; as follows:

Conversion to Common WaterBlocks Class A Voting Shares:					
500,000 shares @ \$10.00 ea.					
Years	1	2	3	4	5
Cumulative Value of Dividend	\$325,000.00	\$346,125.00	\$347,498.13	\$347,587.38	\$347,593.18
SUM - Total Value for Conversion	\$5,325,000.00	\$5,346,125.00	\$5,693,623.13	\$6,041,210.50	\$6,388,803.68
<u>The following table assumes:</u>					
	1	\$0.00 increase in Corporate Valuation over time			
	2	All Shares Converted within the designated year			
Conversion Schedule Years	1	2	3	4	5
Conversion Ratio Preferred to Class A common	1	1.25	1.5	2	
mon Class A Voting Shares Recvd	0	534,612.50	711,702.89	906,181.58	1,277,760.74
Anticipated Conversion Value		\$5,346,125.00	\$7,117,028.91	\$9,061,815.75	\$12,777,607.37
Estimated ROI Per Share.		10.69%	14.23%	18.12%	25.56%

## **NOTICE TO INVESTORS**

**THIS COMPANY IS A STARTUP ORGANIZATION. THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES.**

**THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1934, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND STATE SECURITIES OR BLUE SKY LAWS. ALTHOUGH AN OFFERING STATEMENT HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), THAT OFFERING STATEMENT DOES NOT INCLUDE THE SAME INFORMATION THAT WOULD BE INCLUDED IN A REGISTRATION STATEMENT UNDER THE ACT. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO PROSPECTIVE INVESTOR IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

**THE SECURITIES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT. IN ADDITION, THE SECURITIES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH APPLICABLE STATE SECURITIES OR “BLUE SKY” LAWS. INVESTORS WHO ARE NOT “ACCREDITED INVESTORS” (AS THAT TERM IS DEFINED IN SECTION 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT) ARE SUBJECT TO LIMITATIONS ON THE AMOUNT THEY MAY INVEST, AS SET OUT IN SECTION 4(g). THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH INVESTOR IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY INVESTOR IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.**

**PROSPECTIVE INVESTORS MAY NOT TREAT THE CONTENTS OF THE SUBSCRIPTION AGREEMENT, THE OFFERING CIRCULAR OR ANY OF THE OTHER MATERIALS PROVIDED BY THE COMPANY (COLLECTIVELY, THE “OFFERING MATERIALS”), OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS (INCLUDING “TESTING THE WATERS” MATERIALS) AS INVESTMENT, LEGAL OR TAX ADVICE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND THE RISKS INVOLVED. EACH PROSPECTIVE INVESTOR SHOULD CONSULT THE INVESTOR’S OWN COUNSEL, ACCOUNTANTS AND OTHER PROFESSIONAL ADVISORS AS TO INVESTMENT, LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING THE INVESTOR’S PROPOSED INVESTMENT.**

**THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY’S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS “ESTIMATE,” “PROJECT,” “BELIEVE,” “ANTICIPATE,” “INTEND,” “EXPECT” AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT’S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO**

**RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY'S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.**

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# **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

## **1. Subscription.**

(a) The Investor hereby irrevocably subscribes for and agrees to purchase the number of Shares set forth on the signature page hereto at the Per Share Purchase Price, upon the terms and conditions set forth herein. The aggregate purchase price for the Shares with respect to each Investor (the “**Purchase Price**”) is payable in the manner provided in Section 2 below.

(b) The Investor understands that the Shares are being offered pursuant to the Regulation D 506(c) Offering Circular dated March 1, 2020 and its exhibits (collectively, the “**Offering Circular**”) as filed with the SEC, if required. By subscribing to the Offering, the Investor acknowledges that the Investor has received and reviewed a copy of the Offering Circular, Private Placement Memorandum (PPM) and any other information required by the Investor to make an investment decision with respect to the Shares offered. The Company will accept tenders of funds to purchase the Shares. The Company will close on each investment on a “rolling basis,” pursuant to the terms of the Offering Circular. As a result, each Investor shall receive their Shares duly recorded on the books and records of the Company when purchased and funds tendered.

