

THE UNITS SUBSCRIBED FOR BY THIS SUBSCRIPTION AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND SUCH OTHER APPLICABLE SECURITIES LAWS PURSUANT TO EFFECTIVE REGISTRATION OR AN EXEMPTION THEREFROM. IN ADDITION, THE TRANSFER OF SUCH UNITS IS RESTRICTED BY THE TERMS OF THE OPERATING AGREEMENT (AS HEREINAFTER DEFINED). ACCORDINGLY, THE HOLDERS OF SUCH UNITS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THEIR RESPECTIVE INVESTMENTS IN SUCH UNITS FOR AN INDEFINITE PERIOD OF TIME. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT (THE "OFFERING"), INCLUDING THE MERITS AND RISKS INVOLVED. THESE UNITS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

GO OPV, LLC
a Connecticut Limited Liability Company

**GO OPV, LLC
SUBSCRIPTION AGREEMENT**

GO OPV, LLC
Attn: Paul Frischer, CEO

1. Subscription. This Subscription Agreement (this “Agreement”) is submitted by the undersigned subscriber (the “Subscriber”) to GO OPV, LLC, a Connecticut limited liability company (the “Company”), in accordance with and subject to the terms and conditions described in this Agreement. The Subscriber, intending to be legally bound, hereby subscribes for Series A Preferred Units of the Company (the “Securities” or the “Units”) in the amount set forth on the signature page hereof.

2. Acceptance of Subscription. The Subscriber understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for the Securities, in whole or in part, notwithstanding prior receipt by the Subscriber of notice of acceptance of this subscription. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Subscriber an executed copy of this Agreement. If this subscription is rejected in whole, this Agreement shall thereafter be of no further force or effect, and any subscription payment made by the Subscriber shall be promptly returned without deduction.

3. Use of Proceeds. In accordance with the directions of the Board of Managers of the Company (the “Board”), the Company will use the proceeds from the sale of the Units for the working capital needs of the Company and payment of legal and securities filing expenses related to the Closing.

4. Company Operating Agreement; Agreement to be Bound. The Subscriber hereby acknowledges his, her or its receipt and careful review of the Second Amended and Restated Operating Agreement of the Company, dated as of March 26, 2021 (as the same may be further amended and/or restated from time to time, the “Operating Agreement”), it shall be deemed (a) a party to the Operating Agreement, (b) fully bound by, and subject to, all of the covenants, terms and conditions of the Operating Agreement and (c) a “Member” and “Series A Preferred Member” of the Company as set forth therein.

5. Representations and Warranties of Subscriber. The Subscriber hereby acknowledges, represents, warrants and agrees as follows:

(a) None of the Securities are registered under the Securities Act of 1933, as amended (the “Act”) or any state securities laws. The Subscriber understands that the Offering and sale of the Securities is intended to be exempt from registration under the Act, based, in part, upon the representations, warranties and agreements contained in this Agreement.

(b) Neither the Securities and Exchange Commission nor any state securities commission has approved the Securities offered or passed upon or endorsed the merits of the Offering.

(c) The Subscriber is acquiring the Securities solely for its own account for investment and not with a view to resale or “distribution” within the meaning of the Act.

(d) The Subscriber must bear the economic risk of the investment in the Securities until such time as the Subscriber disposes of the Securities consistent with the terms of the Operating Agreement. The Subscriber understands that no public market now exists for the Securities, the Company has made no assurances that a public market will ever exist for the Securities and that the Operating Agreement

provides only for limited opportunities to liquidate an investment in the Company.

(e) The Subscriber meets the requirements of at least one of the suitability standards for an “Accredited Investor.”

(f) The Subscriber acknowledges that the information pertaining to the proposed investment in the Securities has been made available for inspection by it, its attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the “Advisors”).

(g) The Subscriber or its Advisors, if any, 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 and financial condition of the Company, and all such questions have been answered to the full satisfaction of the Subscriber and its Advisors.

(h) In evaluating the suitability of an investment in the Company, the Subscriber has not relied upon any representation or other information (oral or written) other than as contained in answers to questions so furnished to the Subscriber or its Advisors by the Company. The Subscriber acknowledges that the Company is not making any representations concerning the Securities or the advisability of an investment therein except as contained in this Agreement.

(i) The Subscriber has such knowledge and experience in financial, tax, and business matters so as to enable it to utilize the information made available to it in connection with the Offering of the Securities to evaluate the merits and risks of an investment in the Securities and to make an informed investment decision with respect thereto.

(j) The Subscriber is not relying on the Company respecting the tax, legal and other economic considerations of an investment in the Securities, and the Subscriber has relied on the advice of, or has consulted with, only its own Advisors.

(k) The Subscriber has adequate means of providing for the Subscriber’s current needs and foreseeable personal contingencies and has no need for the Subscriber’s investment in the Securities to be liquid.

