

## EXHIBIT A-2

### SUBSCRIPTION BOOKLET

These documents comprise Exhibit A-2 to IX Power Clean Water, Inc.'s Rule 506(c) Confidential Private Placement Memorandum dated May 22, 2018, as it may be amended or supplemented from time to time (the "*Offering Memorandum*"). You should read the Offering Memorandum, including the exhibits and appendixes thereto, in their entirety, for a complete explanation of an investment in IX Power Clean Water, Inc., a Delaware corporation (the "*Company*").

#### Instructions for Subscribers

1. Carefully review and evaluate, and ensure you understand, the Existing Stockholder Agreement (**Exhibit D** to the Offering Memorandum) and each of the subscription documents (including all exhibits and schedules attached thereof) that are included in this Subscription Booklet. Each prospective Investor is encouraged to consult with his, her or its own independent legal counsel, accountant and other professionals with respect to the legal and tax aspects of this investment and with specific reference to his, her or its own tax situation, prior to subscribing for the Securities. Please refer to the section of the Offering Memorandum entitled "Investor Suitability Standards and Subscription Procedures" for additional information regarding the investor suitability standards and subscription procedures for this Offering.
2. Complete and execute the subscription documents included in this Subscription Booklet, which include:
  - a) Subscription Agreement;
  - b) Stockholder Agreement Joinder Agreement; and
  - c) Counterpart signature page to the Existing Stockholder Agreement.
3. Return the completed and executed subscription documents to the Company by one of the following methods:
  - By courier or mail to:  
IX Power Clean Water, Inc.  
Area 51.75  
1440 Brickyard Road, Suite 3  
Golden, CO 80403  
Attention: John R. (Grizz) Deal, CEO
  - Electronically, to Grizz@IXPower.com
  - Via fax., to: +1 303-952-9109

**THE COMPANY MAY ACCEPT ANY SUBSCRIPTION IN WHOLE OR IN PART, OR REJECT ANY SUBSCRIPTION, IN ITS SOLE DISCRETION FOR ANY REASON WHATSOEVER. IF THIS OFFERING IS OVERSUBSCRIBED, THE COMPANY MAY DETERMINE, IN ITS SOLE DISCRETION, TO REJECT SUBSCRIPTIONS IN WHOLE OR IN PART OR TO ALLOCATE TO ANY PROSPECTIVE INVESTOR LESS THAN THE AGGREGATE AMOUNT OF SERIES B SHARES WHICH THE PROSPECTIVE INVESTOR SUBSCRIBED.**

**THESE SUBSCRIPTION DOCUMENTS, AND THEIR DELIVERY TO A PROSPECTIVE INVEsor, DO NOT CONSTITUTE AN OFFER TO SELL TO, OR A SOLICITATION OF AN OFFER TO BUY FROM, ANY SECURITY DESCRIBED IN THE OFFERING MEMORANDU BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE.**

Questions regarding these subscription documents should be directed to John R. (Grizz) Deal, the Company's Chief Executive Officer, 303-277-9520, Grizz@IXPower.com.

## SUBSCRIPTION AGREEMENT

### PRIVATE PLACEMENT OF SERIES B NON-VOTING PREFERRED STOCK

(For Accredited Investors Only)

THE SECURITIES DESCRIBED IN THIS SUBSCRIPTION AGREEMENT (THIS "*SUBSCRIPTION AGREEMENT*") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*SECURITIES ACT*"), OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO UNITED STATES PERSONS UNLESS THE SECURITIES ARE REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE. THE SECURITIES DESCRIBED IN THIS SUBSCRIPTION AGREEMENT ARE BEING OFFERED AND SOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT BY REASON OF THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT SET FORTH IN SECTION 4(A)(2) THEREOF AND RULE 506(c) OF REGULATION D PROMULGATED THEREUNDER, AND EXEMPTIONS FROM REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF THE STATES OR OTHER JURISDICTIONS IN WHICH THESE SECURITIES MAY BE OFFERED OR SOLD. THE SECURITIES TO BE OFFERED HEREUNDER WILL BE SOLD ONLY TO "ACCREDITED INVESTORS," AS SUCH TERM IS DEFINED IN RULE 501(a) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT AND AS AMENDED BY THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED OF THESE SECURITIES, NOR HAVE ANY OF THE FOREGOING PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS SUBSCRIPTION AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES DESCRIBED IN THIS SUBSCRIPTION AGREEMENT ARE SPECULATIVE SECURITIES WHICH INVOLVE A HIGH DEGREE OF RISK, INCLUDING BUT NOT LIMITED TO THOSE RISKS DESCRIBED IN IX POWER CLEAN WATER, INC.'S RULE 506(c) CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM DATED MAY \_\_, 2018, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME. THERE IS NO PUBLIC MARKET FOR THE SECURITIES OFFERED HEREIN AND NONE IS EXPECTED TO DEVELOP IN THE FUTURE. THERE ARE SUBSTANTIAL LEGAL AND CONTRACTUAL RESTRICTIONS ON TRANSFER OF THE SECURITIES OFFERED HEREIN, INCLUDING RESTRICTIONS ON RESALE. PURCHASERS OF THE SECURITIES MAY NOT BE ABLE TO LIQUIDATE THEIR INVESTMENT FREELY OR AT ALL AND SHOULD BE ABLE TO BEAR THE RISK OF AN INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD. ONLY THOSE INVESTORS WHO CAN BEAR THE LOSS OF THEIR ENTIRE INVESTMENT SHOULD SUBSCRIBE FOR THESE SECURITIES. SUBSCRIBERS WILL BE REQUIRED TO REPRESENT THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS, RISKS AND MERITS OF THIS OFFERING.

The information contained in this Subscription Agreement is confidential and proprietary to the Company. The Subscription Agreement has been prepared solely for the information of selected potential investors and is provided upon the understanding that any person accepting it will comply with the confidentiality provisions set forth in the "Confidentiality" Section of IX Power Clean Water, Inc's Rule 506(c) Confidential Private Placement Memorandum dated May 22, 2018, as it may be amended or supplemented from time to time.

