

# Gateway Opportunity Fund II, LLC.

*A MISSOURI LIMITED LIABILITY COMPANY*

## SUBSCRIPTION AGREEMENT

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## CONFIDENTIAL INVESTOR QUESTIONNAIRE

THE SECURITIES AND RELATED INFORMATION DISCUSSED IN THIS SUBSCRIPTION AGREEMENT IS QUALIFIED IN ITS ENTIRETY BY THE CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM OF GATEWAY OPPORTUNITY FUND LLC. (THE “**COMPANY**”), AND ARE SUBJECT TO SIGNIFICANT RESTRICTIONS ON TRANSFERABILITY, RESALE, ASSIGNMENT, REDEMPTION AND WITHDRAWAL, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS ARE ADVISED THAT, UPON BECOMING MEMBERS OF THE COMPANY, SUCH INVESTORS MAYNOT HAVE ANY WITHDRAWAL OR REDEMPTION RIGHTS. THEREFORE, INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME.

**GATEWAY OPPORTUNITY FUND LLC.  
SUBSCRIPTION INSTRUCTIONS**

Prospective investors interested in subscribing for the CLASS A UNITS (the “**Securities**,” the “**UNITS**”) of **GATEWAY OPPORTUNITY FUND II LLC**. (hereinafter, the “**Company**”) must review the Company’s Confidential Private Placement Memorandum, dated November 20th, 2020 (the “**Memorandum**”), this Subscription Agreement and Confidential Investor Questionnaire (the “**Subscription Agreement**” or this “**Agreement**”). Prospective investors will be able to process their Subscription Agreement and certain related documents necessary to verify their status as an “*accredited investor*” or “*sophisticated investor*” confidentially through CliftonLarsonAllen, LLP, our third-party fund administrative company. The Company is required to verify each prospective investor’s status as an “*accredited investor*” or “*sophisticated investor*” prior to acceptance of each investor’s subscription to purchase the Units in this Offering. The Offering is available exclusively to prospective investors who qualify as “**Accredited Investors**” or up to 35 “**SOPHISTICATED INVESTORS**” as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended (the “*Securities Act*”).

Prospective investors that desire to subscribe to purchase the Units described in the Memorandum, must complete the subscription process and related documents pursuant to the following instructions:

**Please complete, date and sign the enclosed Confidential Investor Questionnaire, Subscription Agreement, and the other related documents referenced and included herein, as applicable and return such completed documentation to the Company via CliftonLarsonAllen, LLP.**

**The company's third-party administrators at:**

**FundAdmin@CLAconnect.com**

**or by mail to:**

CliftonLarsonAllen LLP  
c/o CLA Fund Services – 6<sup>th</sup> Floor  
220 South Sixth Street, Suite 300  
Minneapolis, MN 55402

By initialing and signing this Subscription Agreement and related documents, you, as the subscriber (“**You**,” “**Subscriber**,” and/or “**Purchaser**”) agree to the terms of this Agreement, including without limitation, the “**Terms and Conditions of Subscription Agreement**” (part of this Subscription Agreement). **Please keep a copy of all completed, initialed and signed documents for your records.**

**Prospective investors may subscribe for the Units by completing, signing (as applicable) and submitting the following to the Company pursuant to the instructions set forth herein: (i) a completed and signed Subscription Agreement, (ii) complete the requested Accredited Investor Verification Documentation (the “**Verification Documents**”) contained in the Subscription Agreement Supplement from the Company (the “**Subscription Supplement**”) evidencing the investor’s status as an Accredited Investor (the actual documents required in this regard will be determined and requested by the Company), (iii) the investor’s Minimum Subscription or subscription amount (if greater than the Minimum Subscription) in cash or immediately available funds, via bank wire transfer to the Company’s designated bank account pursuant to the instructions that will be provided by CLA and (iv) provide any other documentation, forms and documents requested by the Company and/or attached to any of the forgoing offering documents (collectively, the “**Subscription Documents**”). The Company’s acceptance of the prospective investor’s subscription is conditioned upon, among other things, the Company’s review and acceptance of the investor’s signed subscription documents and all required supporting documentation.**

**DO NOT REMIT YOUR SUBSCRIPTION PAYMENT TO THE COMPANY.**

In order for the Company to comply with applicable Anti-Money Laundering laws and regulations, the Company must be able to properly identify the source of funds sent to it for investment in the Company.