(l) The Subscriber is aware that an investment in the Securities involves a number of significant risks, including, without limitation, the risk of loss of its entire investment in the Company.

(m) The Subscriber has significant prior investment experience, including investment in non-listed and non-registered securities. The Subscriber is knowledgeable about investment considerations in unregistered and restricted securities. The Subscriber has a sufficient net worth to sustain a loss of its entire investment in the Company in the event such a loss should occur. The Subscriber’s overall commitment to investments which are not readily marketable is not excessive in view of its 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 the Subscriber.

(n) The Subscriber is a resident of the state of its address as disclosed in this Agreement.

(o) The Subscriber is not subject to any of the “bad actor” disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act of 1933. **If this representation and warranty becomes inaccurate, incomplete or changes in any way, the Subscriber agrees that it shall advise the Company to that effect and shall furnish any information that may be appropriate as a result of**

any development, including the passage of time and any new relationships that may develop on the future.

(p) The Subscriber represents to the Company that the information contained herein is complete and accurate and may be relied upon by the Company in determining the availability of an exemption from registration under Federal and state securities laws in connection with the Offering of the Securities. The Subscriber further represents and warrants that it will notify the Company immediately upon the occurrence of any material change therein occurring prior to the Company's issuance of the Securities contained in the Securities.

6. Closing. The closing of the sale and purchase of the undersigned's Units and admission as a Member of the Company (the "Closing") shall take place electronically on such date as may be determined by the Company in its sole discretion (the "Closing Date"). There is no minimum purchase amount which the Company is required to receive, and the Company may close upon the receipt and acceptance of any purchase amount. At the Initial Closing, the Company will issue to the persons set forth in Operating Agreement, the number of Units set forth therein.

7. Indemnification. The Subscriber agrees to indemnify and hold harmless the Company, its members, any financial consultant and legal counsel representing the Company and their respective officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages, and expenses (including, but not limited to, any and all expenses incurred in investigating, preparing, or defending against any litigation commenced or threatened) by reason of or arising out of any actual or alleged false representation or misrepresentation breach of any representation or warranty contained in this Agreement or in any other document delivered in connection with this Agreement.

8. Irrevocability; Binding Effect. The Subscriber hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Subscriber, except as required by applicable law, and that this Agreement shall survive the death or disability of the 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.

9. Modification. This Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

10. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given: (a) if to the Company, at the address set forth above; or (b) if to the Subscriber, at the address of the Subscriber in the Company's records, as such address may be changed by notice in accordance with this Section 10. Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without regard to its conflicts or choice of laws principles. The Subscriber hereby irrevocably submits to the jurisdiction of any State or United States Federal Court of New York, over any action or proceeding arising out of or relating to this Agreement or any agreement contemplated hereby, and the Subscriber hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or Federal Court. The Subscriber further waives any objection to venue in such State and any objection to any action or proceeding in such State on the basis of a non-convenient forum.

THE SUBSCRIBER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY.

12. Use of Pronouns. 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.

13. Blue Sky Qualification. The Subscriber's right to purchase the Securities under this Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Securities from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer and may rescind any sale contracted, in the jurisdiction.

14. Information Regarding State and Federal Securities Laws.

INVESTMENT IN THE SECURITIES IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK, SOME OF WHICH ARE EXPLAINED IN THE ATTACHED RISK FACTORS. NO ASSURANCE CAN BE GIVEN THAT A SUBSCRIBER FOR THE SECURITIES WILL REALIZE ANY RETURN ON ITS INVESTMENT OR THAT IT WILL NOT LOSE A PORTION OR ALL OF THIS INVESTMENT. EACH PROSPECTIVE SUBSCRIBER SHOULD CONSIDER VERY CAREFULLY THE VARIOUS RISKS AND SPECULATIVE FACTORS INHERENT IN THE BUSINESS OF THE COMPANY PRIOR TO MAKING ANY INVESTMENTS IN THE SECURITIES. THE SECURITIES REFERENCED HEREIN INVOLVE A HIGH DEGREE OF RISK AND SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT AFFORD THE LOSS OF ITS ENTIRE INVESTMENT.

THE INFORMATION REQUESTED IN THIS AGREEMENT IS NECESSARY TO ENSURE THE EXEMPTION CONTAINED UNDER APPLICABLE PROVISIONS OF THE ACT AND ON SIMILAR EXEMPTIONS UNDER APPLICABLE STATE LAWS. THIS AGREEMENT MUST BE READ CAREFULLY AND COMPLETELY AND THEN CORRECTLY SIGNED AND DATED, OR THEY MAY NOT BE ACCEPTED. DO NOT SIGN THIS AGREEMENT UNLESS YOU CAN MAKE ALL THE REPRESENTATIONS CONTAINED HEREIN.

