

Subscriber's spouse in excess of \$300,000 in each of such years and reasonably expects to have income of at least the same level for the current year.

\_\_\_\_\_(ii) Subscriber has an individual net worth, or a combined net worth with Subscriber's spouse, in excess of \$1,000,000. For purposes of this Subscription Agreement, "net worth" means the excess of total assets at fair market value, including personal property and real estate, cash, short-term investments, stock and securities, over total liabilities; provided, that (1) the value of such person's primary residence, calculated by subtracting from the estimated fair market value of the property the amount of debt secured by the property up to the estimated fair market value of the property, is excluded, and (2) if the amount of the debt or other indebtedness secured by such person's primary residence exceeds its fair market value, such excess liability must be deducted from such person's net worth.

6. **Subscriber understands the fundamental aspects of, and risks involved in an investment in the Shares, including: (1) the speculative nature of the investment; (2) the financial hazards involved, including the risk of losing the entire investment; (3) the lack of liquidity and the restrictions on transferability of the Shares; and (4) the restrictions on the trading of such Shares, including a limitation on trading for two (2) years after the issuance thereof to Subscriber. IN ADDITION, SUBSCRIBER HAS REVIEWED THE PRIVATE PLACEMENT MEMORANDUM, INCLUDING THE RISK FACTORS DISCLOSURE CONTAINED THEREIN, AND ALL OF SUBSCRIBER'S QUESTIONS IN CONNECTION WITH SUCH RISK FACTORS HAVE BEEN ANSWERED BY GAB.**

7. The address and taxpayer identification number set forth on the signature page is Subscriber's true and correct principal address and taxpayer identification number, and Subscriber has no present intention of becoming a resident of any other state, country, or jurisdiction.

8. Subscriber is of sound mind and judgment and otherwise competent to execute and agree to be bound by this Agreement. Subscriber is not barred from doing so by any other agreement, law, court or regulatory agency approval, or otherwise, and either has obtained all necessary consents or approvals of third parties, including, without limitation, spousal consents, and has attached a copy of such consents or approvals hereto, or none are required.

9. All of the information that Subscriber has heretofore furnished to GAB, or that is set forth herein with respect to Subscriber, its financial position, and its business and investment experience, is correct and complete as of the date hereof, and, if there should be any material change in such information prior to the closing of the purchase of the Shares, Subscriber will immediately furnish the revised or corrected information to GAB. Subscriber agrees to furnish any additional information requested by GAB or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase of the Shares.

10. Subscriber believes that Subscriber's prior investment experience and knowledge of investments enables Subscriber to make an informed decision with respect to the purchase of the Shares. Subscriber has such knowledge and experience in financial and business matters that Subscriber is capable of evaluating the merits and risks of a contribution of an investment in the Shares. With the assistance of Subscriber's own professional advisors, to the extent that Subscriber has deemed appropriate, Subscriber has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Shares and the consequences of this Subscription Agreement. Subscriber has considered the suitability of the Shares as an investment in light of Subscriber's own circumstances and financial condition and Subscriber is able to bear the risks associated with an investment in the Shares and has authority to invest in the Shares.

11. No person other than Subscriber will have a direct or indirect interest in the Shares subscribed for hereby.

12. Subscriber acknowledges that neither GAB nor any other person offered to sell the Shares to Subscriber by means of any form of general solicitation or advertising, including but not limited to:

(i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or (ii) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.

13. Subscriber will comply with all applicable laws and regulations in effect in any jurisdiction in which Subscriber purchases or sells securities, including the Shares, and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which Subscriber is subject or in which Subscriber makes such purchases or sales, and GAB shall have no responsibility therefor.

