CABOTAGE CORPORATION

SUBSCRIPTION AGREEMENT

THE SECURITIES ARE BEING OFFERED PURSUANT TO SECTION 4(A)(6) AND REGULATION CROWDFUNDING OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. NO FEDERAL OR STATE SECURITIES ADMINISTRATOR HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE SECURITIES. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN AND NO RESALE MARKET MAY BE AVAILABLE AFTER RESTRICTIONS EXPIRE. THE PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

IF THE INVESTOR LIVES OUTSIDE THE UNITED STATES, IT IS THE INVESTOR'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUBSCRIPTION OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE SUBSCRIPTION OF THE SECURITIES BY ANY FOREIGN SUBSCRIBER.

The Board of Directors of:

CABOTAGE CORPORATION
18 CHESTER RD.
MONTCLAIR, NJ 07043

Ladies and Gentlemen:

The undersigned (the "**Investor**") understands that Cabotage Corporation, a Delaware corporation (the "**Company**"), is conducting an offering (the "**Offering**") under Section 4(a)(6) of the Securities Act of 1933, as amended (the "**Securities Act**") and Regulation Crowdfunding promulgated thereunder. This Offering is made pursuant to the Form C, as the same may be amended from time to time, filed by the Company with the SEC (the "**Form C**"). The Company is offering to both accredited and non-accredited investors shares of its Common Stock, $0.0001 par value per share ("**Securities**") at a price of $3.48 per share (the "**Purchase Price**"). The minimum amount or target amount to be raised in the Offering is $74,997.48 (the "**Target Offering Amount**") and the maximum amount to be raised in the offering is $1,234,999.80 (the "**Maximum Offering Amount**"). If the Offering is oversubscribed beyond the Target Offering Amount, the Company will sell Securities on a first-come, first-serve basis. The Company is offering the Securities to prospective investors through OpenDeal Portal LLC d/b/a Republic (the "**Portal**"). The Portal is registered with the Securities and Exchange Commission (the "**SEC**"), as a funding portal and is a funding portal member of the Financial Industry Regulatory Authority. The Company will pay the Portal a cash commission as follows: the greater of (A) the amount determined pursuant to the following schedule: (1) zero percent (0%) of any amounts

raised up to $100,000.00 and (2) three percent (3%) of any amounts raised exceeding $100,000.01 but not exceeding $5,000,000.00 in the Offering or (B) a cash fee of fifteen thousand dollars ($15,000.00). In addition, the Company will pay the Portal a securities commission equivalent to one percent (1%) of the dollar value of the Securities issued to the investors in the Offering, as well as reimburse the Portal for certain expenses associated with the Offering. Investors should carefully review the Form C, which is available on the web-platform of the Portal at https://republic.com/revolution-race-cars (the "**Deal Page**").

1. Subscription; Custodian; Securities Entitlement; Proxy.

(a) Subscription. Subject to the terms of this Subscription Agreement and the Form C, the Investor hereby subscribes to purchase the number of Securities equal to the quotient of the Investor's total subscription amount as indicated on the signature page hereto and/or through the Portal's platform divided by the Purchase Price and shall pay the aggregate Purchase Price in the manner specified in the Form C and as per the directions of the Portal through the Deal Page. Such subscription shall be deemed to be accepted by the Company only when this Subscription Agreement is countersigned and delivered on the Company's behalf and subject to Section 2. No person may subscribe for Securities in the Offering after the Offering campaign deadline as specified in the Form C and on the Deal Page (the "**Offering Deadline**").

(b) Custodian; Securities Entitlement. The Company and the Investor authorize BitGo Trust Company, Inc. and its successors and assigns (the "**Custodian**"), as the custodian for the benefit of the Investor, to hold the Securities and any securities that may be issued upon conversion thereof in registered form in its name or the name of its nominees for the benefit of the Investor and the Investor's permitted assigns. The Investor acknowledges and agrees that upon any acceptance of this Subscription Agreement, the Company shall issue and deliver the Securities to the Custodian, who shall solely hold such securities for the benefit of the Investor and shall be a "protected purchaser" of such Securities within the meaning of Section 8-303 of the Delaware Uniform Commercial Code, which shall be in book entry uncertificated form, and that the Investor shall hold and acquire only a "securities entitlement" within the meaning of Section 8-501 of the Delaware Uniform Commercial Code in the Securities equal to the ratio of the Investor's purchase amount to the aggregate purchase amounts of the Securities in the Offering. Company and Investor acknowledge and agree that the Custodian may assign any and all of its agreements with Investor, delegate its duties thereunder, and transfer Investor's Securities to any of its affiliates or to its successors and assigns, whether by merger, consolidation, or otherwise, in each case, without the consent of the Investor or the Company. Investors acknowledges and agrees that Investor may not assign or transfer any of its rights or obligations under such agreements without the Custodian's prior written consent, and any attempted transfer or assignment in violation hereof shall be null and void.

(c) Irrevocable Proxy. Immediately prior to any issuance and delivery of the Securities to the Custodian, the undersigned hereby irrevocably appoints the Chief Executive Officer of the Company, as the sole and exclusive proxy of the undersigned, to the maximum extent permitted under the Delaware General Corporation Law, with full power of substitution and resubstitution and power to act alone, as the undersigned's proxy and attorney-in-fact, to vote and exercise any and all voting rights with respect of the Securities and all shares of common stock issuable upon conversion of such the Securities that now are or hereafter may be owned by the undersigned, whether directly or indirectly, including, for the avoidance of any doubt, as a holder of any securities entitlement in the Securities, by the undersigned and any and all other shares or securities of the Company issued or issuable in respect thereof on or after the date hereof (together, the "**Proxy Shares**"). The proxy identified above is hereby authorized and empowered by the undersigned to act as such undersigned's proxy to vote, and consent with respect to, the total number of Proxy Shares in respect of the undersigned at every annual and special meeting of the stockholders of the Company, including any postponement, recess or adjournment thereof, or in any other circumstance, however called, and to execute consents, approvals and waivers on any matter submitted to the undersigned or any other class of capital stock of the Company for written consent or written resolution,

or to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting (including, without limitation, the power to execute and deliver written consents pursuant to Section 228(a) of the Delaware General Corporation Law or as otherwise authorized thereunder). Any and all prior proxies given by the undersigned with respect to the Securities or the Proxy Shares are hereby revoked. The foregoing proxy is coupled with an interest and is irrevocable until, and the undersigned agrees not to grant any subsequent proxies with respect thereof that will become effective prior to, the tenth anniversary of the date this Subscription Agreement is accepted by the Company, upon which date this proxy shall terminate, but until such date, it shall remain in full force and effect, including, for the avoidance of any doubt, upon and after the issuance and delivery of the Securities to the Custodian.

2. Closing.

(a) Closing. Subject to Section 2(b), the closing of the sale and purchase of the Securities pursuant to this Subscription Agreement (the "**Closing**") shall take place through the Portal on date of any Initial Closing, Subsequent Closing or the Offering Deadline (each, a "**Closing Date**") in accordance with the Form C.

(b) Closing Conditions. Closing is conditioned upon satisfaction of all the following conditions:

(i) prior to the Offering Deadline, the Company shall have received aggregate subscriptions for Securities in an aggregate investment amount of at least the Target Offering Amount;

(ii) at the time of the Closing, the Company shall have received into the escrow account established by the Portal and the escrow agent in cleared funds, and is accepting, subscriptions for Securities having an aggregate investment amount of at least the Target Offering Amount;

(iii) the Investor shall have delivered to the Company an executed Adoption Agreement, which is attached hereto as **Exhibit A**, as a condition to the issuance of the Securities, agreeing to be bound as an "Investor" and other "Stockholder" in accordance with Section 9.1(a) of certain Voting Agreement dated November 4, 2024, which is attached hereto as **Exhibit B**;

(iv) the Investor shall have delivered to the Company an executed counterpart signature, which is attached hereto as **Exhibit C**, as a condition to the issuance of the Securities, agreeing to be bound as an "Investor" in accordance with Section 5.1 of certain Right of First Refusal dated November 4, 2024, which is attached hereto as **Exhibit D**;

(v) the Investor shall have delivered to the Company an executed counterpart signature, which is attached hereto as **Exhibit E**, as a condition to the issuance of the Securities, agreeing to be bound as an "Investor" in accordance with Section 7.14 of that certain Stockholder Rights Agreement, which is attached hereto as **Exhibit F**; and

(vi) the representations and warranties of the Company contained in Section 5 hereof and of the Investor contained in Section 4 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing.

3. Termination of the Offering; Other Offerings. The Investor understands that the Company

may terminate the Offering at any time. The Investor further understands that during and following termination of the Offering, the Company may undertake offerings of other securities, which may or may not be on terms more favorable to an investor than the terms of this Offering.

4. Investor's Representations. The Investor represents and warrants to the Company and the Company's agents as follows:

(a) The Investor understands and accepts that the purchase of the Securities involves various risks, including the risks outlined in the Form C and in this Subscription Agreement. The Investor can bear the economic risk of this investment and can afford a complete loss thereof; the Investor has sufficient liquid assets to pay the full purchase price for the Securities; and the Investor has adequate means of providing for its current needs and possible contingencies and has no present need for liquidity of the Investor's investment in the Company.

(b) The Investor acknowledges that at no time has it been expressly or implicitly represented, guaranteed or warranted to the Investor by the Company or any other person that a percentage of profit and/or amount or type of gain or other consideration will be realized because of the purchase of the Securities or otherwise about the success of the Company.

(c) The Investor (i) either qualifies as an "accredited investor" as defined by Rule 501(a) promulgated under the Securities Act or has not exceeded the investment limit as set forth in Rule 100(a)(2) of Regulation Crowdfunding, (ii) has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the prospective investment and (iii) has truthfully submitted the required information to the Portal to evidence these representations. The Investor agrees and covenants that the Investor will maintain accurate and up-to-date contact information (including email and mailing address) on Portal and will promptly update such information in the event it changes or is no longer accurate.

(d) The Investor has received and reviewed a copy of the Form C. With respect to information provided by the Company, the Investor has relied solely on the information contained in the Form C to make the decision to purchase the Securities and has had an opportunity to ask questions and receive answers about the Form C, the Offering and the Investor's investment in the Securities.

(e) The Investor confirms that it is not relying and will not rely on any communication (written or oral) of the Company, the Portal, the escrow agent, or any of their respective affiliates, as investment advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided in the Form C or otherwise by the Company, the Portal or any of their respective affiliates shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Company, the Portal nor any of their respective affiliates is acting or has acted as an advisor to the Investor in deciding to invest in the Securities. The Investor acknowledges that neither the Company, the Portal nor any of their respective affiliates have made any representation regarding the proper characterization of the Securities for purposes of determining the Investor's authority or suitability to invest in the Securities.

(f) The Investor is familiar with the business and financial condition and operations of the Company, including all as generally described in the Form C. The Investor has had access to such information concerning the Company and the Securities as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Securities.

(g) The Investor understands that, unless the Investor notifies the Company in writing to the contrary at or before the Closing, each of the Investor's representations and warranties contained in

this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the Investor.

(h) The Investor acknowledges that the Company has the right in its sole and absolute discretion to abandon this Offering at any time prior to the completion of the Offering. This Subscription Agreement shall thereafter have no force or effect and the Company shall return any previously paid subscription price of the Securities, without interest thereon, to the Investor.

(i) The Investor understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

(j) The Investor has up to 48 hours before the Offering Deadline to cancel the Investor's subscription and receive a full refund.

(k) The Investor confirms that the Company has not (i) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities or (ii) made any representation to the Investor regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the Investor is not relying on the advice or recommendations of the Company and the Investor has made its own independent decision, alone or in consultation with its investment advisors, that the investment in the Securities is suitable and appropriate for the Investor.

(l) The Investor has such knowledge, skill and experience in business, financial and investment matters that the Investor is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the Investor's own professional advisors, to the extent that the Investor has deemed appropriate, the Investor has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. The Investor has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the Investor is able to bear the risks associated with an investment in the Securities and its authority to invest in the Securities.

(m) The Investor is acquiring the Securities solely for the Investor's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The Investor understands that the Securities have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the Investor and of the other representations made by the Investor in this Subscription Agreement. The Investor understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information provided by the Investor to the Company or the Portal) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(n) The Investor understands that the Securities are restricted from transfer for a period of time under applicable federal securities laws and that the Securities Act and the rules of the SEC provide in substance that the Investor may dispose of the Securities only pursuant to an effective registration statement under the Securities Act, an exemption therefrom or as further described in Rule 501 of Regulation Crowdfunding, after which certain state restrictions may apply. The Investor understands that the Company has no obligation or intention to register any of the Securities, or to take action so as to permit sales pursuant to the Securities Act. Even if and when the Securities become freely transferable, a secondary market in the Securities may not develop. Consequently, the Investor understands that the Investor must bear the

economic risks of the investment in the Securities for an indefinite period of time.

(o) The Investor agrees that the Investor will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein or make any offer or attempt to do any of the foregoing, except pursuant to Rule 501 of Regulation Crowdfunding.

(p) If the Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Investor hereby represents and warrants to the Company that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. The Investor's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Investor's jurisdiction.

