Recipient: _____ **CONTROL NO:** _____

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

UP TO $7,500
LIMITED LIABILITY COMPANY UNITS
OF

KWC GLOBAL PARTNERS, LLC

A Hawaii Limited Liability Company

JANUARY 2026

KWC GLOBAL PARTNERS, LLC
1003 Bishop Street Suite 2700 PMB 516
Honolulu, HI 96813
Attention: Ken Cooper
Telephone: (808) 269-9328
Email: kenc@thekwcglobal.com

NOT TO BE REPRODUCED OR REDISTRIBUTED

KWC GLOBAL PARTNERS, LLC

Up to $7,500 Limited Liability Company Units

FOR ACCREDITED INVESTORS ONLY

IMPORTANT INFORMATION FOR INVESTORS

The information contained in this Confidential Private Placement Memorandum (this "***Memorandum***") is confidential and private. It is for the exclusive use of the person or party whose name appears above as selected by KWC GLOBAL PARTNERS, LLC ("***we***," "***us***," "***our***" or the "***Company***"). This Memorandum may not be reproduced or circulated to any persons other than those selected by the Company with the exception that such recipients may show it to their professional advisors.

We were organized as a Hawaii limited liability company in July 2025 to offer mutual fund products throughout the United States of America. The Company seeks to raise money for working capital in various stages:

Stage 1-$15,000 for 5 percent, 100,000 Member Units

Stage 2- $25,000 for 5 percent, 100,000 Member Units

Stage 3- $300,000 for 10 percent, 200,000 Member Units

This is the Stage 1 Offering for 5 percent of Member Units in KWC Global Partners LLC, a Hawaii Limited Liability Company.

The Company is offering solely to "accredited investors" who meet the suitability requirements established for this offering up to $7,500 (the "***Maximum Offering Amount***") of limited liability company membership units in the Company (the "***Units***") at a price of $.075 per Unit purchased with a minimum purchase of 100,000 Units ($7,500) (this "***Offering***"). This Offering will terminate on the sooner of March 31, 2026, the date on which all of the Units have been sold or such earlier date as determined by our Board of Managers (the "***Board***"), in its sole and absolute discretion.

Managers and officers of the Company will be primarily responsible for offering the Units in the Offering. However, Units may also Units may also be offered by registered brokers and dealers. If registered brokers and dealers are used, the Company may pay commissions to such selling agents of up to 2% of the amounts raised.

The Company is offering the Units on the terms and conditions stated in this Memorandum and in the Company's operating agreement (the "***Operating Agreement***") and other documents attached to, or referenced in this Memorandum.

AN INVESTMENT IN UNITS INVOLVES A HIGH DEGREE OF RISK. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF

THE UNITS, THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. YOU SHOULD ONLY INVEST IN THE UNITS IF YOU CAN AFFORD A COMPLETE LOSS OF YOUR INVESTMENT. YOU SHOULD READ THE COMPLETE DISCUSSION OF THE RISK FACTORS FOUND WITHIN THE BODY OF THIS MEMORANDUM.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. SEE "CERTAIN NOTICES UNDER STATE SECURITIES LAWS."

ANY PREDICTIONS, WRITTEN OR ORAL, AS TO THE AMOUNT OR CERTAINTY OF ANY PRESENT OR FUTURE CASH BENEFIT OR TAX CONSEQUENCES THAT MAY FLOW FROM AN INVESTMENT IN THE UNITS IS NOT PERMITTED.

THIS OFFERING IS STRICTLY LIMITED TO INVESTORS ("***INVESTORS***") WHO QUALIFY AS ACCREDITED INVESTORS AS THAT TERM IS DEFINED UNDER REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED, (THE "***SECURITIES ACT***"). FOR A DETAILED DEFINITION OF "ACCREDITED INVESTOR," SEE THE "INVESTOR SUITABILITY STANDARDS" SECTION OF THIS MEMORANDUM. THE COMPANY CLAIMS EXEMPTION FROM FEDERAL AND STATE SECURITIES REGISTRATION UNDER REGULATION D OF THE SECURITIES ACT.

NO PUBLIC MARKET EXISTS WITH RESPECT TO UNITS OFFERED HEREBY, AND NO ASSURANCES ARE GIVEN THAT ANY SUCH MARKET WILL DEVELOP. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD.

THIS MEMORANDUM IS INTENDED TO FULLY REPLACE AND SUPERSEDE ANY PRIOR INFORMATION OR MATERIALS PROVIDED OR DISTRIBUTED TO INVESTORS PRIOR TO THE DATE HEREOF IN CONNECTION WITH A PROPOSED OFFERING OF THE UNITS.

THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF PROSPECTIVE INVESTORS AND CONSTITUTES AN OFFER ONLY TO THE PROSPECTIVE INVESTOR TO WHOM IT WAS DELIVERED. DISTRIBUTION OF THIS MEMORANDUM TO ANY PERSON OTHER THAN SUCH PROSPECTIVE INVESTOR AND THOSE PERSONS RETAINED TO ADVISE IT WITH RESPECT TO THE INVESTMENT IS UNAUTHORIZED.

THE SOLE PURPOSE OF THIS MEMORANDUM IS TO ASSIST THE RECIPIENT IN DECIDING WHETHER TO PROCEED WITH FURTHER INVESTIGATION OF THE UNITS. THIS MEMORANDUM DOES NOT PURPORT TO BE ALL-INCLUSIVE OR TO CONTAIN ALL THE INFORMATION THAT AN INTERESTED PARTY MIGHT DESIRE IN INVESTIGATING THE UNITS. ANY INVESTOR SHOULD CONDUCT ITS OWN INDEPENDENT ANALYSIS AND DUE DILIGENCE INVESTIGATION OF THE UNITS.

FORWARD-LOOKING STATEMENTS AND OTHER INFORMATION

This Memorandum contains forward-looking statements. These statements relate to future events or the Company's future financial performance and involve known and unknown risks, uncertainties and other

factors that may cause the Company's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, the Company cannot guarantee actual results, levels of activity, performance or achievements. The Company undertakes no duty to update, revise or correct any of the forward looking statements after the date of this Memorandum.

These risks, uncertainties and other factors include, among others, those listed under *"Risk Factors"* and elsewhere in this Memorandum. In some cases, forward-looking statements can be identified by terminology such as "may," "will," "should," "would," "could," "expects," "intends," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "continue" or the negative of these terms or other comparable terminology. These statements are only predictions based upon information presently available to the Company. Actual events or results may differ materially. In evaluating these statements, prospective Investors should carefully consider the various risks, uncertainties and other factors associated with such an investment.

CONFIDENTIALITY OF MEMORANDUM

This Memorandum is intended for the confidential private use of qualified investors receiving this Memorandum, which we sometimes refer to herein as offerees, and their authorized advisors. Each offeree and offeree's advisor, by accepting delivery of this Memorandum, agrees: (a) to keep this Memorandum and any other information provided by the Company, its managers or their agents in strictest confidence; (b) not to duplicate, reproduce or deliver this Memorandum or such other information in whole or in part (except to the offeree's duly appointed advisors), or divulge the contents of this Memorandum or such information to any person (other than such advisors), without the prior written consent of the Company; and (c) if the offeree is not eligible or declines to invest, to return immediately to the Company this Memorandum and all information provided by the Company, its managers or their agents.

INVESTMENT INFORMATION AND INQUIRIES

We undertake to make available to you, during the course of the transaction and prior to the sale, the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the Offering and to obtain any appropriate additional information necessary to verify the accuracy of the information contained in this document or for any other purposes relevant to a prospective investment in the Units. Any additional information will be made available to you to the extent our management possesses the information or can obtain it without unreasonable effort or expense.

All communications or business or legal inquiries relating to this Memorandum or to a possible transaction involving the Company should be directed to:

KWC GLOBAL PARTNERS, LLC
1003 Bishop Street Suite
2700 PMB 516
Honolulu, Hawaii 96813
Attention: Ken Cooper
Telephone: (808) 269-9328
Email: kenc@thekwcglobal.com

KWC GLOBAL PARTNERS, LLC

KWC GLOBAL PARTNERS, LLC

The Date of this Private Placement Memorandum is January 2026.

RISK DISCLOSURE STATEMENT

YOU SHOULD CAREFULLY CONSIDER WHETHER YOUR FINANCIAL CONDITION PERMITS YOU TO PARTICIPATE IN THIS INVESTMENT. IN SO DOING, YOU SHOULD BE AWARE THAT AN INVESTMENT IN THE UNITS MAY BE VOLATILE AND BUSINESS LOSSES MAY REDUCE THE NET ASSET VALUE OF THE COMPANY AND CONSEQUENTLY YOUR ABILITY TO OBTAIN A RETURN ON YOUR INVESTMENT.

THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER FACTORS NECESSARY TO EVALUATE YOUR PARTICIPATION IN THIS INVESTMENT. THEREFORE, BEFORE YOU DECIDE TO PARTICIPATE IN AN INVESTMENT IN THIS COMPANY, YOU SHOULD CAREFULLY STUDY THIS DISCLOSURE DOCUMENT, INCLUDING A DISCUSSION OF THE CERTAIN RISK FACTORS OF THIS INVESTMENT.

CERTAIN NOTICES UNDER STATE SECURITIES LAWS

FOR RESIDENTS OF ALL STATES:

THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE UNITS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS OFFERING IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND UNITS MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MIGHT BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. AN INVESTOR MUST REPRESENT THAT THE INTERESTS ARE BEING ACQUIRED FOR INVESTMENT PURPOSES ONLY, AND NOT WITH A VIEW TO OR PRESENT INTENTION OF DISTRIBUTION.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO. IN ADDITION, THIS MEMORANDUM CONSTITUTES AN OFFER ONLY IF A NAME APPEARS IN THE APPROPRIATE SPACE ON THE COVER, AND IS AN OFFER ONLY TO THE OFFEREE SO NAMED.

EXCEPT AS OTHERWISE INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE OF THE MEMORANDUM AND NEITHER THE DELIVERY HEREOF NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE CONDITION OF THE COMPANY SINCE THE DATE HEREOF.

NO PERSON HAS BEEN AUTHORIZED TO MAKE REPRESENTATIONS OR PROVIDE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS MEMORANDUM. ONLY THOSE REPRESENTATIONS EXPRESSLY SET FORTH IN THIS MEMORANDUM AND ACTUAL DOCUMENTS (SUMMARIZED HEREIN), WHICH ARE FURNISHED UPON REQUEST TO AN OFFEREE, OR ITS REPRESENTATIVE MAY BE RELIED UPON IN CONNECTION WITH THIS OFFERING.

PROSPECTIVE PURCHASERS OF THE UNITS ARE NOT TO CONSTRUE THE CONTENTS

OF THIS MEMORANDUM AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN PROFESSIONAL ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING ITS INVESTMENT.

THIS MEMORANDUM HAS BEEN PREPARED FROM DATA SUPPLIED BY SOURCES DEEMED RELIABLE AND DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR KNOWINGLY CONTAIN ANY UNTRUE STATEMENT OF ANY MATERIAL FACT. IT CONTAINS A SUMMARY OF THE MATERIAL PROVISIONS OF DOCUMENTS REFERRED TO HEREIN. STATEMENTS MADE WITH RESPECT TO THE PROVISIONS OF SUCH DOCUMENTS ARE NOT NECESSARILY COMPLETE AND REFERENCE IS MADE TO THE ACTUAL DOCUMENTS FOR COMPLETE INFORMATION AS TO THE RIGHTS AND OBLIGATIONS THERETO.

SUMMARY OF THE OFFERING

This summary of the Offering is intended to highlight certain information contained in the body of this Memorandum. More detailed information is found in the remainder of this Memorandum, and this summary is qualified in its entirety by information appearing elsewhere in this Memorandum and its appendices and exhibits. Before you invest in the limited liability company membership units (the "Units") of the Company, you should read this entire Memorandum, including the section entitled "Certain Risk Factors," beginning on page 22.

The Company. The Company is a limited liability company organized under the laws of the state of Hawaii.

We are privately offering the Units until the sooner of March 31, 2026, the date on which all of the Units have been sold or such earlier date as determined by our Board of Managers (the "***Board***"), in its sole and absolute discretion.

Objectives. We were formed to offer a broad line of sports communities and sports affiliated companies including 21 Athletic Clubs LLC (Hawaii), Liv Sport Expos LLC (Hawaii), CABIOS Athletic Company (Hawaii), CABIOS Athletic Company LLC (Florida), Tennis2Live. Com LLC (Hawaii), Pickleball2Live.Com LLC (Hawaii) and other projects. The Company intends to use the proceeds of the Offerings for (a) development of the Company's sales and service support structure, (b) marketing, (c) salaries and (d) such working capital purposes as may be deemed appropriate by the Board. Phase 1 and Phase 2 of these offerings will be used immediately.

Management. The Company's business will be managed the Board, which will have full and exclusive authority, power and discretion to manage and control the business, affairs and assets of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management the Company's business. Accordingly, the Members will not have any control over the Company's operations. The obligations of the Board are not necessarily exclusive. Members of the Board need devote only so much of its time to Company affairs as may be reasonably necessary to direct the activities of the Company. In addition, the members of the Board and the Members of the Company are under no obligation to refer investment opportunities exclusively to, or conduct investment activities exclusively within, the Company. The Board is currently comprised of Ken Cooper as Chairman with a list of key employees and Board Advisors and/or Members available upon request for KWC GLOBAL PARTNERSLLC or any of the companies to which KWC GLOBAL PARTNERS is the Managing Member.

The Offering. The Company is seeking commitments of up to $7,500 at a purchase price of $.075 per Unit for an aggregate Offering of up to 100,000 Units. The Company reserves the right, in its sole discretion, to issue Units under this Offering with terms that differ from the terms described above. The Offering will be conducted in one or more closings at which the Company will issue Units to Investors, and the Investors will deliver the purchase price for such Units to the Company.

Investor Suitability. This Offering is strictly limited to Accredited Investors. The Company is offering the Units in reliance upon an exemption from federal and state securities registration under Regulation D of the Securities Act. Each investor will be required to make certain representations with respect to such

investor's status as an "Accredited Investor" and certain other matters in order to purchase Units, including provision of additional information to verify such status in accordance with Regulation D. The minimum subscription amount is Seven Thousand Five Hundred ($7,500).

Tax Considerations. See the section entitled "Federal Income Tax Consequences" below and consult your personal tax advisor.

Risk Factors. An investment in the Units is speculative and involves a high degree of risk. Investors may lose all or part of their investment. For a description of some of the specific risks involved with this investment, see the section entitled "Certain Risk Factors" beginning on page 22 below.

Subscription Procedure. An Investor who desires to subscribe for the Units should carefully review this Memorandum and obtain and review other information deemed necessary or appropriate by such Investor. Upon making a decision to invest with the Company, the Investor should complete, sign and deliver to the Company the "Confidential Investor Questionnaire" attached hereto as **Exhibit A** and a "Subscription Agreement" attached hereto as **Exhibit B**. Upon, but not prior to, its acceptance by the Company, the Subscription Agreement will become binding and will evidence the Investor's agreement to acquire the Units. As a condition to purchase the Units, Investors must also execute a signature page to the Company's Operating Agreement in the form attached to **Exhibit D.**

THE COMPANY

***ORGANIZATION*. THE COMPANY IS A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF HAWAII.**

***OWNERSHIP AND CAPITALIZATION*. THE FOLLOWING TABLE SETS FORTH CERTAIN INFORMATION REGARDING THE BENEFICIAL OWNERSHIP OF THE UNITS AS OF JULY 2025.**

Name	Percent	Amount of Units
Ken Cooper	70%	1,400,000
Stage 1 Investors	5%	100,000
Stage 2 Investors	5%	100,000
Stage 3 Investors	10%	200,000
Open Units	10%	200,000
TOTAL	100%	2,000,000 Units

***COMPANY EXPENSES*. THE COMPANY MAY DISBURSE PROCEEDS FROM THE OFFERING TO PAY THE COMPANY'S EXPENSES IN CONNECTION WITH THE OFFERING.**

***FIDUCIARY OBLIGATIONS*. THE MANAGER'S OBLIGATIONS ARE NOT NECESSARILY EXCLUSIVE. THE MANAGERS NEED DEVOTE ONLY SO MUCH TIME TO COMPANY AFFAIRS AS MAY BE REASONABLY NECESSARY TO DIRECT THE ACTIVITIES OF THE COMPANY. IN ADDITION, THE MANAGERS AND THE MEMBERS OF THE COMPANY ARE UNDER NO OBLIGATION TO REFER INVESTMENT OPPORTUNITIES EXCLUSIVELY TO, OR CONDUCT INVESTMENT ACTIVITIES EXCLUSIVELY WITHIN, THE COMPANY.**

DESCRIPTION OF THE BUSINESS

Company Overview. The Company was formed in July 2025 to provide a quality, forward thinking outlook on fitness, pickleball, tennis, padel, and sport communities that include housing.

