

**EXHIBIT E**

**RUSTECH BREWING COMPANY LLC**

**SUBSCRIPTION AGREEMENT FOR SERIES A UNITS  
(Including investment representations)**

**IMPORTANT:**

**This document contains significant representations.  
Please read carefully before signing.**

Rustech Brewing Company LLC  
Attn: William Burt  
6328 86th Street N.E.  
Monticello, MN 55362

Ladies and Gentlemen:

I, \_\_\_\_\_  
[PLEASE PRINT OR TYPE NAME OF INDIVIDUAL/ENTITY SUBSCRIBER]

desire to apply for the purchase of the number of Series A Membership Units ("Series A Units") set forth below in Rustech Brewing Company LLC, a Minnesota limited liability company (the "Company").

I understand that this Subscription Agreement is conditioned upon the Company's acceptance of subscriptions. In the event subscriptions and funds have not been accepted on or before July 21, 2018, the offering will be terminated and this Subscription Agreement will be promptly cancelled and any funds received from me will be returned to me. If this Subscription Agreement has been accepted, the limited liability company interests subscribed to hereby shall be issued to me in the form of Series A Units. Each such Series A Unit subscribed for will represent a \$1.00 capital commitment.

**Residence.** I am a bona fide resident of (or, if an entity, the entity is domiciled in) the State of

\_\_\_\_\_  
[PLEASE INSERT NAME OF STATE]

**2. Subscription.**

- a. I hereby subscribe to purchase \_\_\_\_\_ Series A Units, and to make a capital contribution to the Company in the amount of \$\_\_\_\_\_, representing the purchase price of \$1.00 for each Series A Unit subscribed.
- b. I am enclosing a check made payable to "Rustech Brewing Company LLC" in the amount set forth above or have wired the Aggregate Purchase Price of the Units to:

**Bank Name: SUNRISE BANKS**  
**ABA/Routing Number: 096001013**  
**BNF (Beneficiary): Rustech Brewing Company LLC**  
**Account Number: \_\_\_\_\_**  
**FBO \_\_\_\_\_ (Insert Investor's Name)**

- c. I acknowledge that this subscription is contingent upon acceptance by the Company, and that the Company has the right to accept or reject subscriptions in whole or in part.

**3. Representations of Investor.**

- a. I have reviewed a copy of the Investor Package of the Company, dated July 21, 2017 (the "Investor Package"), relating to the offering of the Series A Units.
- b. I have carefully read the Investor Package, including the section entitled "Risk Factors", and have relied solely upon the Investor Package and investigations made by me or my representatives in making the decision to invest in the Company. No statement, printed material or inducement has been given or made by any person associated with the offering of the Series A Units which was contrary to the information in the Investor Package.
- c. I have been given access to full and complete information regarding the Company (including the opportunity to meet with the Founders of the Company and review all the documents described in the Investor Package and such other documents as I may have requested in writing) and have utilized such access to my satisfaction for the purpose of obtaining information in addition to, or verifying information included in, the Investor Package.
- d. I understand that in completing this Subscription, I will also be required to sign the Operating Agreement, a copy of which has been provided to me. I understand that once I sign the Operating Agreement, my investment in the Company will become irrevocable.
- e. I am experienced and knowledgeable in financial and business matters, capable of evaluating the merits and risks of investing in the Series A Units, and do not need or desire the assistance of a knowledgeable representative to aid in the evaluation of such risks (or, in the alternative, I have used a knowledgeable representative in connection with my decision to purchase the Series A Units).
- f. I understand that an investment in the Series A Units is highly speculative and involves a high degree of risk. I believe the investment is suitable for me based on my investment objectives and financial needs. I have adequate means for providing for my current financial needs and personal contingencies and have no need for liquidity of investment with respect to the Series A Units. I can bear the economic risk of an investment in the Series A Units for an indefinite period of time and can afford a complete loss of such investment.
- g. I understand that there will be no market for the Series A Units, that there are significant restrictions on the transferability of the Series A Units and that for these and other reasons, I may not be able to liquidate an investment in the Series A Units for an indefinite period of time.
- h. I have been advised that the Series A Units have not been registered under the Securities Act of 1933, as amended ("Securities Act"), and are offered pursuant to an exemption from registration under state securities law. I understand that the Company's reliance on such exemptions is predicated in part on my representations to the Company contained herein.