(q) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes a valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(r) The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act or any state securities laws and are offered and sold hereby pursuant to Section 4(a)(6) of the Securities Act. The Investor understands that neither this instrument nor the underlying securities may be resold or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or pursuant to Rule 501 of Regulation Crowdfunding, in which case certain state transfer restrictions may apply.

(s) The Investor understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for this instrument and the securities to be acquired by the Investor hereunder.

(t) The Investor is not (i) a citizen or resident of a geographic area in which the subscription of or holding of the Subscription Agreement and the underlying securities is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. The Investor hereby represents and agrees that if the Investor's country of residence or other circumstances change such that the above representations are no longer accurate, the Investor will immediately notify Company. The Investor further represents and warrants that it will not knowingly sell or otherwise transfer any interest in the Subscription Agreement or the underlying securities to a party subject to U.S. or other applicable sanctions.

(u) If the Investor is a corporate entity: (i) such corporate entity is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to enter into this Subscription Agreement; (ii) the execution, delivery and performance by the Investor of the Subscription Agreement is within the power of the Investor and has been duly authorized by all necessary actions on the part of the Investor; (iii) to the knowledge of the Investor, it is not in violation

of its current charter or bylaws, any material statute, rule or regulation applicable to the Investor; and (iv) the performance of this Subscription Agreement does not and will not violate any material judgment, statute, rule or regulation applicable to the Investor; result in the acceleration of any material indenture or contract to which the Investor is a party or by which it is bound, or otherwise result in the creation or imposition of any lien upon the Amount.

(v) HIGH RISK INVESTMENT. **THE INVESTOR UNDERSTANDS THAT AN INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK**. The Investor acknowledges that (a) any projections, forecasts or estimates as may have been provided to the Investor are purely speculative and cannot be relied upon to indicate actual results that may be obtained through this investment; any such projections, forecasts and estimates are based upon assumptions which are subject to change and which are beyond the control of the Company or its management; (b) the tax effects which may be expected by this investment are not susceptible to absolute prediction, and new developments and rules of the Internal Revenue Service (the "**IRS**"), audit adjustment, court decisions or legislative changes may have an adverse effect on one or more of the tax consequences of this investment; and (c) the Investor has been advised to consult with his own advisor regarding legal matters and tax consequences involving this investment.

5. Company Representations. The Investor understands that upon issuance to the Investor of any Securities, the Company will be deemed to have made the following representations and warranties to the Investor as of the date of such issuance:

(a) Corporate Power. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) Enforceability. This Subscription Agreement, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (a) 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 (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) Valid Issuance. The Securities, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Subscription Agreement and the Form C, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer arising under this Subscription Agreement, the Certificate of Incorporation, as amended and/or restated from time to time, and Bylaws of the Company, or under applicable state and federal securities laws and liens or encumbrances created by or imposed by a subscriber.

(d) Authorization. The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued hereunder, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. The Company is not in violation of (i) its current charter or bylaws; (ii) any material statute, rule or regulation applicable to the Company; or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company or its operations.

(e) No Conflict. The execution, delivery and performance of and compliance with this Subscription Agreement and the issuance of the Securities will not result in any violation of, or conflict with, or constitute a default under, the Company's Certificate of Incorporation and Bylaws, each as amended, and will not result in any violation of, or conflict with, or constitute a default under, any agreements to which the Company is a party or by which it is bound, or any statute, rule or regulation, or any decree of any court or governmental agency or body having jurisdiction over the Company, except for such violations, conflicts, or defaults which would not individually or in the aggregate, have a material adverse effect on the business, assets, properties, financial condition or results of operations of the Company.

(f) Operation. The performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(g) Consents. No consents, waivers, registrations, qualifications or approvals are required in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby, other than: (i) the Company's corporate, board and/or shareholder approvals which have been properly obtained, made or effected, as the case may be, and (ii) any qualifications or filings under applicable securities laws.

(h) Securities Matters. The Company is not subject to the requirement to file reports pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934. The Company is not an investment company, as defined in section 3 of the Investment Company Act of 1940 and is not excluded from the definition of investment company by section 3(b) or section 3(c) of that Act. The Company is not disqualified from offering or selling securities in reliance on section 4(a)(6) of the Securities Act as a result of a disqualification as specified in Rule 503 of the Regulation Crowdfunding. The Company has a specific business plan and has not indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies. To the extent required, the Company has filed with the SEC and provide to its investors the ongoing annual reports required under Regulation Crowdfunding during the two years immediately preceding the filing of the Form C. The Company is organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

(i) Transfer Agent. Company has, or will shortly after the issuance of this instrument, engage a transfer agent registered with the SEC to act as the sole registrar and transfer agent for the Company with respect to the Securities.

6. Indemnification. The Investor acknowledges that the Company and the Custodian and each of their respective founders, officers, directors, employees, agents, and affiliates, are relying on the truth and accuracy of the foregoing representations and warranties in offering Securities for sale to the Investor without having first registered the issuance of the Securities under the Securities Act or the securities laws of any state. The Investor also understands the meaning and legal consequences of the representations and warranties in this Subscription Agreement, and the Investor agrees to indemnify and hold harmless the Company and the Custodian and each of their respective founders, officers, directors, employees, agents, and affiliates from and against any and all loss, damage or liability, including costs and expenses (including reasonable attorneys' fees), due to or arising out of a breach of any such representations or warranties or any failure, or alleged failure, to fulfill any covenants or agreements contained in this Subscription Agreement.

7. Market Stand-Off and Power of Attorney.

(a) In connection with any IPO (as defined below), the Investor shall not directly or indirectly, without the prior written consent of the managing underwriter: (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any Securities or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Capital Stock (whether such shares or any such securities are then issued hereunder or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Capital Stock or other securities, in cash, or otherwise. Such restriction (the "**Market Stand- Off**") shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter (the "**Lock-up Period**"). In no event, however, shall such period exceed two hundred seventy (270) days plus such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions.

(b) The foregoing provisions will: (x) apply only to the IPO and will not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement; (y) not apply to the transfer of any shares to any trust for the direct or indirect benefit of the Investor or the immediate family of the Investor, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer will not involve a disposition for value; and (z) be applicable to the Investor only if all officers and directors of the Company are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than 5% of the outstanding common stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for common stock. Notwithstanding anything herein to the contrary, the underwriters in connection with the IPO are intended third-party beneficiaries of these provisions will have the right, power and authority to enforce the provisions hereof as though they were a party hereto. The Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with the above or that are necessary to give further effect thereto.

(c) In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect the Investor's registrable securities of the Company (and the Company shares or securities of every other person subject to the foregoing restriction) until the end of the Lock-up Period. The Investor agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Investor's registrable securities of the Company:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD BEGINNING ON THE EFFECTIVE DATE OF THE COMPANY'S REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

(d) For consideration received and acknowledged, each Investor, in its capacity as a securityholder of the Company, hereby appoints the Chief Executive Officer and/or Chief Financial Officer of the Company to act as its true and lawful attorney with full power and authority on its behalf to execute and deliver all documents and instruments and take all other actions necessary in connection with the matters covered by this section and any lock-up agreement required to be executed pursuant to an underwriting agreement in connection with any initial public offering of Company. Such appointment shall be for the limited purposes set forth above.

(e) "**IPO**" means: (A) the completion of an underwritten initial public offering of Capital Stock by the Company pursuant to: (I) a final prospectus for which a receipt is issued by a securities commission of the United States or of a province of Canada, or (II) a registration statement which has been filed with the SEC and is declared effective to enable the sale of Capital Stock by the Company to the public, which in each case results in such equity securities being listed and posted for trading or quoted on a recognized exchange; (B) the Company's initial listing of its Capital Stock (other than shares of Capital Stock not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Company with the SEC that registers shares of existing capital stock of the Company for resale, as approved by the Company's board of directors, where such listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services; or (C) the completion of a reverse merger or take-over whereby an entity (I) whose securities are listed and posted for trading or quoted on a recognized exchange, or (II) is a reporting Company in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Capital Stock of the Company.

(f) "**Capital Stock**" means the capital stock of the Company, including, without limitation, common stock and preferred stock.

8. Obligations Irrevocable. Following the Closing, the obligations of the Investor shall be irrevocable. The Company, the Custodian and the Portal, and each of their respective affiliates and agents, are each hereby authorized and instructed to accept and execute any instructions in respect of the Securities given by the Investor in written or electronic form. The Custodian and the Portal may rely conclusively upon and shall incur no liability in respect of any action take upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons of the Investor.

9. Legend. The certificates, book entry or other form of notation representing the Securities sold pursuant to this Subscription Agreement will be notated with a legend or designation, which communicates in some manner that the Securities were issued pursuant to Section 4(a)(6) of the Securities Act and may only be resold pursuant to Rule 501 of Regulation Crowdfunding.

10. Notices. All notices or other communications given or made hereunder shall be in writing and delivered to the Investor's email address provided to the Portal or to the Company at the address set forth at the beginning of this Subscription Agreement, or such other place as the Investor, the Investor or the Company from time to time designate in writing in or through the Portal.

11. Governing Law. Notwithstanding the place where this Subscription Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the Delaware without regard to the principles of conflicts of laws.

12. Submission to Jurisdiction. With respect to any suit, action or proceeding relating to any offers, purchases or sales of the Securities by the Investor ("**Proceedings**"), the Investor irrevocably submits to the jurisdiction of the federal or state courts located at the location of the Company's principal place of

business, which submission shall be exclusive unless none of such courts has lawful jurisdiction over such Proceedings.

13. Entire Subscription Agreement. This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

14. Waiver, Amendment. Any provision of this Subscription Agreement may be amended, waived or modified only upon the written consent of the Company and the majority of the investors in this Offering.

15. Waiver of Jury Trial. THE INVESTOR IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

16. Invalidity of Specific Provisions. If any provision of this Subscription Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Subscription Agreement, such provision shall be fully severable; this Subscription Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Subscription Agreement, and the remaining provisions of this Subscription Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Subscription Agreement.

17. Titles and Subtitles. The titles of the sections and subsections of this Subscription Agreement are for convenience of reference only and are not to be considered in construing this Subscription Agreement.

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

19. Electronic Execution and Delivery. A digital reproduction, portable document format (".pdf") or other reproduction of this Subscription Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via DocuSign or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

20. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

21. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company, (ii) changes in the transactions, documents and instruments described in the Form C which are not material, or which are to the benefit of the Investor and (iii) the death or disability of the Investor.

22. Notification of Changes. The Investor hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Subscription Agreement, which would cause any representation, warranty, or covenant of the

Investor contained in this Subscription Agreement to be false or incorrect. The Investor agrees that, upon demand, it will promptly furnish any information, and execute and deliver such documents, as reasonably required by the Company and/or the Portal.

23. Tokenization and Fractionalization. The Company has the right, but not the obligation, to mint and distribute to, or for the benefit of, the Investor one or more types of digital tokens ("**Tokens**") on a blockchain network, which may serve as a digital representation of, securities entitlement or economic arrangement to, the Securities or as a technological means of providing a transfer instruction to the Company or an entitlement order to a securities intermediary holding the Securities or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Capital Stock on behalf of others. Tokens, if issued, may embody certain rights, preferences, privileges, and restrictions of the respective Securities to which they relate or may provide the means to give such instructions or entitlement orders. All securities issued under this instrument, whether in the form of Tokens or otherwise, may be issued in whole or fractional parts, in the Company's sole discretion.

[End of Page]

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of _____.

COMPANY:

CABOTAGE CORPORATION

By: _____
Name: Zac Moseley
Title: Chief Executive Officer

INVESTOR:

By: _____
Name: _____
Title: _____

Price per Security: _____
Number of Securities Purchased: _____
Total Subscription Amount: _____

EXHIBIT A
(Counterpart Signature to the
Voting Agreement dated November 4, 2024)

IN WITNESS WHEREOF, the parties have executed this **Voting Agreement** as of the date first written above.

OTHER STOCKHOLDER:

By: _____
Name:
Title:

EXHIBIT B
(Voting Agreement dated November 4, 2024)

CABOTAGE CORPORATION

VOTING AGREEMENT

This Voting Agreement (this "***Agreement***") is made and entered into as of November 4, 2024 by and among Cabotage Corporation a Delaware corporation (the "***Company***"); Philip Reuben Abbott, and Nigel Redwood along with any subsequent investors, or transferees, who become parties hereto as "Investors" pursuant to Section 8.1 or 8.2 below, the "***Investors***"); other stockholders of the Company listed on Schedule A (together with Investors and any subsequent stockholders or any transferees who become parties hereto, the "***Stockholders***").

WHEREAS, concurrently with the execution of this Agreement, the Company and the investor are parties to that certain Common Stock Purchase Agreement dated of even date herewith by and among the Company and the investor (the "***Purchase Agreement***") providing for the sale of shares of the Company's Common Stock (the "***Common Stock***"), and in connection with that agreement the parties desire (i) to provide the investor and certain other Stockholders with the right, among other rights, to designate the election of certain members of the board of directors of the Company (the "***Board***") in accordance with the terms of this Agreement and (ii) to provide the Stockholders certain other rights in connection a Sale of the Company (as defined in Article 3 below).

