

**THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS PURSUANT TO REGISTRATION OR EXEMPTION FROM REGISTRATION REQUIREMENTS THEREUNDER. THE SECURITIES PURCHASED HEREUNDER ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND RESALE UNDER THE OPERATING AGREEMENT OF THE COMPANY.**

**INVESTMENT LETTER AND SUBSCRIPTION AGREEMENT**  
**DriveApps.LIVE, Inc.**

In connection with the offer and sale of up to 10 Investment Units ("Investment Units") that represent up to \$500,000 participation in a Convertible Debenture offered by DriveApps.LIVE, Inc., a Delaware C Corporation, ("the Company"), the undersigned ("Investor") hereby agrees, acknowledges, certifies, represents and warrants to the Company, as follows:

1. The undersigned had access to, and has had the opportunity to request to inspect a copy of each of the following documents:

- A. Articles of Organization of the Company
- B. Shareholder Agreement of the Company
- C. Business Plan of the Company
- D. Promissory Note
- E. Loan Agreement

2. The undersigned has had the opportunity to ask questions, and has received satisfactory answers from the Company and its officers to all such inquiries concerning the Company, its business and operations, and my proposed investment in the Company. The undersigned has been furnished all documents and records which have been requested relating to the Company and investment in the Company, and has been afforded the opportunity to obtain any additional information the undersigned and/or his/her advisors have deemed necessary in order to evaluate the merits and risks of this investment and to verify the accuracy of information provided. The undersigned has made satisfactory independent investigation of the investment.

3. The undersigned has knowledge and experience in financial and business matters, and is capable of evaluating the merits and risks of investment in the Company.

4. The undersigned is able to bear the economic risks of this investment. The undersigned's overall commitment to investments which are not readily marketable is not disproportionate to his/her net worth, and this investment in the Company will not cause such overall commitment to become excessive. The undersigned understands that there is a risk that the undersigned may lose all of its investment, but feels that he/she/it can afford such a loss, and have adequate means of providing for their

current needs and personal contingencies.

5. The undersigned is aware that no Federal or State agency has made any findings or determinations as to the fairness of the offer and sale of these Units, nor made any recommendation or endorsement of these Units as an investment.

6. The undersigned understands that there are risks associated with this investment, including but not limited to the following:

- A. As of this date, the Company has no revenue. While the principals anticipate that a market exists for the technologies and products of the Company, there can be no assurance that these technologies and products will have sustained viability in the marketplace.
- B. The Units in the Company purchased by the Investors have not been registered under the Securities Act of 1933 or under the Securities Act of any State, and may not be sold or otherwise transferred except upon such registration or compliance with an available exemption.
- C. The business of the Company is subject to certain conditions over which the Investors have no control, including the general economic climate, operating costs, technological advancements, Federal income tax laws, and other conditions, all or any of which could have an adverse effect on the Company.
- D. Each Investor will hold a minority interest in the Company and, therefore, will not control the decisions to be made by the Company.
- E. There are Federal, State, and Local income tax consequences associated with this investment which may be material to the investment in the Company and may affect its value.
- F. An Investor may not be able to readily liquidate his investment, since there is no market for the resale of the Units and the transfer of Units is restricted by their terms and by Federal and State Securities Laws.
- G. The success of the Company may rely on its ability to secure additional funding at a later date.
- H. The Company's activities are in an industry which typically incurs large start-up costs and may incur significant losses in the early years.
- I. The success of the Company will rely on the services of the principals in large part. Should any of the principals be unable to render services to the Company, this could substantially impair the Company's ability to succeed in its competitive industry.

7. The undersigned realizes that (a) the purchase of the Units is a long-term investment; (b) the Units have not been registered under the Securities Act of 1933, as amended, or applicable state securities laws, and the Company has no obligation or intention to register the Units for resale under

any federal or state securities laws, to register the Company under the Investment Company Act of 1940, or to take any action (including the filing of reports or the publication of information required by Rule 144 under the Securities Act or the Investment Company Act of 1940) which would make available any exemption from the registration requirements of such laws; and consequently, the Subscriber may be precluded from selling or otherwise transferring or disposing of its Units or any portion thereof and may therefore have to bear the economic risk of investment in the Units for an indefinite period unless the Units are subsequently registered under these laws or exemptions from registrations are available; (c) there presently is no public market for the Units and the undersigned may not be able to liquidate the undersigned's investment in the Units in the event of an emergency or to pledge the Units as collateral for loans; and (d) the transferability of the Units is restricted, and (i) requires the written consent of the Company, and (ii) requires conformity with the restrictions contained in paragraph 9 below, and (iii) will be further restricted by legends placed on the certificate or certificates representing the Units referring to the applicable restrictions on transferability, and by stop transfer orders or notations on the Company's records referring to the restrictions on transferability; and (d) there are inherent conflicts of interest in this investment.