- i. I understand that I am not entitled to cancel, terminate or revoke this subscription, my capital commitment, or any agreements hereunder, and that the subscription and agreements shall survive my death, incapacity, bankruptcy, dissolution or termination.

**4. Investment Intent; Restrictions on Transfer of Securities.**

- a. I understand that (i) there will be no market for the Series A Units, (ii) the purchase of the Series A Units is a long-term investment, (iii) the transferability of the Series A Units is restricted, and (iv) the Series A Units may be sold by me only pursuant to registration under the 1933 Act and State Laws, or an opinion of counsel that such registration is not required.
- b. I represent and warrant that I am purchasing the Series A Units for my own account, for long term investment, and without the intention of reselling or redistributing the Series A Units. The Series A Units are being purchased by me in my name solely for my own beneficial interest and not as nominee for, on behalf of, for the beneficial interest of, or with the intention to transfer to, any other person, trust, or organization, and I have made no agreement with others regarding any of the Series A Units. My financial condition is such that it is not likely that it will be necessary for me to dispose of any of the Series A Units in the foreseeable future, but in no event shall I attempt to transfer or dispose of them at any time that would render the Company an investment company, a registered investment advisor, or a regulated hedge fund.
- c. I am aware that, in the view of the Securities and Exchange Commission, a purchase of securities with an intent to resell by reason of any foreseeable specific contingency or anticipated change in market values, or any change in the condition of the Company or its business, or in connection with a contemplated liquidation or settlement of any loan obtained for the acquisition of any of the Series A Units and for which the Series A Units were or may be pledged as security would represent an intent inconsistent with the investment representations set forth above.
- d. I understand that any sale, transfer, pledge or other disposition of the Series A Units by me will require conformity with the restrictions contained in this Section 4 and the Operating Agreement.

**Investor Qualifications.** I represent and warrant as follows (Answer Part a, b, or c, as applicable. Please check all applicable items):

**a. Individuals.** I am an INDIVIDUAL and:

- i. I have a net worth, or a joint net worth together with my spouse, in excess of \$1,000,000. **[In calculating your net worth, you may include equity in personal property, real estate (other than your primary residence), cash, short term investments, stock and securities, which equity should be based on the fair market value of such property minus debt secured by such property. You must exclude the value of your primary residence in the calculation, but you may likewise exclude the balance of any mortgage or other indebtedness secured by your primary residence in an aggregate amount up to the estimated fair market value of your primary residence, except if the borrowing occurs in the 60 days prior to the time of the sale of securities and is not in connection with the acquisition of your primary residence.]**

- ii. I had an individual income in excess of \$200,000 in each of the prior two years and reasonably expect an income in excess of \$200,000 in the current year.
- iii. I had joint income with my spouse in excess of \$300,000 in each of the prior two years and reasonably expect joint income in excess of \$300,000 in the current year.
- iv. I am a director or executive officer of the Company.

**b. Entities.** The undersigned is an ENTITY and:

- i. The undersigned hereby certifies that all of the beneficial equity owners of the undersigned qualify as accredited individual investors by meeting one of the tests under items (a)(i) through (a)(iv) above. Please indicate the name of each equity owner and the applicable test:
- ii. The undersigned is a bank or savings and loan association as defined in Sections 3(a)(2) and 3(a)(5)(A), respectively, of the Securities Act either in its individual or fiduciary capacity.
- iii. The undersigned is an insurance company as defined in Section 2(13) of the Securities Act.
- iv. The undersigned is an investment company registered under the Investment Company Act of 1940 or a business development company as defined therein, in Section 2(a)(48).
- v. The undersigned is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- vi. The undersigned is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 and one or more of the following is true (check one or more, as applicable):
  - (1) the investment decision is made by a plan fiduciary, as defined therein, in Section 3(21), which is either a bank, savings and loan association, insurance company, or registered investment adviser;
  - (2) the employee benefit plan has total assets in excess of \$5,000,000; or
  - (3) the plan is a self-directed plan with investment decisions made solely by persons who are "accredited investors" as defined under therein.
- vii. The undersigned is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- viii. The undersigned has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring Shares and one or more of the following is true (check one or more, as applicable):

- (1) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
  - (2) a corporation;
  - (3) a Massachusetts or similar business trust; (4) a partnership; or
  - (4) a limited liability company.
- ix. The undersigned is a trust with total assets exceeding \$5,000,000, which is not formed for the specific purpose of acquiring Shares and whose purpose is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment in the Shares.