If your subscription is accepted, the Company will confirm your admission to the Company and send you a fully executed copy of the Subscription Agreement and related documents bearing the Company's signature.

#### CONFIDENTIALITY NOTICE

Information furnished in your Subscription Agreement, including the Confidential Investor Questionnaire and the Accredited Investor Representation Letter, will be kept strictly confidential, except that the Company may present the information to such regulatory bodies or other parties as may be appropriate to establish the availability of exemptions from certain securities law registration requirements or the compliance of the Company and this Offering with applicable securities laws.

ALL QUESTIONS SHOULD BE DIRECTED TO:

864-GATEWAY (428-3929)

OR

[investorrelations@gatewayopfunds.com](mailto:investorrelations@gatewayopfunds.com)

GATEWAY OPPROTUNITY FUND II, LLC  
11000 RIVERVIEW DR. ST. LOUIS, MO. 63138

*If you decide not to participate in this Offering, please return this Subscription Agreement, the Memorandum, and all related documentation to the Company at the above address.*

## **TERMS & CONDITIONS OF SUBSCRIPTION AGREEMENT & CONFIDENTIAL INVESTOR QUESTIONNAIRE**

This Subscription Agreement & Confidential Investor Questionnaire, including these Terms and Conditions (collectively, the “**Agreement**” or the “**Subscription Agreement**”) made as of the last date set forth on the signature page hereof between **GATEWAY OPPORTUNITY FUND II LLC**. (the “**Company**”), and the undersigned (the “**Subscriber**”).

**WHEREAS**, the Company is conducting a private offering (the “**Offering**”) of up \$11,450,000 of CLASS A UNITS of the Company (the “**UNITS**” or the “**Securities**”), consisting of a maximum of (a) 229 CLASS A UNITS at a purchase price of FIFTY THOUSAND DOLLARS (\$50,000.00) per UNIT and (b) a minimum purchase of two (2) units (\$100,000); and

**WHEREAS**, the Offering is being conducted as a “*best efforts*” to a limited number of “*accredited investors*” (as that term is defined by Rule 501(a) of Regulation D (“**Regulation D**”) promulgated by the Securities and Exchange Commission (the “**SEC**”) under the Securities Act of 1933, as amended (the “**Securities Act**”)); and

**WHEREAS**, there is no aggregate minimum for the Offering to become effective and there will be no escrow for the Offering proceeds as this Offering is being conducted on a “*rolling basis*,” which means the Company will be entitled to begin applying “*dollar one*” of the Offering proceeds towards the Company’s business and operations pursuant to the “*use of proceeds*” set forth in the Company’s Confidential Private Placement Memorandum dated November 20th, 2020, together with all amendments thereof and supplements and exhibits thereto and as such may be amended from time to time (the “**Offering Memorandum**” or “**Offering Documents**”); and

**WHEREAS**, the subscription for the Securities will be made in accordance with and subject to the terms and conditions of this Subscription Agreement and the Company’s Offering Memorandum, and Subscriber desires to purchase such number of Securities as are set forth on the signature page hereof on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations and covenants hereinafter set forth, the parties hereto do hereby agree as follows:

### **Subscription and Issuance of Securities:**

Subject to the terms and conditions hereinafter set forth, the Subscriber hereby offers to purchase, subscribes for and agrees to purchase from the Company, and the Company subject to its rights to accept or reject this subscription in whole or in part, agrees to sell to the Subscriber, such number of Units of the Company for the aggregate purchase price as is set forth on the signature of the Subscriber’s Questionnaire. Subscriber agrees that (a) the Company may reject Subscriber’s offer to purchase, in whole or in part, the Securities for any reason; (b) as of the date designated by the Company when (if at all) the Company accepts this Subscription Agreement and Subscriber’s subscription funds on behalf of the Company, Subscriber shall become obligated under the terms and conditions of this Agreement; and (c) by executing the signature page of the this Agreement and accompanying Questionnaire, Subscriber agrees to be bound by those terms and conditions.