NOW, THEREFORE, the parties agree as follows:

1. VOTING PROVISIONS REGARDING BOARD OF DIRECTORS.

1.1 Shares. The Stockholders expressly agree that the terms and restrictions of this Agreement shall apply to all shares of capital stock (including, but without limitation, all classes of common, preferred, voting and nonvoting capital stock) of the Company which any of them (a) now owns or holds or hereafter acquires or holds by any means, including without limitation by purchase, assignment, conversion of convertible securities or operation of law, or as a result of any stock dividend, stock split, reorganization, reclassification, whether voluntary or involuntary, or other similar transaction, or (b) now exercises voting control with respect to or hereafter acquires voting control of by any means with respect to, and to any shares of capital stock of any successor in interest of the Company, whether by sale, merger, consolidation or other similar transaction, or by purchase, assignment or operation of law (collectively, "***Shares***").

1.2 Board Composition. Each Stockholder agrees to vote, or cause to be voted, all Shares owned or held by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of stockholders at which an election of directors is held or pursuant to any written consent of the stockholders, the following persons shall be elected to the Board in accordance with the voting provisions of the Company's Certificate of Incorporation, as the same shall be amended, or amended and restated, hereafter (the "***Certificate***"):

(a) Philip Reuben Abbott for so long as such Stockholder continues to own beneficially at least 5% of the outstanding capital stock of the Company such designee to

serve as one of the members of the Board who are elected solely by the holders of the Common Stock pursuant to the Certificate.

(b) Nigel Redwood for so long as such Stockholder continues to own beneficially at least 5% of the outstanding capital stock of the Company such designee to serve as one of the members of the Board who are elected solely by the holders of the Common Stock pursuant to the Certificate.

(c) One person designated from time to time by Classic Car Club International Inc. (the "***CCC Designee***"), for so long as such Stockholder and its Affiliates continue to own beneficially at least 5% of the outstanding capital stock of the Company such designee to serve as one of the members of the Board who are elected solely by the holders of the Common Stock pursuant to the Certificate. The initial CCC Designee shall be Zac Moseley.

(d) One person designated from time to time by Krux Capital Investements, LLC (the "***KCI Designee***"), for so long as such Stockholder and its Affiliates continue to own beneficially at least 5% of the outstanding capital stock of the Company, such designee to serve as one of the members of the Board who are elected solely by the holders of the Common Stock pursuant to the Certificate. The initial KCI Designee shall be Marc Russell.

(e) One person designated from time to time by CSC Holdings One, LLC (the "***CSC Designee***"), for so long as such Stockholder and its Affiliates continue to own beneficially at least 5% of the outstanding capital stock of the Company, such designee to serve as one of the members of the Board who are elected solely by the holders of the Common Stock pursuant to the Certificate. The initial CSC Designee shall be Zac Moseley.

For purposes of this Agreement:

"***Derivative Securities***" means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock, including outstanding options and warrants.

1.3 Removal of Board Members. Each Stockholder also agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(a) no director elected pursuant to Section 1.2 of this Agreement may be removed from office unless (i) such removal is directed or approved by the affirmative vote of the Person(s) entitled under the applicable paragraph of Section 1.2 to designate that director or (ii) the Person(s) originally entitled to designate or approve such director or occupy such Board seat pursuant to the applicable paragraph of Section 1.2 is no longer so entitled to designate or approve such director or occupy such Board seat;

(b) any vacancies created by the resignation, removal or death of a director elected pursuant to Section 1.2 shall be filled pursuant to the provisions of this Section 1; and

(c) upon the request of any Person(s) then entitled to designate a director as provided in Section 1.2 to remove such director, such director shall be removed.

All Stockholders agree to execute any written consents required to perform the obligations of this Agreement, and the Company agrees at the request of any party entitled to designate directors to call a special meeting of stockholders for the purpose of electing directors. For purposes of this Agreement, an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a "***Person***") shall be deemed an "***Affiliate***" of another Person who, directly or indirectly, controls, is controlled by or is under common control with such Person or such Person's principal including, without limitation, any general partner, managing member, managing partner, officer or director of such Person, such Person's principal or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person or such Person's principal. For purposes of this definition, the terms "***controlling***," "***controlled by***," or "***under common control with***" shall mean the possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise, or (b) the power to elect or appoint at least 50% of the directors, managers, general partners, or persons exercising similar authority with respect to such Person.

1.4 Size of Board of Directors. Each Stockholder agrees to vote, or cause to be voted, all Shares owned or held by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of stockholders at which an election of directors is held or pursuant to any written consent of the stockholders to maintain the authorized number of members of the Board at at least five (5) directors and no more than seven (7) directors, which may be increased only with the written consent of all Stockholders holding at least 5% of the coutstanding capital stock of the Company.

1.5 No Liability for Election of Recommended Directors. No Stockholder, nor any Affiliate of any Stockholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Stockholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

1.6 No "Bad Actor" Designees. Each Person with the right to designate or participate in the designation of a director as provided in Section 1.2 hereby represents and warrants to the Company that, to such Person's knowledge, none of the "bad actor" disqualifying events described in Rule 506(d)(1)(i)-(viii) promulgated under the Securities Act of 1933, as amended (each, a "***Disqualification Event***") is applicable to such Person's initial designee named above, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Any director designee to whom any Disqualification Event is applicable, except for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable, is hereinafter referred to as a "***Disqualified Designee***". Each Person with the right to designate or participate in the designation of a director as provided in Section 1.2 hereby agrees (a) not to designate or participate in the designation of any director designee who, to such Person's knowledge, is a Disqualified Designee and (b) that in the event such Person becomes

aware that any individual previously designated by such Person is or has become a Disqualified Designee, such Person shall as promptly as practicable take such actions as are necessary to remove such Disqualified Designee from the Board and designate a replacement designee who is not a Disqualified Designee.

1.7 Successor Directors. In the event that any Person or group entitled to designate a director as provided in clauses (a) through (e) of Section 1.2 designates a replacement for the individual initially designated hereunder (or any successor thereto), the Company shall enter into an indemnification agreement with such new director on substantially the same terms and conditions as the indemnification agreement entered into with such predecessor director, effective as of the appointment of such new director.

1.8 Board Observers. Each Stockholder entitled to designate at least one person to the Board pursuant to Section 1.2 shall, for so long as such Stockholder remains entitled to designate at least one person to the Board pursuant to Section 1.2, the Company shall invite one additional representative of each such Stockholder to attend all meetings of the Board in a non-voting observer capacity (each an "***Observer***"), and, in this respect, each Observer shall (i) be entitled to attend each telephonic or in-person meeting of the Board and shall be given copies of all notices, minutes, consents, and other materials that it provides to its directors at the same time and in the same manner as provided to such directors (provided that the failure to provide such notice to the Observer shall not render the related meeting invalid); provided, however, that such representative shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; and provided further, that the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or a conflict of interest, or if such Stockholder or its representative is a competitor of the Company.

2. VOTE TO INCREASE AUTHORIZED COMMON STOCK. Each Stockholder agrees to vote or cause to be voted all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to increase the number of authorized shares of Common Stock from time to time to ensure that there will be sufficient shares of Common Stock available for conversion of all Derivative Securities outstanding at any given time.

3. DRAG-ALONG RIGHTS.

3.1 Definitions. A "***Sale of the Company***" shall mean either: (a) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company (a "***Stock Sale***"); or (b) a transaction that qualifies as a "***Deemed Liquidation Event***" as defined in the Certificate.

3.2 Actions to be Taken. In the event that (i) the holders of at least 50% of the shares of Common Stock then issued or issuable upon conversion of the shares of Derivative Securities (the "***Selling Stockholders***"), including each holder of at least 5% of the outstanding

capital stock of the Company, and (ii) the Board approve a Sale of the Company in writing, specifying that this Section 2 shall apply to such transaction, then each Stockholder hereby agrees:

(a) if such transaction requires stockholder approval, with respect to all Shares that such Stockholder owns or over which such Stockholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, such Sale of the Company (together with any related amendment to the Certificate required in order to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Sale of the Company;

(b) if such transaction is a Stock Sale, to sell the same proportion of shares of capital stock of the Company beneficially held by such Stockholder as is being sold by the Selling Stockholders to the Person to whom the Selling Stockholders propose to sell their Shares, and, except as permitted in Section 3.3 below, on the same terms and conditions as the Selling Stockholders;

(c) to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Selling Stockholders in order to carry out the terms and provision of this Section 2, including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents;

(d) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Shares of the Company owned by such party or Affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquiror in connection with the Sale of the Company;

(e) to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company;

(f) if the consideration to be paid in exchange for the Shares pursuant to this Section 2 includes any securities and due receipt thereof by any Stockholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended, the Company may cause to be paid to any such Stockholder in lieu thereof, against surrender of the Shares which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares; and

(g) in the event that the Selling Stockholders, in connection with such Sale of the Company, appoint a stockholder representative (the "***Stockholder Representative***") with respect to matters affecting the Stockholders under the applicable definitive transaction agreements following consummation of such Sale of the Company, (x) to consent to (i) the appointment of such Stockholder Representative, (ii) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification with respect to such Stockholder Representative or with any provision of funds for such Stockholder Representative to conduct its duties, and (iii) the payment of such Stockholder's pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Stockholder Representative in connection with such Stockholder Representative's services and duties in connection with such Sale of the Company and its related service as the representative of the Stockholders, and (y) not to assert any claim or commence any suit against the Stockholder Representative or any other Stockholder with respect to any action or inaction taken or failed to be taken by the Stockholder Representative in connection with its service as the Stockholder Representative, absent fraud or willful misconduct

3.3 Exceptions. Notwithstanding the foregoing, a Stockholder will not be required to comply with Section 3.2 above in connection with any proposed Sale of the Company (the "***Proposed Sale***") unless:

(a) any representations and warranties to be made by such Stockholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares, including but not limited to representations and warranties that (i) the Stockholder holds all right, title and interest in and to the Shares such Stockholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Stockholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Stockholder have been duly executed by the Stockholder and delivered to the acquirer and are enforceable against the Stockholder in accordance with their respective terms and (iv) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Stockholder's obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

(b) the Stockholder shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders);

(c) the liability for indemnification, if any, of such Stockholder in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company in connection with such Proposed Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders), and, subject to the provisions of the Certificate related to liquidation preferences and the allocation of

escrow, is pro rata in proportion to the amount of consideration paid to such Stockholder in connection with such Proposed Sale (in accordance with the provisions of the Certificate);

(d) liability shall be limited to such Stockholder's applicable share (determined based on the respective proceeds payable to each Stockholder in connection with such Proposed Sale in accordance with the provisions of the Certificate) of a negotiated aggregate indemnification amount that applies equally to all Stockholders but that in no event exceeds the amount of consideration otherwise payable to such Stockholder in connection with such Proposed Sale, except with respect to claims related to fraud by such Stockholder, the liability for which need not be limited as to such Stockholder;

(e) upon the consummation of the Proposed Sale, (i) each holder of each class or series of the Company's stock will receive the same form of consideration and the the same amount of consideration per share for its shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock;

(f) subject to clause (e) above, requiring the same form of consideration to be available to the holders of any single class or series of capital stock, if any holders of any capital stock of the Company are given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all holders of such capital stock will be given the same option; *provided*, *however*, that nothing in this Section 3.3(f) shall entitle any holder to receive any form of consideration that such holder would be ineligible to receive as a result of such holder's failure to satisfy any condition, requirement or limitation that is generally applicable to the Company's stockholders; and

3.4 Restrictions on Sales of Control of the Company. No Stockholder shall be a party to any Stock Sale unless all Stockholders holding at least 5% of the outstanding capital stock of the Company are allowed to participate in such transaction and the consideration received pursuant to such transaction is allocated among the parties thereto in the manner specified in the Company's Certificate (as if such transaction were a Deemed Liquidation Event), unless all Stockholders holding at least 5% of the outstanding capital stock of the Company elect otherwise by written notice given to the Company at least five days prior to the effective date of any such transaction or series of related transactions.

4. FURTHER ASSURANCES. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder.

5. IRREVOCABLE PROXY. To secure each Stockholder's obligations to vote the Shares in accordance with this Agreement, each Stockholder hereby appoints the Chairman of the Board of Directors or the Chief Executive Officer of the Company, or either of them from time to time, or their designees, as such Stockholder's true and lawful proxy and attorney, with the power to act alone and with full power of substitution, to vote all of such Stockholder's Shares as set forth in this Agreement and to execute all appropriate instruments consistent with

this Agreement on behalf of such Stockholder if, and only if, such Stockholder (a) fails to vote or (b) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of this Agreement, all of such Stockholder's Shares or execute such other instruments in accordance with the provisions of this Agreement within five (5) days of the Company's or any other party's written request for such Stockholder's written consent or signature. The proxy and power granted by each Stockholder pursuant to this Section 5 are coupled with an interest and are given to secure the performance of such party's duties under this Agreement. Each such proxy and power will be irrevocable for the term hereof. The proxy and power, so long as any party hereto is an individual, will survive the death, incompetency and disability of such party or any other individual Stockholder of Shares and, so long as any party hereto is an entity, will survive the merger, consolidation, conversion or reorganization of such party or any other entity holding Shares.