Industry Summary. The world of investing has evolved over the years. Investors have become more diversified across asset classes than ever before. The private equity and alternative investing markets have experienced significant growth over the last decade. Investors are looking for unique investment opportunities with experienced management and opportunities for growth.

The Company believes that are four industries to focus on at this time and create as one product. These 4 are:
1-Pickleball Products and Services
2-Tennis Products and Services
3-Fitness Clubs
4-Sports Communities (Housing with Pickleball, Tennis, and Fitness as part of the community. Padel is also surging in popularity and will be readily assessed in it's value).

Currently the Pickleball industry is generating $1.96 billion in the global economy with growth to surpass $9.1 billion by the year 2034. The fitness industry is the largest by far generating approximately $110 billion in 2025 and expected to grow by $50 billion by the year 2030. The tennis industry generated approximately $8 billion in 2025 and is expected to grow to $16 billion by the year 2035.

The Company was formed to engage in these emerging growth markets. Fitness is the giant — hundreds of billions globally — and still growing steadily. This is the "umbrella" industry that tennis and pickleball plug into.

All of these can "stand-alone" as we develop the 21 Athletic Clubs Brand. As well, these sports and fitness integrations into housing communities really help to sell and appreciate homes or other types of housing.

Amenities like pickleball courts, tennis, padel, and fitness centers are increasingly seen as lifestyle differentiators, not just "extras."
Communities with pickleball courts are reportedly selling homes for up to **~10% higher prices** than comparable homes without them, especially in markets with strong demand (e.g., retiree-heavy areas). Tennis and racket sport amenities historically boost property value because they are linked with wellness and active lifestyles. Fitness amenities consistently rank high among what buyers and renters want, helping increase appeal and perceived value.

Company Products. The Company intends to offer and brand five different entities, with an intention to expand as opportunities present themselves. The five entities will go by the following names:

21 Athletic Clubs LLC
Liv Fit Expos LLC
Pickleball2Live.Com LLC

21 Athletic Clubs LLC has had its name submitted for trademark registration through the United States Patent and Trademark Office. All other companies will similarly have trademarks registered with USPTO on behalf of KWC GLOBAL PARTNERS, LLC at the completion of the Offering. KWC GLOBAL PARTNERS may change, add or delete any company depending on marketability, availability, and demand by consumers. All brands will be marketed to the retail market and institutions. The main target markets for these companies will be within the United States which holds over half of all mutual funds worldwide.

21 Athletic Clubs LLC: A Hawaii Limited Liability Company formed in December 2024. KWC Global Partners is the Managing Member and majority owner of the entity with Seventy (70) percent of the member units. 21 Athletic Clubs is our flagship fitness center for physical locations. Our first objectives are to put facilities in Florida, California, Utah, and, of course, Hawaii. Each facility will be benchmarked to have fitness, tennis, pickleball, and padel. It is also the objective of these clubs to be included in or nearby housing communities. www.21athletics.com

Liv Fit Expos LLC: A Hawaii Limited Liability Company formed in December 2024. KWC Global Partners is the Managing Member and majority owner of the member units with Seventy (70) Percent of the units. Recent studies have shown that individuals that engage in racket sports tend to live 9 years longer than those that do not. Our expos are designed as a marketing tool to have tournaments for pickleball and tennis for now with sponsors and booths throughout the event. This is where we will do brand testing for pickleball paddles, tennis rackets, padel paddles, fitness supplements, of our own brands. www.livfitexpos.com

Pickleball2Live.Com LLC: A Hawaii Limited Liability Company formed in November 2024. KWC Global Partners is the Managing Member and majority owner of the member units with Seventy (70) Percent of the units. This entity will offer pickleball paddles, fitness supplements, pickleball apparel, and other items in line with Pickleball community. The intent is to find the right branding and be part of the hyper growth pickleball sector that is estimated to be worth approximately $30 billion by the year 2030. www.pickleball2live.com

Tennis2Live.Com LLC: A Hawaii Limited Liability Company formed in July 2023. KWC Global Partners is the Managing Member and majority owner of the member units with Seventy (70) Percent of the units. This entity will offer tennis rackets, fitness supplements, tennis apparel, and other items in line with the Tennis Community. The intent is to find the right branding through this entity in the tennis sector as it grows over the next 5-7 years. This entity, along with Pickleball2Live.Com, will have its own You Tube Channel. www.tennis2live.com

CABIOS Athletic Company LLC: A Hawaii Limited Liability Company formed in November 2024. KWC Global Partners is the Managing Member and majority owner of the member units with Seventy (70) Percent of the units. CABIOS is an acronym for Champions Are Born In Off Season. This entity will be used in general fitness, pickleball, tennis, padel, and other sports in branding. The entity will start apparel, paddles, rackets, and supplements. ADIDAS is a partial benchmark for this entity. It is said that ADIDAS stands for All Day I Dream About Soccer. The sectors of pickleball, padel, tennis, and fitness are projected to have significant growth over the next 5-10 years. CABIOS is one of the brands that will be used to establish branding in the sectors. Adjustments to names or otherwise will be made if necessary. www.cabiosathletics.com

***Investment strategy*.** The Company intends to take this time of growth in the pickleball, padel, tennis, and fitness sectors to really grab market share. Because pickleball and padel are growing industries, start-ups are being rewarded for entering the market up to this point and in the near future.

***Marketing strategy*.** Pickleball and Padel are growing at a substantial rate yearly. We have chosen Hawaii as a strategic location for our headquarters due to the growth worldwide of pickleball and padel. It allows us not only to go and market to the "mainland USA" but also to the entire Pacific Rim.

KWC GLOBAL PARTNERS plan is to initially start in:
Hawaii-Pacific Rim equals worldwide growth.
Florida- Florida is not just *a* tennis / pickleball / padel state — it is **the strategic engine room of U.S. racquet sports**. No other state combines climate, population flow, real estate, and industry infrastructure the way Florida does.
California- California Is the Birthplace of Modern Racquet Lifestyle Culture. California is the national "early adopter state" for new sports, new wellness methods, new lifestyle identities, and new fitness technologies. Pickleball exploded in California first and Padel is following the same direction.
Utah- Utah is quietly becoming the **blueprint state for next-gen longevity communities.**

California makes it cool
Florida makes it massive
Utah makes it permanent

The Pacific Rim now represents:
• Over **60% of global GDP**
• The fastest-growing middle class on Earth
• The largest future real estate, tourism, and sports participation markets
• The primary growth zone for health & lifestyle communities (pickleball, padel, wellness, longevity living)

Pacific Rim gives KWC Global Partners a world-wide market for its products and services.

MANAGEMENT

BOARD OF MANAGERS

General. The management and operation of the Company is exercised by or under the direction of the Board. Except as expressly provided in the Operating Agreement, no Member has any right or authority to act for or bind the Company in its capacity as a Member. The Board may appoint officers as the Board deems appropriate, in its sole and absolute discretion, and shall delegate power and authority to such officers in accordance with the terms of the Operating Agreement. The Board may also, in its discretion, appoint and/or engage certain affiliated entities to assist with the management of certain aspects of the Company's operations.

Function. The Board will have all necessary powers to carry out the purposes, business, and objectives of the Company, including, but not limited to, the right to cause the Company to enter into and carry out contracts of all kinds; to employ employees, agents, consultants and advisors on behalf of the Company; to lend or borrow money and to issue evidences of indebtedness; to bring and defend actions in law or at equity; or to buy, own, manage, sell, lease, mortgage, pledge or otherwise acquire or dispose of the Company property, subject only to the voting rights provided in the Operating Agreement to the Members. The Board may deal with any related person, firm or corporation on terms and conditions that would be available from an independent responsible third party that is willing and able to perform. The Board may delegate powers to officers of the Company to act within the customary scope of the authority of their respective offices. The Board will generally have the same powers and authority to make decisions as the board of directors of a corporation.

BOARD OF MANAGERS AND OFFICERS

The following individuals comprise the Board and the officers of the Company:

Ken Cooper-President-Managing Member:

Founder and creator of KWC Global Partners LLC, 21 Athletic Clubs LLC (Trademarked Clubs), Liv Fit Expos LLC. (Liv intentionally spelled incorrectly), & CABIOS Athletic Company. All these companies are Ken's brainchild that were formed for love of the sport, his genuine interest in people being able to live a healthy lifestyle, and his love of being an entrepreneur!

KWC Global Partners LLC is the workhorse to financially provide for the other companies that have been created for this reach into the US markets and Pacific Rim.
CABIOS Athletic Company LLC (Champions Are Born In Off Season), Tennis2Live.Com LLC, and Pickleball2Live.Com LLC are all branding tools used by KWC Global Partners.
21 Athletic Clubs LLC (Fitness-Tennis-Pickleball-Padel locations in future)
Liv Fit Expos (Fitness Contests-Tennis Tournaments-Pickleball Tournaments)

Stay tuned for upcoming content on YouTube Channels that were secured by Ken for these companies.
@21athleticclubs.com
@LivFit-Tennis2Live

@LivFit-Pickleball2Live

2026 marks year 16 (really 18 yrs) for Ken as a RSPA (USPTA) Tennis Pro. During his career, he trained in State Champs, Region Champs, Top 5 ranked Utah players, Top 20 ranked Intermountain players, USTA Sanctioned Tournament Champs, Non-USTA Tournament Champs, Varsity players from 17 different high schools, & youth/adults at all levels.

In his youth, he was an all-around athlete actively engaged in basketball, baseball, tennis, & pickle ball. He was given the title of All Around Outstanding Male Athlete of MVHS in Orem, excelling in basketball (point guard), baseball (shortstop), & Tennis. Played #1 Singles in College at UVSC. As a multi-sport player, he excelled in obtaining state-region honors. Ken was the point guard for Utah Valley All-Stars that won the Western Regional & beat Kansas in the AAU Elite 8 on a National Level.

Education
BS Finance BA French U of Utah
BS BMGT UVSC

The Company has also elected to create a Board of Advisors to provide additional insight and expertise to the Company in operating its business and executing its business plan. The following individuals have been appointed to the Board of Advisors for the Company:

Indemnification. The Operating Agreement provides that the Company shall, to the fullest extent permitted by the applicable law, as amended from time to time, indemnify all managers and officers of the Company. As well as any officers or employees of the Company to whom the Company has agreed to grant indemnification. INSOFAR AS INDEMNIFICATION FOR LIABILITIES ARISING UNDER THE SECURITIES ACT OF 1933, AS AMENDED, MAY BE PERMITTED TO DIRECTORS, OFFICERS OR PERSONS CONTROLLING THE COMPANY PURSUANT TO THE FOREGOING PROVISIONS. IT IS THE OPINION OF THE SECURITIES AND EXCHANGE COMMISSION THAT SUCH INDEMNIFICATION IS AGAINST PUBLIC POLICY AS EXPRESSED IN THE ACT AND IS THEREFORE UNENFORCEABLE.

TERMS OF THE OFFERING

The following information is a summary of certain principal terms of the Offering and the Company's Operating Agreement (the "***Operating Agreement***"), a copy of which is attached hereto as **Exhibit D**, and is qualified in its entirety by information appearing elsewhere in this Memorandum, the Operating Agreement, and the principal agreements relating to the Company. You should carefully review this Memorandum and the Operating Agreement.

The Company	The Company is a Hawaii limited liability company that was organized in July 2025.
The Offering Size	The Company is seeking commitments of up to 100,000 Units at a purchase price of $.075 for an aggregate of $7,500. This is Stage 1 funding of 3 total stages.
Subscriptions	The Company may, in its sole discretion, reject any subscription that is tendered. Each investor whose subscription is accepted and is admitted as a member of the Company is sometimes referred to herein as a "Member". Except where the context requires otherwise, a reference to the "Members" means all Members taken together or acting unanimously, as appropriate.
Closing	The initial closing will occur as soon as possible.
Capitalization	Units Issued and Outstanding: Before the closing of the Offering: 1,900,000 Units Upon closing of the Offering: 2,000,000 Units
Units	Voting - Each Member is entitled to one vote per Unit in the election of the Managers and on all other matters submitted to the vote of Members. No Member may cumulate votes in voting for the Managers. Distributions - Each Unit will have an equal and ratable right to receive distributions as may be declared by the Board out of funds legally available for the payment of distributions, and, in the event of liquidation, dissolution or winding up of the Company, will be entitled to share equally and ratably in the assets available for distribution to the Members. Preemptive Rights - No Member will have any preemptive right to subscribe for any of the Company's securities.

Risk Factors	An investment in the Units is highly speculative and involves a high degree of risk. Transferability of the Units is restricted, and therefore should not be purchased by anyone who cannot afford a loss of their entire investment or who may require the liquidity of the funds invested. Potential Investors should carefully review and consider the factors set forth under "*Certain Risk Factors*" as well as the other information contained herein and attached as Exhibits hereto.

Termination Date	This Offering will terminate on the sooner of March 31, 2026, the date on which all of the Units have been sold or such earlier date as determined by the Board, in its sole and absolute discretion.
Escrow of Funds	There will be no Escrow of Funds for any of the Stages of Funding. For each stage, the money will be used as defined in the paragraph below upon receipt.
Use of Proceeds	The Company intends to use the net proceeds from the Offering for (a) development of the Company's sales and service support structure, (b) marketing, (c) salaries and (d) such working capital purposes as may be deemed appropriate by the Board.
Restrictions on Transfer	None of the Units offered hereby will be registered under the Securities Act and the certificates, if any, representing the Units will contain a legend restricting their distribution, resale, transfer, pledge, hypothecation or other disposition unless and until such Units are registered under the Securities Act or an opinion of counsel reasonably satisfactory to the Company is received that registration is not required under the Securities Act. The Company does not intend to file a registration statement with the Securities and Exchange Commission for the purpose of registering the Units. In addition, the Units are also subject to certain transfer restrictions contained in the Operating Agreement, including without limitation, rights of first refusal in favor of the Company and other Members of the Company, Co-Sale rights in favor of the other Members and drag-along rights in favor of a majority-in-interest of the Members proposing to sell a majority of the Units or substantially all of the assets of the Company. The certificates representing the Units, if any, will contain a legend to that effect.

Investor Suitability	The Company will offer the Units only to potential Investors who qualify as "Accredited Investors" as defined in Rule 501 of Regulation D under the Securities Act, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. Each Investor will be required to make certain representations with respect to such investor's status as an "Accredited Investor" and certain other matters in order to purchase Units, including provision of additional information to verify such status in accordance with Regulation D under the Securities Act.
Closing Documents	The purchase of Units will be made pursuant to the Subscription Agreement (attached hereto as **Exhibit B**) and the Confidential Investor Questionnaire (attached hereto as **Exhibit A**), which will contain, among other things, customary representations and warranties made by the Company, certain covenants of the Company, investment representations by the Investors, including provision of such additional information as is necessary by Regulation D under the Securities Act, including representations required by the Securities Act and applicable state securities laws, and appropriate conditions to closing, including the perfection of exemptions and sale of the Units under applicable state securities laws. Prospective Investors must also execute a signature page to the Company's Operating Agreement in the form attached to **Exhibit D**.
Expenses	All potential Investors will be responsible for their own costs, fees and expenses, including the costs, fees and expenses of their legal and tax counsel and other advisors.
Management	The Company will be managed by the Board, which will be comprised of Ken Cooper and future appointed Board Members. The Board will have full and exclusive authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Business, subject to certain actions requiring Member approval in accordance with the Operating Agreement. Accordingly, the Members will not have any control over the Company's operations. The Board has appointed Ken Cooper to assist in the day-to-day operation of the Company. The Members will select the Managers and will have the right to remove the Managers in certain circumstances only in accordance with the terms of the Operating Agreement.
Term of the Company	Unless earlier dissolved (as provided in the Operating Agreement), the term of the Company is perpetual.