IX Power Clean Water, Inc.  
Area 51.75  
1440 Brickyard Road, Suite 3  
Golden, CO 80403  
Attention: John R. (Grizz) Deal, CEO  
Grizz@IXPower.com

Ladies and Gentlemen:

The undersigned subscriber (the "**Subscriber**") understands, acknowledges and agrees that Subscriber has received and carefully read this Subscription Agreement, including all attachments, exhibits and schedules hereto (this "**Agreement**") and the Rule 506(c) Confidential Private Placement Memorandum dated May 22, as amended or supplemented from time to time, including all attachments, exhibits and appendixes thereto (the "**Offering Memorandum**," and, together with this Agreement, the "**Offering Documents**") which, among other things, describe the terms and conditions under which a Subscriber may subscribe for and purchase shares (the "**Series B Shares**") of a newly authorized series of preferred stock designated the Series B Non-Voting Preferred Stock, par value \$0.001 per share (the "**Series B Non-Voting Preferred Stock**"), of IX Power Clean Water, Inc., a Delaware corporation (the "**Company**"), in the Company's offering and sale of up to 2,160,000 Series B Shares (the "**Offering**") made in reliance on the private placement exemption under Section 4(a)(2) of the Securities Act of 1933, as amended (the "**Securities Act**") and Rule 506(c) of Regulation D promulgated thereunder, all as described in and subject to the terms and conditions set forth in the Offering Documents. Subscriber further understands and acknowledges that the Offering is being made on a "best efforts, any or all" basis through Frederick and Company, Inc., a registered broker-dealer providing placement services in connection with the Offering (the "**Placement Agent**"), without the requirement for the Company to sell a minimum number of Series B Shares, and that sales of Series B Shares in the Offering will be made only to "accredited investors" as that term is defined in Rule 501(a) of Regulation D under the Securities Act, and as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act.

The Series B Shares are convertible into shares of the Company's Class B Non-Voting Common Stock as provided in the Company's certificate of incorporation. The Series B Shares and such shares of Class B Non-Voting Preferred Stock are referred to herein as the "**Securities**."

The undersigned ("**Subscriber**") hereby tenders this Subscription Agreement (this "**Agreement**") and the additional Subscriber Deliverables (as defined below), in accordance with and subject to the terms and conditions set forth herein:

**1. Subscription.**

(a) Pursuant to and in accordance with the terms and conditions of this Agreement, Subscriber hereby irrevocably subscribes for and agrees to purchase from the Company, and the Company, subject to its right in its sole discretion to accept or reject Subscriber's subscription, in whole or in part, agrees to sell to Subscriber, the number of Series B Shares set forth on the signature page to this Agreement for the aggregate purchase price set forth on the signature page to this Agreement.

(b) Subscriber hereby agrees to be bound hereby upon execution and delivery by Subscriber to the Company of the signature page to this Agreement.

(c) Subscriber understands and agrees that, unless otherwise agreed by the Company in the Company's sole determination, the minimum number of Series B Shares that must be subscribed for is 40,000 shares (USD\$50,000 subscription amount).

(d) Subscriber understands and agrees that the Company shall have the sole right, at its complete discretion, to accept or reject Subscriber's subscription, in whole or in part, at any time and for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to Subscriber, as further provided in Section 3(d) below. Subscriptions for Series B Shares need not be accepted in the order received, and the Series B Shares may be allocated among subscribers. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to issue any of the Series B Shares to any person who is a resident of a jurisdiction in which the issuance of such Series B Shares would constitute a violation of the securities laws of such jurisdiction.

(e) Subscriber understands and agrees that each purchaser of Series B Shares must execute and become a party to the Company's stockholder agreement. The current stockholder agreement in effect among the Company and its stockholders is the Second Amended and Restated Stockholder Agreement, dated as of May 17, 2018, by and among the Company and its stockholders from time to time party thereto, a copy of which is attached as an exhibit to the Offering Memorandum (the "**Existing Stockholder Agreement**"). The Existing Stockholder Agreement, as it may hereafter from time to time be amended, restated, replaced, supplemented or otherwise modified in accordance with its terms, is referred to in this Agreement as the "**Stockholder Agreement**."

**2. Documents Required from Subscriber.** To subscribe for Series B Shares, Subscriber shall deliver to the Company (i) this Agreement, (ii) a fully completed and executed copy of the Joinder Agreement to the Stockholder Agreement (the "**Stockholder Agreement Joinder Agreement**"), (iii) an executed copy of the counterpart signature page to the Stockholder Agreement, as required by the Stockholder Agreement Joinder Agreement, (iv) and any other any documentation that the Company has requested from Subscriber. Subscriber has previously delivered to the Company and the Placement Agent an Accredited Investor Representation Letter, a copy of which Accredited Investor Representation Letter, together with a copy of the third-party verification certification issued in connection therewith, is attached to this Agreement as Schedule B (collectively, the "**Accredited Investor Verification**"). Subscriber shall complete, sign and return to the Company as soon as possible, any other documents, questionnaires, notices, and undertakings as the Company or the Placement Agent may reasonably request in connection with Subscriber's subscription for the Series B Shares. The Accredited Investor Verification, together with the items, agreements, instruments and documents enumerated in clauses (i) through (iv) of this Section 2 are collectively referred to herein as the "**Subscriber's Deliverables**"). Subscriber's Deliverables must be delivered to the Company either:

- By courier or mail to:  
IX Power Clean Water, Inc.  
Area 51.75  
1440 Brickyard Road, Suite 3  
Golden, CO 80403  
Attention: John R. (Grizz) Deal, CEO
- Electronically, to Grizz@IXPower.com
- Via Fax, to: +1 303-952-9109

**3. Acceptance or Rejection of Subscription; Payment and Closing.**

(a) If Subscriber's subscription is not accepted by the Company or the Offering is terminated, Subscriber will be so notified in writing by the Company, this Agreement will be deemed to be null and void and of no further force or effect. If an original copy of this Agreement was delivered to the Company by courier or mail, such original copy of this Agreement will be returned to Subscriber by the Company at the address of Subscriber as set forth in this Agreement.

(b) If the Company accepts Subscriber's subscription, in whole or in part, the Company will notify Subscriber in writing of such acceptance (a "**Notice of Acceptance**"). Any Notice of Acceptance will identify the number of Series B Shares for which the subscription is accepted, which may be a lesser number of shares than requested, and the purchase price for such shares, as well as instructions for Subscriber to make payment of the purchase price in U.S. Dollars.

(c) If the Company accepts Subscriber's subscription, in whole or in part, Subscriber agrees to make payment in full for the number of Series B Shares identified in the Notice of Acceptance in accordance with the instructions set forth in the Notice of Acceptance, within five (5) days following Subscriber's receipt of the Notice of Acceptance (or such longer period as may be agreed by the Company in its sole discretion). If Subscriber fails to make such payment within the applicable period for payment, then this Agreement will be deemed to be null and void and of no further force or effect, notwithstanding the Notice of Acceptance previously delivered to Subscriber. If an original copy of this Agreement was delivered to the Company by courier or mail, such original copy of this Agreement will be returned to Subscriber by the Company at the address of

Subscriber as set forth in this Agreement. If the Notice of Acceptance identifies a number of Series B Shares that is less than the number of Series B Shares requested in Subscriber's subscription, Subscriber shall only deliver payment for the number of Series B Shares identified in the Notice of Acceptance.