(c) The terms of this Agreement shall be binding upon the Investor and its permitted transferees, heirs, successors and assigns (collectively, the “**Transferees**”); provided, however, that for any such transfer to be deemed effective, the Transferee shall have executed and delivered to the Company in advance an instrument in a form acceptable to the Company in its sole discretion, pursuant to which the proposed Transferee shall acknowledge and agree to be bound by the representations and warranties of Investor and the terms of this Agreement. No transfer of this Agreement may be made without the consent of the Company, which may be withheld in its sole and absolute discretion.

## **2. Purchase and Payment Procedure.**

(a) **ONLINE:** The Investor is requested to complete and execute this Agreement and send two (2) signed copies to the company via email and transmit the purchase price of the shares subscribed (the “**Funds**”) via Credit Card, Online “E-Check,” ACH, or bank wire (instructions to follow by email).

(b) **Via US Mail:** print, execute and deliver two executed copies of this Agreement along with the Funds utilizing traditional paper check Payable to WaterBlocks and mail to WaterBlocks, 4155 E. Jewell Ave. Suite 610, Denver, CO 80222, and confirm via email to info@WaterBlocks.net.

(c) This subscription may be accepted or rejected in whole or in part, for any reason or for no reason, at any time prior to the Termination Date, by the Company at its sole and absolute discretion. In addition, the Company, at its sole and absolute discretion, may allocate to the Investor only a portion of the number of the Shares that the Investor has subscribed for hereunder. The Company will notify the Investor whether this subscription is accepted (whether in whole or in part) or rejected. If the Investor’s subscription is rejected, the Funds (or portion thereof if partially rejected) will be returned to the Investor without interest and/or fees and all of the Investor’s related obligations hereunder shall terminate. In the event of rejection of this subscription in its entirety, or in the event the sale of the Shares (or any portion thereof) to the Investor is not consummated for any reason, this Agreement shall have no force or effect, except for Section 5 hereof, which shall remain in force and effect.

(d) The Company may close on investments tendered with Funds on a “rolling” basis at its discretion.

(e) Upon a Closing, the Company shall:

- i.) upon acceptance of the Investor’s tender in its entirety; record the shares purchased in the official books and records of the Company and issue and deliver the purchased shares certificate to the Investor, along with a fully executed counterpart of this Agreement,

ii.) if the subscription agreement tendered, has been accepted only in part, record the shares purchased in the official books and records of the Company and issue and deliver the purchased shares certificate to the Investor, along with a fully executed counterpart of this Agreement, and a refund of the Funds submitted for Shares not purchased without fees or deductions.

iii.) Any Offer Tendered with Funds and rejected by the Company shall cause the Funds tendered to be promptly returned by the Company, without interest fees, and/or deduction.

(f) All Shares issued in accordance with this Agreement, and owned by the Investor reflected on the books and records of the Company, shall bear the notation that the Shares were sold in reliance upon Regulation 506(c) under the Securities Act of 1934.

**3. Representations and Warranties of the Company.** The Company represents and warrants to the Investor that the following representations and warranties are true and complete in all material respects as of the date of each Closing:

(a) The Company is a corporation duly formed, validly existing and in good standing under the laws of the State of Colorado. The Company has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Agreement, the Shares and any other agreements or instruments required hereunder. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

(b) The issuance, sale and delivery of the Shares in accordance with this Agreement have been duly authorized by all necessary corporate action on the part of the Company. The Shares, when issued, sold and delivered against payment therefor in accordance with the provisions of this Agreement, will be duly and validly issued, fully paid and non-assessable.

(c) The acceptance by the Company of this Agreement and the consummation of the transactions contemplated hereby are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon the Company's acceptance of this Agreement, this Agreement shall constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (ii) as limited by general principles of equity that restrict the availability of equitable remedies.