6. "BAD ACTOR" MATTERS.

6.1 Stockholder Representation and Covenants. Each Stockholder hereby represents and warrants to the Company and each other Stockholder that no Disqualification Event is applicable to such Stockholder or any of its Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Each Stockholder hereby agrees that it shall notify the Company and each other Stockholder promptly in writing in the event a Disqualification Event becomes applicable to such Stockholder or any of its Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable.

6.2 Company Representations and Covenants. The Company hereby represents and warrants to each Stockholder that no Disqualification Event is applicable to the Company or, to the Company's knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable. The Company hereby agrees that it shall notify the Stockholders promptly in writing in the event a Disqualification Event becomes applicable to the Company or, to the Company's knowledge, any Company Covered Person, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. "***Company Covered Person***" means, with respect to the Company as an "issuer" for purposes of Rule 506, any Person listed in the first paragraph of Rule 506(d)(1).

7. REMEDIES.

7.1 Covenants of the Company. The Company agrees to use its reasonable efforts, within the requirements of applicable law, to ensure that the rights granted under this Agreement are effective and that the parties enjoy the benefits of this Agreement. Such actions include, without limitation, the use of the Company's reasonable efforts to cause the nomination and election of the directors as provided in this Agreement.

7.2 Specific Enforcement. Each party acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Stockholders shall be entitled to an

injunction to prevent breaches of this Agreement and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

7.3 Remedies Cumulative. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

8. TERM. This Agreement shall be effective as of the date hereof and shall continue in effect until and shall terminate upon the earliest to occur of (a) the consummation of the Company's first underwritten public offering of its Common Stock (other than a registration statement relating either to the sale of securities to employees of the Company pursuant to its stock option, stock purchase or similar plan or an SEC Rule 145 transaction); (b) the consummation of a transaction that constitutes a Stock Sale, (c) the consummation of a sale by the Company's stockholders, in one transaction or series of related transactions, of equity securities that represent, immediately prior to such transaction or transactions, at least a majority by voting power of the equity securities of the Company pursuant to an agreement approved by the Board and entered into by the Company; or (c) termination of this Agreement in accordance with Section 9.8 below.

9. GENERAL PROVISIONS.

9.1 Additional Parties.

(a) Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of stock after the date hereof, as a condition to the issuance of such shares the Company shall require that any purchaser of any shares of stock become a party to this Agreement by executing and delivering (i) the Adoption Agreement attached to this Agreement as Exhibit A, or (ii) a counterpart signature page hereto agreeing to be bound by and subject to the terms of this Agreement as an Investor or other Stockholder hereunder. In either event, each such person thereafter shall be deemed an Investor or other Stockholder, as the case may be, for all purposes under this Agreement.

(b) In the event that after the date of this Agreement the Company enters into an agreement with any Person to issue shares of capital stock to a Person (other than to a purchaser of stock described in Section 9.1(a) above), following which such Person shall hold Shares constituting 1% or more of the Company's then-outstanding capital stock (treating for this purpose all shares of Common Stock issuable upon exercise of or conversion of outstanding Derivative Securities), then, the Company shall cause such Person, as a condition precedent to entering into such agreement, to become a party to this Agreement by executing an Adoption Agreement in the form attached hereto as Exhibit A, agreeing to be bound by and subject to the terms of this Agreement as a Stockholder and thereafter such person shall be deemed a Stockholder for all purposes under this Agreement.

9.2 Transfers. Each transferee or assignee of any Shares subject to this Agreement shall continue to be subject to the terms hereof, and, as a condition precedent to the Company's recognizing such transfer, each transferee or assignee shall agree in writing to be subject to each of the terms of this Agreement by executing and delivering an Adoption

Agreement substantially in the form attached hereto as Exhibit A. Upon the execution and delivery of an Adoption Agreement by any transferee, such transferee shall be deemed to be a party hereto as if such transferee were the transferor and such transferee's signature appeared on the signature pages of this Agreement and shall be deemed to be an Stockholder. The Company shall not permit the transfer of the Shares subject to this Agreement on its books or issue a new certificate representing any such Shares unless and until such transferee shall have complied with the terms of this Section 9.2. Each certificate representing the Shares subject to this Agreement if issued on or after the date of this Agreement shall be endorsed by the Company with the legend set forth in Section 9.12.

9.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9.4 Governing Law. This Agreement and any controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than such laws.

9.5 Counterparts; Facsimile. This Agreement may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

9.7 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 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) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on Schedule A or Schedule B hereto (including any parties to copied as listed thereon), or to such address or facsimile number as subsequently modified by written notice given in accordance with this Section 9.7. If notice is given to the Company, it shall be sent to 645 11th Avenue, New York, NY 10036, marked "Attention: Zac Moseley"; and a copy (which shall not constitute notice) shall also be sent to Martin Shell, The Shell Law Firm, PLLC, 11 Broadway, Suite 615, New York, NY 10004. If no facsimile number is listed on the applicable Schedule for a party (or above in the case of the Company), notices and communications given or made by facsimile shall not be deemed

effectively given to such party. For purposes of this Section 9.7, a "***business day***" means a weekday on which banks are open for general banking business in New York, New York.

9.8 Consent Required to Amend, Terminate or Waive. This Agreement may be amended or terminated and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by (a) the Company and (b) all Stockholders holding at least 5% of the outstanding capital stock of the Company; *provided, however*, that (i) any provision hereof may be waived by the waiving party on such party's own behalf, without the consent of any other party; and (ii) the Company may, without the consent or approval of any Stockholder, cause additional Persons to become party to this Agreement as Stockholders pursuant to Section 9.1 and amend Schedule A or Schedule B hereto, as applicable, accordingly. Any amendment, termination or waiver effected in accordance with this Section 9.8 shall be binding on each party and all of such party's successors and permitted assigns, whether or not any such party, successor or assignee entered into or approved such amendment, termination or waiver.

9.9 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence thereto, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

9.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

9.11 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) and the Certificate constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

9.12 Legend on Share Certificates. Each certificate representing any Shares issued after the date hereof shall be endorsed by the Company with a legend reading substantially as follows:

> *"THE SHARES EVIDENCED HEREBY ARE SUBJECT TO A VOTING AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT VOTING AGREEMENT, INCLUDING CERTAIN RESTRICTIONS ON TRANSFER AND*

OWNERSHIP SET FORTH THEREIN."

The Company, by its execution of this Agreement, agrees that it will cause the certificates evidencing the Shares issued after the date hereof to bear the legend required by this Section 9.12 of this Agreement, and it shall supply, free of charge, a copy of this Agreement to any holder of a certificate evidencing Shares upon written request from such holder to the Company at its principal office. The parties to this Agreement do hereby agree that the failure to cause the certificates evidencing the Shares to bear the legend required by this Section 9.12 herein and/or the failure of the Company to supply, free of charge, a copy of this Agreement as provided hereunder shall not affect the validity or enforcement of this Agreement.

9.13 Stock Splits, Stock Dividends, etc. In the event of any issuance of shares of the Company's voting securities hereafter to any of the Stockholders (including, without limitation, in connection with any stock split, stock combination, stock dividend, recapitalization, reorganization, or the like), such Shares shall become subject to this Agreement and shall be endorsed with the legend set forth in Section 9.12. All references to a number of shares of a series or class of capital stock shall be automatically adjusted to reflect any stock splits, stock combinations, stock dividends, recapitalizations, reorganizations or the like occurring after the date hereof with respect to such series or class, as applicable.

9.14 Dispute Resolution. Any unresolved controversy or claim arising out of or relating to this Agreement, except as (a) otherwise provided in this Agreement, or (b) any such controversies or claims for which a provisional remedy or equitable relief is sought, shall be submitted to mandatory, final and binding arbitration before the Judicial Arbitration and Mediation Service ("***JAMS***"), pursuant to the United States Arbitration Act, 9 U.S.C., Section 1 et seq. Either party may commence the arbitration process called for by this Agreement by filing a written demand for arbitration with JAMS and giving a copy of such demand to each of the other parties to this Agreement. The parties will cooperate with JAMS and with each other in promptly selecting an arbitrator from JAMS' panel of neutrals, and in scheduling the arbitration proceedings in order to fulfill the provisions, purposes and intent of this Agreement. If no agreement as to selection of an arbitrator can be reached within thirty (30) days after delivery of the written demand for arbitration, then the parties shall request that JAMS select an arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement. The arbitration shall take place in New York, New York, and shall be conducted in accordance with the Comprehensive Arbitration Rules and Procedures (the "***Comprehensive Rules***") of JAMS then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. Discovery shall be conducted in accordance with the Comprehensive Rules, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the Southern District of New York or any court of the State of New York having subject matter jurisdiction.

9.15 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorneys' fees.

9.16 Aggregation of Stock. All Shares held or acquired by a Stockholder and/or its Affiliates shall be aggregated together for the purpose of determining the availability of rights under this Agreement, and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this **Voting Agreement** as of the date first written above.

COMPANY:

CABOTAGE CORPORATION

By: _____

Donald mattson (Nov 11, 2024 13:21 EST)

Name: Zac Moseley

Title: CEO

IN WITNESS WHEREOF, the parties have executed this **Voting Agreement** as of the date first written above.

INVESTOR:

Philip Reuben Abbott

By: _____

Name: P. Abbott
P . Abbott (Nov 18, 2024 18:46 GMT)

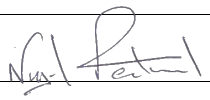
Title: _____

IN WITNESS WHEREOF, the parties have executed this **Voting Agreement** as of the date first written above.

INVESTOR:

Nigel Redwood

By: _____

Name: 

Title: _____

IN WITNESS WHEREOF, the parties have executed this **Voting Agreement** as of the date first written above.

OTHER STOCKHOLDERS:

Alpha Financial Markets Search and Consulting Limited

By: _____

Terry thompson (Nov 8, 2024 17:18 GMT)

Name: Terry Thompson

Title: Managing Director

IN WITNESS WHEREOF, the parties have executed this **Voting Agreement** as of the date first written above.

OTHER STOCKHOLDERS:

Classic Car Club Interantional Inc.

By: _____
Donald mattson (Nov 11, 2024 13:21 EST)

Name: Zac Moseley

Title: President

IN WITNESS WHEREOF, the parties have executed this **Voting Agreement** as of the date first written above.

OTHER STOCKHOLDERS:

Krux Capital Investments LLC

By: _____

Marc Russell (Nov 18, 2024 13:07 EST)

Name: Marc Russell

Title: Manager

IN WITNESS WHEREOF, the parties have executed this **Voting Agreement** as of the date first written above.

OTHER STOCKHOLDERS:

CSC HOLDINGS ONE, LLC

By: _____

Donald mattson (Nov 11, 2024 13:21 EST)

Name: Zac Moseley

Title: Manager

SCHEDULE A

List of Stockholders

Name and Address of Stockholder	Number of Shares of Common Stock Initially Held
Philip Reuben Abbott	1,239,429.00
Nigel Redwood	309,857.00
Alpha Financial Markets Search and Consulting Limited	500,000.00
Classic Car Club International, Inc.	1,800,578.00
Krux Capital Investments LLC	1,014,326.00
CSC Holdings One, LLC	300,096.00

EXHIBIT A

ADOPTION AGREEMENT

This Adoption Agreement ("***Adoption Agreement***") is executed on _____, 20__, by the undersigned (the "***Holder***") pursuant to the terms of that certain Voting Agreement dated as of __, 2024 (the "***Agreement***"), by and among the Company and certain of its Stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Holder agrees as follows.

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring certain shares of the capital stock of the Company (the "***Stock***") or options, warrants or other rights to purchase such Stock (the "***Options***"), for one of the following reasons (Check the correct box):

☐ as a transferee of Shares from a party in such party's capacity as an "Investor" bound by the Agreement, and after such transfer, Holder shall be considered an "Investor" and a "Stockholder" for all purposes of the Agreement.

☐ as a transferee of Shares from a party in such party's capacity as a "Stockholder" bound by the Agreement, and after such transfer, Holder shall be considered a "Stockholder" for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock, and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder's signature hereto.

HOLDER: _____

By: _____
Name and Title of Signatory

Address: _____

_____

ACCEPTED AND AGREED:

Cabotage Corp.

By: _____

Title: _____

EXHIBIT C
(Counterpart Signature to the
Right of First Refusal dated November 4, 2024)

IN WITNESS WHEREOF, the parties have executed this **Right of First Refusal** as of the date first written above.

OTHER STOCKHOLDER:

By: _____
Name:
Title:

EXHIBIT D
(Right of First Refusal dated November 4, 2024)

CABOTAGE CORPORATION

RIGHT OF FIRST REFUSAL

This Right of First Refusal (this "***Agreement***") is made as of November 4, 2024 by and among Cabotage Corporation a Delaware corporation (the "***Company***"), Philip Reuben Abbott and Nigel Redwood along with each Person to whom the rights of an investor are assigned, or who hereafter becomes a signatory to this Agreement, pursuant to Section 5.2 or 7.7, as the context may require ("***Investor***s"); other stockholders of the Company listed on Schedule A (together with Investors and any subsequent stockholders or any transferees who become parties hereto, the "***Stockholders***").