(d) If a Notice of Acceptance is delivered by the Company to Subscriber, the Company's final acceptance of Subscriber's subscription and the obligation of the Company to issue the Series B Shares is conditioned upon:

(i) the Company's timely receipt of full payment for the Series B Shares identified in the Notice of Acceptance in U.S. Dollars in immediately available funds;

(ii) the information and representations and warranties of Subscriber contained herein being complete, true and correct as of the date hereof and as of the Closing Date (as hereinafter defined) and all covenants, agreements and conditions contained in this Agreement to be performed by Subscriber on or prior to the Closing Date shall be have been performed and complied with in all material respects, or waived by the Company; and

(iii) there shall be no action, suit, investigation or proceeding pending, or to the Company's knowledge, threatened, against or affecting the Company or any of its properties or rights, or any of its affiliates, associates, officers or directors, before any court, arbitrator, or administrative or governmental body that (A) seeks to restrain, enjoin, prevent the consummation of or otherwise adversely affect the transactions contemplated by this Agreement, or (B) questions the validity or legality of any such transaction or seeks to recover damages or to obtain other relief in connection with any such transaction.

Final acceptance of Subscriber's subscription, for the number of Series B Shares set forth in the Notice of Acceptance, will occur only if and when this Agreement is signed by a duly authorized officer of the Company and delivered to Subscriber. The date of final acceptance by the Company of Subscriber's subscription in accordance with this Section 3(d) is referred to in this Agreement as the "**Closing Date**"; and the purchase and sale of the Series B Shares identified in the Notice of Acceptance on such date is referred to herein as the "**Closing**." If a Closing occurs under this Agreement, then following any Closing, the Company shall deliver to Subscriber a certificate representing the Series B Shares purchased and sold under this Agreement. **Subscriber understands, acknowledges and agrees that there will be no escrow of funds and all subscription moneys will be, upon the Closing, immediately available to the Company.**

Subscriber understands, acknowledges and agrees that the Company reserves the unrestricted right to reject or limit any subscription and to close or terminate the Offering at any time prior to a final acceptance of Subscriber's subscription in accordance with this Section 3(d). Upon any such rejection for any reason, any subscription funds remitted by Subscriber to the Company in accordance with this Agreement will be returned to Subscriber, without interest thereon or deduction therefrom, and this Agreement will be deemed to be null and void and of no further force or effect, notwithstanding the Notice of Acceptance previously delivered to Subscriber. If an original copy of this Agreement was delivered to the Company by courier or mail, such original copy of this Agreement will be returned to Subscriber by the Company at the address of Subscriber as set forth in this Agreement.

**4. Representations, Warranties, and Covenants of Subscriber.** Subscriber hereby represents and warrants to, and covenants with, the Company (which representation, warranties and covenants shall survive the Closing and consummation or termination of the Offering), and acknowledges that the Company is relying thereon, that:(a) Subscriber understands that the Securities described in the Offering Documents have not been and will not be registered under the Securities Act or registered or qualified under any state securities laws, and that the Company is offering and selling the Securities in reliance on the private placement exemption under Section 4(a)(2) of the Securities Act and Rule 506(c) of Regulation D thereunder ("**Rule 506(c)**"), based, in part, upon the representations, warranties and covenants of Subscriber contained in this Agreement.

(b) Subscriber acknowledges and understands that neither the Securities and Exchange Commission (the "**SEC**") nor any other agency, governmental authority, securities commission or similar regulatory body, stock exchange, or other entity, has reviewed, passed on, or made any finding or determination as to the merits of an investment in the Securities, nor has any such agency or governmental authority made any recommendation or endorsement with respect to the Securities. Any representation to the contrary is a criminal offense.

(c) Subscriber acknowledges and understands that under Rule 506(c), issuers can offer securities through means of general solicitation, provided that: (i) all purchasers in the offering are "accredited investors," as defined in Rule 501(a) of Regulation D under the Securities Act and as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act (hereinafter, "**Accredited Investors**"), (ii) the issuer takes "reasonable steps" to verify their Accredited Investor status, and (iii) certain other conditions in Regulation D are satisfied.

(d) Subscriber is an Accredited Investor, as indicated by the Accredited Investor Verification attached hereto as Exhibit A, which is incorporated by reference as if more fully set forth herein, and hereby certifies that the information contained therein is complete and accurate as of the date of delivery of this Agreement and accompanying documents to the Company and will be complete and accurate as of the Closing Date. Subscriber shall provide the Company with such further assurances of Subscriber's eligibility to participate in the Offering as may reasonably be requested by the Company or the Placement Agent.

(e) Subscriber is resident, or if not a natural person, maintains Subscriber's principal place of business, in the jurisdiction set out under the heading "Address of Subscriber" above Subscriber's signature on the execution page of this Agreement, which address is Subscriber's permanent legal residence and domicile or permanent principal legal executive offices and place of business, and such address was not obtained or used for the purpose of acquiring the Securities.

(f) Subscriber represents and warrants:

(i) if a natural person: (A) Subscriber has reached the age of maturity in the state or other jurisdiction in which Subscriber resides and has full legal capacity, competence power and authority to execute and deliver this Agreement, the Stockholder Agreement Joinder Agreement and the Existing Stockholder Agreement and all other related agreements or certificates (collectively, the "**Transaction Agreements**") and to carry out the provisions hereof and thereof, and to carry out the provisions hereof and thereof, (B) each of the Transaction Agreements is a legal, valid and binding obligation of Subscriber, enforceable against Subscriber in accordance with its terms, except as may be limited by bankruptcy, insolvency, and other laws affecting enforcement of creditors' rights generally, and equitable principles; and (C) no authorization, approval, consent or license of any person is required to be obtained for the subscription and purchase of the subscribed for Series B Shares by Subscriber, other than those as have been obtained and which are in full force and effect.

(ii) if a corporation, partnership, or limited liability company or partnership, or association, joint stock company, trust, unincorporated organization or other entity: (A) such entity is duly organized, validly existing and in good standing under the laws of the state of its organization; (B) such entity has full power and authority to execute and deliver the Transaction Agreements and to carry out the provisions hereof and thereof and to purchase and hold the Securities; (C) (I) the execution and delivery of the Transaction Agreements has been duly authorized by all necessary action, and each of the Transaction Agreements, when executed and delivered, will have been duly executed and delivered on behalf of such entity and will constitute a legal, valid and binding obligation of such entity, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, and other laws affecting enforcement of creditors' rights generally, and equitable principles; or (II) if executing the Transaction Agreements in another representative or fiduciary capacity, that Subscriber has full power and authority to execute and deliver the Transaction Agreements in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom Subscriber is executing the Transaction Agreements, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this the Transaction Agreements and make an investment in the Company, and represents that each of the Transaction Agreements constitutes a legal, valid and binding obligation of such entity and is enforceable against such entity in accordance with its terms, except as may be limited by bankruptcy, insolvency, and other laws affecting enforcement of creditors' rights generally, and equitable principles; (D) the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of its organizational documents or any law, regulation, or court order applicable to such entity; and (E) the execution and delivery of the Transaction Agreements will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which Subscriber is a party or by which he is bound.

