

# **US Lighting Group, Inc.**

## **Subscription Documentation Booklet**

This Booklet contains copies of the documents that must be read, executed and returned in order to make an investment in US Lighting Group, Inc., a Florida corporation (the “**Company**”). Each individual, entity or other person desiring to make an investment in the Company (an “**Investor**”) is required to provide the Company with completed and executed copies of these documents. You should consult with an attorney, accountant, investment advisor or other advisor regarding an investment in the Company and its suitability for you.

**To subscribe for common stock for the Company, please fill out, sign, and return the Signature Page included in this Booklet to Michael A. Coates, US Lighting Group, Inc., 1148 East 222nd Street, Euclid, Ohio, 44117. Please make checks payable to US Lighting Group, Inc. Alternatively, if you wish to wire funds, please use the bank information below and/or contact Michael A. Coates at 216-896-7000 or MCoates@USLightingGroup.com.**

**Account name:** US Lighting Group, Inc.  
**Bank:** Erie Bank (A Division of CNB Bank)  
**Location/City:** 31 S Second Street, Clearfield, Pennsylvania USA  
**State/Country:** Pennsylvania/USA  
**ABA#:** 031306278  
**Account#:** 1308199628  
**Swift Code:** CNBBUS33

### **WHAT THIS BOOKLET CONTAINS**

#### **The Subscription Agreement**

The Subscription Agreement (at pages A-1 through A-7 of this Booklet) is the document by which you agree to subscribe for and purchase shares of common stock, \$0.0001 par value of the Company (the “**Shares**”).

#### **Signature Page**

Your execution of the Signature Page constitutes your agreement to be bound by the terms and conditions of the Subscription Agreement and the applicable Investor Questionnaire.

#### **Company Acceptance Page**

This document will be executed by the Company only if it accepts your subscription.

#### **Investor Questionnaires**

The relevant Investor Questionnaire (either for individuals or entities) must be completed by each Investor. Please read the applicable Investor Questionnaire and fill it out carefully. An entity investor that is an Individual Retirement Account (IRA) must also complete and sign the “Additional Representation” at the end of this Booklet. Both individual investors and entity investors should complete, and sign Form W-9 included in this Booklet.

### **HOW TO REQUEST ADDITIONAL INFORMATION**

Questions and requests for additional information concerning an investment in the Company should be directed to Michael A. Coates at 216-896-7000 or MCoates@USLightingGroup.com.

# US Lighting Group, Inc.

## Subscription Agreement

This Subscription Agreement (this “**Subscription**”) is for the purchase of Shares (the “**Shares**”) in US Lighting Group, Inc. (the “**Company**”). For purposes of this Subscription, “**Person**” means any natural person, corporation, trust, limited liability company, firm, partnership, association, governmental authority, or other entity, whether acting in an individual, fiduciary, or other capacity. “**Disclosure Document**” means the Company’s Annual Report on Form 10-K for the year ended December 31, 2022, and subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K all as filed by the Company with the Securities and Exchange Commission (the “**SEC**”) and available on the SEC’s EDGAR website.

You, as the undersigned subscribing investor, agree as follows:

### 1. Subscription for Shares.

a. You subscribe for Shares in the Company in the amount equal to the amount written on the Signature Page hereto, on the terms and conditions described in this Subscription.

b. You acknowledge and agree that you are not entitled to cancel, terminate or revoke this Subscription or any agreements you make in connection with your Subscription, except as otherwise set forth in this Section 1(b) or under applicable law, and such Subscription and agreements will survive: (i) changes in the Company’s business described in the Disclosure Document and (ii) your death or disability; provided, however, that if the Company does not accept this Subscription, then all of your agreements under this Subscription and the power of attorney granted under this Subscription will be canceled and this Subscription will be returned to you.

### 2. Certain Acknowledgments and Agreements by You.

You understand and acknowledge that:

a. This Subscription may be accepted or rejected, in whole or in part, by the Company in its sole and absolute discretion. No Subscription will be deemed accepted until the Subscription has been accepted by the Company.

b. No foreign, federal or state authority has made any finding or determination as to the fairness for investment of the Shares and no foreign, federal or state authority has recommended or endorsed or will recommend or endorse this offering.

### 3. Your Representations and Warranties.

You understand that the Shares are being sold in reliance upon the exemptions provided in the Securities Act of 1933, as amended (the “**Securities Act**”), and Regulation D promulgated thereunder, and you, on behalf of yourself and your heirs, personal representatives, successors and assigns, make the following representations, declarations and warranties with the intent that the same may be relied upon in determining your suitability as an investor in the Shares:

a. Receipt of Information; Advice. You have received, read carefully, and understood the Disclosure Document and this Subscription. You and your advisors have had ready access to, and an opportunity to review, any and all documents which you and/or your advisors deemed relevant to this transaction and no requested information, oral or written, has been withheld. The Company has made available to you the opportunity to ask questions of and receive answers from the Company or any of its principals relating to the terms and conditions of

the offering described in the Disclosure Document, and to obtain any additional information necessary to verify the information contained in the Disclosure Document or otherwise relative to the financial data and business of the Company, to the extent that such parties possess such information or can acquire it without unreasonable effort or expense. All such questions, if asked, have been satisfactorily answered and all such documents, if examined, have been found to be fully satisfactory.