Capital Accounts	The Company will maintain a separate capital account for each of its Members ("***Capital Account***"). A Member's Capital Account generally will be (i) increased by capital contributions made to the Company by such Member and any income and gains (including, where appropriate, unrealized income and gains) allocated by the Company to such Member, and (ii) decreased by the amount of cash and the fair market value of any assets distributed to such Member from the Company and any expenses or losses (including, where appropriate, unrealized expenses and losses) allocated by the Company to such Member.
Allocation of Profit and Loss	After giving effect to certain required special allocations, the Company shall allocate profits, losses, and any items of Company income, gain, loss, or deduction such that the capital account of each Member shall be equal to the respective net amounts, whether positive or negative, which would be distributed to them or for which they would be liable to the Company, determined as if the Company were to (i) sell its assets, (ii) pay off its liabilities, and (iii) distribute the net proceeds of liquidation, in accordance with the Members' respective capital accounts.
Distributions	The Company may make distributions of cash available for distribution in advance of liquidation, at such times as the Board may determine in its sole and absolute discretion, to the Members in proportion to their respective ownership interests in the Company.
Tax Distribution	To the extent cash is available for distribution, the Company will distribute sufficient cash to the Members so that they can satisfy their tax obligations arising from allocations of taxable income from the Company. Such tax distributions will be credited against future distributions that the Members are otherwise entitled to receive from the Company. Any such distributions are not guaranteed and are subject to the discretion of the board.
Liquidating Distributions	In order to satisfy a U.S. federal income tax safe harbor, liquidating distributions will be made in accordance with positive Capital Account balances of the Members (the "Liquidating Distribution Requirement"). The Manager generally is authorized to adjust allocations of the Company's income, gains, losses and deductions among the Members, such that, to the extent possible, each Member's Capital Account will equal, upon liquidation of the Company, what such Member would be distributed if the Company's assets available for distribution in liquidation were distributed in accordance with no liquidating distributions. In addition, upon the liquidation of the Company, the Company will make payments to Members, such that, to the extent of available cash and property, each Member will receive the same amount it would have received without regard to the Liquidating Distribution Requirement. No assurance can be given, however, that the Company's compliance with the Liquidating Distribution Requirement will not materially affect the amount to be received by a Member in liquidation of the Company.

Authority to Admit Additional Members	New members will be admitted at the closing of this Offering, concurrently with their funding of their initial capital contributions. The Company may, in the Board's discretion, accept additional capital commitments from, and admit to the Company, new members from time to time. The consent of Members is not required for the admission of persons who become new members. Any newly admitted Member must agree to become a party to the Operating Agreement.
Indemnification	The Company will indemnify the Managers, the officers, the Members, their affiliates, and their principals, managers, members, officers and agents against all costs, expenses, damages and claims (including attorneys' fees) to which they may be or become subject to as a result of actions taken or omitted in connection with the business of the Company, so long as the action giving rise to the claim does not constitute gross negligence, bad faith or willful misconduct of any of such persons.
Principal Office	The Company's principal office is 1003 Bishop Street Suite 2700 PMB 516, Honolulu, Hawaii, 96813
Disciplinary Actions	As required by Regulation D under the Securities Act, material facts are provided below about any legal or disciplinary events that may be material to a potential Investor's evaluation of the Offering. There are no disciplinary acts to Ken Cooper past or present. CABIOS Athletic Company of Florida, which owns RAC AC LLC of Utah is in a legal dispute concerning a lease. Ken Cooper is a member of CABIOS Athletic Company. It should have no effect on KWC Global Partners LLC.

DESCRIPTION OF UNITS

The Company is offering to issue and sell up to 100,000 Units, which will represent, upon issuance, 5% of the Company's issued and outstanding Units. The terms of the Units are governed by the terms of the Company's Certificate of Organization and Operating Agreement, copies of which are attached hereto as **Exhibits C** and **D**, respectively. Investors will be entitled to all rights and be subject to all obligations of a member of the Company, including the right to elect and appoint members of the Manager.

INVESTOR SUITABILITY STANDARDS

General. An investment in the Units involves a high degree of risk and is suitable only for persons of substantial financial means and who qualify as an Accredited Investor as defined below. The Units are only suitable for those who are financially sophisticated and can bear the loss of their entire investment. In addition, the Units are subject to other limitations on redemption and transfer described in this Memorandum. The offer, offer for sale, and sale of the Units is intended to be exempt from the registration requirements of the Securities Act of 1933, as amended, pursuant to Regulation D promulgated thereunder ("Regulation D") and is intended to be exempt from the registration requirements of applicable state securities laws as a federally covered security.

Our Offering of the Units will be conducted in reliance upon exemptions contained in the Securities Act and applicable state securities statutes for transactions not involving a public offering. You must meet one (or more) of the investor suitability standards below to purchase Units. Fiduciaries must also meet one of these conditions. If the investment is a gift to a minor, the custodian or the donor must meet these conditions. For purposes of the net worth calculations below, net worth is the amount by which your assets exceed your liabilities, but excluding your house, home furnishings or automobile(s) among your assets. In the subscription agreement, you will have to confirm that you meet these minimum standards:

- Each investor must have the ability to bear the economic risks of investing in the Units.
- Each investor must have sufficient knowledge and experience in financial, business or investment matters to evaluate the merits and risk of the investment.
- Each investor must represent and warrant that the Units to be purchased are being acquired for investment and not with a view to distribution.
- Each investor will make other representations to us in connection with purchase of the Units, including representations concerning the investor's degree of sophistication, access to information concerning the Company, and ability to bear the economic risk of the investment.

Suitability Requirements. Rule 501(a) of Regulation D defines an Accredited Investor as any person who comes within any of the following categories, or whom the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(1) Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any 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; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the

employee benefit plan has total assets in excess of $5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose or acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth or joint net worth with that person's spouse, at the time of the purchase exceeds $1,000,000;

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); or

(8) Any entity in which all of the equity owners are accredited investors.

As used in this memorandum, the term "net worth" means the excess of total assets over total liabilities. Under the recently enacted Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, individual investors who wish to qualify as "accredited investors" based on having a net worth that exceeds $1,000,000 may no longer include the value of their principal residence in calculating their net worth, nor need they exclude the mortgage debt secured by an excluded principal residence, except to the extent that the mortgage liability exceeds the fair market value of the residence. In determining income, a subscriber should add to the subscriber's adjusted gross income any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deduction claimed for depletion, contribution to an IRA or Keogh plan, alimony payments, and any amount by which income for long-term capital gains has been reduced in arriving at adjusted gross income.

Verification of Accredited Investor Status. Potential Investors who wish to subscribe for Units in the Offering will first be required to fill out an accredited investor questionnaire and submit additional information to verify accredited investor status in accordance with Rule 506(c) of Regulation D under the Securities Act. Specifically, the Company will require potential investors to provide one or more of the following information to verify that a natural person who purchases securities in such offering is an accredited investor:

(1) Accredited investors who wish to qualify based on the income test described in item 6 above may be required to submit an Internal Revenue Service form that reports the purchaser's income for the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040) and provide a written representation that he or she has a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year;

(2) Accredited investors who wish to qualify based on the net worth test described in item 5 above may be required to submit one or more of the following types of documentation

dated within the prior three months and obtain a written representation from the purchaser that all liabilities necessary to make a determination of net worth have been disclosed:

(A) With respect to assets: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, and appraisal reports issued by independent third parties; and

(B) With respect to liabilities: a consumer report from at least one of the nationwide consumer reporting agencies.

In order to comply with the net worth verification method provided under Rule 506(c) of Regulation D under the Securities Act, the relevant documentation must be dated within the prior three months of the sale of securities. If the documentation is older than three months, the Company may not rely on the net worth verification method, but may instead determine whether it has taken reasonable steps to verify the purchaser's accredited investor status under a principles-based method of verification.

(3) The Company may also consider and request written confirmation from one of the following persons or entities that the potential investor has taken reasonable steps to verify that it is an accredited investor within the prior three months and has determined that such potential investor is an accredited investor:

(A) A registered broker-dealer;

(B) An investment adviser registered with the Securities and Exchange Commission;

(C) A licensed attorney who is in good standing under the laws of the jurisdictions in which he or she is admitted to practice law; or

(D) A certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office.

In addition, prospective investors may be subject to additional information requests and certifications based on the Securities and Exchange Commission's "bad actor" rules that would disqualify securities offerings from the Rule 506(c) exemption if an issuer or other relevant persons have been convicted of, or are subject to court or administrative sanctions for, securities fraud or other violations of specified laws since the adoption of Rule 506(c). Relevant persons includes "any affiliated issuer; any director, executive officer, other officer participating in the offering, general partner or managing member of the issuer; any beneficial owner of 20% or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power; any promoter connected with the issuer in any capacity at the time of such sale; any investment manager of an issuer that is a pooled investment fund; any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities; any general partner or managing member of any such investment manager or solicitor; or any director, executive officer or other officer participating in the offering of any such investment manager or solicitor or general partner or managing member of such investment manager or solicitor."

The representations made by, and the information provided by, each prospective investor will be reviewed to determine his, her or its suitability, and the Company will have the unfettered right to refuse a subscription for Notes if, in its sole discretion, it believes that the prospective investor does not meet the applicable suitability requirements or the Notes are otherwise an unsuitable investment for the prospective investor.

Additional Criteria. In addition to the foregoing suitability standards, we cannot accept subscriptions from anyone if the representations required are either not provided or are provided but are inconsistent

with the suitability requirements of the Offering. In addition to the financial information we require, the representations we require of you state that you:

- Have received this Memorandum;
- Understand that no federal or state agency has made any finding or determination as to the fairness for investment in, nor made any recommendation or endorsement of, the Units; and
- Understand that an investment in the Company will not, in itself, create qualified retirement plan as described in the Internal Revenue Code and that you must comply with all applicable provisions of the Internal Revenue Code in order to create a qualified retirement plan.

You will also represent that you are familiar with the risk factors we describe and that this investment matches your investment objectives. Specifically, you will represent to us that you:

- Understand that there will be no public market for the Units, that there are substantial restrictions on repurchase, sale, assignment or transfer of the Units and that it may not be possible to readily to liquidate an investment in the Units; and
- Have investment objectives that correspond to those described elsewhere in this Memorandum.

You will also represent to us that you have the capacity to invest in the Units by confirming that:

- You are legally able to enter into a contractual relationship with us, and, if you are an individual, have attained the age of majority in the state in which you live; and
- If you are a manager of a trust, that you are the manager for the trust on behalf of which you are purchasing the Units, and have due authority to purchase Units on behalf of the trust.
- If you are purchasing as a fiduciary, you will also represent that the above representations and warranties are accurate for the person(s) for whom you are purchasing Units. By executing the subscription agreement, you will not be waiving any rights under the Securities Act or the Securities Exchange Act of 1934, as amended, or the Exchange Act.

DISCIPLINARY ACTION

As required by Regulation D under the Securities Act, material facts are provided below about any legal or disciplinary events that may be material to a potential Investor's evaluation of the Offering.

Ken Cooper is a member of CABIOS Athletic Company of Florida. This company did purchase RAC AC LLC in September of 2024. A lease dispute did arise between RAC AC LLC and the landlord. The outcomes are still pending.

The effect on KWC Global Partners or any of the Hawaii Limited Liability Companies mentioned in this prospectus will be nothing.

CERTAIN RISK FACTORS

Potential Investors should carefully consider the following factors, in addition to the other information contained in this Memorandum, in connection with investments in the Units offered hereby. This Memorandum contains certain forward-looking statements which involve risks and uncertainties. The Company's actual results could differ materially from those anticipated in the forward-looking statements as a result of certain factors, including those set forth below and elsewhere in this Memorandum. An investment in the Units offered hereby involves a high degree of risk and is suitable only for Investors who are able to afford to lose their entire investment and who are able to hold their investment for an indefinite period of time.

Risks Related to the Company

Start-up Company; No Operating History. The Company was formed in July 2025 to provide quality tennis, pickleball, padel, and fitness industry products as well as services. As such, the Company has no operating history. There can be no assurance any of the Company's activities will be successful or generate sufficient revenues to produce a return on any investment in the Units.

Failure to meet user expectations or deliver expected performance could result in losses, lawsuits and negative publicity, which will harm our business. If the mutual fund products and services offered by the Company fail to perform in the manner expected by our customers, then our revenues may be delayed or lost due to adverse user reaction, negative publicity about us and/or the product, which could adversely affect our ability to attract or retain users. Furthermore, disappointed customers may initiate claims for substantial damages against us, regardless of our responsibility for such failure. Significant lawsuits against us could subject us to significant judgments and damage our reputation. In addition, a partially or completely uninsured claim against us could have a material adverse effect on our business, financial condition and results of operations.

The Company's actual financial results may vary significantly from the projections included in this Memorandum. The financial projections included in this Memorandum reflect numerous assumptions concerning the Company's anticipated future performance and prevailing and anticipated market and economic conditions which are beyond its control and may not materialize. Although management believes that the assumptions underlying the projections are reasonable, projections are inherently subject to uncertainties and to a wide variety of significant business, economic and competitive risks. Actual results may vary significantly from those contemplated by the financial projections included herein. In addition, unanticipated events and circumstances occurring subsequent to the preparation of the projections may further affect the Company's actual financial results. Actual results achieved throughout the periods covered by the projections necessarily will vary from the projected results, and these variations may be material and adverse. The projections should only be considered in light of all the other information contained in this Memorandum, including the assumptions and qualifying language contained in this paragraph and the other risk factors set forth in this Memorandum.

The Company's future growth may require additional capital, which may not be available. The Company's operations may require additional capital. The Company may be required to seek additional capital, whether from sales of equity or debt or bank borrowings, for the future growth and development of its business. The Company can give no assurance as to the availability of such additional capital or, if available, whether it would be on terms acceptable to the Company. If the Company is not successful in obtaining sufficient capital, it could reduce the Company's sales and may adversely affect its future growth and financial results.

There are potential conflicts of interest. The Company has the authority to engage various contracting parties, which may be affiliates of the Company or the Managers. As such, the Company may have a conflict of interest between its responsibility to managing the business for the benefit of the Company and its investors and its direct and indirect affiliates' interests in establishing and maintaining relationships with the Company and in obtaining compensation for services rendered to the Company. With respect to such affiliates, there may be an absence of arms' length negotiations with respect to the fee structure of the Company.

Political and economic factors may adversely affect the Company's business and financial results. Trade, monetary and fiscal policies, and political and economic conditions may substantially change. When there is a slowdown in the economy, employment levels and interest rates may decrease with a corresponding impact on the Company's business. Customers may react to worsening conditions by reducing their participation in the Company's products and services. If any of these circumstances remain in effect for an extended period of time, there could be a material adverse effect on the Company's financial results.

Our business and operations are subject to rapid change. If we fail to effectively manage the changing market, our business and operating results could be harmed. Our business is subject to rapid change in terms of the scope of our operations and the industry in which we operate. This change may place significant demands on our management, as well as our financial and operational resources. If we do not effectively manage changes in the market and their effects on our business, the efficiency of our operations and the quality of our services could suffer, which could adversely affect our business and operating results. To effectively manage these changes, we will need to continue to:

- implement appropriate operational, financial and management controls, systems and procedures;
- adapt the nature and scope of our services;
- change our sales, marketing and distribution infrastructure and capabilities; and ● provide adequate training and supervision to maintain high quality standards.

If our security measures are breached, our products and services may be perceived as not being secure, and advertisers may curtail or stop using our advertising network, and we may incur significant legal and financial exposure. Our products and services involve the storage and transmission of proprietary customer information, and security breaches could expose us to a risk of loss of this information, litigation, and potential liability. Our security measures may be breached due to the actions of outside parties, employee error, malfeasance, or otherwise, and, as a result, an unauthorized party may obtain access to our data or our users' or customers' data. Additionally, outside parties may attempt to fraudulently induce employees, users, or customers to disclose sensitive information in order to gain access to our data or our customers' data. Any such breach or unauthorized access could result in significant legal and financial exposure, increased costs to defend litigation or damage to our reputation, and a loss of confidence in the security of our products and services that could potentially have an adverse effect on our business. Because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and often are not recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. If an actual or perceived breach of our security occurs, the market perception of the effectiveness of our security measures could be harmed and we could lose users and customers. If an actual breach occurs legal and financial damages could be substantial.

We are reliant on our Board. With the exception of day-to-day decisions, the Board will be responsible for all decisions on behalf of the Company. The Board has appointed officers to oversee the day-to-day

operations of the Company. Investors, in their capacity as such, will not generally make any investment or other decisions on behalf of the Company. Investors will be relying on the management expertise of the Board and the officers in identifying, acquiring, developing, owning, operating, maintaining and managing our business operations. In the event one or more of the directors or Managers for any reason ceases to be actively involved in the direction and/or management of the Company, our performance could be adversely affected.

The Company would be adversely affected by the loss of key personnel. The Company is substantially dependent on the services of its Managers and officers. In the event of the death, disability, departure or insolvency of any of the Managers or the officers, the business of the Company may be adversely affected. The Manager and officers will devote such time and effort as they deem necessary for the management and administration of the Company's business. However, they may continue to engage in various other business activities in addition to managing and operating the Company and, consequently, may not devote their complete time to the Company's business. The Managers' and officers' past performance cannot be relied upon as an indicator of future performance.

Risks Related to the Offering

We may never make distributions. Although we hope to be able to make distributions to our members, payment of distributions is premised on our achieving certain financial benchmarks which we may never attain. Accordingly, there is no guarantee that any Investor will receive distribution in relation to its investment in the Units.