**4. Representations and Warranties of the Investor.** By subscribing to the Offering, the Investor (and, if the Investor is purchasing the Shares subscribed for hereby in a fiduciary capacity, the person or persons for whom the Investor is so purchasing) represents and warrants to the Company, which representations and warranties are true and complete in all material respects, as of the date of the Investor's Closing:

(a) The Investor has all necessary power and authority under all applicable provisions of law to subscribe to the Offering, to execute and deliver this Agreement and to carry out the provisions thereof. All actions on the Investor's part required for the lawful subscription to the Offering have been or will be effectively taken place prior to the Closing. Upon subscribing to the Offering, this Agreement will be a valid and binding obligation of Investor, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (ii) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) The Investor acknowledges the related Offering Circular for this investment has limited public availability (accredited investors only), and can be viewed at 'www.WaterBlocks.net/psoc.' In the Company's Offering Circular, it makes clear the terms and conditions of the Offering and the risks associated therewith are described therein. The Investor has had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company and has had the opportunity to review the Company's information, operations and facilities. The Investor acknowledges that the Company has been and may remain non-operational pending instructions from its CEO, and further, its affairs are currently being managed by an affiliated

company, Strategic Solutions Team, Inc. The Investor has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. The Investor acknowledges that except as set forth herein, no representations or warranties have been made to the Investor, or to Investor's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition, the Investor shall rely on what is provided in writing only.

(c) The Investor, hereby represents and affirms that you, the Investor are; an "Accredited Investor" within the meaning of Rule 501 of Regulation D under the Securities Act, and have sufficient experience in financial and business matters to be capable of utilizing such information, to evaluate the merits and risks of the Investor's investment in the Shares, and to make an informed decision relating thereto. Alternatively, the Investor has utilized the services of a purchaser representative and together they have sufficient experience in financial and business matters, and that they are capable of utilizing such information, to evaluate the merits and risks of the Investor's investment in the Shares, and to make an informed decision relating thereto. The Investor has evaluated the risks of an investment in the Shares, including those described in the section of the Offering Circular entitled "Risk Factors," and has determined that the investment is suitable for the Investor. The Investor has adequate financial resources for an investment of this character and nature. The Investor hereby confirms, the Investor can bear a complete loss of the investment in the Company.

(d) The Investor understands that the Shares are not being registered under the Securities Act, on the grounds that the issuance thereof is exempt under various provisions of the SEC related Rules and Regulations, including, but not limited to, Regulation A of Section 3(b) of the Securities Act, and of Regulation C and D under the Securities Act and that reliance on such exemption is predicated in part on the truth and accuracy of the Investor's representations and warranties, and those of the other purchasers of the Shares in the Offering. The Investor further understands that the Shares are not being registered under the securities laws of any state(s) on the basis that the issuance thereof is exempt, as an offer and sale not involving a registrable public offering in such state, since the Shares are "covered securities" under the National Securities Market Improvement Act of 1996. The Investor covenants not to sell, transfer or otherwise dispose of any Shares unless such Shares have been registered under the Securities Act and under applicable state securities laws, **or under other exemptions from such registration requirements that are available.**

(e) The Investor acknowledges and agrees that there is no ready public market for the Shares and that there is no guarantee that a market for their resale will ever exist. The Company has no obligation to list any of its Shares including the shares offered herein on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended, with respect to facilitating trading or resale of any of its Shares. The Investor must bear the economic risk of this investment indefinitely and Investor acknowledges that the Investor is able to bear the economic risk of losing the Investor's entire investment in the Shares.

(f) The Investor represents that either: (i) the Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act; or (ii) the Purchase Price, together with any other amounts previously used to purchase Shares in the Offering, does not exceed ten percent (10%) of the greater of the Investor's annual income or net worth (or in the case where the Investor is a non-natural person, their revenue or net assets for such Investor's most recently completed fiscal year end). The Investor represents that to the extent it has any questions with respect to its status as an accredited investor, or the application of the investment limits, it has sought professional advice.

(g) Within five (5) days after receipt of a request from the Company, the Investor hereby agrees to provide such information with respect to its status as an accredited stockholder (or potential stockholder) and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject, including, without limitation, the need to determine the accredited investor status of the Company's stockholders. The Investor further agrees that in the event it transfers any Shares, it will require the transferee of such Shares to agree to provide such information to the Company as a condition of such transfer.

(h) The Investor acknowledges that the Per Share Purchase Price of the Shares to be sold in this Offering was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. The Investor further acknowledges that future offerings of securities of the Company may be made at lower valuations, with the result that the Investor's investment will bear a lower valuation.

(i) The Investor maintains the Investor's domicile (and is not a transient or temporary resident) at the address provided with the Investor's subscription.

(j) If the Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended, the Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares. The Investor's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of the Investor's legal jurisdiction.