b. Investment Representations and Ability to Bear Risk. You understand and acknowledge that: (i) you must bear the economic risk of your investment in the Shares for at least six months and possibly longer; (ii) the Shares have not been registered under the Securities Act or any state securities laws and are being offered and sold in reliance upon exemptions provided in the Securities Act and state securities laws for transactions not involving a public offering and, therefore, cannot be resold or transferred unless they are subsequently registered under the Securities Act and applicable state laws or unless an exemption from such registration is available; (iii) you are the sole party in interest as the subscriber; (iv) there has not been any representation or warranty made by the Company or any agent or representative of the Company as to the amount, or type of, consideration or profit, if any, to be realized as a result of any investment by you in the Shares; (v) any investment by you in the Shares is in compliance with all applicable policies and procedures of your employer and with all applicable rules and regulations of state and federal regulatory agencies, or of any other jurisdiction, with respect to your ability to invest in the Shares; (vi) in connection with the purchase of the Shares, you have complied with all applicable laws imposed by the jurisdiction of your residence and/or organization; (vii) you are purchasing the Shares for investment purposes only and not with a view to resale in connection with any distribution; (viii) you have no contract, undertaking, agreement or arrangement with any Person to sell, transfer or pledge to such Person or anyone else any of the Shares that you are subscribing to purchase, and you have no present plans to enter into any such contract, undertaking or arrangement; (ix) the public market for the Shares is limited; (x) any disposition of the Shares may result in unfavorable tax consequences to you; (xi) the Company does not have any obligation or intention to register the Shares for sale under the Securities Act, any state securities laws; and (xii) you have no right to require the registration of the Shares under the Securities Act or state securities laws or other applicable securities regulations.

c. Department of Treasury Representation; Anti-Money Laundering. Neither you, nor any of your beneficial owners (if you are an entity), appear on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury, which list may be found at <http://www.treas.gov/ofac>, or in the Annex to United States Executive Order 132224—Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, nor are you otherwise a prohibited party under the laws of the United States. You further represent that the monies used to fund your investment in the Shares are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, any country under a U.S. embargo enforced by OFAC. You further represent and warrant that you: (i) have conducted thorough due diligence with respect to all of your beneficial owners (if you are an entity); (ii) have established the identities of all beneficial owners and the sources of each of the beneficial owner’s funds; and (iii) will retain evidence of any such identities, any such sources of funds and any such due diligence. You further represent that you do not know or have any reason to suspect that: (i) the monies used to fund your investment in the Shares have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities, and (ii) the proceeds from your investment in the Shares will be used to finance any illegal activities. Further:

i. You understand that the Company prohibits the investment of funds by any Person that: (A) directly or indirectly is acting in contravention of any United States or international law or regulation, including anti-money laundering regulations or conventions, (B) resides in or is organized under the laws of a jurisdiction designated by the Secretary of the Treasury as warranting special measures due to money laundering concerns, (C) is a senior foreign political figure<sup>1</sup>, member of a senior foreign immediate family or close associate of a senior

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<sup>1</sup> “Senior foreign political figure” means a senior official in the executive, legislative, administrative, military, or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a

foreign political figure, unless the Company, after having been specifically notified by you in writing that you are such a Person and having been provided additional information, accepts your subscription as provided herein, or (D) is a foreign shell bank<sup>2</sup> (Persons described the preceding clauses (A) through (D) being referred to herein as “**Restricted Persons**”).

ii. You are not, nor is any Person controlling, controlled by or under common control with you, a Restricted Person, and no Person for whom you are acting as agent or nominee in connection with Shares is a Restricted Person. To the extent you have any beneficial owners<sup>3</sup>, you reasonably believe that none of those beneficial owners are Restricted Persons based on your thorough due diligence to establish the identities of those beneficial owners.

iii. All evidence of identity provided, or relied on by you, in connection with these representations and warranties is genuine and all related information furnished is accurate.

iv. You will provide any information deemed necessary by the Company, in its sole discretion, to comply with their anti-money laundering responsibilities and policies and other related responsibilities.

v. You authorize and permit the Company to report information about you to appropriate authorities, and you agree not to hold them liable for any loss or injury that may occur as the result of providing such information.

vi. You agree that, notwithstanding any other statements to the contrary in this Subscription, if the Company determines that you or any of your beneficial owners has appeared on a list of known or suspected terrorists or terrorist organizations compiled by any U.S. or foreign governmental agency, or that any information provided by you in connection with the purchase of Shares is no longer true or accurate, the Company shall be authorized to take any action as shall be necessary or appropriate as a result thereof, including but not limited to removing you as an investor in the Shares or shareholder to the Company and/or notifying the federal authorities.

d. Awareness of Risks. You are aware and acknowledge that: (i) the Company has a limited operating history; (ii) the Shares involve a risk of loss of your entire investment; (iii) any federal and/or state income tax benefits which may be available to you may be lost through the adoption of new laws or regulations or changes to existing laws and regulations or changes in the interpretation of existing laws and regulations; (iv) you, in making your investment, are relying, if at all, solely upon the advice of your personal tax advisor with respect to the tax aspects of an investment in the Company; and (v) because there are substantial restrictions on the transferability of the Shares, it may not be possible for you to liquidate your investment in case of an emergency.