14. Subscriber understands that the Shares are "restricted securities" under applicable federal securities laws and agrees: (i) that Subscriber will not sell, assign, pledge, give, transfer or otherwise dispose of the Shares or any interest therein, or make any offer or attempt to do any of the foregoing for a period of two (2) years after the issuance thereof, and thereafter, except pursuant to a registration of the Shares under the Securities Act and all applicable State Acts, or in a transaction which is exempt from the registration provisions of the Securities Act and all applicable State Acts; (ii) that the certificates representing the Shares may bear a legend making reference to the foregoing restrictions; and (iii) that GAB and its affiliates shall not be required to give effect to any purported transfer of the Shares except upon compliance with the foregoing restrictions.

15. It is agreed that GAB reserves the unrestricted right to reject or limit in whole or in part any subscription and to close the offer at any time. Further, Subscriber acknowledges that GAB has the right in its sole and absolute discretion to abandon the private placement at any time prior to the completion of the offering. This Subscription Agreement shall thereafter have no force or effect and GAB shall not accept the subscription price for the Shares.

16. Subscriber understands that no federal or state agency has passed upon the merits or risks of purchase of the Shares, or the accuracy or adequacy of disclosures made to Subscriber by GAB, nor approved of, or made any finding, recommendation or determination concerning the fairness or advisability of this investment.

17. The foregoing representations are true and accurate as of the date hereof, shall be true and accurate as of the date of the closing of this offering, and shall survive such closing. If, in any respect, such representations shall not be true and accurate prior to or upon the closing of this offering, Subscriber shall give written notice of such fact to GAB, specifying which representations are not true and accurate and the reasons therefor, with a copy to its purchaser representative(s), if any.

#### **Section 4. Terms and Conditions of Subscription and Closing.**

1. Upon receipt and acceptance by GAB of subscription documents, GAB shall, with reasonable dispatch, issue and deliver the Shares to Subscriber.

2. *Subscriptions will not be deemed accepted by GAB until the latest to occur of (i) receipt from a subscriber of a duly executed and completed Subscription Agreement; (ii) satisfaction, in GAB's sole discretion, that Subscriber is an accredited investor; and (iii) the Company has collected subscriptions for 10,000,000 Shares in the aggregate from all subscribers. Subscriptions may not be*

*withdrawn by Subscriber after delivery of the executed Subscription Agreement. GAB may, in its sole discretion, accept or reject the subscription of any person in whole or in part.*

**Section 5. Agreements by Subscriber and GAB with respect to the Shares.**

1. ***Compliance with Laws and Regulations.*** The purchase of the Shares shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required. Without limiting the generality of the foregoing, Subscriber acknowledges and understands that the Shares have not been registered under the Securities Act of 1933, as amended, or under the “blue sky” or securities laws of any state, that GAB has no obligation to register the Shares, and that, except to the extent the Shares are so registered, the Shares will be restricted securities and may be sold, transferred or otherwise disposed of only if an exemption from such registration is available. Unless the Shares have been so registered, and, if the Shares are certificated, there shall be noted conspicuously upon each certificate representing the Shares the following restrictive legend:

**MULTIPLE CLASSES OF STOCK.** GAB WILL FURNISH TO ANY SHAREHOLDER UPON REQUEST, WITHOUT CHARGE, A FULL STATEMENT OF THE DESIGNATION, RELATIVE RIGHTS, PREFERENCES AND LIMITATIONS OF EACH CLASS OF SHARES AND SERIES OF SHARES AUTHORIZED TO BE ISSUED.