(k) If the Investor is purchasing the Shares in a fiduciary capacity for another person or entity, including without limitation a corporation, partnership, trust or any other entity, the Investor has been duly authorized and empowered to execute this Agreement and all other subscription documents. Upon request of the Company, the Investor will provide true, complete and current copies of all relevant documents creating the Investor, authorizing its investment in the Company, and/or evidencing the satisfaction of the foregoing.

5. **Indemnity.** The representations, warranties and covenants made by the Investor herein shall survive the closing of this Agreement. The Investor agrees to indemnify and hold harmless the Company and its respective officers, directors and affiliates, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by the Investor to comply with any covenant or agreement made by the Investor herein or in any other document furnished by the Investor to any of the foregoing in connection with the Offering.

6. **Governing Law; Jurisdiction; Waiver of Jury Trial.** All questions concerning the construction, validity, enforcement and interpretation of the Offering Circular, including, without limitation, this Agreement, shall be governed by and construed and enforced in accordance with the internal laws of the State of Colorado, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any documents included within the Offering Circular (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of Denver, State of Colorado. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of Denver for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the documents included within the Offering Circular), and hereby irrevocably waives, and agrees not to assert in any action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such action or proceeding is improper or is an inconvenient venue for such proceeding(s). Each party hereby irrevocably waives personal service of process and consents to process being served in any such action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If any party hereto shall commence an action or proceeding to enforce any provisions of the documents included within the Offering Circular, then the prevailing party in such action or proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

7. **Market Stand-Off.** If so requested by the Company or any representative of the underwriters (the "Managing Underwriter") in connection with any underwritten or Regulation A+ offering of securities of the Company under the Securities Act, the undersigned (including any successor or assign) shall not sell or otherwise

transfer any Shares or other securities of the Company during the 30-day period preceding and the 270-day period following the effective date of a registration or offering statement of the Company filed under the Securities Act for such public offering or Regulation A+ offering or underwriting (or such shorter period as may be requested by the Managing Underwriter and agreed to by the Company). The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such period.

8. **Notices.** Notice, requests, demands and other communications relating to this Agreement and the transactions contemplated herein shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed on the date of such delivery to the address of the respective parties as noted hereinbelow, and (ii) if to the Investor, at the Investor's address supplied in connection with this subscription, or to such other address as may be specified by written notice from time to time by the party entitled to receive such notice. Any notices, requests, demands or other communications by email shall be confirmed by letter given in accordance with (a) or (b) above. All notices and communications to be given or otherwise made to the Investor shall be deemed to be sufficient if sent by e-mail to such address provided by the Investor on the signature page of this Agreement. Unless otherwise specified in this Agreement, the Investor shall send all notices or other communications required to be given hereunder to the Company via e-mail at info@WaterBlocks.net. Any such notice or communication shall be deemed to have been delivered and received on the first business day following that on which the e-mail has been sent (assuming that there is no error in delivery). As herein, the term "business day" shall mean any day other than a day on which banking institutions in the State of Colorado are legally closed for business.

9. **Miscellaneous.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require. Other than as set forth herein, this Agreement is not transferable or assignable by the Investor. The representations, warranties and agreements contained herein shall be deemed to be made by and be binding upon the Investor and its heirs, executors, administrators and successors and shall inure to the benefit of the Company and its successors and assigns. None of the provisions of this Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and the Investor. In the event any part of this Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement. The invalidity, illegality or unenforceability of one or more of the provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law. This Agreement supersedes all prior discussions and agreements between the parties, if any, with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. In the event that either party hereto shall commence any suit, action or other proceeding to interpret this Agreement, or determine to enforce any right or obligation created hereby, then such party, if it prevails in such action, shall recover its reasonable costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorney's fees and expenses and costs of appeal, if any. This Agreement may be executed in one or more counterparts. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