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senior executive of a foreign government-owned corporation. In addition, a senior foreign political figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. The immediate family of a senior foreign political figure typically includes the senior foreign political figure’s parents, siblings, spouse, children, and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

<sup>2</sup> “Foreign shell bank” means a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision.

<sup>3</sup> Beneficial owners include, but are not limited to: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund-of-funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the participant in a self-directed pension plan; (viii) the sponsor of any other pension plan; and (ix) any Person being represented by you in the capacity of an agent, representative, intermediary, nominee or similar capacity. If a beneficiary owner is itself an entity, the information and representations set forth must also be given with respect to its beneficial owners.

e. Financial Experience. You have either: (i) consulted with your business, tax and legal advisors with respect to the documents and information relating to this transaction, and they have advised you as to the merits of the offering; or (ii) you have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of investment in the Company, including a complete loss of your investment. The aggregate amount of your investments in, and your commitment to, all similar investments that are illiquid is reasonable in relation to your net worth.

f. Capacity to Contract. If you are a natural person, you are at least 21 years of age and you have adequate means of providing for all your current and foreseeable needs and personal contingencies and have no need for liquidity in this investment. If you are an unincorporated association, all of your members who are U.S. citizens are at least 21 years of age.

g. Suitability of Investment. You have evaluated the risks of investing in the Shares (including the “Risk Factors” described in the Disclosure Document) and have determined that the Shares are a suitable investment for you. You can bear the economic risk of this investment and can afford a complete loss of your investment.

h. Accuracy of Information; Obligation to Update. Any information which you have already furnished to the Company (or any agent of the Company) with respect to you is correct and complete as of the date of this Subscription and if there should be any material change in such information prior to your purchase of Shares, you will immediately furnish such revised or corrected information to the Company and any investor in the Company to whom you gave such information.

i. Reliance. The representations, warranties, agreements, undertakings, and acknowledgments you made in this Subscription are made with the intent that they be relied upon by the Company in determining your suitability as a purchaser of the Shares and will survive your purchase. In addition, you undertake to notify the Company immediately of any change in any representation, warranty or other information relating to you set forth in this Subscription.

j. Status of Investor. You are an “accredited investor” as defined in Rule 501(a) under the Securities Act. You agree to furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Shares. You acknowledge that you have completed the applicable Investor Questionnaire of the Subscription Documentation Booklet that accompanied this Subscription, and that the information contained therein is complete and accurate as of the date thereof and is hereby affirmed as of the date hereof. Any information that has been furnished or that will be furnished by you to evidence your status as an accredited investor is accurate and complete and does not contain any misrepresentation or material omission.

k. Power and Authority; No Conflict. If you are a corporation, partnership, limited liability company, plan, trust, or other association or entity, then you have the power and authority to enter into this Subscription and each other document required to be executed and delivered by you in connection with this Subscription for Shares and to perform your obligations thereunder and to consummate the transactions contemplated thereby and the person signing this Subscription on your behalf has been duly authorized to execute and deliver this Subscription and each other document required to be executed and delivered by you in connection with this Subscription for Shares. Such execution, delivery, and compliance by you does not and will not contravene or constitute a default or breach of fiduciary duty under your certificate of incorporation, partnership agreement, limited liability company agreement, trust instrument, or other comparable organizational documents or any agreement, judgment, injunction, order, decree, or other instruments to which you are a party or by which you or any of your properties are bound. True and correct copies of such organizational documents will be delivered to the Company upon request.

l. Individual Capacity; Compliance with Employment. If you are a natural person, you have all requisite legal capacity to acquire and hold the Shares, and to execute, deliver and comply with the terms of each

of the documents required to be executed and delivered by you in connection with this Subscription for Shares. This Subscription has been duly executed by you and constitutes your valid and legally binding agreement. If you are a natural person, any investment by you in the Shares is in compliance with all applicable policies and procedures of your employer and with all applicable rules and regulations of state and federal regulatory agencies with respect to your ability to invest in the Shares.

m. **“Bad Actor” Rule.** You represent and warrant that, if by virtue of your subscription, you would own twenty percent (20%) or more of the voting securities of the Company as of the date such Shares are sold, that after due inquiry, for purposes of Rule 506(d) and Rule 506(e) of the Securities Act (the **“Bad Actor Rule”**), neither you nor any person who indirectly controls the voting of your Shares is subject to any disqualifying event as provided thereunder, whether such event occurred before, on or after September 23, 2013. You agree to notify the Company promptly in writing if, subsequent to the date hereof, you experience or become subject to a disqualifying event. If your Shares constitute (or if the Shares held in the aggregate by any group of which you are a part constitute), or may at any time in the future constitute, twenty percent (20%) or more in interest of the Company’s voting securities, as determined by the Company, you agree to provide and complete any additional information as the Company shall request. Such information and representations otherwise provided hereunder shall form a part of and be incorporated in this Subscription and shall be subject to, among other things, Sections 4, 3(i) and 3(i) of this Subscription.

n. **No Litigation.** There is no litigation or other proceeding pending or, to your knowledge, threatened against you or any of your Affiliates which, if adversely determined, would adversely affect your ability to perform your obligations under this Subscription.

o. **Consents.** No consent, approval, or authorization of, or filing, registration or qualification with, any court or governmental authority on your part is required for the execution and delivery of this Subscription by you or the performance of your obligations and duties hereunder or thereunder.