It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the undersigned at the Closing referred to in *Section 1(c)* below. Subscriptions need not be accepted in the order received, and the Securities may be allocated among subscribers. Notwithstanding anything in this Subscription Agreement to the contrary, the Company shall have no obligation to issue any of the Securities to any person who is a resident of a jurisdiction in which the issuance of Securities to such person would constitute a violation of the securities, “*blue sky*” or other similar laws of such jurisdiction (collectively referred to as the “**State Securities Laws**” or “**Blue Sky Laws**”). SEE NOTICES IN THE COMPANY'S PPM.

**Closing:** The closing of the purchase and sale of the Securities (the “**Closing**”) shall take place at the offices of the Company at such time as the Company may designate by notice to the undersigned Subscriber.

**Payment:** Payment for the Securities shall be received by the Company from the undersigned Subscriber by wire transfer of immediately available funds or other means approved by the Company at or prior to the Closing, in the amount as set forth on the signature page of this Agreement. The Company shall deliver certificates representing the Securities to the undersigned as soon as practicable following the Closing bearing an appropriate legend referring to the fact that the Securities were sold in reliance upon an exemption from registration under the Securities Act.

**Representations and Warranties of Subscriber:** By executing this Subscription Agreement, Subscriber is making the following representations, warranties and covenants in order to induce the Company to accept Subscriber’s subscription to the Securities:

Subscriber acknowledges that the Company and its officers, directors, employees, consultants, counsel and agents will rely upon the following representations, warranties and covenants in determining whether I am qualified to participate in the Offering and whether the Offering is exempt from registration under the Securities Act of 1933, as amended (the “**Securities Act**”), and from registration and qualification under all applicable state laws. Subscriber agrees that such representations and warranties shall survive Subscriber’s purchase of Securities.

Subscriber is the sole and true party in interest, is acquiring the Securities as principal for Subscriber’s own account for investment, is not purchasing the Securities for the benefit of any other person, and has no present intention of or view to acquiring, holding or managing the Securities for or with others or of selling, distributing or otherwise disposing of all or any portion of, or interest in, the Securities.

Subscriber is (i) if a natural person, at least twenty-one (21) years of age, and (ii) a bona fide permanent resident of and am domiciled in the state or jurisdiction set forth as Subscriber’s residence or business address on the Registration Form at the end of this Agreement.

Subscriber understands that the Company is offering the Securities under the exemption for non-public Offerings provided by Section 4(a)(2) of the Securities Act and Rule 506(c) of Regulation D thereunder. By initialing one of the accredited investor categories listed on the Accredited Investor Questionnaire at the end of this Agreement, Subscriber represents and warrants that Subscriber qualifies as an “*accredited investor*” as defined in Rule 501(a) of Regulation D (“**Accredited Investor**”).

Subscriber agrees to provide the Company with written verification of Subscriber's status as an Accredited Investor in a manner that is compliant, in the sole judgment of the Company with the requirements of Rule 506(c)(2)(ii) of Regulation D and demonstrates that the Company has taken reasonable steps to verify Subscriber's status as an accredited investor (including without limitation, by utilizing a qualified accredited investor verification service). Subscriber further represents and warrants that the information Subscriber provided and the representations Subscriber has made to the Company (or such other party verifying Subscriber's status as an accredited investor) are accurate, complete and truthful.

Subscriber has such knowledge and experience in financial and business matters that Subscriber is capable of evaluating the merits and risks of an investment in the Securities, of making an informed investment decision with respect thereto, and of protecting my interests in connection with an investment therein. Subscriber has significant prior investment experience, including such experience investing in securities that has allowed Subscriber to make an informed investment decision with respect to an investment in the Company and to protect Subscriber's interests in connection with that investment.

**Risk:** Subscriber is aware that an investment in the Securities is highly speculative and subject to substantial risks. Subscriber recognizes that the Company, its business and Subscriber's investment in the Company will be subject to numerous investment, business, and operating risks, many of which will be beyond the control of the Company. Subscriber has adequate means of providing for Subscriber's current financial needs and possible contingencies and have no need for liquidity in this investment. Subscriber has not borrowed funds to purchase the Securities without having a source of repayment of the borrowed funds, other than the Securities being purchased. Subscriber has the financial ability to bear the high degree of economic risk of this investment, including, but not limited to, the possibility of the complete loss of Subscriber's entire investment and the long-term limited transferability of the Securities, which could make the liquidation of this investment impossible for the indefinite future.