(g) Subscriber has such knowledge and experience in financial, investment and business matters to be capable of evaluating the merits and risks of the prospective investment, including, but not limited to, the risks set forth in the Memorandum, of making an informed investment decision with respect thereto, and of protecting Subscriber's interests in connection with an investment therein. Subscriber has significant prior investment experience, including investments in non-registered securities and other relevant investment experience that permits him to make an informed investment decision with respect to an investment in the Securities and to protect Subscriber's interests in connection with that investment. Subscriber has a sufficient net worth to sustain a loss of Subscriber's entire investment in the Company in the event such a loss should occur. Subscriber's overall commitment to investments which are not readily marketable is not excessive in view of Subscriber's net worth and financial circumstances and the purchase of the Securities will not cause such commitment to become excessive. The investment is a suitable one for Subscriber. Subscriber realizes that there is no market for the sale of the Securities for which Subscriber is subscribing, that there is no expectation or guarantee that such a market will ever develop, that Subscriber may have to hold Subscriber's Securities indefinitely, and that Subscriber may be unable to sell the Securities under any circumstances, even in an emergency.

(h) Subscriber satisfies any special suitability or applicable requirements of the state or jurisdiction of residence and/or the jurisdiction in which the transaction by which the Securities are purchased occurs.

(i) Subscriber understands that an investment in the Securities is highly speculative and subject to substantial risks. Subscriber recognizes that the Company, its business and Subscriber's investment in the Company will be subject to numerous investment, business, operating and other risks, many of which will be beyond the control of the Company and its management. Neither the Company nor its management can guarantee a return of Subscriber's capital or that Subscriber will derive any income or profit from an investment in the Company. Subscriber has adequate means of providing for Subscriber's current financial needs and possible contingencies and has no need for liquidity in this investment. Subscriber has not borrowed funds to purchase the Securities or any interest therein without having a source of repayment of the borrowed funds, other than the Securities being purchased. Subscriber has the financial ability to bear the high degree of economic risk of this investment, including, but not limited to, the possibility of the complete loss of Subscriber's entire investment and the long-term limited transferability of the Securities, which could make the liquidation of this investment impossible for the indefinite future.

(j) Subscriber has been informed of and understands the risk factors set forth in the Offering Memorandum, including those enumerated in the section entitled "Risk Factors", relating to an investment in the Company. Subscriber acknowledges that the Offering Memorandum contains forward-looking statements that involve risks and uncertainties and that due to the risk factors set forth in the Offering Memorandum, among other things, the Company's actual results may differ significantly from the results discussed, presented and/or projected in the Offering memorandum and/or in such forward-looking statements. Subscriber understands and acknowledges that the list of "Risk Factors" set forth in the Offering Memorandum may not be exhaustive and that other factors may cause the actual results and the future financial condition of the Company to differ significantly from the historical financial condition and results and/or the projections reflected in any forward-looking statements set forth in the Offering Memorandum. Subscriber further understands and acknowledges that the Offering Memorandum reflects the Company's current intentions and business, financial, and other information currently available to the Company, and that the precise nature of the Company's operations, use of proceeds of the Offering, capital needs, and other factors inherent in the Company's business can be expected to change from time to time.

(k) Subscriber and Subscriber's personal legal, financial, tax and other advisors consulted by Subscriber, as Subscriber has determined to be necessary or appropriate under the circumstances (collectively, the "**Advisors**"), acknowledge that they have received the Offering Documents, either in hard copy or electronically, and all other documents, records, and books requested by Subscriber concerning the Securities and/or the Company, have carefully reviewed and evaluated all such documents and understand the information contained therein. Subscriber's decision to enter into this Agreement has been made based solely on the independent evaluation by Subscriber and Subscriber's Advisors, if any.

(l) Subscriber and Subscriber's Advisors, if any, prior to the execution of this Agreement, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the Offering of the Securities and the business, financial condition, and results of operations of the Company and to obtain any

additional information, to the extent that the Company possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information furnished in the Offering Memorandum and this Agreement, and all such questions have been answered by representatives of the Company to the full satisfaction of Subscriber and Subscriber's Advisors, if any.

(m) Subscriber acknowledges that Subscriber has not relied upon the Company, the Placement Agent or any of their respective members, principals, directors, officers, employees, agents, advisors or representatives, for legal, financial or tax advice, and that Subscriber has been advised to consult with Subscriber's own Advisors concerning the Securities, the risks associated with purchasing the Securities, and the suitability of an investment in the Securities to Subscriber's current financial and tax situation and investment objectives. Subscriber has made such inquiries and investigations as he and Subscriber's Advisors have determined to be appropriate for the purposes of deciding whether to purchase the Securities and Subscriber and Subscriber's Advisors have determined that an investment in the Securities is suitable for Subscriber.

(n) Except as provided herein, Subscriber acknowledges that Subscriber has received no representations, oral or written, from the Company, the Placement Agent or any of their respective members, principals, directors, officers, employees, agents, advisors or representatives, concerning the Offering, other than as expressly stated in this Agreement and in the Offering Memorandum. Without limiting the generality of the foregoing, Subscriber acknowledges that none of the following information has ever been represented, guaranteed or warranted to Subscriber, expressly or by implication, by any person: (A) the amount or percentage of profit or loss that will be realized, if any, as a result of any investment in the Securities, or (B) the expectation that the past performance or experience on the part of the Company or any director, officer, employee, agent, representative or affiliate of the Company will accurately predict the results of ownership of the Securities or the potential success of the Company's operations for future results.

(o) Other than the Placement Agent, Subscriber is not aware of any person who is entitled to receive any compensation as a broker, finder, adviser or in any other capacity in connection with the purchase of the Securities.

(p) Subscriber, either alone or together with Subscriber's Advisors, if any, has such knowledge and experience in financial, tax, and business matters, and, in particular, investments in securities, so as to enable Subscriber to utilize the information made available to Subscriber in connection with the Offering, to evaluate the merits and risks of an investment in the Securities and the Company and to make an informed investment decision with respect thereto.

(q) Subscriber understands and agrees that the Company reserves the unrestricted right to reject or limit any subscription and to close or terminate the Offering at any time.