**c. Non-Accredited Investors.**

- The undersigned is not an accredited investor.

**6. Miscellaneous.**

- a.** I agree to furnish any additional information that the Company or its counsel deem necessary in order to verify the responses set forth above.
- b.** I understand the meaning and legal consequences of the agreements, representations and warranties contained herein. I agree that such agreements, representations and warranties shall survive and remain in full force and effect after the execution hereof and payment for the Series A Units. I further agree to indemnify and hold harmless the Company, and each current and future member of the Company from and against any and all loss, damage or liability due to, or arising out of, a breach of any of my agreements, representations or warranties contained herein.
- c.** This Subscription Agreement shall be construed and interpreted in accordance with Minnesota law without regard to the principles regarding conflicts of law.

**Subscribers Source of Funds.** Pursuant to The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT ACT) of 2001, please indicate the source of funds used to purchase the securities subscribed for herein:

**FAILURE TO RESPOND TO THIS INQUIRY WILL RESULT IN A REJECTION OF YOUR SUBSCRIPTION AGREEMENT.**

- |  |                                       |   |
|--|---------------------------------------|---|
| <input type="checkbox"/> Cash                | <input type="checkbox"/> Liquidation  | <input type="checkbox"/> CD               |
| <input type="checkbox"/> Margin or Bank Loan | <input type="checkbox"/> Money Market | <input type="checkbox"/> Other – explain: |

## SIGNATURES

**Instructions.** If the subscriber is an Individual, please fill out and sign only the “Individual Subscriber” and “Individual Subscriber Type of Ownership” sections below. If the subscriber is an Entity, please fill out and sign only the “Entity Subscriber” and “Entity Subscriber Type of Ownership” sections below.

### Individual Subscriber(s):

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Second Individual, if applicable

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

(\_\_\_\_) \_\_\_\_\_  
Telephone Number

(\_\_\_\_) \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Residence Street Address

\_\_\_\_\_  
Residence Street Address

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
Mailing Address  
(Only if different from residence address)

\_\_\_\_\_  
Mailing Address  
(Only if different from residence address)

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
City, State & Zip Code

### Individual Subscriber Type of Ownership:

The Units subscribed for are to be registered in the following form of ownership (check one):

- Individual Ownership
- Joint Tenants with Right of Survivorship (both parties must sign). Briefly describe the relationship between the parties (e.g., married). \_\_\_\_\_
- Tenants in Common (both parties must sign). Briefly describe the relationship between the parties (e.g., married). \_\_\_\_\_

**Entity Subscriber:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Entity (Typed or Printed)

(\_\_\_\_) \_\_\_\_\_  
Telephone Number

X \_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Entity's Tax Identification Number

\_\_\_\_\_  
Name & Title (Typed or Printed) of Signatory

\_\_\_\_\_  
Contact Person (if different from Signatory)

\_\_\_\_\_  
Principal Executive Office Address

\_\_\_\_\_  
Mailing Address  
(If different from principal executive office)

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
City, State & Zip Code

**Entity Subscriber Type of Ownership:**

The Units subscribed for are to be registered in the following form of ownership (check one):

- Partnership
- Limited Liability Company
- Corporation
- Trust or Estate (Describe, and enclose evidence of authority)

\_\_\_\_\_  
\_\_\_\_\_

**RUSTECH BREWING COMPANY LLC  
OPERATING AGREEMENT**

Counterpart Signature Page

IN WITNESS WHEREOF, the undersigned hereby executes this counterpart signature page to the Operating Agreement of Rustech Brewing Company LLC dated July 21, 2017 (the "Operating Agreement"), as the same may be amended from time to time, and hereby authorizes Rustech Brewing Company LLC to attach this counterpart signature page to the Operating Agreement as executed by the other parties thereto.

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Signature

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Type or Print Name

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Signature

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Type or Print Name



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**ACCEPTANCE**

This Subscription Agreement is accepted by Rustech Brewing Company LLC.

**RUSTECH BREWING COMPANY LLC**

Dated: \_\_\_\_\_

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WILLIAM BURT, CHIEF EXECUTIVE OFFICER

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