Subscriber has been informed of and understands the risk factors set forth in the Offering Memorandum under "**RISK FACTORS**" relating to an investment in the Company and Subscriber acknowledges that the Offering Memorandum contains "*forward-looking statements*" that involve risks and uncertainties and that due to, among other things, the risk factors set forth in the Offering Memorandum, the Company's actual results may differ significantly from the results discussed and projected in such forward-looking statements. Subscriber also acknowledges that the list of risk factors set forth in the Offering Memorandum may not be exhaustive and that other factors may cause the actual results and the future financial condition of the Company to differ significantly from the projections reflected in any forward- looking statements set forth in the Offering Memorandum.

**Advisors:** Subscriber acknowledges that Subscriber's personal legal, financial and tax advisers and Subscriber has carefully read this entire Agreement and have read and evaluated the entire Offering Memorandum, including, without limitation, the exhibits thereto. Subscriber acknowledges and confirms that Subscriber has had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Securities, the Company, the Offering and this subscription and that all questions have been answered to Subscriber's full satisfaction.

**No Reliance:** Subscriber acknowledges that Subscriber has not relied upon the Company or its management or their respective advisers for legal, financial or tax advice, and have been advised to consult with Subscriber's own attorney and financial and tax advisers concerning this investment, the

risks associated with it, and its suitability to Subscriber's current financial and tax situation and investment objectives. Subscriber has made such inquiries and investigations as Subscriber and Subscriber's advisers determined to be appropriate for the purpose of deciding whether to invest in the Company and Subscriber and Subscriber's advisers have determined that an investment in the Securities is suitable for Subscriber.

**No Representation:** Subscriber has received no representation, written or oral, from the Company or any officer, director, employee or agent of the Company or any of their affiliates or representatives, other than those contained in this Agreement. In making Subscriber's decision to purchase the Securities, Subscriber had relied solely upon Subscriber's review of this Agreement and the Offering Memorandum and independent investigations made by Subscriber or by Subscriber's representatives without assistance from the Company or any officer, director, employee or agent of the Company.

**No Registration:** Subscriber understands that the Offering of the Securities will not be registered under the Securities Act or registered or qualified under any state securities laws, in reliance upon exemptions from registration under Section 4(a)(2) of the Securities Act and Rule 506(c) of Regulation D thereunder. Subscriber acknowledges that the Securities have not been approved or disapproved by the U.S. Securities and Exchange Commission ("SEC") or the securities commissioner of any state, and neither the SEC nor any other authority has passed upon or endorsed the adequacy or merits of the Offering or the Offering Memorandum. Subscriber understands and agrees that neither the Securities nor any interest therein may be sold, pledged, hypothecated or otherwise transferred by Subscriber without registration under the Securities Act and registration or qualification under applicable state securities laws or unless an exemption from such registration and qualification requirements is available, as evidenced by a written opinion of counsel satisfactory to the Company and its counsel. Subscriber understands and acknowledges that there currently is no market for the sale of the Securities for which Subscriber is subscribing, that there is no expectation or guarantee that such a market will ever develop, that Subscriber may have to hold the Securities indefinitely, and that Subscriber may be unable to sell the Securities under any circumstances, including any emergency.

None of the following information has ever been represented, guaranteed or warranted to Subscriber, expressly or by implication, by any person: (i) the amount or percentage of profit or loss that will be realized, if any, as a result of an investment in the Securities, or (ii) the expectation that that the past performance or experience on the part of any officer, director, employee, agent or affiliate of the Company will accurately predict the results of ownership of the Securities or the potential success of the Company's operations for the future results. Subscriber also represents that no assurances or guarantees have been made to the Subscriber by anyone regarding whether the Company's business objectives will be realized or whether the Company's business strategy will prove successful. The Subscriber recognizes that he or she may lose all or a portion of their investment in the Company. No assurance can be given that the Company will generate any profits at all or avoid substantial losses.

Subscriber covenants to notify the Company immediately of any change in any of the information provided by Subscriber to the Company in connection with this Agreement, or of the occurrence of any event which would render inaccurate any of my representations or warranties made in this Agreement, upon the occurrence of such change or event prior to the acceptance of Subscriber's subscription hereunder.