(r) The undersigned Subscriber is the sole and true party in interest, is purchasing the Securities for Subscriber's own account and for investment purposes only, is not purchasing the Securities for the benefit of any other person, and has present intention of or view to acquiring, holding or managing the Securities for or with others or of selling, distributing or otherwise disposing of all or any portion of or interest in, the Securities. Subscriber agrees that, in addition to any and all restrictions on transfer imposed by the Company's certificate of incorporation or bylaws or the Stockholder Agreement: (i) Subscriber agrees that Subscriber will not, directly or indirectly, transfer, offer, sell, pledge, hypothecate or otherwise dispose of all or any part of the Securities, or solicit any offers to buy, purchase or otherwise acquire or take a pledge of all or any part of the Securities, except pursuant to an effective registration statement under the Securities Act or in transaction that is exempt from, or not subject to, the registration requirements of the Securities Act and, in any case, in accordance with all applicable state or other securities laws; (ii) the Securities will bear the legend set forth in Section 4(v) of this Agreement; (iii) the Company may require an opinion of counsel or other evidence acceptable to it to permit any sale or other transfer of the Securities by Subscriber other than pursuant to an effective registration statement; and (iv) the Company will not be required to give effect to any transfer or attempted transfer of the Securities except in accordance with the foregoing restrictions. Subscriber understands that the Securities have not been registered under the Securities Act by reason of a claimed exemption under the provisions of the Securities Act which depends, in part, upon Subscriber's investment intention. In this connection, Subscriber understands



that it is the position of the SEC that the statutory basis for such exemption would not be present if Subscriber's representation merely meant that Subscriber's present intention was to hold such Securities for a short period, such as the capital gains period of tax statutes, for a deferred sale or for any other fixed period. Subscriber realizes that the SEC might regard a purchase with an intent inconsistent with Subscriber's representation to the Company, and a sale or disposition thereof, as a deferred sale to which the exemption is not available.

(s) Subscriber understands and acknowledges that because it is purchasing the Securities in an offering intended to be exempt from registration under the Securities Act, certain protections, rights, and remedies applicable to investors participating in registered offerings may not be available to it.

(t) Subscriber understands and acknowledges that the Securities are not registered on any public trading market and that the Company does not anticipate, and has made no assurances, that a public trading market for the Securities will ever exist for the Securities.

(u) Subscriber acknowledges that the Securities will be "restricted securities," as defined in Rule 144 under the Securities Act (Rule 144) and have not been and will not be registered under the Securities Act, and the Company has no intention or obligation to register any Securities under the Securities Act or any applicable state securities laws, or to take any action so as to otherwise facilitate offers and sales of the Securities by Subscriber (including pursuant to Rule 144). Subscriber acknowledges and agrees that unless registered under the Securities Act, the Securities may be sold or otherwise transferred only pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, and in each case in accordance with applicable laws of any state or other jurisdiction. Subscriber further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of Subscriber's control, and which the Company is under no obligation and may not be able to satisfy. Subscriber further understands and acknowledges that the Securities will be held subject to the Company's certificate of incorporation, bylaws and the Stockholder Agreement, including all provisions thereof restricting transferability of the Securities.

(v) Subscriber acknowledges and understands that any certificate(s) representing the Securities may bear one or all of the following legends, and that, to enforce such legends, the Company may place a stop transfer order with its registrar and stock transfer agent (if any) covering all certificates representing any of the Securities:

(i) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.";

(ii) "THIS CERTIFICATE AND THE SHARES REPRESENTED HEREBY ARE ISSUED AND SHALL BE HELD SUBJECT TO ALL OF THE PROVISIONS OF THE CERTIFICATE OF INCORPORATION AND THE BYLAWS OF THE CORPORATION AND ANY AMENDMENTS OR SUPPLEMENTS THERETO, OR RESTATEMENTS THEREOF";

(iii) Any legend set forth in, or required by, the Stockholder Agreement; and

(iv) Any legend required by the securities laws of any state to the extent such laws are applicable to the Securities represented by the certificate so legended.

(w) Any information which Subscriber has heretofore furnished or is furnishing herewith to the Company and/or the Placement Agent is complete and accurate and may be relied upon by the Company and the Placement Agent and their respective employees and agents in determining the availability of an exemption from registration under federal and state securities laws in connection with the Offering. Subscriber further represents and warrants that it will notify and supply corrective information to the Company and the Placement Agent immediately upon the occurrence of any change therein occurring prior to the Company's acceptance of Subscriber's subscription for Securities in this Offering.

(x) Within five (5) days after receipt of a request from the Company or the Placement Agent, Subscriber will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company or its agents is subject in conjunction with the Offering.

(y) **Subscriber should visit the U.S Department of the Treasury's Office of Foreign Assets Control ("OFAC") website (<http://www.treas.gov/ofac>) or consult with Subscriber's legal advisors before making the following representations.** Subscriber represents that the amounts invested by it in the Company in the Offering were not and are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign 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/ofac>. In addition, the programs administered by OFAC (the "**OFAC Programs**") prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

(z) To the best of Subscriber's knowledge, none of: (1) Subscriber; (2) any person controlling or controlled by Subscriber; (3) if Subscriber is a privately-held entity, any person having a beneficial interest in Subscriber; or (4) any person for whom Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representations set forth in the preceding paragraph. Subscriber agrees to promptly notify the Company and/or the Placement Agent should Subscriber become aware of any change in the information set forth in these representations. Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of Subscriber, either by (i) prohibiting additional subscriptions from Subscriber, (ii) restricting any dividends or other distributions, (iii) declining requests to transfer Subscriber's interest and/or (iv) segregating the assets in the account in compliance with governmental regulations. Subscriber further acknowledges that the Company may, by written notice to Subscriber, suspend the redemption rights, if any, of Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

(aa) To the best of Subscriber's knowledge, none of: (1) Subscriber; (2) any person controlling or controlled by Subscriber; (3) if Subscriber is a privately-held entity, any person having a beneficial interest in Subscriber; or (4) any person for whom Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure<sup>1</sup>, or

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<sup>1</sup> A "senior foreign political figure" is defined as 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 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.

any immediate family<sup>2</sup> member or close associate<sup>3</sup> of a senior foreign political figure, as such terms are defined in the footnotes below.

(bb) If Subscriber is affiliated with a non-U.S. banking institution (a "**Foreign Bank**"), or if Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, Subscriber represents and warrants to the Company and the Placement Agent that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

(cc) (**For ERISA plans only**) The fiduciary of the ERISA plan represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. Subscriber fiduciary or plan (a) is responsible for the decision to invest in the Company; (b) is independent of the Company or any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, Subscriber fiduciary or plan has not relied primarily on any advice or recommendation of the Company or any of its affiliates.