**TRANSFER RESTRICTIONS.** THE SHARES REGISTERED IN THIS LEDGER OR EVIDENCED BY THIS CERTIFICATE OR DOCUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”) NOR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE PLEDGED, SOLD, ASSIGNED, HYPOTHECATED OR OTHERWISE TRANSFERRED UNTIL THE EXPIRATION OF THE RESTRICTION PERIOD, AS DEFINED BELOW, AND THEREAFTER UNTIL: (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAW OR (2) THE COMPANY RECEIVES AN OPINION OF COUNSEL TO THE COMPANY OR OTHER COUNSEL TO THE HOLDER OF SUCH SHARES (WHICH OTHER COUNSEL IS SATISFACTORY TO THE COMPANY) THAT SUCH SHARES MAY BE PLEDGED, SOLD, ASSIGNED, HYPOTHECATED OR TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR APPLICABLE STATE SECURITIES LAWS. NOTWITHSTANDING THE FOREGOING, THE SHARES REGISTERED IN THIS LEDGER OR EVIDENCED BY THIS CERTIFICATE OR DOCUMENT MAY NOT BE PLEDGED, SOLD, ASSIGNED, HYPOTHECATED OR TRANSFERRED UNTIL JUNE 1, 2023 (THE “RESTRICTION PERIOD”), WITHOUT THE COMPANY’S WRITTEN AGREEMENT, IN ITS SOLE DISCRETION. AFTER SUCH RESTRICTION PERIOD EXPIRES OR THE COMPANY AGREES IN WRITING TO SHORTEN SUCH RESTRICTED PERIOD, AND FOR SO LONG AS THE SECURITIES REGISTERED IN THIS LEDGER OR REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, THE SECURITIES, WHICH HAVE BEEN ACQUIRED SOLELY FOR INVESTMENT, MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL, IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR APPLICABLE STATE SECURITIES LAWS OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SAID ACT.

**SUBSCRIPTION AGREEMENT.** THE SHARES REGISTERED IN THIS LEDGER OR EVIDENCED BY THIS CERTIFICATE OR DOCUMENT ARE SUBJECT TO PROVISIONS OF A SUBSCRIPTION AGREEMENT WITH THE COMPANY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, AND MAY NOT BE FURTHER PLEDGED, OR SOLD, ASSIGNED, HYPOTHECATED OR TRANSFERRED UNTIL THE EXPIRATION OF THE RESTRICTION PERIOD, WITHOUT THE EXPRESS CONSENT OF THE COMPANY, WHICH MAY BE WITHHELD IN THE COMPANY'S SOLE AND ABSOLUTE DISCRETION.

**NON-TRANSFERABILITY RISK.** THE SHARES REGISTERED IN THIS LEDGER OR EVIDENCED BY THIS CERTIFICATE OR DOCUMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

**PRE-EMPTIVE RIGHTS.** THERE ARE NO PRE-EMPTIVE RIGHTS.

2. ***Confidentiality.*** Subscriber shall not reveal (or permit to be revealed) to a third party or use for Subscriber's own benefit without the prior written consent of GAB any confidential information pertaining to the business of GAB or its affiliates, including but not limited to information about its customers, suppliers, employees, financial condition, operation procedures, know-how, production, distribution, work and organizational methods, experiment results, patent or other trade secrets (collectively, "**Confidential Information**"). This prohibition shall not apply after the Confidential Information has been voluntarily disclosed to the public, independently developed and disclosed by others, or otherwise enters the public domain through lawful means.

3. ***Market Stand-Off Agreement.*** To the extent requested by GAB or an underwriter of securities of GAB, each Subscriber shall not sell or otherwise transfer or dispose of any securities of GAB, including without limitation, the Shares, then owned by such Subscriber (other than to donees or partners of the Subscriber who agree to be similarly bound) for up to 180 days following the effective date of any registration statement of GAB filed under the Securities Act; provided however that, if during the last 17 days of the restricted period GAB issues an earnings release or material news or a material event relating to GAB occurs, or before the expiration of the restricted period GAB announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period, and if GAB's securities are listed on the Nasdaq Stock Market and Rule 2711 thereof applies, then the restrictions imposed by this Section 5.3 will continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event; provided, further, that such automatic extension will not apply to the extent that the Financial Industry Regulatory Authority has amended or repealed NASD Rule 2711(f)(4), or has otherwise provided written interpretive guidance regarding such rule, in each case, so as to eliminate the prohibition of any broker, dealer, or member of a national securities association from publishing or distributing any research report, with respect to the securities of an "emerging growth company" (as defined in the Jumpstart Our Business Startups Act of 2012) before or after the expiration of any agreement between the broker, dealer, or member of a national securities association and the emerging growth company or its stockholders that restricts or prohibits the sale of securities held by the emerging growth company or its stockholders after the initial public offering date. In no event will the restricted period extend beyond 215 days after the effective date of the registration statement. For purposes of this Section 5.3, "GAB" includes any wholly-owned subsidiary of GAB into which GAB merges or consolidates. GAB may place restrictive legends on the certificates representing the shares subject to this Section 5.3 and may impose stop transfer instructions with respect to the Shares and such other securities of each Subscriber (and the shares or securities of every other person subject to the foregoing restriction) until the end of such period. Each Subscriber shall enter into