WHEREAS, the Company and Philip Reuben Abbott and Nigel Redwood are parties to the Common Stock Purchase Agreement, of even date herewith (the "***Purchase Agreement***"); and

WHEREAS, the Stockholders and the Company desire to further induce the investor to purchase the Common Stock by making certain agreements as set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, the Stockholders and the Investor agree as follows.

1. DEFINITIONS.

"***Affiliate***" means, with respect to any specified Person, such Person's principal or any other Person who or which, directly or indirectly, controls, is controlled by, or is under common control with such Person or such Person's principal, including, without limitation, any general partner, managing member or partner, officer or director of such Person or such Person's principal or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person or such Person's principal. For purposes of this definition, the terms "***controlling***," "***controlled by***," or "***under common control with***" shall mean the possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise, or (b) the power to elect or appoint at least 50% of the directors, managers, general partners, or persons exercising similar authority with respect to such Person.

"***Board***" means the Board of Directors of the Company.

"***Capital Stock***" means (a) shares of Common Stock (whether now outstanding or hereafter issued in any context), and (b) shares of Common Stock issued or issuable upon exercise or conversion, as applicable, of stock options, warrants or other convertible securities of the Company, in each case now owned or subsequently acquired by any Stockholder or their respective successors or permitted transferees or assigns.

"***Common Stock***" means shares of Common Stock of the Company, par value $0.0001 per share.

"***Company Notice***" means written notice pursuant to Section 2.1.3 from the Company notifying the selling Stockholders that the Company and/or its assignees intend to exercise the Company's Right of First Refusal as to some or all of the Transfer Stock with respect to any Proposed Transfer.

"***Competitor***" means (a) any entity that, in the determination of the Board, directly or indirectly competes with the Company, (b) any customer, distributor or supplier of the Company, if the Board should determine that such transfer would result in such customer, distributor or supplier receiving information that would place the Company at a competitive disadvantage with respect to such customer, distributor or supplier or (c) any Affiliate of any such entity described in clause (a) of this sentence or of any customer, distributor or supplier described in clause (b) of this sentence; *provided*, *however*, that no Key Holder or any Affiliate of any Key Holder shall be deemed to be a Competitor.

"***Deemed Liquidation Event***" has the meaning set forth for such term in the certificate of incorporation of the Company most recently filed with the Delaware Secretary of State that contains such a definition.

"***Electing Stockholder***" means each Stockholder who delivers a Stockholder Notice electing to purchase, upon exercise of such Stockholder's Secondary Refusal Right, at least such Stockholder's Pro Rata Share of the Remaining Stock.

"***Escrow Holder***" shall have the meaning given to that term in Section 2.4.

"***Final Notice***" means the Company's notice pursuant to Section 2.1.5 informing the selling Stockholder and the other Stockholders of the exercise of the Secondary Refusal Right and of the results of the Board prohibited transferee determination pursuant to Section 4.1.

"***JAMS***" means the Judicial Arbitration and Mediation Service.

"***Key Holder***" means any stockholder of the Company that, individually or together with its Affiliates, holds at least 10% of the outstanding capital stock of the Company (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof).

"***Maximum Share***" shall have the meaning set forth in Section 2.1.5.

"***Person***" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

"***Prohibited Transfer***" shall have the meaning set forth in Section 2.3.3.

"***Proposed Transfer***" means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfer or encumbrance of any Transfer Stock (or any interest therein) proposed by any of the Stockholders, other than any

transfer of Transfer Stock to an Stockholder pursuant to exercise of such Stockholder's Right of First Refusal.

"***Proposed Transfer Notice***" means written notice pursuant to Section 2.1.2 from a Stockholder setting forth the terms and conditions of a Proposed Transfer.

"***Pro Rata Share***" means, with respect to a Stockholder, a number obtained by multiplying the number of shares of Remaining Stock available for purchase in connection with the exercise of a Secondary Refusal Right by a fraction (a) the numerator of which will be the number of shares of the Capital Stock held by such Stockholder immediately prior to the time the Secondary Notice is delivered by the Company, and (b) the denominator of which will be the total number of shares of Capital Stock held, in the aggregate, by all Electing Stockholders electing to purchase such shares of Remaining Stock that remain available for purchase (first with respect to all shares of Remaining Stock and iteratively thereafter with respect to shares of Remaining Stock available for purchase after each instance in which an Electing Stockholder has reached its Maximum Share).

"***Prospective Transferee***" means any Person to whom a Stockholder proposes to make a Proposed Transfer.

"***Public Offering***" means a sale of the Company's capital stock to the public in an offering pursuant to an effective registration statement under the Securities Act.

"***Remaining Stock***" means the number of shares of Transfer Stock the Company does not intend to purchase, or assign for purchase, that may be purchased by the Stockholders pursuant to exercise of the Secondary Refusal Right.

"***Right of First Refusal***" means the right, but not an obligation, of the Company, or its permitted transferees or assigns, to purchase some or all of the Transfer Stock with respect to a Proposed Transfer, on the terms and conditions specified in the Proposed Transfer Notice.

"***Secondary Notice***" means written notice pursuant to Section 2.1.4 from the Company notifying the other Stockholders and the selling Stockholder that the Company does not intend to exercise its Right of First Refusal as to all shares of Transfer Stock with respect to any Proposed Transfer.

"***Secondary Refusal Right***" means the right, but not an obligation, of each Stockholder to purchase up to its pro rata portion (based upon the total number of shares of Capital Stock then held by all Stockholders) of any Transfer Stock not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Proposed Transfer Notice.

"***Securities Act***" means the United States Securities Act of 1933, as amended.

"***Spousal Equivalent***" means an individual who is registered with any state governmental entity as a domestic partner of the relevant Person to whom such individual may be a Spousal Equivalent (a "***Registered Domestic Partner***") or who (a) irrespective of whether or not the relevant Person to whom such individual may be a Spousal Equivalent and the Spousal Equivalent are the same sex, they are the sole spousal equivalent of the other for the last twelve

(12) months, (b) they intend to remain so indefinitely, (c) neither are married to anyone else nor a Registered Domestic Partner with anyone else, (d) both are at least 18 years of age and mentally competent to consent to contract, (e) they are not related by blood to a degree of closeness that which would prohibit legal marriage in the state in which they legally reside, (f) they are jointly responsible for each other's common welfare and financial obligations, and (g) they reside together in the same residence for the last twelve (12) months and intend to do so indefinitely.

"***Stock Sale***" means a sale by the Company's stockholders, in one transaction or series of related transactions, of equity securities that represent, immediately prior to such transaction or transactions, at least a majority by voting power of the equity securities of the Company pursuant to an agreement approved by the Board and entered into by the Company.

"***Stockholder Notice***" means written notice pursuant to Section 2.1.5 from a Stockholder notifying the Company and the selling Stockholder that such Stockholder intends to exercise its Secondary Refusal Right as to at least such Stockholder's Pro Rata Share of the Remaining Stock with respect to any Proposed Transfer.

"***Stockholder Notice Period***" means, as to any Proposed Transfer, the period between the date the Company delivers the Secondary Notice pursuant to Section 2.1.4 regarding such Proposed Transfer and the end of the day ten (10) days later.

"***Transfer***" means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of, or any other like transfer or encumbrance of any Transfer Stock or any interest therein.

"***Transfer Stock***" means shares of Capital Stock owned by a Stockholder, or issued to a Stockholder after the date hereof (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like).

2. AGREEMENT AMONG THE COMPANY AND STOCKHOLDERS.

2.1 Right of First Refusal.

2.1.1 Grant. Subject to the terms of Section 3 below, each Stockholder hereby unconditionally and irrevocably grants to the Company, and its assignees, a Right of First Refusal to purchase all of the Transfer Stock that such Stockholder may propose to Transfer in a Proposed Transfer, at the same price and on the same terms and conditions as those offered to the Prospective Transferee. In the event of any conflict between the Right of First Refusal granted in this Section 2.1.1 by a Stockholder and any similar right previously granted to the Company by such Stockholder, the terms of this Right of First Refusal shall control.

2.1.2 Notice. Each Stockholder proposing to make a Proposed Transfer must deliver a Proposed Transfer Notice to the Company and each other Stockholder not later than thirty (30) days prior to the consummation of such Proposed Transfer. Such Proposed Transfer Notice shall (a) certify that such Stockholder has received a firm offer from the Prospective Transferee and in good faith believes a binding agreement for the Proposed Transfer is obtainable on the terms set forth in the Proposed Transfer Notice, (b) contain the material

terms and conditions (including a description of the Capital Stock to be Transferred and price and form of consideration) of the Proposed Transfer, (c) the names and address(es) of the Prospective Transferee(s) and a description of such Stockholder's relationship to or affiliation with the Prospective Transferee(s) and (d) any information required to be included in the Proposed Transfer Notice by the prohibited transferee provisions of Section 4.1. Each Stockholder represents and warrants it is the sole legal and beneficial owner of the shares of Transfer Stock subject to this Agreement and that such it will be the sole legal and beneficial owner of the shares of Transfer Stock subject to any such Stockholder's Proposed Transfer Notice and that no other Person has, or will have, any interest in such shares (other than a community property interest as to which the holder thereof is bound by the restrictions and obligations hereunder).

2.1.3 Exercise of Right of First Refusal. To exercise its Right of First Refusal under this Section 2, the Company must deliver a Company Notice to the selling Stockholder within ten (10) days after delivery of the Proposed Transfer Notice. In the event of a conflict between this Agreement and any other agreement that may have been entered into by a Stockholder with the Company that contains a preexisting right of first refusal, the Company and the Stockholder acknowledge and agree that the terms of this Agreement shall control and the preexisting right of first refusal shall be deemed satisfied by compliance with this Section 2.1. In the event of any conflict between the provisions of this Section 2.1 and the provisions of any right of first refusal set forth in the Company's bylaws, the parties hereto acknowledge and agree that the terms of this Agreement shall control and the bylaw provisions shall be deemed satisfied by compliance with this Agreement.

2.1.4 Grant of Secondary Refusal Right to Stockholders. Subject to the terms of Section 3 below, each Stockholder hereby unconditionally and irrevocably grants to the other Stockholders a Secondary Refusal Right to purchase all, but not less than all, of the Transfer Stock not purchased by the Company and/or its assignees pursuant to the Right of First Refusal, as provided in this Section 2.1.4. If the Company does not intend to exercise, or assign its right to exercise, its Right of First Refusal with respect to all Transfer Stock subject to a Proposed Transfer, the Company must deliver a Secondary Notice to the selling Stockholder and to each other Stockholder to that effect no later than ten (10) days after the selling Stockholder delivered the Proposed Transfer Notice to the Company. The Secondary Notice shall specify the number of shares of Remaining Stock subject to the Secondary Refusal Right.

2.1.5 Exercise of Secondary Refusal Right. To exercise an Stockholder's Secondary Refusal Right, such Electing Stockholder must deliver an Stockholder Notice to the selling Stockholder and the Company within the Stockholder Notice Period, indicating: the maximum number of shares and type of Remaining Stock, if any, that such Electing Stockholder elects to purchase (such Electing Stockholder's "***Maximum Share***"). No Electing Stockholder shall have a right to purchase any of the Remaining Stock unless the Stockholders, in the aggregate, exercise their collective Secondary Refusal Right within the Stockholder Notice Period to purchase all of the Remaining Stock. If, with respect to a type of Remaining Stock, the sum of the Maximum Shares of all Electing Stockholders exceeds the number of shares of Remaining Stock available for purchase, then the shares of such type of Remaining Stock shall be allocated to the Electing Stockholders in accordance with their respective Pro Rata Shares up to the Maximum Share each such Electing Stockholder has

indicated in such Stockholder's Stockholder Notice. Within three (3) days after the end of the Stockholder Notice Period, the Company shall send the Final Notice to the Electing Stockholders and the selling Stockholder (i) indicating whether or not Electing Stockholders have elected to exercise in full their Secondary Refusal Rights to purchase the Remaining Stock, (ii) if so, specifying the number of shares of each type of Remaining Stock to be purchased by each of the Electing Stockholders pursuant to the Secondary Refusal Right, and (iii) if the prohibited transferee provisions of Section 4.1 are applicable, setting forth the Board's determination as required by Section 4.1.

2.1.6 Consideration; Closing. If the consideration proposed to be paid for the Transfer Stock is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Board and as set forth in the Company Notice. If the Company or any Stockholder cannot for any reason pay for the Transfer Stock in the same form of non-cash consideration, the Company or such Stockholder may pay the cash value equivalent thereof, as determined in good faith by the Board and as set forth in the Company Notice. The closing of the purchase of Transfer Stock by the Company and the Stockholders shall take place, and all payments from the Company and the Stockholders shall have been delivered to the selling Stockholder, by the later of (a) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Transfer and (b) thirty (30) days after delivery of the Proposed Transfer Notice.