#### 4. **Indemnification and Reliance on Representations and Warranties.**

You recognize that the offer and sale of the Shares to you is based upon your representations and warranties contained in this Subscription. You agree to indemnify the Company, the officers, directors and stockholders of the Company, and their respective affiliates and agents and others acting on behalf of any of them, with respect to the offer and sale of the Shares, and to hold each of such persons harmless against all liabilities, costs or expenses (including attorneys’ fees and costs of collection) (i) arising by reason of, or in connection with, any misrepresentation or any breach of such representations or warranties by you, or arising as a result of the sale, transfer or distribution of the Shares by you in violation of the Securities Act, applicable federal and state securities laws, ERISA, the Code, and any other applicable law, or for failure to fulfill any of your covenants or agreements set forth in this Subscription; and (ii) incurred in connection with the successful defense by the Company and/or any of such other persons, of any claim, action or cause of action of yours.

#### 5. **No Right to Revoke.**

You acknowledge and agree that, except as provided under applicable state securities laws, you are not entitled to cancel, terminate, or revoke this Subscription, except that you will have no obligations hereunder if this Subscription is, for any reason, rejected or this offering is for any reason canceled by the Company. This Subscription, its provisions, and your representations and warranties contained in this Subscription, will be binding upon your heirs, legal representatives, successors and assigns.

6. **Payment.**

You agree to pay the Purchase Price in accordance with the instructions set forth in the notice that will be given by the Company.

7. **Representations and Warranties of the Company.**

The Company represents and warrants as follows:

a. The Company is a corporation duly organized, validly existing and in good standing under the laws of Florida and has the requisite power and authority to own its properties and to carry on its business as now being conducted.

b. The Company has the requisite power and authority to enter into and perform this Subscription. The execution and delivery of this Subscription by the Company and the consummation by it of the transactions contemplated thereby have been duly authorized by the Company's board of directors, and no further consent or authorization is required by the Company, its board, or its shareholders. The Subscription constitute the legal, valid, and binding obligations of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies.

c. Upon issuance, the Shares will be validly issued, fully paid and nonassessable.

d. There is no action, suit, proceeding, inquiry, or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the best knowledge of the Company, threatened against the Company. There is no outstanding judgment, order or decree of any governmental authority or arbitrator applicable to the Company, any of its properties, assets, or business.

e. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "**1934 Act**") (all of the foregoing filed prior to the date hereof and all exhibits included therein and financial statements and schedules thereto and documents (other than exhibits to such documents) incorporated by reference therein, being hereinafter referred to herein as the "**SEC Documents**"). Upon written request the Company will deliver to the Buyer true and complete copies of the SEC Documents, except for such exhibits and incorporated documents. As of their respective dates or if amended, as of the dates of the amendments, the SEC Documents complied in all material respects with the requirements of the 1934 Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the statements made in any such SEC Documents is, or has been, required to be amended or updated under applicable law (except for such statements as have been amended or updated in subsequent filings prior the date hereof). As of their respective dates or if amended, as of the dates of the amendments, the financial statements of the Company included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with United States generally accepted accounting principles, consistently applied, during the periods involved and fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). The Company is subject to the reporting requirements of the 1934 Act.

8. **General.**

This Subscription: (i) is binding upon you and your heirs, personal representatives, successors, and assigns; and (ii) will survive the issuance of the Shares.

9. **Assignment.**

You agree that neither this Subscription, nor any rights which may accrue to you hereunder, may be transferred or assigned without the prior written consent of the Company.

10. **Amendments and Waivers.**

This Subscription may be amended, and the observance of any provision hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of you and the Company.

11. **Governing Law.**

This Subscription and the rights and obligations of you and the Company hereunder shall be governed by and construed in accordance with the laws of the United States of America and the internal substantive laws of the State of Ohio, without giving effect to any choice-of-laws or conflicts-of-laws provisions or rules (whether in the State of Ohio or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Ohio, except insofar as may be affected by the securities or "blue sky" laws of the state or jurisdiction in which the offering of Shares to you is made.

12. **Counterparts.**

This Subscription may be executed and delivered in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Subscription may be executed and delivered by facsimile and with separate signature pages, with the same effect as though you and the Company had executed and delivered the same original document.

13. **Joint and Several Obligations.**

If you consist of one or more Person, this Subscription shall constitute the joint and several obligations of all such Persons.