(dd) Subscriber: (i) if a natural person, represents on Subscriber's behalf; or (ii) if a corporation, partnership, or limited liability company or partnership, or association, joint stock corporation or other entity, represents on Subscriber's behalf and the behalf of Subscriber's officers, directors and principal stockholders, connected with Subscriber at the time of this Agreement, that it is not subject to any "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "**Disqualifying Event**"), except for a Disqualifying Event covered by Rule 506(d)(2) or (d)(3).

(ee) Subscriber understands and understands that there may be material tax consequences to it of an acquisition, holding or disposition of the Securities, and that the Company gives no opinion and makes no representation with respect to the consequences to Subscriber under any U.S, state, local, or foreign tax law of the acquisition, holding, or disposition of the Securities, and Subscriber acknowledges that it is solely responsible for determining the tax consequences of an investment in the Securities.

(ff) Subscriber certifies, under penalty of perjury, that Subscriber is not subject to backup withholding either because Subscriber has not been notified by the Internal Revenue Service ("**IRS**") that Subscriber is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified Subscriber that Subscriber is no longer subject to backup withholding

(gg) By executing and delivering this Agreement, Subscriber covenants to the Company that, except with the prior written permission of the Company, it shall at all times keep confidential and not divulge, furnish or make accessible to anyone any information contained in the Offering Documents, including the attachments, schedules, exhibits and attachments thereto, as provided in the section of the Offering Memorandum entitled "Confidentiality." The provisions of this Section 4(cc) shall be in addition to, and not in substitution for, the confidential provisions of Stockholder Agreement and/or any provisions of any separate nondisclosure agreement executed by the parties hereto with respect to the transactions contemplated hereby.

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<sup>2</sup> "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

<sup>3</sup> 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.

(hh) **NOTICE TO FLORIDA RESIDENTS ONLY:**

(i) THESE SECURITIES DESCRIBED IN THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT (THE "**FLORIDA ACT**") IN RELIANCE UPON EXEMPTIVE PROVISIONS CONTAINED THEREIN. SECTION 517.061(11)(a)(5) OF THE FLORIDA ACT PROVIDES WHEN SALES ARE MADE TO FIVE OR MORE PURCHASERS IN THE STATE OF FLORIDA THAT ANY SALE OF SECURITIES IN FLORIDA WHICH ARE EXEMPTED FROM REGISTRATION UNDER SECTION 517.061(11) OF THE FLORIDA ACT IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER, OR AN ESCROW AGENT OR WITHIN THREE (3) DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER.

(ii) If Subscriber is a Florida resident, Subscriber acknowledges that Subscriber has read the above notice and may, for a period of time, request return of Subscriber's subscription amount by complying the provisions set forth herein.

(ii) **SPECIAL NOTICE TO FOREIGN INVESTORS AND NON-U.S. PERSONS:**

(i) IF THE PROSPECTIVE INVESTOR RESIDES OR IS LOCATED OUTSIDE THE UNITED STATES, IT IS THE RESPONSIBILITY OF SUCH PROSPECTIVE INVESTOR TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES DESCRIBED IN THIS MEMORANDUM, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL TO, OR A SOLICITATION OF AN OFFER TO BUY FROM, ANY SECURITY DESCRIBED IN THIS MEMORANDUM BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE.

(ii) If Subscriber is resides or is located outside of the United States or otherwise is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code, as amended), Subscriber hereby represents that Subscriber has satisfied himself/herself/itself as to the full observance of the laws of Subscriber's its jurisdiction in connection with any invitation to subscribe for the Securities or any use of the Offering Documents, including (A) the legal requirements within Subscriber's jurisdiction for the subscription and purchase of the Securities, (B) any foreign exchange restrictions applicable to such subscription and purchase, (C) any governmental or other consents that may need to be obtained, and (D) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber hereby represents and warrants that Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of Subscriber's jurisdiction.

The foregoing representations, warranties and covenants are true and accurate as of the date of delivery of this Agreement and accompanying documents to the and shall survive such delivery. If, in any respect, those representations, warranties and/or covenants shall not be true and accurate prior to final acceptance of the subscription by the Company and the Closing, Subscriber will immediately give written notice to the Company and the Placement Agent specifying which representations, warranties and/or covenants are not true and accurate and the reason therefor. In addition, Subscriber agrees to notify the Company the Placement Agent immediately in writing if Subscriber ceases to be an Accredited Investor. Until Subscriber provides a notice described in the preceding two sentences, the Company and the Placement Agent may rely on the representations, warranties, covenants and agreements contained herein in connection with any matter related to the Company and/or the Placement Agent, as the case may be. Without limiting the generality of the preceding sentence, the Company and the Placement Agent may assume that all such representations, warranties and covenants are correct in all respects as of the date hereof and may rely on such representations, warranties and covenants in determining whether (i) Subscriber is suitable as a Subscriber of the Securities, (ii) the Securities may be sold to Subscriber or any other Subscriber without first registering the Securities under the Securities Act or any other applicable securities laws, (iii) the conditions to the acceptance of subscriptions for the Securities have been satisfied, and (iv) Subscriber meets the eligibility standards set by the Company.

**5. Representations, Warranties, and Covenants of the Company.** The Company hereby represents and warrants and covenants to Subscriber that:

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. The Company has all necessary corporate power and authority to own, lease, use, and operate its properties, to carry on its business as now being conducted and presently proposed to be conducted. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which its ownership or leasing of assets, or the conduct of its business, makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on the business, assets, liabilities, results of operations, condition (financial or otherwise), properties or prospects of the Company.

(b) The Company has all necessary corporate power and authority to execute, deliver, and perform its obligations under this Agreement. The Company has authorized the execution and delivery of this Agreement and the issuance and delivery of the Securities hereunder and, upon acceptance of Subscriber's subscription by delivery of a duly executed copy hereof to Subscriber, this Agreement will constitute a valid and binding obligation of the Company, enforceable in accordance with its terms, except as enforcement may be limited by insolvency and similar laws affecting the enforcement of creditors' rights generally and the effect of rules of law governing equitable remedies. The Securities, when issued against payment in full therefor and in accordance with the provisions of this Agreement, will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies (regardless of whether such enforceability is considered in a proceeding at law or in equity); and except that no representation is made herein regarding the enforceability of the Company's obligations to provide indemnification and contribution remedies under the securities laws.