8. The undersigned represents and warrants that the undersigned is a bona fide resident of, and is domiciled in and received the offer and made the decision to invest in the Units in, the state of \_\_\_\_\_, and that the Units are being purchased by the undersigned in the undersigned's own name solely for the undersigned's own beneficial interest, and not as nominee for, or on behalf of, or for the beneficial interest of, or with the intention to transfer to, any other person, trust or organization, except as specifically set forth in paragraph 14 of the Investment Letter and Subscription Agreement.

9. The undersigned has been advised that the Units have not been registered under the Securities Act of 1933, as amended, or applicable state securities laws, that the Units are being offered and sold pursuant to exemptions from the registration requirements of these laws, and that the reliance of the Company on these exemptions is predicated in part on the undersigned's representations to the Company contained in this Investment Letter and Subscription Agreement. The undersigned represents and warrants that the Units are being purchased for the undersigned's own account and for investment and without the intention of reselling or redistributing the Units, that the undersigned has not made any agreement with any other person or entity regarding any of the Units, and that the undersigned's financial condition is such that it is not likely that it will be necessary for the undersigned to dispose of the Units in the foreseeable future. The undersigned is aware that, in the view of the Securities and Exchange Commission, a purchase of the Units with an intent to resell the Units by reason of any foreseeable specific contingency or anticipated change in market values, or any change in the condition of the Company or its business, or in connection with a contemplated liquidation or settlement of any loan obtained for the acquisition of the Units and for which the Units were pledged as security, would represent an intent that is inconsistent with the representations set forth above. The undersigned further represents and agrees that, if, contrary to the undersigned's foregoing intentions, the undersigned later should desire to dispose of or transfer any of the Units (or the stock in the Company if the Units are converted) in any manner, the undersigned will not do so without first obtaining (i) an opinion of independent counsel satisfactory to the Company to the effect that the proposed disposition or transfer lawfully can be made without registration of the Units pursuant to the Securities Act of 1933 and then in effect and applicable state securities law, or (ii) such registration (it being expressly understood that the Company will have no obligation to register the securities for this purpose).

10. As the Company seeks to comply with all applicable laws concerning money laundering and related activities, the Subscriber represents and warrants that to the best of its knowledge after appropriate due diligence investigation: (i) none of the cash and other property

contributed to the Company by the Subscriber was, and none that is being contributed is or will be directly or indirectly derived from any activity that is deemed criminal under United States law or that contravenes federal, state or international laws and regulations dealing with anti-money laundering; and (ii) no contribution or payment to the Company by the Subscriber shall (to the extent such matters are within the Subscriber's control) cause the Company or the Company to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001, or any other federal or state anti-money laundering statutes and regulations. The Subscriber understands and agrees that, if at any time any of the representations in this Section 10 are incorrect or if otherwise required by applicable law or regulation relating to money laundering and similar activities, the Company and the Company may undertake appropriate actions to ensure compliance with such laws and regulations, including removal of the Subscriber from the Company.

11. The rules and regulations administered by the United States Treasury Department's Office of Foreign Assets Control ("OFAC") prohibit, among other things, the engagement in transactions with, and the provision of services to, certain countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/offices/enforcement/ofac/>. In addition, the programs administered by OFAC ("OFAC Programs") prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists. The Subscriber represents and warrants that, to the best of its knowledge, none of: (a) the Subscriber; (b) any person controlling or controlled by the Subscriber; (c) if the Subscriber is a privately held entity, any person having a beneficial interest in the Subscriber; (d) if the Subscriber is not the beneficial owner of all of the Shares, any person having a beneficial interest in the Shares; or (e) any person for whom the Subscriber is acting as agent or nominee in connection with this investment in the Shares; is a country, territory, individual or entity named on any OFAC list, or is a person or entity prohibited under the OFAC Programs.