14. **Consent to Jurisdiction, Venue and Service of Process.**

You, after having consulted or having had the opportunity to consult with legal counsel, knowingly, voluntarily, intentionally, and irrevocably: (i) consent to the jurisdiction of the Court of Common Pleas, Cuyahoga County, Ohio, and the United States District Court for the Northern District of Ohio with respect to any dispute hereunder; (ii) waive any objections to the jurisdiction and venue of any dispute hereunder in either such court; (iii) agree not to commence any dispute hereunder except in either of such courts and agree not to contest the removal of any dispute hereunder commenced in any other court to either of such courts; (iv) agree not to seek to remove, by consolidating or otherwise, any dispute hereunder commenced in either of such courts to any other court; and (v) waive personal service of process in connection with any dispute hereunder and consent to service of process by registered or certified mail, postage prepaid, addressed as set forth herein. These provisions will not be deemed to have been modified in any respect or relinquished by any party except by written instrument executed by each of them.



# US Lighting Group, Inc. Signature Page

THIS PAGE CONSTITUTES THE SIGNATURE PAGE FOR THE SUBSCRIPTION AGREEMENT AND THE INVESTOR QUESTIONNAIRE AND CONFIRMS THE UNDERSIGNED'S AGREEMENT TO BE BOUND BY SUCH DOCUMENTS. The undersigned certifies that the undersigned has read and understood each of the Subscription Agreement and the Investor Questionnaire and has been given the opportunity to review the Disclosure Document.

**Purchase Price of \$\_\_\_\_\_ for \_\_\_\_\_ Shares. The per Share price is \$0.10 and the minimum investment is \$10,000, or 100,000 Shares (unless waived by the Company).**

Title to Shares subscribed for hereunder will be held as follows (*check one*):

- Individual
- Joint Tenants with Rights of Survivorship
- Joint Tenants in Common
- Trust
- Corporation
- Partnership
- Limited Liability Company
- Other: \_\_\_\_\_

***Investor:***

\_\_\_\_\_  
Entity or Individual Name

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Printed Name/Title of Signatory (entities)

State of Domicile: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

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

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

Taxpayer Number: \_\_\_\_\_

Date of Birth (individuals): \_\_\_\_\_

Fiscal Year End (entities): \_\_\_\_\_

***Co-Investor (if applicable):***

\_\_\_\_\_  
Entity or Individual Name

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Printed Name/Title of Signatory (entities)

State of Domicile: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

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

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

Taxpayer Number: \_\_\_\_\_

Date of Birth (individuals): \_\_\_\_\_

Fiscal Year End (entities): \_\_\_\_\_

**US Lighting Group, Inc.  
Company Acceptance Page**

{Note: To be executed on behalf of US Lighting Group, Inc.  
only upon its acceptance hereof.}

Accepted \_\_\_\_\_

**US LIGHTING GROUP, INC.**

Signed: \_\_\_\_\_

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

Its: \_\_\_\_\_

## **US Lighting Group, Inc.**

### **Investor Questionnaire For Individuals**

The purpose of this questionnaire is to collect information (the “**Investor Information**”) from you to determine whether you are an accredited investor as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the “**Securities Act**”), and otherwise meet the suitability criteria established by the Company for investing in the Shares.

The nature of this offering imposes an obligation on the Company to take “reasonable steps” to verify accredited investor status. Therefore, as part of verifying your status as an accredited investor, you must fully complete and submit the questionnaire, and deliver all required supporting documentation, before the Company will consider your proposed investment. You also may be asked to submit additional documentation for the purpose of such verification, which you shall deliver either by email, in PDF form, to MCoates@USLightingGroup.com or by mail or overnight service to Michael A. Coates, US Lighting Group, Inc., 1148 East 222nd Street, Euclid, Ohio, 44117. All Investor Information will be treated confidentially; provided, however, that the Company may present Investor Information to such parties as it deems appropriate to establish that the issuance and sale of the Shares is exempt from applicable registration requirements under the Securities Act of 1933 and/or meets the requirements of applicable state securities laws. You understand that, even if you complete and execute this questionnaire and provide all requested supporting documentation, the Company may in its sole discretion refuse to accept your subscription for the Shares for any reason or for no reason.

You agree to indemnify and hold harmless the Company and its and officers, shareholders, representatives and agents, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including reasonable attorneys’ fees) arising out of or based upon any misstatement or omission in the Investor Information or any failure by you to comply with any covenant or agreement made by you in the Investor Information.

*Please Initial Applicable Representations Below*

1. \_\_\_\_ The Investor’s own net worth, taken together with the net worth of the Investor’s spouse or spousal equivalent, exceeds \$1,000,000. “Net worth” in this context means total assets (excluding the value of your primary residence) in excess of total liabilities.<sup>4</sup> “Spousal equivalent” means a cohabitant occupying a relationship generally equivalent to that of a spouse.

**To support the representations in (1) above:**

*(You **must** check box (a) or (b).)*

I will deliver to the Company:

- (a) (i) Copies of bank statements, brokerage statements, other statements of securities holdings, certificates of deposit, tax assessments, and/or appraisal reports issued by independent third parties that show my individual assets or my joint assets together with my spouse or spousal equivalent.