10. **Consent to Electronic Delivery of Notices, Disclosures and Forms.** The Investor understands that, to the fullest extent permitted by law, any notices, disclosures, forms, privacy statements, reports or other communications (collectively, "**Communications**") regarding the Company, the Investor's investment in the Company and the Shares (including annual and other updates and tax documents) may be delivered by electronic means, such as by e-mail. The Investor hereby consents to electronic delivery as described in the preceding sentence. In so consenting, the Investor acknowledges that e-mail messages are not secure and may contain computer viruses or



other defects, may not be accurately replicated on other systems or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. The Investor also acknowledges that an e-mail from the Company may be accessed by recipients other than the Investor and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. Neither the Company, nor any of its respective officers, directors and affiliates, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act (collectively, the “**Company Parties**”), gives any warranties in relation to these matters. The Investor further understands and agrees to each of the following: (a) other than with respect to tax documents in the case of an election to receive paper versions, none of the Company Parties will be under any obligation to provide the Investor with paper versions of any Communications; (b) electronic Communications may be provided to the Investor via e-mail or a website of a Company Party upon written notice of such website’s internet address to such Investor, and in order to view and retain the Communications, the Investor’s computer hardware and software must, at a minimum, be capable of accessing the Internet, with connectivity to an internet service provider or any other capable communications medium, and with software capable of viewing and printing a portable document format (“**PDF**”) file created by Adobe Acrobat; (c) the Investor must have a personal e-mail address capable of sending and receiving e-mail messages to and from the Company Parties; (d) if these software or hardware requirements change in the future, a Company Party will notify the Investor through written notification; (e) to facilitate these services, the Investor must provide the Company with his or her current e-mail address and update that information as necessary, and unless otherwise required by law, the Investor will be deemed to have received any electronic Communications that are sent to the most current e-mail address that the Investor has provided to the Company in writing; (f) none of the Company Parties will assume liability for non-receipt of notification of the availability of electronic Communications in the event the Investor’s e-mail address on file is invalid, the Investor’s e-mail or Internet service provider filters the notification as “spam” or “junk mail,” there is a malfunction in the Investor’s computer, browser, internet service or software, or for other reasons beyond the control of the Company Parties; and (g) solely with respect to the provision of tax documents by a Company Party, the Investor agrees to each of the following: (i) if the Investor does not consent to receive tax documents electronically, a paper copy will be provided, and (ii) the Investor’s consent to receive tax documents electronically continues for every tax year of the Company until the Investor withdraws its consent by notifying the Company in writing.

**THE INVESTOR CERTIFIES THAT HE HAS READ THIS ENTIRE AGREEMENT AND THAT EVERY STATEMENT MADE BY THE INVESTOR HEREIN IS TRUE AND COMPLETE.**

**THE COMPANY MAY NOT BE OFFERING THE SHARES IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE SHARES ARE NOT BEING OFFERED. THE INFORMATION PRESENTED IN THE OFFERING MATERIALS WAS PREPARED BY THE COMPANY SOLELY FOR THE USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THE OFFERING. NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY OFFERING MATERIALS, AND NOTHING CONTAINED IN THE OFFERING MATERIALS IS OR SHOULD BE RELIED UPON AS A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.**

**THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT, IN WHOLE OR IN PART, FOR ANY REASON OR FOR NO REASON, ANY PROSPECTIVE INVESTMENT IN THE SHARES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE DOLLAR AMOUNT OF SHARES SUCH INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SHARES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.**

## **ACCEPTANCE**

**Minimum Investment 1,000 Class A Preferred Share @ \$10.00/share = \$10,000.00**

**IN WITNESS WHEREOF**; this Subscription Agreement is mutually agreed upon and accepted by and between the Parties, as memorialized hereon:

**By the Investor:**

As executed below and who reaffirms the Investor is an "Accredited Investor" as defined by the SEC;

**Executed as of** \_\_\_\_\_

**Number of Shares** \_\_\_\_\_

**Total Purchase Price \$** \_\_\_\_\_

Certificate to be Issued in the Name of: \_\_\_\_\_

### **INVESTOR**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory (if an entity)

\_\_\_\_\_  
Title of Signatory (if an entity)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail Address:

Phone Contact #: \_\_\_\_\_

Tax ID (SSN or EIN): \_\_\_\_\_

**By the Company:**

As Executed below, based and in reliance upon the Investor's statements and representations herein;

**Executed as of** \_\_\_\_\_

**Locking Line Barriers Corporation dba WaterBlocks**

By: \_\_\_\_\_

Name: Joseph Daniluk

Title: Chief Executive Officer

info@WaterBlocks.net