12. If the Subscriber is a non-U.S. banking institution ("Non-U.S. Bank") or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Non-U.S. Bank, the Subscriber represents and warrants to the Company that: (a) the Non-U.S. Bank has a fixed address, other than solely an electronic address, in a country in which the Non-U.S. Bank is authorized to conduct banking activities; (b) the Non-U.S. Bank employs one or more individuals on a full-time basis; (c) the Non-U.S. Bank maintains operating records related to its banking activities; (d) the Non-U.S. Bank is subject to inspection by the banking authority that licensed the Non-U.S. Bank to conduct banking activities; and (e) the Non-U.S. Bank does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a regulated affiliate.

13. The Subscriber agrees to notify the Company promptly if there is any change with respect to any of the information or representations made in this Agreement. Without limiting the foregoing, the Subscriber understands and agrees that if at any time any of the representations or warranties set forth in Sections 10, 11, or 12 ceases to be true or if the Company no longer reasonably believes that it has satisfactory evidence that such representations and warranties are true, notwithstanding any other agreement to the contrary, or if it is otherwise required by applicable law or regulation related to money laundering and similar activities, the Company may undertake appropriate actions to ensure compliance with applicable law or regulation. In furtherance of this Agreement, the Company may be obligated to freeze the Subscriber's investment, either by prohibiting additional investments, declining or suspending withdrawal requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or the Subscriber's investment may immediately be involuntarily withdrawn by the Company and the Company may also be required to report such

action and to disclose confidential information about the Subscriber and, if applicable, any underlying beneficial owners, to OFAC or any other authority. If the Company is required to take any of the foregoing actions, the Subscriber understands and agrees that it shall have no claim against the Company, or any of its respective affiliates, shareholders, officers, directors, employees, agents or representatives for any form of damages as a result of any of the aforementioned actions.

14. The undersigned represents and warrants that the undersigned or the purchaser of the Units named below fits within each category marked below, and that for any category marked the undersigned has truthfully set forth the factual basis or reason the undersigned fits within that category. ALL INFORMATION IN RESPONSE TO THIS PARAGRAPH WILL BE KEPT STRICTLY CONFIDENTIAL. However, the undersigned, by signing this Investment Letter and Subscription Agreement, agrees that the Company may present this document to whomever it deems appropriate if the Company is called upon to establish the availability of an exemption to the registration requirements of the Securities Act of 1933, as amended, and applicable state securities laws for this offering and sale of stock, or is otherwise required by law. The undersigned agrees to furnish any additional information that the Company deems necessary in order to verify the answers set forth below.

Category I. \_\_\_\_\_ The undersigned is an individual (not a partnership, corporation, trust, etc.) whose net worth with the undersigned's spouse presently exceeds \$1 million. In calculating net worth the undersigned may include equity in personal property and real estate, estate, including the undersigned's principal residence, cash, short-term investments, stocks, bonds, and securities. Equity in personal property and real estate should be based upon the fair market value of the property less any debt secured by the property.

Category II. \_\_\_\_\_ The undersigned is an individual (not a partnership, corporation, trust, etc.) who has had an individual income in excess of \$200,000 (or \$300,000 with the undersigned's spouse) in each of the last two years, and reasonably expects to reach the same income level in the current year. Income includes foreign income, tax exempt income, and the full amount of any capital gains and losses. Individual income does not include any income of the undersigned's spouse or other family members; it also does not include any unrealized capital appreciation.

Category III. \_\_\_\_\_ The undersigned is a bank, insurance company, registered investment company, registered business development company, license small business investment company, or employee benefit plan within the meaning of Title I of ERISA whose plan fiduciary is either a bank, insurance company or registered investment advisor, or whose total assets exceed \$5 million.

\_\_\_\_\_ (Describe entity)

Category IV. \_\_\_\_\_ The undersigned is a trustee of a trust that is revocable by the grantor at any time (including an individual retirement account) and the grantor qualifies under either Category I or Category II above. A copy of the trust agreement or declaration of trust and a representation as to the net worth and income of the grantor is enclosed with this Investment Letter and Subscription Agreement.

Category V. \_\_\_\_\_ The undersigned is an entity of which all of the equity owners are "accredited investors" within one or more of the categories. If this category is the only category checked, each of the equity owners of the entity must complete a separate copy of this Investment Letter and Subscription Agreement.