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<sup>4</sup> Indebtedness that is secured by your primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, is not included as a liability. However, if the amount of your indebtedness on your primary residence outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before that time, the amount of the excess is included as a liability. Nonetheless, if such excess was caused 60 days prior to the sale of securities because of procuring a mortgage to acquire the primary residence, the amount of the excess is not included as a liability. Finally, indebtedness that is secured by your primary residence in excess of the estimated fair market value of the primary residence is included as a liability.

**AND**

(ii) A copy of a consumer credit report for me (or copies of consumer credit reports for me and my spouse or spousal equivalent) issued by TransUnion, Equifax or Experian.

I understand that each document described in paragraphs (i) and (ii) above must be dated no earlier than three months prior to the date of the closing for the sale of the Shares. I understand that I may redact any of these documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm net worth.

**OR**

- (b) In accordance with the procedures described below under the heading “Independent Third-Party Verification,” I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant to deliver to the Company written confirmation of my status as an accredited investor based on my individual net worth or my joint net worth together with my spouse or spousal equivalent.

2. \_\_\_\_ The Investor had individual income<sup>5</sup> in excess of \$200,000 (or joint income with the Investor’s spouse or spousal equivalent in excess of \$300,000) in each of the two previous years and reasonably expects a gross individual income in excess of \$200,000 (or joint income with the Investor’s spouse or spousal equivalent in excess of \$300,000) this year.

**To support the representation in (2) above:**

*(You must check box (a), (b) or (c).)*

- I will deliver to the Company copies of Form W-2, Form 1099, Schedule K-1 of Form 1065 or a filed Form 1040 for each of the two most recent years showing my income or my joint income with my spouse or spousal equivalent as reported to the IRS for each of those years. I understand that I may redact such documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm annual income.

**OR**

- (b) My salary or my joint salary with my spouse or spousal equivalent is publicly available information that has been reported in a document made available by the U.S. government or any state or political subdivision thereof (for example, reported in a filing with the Securities and Exchange Commission) and I will deliver to the Company copies of such publicly available materials identifying me or me and my spouse or spousal equivalent by name and disclosing the relevant salary information for each of the two most recent years.

**OR**

- (c) In accordance with the procedures described below in the section entitled “Independent Third-Party Verification,” I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant to deliver to the Company written confirmation of my

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<sup>5</sup> “Individual income” means adjusted gross income as reported for federal income tax purposes, less any income attributable to a spouse or spousal equivalent or to property owned by a spouse or spousal equivalent, increased by the following amounts (but not including any amounts attributable to a spouse or spousal equivalent or to property owned by a spouse or spousal equivalent): (i) the amount of any interest income received which is tax-exempt under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), (iii) any deduction claimed for depletion under Section 611 *et seq.* of the Code, and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Code.

status as an accredited investor based on my individual income or my joint income together with my spouse or spousal equivalent.

3. \_\_\_\_ The Investor is a director, executive officer, or general partner of the Company, or a director, executive officer, or general partner of the general partner of the Company.

4. \_\_\_\_ The Investor is a natural person who holds, in good standing, one of the following professional licenses: the General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65).

5. \_\_\_\_ The Investor is a “knowledgeable employee,” as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940, of the Company.<sup>6</sup>

6. \_\_\_\_ The Investor is a family client, as defined in Rule 202(a)(1)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements of Rule 202(a)(1)(G)-1 and whose prospective investment in the Company is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

### **INDEPENDENT THIRD-PARTY VERIFICATION**

*(NOTE: An investor should only complete this section if, in Section (1) or (2) above, you have agreed to arrange for a third party to deliver written confirmation of your status as an accredited investor.)*

To verify my status as an accredited investor, I hereby request that the Company or its agent contact:

Name: \_\_\_\_\_

Firm name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

- Registered broker-dealer
- SEC-registered investment adviser
- Licensed attorney
- Certified public accountant

*(NOTE: You must check one of the boxes above. If none are applicable, then you may not rely on independent third-party verification, and you must instead directly submit to the Company copies of the other supporting documentation described above.)*

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<sup>6</sup> The term “knowledgeable employee” with respect to any private fund means any natural person who is: (i) an executive officer, director, trustee, general partner, advisory board member, or person serving in a similar capacity, of the private fund or an affiliated management person of the private fund (as defined in Rule 3c-5(a)(1)); or (ii) an employee of the private fund or an affiliated management person of the private fund (other than an employee performing solely clerical, secretarial or administrative functions with regard to such company or its investments) who, in connection with his or her regular functions or duties, participates in the investment activities of such private fund, other private funds, or investment companies the investment activities of which are managed by such affiliated management person of the private fund, provided that such employee has been performing such functions and duties for or on behalf of the private fund or the affiliated management person of the private fund, or substantially similar functions or duties for or on behalf of another company for at least 12 months.