The Offering price of the Units has been arbitrarily determined. The Offering price of the Units being offered hereby has been arbitrarily determined by the Company and has no relationship to book value, assets, earnings or any other accepted criterion of value. No federal or state agency has made any finding or determination as to the fairness for investment nor any recommendation or endorsement of the Units. Accordingly, the price per Unit should not be considered as an indication of the actual value of the Units.

There is no trading market for the Units, and the Units have limited liquidity. There is no trading market for the Units and we do not anticipate that an active market will develop. Because you may be unable to sell the Units, you should consider whether you may need to liquidate your investment in the future. You should be prepared to hold any Units purchased in this Offering for an indefinite period of time. There are certain limitations on the transfer of the Units. The Units will not be registered under the Securities Act, and will be offered and sold in reliance upon certain exemptions from registration included in the Securities Act. Members of the Company will not have the right to require registration of the Units nor is it likely or contemplated that such registration will take place. In addition, transferability of the Units is restricted by the Company's Operating Agreement.

Investors will have no right to participate in management. Investors will not have a right to participate in the management of the business of the Company. Accordingly, no potential investor should purchase any of the Units offered hereby unless he or she is willing to entrust all aspects of management of the Company to management of the Company.

Certain economic changes and events could have a substantial adverse effect on the Company's operations. The timing of any economic changes is uncertain, and weakness in the economy could have an adverse effect on our business and result in reductions in our revenues or the cash flows available to us.

Investments in small capitalization companies may present greater risks than investments in larger, more established companies. Investments in securities of companies with smaller revenues and capitalizations

may offer greater opportunity for capital appreciation than larger companies, but investments in such companies present greater risks than investments in securities of larger, more established companies.

Low levels of initial capitalization may limit investors' ability to recover their investments from the capital and assets of the Company. As of the date of the Offering, only nominal equity investments in the Company have been made by the current Members of the Company. To the extent the Company is unable to generate revenues from its business operations, the Company may possess insufficient equity capital and assets to which Investors will be able to look to recover all or any portion of their investment.

Failure to comply with applicable federal and state securities laws may result in litigation and losses that causes a substantial adverse effect on the Company's operations. This Offering has not been registered under the Securities Act of 1933, as amended, (the "1933 Act") in reliance on the exemptive provisions of Section 4(2) of the 1933 Act and Regulation D promulgated thereunder. Similar reliance has been placed on exemptions from securities registration requirements under various state securities laws. No assurance is given that the Offering currently qualifies or will continue to qualify under one or more of those exemption provisions due to, among other things, the adequacy of disclosure and the manner of distribution, the existence of similar offerings in the past or in the future, or the retroactive change of any securities law or regulation. If, and to the extent that, claims or suits for rescission are brought and successfully concluded for failure to register this Offering or other offerings or for acts or omissions constituting offenses under the 1933 Act, the Securities Exchange Act of 1934, as amended (the "1934 Act"), or applicable state securities laws, the Company could be materially and adversely affected, jeopardizing the ability of the Company to operate successfully. Furthermore, the human and capital resources of the Company could be adversely affected by the need to defend actions under these laws, even if the Company is ultimately successful in its defense.

To the extent legislation and/or regulations related to the Patriot Act, money laundering and terrorism prevention are found to be or become applicable to investment in the Units, the Company may be required to share information about investors with governmental authorities and impose additional restrictions on the transfer of Units. The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act"), signed into law on and effective as of October 26, 2001, requires that financial institutions, a term that includes banks, broker-dealers and investment companies, establish and maintain compliance programs to guard against money laundering activities. The Patriot Act requires the Secretary of the U.S. Treasury (the "Treasury") to prescribe regulations in connection with anti-money laundering policies of financial institutions. The Federal Reserve Board, the Treasury and the SEC are currently studying what types of investment vehicles should be required to adopt anti-money laundering procedures, and it is unclear at this time whether such procedures will apply to investment vehicles such as the Company. It is possible that there could be promulgated legislation or regulations that would require the Company or service providers to the Company, in connection with the establishment of anti-money laundering procedures, to share information with governmental authorities with respect to Investors in the Units. Such legislation and/or regulations could require the Company to implement additional restrictions on the transfer of the Units. The Company reserves the right to request such information as is necessary to verify the identity of Investors in the Units and the source of the payment of subscription monies, or as is necessary to comply with any customer identification programs required by Financial Crimes Enforcement Network and/or the SEC or as is required under any anti-money laundering legislation and regulation of the United States. In the event of delay or failure by the applicant to produce any information required for verification purposes, an application for or transfer of the Units and the subscription monies relating thereto may be refused.

The Company does not provide an attorney or accountant representation to investors. We are not providing Investors with representation by attorneys and accountants. The Company and the Manager are not represented by separate counsels. The legal counsel and accountants for the Company have not been

retained, and will not be available, to provide legal counsel or tax advice to Investors. Therefore, prospective Investors should retain their own legal and tax advisors.

ULTIMATE RISK. ULTIMATELY, FOR ANY OF THE ABOVE REASONS, OR FOR ANY OTHER REASON NOT LISTED, OR ANY COMBINATION OF POSSIBLE REASONS, THE INVESTOR ASSUMES FULL LIABILITY FOR ITS INVESTMENT. THE INVESTMENT MAY BE LOST IN ITS ENTIRETY OR MAY NEVER BE REPAID, THUS REQUIRING THE INVESTOR TO HOLD THE INVESTMENT WITH THE COMPANY FOR AN INDEFINITE AND/OR INFINITE PERIOD. THE COMPANY'S EFFORTS DO NOT GUARANTEE, OFFER, IMPLY, OR WARRANT ANY TYPE OF ABSOLUTE SECURITY AGAINST COMPLETE LOSS OF INVESTMENT OR AN INFINITE PERIOD OF NONREPAYMENT.

THE FOREGOING LIST OF RISK FACTORS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS AND OTHER FACTORS INVOLVED IN THIS OFFERING. POTENTIAL INVESTORS SHOULD READ THIS MEMORANDUM IN ITS ENTIRETY BEFORE DECIDING TO INVEST IN THE COMPANY.

USE OF PROCEEDS

The following table contains information about the estimated use of the proceeds of this Offering.

Estimated Use of Proceeds	**Amount**	**Percentage**
Commission for offering	$150	2%
Start-up cost	$300	4%
Working capital, including employee compensation	$7000	92%
Out of pocket startup cost (legal, planning, research)	$150	2%
	$0	0%
Totals:	**$7,500**	**100%**

FINANCIAL STATEMENTS

Because the Company has no operating history, no financial statements of the Company have been prepared or included as of the date of this Memorandum; however, financial pro-formas based on the Company's projections based on the Company achieving certain performance milestones are attached to this Memorandum as **Exhibit E**. Accordingly, prospective Investors will be required to make their investment decision without any historical financial information regarding the Company. The projections included herein were not prepared with a view toward compliance with published guidelines of the American Institute of Certified Public Accountants or the SEC or generally accepted accounting principles and have not been examined, reviewed or compiled by independent auditors. The projections included herein represent the Company's best estimate, as of the date hereof, of the Company's results of operations based on the performance milestones set forth therein. The projections are based upon a number of assumptions, some of which may not materialize, and unanticipated events may occur which could affect the actual results achieved by the Company during the period covered by the projections. Consequently, actual results will vary from the projections and these variations may be material. Prospective Investors are cautioned not to place undue reliance on the projections. The Company does not intend to update or otherwise revise the projections to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

CONFLICTS OF INTEREST

The Company has the authority to engage various contracting parties, which may be affiliates of the Company or the Managers. As such, the Company may have a conflict of interest between its responsibility to manage the business for the benefit of the Company and its investors and its direct and indirect affiliates' interests in establishing and maintaining relationships with the Company and in obtaining compensation for services rendered to the Company. With respect to such affiliates, there may be an absence of arms' length negotiations with respect to the fee structure of the Company.

LEGAL PROCEEDINGS INVOLVING RELATED PARTIES

There are no material pending legal proceedings to which the Company is a party; nor are there material adverse proceedings known to the Company being contemplated by any governmental authority; nor are there material proceedings known to the Company, pending or contemplated, in which any manager, officer or affiliate or any proposed principal security holder of the Company has an interest adverse to the Company.

U.S. FEDERAL INCOME TAX CONSEQUENCES

The following discussion is a summary of certain material U.S. federal income tax consequences of the acquisition of Units by U.S. Holders (as defined below). It is intended as general information only. The discussion is based upon the existing provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations issued thereunder ("Treasury Regulations"), published rulings and judicial decisions in effect as of the date of this Memorandum, any of which could be changed at any time. There can be no assurance that the Internal Revenue Service ("IRS") will not take a contrary view, and no ruling from the IRS has been, or will be, sought on the issues discussed herein. Legislative, judicial or administrative changes or interpretations may be forthcoming that could alter or modify the statements and conclusions set forth herein. Any such changes or interpretations may or may not be retroactive and could affect the tax consequences discussed below. This discussion applies only to a person who is (i) a citizen or resident of the United States for U.S. federal income tax purposes, (ii) a corporation, partnership or other entity created or organized under the laws of the United States or any political subdivision thereof, (iii) an estate, the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source or (iv) a trust if (a) a U.S. court can exercise primary supervision over the administration of such trust and (b) one or more U.S. fiduciaries has the authority to control all of the substantial decisions of such trust (a "U.S. Holder").

The summary is not a complete analysis or description of all potential U.S. federal tax considerations that may be relevant to, or of the actual tax effect that any of the matters described herein will have on, particular U.S. Holders, and does not address foreign, state, local or other tax consequences. This summary does not purport to address special classes of taxpayers (such as S corporations, mutual funds, insurance companies, financial institutions, small business investment companies, foreign companies,

nonresident alien individuals, regulated investment companies, broker-dealers and tax-exempt organizations) who are subject to special treatment under the U.S. federal income tax laws, or persons that hold Units that are a hedge against, or that are hedged against, currency risk or that are part of a straddle or conversion transaction, persons whose functional currency is not the U.S. dollar or to persons who have received their Units as compensation. Furthermore, estate and gift tax consequences are not discussed herein. No opinion of counsel or ruling from the IRS will be requested with respect to any of the matters discussed herein. The discussion assumes that the Units will be held as capital assets within the meaning of Section 1221 of the Code.

BECAUSE INDIVIDUAL CIRCUMSTANCES MAY DIFFER, EACH INVESTOR IS STRONGLY URGED TO CONSULT ITS OWN TAX ADVISOR WITH RESPECT TO ITS PARTICULAR TAX SITUATION AND AS TO ANY U.S. FEDERAL, FOREIGN, STATE, LOCAL OR OTHER TAX CONSIDERATIONS (INCLUDING ANY POSSIBLE CHANGES IN TAX LAW) AFFECTING THE PURCHASE OF UNITS.

Classification of the Company. The Company expects to be treated as a partnership under Code. Since the Company also expects the Company to be treated as an entity disregarded for federal income tax purposes, all of the income and losses of the Company will be passed through to, and reported by, the members of the Company on an annual basis. The cash available to the Company for distribution to the members may be less than the taxable income to be recognized by the members and, possibly, less than the tax liability of the members on such income.

The U.S. federal income tax consequences to a member will depend, among other things, upon the classification of the Company as a partnership, rather than as an association taxable as a corporation, for U.S. federal income tax purposes. Assuming the Company is treated as a partnership for U.S. federal income tax purposes, it will not be subject, as an entity, to U.S. federal income tax. Instead, as discussed more fully below, each member will take into account its distributive share of the income, gains, losses, deductions and credits of the Company in determining its U.S. federal income tax liability. Such items must be reported on the U.S. federal income tax return of each member, whether or not cash distributions are made to such member.

Unless the Company were to be treated as a publicly-traded partnership ("PTP"), which, as discussed below, is not anticipated, it should not be treated as a corporation for U.S. federal income tax purposes. Under the Treasury Regulations, a domestic business entity that is not incorporated will be classified as a partnership for U.S. federal income tax purposes until it elects otherwise. The Company does not intend to make any election for this purpose and, therefore, will be treated as a partnership for U.S. federal income tax purposes.

The foregoing rules in respect of partnership status do not apply to PTPs. Under Code Section 7704, certain PTPs are taxable as corporations. A PTP is defined, for this purpose, to mean any partnership if (i) interests in such partnership are traded on an established securities market or (ii) interests in such partnership are readily tradable on a secondary market (or the substantial equivalent thereof). Units are not expected to be traded on an established securities market nor are they expected to be readily tradable on a secondary market (such as an over-the-counter market). Therefore, the determination of whether the Company is a PTP will depend on whether Units are traded on the "substantial equivalent" of a secondary market. Regulations concerning the classification of partnerships as publicly traded partnerships provide certain safe harbors under which interests in a partnership will not be considered readily tradable on a secondary market (or the substantial equivalent thereof). The Company should qualify for a safe harbor

exemption for partnerships that are offered to investors in a private placement and may qualify for other exceptions from the publicly traded partnership rules.

Allocations of Income, Gains, Losses, Deductions and Credits. Assuming, as discussed above, that the Company is treated for U.S. federal income tax purposes as a partnership, each member will be treated as a partner for such purposes. As a result, the Company will not be subject, as an entity, to U.S. federal income tax. Instead, each member will take into account its distributive share of the income, gains, losses, deductions and credits of the Company in determining its U.S. federal income tax liability. All such items are deemed to pass from the Company to the members on the last day of the taxable year of the Company. Although the Company should not be subject to U.S. federal income tax, it must file a U.S. federal information return in which it reports its income, gains, losses, deductions and credits for each taxable year. Such items must be reported on the U.S. federal income tax return of each member, whether or not cash distributions are made to such member. Consequently, a holder of Units may be allocated income from the Company although he has not received a cash distribution in respect of such income. As noted above, the income and loss from the Company's operations will be passed through to the Company and its members for U.S. federal income tax purposes.

A member's ability to deduct losses allocated to him by the Company is subject to a number of limitations including the basis limitation, the at-risk limitation and the limitation on passive activity losses. All of the applicable limitations must be applied before a loss deduction may be allowed to the member. These rules may result in the disallowance of a loss or, in some cases, the suspension of a loss until a later tax year.

A member must treat items allocated to it from the Company in a manner consistent with the Company's treatment of those items, unless the member notifies the IRS of inconsistent treatment. Information necessary for members to prepare their annual tax returns will be furnished by the Company after the close of the Company's taxable year.

Distributions. As discussed above, a member will be taxed on its distributive share of the taxable income of the Company, whether or not any income or capital is distributed to the member. Cash distributions from the Company normally should not result in further taxable income to a member. If cash distributions in any year exceed a member's distributive share of the Company's taxable income for such year, the excess amount initially will be treated as a return of capital to the extent of the member's basis, and will not constitute taxable income to that extent, but will reduce a member's adjusted tax basis in its Units. Any amounts distributed in excess of the member's adjusted tax basis generally will be treated as gain from the sale or exchange of a membership interest. The taxation of such gain will be subject to the same kinds of considerations as are discussed under "Disposition of Units" below.

Disposition of Units. In general, on a sale or other taxable disposition of a Unit, a member will realize gain or loss equal to the difference between the amount realized on the disposition and the adjusted tax basis for such member's Unit. The amount realized on the disposition of a member's Unit will include cash and other non-cash proceeds of the sale plus the member's allocable portion of the Company's nonrecourse debt. As a result, a member's gain on the sale of a Unit may exceed the amount of cash proceeds received in the sale. It is possible that the tax due on such gain will exceed the cash proceeds of the sale. In that event, the member will be required to pay tax from other personal resources. If the Unit is a capital asset of a member, the gain or loss resulting from the sale or other taxable disposition should generally be treated as long-term capital gain or loss, if the Unit is held for more than one year. However, ordinary income treatment will apply to the portion of such gain that represents substantially appreciated

inventory, depreciation and other cost recovery recapture and unrealized receivables of the Company. The deductibility of capital losses is subject to limitations.

Basis of Units. The adjusted tax basis of the Units is important in determining the taxation of distributions by the Company to the members, the gain or loss realized on disposition of interests, the tax consequences to members on liquidation or termination of the Company and the amount of any losses of the Company that a member may deduct. Each member will have a single tax basis in its Units.

The tax basis of Units in the Company generally will equal the sum of the member's capital contributions to the Company and the member's share of the Company's taxable income and certain other items (described in Code Section 705(a)(1)), and will be reduced (but not below zero) by distributions of cash and other property from the Company and the member's share of the Company's losses and other items (described in Code Section 705(a)(2)). The tax basis of Units is increased by a member's share of increases in nonrecourse liabilities of the Company and is reduced by decreases in a member's share of nonrecourse liabilities of the Company which decreases are treated as distributions by the Company.