any agreement reasonably required by the underwriters to implement the foregoing within any reasonable timeframe so requested.

**Section 6. Indemnification.** Subscriber agrees to indemnify and hold harmless GAB and its affiliates, and each of their respective officers, directors, managers, shareholders and members, from and against any loss, damage or liability due to or arising out of a breach of any of the foregoing representations. All representations and warranties shall survive the delivery of this Subscription Agreement and the purchase of the Shares.

**Section 7. Joint and Several Obligations.** If Subscriber is more than one person or entity, the obligations of Subscriber shall be joint and several and the representations and the indemnification obligations herein contained shall be deemed to be made by and be binding upon each such person and their heirs, executors, administrators, successor and assigns.

**Section 8. Arbitration of all Disputes.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof (including the arbitrability of any controversy or claim), shall be settled by arbitration in Wilmington, Delaware, by three arbitrators, one of whom shall be appointed by GAB, one by the Subscriber, and the third of whom shall be appointed by the first two arbitrators. If the first two arbitrators cannot agree on the appointment of a third arbitrator, then the third arbitrator shall be appointed by the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, except with respect to the selection of arbitrators which shall be as provided in this Section 8. The cost of any arbitration proceeding hereunder shall be borne equally by the Subscriber and any other Subscribers involved in such arbitration, as a group, and GAB. The award of the arbitrators shall be binding upon the parties. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

**Section 9. Notices.** All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given upon receipt if delivered by hand, sent by telecopier or courier, and three (3) days after such communication is mailed within the continental United States by first class certified mail, return receipt requested, postage prepaid, to the other Party, in each case addressed as set forth on the signature block of such party. Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

**Section 10. Amendment, Modification and Waiver.** This Agreement may be amended, modified or supplemented at any time by written agreement of all parties hereto. Any failure of Subscriber to comply with any term or provision of this Agreement may be waived by GAB, and any failure of GAB to comply with any term or provision of this Agreement may be waived by Subscriber, at any time by an instrument in writing signed by or on behalf of such other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

**Section 11. Third Party Beneficiaries.** This Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Agreement.

**Section 12. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof.

**Section 13. Severability.** Should any provision of this Agreement for any reason be declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions of this Agreement, which other provisions shall remain in full force and effect and the application

of such invalid or unenforceable provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by law. If a final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases or to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and that this Agreement shall be valid and enforceable as so modified.

**Section 14. Binding Effect; Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, by any party without the prior written consent of the other parties hereto, except that GAB may assign all or any portion of its rights hereunder to one or more of its Affiliates.

**Section 15. Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties acknowledge and agree that this Agreement and any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto or thereto, may be executed via "wet" signature or electronic mark, and that delivery of any such signature, agreement or instrument by means of a facsimile machine, electronic transmission, electronic signature or otherwise, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

**Section 16. Choice of Laws.** Without regard to the effect of principles of conflicts of laws thereof, jurisdiction over disputes with regard to this Agreement shall be exclusively in the courts of the State of Delaware, and this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard for its principles regarding conflicts of law.

**Section 17. Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**Section 18. Voluntary Agreement.** Each of the undersigned represents and warrants that each is fully aware of the terms contained in this Agreement and that each has voluntarily and without coercion or duress of any kind entered into this Agreement, having had a full and fair opportunity to seek the advice of counsel or such other professional or consultant as each may have deemed necessary.

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