(c) The Company is not in violation of any of the provisions of its certificate of incorporation or bylaws as in effect on the date of this Agreement, copies of which are attached as exhibits to the Offering Memorandum. The execution and delivery by the Company of the Transaction Agreements to which it is a party and the performance by the Company of all of its obligations hereunder and thereunder: (i) assuming the accuracy of the representations of Subscriber in Section 4 of this Agreement, will not violate or be in conflict with any term or provision of any provision of federal, state, county, municipal or other governmental or quasi-governmental law, statute, ordinance, rule or regulation known to be applicable to the Company; (iii) will not violate or be in conflict with any term or provision of (A) any judgment, order, writ, injunction, decree or consent of any court or other judicial authority to which the Company or its property is subject, or (B) the Company's corporate documents, which include the Company's certificate of incorporation or bylaws; (iv) will not violate, be in conflict with, result in a breach of or constitute a default (with or without the giving of notice or the passage of time or both) under any term or provision of any material instrument, indenture, agreement, arrangement or other obligation to which the Company is a party, by which the Company may be bound or subject, or by which any of the material asset and properties of the Company is or may be bound or subject; and (v) except as specifically contemplated by the Transaction Agreements, will not result in the creation or imposition of any lien of any nature upon any of its assets and properties.

(d) The Series B Shares identified in the Notice of Acceptance and subject to this Agreement, if and when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and non-assessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, the Stockholder Agreement and/or the Company's certificate of incorporation or bylaws, as the case may be, applicable securities laws and liens or encumbrances created by or imposed by Subscriber. The Class B Non-Voting Common Stock issuable upon conversion of the Series B Shares issued, sold and delivered in accordance with the terms of this Agreement has been duly reserved for issuance, and upon issuance in accordance with the terms of the Company's certificate of incorporation, validly issued, fully paid and non-assessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, the Stockholder Agreement and/or the Company's certificate of incorporation or bylaws, as the case may be, applicable securities laws and liens or encumbrances created by or imposed by Subscriber.

(d) Assuming the accuracy of the representations made by Subscriber in Section 4 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for filings pursuant to Regulation D of the Securities Act, and applicable state securities laws, which have been made or will be made by the Company.

(e) As of the date of the Offering Memorandum, the capitalization of the Company is as set forth in the Offering Memorandum.

(f) Other than as expressly disclosed in the Offering Memorandum, no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or its property is pending that (i) would reasonably be expected to have a material adverse effect on the performance of this Agreement or the other Offering Documents by the Company or the consummation of any of the transactions contemplated hereby or thereby, and/or (ii) would reasonably be expected to have a material adverse effect on the Company's operations.

**6. Indemnification.** Subscriber acknowledges that the Securities are being offered to Subscriber in reliance upon Subscriber's representations, warranties, and covenants in this Agreement, and that the availability to the Company and the Placement Agent of exemptions under applicable securities laws for the sale of the Securities in the Offering depends, in part, on the truthfulness and accuracy of the representations made by Subscriber and the information provided by Subscriber to the Company. Accordingly, Subscriber agrees, to the maximum extent permitted by applicable law, to indemnify and hold harmless the Company, the Placement Agent and each of their respective officers, directors, stockholders, members, controlling persons, agents, employees and affiliates, against any damage, loss, expense, or cost, including reasonable attorneys' fees, that they may incur resulting from any breach of any representation, warranty, or covenant of Subscriber, or from any inaccurate or incomplete information provided by Subscriber, in this Agreement or the Accredited Investor Verification. All representations, warranties and covenants contained in this Agreement and the indemnification contained in this Section 6 shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**7. No Revocation; Binding Effect.** The obligations of Subscriber hereunder are irrevocable, except as mandated by applicable law, and that all representations, warranties and covenants of Subscriber contained in this Agreement and the other Transaction Agreements shall survive the death or disability of Subscriber and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives, and permitted assigns. If Subscriber is more than one person, the obligations of Subscriber under this Agreement and the other Transaction Agreements shall be joint and several and the representations, warranties, and covenants in this Agreement and the other Transaction Agreements shall be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, legal representatives, and permitted assigns.

**8. Ownership.** If the Closing occurs under this Agreement, Subscriber represents and warrants that such Subscriber will be the sole legal and beneficial owner of the Series B Shares acquired pursuant to this Agreement subject to this Agreement and that no other person has any interest in such shares (other than a community property interest as to which the holder thereof has acknowledged and agreed in writing to the restrictions and obligations hereunder).

**9. Counterparts/Execution.** This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or email transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile or email signature page were an original thereof.

**10. Captions; Certain Definitions.** The captions of the various sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement. As used in this Agreement the term "**Person**" or "**person**" shall mean and include an individual, a company, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and a government or any department or agency thereof. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

**11. Severability.** If any provision hereof is held by a court of law to violate any applicable local, state, or federal ordinance, statute, administrative or judicial decision, or public policy, and if such court should declare such provision of this Agreement to be illegal, invalid, unlawful, void, voidable, or unenforceable as written, then such provision shall be given full force and effect to the fullest extent that is legal, valid and enforceable, the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, voidable or unenforceable provision was not contained herein, and the rights, obligations and interests of the parties under the remainder of this Agreement shall continue in full force and effect. If any provision is held to be unenforceable, the court making such determination shall have the power to, and shall, modify such provision to the minimum extent necessary to make such provision, as so modified, enforceable, and such provision shall then be applicable in such modified form.

**12. Assignability.** Subscriber acknowledges and agrees that this Agreement and any interest of Subscriber herein is not assignable or transferable without the prior written consent of the Company or in connection with a permitted assignment of the Securities of Subscriber in accordance with the Stockholder Agreement, if applicable. Any such assignment or attempted assignment shall be null and void *ab initio*.

**13. Entire Agreement.** The Offering Documents and the Transaction Agreements constitute the entire agreement and understanding between Subscriber and the Company with respect to the subject matter hereof and supersede any and all prior arrangements, agreements and understandings between Subscriber and the Company pertaining to the subject matter hereof. No representation, promise, inducement, covenant, agreement or condition, whether printed or oral, that is not embodied or referenced in the Offering Documents or the Transaction Agreements shall be binding or shall be deemed to interpret, change or restrict the express provisions of Offering Documents and the Transaction Agreements. The English language text of this Agreement shall prevail over any translations thereof.

**14. Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) if both the party giving notice and the party receiving the notice are located within the United States, five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) if both the party giving notice and the party receiving the notice are located within the United States, one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt; otherwise, upon delivery, with written (including electronic) verification of receipt, if sent by internationally recognized overnight delivery service (e.g. FedEx), fully paid, specifying two or three day business delivery, as applicable. All notices or other communications given or made hereunder shall be sent to Subscriber at the address set forth below and to the Company at IX Power Clean Water, Inc., Area 51.75, 1440 Brickyard Road, Suite 3, Golden, CO 80403, Attention: John R. (Grizz) Deal, CEO, Grizz@IXPower.com, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 14.