\_\_\_\_\_  
(Describe entity)

15. The undersigned is informed of the significance to the Company of the foregoing representations, agreements and consents, and they are made with the intention that the Company may rely upon them and agrees to indemnify the Company, and its officers, directors and agents (the "Indemnified Parties") for any loss, claim or liability which any Indemnified Party might incur as a result of reliance upon any fact misrepresented by the undersigned in the Investment Letter and Subscription Agreement.

16. The undersigned, if other than an individual, additionally represents:

- A. That the undersigned was not organized for the specific purpose of acquiring the Units; and
- B. That this Investment Letter and Subscription Agreement has been duly authorized by all necessary action on the part of the undersigned, has been duly executed by an authorized officer or representative of the undersigned, and is a legal, valid and binding obligation of the undersigned enforceable according to its terms.

17. The undersigned further represents and warrants that (place an "X" in one place below):

- A. \_\_\_\_\_ the undersigned was not assisted or advised by the undersigned's own professional advisor in connection with the undersigned's investment in the Units.
- B. \_\_\_\_\_ the undersigned was assisted or advised by the undersigned's own professional advisor in connection with the undersigned's investment in the Units. The advisor's name, address and occupation are as follows:  
  
\_\_\_\_\_

18. Manner in which title to the Units is to be held. Place an "X" in one place below.

- A. \_\_\_\_\_ Individual ownership
- B. \_\_\_\_\_ Community property
- C. \_\_\_\_\_ Joint tenant with right of survivorship
- D. \_\_\_\_\_ Partnership
- E. \_\_\_\_\_ Tenants in common
- F. \_\_\_\_\_ Corporation
- G. \_\_\_\_\_ Trust
- H. \_\_\_\_\_ Other  
(Describe \_\_\_\_\_)

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

**INDIVIDUAL**

Address to which correspondence  
should be sent

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Signature) – all record holders must sign

\_\_\_\_\_  
City, State and ZIP Code

\_\_\_\_\_  
Name(s) typed or printed

\_\_\_\_\_  
Social Security or Taxpayer Identification  
Number

\_\_\_\_\_  
Telephone Number

**CORPORATION, PARTNERSHIP, TRUST  
OR OTHER ENTITY**

Address to which correspondence  
should be sent

\_\_\_\_\_  
Name of Entity

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

By: \_\_\_\_\_ \*  
Its: \_\_\_\_\_

\_\_\_\_\_  
City, State and ZIP Code

\_\_\_\_\_  
Social Security or Taxpayer Identification  
Number

\_\_\_\_\_  
Name(s) typed or printed

\_\_\_\_\_  
Telephone Number

\* If the Units are being subscribed for by an entity, the Certificate of Signatory also must be completed.

**CERTIFICATE OF SIGNATORY**

To be completed if the Units are being subscribed for by an entity.

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute, deliver and carry out the terms and provisions of the Investment Letter and Subscription Agreement and to purchase and hold

the Units. I further certify that the Investment Letter and Subscription Agreement has been duly and validly executed on behalf of the entity and constitutes a legal and binding obligation of the Entity.

### **BACKUP WITHHOLDING**

Under penalties of perjury, the Subscriber certifies, unless it has checked the statement below, that the Subscriber has not been notified that it is subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified the Subscriber that it is no longer subject to backup withholding.

\_\_\_\_\_ The Subscriber is subject to backup withholding.



**SUBSCRIPTION**

I hereby subscribe for the purchase of \_\_\_\_ Investment Units in the Company, at a purchase price of Fifty Thousand Dollars (\$50,000.00) per Unit, for a total investment in the Convertible Debenture of \$\_\_\_\_\_, payable immediately in cash. Tendered herewith is a check in the full amount of the subscription price for the Units. I understand that each Investment Unit entitles me to receive a \$50,000.00 share in the Convertible Debenture as described in the Offering Summary and evidenced by the Promissory Note and Loan Agreement.

I have executed this Investment Letter and Subscription Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and ZIP Code

\_\_\_\_\_  
Social Security or Taxpayer Identification  
Number

**ACCEPTANCE**

The above Subscription is hereby accepted.

Yakkertech, Limited

By:

\_\_\_\_\_

Date: \_\_\_\_\_