Dissolution and Liquidation of the Company. On dissolution of the Company, any remaining assets of the Company may be sold, which may result in the recognition of taxable gain to the members. Distributions of cash or assets in complete liquidation of the Company will be treated first as a return of capital and thereafter as a capital gain, to the extent of the amount of cash distributed in excess of a member's basis in its Units. Generally, on liquidation or termination of the Company, income will be recognized by a member only to the extent that cash distributed exceeds such member's adjusted basis in its Units at the time of distribution. The adjusted basis of any property (other than cash) distributed to each member generally would equal such member's adjusted tax basis in its Units reduced by the amount of cash distributed in the transaction.

Company Return and Audit Procedures. While no U.S. federal income tax is required to be paid by a partnership, a partnership must nevertheless file U.S. federal information returns. These information returns are subject to audit by the IRS. If the IRS challenges the treatment of any membership item, a member's tax liability with respect to such item will be determined at the Company level in a unified partnership proceeding rather than in separate proceedings with the members. The Tax Matters Member has the primary responsibility for representing the Company before the IRS. The Tax Matters Member also has the power to extend the statute of limitations for all members as to Company items.

IRS CIRCULAR 230 DISCLOSURE: TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT REGULATIONS, YOU ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THIS MEMORANDUM; AND (C) YOU SHOULD SEEK ADVICE BASED ON YOUR OWN PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

DISTRIBUTION POLICY

We have not made any distributions. Although the Company hopes to be able to make distributions to its Members, such distributions are premised on the Company achieving certain financial benchmarks which the Company may never attain. Accordingly, there is no guarantee that any Investor will ever receive distributions in relation to its investment in the Units. Furthermore, other than liquidation distributions, any distributions made by the Company will be at the sole and absolute discretion of our Manager after taking into account various factors, including our financial condition, operating results and current and anticipated cash needs.

RESTRICTIONS ON TRANSFER

We have not registered the Units under the Securities Act of 1933, as amended, or any state securities laws. We offer these securities in reliance on certain exemptions from registration contained in the Securities Act and applicable state laws. As a consequence, purchasers may not sell these securities unless they are subsequently registered under the Securities Act and applicable state laws or an exemption from such registration is available. Accordingly, any purchaser must bear the economic risk of investment in the shares for an indefinite period of time.

We will restrict the sale or assignment of the Units by (i) placing a legend on all certificates, if any, evidencing the Units stating that we have not registered the Units evidenced by such certificate under the Securities Act or any state laws and that the holder may not sell or assign the Units without registration or an available exemption therefrom, according to an opinion of counsel acceptable to us, (ii) referring to the above-described restrictions in our stop transfer records, and (iii) requiring each purchaser, in the Subscription Agreement, to represent that the purchaser will not sell or assign the Units without registration under the Securities Act and applicable state laws, or appropriate exemptions therefrom.

In addition, the transferability of the Units is restricted by the Operating Agreement, and the certificates representing the Units, if any, will contain a legend to that effect.

DOCUMENTS AVAILABLE FOR INSPECTION

Statements made in this Memorandum as to the contents of any document or agreement are not necessarily complete, each statement being qualified in all respects by such reference. Such statements, however, contain a fair summary of the material portions of such documents or agreements. Prospective Investors and their investment advisors and purchaser representatives should call Ken Cooper at (808) 269-9328 regarding any materials available relating to the Company's business, the Company or the Units. The Company will answer all inquiries from prospective Investors or their investment advisors and purchaser representatives concerning the above matters and any other matters relating to the creation of the Company or the Offering and sale of Units.

CAPTIONS, PRIORITY AND GENDER

Captions are inserted in this Memorandum solely for organizational convenience and such captions may not necessarily be indicative of all the information that may be contained under a particular caption. The order in which information appears in this Memorandum does not indicate any priority or materiality or importance with respect to the matters discussed. All material appearing in this Memorandum should be carefully considered by prospective Investors. As used herein, the masculine gender shall include the feminine and neuter genders.

HOW TO SUBSCRIBE FOR UNITS

A purchaser of Units must complete, date, execute, and deliver to the Company the following documents, as applicable.

- A Confidential Investor Suitability Questionnaire;
- An original signed copy of the appropriate Subscription Agreement;
- An executed signature page to the Operating Agreement; and
- A check payable to KWC GLOBAL PARTNERS, LLC in the amount of total purchase price for the Units purchased by such purchaser as called for in the Subscription Agreement. Or, an EFT Transfer to an account agreed upon between both parties.

OTHER MATTERS

Minimum Offering Amount; Escrow. The closing of this Offering is conditioned upon issuance of 100,000 units and $7,500. None of the monies will be held in Escrow.

Plan of Placement. The Units are being offered directly by the Manager and officers of the Company on the terms and conditions set forth in this Memorandum. Units may also be offered by registered brokers and dealers. If registered brokers and dealers are used, the Company may pay commissions to such selling agents of up to 2% of the amounts raised. The Company will use its best efforts to sell the Units to investors. There can be no assurance that all or any of the Units offered will be sold.

Memorandum Not Updated. The information contained in this Memorandum is intended to be accurate as of its date but may be subject to change. The delivery of this Memorandum (and any supplement) at any time does not imply that the information herein is correct at any time subsequent to the date of the Memorandum (or any supplement). The delivery of this Memorandum or any supplement will not create any implication under any circumstances that there has been no change in the facts set forth in the Memorandum or any supplement since the date hereof. Each prospective investor is urged to confirm with the company to determine whether any change has occurred. Updated information will be made available by the Company upon request.

Legal Matters. A legal firm has yet to be retained but will be located in Honolulu, Hawaii. These attorneys do not represent any prospective investor with respect to the Offering of the Units and will not review the appropriateness of this Memorandum in light of the circumstances of any individual or group of investors.

USA Patriot Act Compliance. The Patriot Act, adopted in the wake of the events of September 11, 2001, requires that all financial institutions, including private investment funds such as the Company, implement policies and procedures ("PA Programs") designed to guard against and identify money laundering activities. Under the Patriot Act and the Company's own PA Program adopted pursuant to the Patriot Act, the Company is required to confirm the identity of each prospective investor to the extent reasonable and practicable, including the principal beneficial owners of an investor, if applicable. New investors, and additional capital from existing investors, can be accepted only after the Company has confirmed the identity of the investor and the principal beneficial owners of the investor, if applicable, unless the Company concludes that it can rely on the diligence of a third party with respect to such investor.

The Company is required to undertake enhanced due diligence procedures prior to accepting investors it believes may present high risk factors with respect to money laundering activities. Examples, although not comprehensive, of persons posing high risk factors are persons resident in or organized under the laws of a "non-cooperative jurisdiction" or other jurisdictions designated by the United States Department of the Treasury as warranting special measures due to money laundering concerns, and any person whose capital contributions originate from or are routed through certain banking entities organized or chartered in a non-cooperative jurisdiction.

In addition, the Company is prohibited from accepting subscriptions from or on behalf of (a) persons on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Asset Control, (b) the Annex to Executive Order 13224, (c) such other lists as may be promulgated by law or regulation and (d) foreign banks unrelated to the jurisdiction in which they are domiciled or which have no physical presence.

The Company may be required to undertake additional actions to guard against and identify moneylaundering activities, when final regulations under the Patriot Act are adopted by the United States Department of the Treasury. The requirements for the Company to guard against and identify money laundering activities in deciding whether to accept subscriptions are in addition to the discretion that the Company has in deciding whether to accept subscriptions.

Additional Information. Upon request of a prospective Investor, the Company will make available to such Investor the opportunity to ask questions and receive answers concerning the terms and conditions of this Offering. Further, the Company will, subject to confidentiality agreements and other considerations, obtain and make available additional information reasonably requested by such Investor to the extent the Company possesses such information and can acquire it without unreasonable effort or expense, necessary to verify the accuracy of any of the information concerning the terms and conditions of the Offering or any of the transactions referred to herein. Prospective Investors wishing to inquire about the Company are invited to contact KWC GLOBAL PARTNERS, LLC, 1003 Bishop Street, Suite 2700 PMB 516, Honolulu, Hawaii, 96813
Attention: Ken Cooper
Phone (808) 269-9328
Email-kenc@thekwcglobal.com

EXHIBIT A

CONFIDENTIAL INVESTOR QUESTIONNAIRE

[see attached]

Exhibit A

CONFIDENTIAL INVESTOR QUESTIONNAIRE

KWC GLOBAL PARTNERS, LLC
A Hawaii Limited Liability Company

INSTRUCTIONS:

1. In order to assure compliance with applicable federal law, it is necessary to obtain information regarding the financial position and experience of investors in the Company. Please complete this Confidential Investor Questionnaire.

2. Please return the completed Confidential Investor Questionnaire to:

   KWC GLOBAL PARTNERS, LLC
   1003 Bishop Street Suite 2700 PMB 516
   Hono;u;lu, HI 96813 Attention:
   Ken Cooper
   Telephone: (808) 269-9328
   Email: kenc@thekwcglobal.com

3. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Subscription Agreement.

PART I. GENERAL INFORMATION (attach additional sheets if necessary) To be completed by all Investors.

1. Name: _____

_____

2. Address:

Business: _____

_____

Residence: _____

_____

Note: The Company may deliver time-sensitive documents by overnight service. Please provide the Company with a street address since overnight service will not deliver to post office boxes.

3. Telephone:

(_____ _____ Business:)

(_____ _____ Residence:)

4. Date of _____ Birth:
(to be completed by individual Investors)

5. Marital status: _
(to be completed by individual Investors)

6. Social Security Number or Federal Employer Identification Number:

_____

7. The undersigned is *(check the applicable subparagraph)*:

☐ A United States Person; or

☐ A non-United States Person.

For purposes of this Confidential Investor Questionnaire, "United States Person" or "U.S. Person" means (A) any natural person resident in the United States; (B) any partnership or corporation organized or incorporated under United States laws; (C) any estate of which any executor or administrator is a U.S. Person; (D) any trust of which any trustee is a U.S. Person; (E) any agency or branch of a foreign entity

located in the United States; (F) any non-discretionary account (other than an estate or trust) held by a dealer or other fiduciary for the benefit of a U.S. Person; (G) any discretionary account (other than an estate or trust) held by a dealer or other fiduciary incorporated or resident in the United States; and (H) any partnership or corporation organized or incorporated under the laws of any foreign jurisdiction and formed by a U.S. Person principally for the purpose of investing in unregistered securities (unless owned by accredited investors who are not natural persons, estates or trusts). A "non-United States Person" means any person other than a United States Person.

PART II. INVESTMENT REPRESENTATIONS

To be completed by all Investors.

A. Legal Structure of Investor (*INDIVIDUALS SHOULD SKIP*)

1. The Investor has been duly formed and is validly existing and has full power and authority to invest in the Company. The person signing on behalf of the undersigned has the authority to execute and deliver the Subscription Agreement on behalf of the Investor and to take other actions with respect thereto.

2. Indicate the form of entity of the undersigned:

☐ Limited Partnership

☐ General Partnership

☐ Corporation

☐ Limited Liability Company

☐ Revocable Trust (If the trust does not have $5 million in assets or if the trust was specifically formed for the purpose of this investment, identify each grantor and indicate under what circumstances the trust is revocable by the grantor. Also indicate the category in Section B below that describes how each such grantor is qualified as an "Accredited Investor"):

_____

_____

(Continue on a separate piece of paper, if necessary.)

☐ Other type of Trust (indicate type of trust and, for trusts other than pension trusts, name the grantors and beneficiaries):

_____

_____

(Continue on a separate piece of paper, if necessary.)

☐ Other form of organization (indicate form of organization): _____

3. The approximate date the undersigned entity was formed: _____

4. State of principal place of business: _____

5. Country of organization:

_____

B. Verification of Status as an "Accredited Investor"

In order for the Company to offer and sell the Units in conformity with state and federal securities laws, the following information must be obtained regarding your investor status.

If an *INDIVIDUAL*, please answer the following items:

☐ (1) ☐ The Investor is a natural person whose net worth, either individually or
True False jointly with such Investor's spouse, exceeds $1,000,000; or

☐ (2) ☐ The Investor is a natural person who had an income in excess of $200,000,
True False or joint income with such Investor's spouse in excess of $300,000, in each of the two most recent years and reasonably expects to have income reaching the same level in the current year; or

☐ ☐ (3) The Investor is a director, executive officer, or manager of the Company or an
True False executive officer of the Company.

The term "net worth" means the excess of total assets over total liabilities. Under the recently enacted Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, individual Investors who wish to qualify as "accredited investors" based on having a net worth that exceeds $1,000,000 may no longer include the value of their principal residence in calculating their net worth, nor need they exclude the mortgage debt secured by an excluded principal residence, except to the extent that the mortgage liability exceeds the fair market value of the residence.

In determining individual "income," the Investor should (i) add to the Investor's individual adjusted gross income (exclusive of any spousal income) any amounts attributable to tax exempt income received, losses claimed as a member in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan to the extent vested, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income and (ii) subtract from the Investor's individual adjusted gross income any unrealized capital gain.

If *NOT AN INDIVIDUAL (e.g. partnership, corporation, or limited liability company)*, please check each category that is applicable:

☐ (1) The Investor is a corporation, a partnership, a limited liability company, a Massachusetts or similar business trust, or an organization described in Section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of acquiring the Units, with total assets in excess of $5,000,000;

☐ (2) The Investor is a bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity;

☐ (3) The Investor is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934;

☐ (4) The Investor is an insurance company as defined in Section 2(13) of the Securities Act;

☐ (5) The Investor is an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

☐ (6) The Investor 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;

☐ (7) The Investor is a plan established and maintained by a state, its political subdivisions,

or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, and such plan has total assets in excess of $5,000,000;

☐ (8) The Investor is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, and (i) the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or (ii) the employee benefit plan has total assets in excess of $5,000,000 or, (iii) if a self-directed plan, the investment decisions are made solely by persons that are accredited investors;

☐ (9) The Investor is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

☐ (10) The Investor is a manager of the Company;

☐ (11) The Investor is a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Units, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company;

☐ (12) The Investor is an entity in which all of the equity owners qualify under any of the above categories (including the categories for individuals listed in the immediately preceding section). If the undersigned belongs to this investor category only, list the equity owners of the undersigned, and the investor category which each such equity owner satisfies:

_____

_____

(Continue on a separate piece of paper, if necessary.)

C. <u>Please Answer the Following for Compliance with the Investment Company Act of 1940, as amended (the "*1940 Act*"):</u>

1. Please check one:

☐ (1) The Investor is not an investment company as defined in Section 3(a) of the 1940 Act, other than by reason of an exclusion from the definition of an investment company by either Section 3(c)(1) or 3(c)(7) of the 1940 Act.

☐ (2) The Investor is an investment company as defined in Section 3(a) of the 1940 Act.

☐ (3) The Investor would be an investment company but is excluded from the definition of an investment company under either Section 3(c)(1) or Section 3(c)(7) of the 1940 Act.

2. Please provide the appropriate number in the blank below if you checked box (3) in question 1 above:

Assuming for purposes of this Subscription Agreement that the Investor will acquire 10% OR MORE of the limited liability company membership units of the Company that will be outstanding upon acceptance of this Subscription Agreement by the Company, then the Investor hereby represents to the Company that as of the date hereof and on the date of the

Closing, the number of "beneficial owners" of the Investor's securities do and shall not exceed _____ ***(please supply appropriate number)***. For the purposes hereof, "beneficial owner" shall have the meaning ascribed to it Rule 13d-3(a) promulgated by the Securities and Exchange Commission under the Securities and Exchange Act of 1934, relevant excerpts of which are attached hereto as Annex A.

D. Verification of Status as an Employee Benefit Plan *(SKIP IF AN INDIVIDUAL)*:

The undersigned is:

☐ True ☐ False (1) an employee benefit plan (as defined in section 3(3) of ERISA), whether or not it is subject to the provisions of Title I of ERISA; or

☐ ☐ (2) a plan described in section 4975(e)(1) of the Internal Revenue Code; or

☐ ☐ (3)

☐ True ☐ False (4) an entity which is deemed to be a "benefit plan investor" under the Final Regulation of the Department of Labor, published in the Federal Register on November 13, 1986 (the "***Final Regulation***") because its underlying assets include "plan assets" by reason of a plan's investment in the entity (including, by way of example only, a partnership not qualifying as an operating company within the meaning of the Final Regulation, which is 25% or more owned by entities described in (1) or (2) above).

If the Investor is an Employee Benefit Plan (the "***Plan***") within the meaning of Title I of the Employee Retirement Income Security Act of 1974:

☐☐ the investment in the Company is a permitted investment under the documents True False and instruments governing the Plan.

THE UNDERSIGNED AGREES TO NOTIFY THE COMPANY IMMEDIATELY IF ITS RESPONSE ABOVE BECOMES INACCURATE AT ANY TIME, INCLUDING ANY TIME FOLLOWING THE CLOSING. If the undersigned is uncertain as to the correct response above, the undersigned should consult with its legal counsel in completing its response above, or should contact Ken Cooper (808) 269-9328.