Subscriber has been furnished and has carefully read and fully understands the Offering Documents, including the Memorandum and the materials which are exhibits thereto or enclosed therewith or



otherwise supplied to Subscriber, and is aware and hereby acknowledges that: (i) an investment in the Company is highly speculative and involves substantial economic and other risks, including but not limited to the risks set forth in the Memorandum, and including the possibility of a total loss of the investment in the Company; (ii) the success of the investment depends upon a number of factors which cannot be controlled or foreseen by the Company; (iii) no federal or state agency has passed upon the Securities being offered, made any finding or determination as to the fairness or accuracy of information contained in the Memorandum, or endorsed the Memorandum or the Securities; (iv) the discussion of tax consequences arising from an investment in the Company set forth in the Memorandum is general in nature and is not a tax opinion nor should it be considered tax advice; (v) the tax consequences of an investment in the Company depend on the Subscriber's individual circumstances and Subscriber agrees to seek the advice of Subscriber's accountants, attorneys, business and tax advisors with respect to the tax consequences of an investment in the Securities; (vi) the Subscriber expressly agrees that Subscriber will not, in any way, rely upon the discussion or commentary of any tax consequences or related tax issues contained in the Offering Documents; (vii) there can be no assurance that the Internal Revenue Code or the regulations thereunder will not be interpreted by a court of law or amended in such a manner as to deprive the Company and its shareholders of any tax benefits they might now receive; (viii) the undersigned has carefully reviewed and understands all of the investor suitability standards and investment restrictions imposed on investors under applicable law and/or by Subscriber's state of residency, including those standards and restrictions set forth in the Memorandum and those special suitability standards, if any, applicable to residents of the state in which the Subscriber resides, as set forth in the Memorandum; and (ix) after taking into account these factors and all other factors relating to the Company, the Subscriber has independently concluded that this investment is suitable for the Subscriber.

Subscriber certifies that the taxpayer identification number being supplied herewith by Subscriber is Subscriber's correct taxpayer identification number and that Subscriber is not subject to backup withholding under section 3406(a)(1)(c) of the Internal Revenue Code. If Subscriber is an entity, then (1) Subscriber is not a foreign corporation, foreign Company, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and Regulations thereunder; and (2) if Subscriber hereafter becomes such a foreign entity, Subscriber shall notify the Company within sixty (60) days thereafter.

Subscriber acknowledges that the Company may provide to Subscriber statements, reports and other communications relating to the Company and Subscriber's investment in the Company via electronic email ("E- mail"), by a posting on a secure website (with notification of the posting via E-mail), or other electronic form. These communications may include net asset value information, subscription and production activity, Company financial statements and the Company's policies and procedures. Subscriber acknowledges that all such e-mails may be accessed by recipients other than Subscriber and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. Subscriber understands that the Company gives no warranties in relation to these matters. If Subscriber has any doubts about the authenticity of an e-mail or other electronic communication purportedly sent by the Company, Subscriber agrees to contact the purported sender immediately. Subscriber consents to the use of e-mail to send such statements, reports and communications regarding the Company and Subscriber's investment in the Company exclusively in electronic form without a separate mailing of paper copies.

The execution and delivery of this Agreement by Subscriber and the performance of Subscriber's duties and obligations hereunder (1) do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under (A) any charter, by-laws, trust agreement,

partnership or operating agreement or other governing instrument applicable to Subscriber, (B) (1) any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or (2) any license, permit, franchise or certificate, in either case to which Subscriber or any of Subscriber's Affiliates is a party or by which Subscriber or any of them is bound or to which Subscriber or any of its properties are subject; (3) do not require any authorization or approval under or pursuant to any of the foregoing; or (4) do not violate any statute, regulation, law, order, writ, injunction or decree to which Subscriber or any of Subscriber's Affiliates are subject.

The undersigned Subscriber is an "*accredited investor*" as defined in Rule 501(a) under the Securities Act. Subscriber agrees to furnish any additional information requested by the Company, Verify Investor and/or any of their respective affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Securities has completed the Accredited Investor Questionnaire attached to this Subscription Agreement and that the information contained therein is complete and accurate as of the date thereof and is hereby affirmed as of the date hereof. Any information that has been furnished or that will be furnished by Subscriber to evidence its status as an accredited investor is accurate and complete, and does not contain any misrepresentation or material omission.

Subscriber understands that the Securities are "*restricted securities*" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable state securities law.