I understand that the Company will send to the person or firm named above a Verification Letter substantially in the form attached as Annex A. I have informed the person named above that the Company will contact him or her to verify my status as an accredited investor, and I hereby authorize the Company and its agents to communicate with the person or firm named above to obtain such verification. **I understand that I am solely responsible for paying any fees charged by the person or firm named above in connection with verifying my status as an accredited investor.**

# US Lighting Group, Inc.

## Investor Questionnaire For Entities

### I. Verification of Status as “Accredited Investor” under Regulation D

The purpose of this questionnaire is to collect information (the “**Investor Information**”) from you to determine whether you are an accredited investor as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the “**Securities Act**”), and otherwise meet the suitability criteria established by the Company for investing in the Shares. The Company reserves the right, in its sole discretion, to verify your status as an accredited investor using any other methods that it may deem acceptable from time to time.

The nature of this offering imposes an obligation on the Company to take “reasonable steps” to verify accredited investor status. Therefore, as part of verifying your status as an accredited investor, you must fully complete and submit the questionnaire, and deliver all required supporting documentation, before the Company will consider your proposed investment. Depending on your representation(s) below, you may be asked to submit additional documentation to enable us to verify your status and asset ownership, which you shall deliver either by email, in PDF form, to MCoates@USLightingGroup.com or by mail or overnight service to Michael A. Coates, US Lighting Group, Inc., 1148 East 222nd Street, Euclid, Ohio, 44117. All Investor Information will be treated confidentially; provided, however, that the Company may present Investor Information to such parties as it deems appropriate to establish that the issuance and sale of the Shares is exempt from applicable registration requirements under the Securities Act of 1933 and/or meets the requirements of applicable state securities laws. You understand that, even if you complete and execute this questionnaire and provide all requested supporting documentation, the Company may in its sole discretion refuse to accept your subscription for the Shares for any or no reason or for no reason.

You agree to indemnify and hold harmless the Company and its and officers, shareholders, representatives and agents, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including reasonable attorneys’ fees) arising out of or based upon any misstatement or omission in the Investor Information or any failure by you to comply with any covenant or agreement made by you in the Investor Information.

*Please Initial Applicable Representations Below*

1. \_\_\_\_ The Investor has total assets in excess of \$5,000,000 AND was not formed for the specific purpose of acquiring the Shares offered<sup>7</sup> AND is any of the following:

- 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.

2. \_\_\_\_ The Investor is any of the following:

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<sup>7</sup> If the Investor is an entity, it may be deemed to be formed for the specific purpose of acquiring a Membership Interest if either (i) the amount of the Investor’s subscription for a Membership Interest exceeds 40% of the Investor’s total assets (on a consolidated basis with the Investor’s subsidiaries), or (ii) interest holders in the Investor may decide individually whether to participate, or the extent of their respective participation, in the Investor’s investment in the Company (i.e., holders of interest in the Investor may determine individually whether or not their respective capital will form part of the capital invested by the Investor in the Company).

- an employee benefit plan whose investment decision is being made by a plan fiduciary, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan whose total assets are in excess of \$5,000,000 or a self-directed employee benefit plan whose investment decisions are made solely by persons that are accredited investors;
- a bank, or any savings and loan association or other institution acting in its individual or fiduciary capacity;
- a broker or dealer;
- an insurance company;
- an investment company or a business development company under the Investment Fund Act of 1940, as amended;
- a private business development company under the Investment Advisers Act of 1940;
- a Small Business Investment Fund licensed by the U.S. Small Business Administration;
- an investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state;
- an investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the Investment Advisers Act of 1940;
- a Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act;
- an entity of a type not listed above, that is not formed for the specific purpose of acquiring the Shares and owns investments in excess of \$5,000,000 (for purposes of this clause, “investments” means investments as defined in Rule 2a51-1(b) under the Investment Company Act of 1940);
- a family office, as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, that (i) has assets under management in excess of \$5,000,000; (ii) is not formed for the specific purpose of acquiring the Shares and (iii) has a person directing the prospective investment who has such knowledge and experience in financial and business matters so that the family office is capable of evaluating the merits and risks of the prospective investment; OR
- a family client, as defined in Rule 202(a)(1)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements above and whose prospective investment in the Company is directed by that family office pursuant to clause (iii) above.

3. \_\_\_\_ The Investor is a trust not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000 AND whose purchase is directed by a sophisticated person.

4. \_\_\_\_ The Investor is an entity as to which all the equity owners are accredited investors, or, in the case of a trust, a trust which is revocable by the grantor, and the grantor, individually, qualifies as an “accredited investor.” *If only this statement (4) has been initialed (i.e., not 1, 2 or 3), please have each equity owner (or, in the case of a trust, the grantor of such trust) fill out the Investor Questionnaire for Individuals or the Investor Questionnaire for Entities, as applicable. Please feel free to make copies of these pages for each equity owner (or grantor).*

## II. Supplemental Data for Entity Investors

*Please Respond to the Questions Below*

1. Is the Investor either a tax-exempt foundation or endowment or a pension, profit-sharing, annuity or employee benefit plan? YES  NO
2. Please indicate whether or not the Investor is, or is acting on behalf of, (i) an employee benefit plan within the meaning of Section 3(3) of ERISA, whether or not such plan is subject to ERISA, or (ii) an entity which is deemed to hold the assets of any such employee benefit plan pursuant to 29 C.F.R. § 2510.3-101. YES  NO