Executed on: _____, 20__

Print Name of Investor

By

Signature

Print Name of Signatory and Title

Annex A

The relevant section of Rule 13d-3 of the Securities and Exchange Act of 1934 as amended, as referred to in Section C of Part II of the Confidential Investor Questionnaire, provides:

(a) … [a] beneficial owner of a security includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares:

(1) Voting power which includes the power to vote, or to direct the voting of, such security; and/or

(2) Investment power which includes the power to dispose, or to direct the disposition of, such security.

(b) Any person who, directly indirectly, creates or uses a trust, proxy, power of attorney, pooling arrangement or any other contract, arrangement, or device with the purpose or effect of divesting such person of beneficial ownership of a security or preventing the vesting of such beneficial ownership as part of a plan or scheme to evade the reporting requirements of Section 13(d) or 13(g) of the Act shall be deemed for purposes of such sections to be the beneficial owner of such security.

(c) All securities of the same class are beneficially owned by a person, regardless of the form which such beneficial ownership takes, shall be aggregated in calculating the number of shares beneficially owned by such person.

(d) Notwithstanding the provisions of paragraphs (a) and (b) of this rule:

(1) (i) A person shall be deemed to be the beneficial owner of a security, subject to the provisions of paragraph (b) of this rule, if that person has the right to acquire beneficial ownership of such security within 60 days, including but not limited to any right to acquire:

(A) through the exercise of any option, warrant or right;

(B) through the conversion of a security;

(C) pursuant to the power to revoke a trust, discretionary account, or similar arrangement; or

(D) pursuant to the automatic termination of a trust, discretionary account or similar arrangement; provided, however; any person who acquires a security or power specified in paragraph (A), (B) or (C) above, with the purpose or effect of changing or influencing the control of the issuer, or in connection with or as a participant in any transaction having such purpose or effect, immediately upon such acquisition shall be deemed to be the beneficial owner of the securities which may be acquired through the exercise or conversion of such security or power. Any securities not outstanding which are subject to such options, warrants, rights or conversion privileges shall be deemed to be outstanding for the purpose of computing the percentage of outstanding securities of the class owned by such person but shall not be deemed to be outstanding for the purpose of computing the percentage of the class by any other person.

(2) A member of a national securities exchange shall not be deemed to be a

beneficial owner of securities held directly or indirectly by it on behalf of another person solely because such member is the record holder of such securities and, pursuant to the rules of such exchange, may direct the vote of such securities, without instruction, on other than contested matters or matters that may affect substantially the rights or privileges of the holders of the securities to be voted, but is otherwise precluded by the rules of such exchange from voting without instruction.

(3) A person who in the ordinary course of business is a pledgee of securities under a written pledge agreement shall not be deemed to be the beneficial owner of such pledged securities until the pledgee has taken all formal steps necessary which are required to declare a disposition of such pledged securities will be exercise, *provided* that: (i) the pledge agreement is '*bona fide*' and was not entered into with the purpose nor with the effect of changing or influencing the control of the issuer, nor in connection with any transaction having such purpose or effect, including any transaction subject to Rule 13d-3(b); (ii) the pledgee is a person specified in Rule 13d-1(b)(1)(ii), including persons meeting the conditions set forth in paragraph (G) thereof; and (iii) the pledgee agreement, prior to default, does not grant to the pledgee: (A) the power to vote or to direct the vote of the pledged securities; or (B) the power to dispose or direct the disposition of the pledged securities, other than the grant of such power(s) pursuant to a pledge agreement under which credit is extended subject to Regulation T and in which the pledgee is a broker or dealer registered under Section 15 of the Act.

(4) A person engaged in business as an underwriter of securities who acquires securities through his participation in good faith in a firm commitment underwriting registered under the Securities Act of 1933 shall not be deemed to be the beneficial owner of such securities until the expiration of forty days after the date of such acquisition.

* * * * * * *

EXHIBIT B

SUBSCRIPTION AGREEMENT

[see attached]

Membership Units of KWC GLOBAL PARTNERS, LLC
Offering Summary – July 2025
Exhibit B

HONO_604514.3

KWC GLOBAL PARTNERS, LLC
A Hawaii Limited Liability Company

Private Placement of
Limited Liability Company Units

SUBSCRIPTION PACKAGE

CAREFULLY REVIEW AND FOLLOW THE INSTRUCTIONS IMMEDIATELY BEHIND THIS COVER PAGE

INCOMPLETE SUBSCRIPTION AGREEMENTS AND CONFIDENTIAL INVESTOR QUESTIONNAIRES WILL BE RETURNED TO SUBSCRIBERS FOR COMPLETION

SUBSCRIPTION INSTRUCTIONS

1. **Please Read and Complete the Subscription Agreement in Its Entirety.** It contains certain statements and certain representations required to be made by each subscriber. Complete, date and sign two signature pages to the Subscription Agreement and two signature pages to the Operating Agreement in the form attached to this Subscription Agreement as Annex A.

2. **Please Complete the Confidential Investor Questionnaire.** The information is intended to establish among other things, whether you are an "accredited investor" within the meaning of the Securities Act of 1933, as amended. Complete, date and sign the Confidential Investor Questionnaire.

3. **Please Complete the Appropriate Internal Revenue Service Form.** The Form W-9 (Request for Tax Identification Number and Certification) must be completed if you are a U.S. person, corporation, partnership, limited liability company, trust, or other entity. If you are not a U.S. person, corporation, partnership, limited liability, trust or other entity, then please complete and return either Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), Form W-8ECI (Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade or Business in the United States), Form W-8EXP (Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding) or Form W-8IMY (Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding), whichever is appropriate. The information contained on these forms will be used by the Company in filing its federal, state and local income tax and information returns.

4. **Return Documents.** Please return (i) the completed Subscription Agreement with two executed signature pages, (ii) the two executed signature pages to the Operating Agreement, (iii) the completed and signed Confidential Investor Questionnaire, (iv) a check in the amount of the Subscription price made payable to "KWC GLOBAL PARTNERS, LLC" and (v) the completed and signed Form W-9, W-8BEN, W8ECI, W-8EXP or W-8IMY, whichever is appropriate, to:

KWC GLOBAL PARTNERS, LLC
1003 Bishop Street Suite 2700 PMB 516
Honolulu, HI 98613
Attention: Ken Cooper
Telephone: (808) 269-9328
Email: kenc@thekwcglobalpartners.com

5. **Questions.** Questions concerning the completion of the Subscription Agreement or Confidential Investor Questionnaire should be directed to Ken Cooper at the contact information above.

ALL INFORMATION SHOULD BE TYPED OR PRINTED IN INK. ANY CORRECTIONS MUST BE INITIALED PLEASE NOTIFY THE COMPANY IMMEDIATELY IF THE INFORMATION YOU SUPPLY BECOMES INACCURATE AT ANY TIME, INCLUDING ANY TIME FOLLOWING THE CLOSING

THE OFFERING OF SECURITIES DESCRIBED HEREIN HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THIS OFFERING IS MADE PURSUANT TO REGULATION D UNDER SECTION 4(2) OF SAID ACT, WHICH EXEMPTS FROM SUCH REGISTRATION TRANSACTIONS NOT INVOLVING A PUBLIC OFFERING. FOR THIS REASON, THESE SECURITIES WILL BE SOLD ONLY TO INVESTORS WHO MEET CERTAIN MINIMUM SUITABILITY QUALIFICATIONS DESCRIBED HEREIN. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES AUTHORITY OR ANY OTHER REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING PASSED UPON OR ENDORSED THE MERITS OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

A SUBSCRIBER SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE LAWS OF ANY OTHER JURISDICTION, AND, THEREFORE, CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THERE IS NO OBLIGATION OF THE ISSUER TO REGISTER THE UNITS UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE LAWS OF ANY OTHER JURISDICTION. TRANSFER OF THE UNITS IS ALSO RESTRICTED BY THE TERMS OF OPERATING AGREEMENT OF THE COMPANY.

KWC GLOBAL PARTNERS, LLC
A Hawaii Limited Liability Company
SUBSCRIPTION AGREEMENT

TO: KWC GLOBAL PARTNERS, LLC
1003 Bishop Street Suite 2700 PMB 516
Honolulu, HI 96813
Attention: Ken Cooper
Email: kenc@thekwcglobal.com

Re: Subscription to acquire Limited Liability Company Units in KWC GLOBAL PARTNERS,

LLC Gentlemen:

The undersigned subscribing investor (the "***Investor***" or the "***undersigned***") has been provided with a Confidential Private Placement Memorandum, dated July 2025 (the "***Memorandum***"), in connection with the offering by KWC GLOBAL PARTNERS, LLC, a Hawaii limited liability company (the "***Company***"), of up to $100,000 of Limited Liability Company Units in the Company (the "***Units***"), which Memorandum supersedes and replaces all prior confidential private placement memorandums, offering materials, business plans, or proposed term sheets previously provided to the undersigned in connection with the offering of the Units. The undersigned understands that (i) the Company is newly formed pursuant to the Hawaii Limited Liability Company Act, and (ii) the Company will be operated in accordance with an Operating Agreement in substantially the form attached as Exhibit D to the Memorandum (the "***Operating Agreement***"). Capitalized terms used but not defined in this subscription agreement (this "***Subscription Agreement***") shall have the respective meanings given them in the Operating Agreement.

1. **Subscription.**

(a) Subject to the terms and conditions hereof, the undersigned hereby tenders a subscription in the amount set forth on the signature page hereto or such lesser amount as the Company shall choose to accept pursuant to Section 2(a) below (the "***Subscription***") for one or more Units.

(b) Subject to the Company's acceptance pursuant to Section 2(a) and the satisfaction of the conditions to Closing set forth in Section 3, the entire Subscription will be due and payable at the Closing (as defined below).

2. **Acceptance of Agreement; Obligations Under Operating Agreement.** It is understood and agreed that this Subscription Agreement is made subject to the following terms and conditions:

(a) The Company shall have the right to accept or reject this Subscription Agreement and shall have the right to accept or reject all or part of the Subscription in the Company's sole and absolute discretion (the amount accepted shall thereafter be the undersigned's Subscription for all purposes hereof). This Subscription Agreement and the Subscription shall be deemed to be accepted by the Company only when a Manager of the Company has executed and delivered to the undersigned an acknowledgment of acceptance of the Subscription Agreement and the undersigned's Subscription as provided in the form attached hereto as the "Acceptance". Upon acceptance of this Subscription

Agreement and the undersigned's Subscription by the Company, the Acceptance duly executed by the Manager of the Company, is hereby expressly made a part hereof and shall constitute the Company's agreement to and adoption of all of the terms of this Subscription Agreement.

(b) If this Subscription Agreement and the Subscription are accepted by the Company and the conditions to Closing set forth in Section 3 below are satisfied, the Company will accept the undersigned's executed signature page to the Operating Agreement in substantially the form attached as Exhibit C to the Memorandum, with such changes as are not materially adverse to the undersigned, and, upon execution thereof, the undersigned will be admitted as a Member of the Company.

(c) If the undersigned becomes a Member as provided for in this Section 2, the undersigned agrees to be bound by all the terms and provisions of the Operating Agreement and to perform all obligations therein imposed upon the undersigned therein with respect to the undersigned's Units.

(d) The undersigned understands that the undersigned's Units will not be evidenced by a certificate.

3. **Closing; Conditions to Closing.**

(a) **Time and Place of Closing.** The closing of the sale and purchase of the Units and the admission of the undersigned as a Member of the Company (the "***Closing***") shall take place at the offices of the Company, 1165 W Silicon Circle, St. George, Hawaii, 96813, or at such other place and on such date as shall be selected by the Company.

(b) **Undersigned's Conditions to Closing.** The undersigned's obligations hereunder are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

(1) **Representations and Warranties.** The representations and warranties of the Company contained in this Subscription Agreement shall be true and correct at the Closing.

(2) **Performance of the Company.** The Company shall have performed and complied with all agreements and conditions required by this Subscription Agreement to be performed or complied with by it prior to or at the Closing.

(c) **Company's Conditions to Closing.** The Company's obligations hereunder are subject to acceptance by the Company of the undersigned's Subscription, and to the fulfillment, prior to or at the Closing, of each of the following conditions:

(1) **Representations and Warranties.** The representations and warranties of the undersigned contained in this Agreement shall be true and correct at the Closing.

(2) **Proceedings and Documents.** All proceedings in connection with the transactions contemplated hereby and all documents and instruments incident to such transactions shall be satisfactory in substance and form to the Company and its counsel, and the Company and its counsel shall have received all such counterpart originals or certified or other copies of such documents as the Company may reasonably request.

(3) **Performance of Covenants.** Each of the covenants and obligations that the undersigned is required to comply with or perform at or prior to Closing shall have been complied with and performed in all material respects.

4. **Representations and Warranties by the Company.** The Company represents, warrants and agrees as follows:

(a) **Organization and Standing of the Company**. The Company is duly and validly organized and validly existing as a limited liability company under the laws of Hawaii, and has all requisite power and authority under the Operating Agreement and such laws to conduct its business as described in the Operating Agreement.

(b) **Compliance with Other Instruments**. The Company is not in violation of any term of the Operating Agreement or this Agreement nor is it in material violation of any term of any other mortgage, indenture, contract, agreement, instrument, judgment, decree, order, statute, rule or regulation which is applicable or to which it is bound.

(c) **Governmental and Regulatory Approval**. Neither the execution and delivery of the Subscription Agreement, the Operating Agreement, or any other agreement or document contemplated hereby or thereby, nor the offer, issuance or sale of the Units, requires any consent, approval or authorization from, or filing, registration or qualification with, any federal, state or local governmental or regulatory authority in the United States (including, without limitation, registration under the Securities Act of 1933, as amended (the "***Securities Act***")) on the part of the Company, except for compliance by the Company with Regulation D ("***Regulation D***") promulgated under the Securities Act and the requirements of any applicable state securities ("***Blue Sky***") laws, all of which filings required to be made prior to the Closing have been or will have been made.

(d) **Litigation.** There is no action, suit, proceeding or investigation pending or, to the Company's knowledge, currently threatened against the Company that questions the validity of this Agreement, the Operating Agreement or the right of the Company to enter into such agreements, or to consummate the transactions contemplated hereby or thereby, or that might result, either individually or in the aggregate, in any material adverse changes in the assets, condition, affairs or prospects of the Company, financially or otherwise.

5. **Representations and Warranties of the Undersigned.** The undersigned hereby represents and warrants to the Company as follows:

(a) The undersigned either (i) is an "accredited investor" within the meaning of Securities and Exchange Commission ("***SEC***") Rule 501 of Regulation D, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, and as presently in effect, or (ii) (A) certifies that the undersigned is not a "U.S. person" within the meaning of SEC Rule 902 of Regulation S, as presently in effect, and that the undersigned is not acquiring the Units for the account or benefit of any U.S. person, (B) agrees to resell the Units only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration and agrees not to engage in hedging transactions with regard to such Units unless in compliance with the Securities Act, (C) agrees that any certificates, if any, for the Units issued to the undersigned shall contain a legend to the effect that transfer is prohibited except in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an available exemption from registration and that hedging transactions involving such Units may not be conducted unless in compliance with the Securities Act, and (D) agrees that the Company is required to refuse to register any transfer of any portion of the Units issued to the undersigned not made in accordance with the provisions of

Regulation S, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration.

(b) The Units are being acquired for the undersigned's own account for investment, with no intention of distributing or selling any portion thereof and not with a view to any distribution thereof within the meaning of the Securities Act, and will not be transferred by the undersigned in violation of the Securities Act or the then applicable rules or regulations thereunder or the Operating Agreement. No one other than the undersigned has any interest in or any right to acquire the Units.

(c) By reason of the undersigned's business or financial experience, or that of the undersigned's professional advisor, the undersigned is capable of evaluating the merits and risks of an investment in the Company and of protecting its own interests in connection with the transaction.

(d) The undersigned has received and carefully read and understands the Operating Agreement, this Subscription Agreement, and the Memorandum.

(e) No representations or warranties have been made to the undersigned by the Company any Manager of the Company, or any agent of said persons or entities, other than as set forth herein.

(f) The undersigned has been afforded an opportunity to ask questions of and receive answers satisfactory to the undersigned from the Company, and the Managers and officers of the Company concerning the terms and conditions of the Operating Agreement, and the Company has made available all additional information which the undersigned has requested.

(g) The undersigned has not relied upon any offering material or literature other than the Memorandum and the exhibits and schedules, including the Operating Agreement, attached thereto. The undersigned understands that the Memorandum supersedes any and all prior private placement memorandums and all other prior offering materials, business plans, or proposed term sheets previously provided to the undersigned in connection with the offering of the Units (including exhibits and schedules thereto) regarding the Company or an investment herein.