**15. Amendment; Waiver.** this Agreement may be amended only by a writing executed by the Company and Subscriber. The observance of any provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of each party to be bound by such waiver, and no waiver shall be deemed to be a waiver of any other or further right, obligation or liability of the party in whose favor the waiver was given.

**16. Fees.** Unless otherwise specifically provided, each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Agreement and the transactions contemplated hereby, whether or not the transactions contemplated hereby are consummated.

**17. Survival of Representations.** All representations, warranties and agreements contained herein or made in writing by or on behalf of any party to this Agreement in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**18. Reference and Effective Date.** The reference and effective date of this Agreement shall be the Closing Date, regardless of the date on which it signed by Subscriber.

**19. Governing Law; Dispute Resolution.** This Agreement and any controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with, the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of Colorado without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Colorado and to the jurisdiction of the United States District Court for the District of Colorado for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Colorado or the United States District Court for the District of Colorado, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each party will bear its own costs in respect of any disputes arising under this Agreement. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the District of Colorado or any court of the State of Colorado having subject matter jurisdiction.

**20. WAIVER OF JURY TRIAL:** EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

**21. Costs of Enforcement.** If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorney's fees and costs.

**21. No Third-party Beneficiaries.** Except as provided in Section 6 (Indemnification), which shall be for the benefit of and enforceable by the persons entitled to indemnification as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.



**22. Further Assurances.** Subscriber agrees to perform or cause to be done and performed all such further acts and shall execute and deliver all such other agreements, certificates, instruments and documents as the Company or the Placement Agent may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and consummate the transactions herein.

**23. Independent Counsel.** Subscriber acknowledges that this Agreement and the other Transaction Agreements have\ been prepared on behalf of the Company by Robinson Waters & O'Dorisio, P.C., counsel to the Company, and that Robinson Waters & O'Dorisio, P.C. does not represent, and is not acting on behalf of, and does not owe any duty to, Subscriber or any other prospective investor, subscriber or purchaser of the Securities. Subscriber has been provided with an opportunity to consult with Subscriber own counsel with respect to this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

[Remainder of this page intentionally left blank.]

N WITNESS WHEREOF, subject to acceptance by the Company, Subscriber has duly completed and executed this Subscription Agreement and elects to subscribe for the number of Series B Shares set forth below.

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

\_\_\_\_\_ x U.S. \$1.25 = U.S.\$ \_\_\_\_\_  
**Insert Number of Series B Shares Subscribed For**      **Series B Per Share Purchase Price**      **Subscription Amount**

Name (full legal name of Subscriber): \_\_\_\_\_

Name (full legal name of Joint Subscriber, if any): \_\_\_\_\_

Residence Address or Entity Principal Address:

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

Telephone Number of Subscriber: \_\_\_\_\_

Email Address of Subscriber: \_\_\_\_\_

Natural Persons:

\_\_\_\_\_  
(signature of Subscriber)

\_\_\_\_\_  
(signature of Joint Subscriber, if any)

If Joint Ownership, check one:

- Joint Tenants with Right of Survivorship
- Tenants in Common
- Tenants by Entirety
- Community Property

Foreign Person:

Please check this box only if the Subscriber or Joint Subscriber, if any, is a:

- Nonresident alien

Entities\*:

By: \_\_\_\_\_  
(signature)

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

Title: \_\_\_\_\_

If other than an Individual check one and indicate capacity of signatory under the signature:

- Trust
- Estate
- Uniform Gifts to Minors Act of State \_\_\_\_\_
- Limited Liability Company
- Corporation
- Other \_\_\_\_\_

Foreign Person:

Please check this box only if the Subscriber or Joint Subscriber, if any, is a:

- Foreign corporation, foreign Company, foreign trust or foreign estate.

**\*Please note that the Company may not accept all types of legal entities as investors in this Offering.**

Acceptance:

ACCEPTED as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IX POWER CLEAN WATER, INC.

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

Name: John R. (Grizz) Deal

Title: Chief Executive Officer

Accepted Number of Series B Shares: \_\_\_\_\_

Accepted Subscription Amount: \$ \_\_\_\_\_

**Exhibit A to Subscription Agreement**  
**Accredited Investor Verification**

(attached)

**JOINDER AGREEMENT**  
**(Series B Investor:**  
**IX Power Clean Water, Inc. Series B Non-Voting Preferred Stock Financing)**

This JOINDER AGREEMENT (this "Joinder Agreement"), is executed by the undersigned ("Investor") on to be effective as of the "Effective Date" referred to below (the "Effective Date").

**Recitals**

A. Reference is hereby made to that certain Second Amended and Restated Stockholder Agreement, dated as of May 17, 2018, by and among IX Power Clean Water, Inc., a Delaware corporation (the "Company"), and the stockholders of the Company from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Stockholder Agreement"). Defined terms used herein and not otherwise defined herein have the meanings given to such terms in the Stockholder Agreement.

B. The Investor is purchasing shares of the Company's Series B Non-Voting Preferred Stock pursuant to the Company's Series B Non-Voting Preferred Stock financing. It is a condition to the Investor's purchase of such shares that the Investor become a party to the Stockholder Agreement, and the Investor has agreed to become a party to the Stockholder Agreement.

**Agreement**

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Investor, by Investor's signature below, hereby agrees and becomes a party to the Stockholder Agreement with all the rights and obligations of a "Series B Investor," "Investor" and "Stockholder", as defined therein. Without limiting the generality of the foregoing, Investor confirms and makes the representations and warranties set forth in Section 9.2 of the Stockholder Agreement. Investor further acknowledges that Investor has received a copy of the Stockholder Agreement and has been given appropriate opportunity to ask questions about the Company and the Stockholder Agreement prior to signing this Joinder Agreement.

Investor agrees to execute a counterpart signature to the Stockholder Agreement.

Investor represents and warrants that Investor has legal capacity (if an individual) or full power and authority (if any entity) to enter into and perform this Joinder Agreement and the Stockholder Agreement and that, when executed and delivered, this Joinder Agreement and the Stockholder Agreement will constitute valid and legally binding obligations of Investor, enforceable against Investor in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

The reference and effective date of this Agreement (the "Effective Date") will be the date of the Company's acceptance of this Agreement, regardless of the date on which it signed by Investor.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement effective as of the date first above written.

**INVESTOR:**

*If an Individual:*

Signature (Individual): \_\_\_\_\_

\_\_\_\_\_  
Name Printed

*If an Entity:*

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

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

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

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

Acceptance:

ACCEPTED as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IX POWER CLEAN WATER, INC.

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

Name: John R. (Grizz) Deal

Title: Chief Executive Officer

**SERIES B INVESTORS:**

*If an Individual:*

Signature (Individual): \_\_\_\_\_

\_\_\_\_\_  
Name Printed

*If an Entity:*

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

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

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

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