2.2 Intentionally omitted.

2.3 Effect of Failure to Comply.

2.3.1 Deadline. If any Proposed Transfer is not consummated within sixty (60) days after receipt of the Proposed Transfer Notice by the Company, the Stockholders proposing the Proposed Transfer may not Transfer the Transfer Stock that was the subject of the Proposed Transfer unless they again comply in full with each provision of this Section 2 prior to any such Transfer. The exercise or election not to exercise any right by any Stockholder hereunder shall not adversely affect its right to participate in any other Transfers subject to this Section 2.

2.3.2 Transfer Void; Equitable Relief. Any Proposed Transfer not made in compliance with the requirements of this Agreement shall be null and void *ab initio*, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Stock not made in strict compliance with this Agreement), without having to prove actual damages or that monetary damages would be inadequate.

2.3.3 Violation of First Refusal Right. If any Stockholder becomes obligated to Transfer any Transfer Stock to the Company or any other Stockholder under this Agreement and fails to deliver such Transfer Stock in accordance with the terms of this Agreement, the Company and/or such other Stockholder may, at its option, in addition to all other remedies it may have, send to such selling Stockholder the purchase price for such Transfer Stock as is herein specified and transfer to the name of the Company or such other Stockholder (or request that the Company effect such transfer in the name of an Stockholder) on the Company's books the certificate or certificates representing the Transfer Stock to be Transferred.

2.4 Escrow. As security for the faithful performance of this Agreement, each Stockholder agrees to immediately deliver all certificate(s) evidencing such Stockholder's Capital Stock (whether now owned or hereafter acquired by such Stockholder), together with a stock power for each certificate in the form of Schedule B attached hereto, or such comparable instrument as the Company reasonably may request, executed by such Stockholder and his or her spouse (with the transferee, date, certificate number and number of shares of such Capital Stock left blank), to the Secretary of the Company or the Secretary's designee (the "***Escrow Holder***"), who is hereby appointed to hold such certificate(s) and stock power(s) in escrow and to take all such actions and to effectuate all such transfers and/or releases of such Capital Stock as are in accordance with this Agreement. Upon marriage or remarriage of a Stockholder, so long as he or she still holds Capital Stock, such Stockholder will deliver to the Escrow Holder a new stock power, or comparable instrument, executed by such Stockholder and his or her new spouse. Each party hereto agrees that the Escrow Holder (a) is an intended third party beneficiary of this Section 2.4, (b) will not be liable to any party to this Agreement (or to any other party) for any actions or omissions except for willful misconduct in violation of this Agreement and (c) may rely upon any letter, notice or other document executed by any signature purported to be genuine and may rely on advice of counsel and obey any order of any court with respect to the transactions contemplated herein. The Capital Stock will be released from escrow hereunder as necessary to effect the Right of First Refusal and upon termination of the Right of First Refusal

3. EXEMPT TRANSFERS AND OFFERINGS.

3.1 Exempted Transfers. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Sections 2.1 shall not apply:

(a) to a repurchase of Transfer Stock from a Stockholder by the Company at a price no greater than that originally paid by such Stockholder for such Transfer Stock and pursuant to an agreement containing vesting and/or repurchase provisions approved by at least a majority of the Board;

(b) to a pledge of Transfer Stock pursuant to a bona fide loan transaction that creates a mere security interest in the pledged Transfer Stock; *provided* that (i) the provisions of Sections 2.1 shall apply to enforcement of the pledge by the pledgee, and (ii) the pledgee thereof agrees in writing in advance to be bound by and comply with all applicable provisions of this Agreement to the same extent as if it were the Stockholder making such pledge;

(c) in the case of Stockholder who is a natural Person, upon a transfer of Transfer Stock by such Stockholder made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy to (i) his or her spouse or Spousal Equivalent, child (natural or adopted), or any other direct lineal antecedent or descendant of such Stockholder (or his or her spouse or Spousal Equivalent) (all of the foregoing collectively referred to as "family members"), or any other relative approved by the Board or (ii) any custodian or trustee of any trust, partnership or limited liability company solely for the benefit of, or the ownership interests of which are owned wholly by, such Stockholder or any such family members; or

(d) a transfer by way of gift to any entity organized pursuant to Section 501(c)(3) of the Internal Revenue Code of 1984, as amended, for charitable, religious or other purposes permitted by such Section;

provided that (i) in the case of clause(s) (b), (c) or (d), the Stockholder shall deliver prior written notice to the Company and other Stockholders of such pledge, gift or transfer, such shares of Transfer Stock shall at all times remain subject to the terms and restrictions set forth in this Agreement and such transferee shall, as a condition to such issuance, deliver a counterpart signature page to this Agreement as confirmation that such transferee shall be bound by all the terms and conditions of this Agreement as a Stockholder (but only with respect to the securities so transferred to the transferee), including the obligations of a Stockholder with respect to Proposed Transfers of such Transfer Stock pursuant to Section 2; and (ii), in the case of any transfer pursuant to clause (c) or (d) above, that such transfer is made pursuant to a transaction in which there is no consideration actually paid for such transfer.

3.2 Exempted Offerings. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Section 2 shall not apply to the sale of any Transfer Stock (a) in a Public Offering, (b) pursuant to a Deemed Liquidation Event or (c) upon the consummation of a Stock Sale.

4. ADDITONAL COVENANTS AND RESTRICTIONS.

4.1 Prohibited Transferees.

4.1.1 Transfer to Competitor. Unless waived by the Company in writing, no Stockholder shall Transfer any Transfer Stock to a Competitor. Each Stockholder proposing to Transfer any Transfer Stock must include in such Stockholder's Proposed Transfer Notice information concerning the Prospective Transferee that is known to the Stockholder and that would be relevant to the Board's determination whether or not such Prospective Transferee is a Competitor, including but not limited to the names of the principal owners of any Prospective Transferee that is an entity and the names of any Affiliates of the Prospective Transferee. The Company shall be entitled to make inquiries of the Prospective Transferee regarding such ownership and condition the effectiveness of a Transfer on receiving information from the Prospective Transferee that the Board deems reasonably required to make such determination. The Board shall make its determination pursuant to this Section 4.1 no later than the date the Final Notice is delivered (or if there is no Final Notice, the date the Final Notice would be delivered under the maximum timing permitted in this Agreement) to the Stockholders,

and the results of such determination shall be set forth in the Final Notice, or if there is no such Final Notice, in a separate notice delivered to the Stockholders no later than twenty-three (23) days after delivery of the Stockholder's Proposed Transfer Notice concerning the Proposed Transfer.

4.1.2 Effect of Determination. If the Company's notice delivered pursuant to Section 4.1.1 concerning a Proposed Transfer contains a determination that the Prospective Transferee is a Competitor, the Stockholder proposing to make the Proposed Transfer shall be prohibited from consummating such Transfer; *provided, however*, this Section 4.1 shall not be interpreted to prohibit or restrict the exercise any Right of First Refusal or Secondary Refusal Right exercised by the Company or any Stockholder in connection with the Proposed Transfer. If the Company's notice delivered pursuant to Section 4.1.1 concerning a Proposed Transfer contains a determination that the Prospective Transferee *is not* a Competitor, then, subject to compliance with the Right of First Refusal and Secondary Refusal Right, the Stockholder will be free to enter into the Proposed Transfer no later than the date determined in accordance with Section 2.3.1. Any failure of the Company to include the Board determination regarding a Proposed Transfer that is required by this Section 4.1 in the Final Notice relating to a Proposed Transfer, or in the separate notice as provided above in this Section 4.1, shall be deemed a waiver by the Company of its rights to prohibit such Transfer pursuant to this Section 4.1.

4.2 Market Standoff Agreement. Each Stockholder agrees in connection with any registration of the Company's securities under the Securities Act or other public offering that, upon the request of the Company or the underwriters managing any registered public offering of the Company's securities, such Stockholder will not sell or otherwise dispose of any Capital Stock without the prior written consent of the Company or such managing underwriters, as the case may be, for a period of time (not to exceed one hundred eighty (180) days) after the effective date of such registration requested by such managing underwriters and subject to all restrictions as the Company or the managing underwriters may specify for employee-stockholders generally. For purposes of this Section 4.2, the term "Company" shall include any wholly owned subsidiary of the Company into which the Company merges or consolidates. In order to enforce the foregoing covenant, the Company shall have the right to place restrictive legends on the certificates representing the shares subject to this Section 4.2 and to impose stop transfer instructions with respect to the Capital Stock held by such Stockholder until the end of such period. Each Stockholder further agrees to enter into any agreement reasonably required by the underwriters to implement the foregoing and that such underwriters are express third party beneficiaries of this Section 4.2.

5. ADDITIONAL PARTIES.

5.1 Additional Stockholders. In the event that after the date of this Agreement, the Company issues shares of Common Stock, or options or warrants to purchase Common Stock, to any employee or consultant, which shares or options would collectively constitute with respect to such employee or consultant (taking into account all shares of Common Stock, options and other purchase rights held by such employee or consultant) 1% or more of the Company's then-outstanding Common Stock (treating for this purpose all shares of Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible

securities, as if exercised or converted), the Company shall, as a condition to such issuance, cause such employee or consultant to execute a counterpart signature page hereto as a Stockholder, and such Person shall thereby be bound by, and subject to, all the terms and provisions of this Agreement applicable to a Stockholder.

6. LEGEND. Each certificate representing shares of Transfer Stock held by the Stockholders or issued to any permitted transferee in connection with a transfer permitted by Section 3.1 hereof shall be endorsed with the following legend:

> *THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF A CERTAIN RIGHT OF FIRST REFUSAL AGREEMENT BY AND AMONG THE STOCKHOLDER, THE CORPORATION AND CERTAIN OTHER HOLDERS OF STOCK OF THE CORPORATION. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION.*

Each Stockholder agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares represented by certificates bearing the legend referred to in this Section 6 above to enforce the provisions of this Agreement, and the Company agrees to promptly do so. The legend shall be removed upon termination or expiration of the restrictions set forth in this Agreement at the request of the holder.

7. GENERAL PROVISIONS.

7.1 Term. This Agreement shall automatically terminate upon the earlier of (a) immediately prior to the consummation of a Public Offering, (b) the consummation of a Deemed Liquidation Event and (c) the consummation of a Stock Sale.

7.2 Stock Split. All references to numbers of shares in this Agreement shall be appropriately adjusted to reflect any stock dividend, split, combination or other recapitalization affecting the Capital Stock occurring after the date of this Agreement.

7.3 Notices. All notices and other communications given, delivered or made pursuant to this Agreement shall be in writing and shall be deemed effectively given, delivered or made upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by 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) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses or facsimile numbers as set forth on Schedule A hereof, as the case may be, or to such address or facsimile number as subsequently modified by written notice given in accordance with this Section 7.3. If notice is given to the Company, it shall be sent to 645 11th Avenue, NY, NY 10036, marked "Attention: Zac Moseley"; and a copy (which shall not constitute notice) shall also be sent to Martin Shell, The

Shell Law Firm, PLLC, 11 Broadway, Suite 615, New York, NY 10004. If no facsimile number is listed on the applicable Schedule for a party (or above in the case of the Company), notices and communications given, delivered or made by facsimile shall not be deemed effectively given, delivered or made to such party. For purposes of this Section 7.3, a "***business day***" means a weekday on which banks are open for general banking business in San Francisco, California.

7.4 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

7.5 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

7.6 Amendment; Waiver and Termination. This Agreement may be amended, modified or terminated (in addition to pursuant to Section 7.1 above) and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by (a) the Company and (b) all Stockholders holding at least 10% of the outstanding capital stock of the Company. Any amendment, modification, termination or waiver so effected shall be binding upon the Company, the Stockholders and all of their respective successors and permitted assigns whether or not such party, assignee or other shareholder entered into or approved such amendment, modification, termination or waiver. Notwithstanding the foregoing, the Company may, without the consent or approval of any Stockholder, cause additional Persons to become party to this Agreement pursuant to Section 5 hereto and amend Schedule A hereto, as applicable, accordingly. The Company shall give prompt written notice of any amendment, modification or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, modification, termination or waiver. Notwithstanding the foregoing, any term or condition set forth in this Agreement may be waived by any waiving party with respect to such party and on such party's own behalf, without the consent of any other party and no notice of any such waiver need be given by the Company to any non-consenting party. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

7.7 Assignment of Rights.

7.7.1 Rights Binding. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

7.7.2 Successors and Assignees. Any successor or permitted assignee of any Stockholder, including any Prospective Transferee who acquires shares of Transfer Stock in accordance with the terms hereof, shall deliver to the Company and the other Stockholders, as a condition to any transfer or assignment, a counterpart signature page hereto pursuant to which such successor or permitted assignee shall confirm such successor's or assignee's agreement to be subject to and bound by all of the provisions set forth in this Agreement that were applicable to the predecessor or assignor of such successor or permitted assignee.

7.7.3 Assignment by Stockholders. The rights of the Stockholders hereunder are not assignable without the Company's written consent (which shall not be unreasonably withheld, delayed or conditioned), except (a) by a Stockholder to any Affiliate or (b) to an assignee or transferee who acquires shares of Capital Stock, it being acknowledged and agreed that any such assignment, including an assignment contemplated by the preceding clauses (a) or (b) shall be subject to and conditioned upon any such assignee's delivery to the Company and the other Stockholders of a counterpart signature page hereto pursuant to which such assignee shall confirm its agreement to be subject to and bound by all of the provisions set forth in this Agreement that were applicable to the assignor of such assignee.