3. Please indicate whether or not the Investor is a U.S. pension trust or governmental plan qualified under Section 401(a) of the Code or a U.S. tax-exempt organization qualified under Section 501(c)(3) of the Code. **YES**  **NO**
4. Is the Investor a registered investment company or a private investment company which is not registered under the Investment Company Act, as amended, in reliance on Section 3(c)(1) or Section 3(c)(7) thereof? **YES**  **NO**
5. If the Investor is a Section 3(c)(1) or Section 3(c)(7) fund and may be deemed to be formed for the specific purpose of acquiring Shares, how many beneficial owners does the Investor have? **YES**  **NO**  *Note: if the Answer is "Yes," the Company may limit your investment to less than 10% ownership of the Company.*
6. If the Investor is a Section 3(c)(1) or Section 3(c)(7) fund and was formed prior to April 30, 1996, has it obtained all requisite consents from its equity holders to be treated as a Qualified Purchaser? **YES**  **NO**  **N/A**

**FORM W-9**

**See attached.**

## **Additional Representation with Respect To Investment By an IRA Or Self-Directed Pension Plan**

If the Investor is an Individual Retirement Account or self-directed pension plan, the individual who established the IRA or the individual who directed the pension plan's investment in the Company, as the case may be, has signed below to indicate that the undersigned hereby represents and warrants for himself or herself those representations set forth in Section 3 of the Subscription Agreement.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Name and Address of Custodian  
and Contact Individual:

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

Account:

\_\_\_\_\_

Custodian's Tax I.D. Number:

\_\_\_\_\_

**ANNEX A**  
**FORM OF INDEPENDENT THIRD-PARTY VERIFICATION LETTER**

[FIRM NAME OR INDIVIDUAL NAME OF INDEPENDENT THIRD PARTY]  
[ADDRESS FOR INDEPENDENT THIRD PARTY]

Dear [NAME]:

Your client, [NAME OF PROSPECTIVE INVESTOR] (the “**Prospective Investor**”), has asked us to contact you directly to request that you verify the Prospective Investor’s status as an “accredited investor” as that term is defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (an “**Accredited Investor**”). We are requesting this verification to ensure that the Prospective Investor is eligible to participate in a placement of securities (the “**Offering**”) by US Lighting Group, Inc. (the “**Company**”) that is only open to Accredited Investors.

Based on representations made to us by the Prospective Investor, we understand that you are [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney/a certified public accountant]. We further understand that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth] (calculated pursuant to Rule 501(a) of Regulation D), and that you have undertaken an independent analysis of the Prospective Investor’s status as an Accredited Investor at least once during the three-month period preceding the date of this letter.

Kindly check box (a) or (b) below and complete the blank, as applicable:

- (a) I am [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which I am admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of my residence or principal office]. I have taken reasonable steps to verify that the Prospective Investor is an Accredited Investor based on [his/her] [income/net worth] (whether individual or together with [his/her] spouse or spousal equivalent) and, based on those steps, I have determined that the Prospective Investor is an Accredited Investor. The most recent date as of which I have made such determination is \_\_\_\_\_. To my knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead me to believe that the Prospective Investor has ceased to be an Accredited Investor. I acknowledge that the Company will rely on this letter in determining the Prospective Investor’s eligibility to participate in the Offering and I consent to such reliance.
  
- (b) I cannot confirm the Prospective Investor’s status as an Accredited Investor.

Once completed, please sign below and submit a copy of the countersigned letter to the Company by either email, in PDF form, to MCoates@USLightingGroup.com or by mail or overnight service to Michael A. Coates, US Lighting Group, Inc., 1148 East 222nd Street, Euclid, Ohio, 44117.

Sincerely,

US Lighting Group, Inc.

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Countersigned:  
[FIRM NAME]

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

cc: [NAME OF PROSPECTIVE INVESTOR]

*(NOTE: If you prefer to use a different form of documentation to confirm the Prospective Investor's status as an Accredited Investor, please submit your alternative form of verification to the Company using one of the methods listed in the last full paragraph above. Note that if you use a different form of verification, it must be signed and dated and include, at a minimum: (a) confirmation of your status as a registered broker-dealer, an SEC-registered investment adviser or a licensed attorney in good standing under the laws of the jurisdictions in which you are admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of your residence or principal office; (b) a statement that you have taken reasonable steps to verify that the Prospective Investor qualifies as an Accredited Investor based on his or her income or net worth; (c) a statement that, based on those steps, you have determined that the Prospective Investor is an Accredited Investor; (d) the date as of which you most recently made that determination; (e) a statement that, to your knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead you to believe that the Prospective Investor has ceased to be an Accredited Investor; and (f) an acknowledgement that the Company will rely on your letter in determining the Prospective Investor's eligibility to participate in the Offering and your consent to such reliance. The Company reserves the right to reject any alternative form of verification letter in its sole discretion.)*