(h) The address set forth on the signature page hereto is the undersigned's true and correct residence, if an individual, or principal place of business, if an entity other than an individual.

(i) The undersigned has investigated the acquisition of the Units to the extent the undersigned deemed necessary or desirable and the Company has provided the undersigned with any assistance it has requested in connection therewith.

(j) The undersigned has full power and authority to make the representations referred to in this Subscription Agreement, to purchase the Units and to deliver and comply with the terms of the Operating Agreement and this Subscription Agreement.

(k) The undersigned acknowledges and is aware of the following:

(1) Investment in the Company is speculative and involves a high degree of risk of loss.

(2) The Units have not been registered under the Securities Act or any state Securities laws, and the transfer thereof is restricted by the Securities Act, applicable state securities laws, and the Operating Agreement. The Units will not be, and the undersigned will have no rights to require that the

Units be, registered under the Securities Act. There will be no public market for the Units, the undersigned may not be able to avail itself of the provisions of Rule 144 of the Securities Act with respect to the Units, and, except as provided in the Operating Agreement, the undersigned may have to hold the Units acquired indefinitely, and liquidate it only upon final winding up of the Company.

(3) No state or federal agency has made any finding or determination as to the fairness of the terms of the offering and sale of the Units or of the Operating Agreement.

(l) The execution and delivery of this Subscription Agreement, the Operating Agreement and any other document contemplated hereby or thereby, the consummation of the transactions contemplated hereby and thereby, and the performance of the undersigned's obligations hereunder and thereunder, will not conflict with, or result in any violation of or default under, any provision of any charter, by-laws, trust agreement, operating agreement or other governing instrument applicable to the undersigned, or any agreement or other instrument to or by which the undersigned or the properties of the undersigned is a party or may be bound.

(m) If executing this Subscription Agreement in a representative or fiduciary capacity, the undersigned represents and warrants on behalf of the person, partnership, trust, estate, corporation, or other entity for whom the undersigned is acting in this matter, that such person, partnership, trust, estate, corporation or other entity has full right and power to execute, deliver, and perform this Subscription Agreement, to become a Member of the Company and to comply with the Operating Agreement, and that each of the representations contained in this Subscription Agreement are true and accurate with respect to such person, partnership, trust, estate, corporation or other entity.

(n) The representations and warranties above, and in the attached Confidential Investor Questionnaire are true and accurate as of the date hereof and shall be true and accurate as of the date of Closing and shall survive such date. **If in any respect such representation and warranties shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Company by facsimile or telegram, specifying which representations and warranties are not true and accurate and the reasons therefor.**

(o) The undersigned is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "***Order***") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("***OFAC***") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "***Orders***"). Neither the undersigned nor any beneficial owner of the undersigned:

(1) is listed on the Specially Designated Nationals and Blocked Persons OFAC List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "***OFAC Lists***");

(2) is a Person who has been determined by competent authority to be a Person

with whom a U.S. Person is prohibited from transacting business, whether such prohibition arises under U.S. law, regulation, executive orders or any lists published by the United States Department of Commerce, the United States Department of Treasury or the United States Department of State including any agency or office thereof;

(3) is owned or controlled by, or acts for or on behalf of, any Person on the OFAC Lists or any other Person who has been determined by competent authority to be a Person with whom a U.S. Person is prohibited from transacting business, whether such prohibition arises under U.S. law, regulation, executive orders or any lists published by the United States Department of Commerce, the United States Department of Treasury or the United States Department of State including any agency or office thereof; or

(4) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any AntiMoney Laundering Laws.

For purposes of this Subscription Agreement, the term "***Anti-Money Laundering Laws***" means those laws, rules, regulations, orders and sanctions, state and federal, criminal and civil, that (i) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (ii) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotic dealers or otherwise engaged in activities contrary to the interests of the United States; or (iii) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions are deemed to include the Executive Order Number 13224 on Terrorism Financing (September 23, 2001), the Patriot Act; the Currency and Foreign Transactions Reporting Act (also known as the Bank Secrecy Act, 31), the Trading with the Enemy Act, 50 U.S.C. Appx. Section 1 et seq., the International Emergency Economics Powers Act, 50 U.S.C. Section 1701 et seq., and the sanction regulations promulgated pursuant thereto by OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957, as amended. As used in this Section 5(o), the term (y) "***Person***" means any individual, corporation, partnership, limited liability company, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity; and (z) "***U.S. Person***" means any Person that is a United States citizen, an entity organized under the laws of the United States or its constituent states or territories, or an entity, regardless of where organized, with a principal place of business within the United States or any of its territories.

(p) THE UNDERSIGNED UNDERSTANDS THAT THE LEGAL AND ECONOMIC MATTERS RELATING TO ITS INVESTMENT IN THE COMPANY ARE COMPLEX AND THAT THE UNDERSIGNED IS FREE TO SEEK INDEPENDENT PROFESSIONAL GUIDANCE OR COUNSEL WITH RESPECT THERETO. THE UNDERSIGNED HAS EITHER SOUGHT SUCH ADVICE OR COUNSEL OR DETERMINED, AFTER CAREFULLY READING THE MEMORANDUM, THE OPERATING AGREEMENT, THIS SUBSCRIPTION AGREEMENT, AND THE OTHER DOCUMENTS AND AGREEMENTS CONTEMPLATED HEREBY AND THEREBY, TO FOREGO SUCH ADVICE. THE UNDERSIGNED ACKNOWLEDGES THAT COUNSEL TO THE COMPANY IS NOT ACTING AS COUNSEL TO THE UNDERSIGNED.

(q) THE UNDERSIGNED IS NOT RELYING UPON ANY WRITTEN OR ORAL REPRESENTATION OR ADVICE FROM THE COMPANY,

THE COMPANY OR ANY OF THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, WITH RESPECT TO (A) ANY LEGAL, TAX, ECONOMIC OR OTHER CONSIDERATIONS INVOLVED IN THE UNDERSIGNED'S INVESTMENT IN THE COMPANY OR (B) THE MEANING OR EFFECT OF ANY TERMS OR CONDITIONS OF THE OPERATING AGREEMENT, THIS SUBSCRIPTION AGREEMENT OR ANY OTHER DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY OR THEREBY.

(r) THE UNDERSIGNED HAS AND WILL RELY ONLY ON THE UNDERSIGNED'S OWN TAX ADVISORS AND FINANCIAL PLANNERS WITH RESPECT TO THE U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES ARISING FROM THE ACQUISITION AND/OR HOLDING OF THE UNITS.

The undersigned acknowledges that the undersigned understands the meaning and legal consequences of the representations and warranties made by the undersigned herein and in the attached Confidential Investor Questionnaire (the terms of which are incorporated herein by this reference) and that the Company is relying on such representations and warranties in making its determination to accept or reject this Subscription. The undersigned hereby agrees to indemnify and hold harmless the Company from and against any and all loss, damage or liability due to or arising out of a breach of any such representation or warranty of the undersigned.

6. **Power of Attorney.**

(a) By executing this Subscription Agreement, the undersigned is hereby granting a special power of attorney (with full rights of substitution and re-substitution), making, constituting and appointing any Manager of the Company as the undersigned's attorney-in-fact, with power and authority to act in the undersigned's name and on the undersigned's behalf to execute, acknowledge and swear to the execution, acknowledgment and filing of the following documents relating to the Company:

(1) any other instrument or document which may be required to be filed by the Company under the laws of any state or by any governmental agency, or which the Company deems advisable to file; and

(2) any instrument or document which may be required to effect the continuation of the Company, the appointment of an additional or substituted Manager, or the dissolution and termination of the Company (provided such continuation, admission or dissolution and termination are in accordance with the terms of the Operating Agreement), or to reflect any reductions in amount of contributions of any Manager.

(b) The special power of attorney being granted hereby by the undersigned:

(1) is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death or legal incapacity of the undersigned;

(2) may be exercised by the Manager signing individually for the undersigned or for all of the Members executing any particular instrument; and

(3) shall survive an assignment by the undersigned of its Unit in the Company

except that, where the assignee of the Unit owned by the undersigned has been admitted to the Company as a substituted Member, the special power of attorney shall survive such assignment for the sole purpose of enabling the Manager to execute, acknowledge and file any instrument or document necessary to effect such substitution.

(c) In the event of any conflict between the Operating Agreement and any document filed pursuant to this power of attorney, the Operating Agreement shall control.

(d) The exercise of this power of attorney shall be subject to the Manager's responsibility to obtain the approval of the Members on such matters, if and as required by the Operating Agreement or by applicable law.

7. **Transferability.** The undersigned agrees not to transfer or assign the Units, or any interest herein, and further agrees that the assignment and transferability of the Units acquired pursuant hereto shall be made only in accordance with the terms of the Operating Agreement (in the form executed by the Members).

8. **Time; No Revocation.** Time shall be of the essence in this Subscription Agreement. The undersigned agrees that this Subscription Agreement and any agreement of the undersigned made hereunder is irrevocable, and that this Agreement shall survive the death or legal incapacity of the undersigned.

9. **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, if addressed to the Company, at 1165 W Silicon Circle, St. George, ,Hawaii, 96813, Attn: Ken Cooper, or to the undersigned at the address set forth on the signature page hereto, or at such other place as a party may designate by written notice to the other party in accordance with this Section 9.

10. **Survival of Agreements, Representations and Warranties**. All agreements, representations and warranties contained herein or made in writing by or on behalf of a party thereto in connection with the transactions contemplated by this Subscription Agreement shall survive the execution and delivery of this Subscription Agreement, any investigation at any time made by any party, and the sale and purchase of the undersigned's Units in the Company and payment therefor.

11. **Modification or Termination.** Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, discharge or termination is sought.

12. **Successors and Assigns.** This Subscription Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. If the undersigned is more than one person, their obligations shall be joint and several, and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and its successors and assigns. Notwithstanding the foregoing, this Subscription Agreement is not transferable or assignable by the undersigned and any such attempted transfer or assignment shall be null and void.

13. **Complete Agreement of the Parties.** This Subscription Agreement, the Operating Agreement, and the other agreements or documents referred to herein or therein

contain the entire agreement of the parties, and there are no representations, covenants or other agreements except as stated or referred to herein and in such other agreements or documents.

14. **Severability.** Any term or provision of this Subscription Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Subscription Agreement or affecting the validity or enforceability of any of the terms or provisions of this Subscription Agreement in any other jurisdiction.

15. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts, each of which shall be an original but all of which taken together shall constitute one agreement.

16. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Hawaii as applied to agreements among Hawaii residents entered into and to be performed entirely within Hawaii.

17. **General.** Signatures transmitted by facsimile shall be effective and binding as if an original. By executing the signature page to this Subscription Agreement, the undersigned agrees to be bound by the foregoing.

[SIGNATURE PAGE FOLLOWS]

KWC GLOBAL PARTNERS, LLC A Hawaii Limited Liability Company

SIGNATURE PAGE
TO
SUBSCRIPTION AGREEMENT

Very truly yours,

_____
Print Name of Investor

By _____
Signature

_____
Print Title (if applicable)

_____
Social Security Number or Federal Employer Identification Number

Address: _____

_____

_____

Telephone No._____ Facsimile No._

_____ Email Address:_____

$_____
Minimum Investment of $7,500

If Applicable:

_____
Print Name of Joint Investor or Other Person Whose Signature Is Required

By _____
Signature

_____
Print Title (if applicable)

_____
Social Security Number or Federal Employer Identification Number

Address: _____

_____

_____

Telephone No._____

Facsimile No._____ Email Address:

_____

Date: _____
Subscription Amount:

ACCEPTANCE

KWC GLOBAL PARTNERS, LLC hereby accepts the above Subscription Agreement and Investor's Subscription in the amount of _____ Dollars ($_____) upon the terms and conditions of the Subscription Agreement to which this Acceptance is attached and of which it is a part.

ACCEPTED BY:

KWC GLOBAL PARTNERS, LLC
a Hawaii limited liability company

By: _____
Name: _____ Title:
Manager _____
Date: _____

Annex A to Subscription Agreement

Signature Page to Operating Agreement

(See Next Pages)

OPERATING AGREEMENT
of
KWC GLOBAL PARTNERS, LLC
(a Hawaii Limited Liability Company)

COUNTERPART SIGNATURE PAGE
(for Entity Investors only)

Name of Member: _____

By:_____
(signature)

Name:_____

_____

_____

_____

_____

Title:

Address: Facsimile: Tax I.D. or Soc. Sec. No.:_____

OPERATING AGREEMENT
of
KWC GLOBAL PARTNERS, LLC
(a Hawaii Limited Liability Company)

COUNTERPART SIGNATURE PAGE
(for Individual Investors only)

Name of Member:_____

_____

_____

_____

_____

Address: _____

_____

Facsimile: _____

Tax I.D. or Soc. Sec. No.:_____

CONFIDENTIAL INVESTOR QUESTIONNAIRE

KWC GLOBAL PARTNERS, LLC
A Hawaii Limited Liability Company

INSTRUCTIONS:

1. In order to assure compliance with applicable federal law, it is necessary to obtain information regarding the financial position and experience of investors in the Company. Please complete this Confidential Investor Questionnaire.

2. Please return the completed Confidential Investor Questionnaire to:

   KWC GLOBAL PARTNERS, LLC
   1003 Bishop Street Suite 2700 PMB 516
   Honolulu, HI 96813 Attention:
   Ken Cooper
   Telephone: (808) 269-9328
   Email: kenc@thekwcglobal.com

3. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Subscription Agreement.

PART I. GENERAL INFORMATION (attach additional sheets if necessary) To be completed by all Investors.

1. Name: _____

_____

2. Address:

Business: _____

_____

Residence: _____

_____

Note: The Company may deliver time-sensitive documents by overnight service. Please provide the Company with a street address since overnight service will not deliver to post office boxes.

3. Telephone:

(_____ _____ Business:)

(_____ _____ Residence:)

4. Date of _____ Birth:
(to be completed by individual Investors)

5. Marital status: _
(to be completed by individual Investors)

6. Social Security Number or Federal Employer Identification Number:

_____

7. The undersigned is *(check the applicable subparagraph)*:

☐ A United States Person; or

☐ A non-United States Person.

For purposes of this Confidential Investor Questionnaire, "United States Person" or "U.S. Person" means (A) any natural person resident in the United States; (B) any partnership or corporation organized or incorporated under United States laws; (C) any estate of which any executor or administrator is a U.S. Person; (D) any trust of which any trustee is a U.S. Person; (E) any agency or branch of a foreign entity located in the United States; (F) any non-discretionary account (other than an estate or trust) held by a dealer

or other fiduciary for the benefit of a U.S. Person; (G) any discretionary account (other than an estate or trust) held by a dealer or other fiduciary incorporated or resident in the United States; and (H) any partnership or corporation organized or incorporated under the laws of any foreign jurisdiction and formed by a U.S. Person principally for the purpose of investing in unregistered securities (unless owned by accredited investors who are not natural persons, estates or trusts). A "non-United States Person" means any person other than a United States Person.

PART II. INVESTMENT REPRESENTATIONS

To be completed by all Investors.

A. Legal Structure of Investor (*INDIVIDUALS SHOULD SKIP*)

1. The Investor has been duly formed and is validly existing and has full power and authority to invest in the Company. The person signing on behalf of the undersigned has the authority to execute and deliver the Subscription Agreement on behalf of the Investor and to take other actions with respect thereto.

2. Indicate the form of entity of the undersigned:

☐ Limited Partnership

☐ General Partnership

☐ Corporation

☐ Limited Liability Company

☐ Revocable Trust (If the trust does not have $5 million in assets or if the trust was specifically formed for the purpose of this investment, identify each grantor and indicate under what circumstances the trust is revocable by the grantor. Also indicate the category in Section B below that describes how each such grantor is qualified as an "Accredited Investor"):

_____

_____

(Continue on a separate piece of paper, if necessary.)

☐ Other type of Trust (indicate type of trust and, for trusts other than pension trusts, name the grantors and beneficiaries):

_____

_____

(Continue on a separate piece of paper, if necessary.)

☐ Other form of organization (indicate form of organization): _____

3. The approximate date the undersigned entity was formed: _____

4. State of principal place of business: _____

5. Country of organization:

_____

B. Verification of Status as an "Accredited Investor"

In order for the Company to offer and sell the Units in conformity with state and federal securities laws, the following information must be obtained regarding your investor status.

If an *INDIVIDUAL*, please answer the following items:

☐ (1) The Investor is a natural person whose net worth, either individually or jointly with such Investor's spouse, exceeds $1,000,000; or

☐ (2) The Investor is a natural person who had an income in excess of $200,000, or joint income with such Investor's spouse in excess of $300,000, in each of the two most recent years and reasonably expects to have income reaching the same level in the current year; or

☐ ☐ (3) The Investor is a director, executive officer, or manager of the Company or an executive officer of the Company.