7.7.4 Assignment by the Company. The rights and obligations of the Company to purchase any Transfer Stock upon exercise of the Right of First Refusal with respect to such Transfer Stock may be assigned by the Company to any Person. All rights and obligations of the Company hereunder may be assigned by operation of law to an acquirer or successor of the Company. Otherwise the rights and obligations of the Company are not assignable.

7.8 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

7.9 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws of that might otherwise govern under applicable principles of conflicts of law.

7.10 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.11 Pronouns. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.12 Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.13 Dispute Resolution. Any unresolved controversy or claim arising out of or relating to this Agreement, except as (a) otherwise provided in this Agreement, or (b) any such controversies or claims for which a provisional remedy or equitable relief is sought, shall be submitted to mandatory, final and binding arbitration before the Judicial Arbitration and Mediation Service ("***JAMS***"), pursuant to the United States Arbitration Act, 9 U.S.C., Section 1 et seq. Either party may commence the arbitration process called for by this Agreement by filing a written demand for arbitration with JAMS and giving a copy of such demand to each of the other parties to this Agreement. The parties will cooperate with JAMS and with each other in promptly selecting an arbitrator from JAMS' panel of neutrals, and in scheduling the arbitration proceedings in order to fulfill the provisions, purposes and intent of this Agreement. If no agreement as to selection of an arbitrator can be reached within thirty (30) days after delivery of the written demand for arbitration, then the parties shall request that JAMS select an arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement. The arbitration shall take place in San Mateo County, California, and shall be conducted in accordance with the Comprehensive Arbitration Rules and Procedures (the "***Comprehensive Rules***") of JAMS then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. Discovery shall be conducted in accordance with the Comprehensive Rules, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the Southern District of New York or any court of the State of New York having subject matter jurisdiction. The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the Southern District of New York or any court of the State of New York having subject matter jurisdiction.

7.14 Specific Performance. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, each Stockholder shall be entitled to seek specific performance of the agreements and obligations of the Company and the other Stockholders hereunder and to such other injunction or other equitable relief as may be granted by a court of competent jurisdiction, without having to prove actual damages or that monetary damages would be inadequate.

7.15 Attorneys' Fees. If any action at law or in equity or in arbitration is necessary to enforce or interpret the terms of this Agreement, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorneys' fees.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this **Right of First Refusal** as of the date first written above.

COMPANY:

CABOTAGE CORPORATION

By: _____
Donald mattson (Nov 11, 2024 13:21 EST)

Name: Zac Moseley

Title: CEO

IN WITNESS WHEREOF, the parties have executed this **Right of First Refusal** as of the date first written above.

INVESTOR:

Philip Reuben Abbott

By: _____

Name: P. Abbott

P . Abbott (Nov 18, 2024 18:46 GMT)

Title: _____

IN WITNESS WHEREOF, the parties have executed this **Right of First Refusal** as of the date first written above.

INVESTOR:

Nigel Redwood

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this **Right of First Refusal** as of the date first written above.

OTHER STOCKHOLDERS:

Alpha Financial Markets Search and Consulting Limited

By: _____

Name: Terry Thompson Terry thompson (Nov 8, 2024 17:18 GMT)

Title: Managing Director

IN WITNESS WHEREOF, the parties have executed this **Right of First Refusal** as of the date first written above.

OTHER STOCKHOLDERS:

Classic Car Club International, Inc.

By: _____

Name: Zac Moseley Donald mattson (Nov 11, 2024 13:21 EST)

Title: President

IN WITNESS WHEREOF, the parties have executed this **Right of First Refusal** as of the date first written above.

OTHER STOCKHOLDERS:

Krux Capital Investments, LLC

By: _____
Marc Russell (Nov 18, 2024 13:07 EST)

Name: Marc Russell

Title: Manager

IN WITNESS WHEREOF, the parties have executed this **Right of First Refusal** as of the date first written above.

OTHER STOCKHOLDERS:

CSC Holdings One, LLC

By: _____

Name: Zac Moseley Donald Mattson (Nov 11, 2024 13:21 EST)

Title: Manager

SCHEDULE A

List of Stockholders

Name and Address of Stockholder	Number of Shares of Common Stock Initially Held
Philip Reuben Abbott	1,239,429.00
Nigel Redwood	309,857.00
Alpha Financial Markets Search and Consulting Limited	500,000.00
Classic Car Club International, Inc.	1,800,578.00
Krux Capital Investments LLC	1,014,326.00
CSC Holdings One, LLC	300,096.00

SCHEDULE B

STOCK POWER AND ASSIGNMENT
SEPARATE FROM CERTIFICATE

For value received and pursuant to that certain Right of First Refusal dated as of __, 2024 (the "***Agreement***"), the undersigned hereby sells, assigns and transfers unto _____ _____,_____ shares of the common stock of Cabotage Corporation a Delaware corporation (the "***Company***"), standing in the undersigned's name on the books of the Company represented by Certificate No(s). _____ delivered herewith, and does hereby irrevocably constitute and appoint the Secretary of the Company as the undersigned's attorney-in-fact, with full power of substitution, to transfer said stock on the books of the Company. *THIS ASSIGNMENT MAY ONLY BE USED AS AUTHORIZED BY THE AGREEMENT AND THE EXHIBITS THERETO.*

Dated: _____

STOCKHOLDER

_____
[Signature of Stockholder]

_____
[Print Name of Stockholder]

_____
[Spouse's Signature, if married]

_____
[Print Spouse's Name, if married]

Instruction: Please do not fill in any blanks other than the signature line. The purpose of this Stock Power and Assignment is to enable the Company and/or its assignee(s) and certain other parties to exercise their respective "Rights of First Refusal" as set forth in the Agreement without requiring additional signatures on the part of the Stockholder or Stockholder's Spouse.

EXHIBIT E
(Counterpart Signature to the Stockholder Rights Agreement)

IN WITNESS WHEREOF, the parties have executed this **Stockholder Rights Agreement** as of the date first written above.

INVESTOR:

By: _____
Name:
Title:

EXHIBIT F
(Stockholder Rights Agreement)

CABOTAGE CORPORATION

STOCKHOLDER RIGHTS AGREEMENT

This Stockholder Rights Agreement (this "***Agreement***") is made and entered into as of August __, 2024 by and among Cabotage Corporation a Delaware corporation (the "***Company***"); Philip Reuben Abbott and Nigel Redwood along with any subsequent investors, or transferees, who become parties hereto as "Investors" pursuant to Section 7.14 hereof, the "***Investors***"); other stockholders of the Company listed on Schedule A (together with Investors and any subsequent stockholders or any transferees who become parties hereto, the "***Stockholders***"); and any additional holder of a Lender Warrant that becomes a party to this Agreement in accordance with Section 7.14 hereof.

RECITALS

WHEREAS, in order to induce the Company to enter into that certain Common Stock Purchase Agreement ("Purchase Agreement") and to induce the Investors to invest funds in the Company pursuant to the Purchase Agreement, the Investors and the Company hereby agree that this Agreement shall govern the rights of the Investors to cause the Company to register shares of Common Stock issuable to the Investors, to receive certain information from the Company, and to participate in future equity offerings by the Company, and shall govern certain other matters as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, the parties hereto hereby agree as follows:

1. DEFINITIONS. For purposes of this Agreement:

"***Affiliate***" means, with respect to any specified Person, such Person's principal or any other Person who or which, directly or indirectly, controls, is controlled by, or is under common control with such Person or such Person's principal, including, without limitation, any general partner, managing member or partner, officer or director of such Person or such Person's principal or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person or such Person's principal. For purposes of this definition, the terms "***controlling***," "***controlled by***," or "***under common control with***" shall mean the possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise, or (b) the power to elect or appoint at least 50% of the directors, managers, general partners, or persons exercising similar authority with respect to such Person.

"***business day***" means a weekday on which banks are open for general banking business in New York, New York.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Common Stock***" means shares of the Company's common stock.

"***Competitor***" means (a) any entity that, in the determination of the Board, directly or indirectly competes with the Company, (b) any customer, distributor or supplier of the Company, if the Board should reasonably determine that such transfer would result in such customer, distributor or supplier receiving information that would place the Company at a competitive disadvantage with respect to such customer, distributor or supplier or (c) any Affiliate of any such entity described in clause (a) of this sentence or of any customer, distributor or supplier described in clause (b) of this sentence; *provided*, *however*, that no Key Holder or any Affiliate of any Key Holder shall be deemed to be a Competitor.

"***Derivative Securities***" means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock, including options and warrants.

"***Deemed Liquidation Event***" has the meaning set forth for such term in the certificate of incorporation of the Company most recently filed with the Delaware Secretary of State that contains such a definition, whether or not the holders of outstanding shares of Common Stock elect otherwise by written notice sent to the Company as provided in such definition.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"***Fully Exercising Investor***" shall have the meaning set forth in Section 4.5.

"***GAAP***" means generally accepted accounting principles in the United States.

"***Immediate Family Member***" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, of a natural person referred to herein.

"***Investor Notice***" shall have the meaning set forth in Section 4.2.

"***IPO***" means the Company's first underwritten public offering of its Common Stock under the Securities Act.

"***Key Holder***" means any stockholder of the Company that, individually or together with its Affiliates, holds at least 3% of the outstanding capital stock of the Company (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof).

"***Lender Registrable Securities***" means the Common Stock issuable or issued upon the exercise of any Lender Warrant; *provided*, *however*, that before the holder of any Lender Warrant shall be entitled to exercise any rights under this Agreement, such holder must either (i) become a party to this Agreement as a "Lender" or (ii) agree to be bound by the terms of this Agreement related to registration rights applicable to the Lender Registrable Securities in a separate written agreement between such holder and the Company (including, without limitation, in a Lender Warrant).

"***Lender Warrant***" means any warrant to purchase shares of capital stock of the Company issued to banks, equipment lessors or other lenders pursuant to a debt financing or equipment leasing transaction where the Company's Board of Directors (the "***Board***") has approved the grant to the holder thereof of "piggyback" registration rights.

"***New Securities***" means, collectively, equity securities of the Company, whether or not currently authorized, Derivative Securities and any rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for (in each case, directly or indirectly) such equity securities; *provided however*, that "New Securities" shall exclude (a) Exempted Securities (to the extent defined in the Restated Certificate) and (b) shares of Common Stock issued in the IPO.

"***Offer Notice***" shall have the meaning set forth in Section 4.1.

"***Person***" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

"***Pro Rata Amount***" means, for each Stockholder, that portion of the New Securities identified in an Offer Notice which equals the proportion that the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of any Derivative Securities then held, by such Stockholder bears to the total Common Stock of the Company then-outstanding (assuming full conversion and/or exercise, as applicable, of all Derivative Securities).

"***Registrable Securities***" means (a) the Common Stock issuable of the Company; (b) the Lender Registrable Securities, *provided*, *however*, that for the purposes of Sections 2.1, 2.2, 4 and 7.6 such Lender Registrable Securities shall not be deemed Registrable Securities and the Lenders shall not be deemed Stockholders; and (c) any Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clauses (a) through (b) above; excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Section 7.1.

"***Restated Certificate***" means the Company's Restated Certificate of Incorporation (as may be amended from time to time).

"***SEC***" means the Securities and Exchange Commission.

"***Securities Act***" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"***Selling Stockholder Counsel***" means one counsel for the selling Stockholders.

"***Stock Sale***" means a sale by the Company's stockholders, in one transaction or series of related transactions, of equity securities that represent, immediately prior to such transaction or transactions, at least a majority by voting power of the equity securities of the Company pursuant to an agreement approved by the Board and entered into by the Company.

2. INFORMATION RIGHTS.

2.1 Delivery of Financial Statements.

2.1.1 Information to be Delivered. The Company shall deliver the following to each Key Holder:

(a) as soon as practicable, but in any event within fifteen (15) days of being made available to the Company and no later than 45 days after the end of each fiscal year of the Company, the Company shall deliver, (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year, and (iii) a statement of stockholders' equity as of the end of such year, all of which shall be unaudited.

(b) Consolidation. If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to Section 2.1.1 shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

2.1.2 Suspension or Termination. Notwithstanding anything else in this Section 2.1 to the contrary but subject to Section 6.1, the Company may cease providing the information set forth in this Section 2.1 during the period starting with the date sixty (60) days before the Company's good-faith estimate of the date of filing of a registration statement if it reasonably concludes it must do so to comply with the SEC rules applicable to such registration statement and related offering; *provided* that the Company's covenants under this Section 2.1 shall be reinstated at such time as the Company is no longer actively employing its reasonable efforts to cause such registration statement to become effective.