(a) THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER OF THE SECURITIES REFERENCED HEREIN TO ANY PERSON OTHER THAN THE PERSON WHOSE NAME APPEARS THEREIN.

NO PERSON HAS BEEN AUTHORIZED BY THE COMPANY TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION CONCERNING THE OFFERING OTHER THAN THE REPRESENTATIONS CONTAINED AND INFORMATION PROVIDED IN OR WITH THIS AGREEMENT, AND, IF GIVEN OR MADE, SUCH OTHER REPRESENTATIONS OR INFORMATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. IN NO EVENT SHALL THIS AGREEMENT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE, OR TO ANY PERSON, IF SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL.

IN MAKING AN INVESTMENT DECISION, A SUBSCRIBER MUST RELY ON THE SUBSCRIBER'S OWN EXAMINATION OF THE COMPANY AND THE SECURITIES AND THE TERMS OF THE OFFERING DESCRIBED IN THIS AGREEMENT, INCLUDING THE RISKS INVOLVED. THE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF ANY INFORMATION PROVIDED BY THE COMPANY. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION FROM THOSE PROVISIONS OF LAW. SUBSCRIBERS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF AN INVESTMENT IN THE COMPANY FOR AN EXTENDED PERIOD OF TIME.

NOTICE TO CALIFORNIA RESIDENTS:

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF ANY UNITS SUBSCRIBED FOR HEREUNDER, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES. THE SALE OF THE UNITS DESCRIBED IN THIS AGREEMENT HAVE NOT BEEN QUALIFIED WITH THE COMMISSION OF CORPORATIONS OF THE STATE OF CALIFORNIA, AND THE ISSUANCE OF SUCH UNITS OR THE PAYMENT OR RECEIPT OF CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE THEREOF IS EXEMPT UNDER APPLICABLE LAW. THE COMPANY IS RELYING ON AN EXEMPTION FROM SUCH QUALIFICATION AS PROVIDED BY THE CALIFORNIA CORPORATIONS CODE.

15. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the Subscriber and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

(b) The Subscriber's representations and warranties made in this Agreement shall survive the execution and delivery hereof and of the Securities.

(c) Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or other engaged by such party) in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

(d) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts

may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(e) Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity shall not impair the operation of or affect the remaining portions of this Agreement.

(f) Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

[Signature page to follow]

OMNIBUS SIGNATURE PAGE
TO SUBSCRIPTION AGREEMENT AND OPERATING AGREEMENT:

INDIVIDUAL INVESTOR

By execution of this Omnibus Signature Page to Subscription Agreement and Operating Agreement in the space provided below, the undersigned hereby agrees to be bound by: (A) this Subscription Agreement, and (B) the Second Amended and Restated Operating Agreement of GO OPV, LLC, dated as of March 26, 2021 (as the same may be further amended and/or restated from time to time, the "Operating Agreement"), and further agrees to become a Member (as defined in the Operating Agreement), bound by all of the terms and conditions of the Operating Agreement and the Subscription Agreement.

Amount delivered: \$ _____ **Number of Series A Preferred Units**
by check or wire transfer (\$30.01 per Series A **purchased:** _____]
Preferred Unit), to the escrow account maintained (to be completed by Company)
for the benefit of GO OPV, LLC

PLEASE **PRINT** NAME:

PLEASE **SIGN**:

Name: _____

(signature)

Title: _____

Address: _____

SSN: _____

ACCEPTED:

Dated: _____

GO OPV, LLC

By: _____

Name: Paul Frischer

Title: Chief Executive Officer

OMNIBUS SIGNATURE PAGE
TO SUBSCRIPTION AGREEMENT AND OPERATING AGREEMENT:

ENTITY INVESTOR

By execution of this Omnibus Signature Page to Subscription Agreement and Operating Agreement in the space provided below, the undersigned hereby agrees to be bound by: (A) this Subscription Agreement, and (B) the Second Amended and Restated Operating Agreement of GO OPV, LLC, dated as of March 26, 2021 (as the same may be further amended and/or restated from time to time, the "Operating Agreement"), and further agrees to become a Member (as defined in the Operating Agreement), bound by all of the terms and conditions of the Operating Agreement and the Subscription Agreement.

Amount delivered: \$ _____ **Number of Series A Preferred Units**
by check or wire transfer (\$30.01 per Series A **purchased:** _____
Preferred Unit), to the escrow account maintained (to be completed by Company)
for the benefit of GO OPV, LLC

PLEASE **PRINT** NAME:

PLEASE **SIGN**:

Name: _____

Entity Name: _____

Title: _____

(signature)

Address: _____

By: _____

Title: _____

SSN: _____

ACCEPTED:

Dated: _____

GO OPV, LLC

By: _____

Name: Paul Frischer

Title: Chief Executive Officer