True False

The term "net worth" means the excess of total assets over total liabilities. Under the recently enacted Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, individual Investors who wish to qualify as "accredited investors" based on having a net worth that exceeds $1,000,000 may no longer include the value of their principal residence in calculating their net worth, nor need they exclude the mortgage debt secured by an excluded principal residence, except to the extent that the mortgage liability exceeds the fair market value of the residence.

In determining individual "income," the Investor should (i) add to the Investor's individual adjusted gross income (exclusive of any spousal income) any amounts attributable to tax exempt income received, losses claimed as a member in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan to the extent vested, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income and (ii) subtract from the Investor's individual adjusted gross income any unrealized capital gain.

If *NOT AN INDIVIDUAL (e.g. partnership, corporation, or limited liability company)*, please check each category that is applicable:

☐ (1) The Investor is a corporation, a partnership, a limited liability company, a Massachusetts or similar business trust, or an organization described in Section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of acquiring the Units, with total assets in excess of $5,000,000;

☐ (2) The Investor is a bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity;

☐ (3) The Investor is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934;

☐ (4) The Investor is an insurance company as defined in Section 2(13) of the Securities Act;

☐ (5) The Investor is an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

☐ (6) The Investor 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;

☐ (7) The Investor is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, and such plan has total assets in excess of $5,000,000;

☐ (8) The Investor is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, and (i) the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or (ii) the employee benefit plan has total assets in excess of $5,000,000 or, (iii) if a self-directed plan, the investment decisions are made solely by persons that are accredited investors;

☐ (9) The Investor is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

☐ (10) The Investor is a manager of the Company;

☐ (11) The Investor is a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Units, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company;

☐ (12) The Investor is an entity in which all of the equity owners qualify under any of the above categories (including the categories for individuals listed in the immediately preceding section). If the undersigned belongs to this investor category only, list the equity owners of the undersigned, and the investor category which each such equity owner satisfies:

_____

_____

(Continue on a separate piece of paper, if necessary.)

C. <u>Please Answer the Following for Compliance with the Investment Company Act of 1940, as amended (the "*1940 Act*"):</u>

1. Please check one:

☐ (1) The Investor is not an investment company as defined in Section 3(a) of the 1940 Act, other than by reason of an exclusion from the definition of an investment company by either Section 3(c)(1) or 3(c)(7) of the 1940 Act.

☐ (2) The Investor is an investment company as defined in Section 3(a) of the 1940 Act.

☐ (3) The Investor would be an investment company but is excluded from the definition of an investment company under either Section 3(c)(1) or Section 3(c)(7) of the 1940 Act.

2. Please provide the appropriate number in the blank below if you checked box (3) in question 1 above:

Assuming for purposes of this Subscription Agreement that the Investor will acquire 10% OR MORE of the limited liability company membership units of the Company that will be outstanding upon acceptance of this Subscription Agreement by the Company, then the Investor hereby represents to the Company that as of the date hereof and on the date of the Closing, the number of "beneficial owners" of the Investor's securities do and shall not exceed _____ ***(please supply appropriate number)***. For the purposes hereof, "beneficial owner" shall have the meaning ascribed to it Rule 13d-3(a) promulgated by the Securities and Exchange Commission under the Securities and Exchange Act of 1934, relevant excerpts of which are attached hereto as Annex A.

D. Verification of Status as an Employee Benefit Plan *(SKIP IF AN INDIVIDUAL)*:

The undersigned is:

☐ True ☐ False (1) an employee benefit plan (as defined in section 3(3) of ERISA), whether or not it is subject to the provisions of Title I of ERISA; or

☐ True ☐ False (2) a plan described in section 4975(e)(1) of the Internal Revenue Code; or

☐ True ☐ False (3) an entity which is deemed to be a "benefit plan investor" under the Final Regulation of the Department of Labor, published in the Federal Register on November 13, 1986 (the "***Final Regulation***") because its underlying assets include "plan assets" by reason of a plan's investment in the entity (including, by way of example only, a partnership not qualifying as an operating company within the meaning of the Final Regulation, which is 25% or more owned by entities described in (1) or (2) above).

If the Investor is an Employee Benefit Plan (the "***Plan***") within the meaning of Title I of the Employee Retirement Income Security Act of 1974:

☐☐ True False the investment in the Company is a permitted investment under the documents and instruments governing the Plan.

THE UNDERSIGNED AGREES TO NOTIFY THE COMPANY IMMEDIATELY IF ITS RESPONSE ABOVE BECOMES INACCURATE AT ANY TIME, INCLUDING ANY TIME FOLLOWING THE CLOSING. If the undersigned is uncertain as to the correct response above, the undersigned should consult with its legal counsel in completing its response above, or should contact Ken Cooper (808) 269-9328, securities counsel to the Company.

Executed on: _____, 20__

_____

Print Name of Investor

By

___

___

Signature

_____

Print Name of Signatory and Title

Annex A

The relevant section of Rule 13d-3 of the Securities and Exchange Act of 1934 as amended, as referred to in Section C of Part II of the Confidential Investor Questionnaire, provides:

(a) … [a] beneficial owner of a security includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares:

(1) Voting power which includes the power to vote, or to direct the voting of, such security; and/or

(2) Investment power which includes the power to dispose, or to direct the disposition of, such security.

(b) Any person who, directly indirectly, creates or uses a trust, proxy, power of attorney, pooling arrangement or any other contract, arrangement, or device with the purpose or effect of divesting such person of beneficial ownership of a security or preventing the vesting of such beneficial ownership as part of a plan or scheme to evade the reporting requirements of Section 13(d) or 13(g) of the Act shall be deemed for purposes of such sections to be the beneficial owner of such security.

(c) All securities of the same class beneficially owned by a person, regardless of the form which such beneficial ownership takes, shall be aggregated in calculating the number of shares beneficially owned by such person.

(d) Notwithstanding the provisions of paragraphs (a) and (b) of this rule:

(1) (i) A person shall be deemed to be the beneficial owner of a security, subject to the provisions of paragraph (b) of this rule, if that person has the right to acquire beneficial ownership of such security within 60 days, including but not limited to any right to acquire:

(A) through the exercise of any option, warrant or right;

(B) through the conversion of a security;

(C) pursuant to the power to revoke a trust, discretionary account, or similar arrangement; or

(D) pursuant to the automatic termination of a trust, discretionary account or similar arrangement; provided, however; any person who acquires a security or power specified in paragraph (A), (B) or (C) above, with the purpose or effect of changing or influencing the control of the issuer, or in connection with or as a participant in any transaction having such purpose or effect, immediately upon such acquisition shall be deemed to be the beneficial owner of the securities which may be acquired through the exercise or conversion of such security or power. Any securities not outstanding which are subject to such options, warrants, rights or conversion privileges shall be deemed to be outstanding for the purpose of computing the percentage of outstanding securities of the class owned by such person but shall not be deemed to be outstanding for the purpose of computing the percentage of the class by any other person.

(2) A member of a national securities exchange shall not be deemed to be a beneficial owner of securities held directly or indirectly by it on behalf of another person solely because such member is the record holder of such securities and, pursuant to the rules of such exchange, may direct the vote of such securities, without instruction, on other than contested matters or matters that may affect substantially the rights or privileges of the holders of the securities to be voted, but is otherwise precluded by the rules of such exchange from voting without instruction.

(3) A person who in the ordinary course of business is a pledgee of securities under a written pledge agreement shall not be deemed to be the beneficial owner of such pledged securities until the pledgee has taken all formal steps necessary which are required to declare a disposition of such pledged securities will be exercise, *provided* that: (i) the pledge agreement is '*bona fide*' and was not entered into with the purpose nor with the effect of changing or influencing the control of the issuer, nor in connection with any transaction having such purpose or effect, including any transaction subject to Rule 13d-3(b); (ii) the pledgee is a person specified in Rule 13d-1(b)(1)(ii), including persons meeting the conditions set forth in paragraph (G) thereof; and (iii) the pledgee agreement, prior to default, does not grant to the pledgee: (A) the power to vote or to direct the vote of the pledged securities; or (B) the power to dispose or direct the disposition of the pledged securities, other than the grant of such power(s) pursuant to a pledge agreement under which credit is extended subject to Regulation T and in which the pledgee is a broker or dealer registered under Section 15 of the Act.

(4) A person engaged in business as an underwriter of securities who acquires securities through his participation in good faith in a firm commitment underwriting registered under the Securities Act of 1933 shall not be deemed to be the beneficial owner of such securities until the expiration of forty days after the date of such acquisition.

* * * * * * *

EXHIBIT C

CERTIFICATE OF ORGANIZATION

[see attached]

EXHIBIT C

ARTICLES OF ORGANIZATION

[Available upon Request]

EXHIBIT D

OPERATING AGREEMENT

[Available upon Request]

HONO_604514.3

Limited Liability Company Agreement of KWC GLOBAL PARTNERSLLC,

a Limited Liability Company

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for KWC GLOBAL PARTNERSLLC, a Manager-managed Hawaii limited liability company (the "Company") formed under and pursuant to Hawaii law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Hawaii law absent such a provision, this Agreement, to the extent permitted under Hawaii law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

1003 Bishop Street, Suite 2700 PMB 516, Hawaii 96813, or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Ken Cooper, KWC Global Partners. The Agent's registered office is 1003 Bishop Street, Suite 2700 PMB 516, Honolulu, HI 96813. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Hawaii Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venture of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose: All legal and lawful activities as allowed by the State of Hawaii.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Hawaii law.

C. Duration. The Company's term shall commence upon the filing of Articles of Organization and all other such necessary materials with the state of Hawaii. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;

2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Hawaii law;

3. It becomes unlawful for either the Members or the Company to continue in business;

4. A judicial decree is entered that dissolves the Company; or

5. Any other event results in the dissolution of the Company under federal or Hawaii law. **III.**

Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Ken Cooper 70%

Stage 1 Funding 5%

Stage 2 Funding 5%

Stage 3 Funding 10%

Open Shares 10%

Total 100%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Hawaii law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement.

D. Withdrawal or Death of a Member. Should a Member die or withdraw from the Company by choice, the remaining Members shall have a right of first refusal to acquire the withdrawing or deceased Member’s interest at fair market value. The right of Members acquiring such interest shall be in the order of greatest percentage interest holders through smallest percentage interest holders. In the event of a tie, all members involved in such tie shall have the right to purchase equal percentages of the interest to be sold. The Members, including the withdrawing Member, agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 90 days to decide if they want to buy the Membership Interest. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually.

If no individual Member(s) finalize a purchase agreement by 90 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, Limited Liability Company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is dissolved or terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer*. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer*. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company. F. Member Voting.

1. *Voting power*. The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.

2. *Proxies*. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Members' Duty to File Notices. The Members shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Hawaii, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with Article XIII below. The Members may delegate this responsibility to an Officer or a Manager at the Members' sole discretion.

H. Fiduciary Duties of the Members. The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager or an Officer of the Company, in which instance they shall owe only the respective fiduciary duties of a Manager or Officer, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation at any time.

VI. Board of Managers.

A. Creation of a Board of Managers. The Members shall create a board of Managers (the "Board") consisting of Managers appointed at the sole discretion of the Members and headed by the Chairman of the Board. The Members may serve as Managers and may appoint a Member to serve as the Chairman. The Members may determine at any time in their sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by Hawaii law. The authorized number of Managers may be increased or decreased by the Members at any time in their sole and absolute discretion, subject to Hawaii law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.

B. Powers and Operation of the Board of Managers. The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.

1. *Meetings*. The Board may hold meetings, both regular and special, within or outside the state of Hawaii. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, electronic mail, facsimile, mail or any other means of communication.

i. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

ii. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the primary business address of the Company.

C. Compensation of Managers. The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefore.

D. Removal of Managers. Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Members, and any vacancy caused by any such removal may be filled by action of the Members.

E. Managers as Agents. To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.

F. No Power to Dissolve the Company. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Members, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors

of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.

G. Duties of the Board. The Board and the Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Hawaii limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Prohibited Actions of the Board. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:

1. Guarantee any obligation of any person;

2. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(A) above; or

3. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(A) above.

VII. Officers.

A. Appointment and Titles of Officers. The initial Officers shall be appointed by the Members and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Board. The Board may also choose one or more President, VicePresident, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by Hawaii law. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members or the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board. Unless the Board decides otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Hawaii law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *Chairman*. The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Board, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:

i. where required or permitted by law or this Agreement to be otherwise signed and executed;

ii. where signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Company.

2. *President*. In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Board may from time to time prescribe.

3. *Vice-Presidents*. In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Board (or, in the absence of

any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Board may from time to time prescribe.

4. *Secretary and Assistant Secretary*. The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Members and record all the proceedings of the meetings of the Company and of the Members in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members, as required in this Agreement or by Hawaii law, and shall perform such other duties as may be prescribed by the Board or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant
Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Members (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

5. *Treasurer and Assistant Treasurer*. The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Board and shall render to the Chairman and to the Board, at their regular meetings or when the Members so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Board forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Hawaii law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe. act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

B. Officers as Agents. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

VIII. Fiduciary Duties of the Board and Officers.

A. Loyalty and Care. Except to the extent otherwise provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Hawaii.

B. Competition with the Company. The Managers and Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers and Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto.

C. Duties Only to the Company. The Managers' and Officers' fiduciary duties of loyalty and care are to the Company and not to the other Managers or other Officers. The Managers and Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers, but shall owe no such duties to Officers unless the Officer is a Manager. A Manager or Officer who so performs their duties shall not have any liability by reason of being or having been a Manager or an Officer.

D. Reliance on Reports. In discharging the Manager's or Officer's duties, a Manager or Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.

2. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.

3. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

IX. Dissolution.

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the

remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds there from, to the extent sufficient therefore, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Hawaii shall have been canceled in the manner required by Hawaii law.

E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to Hawaii Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Hawaii and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

X. Exculpation and Indemnification.

A. No Member, Manager, Officer, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to defense and indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company upon demand by the Covered Person, no more frequently than monthly. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article X shall survive any termination of this Agreement.

XI. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article X or under applicable law.

XII. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members agree and consent to disputes being resolved via **binding arbitration**. Such binding arbitration shall be in accord with the rules of and before the American Arbitration Association. The venue for said binding arbitration shall be Honolulu, Hawaii, before a single arbitrator. Hawaii law shall apply.

XIII. General Provisions.

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Hawaii (without regard to conflicts of law principles thereof).

G. Application of Hawaii Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Hawaii law.

H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Hawaii law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

This LLC Operating Agreement is executed and agreed to by:

Ken Cooper

_____

Chairman

ATTACHMENT A

KWC GLOBAL PARTNERSLIMITED LIABILITY COMPANY

OPERATING AGREEMENT FOR KWC GLOBAL PARTNERSLLC

INITIAL CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE III, the Members' initial contribution to the Company capital is stated to be $100.00. The description and each individual portion of this initial contribution is as follows:

MEMBERS	CAPITAL CONTRIBUTION	UNITS OWNED	PERCENTAGE INTEREST
Ken Cooper	$100	1,140,000	70%

SIGNED AND AGREED this 1st of January 2026 .

Ken Cooper _____

EXHIBIT E FINANCIAL PRO-FORMAS

[see attached]

The projections included herein were not prepared with a view toward compliance with published guidelines of the American Institute of Certified Public Accountants or the United States Securities and Exchange Commission or generally accepted accounting principles and have not been examined, reviewed or compiled by independent auditors. Such projections represent the Company's best estimate, as of the date hereof, of its results of operations during period presented. Such projections are based upon a number of assumptions, some of which may not materialize, and unanticipated events may occur which could affect the actual results achieved by the Company during the period presented. Consequently, actual results will vary from the projections and these variations may be material. Prospective Investors are cautioned not to place undue reliance on the projections. The Company does not intend to update or otherwise revise the projections to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

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KWC Global Partners LLC					
Projected Net Revenues	**2026**	**2,027**	**2028**	**2029**	**2030**
Liv Fit Expos	80,675	149,275	159,600	196,000	217,000
CABIOS Athletic Company	80,675	124,775	159,600	196,000	217,000
Pickleball 2 Live	85,575	124,775	159,600	196,000	217,000
21 Athletic Clubs	68,075	124,775	159,600	196,000	217,000
Tennis 2 Live	85,575	124,775	159,600	196,000	217,000
Location 1		50,000	50,000	50,000	50,000
Location 2			50,000	50,000	50,000
Location 3				50,000	50,000
Location 4					50,000
Totals	400,575	698,375	898,000	1,130,000	1,285,000
Potential Distribution					
Stage 1 Investors	20,029	34,919	44,900	56,500	64,250
Stage 2 Investors	20,029	34,919	44,900	56,500	64,250
Stage 3 Investors	40,058	69,838	89,800	113,000	128,500