2.2 Inspection. The Company shall permit each Key Holder, at such Key Holder's expense, and on such Key Holder's written request, to visit and inspect the Company's properties; examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Key Holder; *provided, however*, that the Company shall not be obligated pursuant to this Section 2.2 to provide access to any information that it reasonably and in good faith considers to be confidential information (unless covered by an enforceable confidentiality agreement, in form reasonably acceptable to the Company), a trade secret or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

2.3 Confidentiality. Each Investor agrees that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Section 2 unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 2.3 by such Investor), (b) is or has been independently developed or conceived by the Investor without use of the Company's confidential information, or (c) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; *provided, however*, that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent

necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any existing Affiliate, partner, member, stockholder, or wholly owned subsidiary of such Investor in the ordinary course of business, but only if such Investor informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iii) as may otherwise be required by law if the Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

3. Intentionally omitted.

4. RIGHTS TO FUTURE STOCK ISSUANCES. Subject to the terms and conditions of this Section 4 and applicable securities laws, if the Company proposes to sell any New Securities, the Company shall offer to sell a portion of New Securities to each Stockholder as described in this Section 4. A Stockholder shall be entitled to apportion the right of first refusal hereby granted to it among itself and its Affiliates in such proportions as it deems appropriate. The right of first refusal in this Section 4 shall not be applicable with respect to any Stockholder, if at the time of such subsequent securities issuance, the Stockholder is not an "accredited investor," as that term is then defined in Rule 501(a) under the Securities Act.

4.1 Company Notice. The Company shall give notice (the "***Offer Notice***") to each Stockholder, stating (a) its bona fide intention to sell such New Securities, (b) the number of such New Securities to be sold and (c) the price and terms, if any, upon which it proposes to sell such New Securities.

4.2 Investor Right. By written notice (the "***Investor Notice***") to the Company within twenty (20) days after the Offer Notice is given, each Stockholder may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to such Stockholder's Pro Rata Amount. In addition, each Stockholder that elects to purchase or acquire all of its Pro Rata Amount (each, a "***Fully Exercising Investor***") may, in the Investor Notice, elect to purchase or acquire, in addition to its Pro Rata Amount, a portion of the New Securities, if any, for which other Stockholder s were entitled to subscribe but that are not subscribed for by such Stockholders. The amount of such overallotment that each Fully Exercising Investor shall be entitled to purchase is equal to the proportion that the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of any Derivative Securities then held, by such Fully Exercising Investor bears to the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of any Derivative Securities then held, by all Fully Exercising Investors who wish to purchase such unsubscribed shares. A Stockholder's election may be conditioned on the consummation of the transaction described in the Offer Notice. The closing of any sale pursuant to this Section 4.2 shall occur on the earlier of one hundred and twenty (120) days after the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Section 4.3.

4.3 Sale of Securities. If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Section 4.2, the Company may, during the ninety (90) day period following the expiration of the periods provided in Section 4.2, offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the

Offer Notice. If the Company does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Stockholder s in accordance with this Section 4.

4.4 Alternate Procedure. Notwithstanding any provision hereof to the contrary, in lieu of complying with the provisions of Sections 4.1 and 4.2, the Company may elect to give notice to the Stockholders within thirty (30) days after the issuance of New Securities. Such notice shall describe the type, price, and terms of the New Securities, and the identities of the Persons to whom the New Securities were sold. Each Stockholder shall have twenty (20) days after the date the Company's notice is given to elect, by giving notice to the Company, to purchase up to the number of New Securities that such Stockholder would otherwise have the right to purchase pursuant to Section 4.2 above had the Company complied with the provisions of Sections 4.1 and 4.2 in connection with the issuance of such New Securities under the terms and conditions set forth in the Company's notice pursuant to this Section 4.4. Any Stockholders electing to purchase such New Securities shall also have rights of oversubscription to purchase New Securities that were purchasable by other Stockholders pursuant to the foregoing sentence but were not so purchased, and such rights of oversubscription shall be apportioned in a manner consistent with the apportionment among Fully Exercising Investors described in Section 4.2. The closing of such sale shall occur within sixty (60) days of the date notice is given to the Stockholders.

5. ADDITIONAL COVENANTS.

5.1 Insurance. The Company shall, promptly following execution of this Agreement, obtain Directors and Officers liability insurance from a financially sound and reputable insurer in an amount no less than One Million Dollars ($1,000,000.00) and on such terms as determined by the Board, and shall maintain such insurance policies to until such time as the Board determines that such insurance should be discontinued.

5.2 Employee Agreements. The Company will cause each person now or hereafter employed or engaged by it or by any subsidiary (or engaged by the Company or any subsidiary as a consultant/independent contractor) with access to confidential information and/or trade secrets, or performing services that consist of the development of technology, to enter into a customary nondisclosure and proprietary rights assignment agreement or an employment or consulting agreement containing substantially similar terms.

5.3 Qualified Small Business Stock. The Company shall use commercially reasonable efforts to cause the shares of Common Stock issued pursuant to the Purchase Agreement, as well as any shares into which such shares are converted, within the meaning of Section 1202(f) of the Code, to constitute "qualified small business stock" as defined in Section 1202(c) of the Code; *provided, however*, that such requirement shall not be applicable if the Board determines, in its good-faith business judgment, that such qualification is inconsistent with the best interests of the Company. The Company shall submit to its stockholders (including the Investors) and to the Internal Revenue Service any reports that may be required under Section 1202(d)(1)(C) of the Code and the regulations promulgated thereunder. In addition, within twenty (20) business days after any Investor's written request therefor, the Company shall, at its

option, either (i) deliver to such Investor a written statement indicating whether (and what portion of) such Investor's interest in the Company constitutes "qualified small business stock" as defined in Section 1202(c) of the Code or (ii) deliver to such Investor such factual information in the Company's possession as is reasonably necessary to enable such Investor to determine whether (and what portion of) such Investor's interest in the Company constitutes "qualified small business stock" as defined in Section 1202(c) of the Code.

5.4 Board Matters. Intentionally omitted.

5.5 Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board as in effect immediately before such transaction, whether such obligations are contained in the Company's Bylaws, the Restated Certificate, indemnification agreements or elsewhere, as the case may be.

5.6 Compliance with Anti-Corruption Laws.

5.6.1 The Company shall, and shall ensure that its Affiliates and its and their officers, directors, employees and agents shall, and shall use good faith efforts to ensure that its and its Affiliates' stockholders, partners and other equity holders (in connection with the business of the Company and its Affiliates) shall, comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and in any other applicable jurisdiction (the "***Anti-Corruption Laws***").

5.6.2 The Company shall establish and maintain an anti-corruption program (including amendments thereof) that is satisfactory to the Board (the "***Anti-Corruption Program***"), pursuant to which the Company and its subsidiaries shall have appropriate systems, safeguards, policies, procedures and training, sufficient to provide reasonable assurances that the Company and its subsidiaries, their respective directors, officers, employees and agents and any other person acting on their behalf act in compliance with Anti-Corruption Laws. Each of the Key Holders shall have the right, upon reasonable notice to the Company, to conduct their own assessment of the Anti-Corruption Program of the Company and its subsidiaries and the adherence by the Company and its subsidiaries to such program and applicable laws, including Anti-Corruption Laws, and may recommend any appropriate modification to the Board. Any such recommendations to the Board shall be considered by the Board in good faith.

6. TERMINATION.

6.1 Generally. The covenants set forth in Section 2.1, Section 2.2 and Section 4 shall terminate and be of no further force or effect upon the earliest to occur of: (a) immediately before the consummation of the IPO; (b) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act; or (c) upon a Deemed Liquidation Event or a Stock Sale.

7. GENERAL PROVISIONS.

7.1 Successors and Assigns. The rights under this Agreement may be assigned (but only with all related obligations) by a Stockholder to a transferee of Registrable Securities that (a) is an Affiliate, partner, member, limited partner, retired or former partner, retired or former member, or stockholder of a Stockholder or such Stockholder's Affiliate; (b) is a Stockholder's Immediate Family Member or trust for the benefit of an individual Stockholder or one or more of such Stockholder's Immediate Family Members; (c) after such transfer, holds at least two percent (2%) of the shares of Registrable Securities (or if the transferring Stockholder owns less than two percent (2%) of the Registrable Securities, then all Registrable Securities held by the transferring Stockholder); or (d) is a venture capital fund that is controlled by or under common control with one or more general partners or managing partners or managing members of, or shares the same management company with, the Stockholder; *provided, however*, that (i) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred; and (ii) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement. For the purposes of determining the number of shares of Registrable Securities held by a transferee, the holdings of a transferee (A) that is an Affiliate, limited partner, retired or former partner, member, retired or former member, or stockholder of a Stockholder or such Stockholder's Affiliate; (B) who is a Stockholder's Immediate Family Member; or (C) that is a trust for the benefit of an individual Stockholder or such Stockholder's Immediate Family Member shall be aggregated together and with those of the transferring Stockholder. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

7.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

7.3 Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

7.5 Notices. All notices, requests, and other communications given, made or delivered pursuant to this Agreement shall be in writing and shall be deemed effectively given, made or delivered upon the earlier of actual receipt or: (a) personal delivery to the party to be notified; (b) when sent, if sent by facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid;

or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A hereto, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such address or facsimile number as subsequently modified by written notice given in accordance with this Section 7.5. If notice is given to the Company, it shall be sent to 645 11th Avenue York, NY 10036, marked "Attention: Zac Moseley"; and a copy (which shall not constitute notice) shall also be sent to Martin Shell, The Shell Law Firm, PLLC, 11 Broadway, Suite 615, New York, NY 10004. If no facsimile number is listed on Schedule A for a party (or above in the case of the Company), notices and communications given or made by facsimile shall not be deemed effectively given to such party.

7.6 Amendments and Waivers. This Agreement may be amended or terminated and the observance of any term hereof may be waived (either generally or in a particular instance, and either retroactively or prospectively) only by a written instrument executed by the Company and holders of Common Stock holding at least 50% of the outstanding capital stock of the Company; provided that (i) any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party; and (ii) the Company may, without the consent or approval of any other party hereto, cause additional persons to become party to this Agreement as Investors or Lenders pursuant to Section 7.14 hereto and amend Schedule A hereto accordingly. Any amendment, termination, or waiver effected in accordance with this Section 7.6 shall be binding on each party hereto and all of such party's successors and permitted assigns, regardless of whether or not any such party, successor or assignee entered into or approved such amendment, termination, or waiver. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

7.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

7.8 Aggregation of Stock. All shares of Registrable Securities held or acquired by affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

7.9 Entire Agreement. This Agreement (including any Schedules and Exhibits hereto) constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled and replaced with this Agreement.

7.10 Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

7.11 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

7.12 Dispute Resolution. Any unresolved controversy or claim arising out of or relating to this Agreement, except as (a) otherwise provided in this Agreement, or (b) any such controversies or claims for which a provisional remedy or equitable relief is sought, shall be submitted to mandatory, final and binding arbitration before the Judicial Arbitration and Mediation Service ("***JAMS***"), pursuant to the United States Arbitration Act, 9 U.S.C., Section 1 et seq. Either party may commence the arbitration process called for by this Agreement by filing a written demand for arbitration with JAMS and giving a copy of such demand to each of the other parties to this Agreement. The parties will cooperate with JAMS and with each other in promptly selecting an arbitrator from JAMS' panel of neutrals, and in scheduling the arbitration proceedings in order to fulfill the provisions, purposes and intent of this Agreement. If no agreement as to selection of an arbitrator can be reached within thirty (30) days after delivery of the written demand for arbitration, then the parties shall request that JAMS select an arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement. The arbitration shall take place in New York, New York, and shall be conducted in accordance with the Comprehensive Arbitration Rules and Procedures (the "***Comprehensive Rules***") of JAMS then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. Discovery shall be conducted in accordance with the Comprehensive Rules, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the Southern District of New York or any court of the State of New York having subject matter jurisdiction.

7.13 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorneys' fees.

7.14 Additional Investors and Lenders. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of the Company's Common Stock after the date hereof, any purchaser of such shares of Common Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed an "Investor" for all purposes hereunder. In addition, notwithstanding anything to the contrary contained herein, if the Company issues any Lender Warrant, any recipient of a Lender Warrant may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed a "Lender" for all purposes hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor or Lender, so long as

such additional Investor or Lender has agreed in writing to be bound by all of the obligations as an "Investor" or a "Lender" hereunder, as applicable.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this **Stockholder Rights Agreement** as of the date first written above.

COMPANY:

CABOTAGE CORPORATION

By **Signature:** Zac Moseley (Aug 16, 2024 09:44 EDT)

Email: zacm@classiccarclub.com

Name: Zac Moseley

Title: CEO

IN WITNESS WHEREOF, the parties hereto have executed this **Stockholder Rights Agreement** as of the date first written above.

INVESTOR:

Philip Reuben Abbott

Signature: P.abbott
P.abbott (Aug 16, 2024 14:48 GMT+1)

Email: phil@revolutionracecars.com

IN WITNESS WHEREOF, the parties hereto have executed this **Stockholder Rights Agreement** as of the date first written above.

INVESTOR:

Nigel Redwood

Signature: 

Email: nigel@revolutionracecars.com

SCHEDULE A

List of Stockholders

Name and Address of Stockholder	Number of Shares of Common Stock Initially Held
Philip Reuben Abbott	1,239,429
Nigel Redwood	309,857