Subscriber, in connection with Subscriber's subscription for the Securities issued by the Company, represents and warrants that the following statements are true and accurate: (i) all evidence of identity Subscriber has provided in connection with Subscriber's subscription for the Securities is true and correct and all related information furnished is genuine and accurate and Subscriber agrees to provide such additional information as may be deemed necessary by the Company from time to time for ongoing compliance with its anti-money laundering programs; (ii) neither Subscriber, or in the case of an entity Subscriber neither it, nor any person controlling, controlled by, or under common control with it, nor any person having a beneficial interest in it, is an individual, organization, or entity on the List of Specifically Designated Nationals and Blocked Persons (the "**OFAC Control List**") maintained by the United States Office of Foreign Assets Control ("**OFAC**"), and that it is not investing and will not invest in the Company on behalf of or for the benefit of any individual, organization, or entity on the OFAC Control List; (iii) the amounts invested in the Securities by Subscriber were not and are not directly or indirectly derived from activities that contravene United States federal or state laws or regulations and international laws and regulations, including anti-money laundering laws and regulations, and the proceeds from Subscriber's investment in the Securities will not be used to finance any illegal activities; (iv) Subscriber agrees and acknowledges that if, following Subscriber's subscription for the Securities, the Company reasonably believes that Subscriber is listed on the OFAC Control List (available at [www.ustreas.gov/ofac/t11sdsn.pdf](http://www.ustreas.gov/ofac/t11sdsn.pdf)) or that Subscriber has breached any representations, warranties and/or covenants contained in this document, the Company may be obligated to block Subscriber's investment in the Securities in accordance with applicable law, and that Subscriber shall have no claim against the Company for any form of damages as a result of blocking the investment. By

executing this document, Subscriber hereby waives any such claim(s) for damages that may result from blocking the investment and further agrees to indemnify and hold harmless the Company and its principals, officers, directors, employees, agents and advisors from any and all actions, causes of action, claims, suits, and/or litigation arising from the blocking of Subscriber's investment under applicable anti-money laundering laws, rules or regulations; (v) Subscriber represents and warrants that Subscriber is not a "**Senior Foreign Political Figure**", a member of a "**Senior Foreign Political Figure's Immediate Family**", and/or a "**Close Associate**" of a Senior Political Figure residing in a non-cooperative country or territory or a jurisdiction that has been designated by the United States Treasury as warranting special measures due to money laundering concerns, nor is Subscriber a former Senior Foreign Political Figure residing in a non-cooperative country or territory or a jurisdiction that has been designated as warranting special measures due to money laundering concerns; (vi) Subscriber represents and warrants that Subscriber is not resident in, or organized or chartered under the laws of a jurisdiction that has been designated by the United States Secretary of Treasury under Sections 311 and 312 of the United States PATRIOT Act as warranting special measures due to money laundering concerns. Subscriber represents and warrants that the entity Subscriber represents, if any, is not a "**Foreign Shell Bank**" as the term is defined in the United States PATRIOT Act. Subscriber further represents and warrants that the funds being invested in the Securities do not originate from, nor will they be routed through an account maintained at a Foreign Shell Bank, an "**offshore bank**," or a bank organized or chartered under the laws of a jurisdiction deemed to be a non-cooperative country of territory; (vii) Subscriber acknowledges that if the Company has a suspicion that a payment to the Company (by way of subscription or otherwise) contains the proceeds of criminal conduct, the Company will be required to report such suspicion to the appropriate governmental authorities pursuant to applicable law. Subscriber understands, acknowledges and hereby agrees that any such report and the disclosures therein shall not be treated as a breach of any confidentiality restriction; and (viii) Subscriber agrees to notify the Company of any change in information affecting these representations and covenants.

**Indemnification.** The Subscriber will indemnify and hold harmless the Company and, where applicable, its directors, officers, employees, agents, advisors, affiliates and shareholders, and each other person, if any, who controls any of the foregoing (collectively, the "**Issuer Indemnified Parties**") from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) (a "**Loss**") arising out of or based upon any representation or warranty of the Subscriber contained herein or in any document furnished by the Subscriber to the Company in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or therein; and if for any reason (other than a final non-appealable judgment finding any Issuer Indemnified Party liable for losses, claims, damages, liabilities or expenses for its gross negligence or willful misconduct) the foregoing indemnity is unavailable to an Issuer Indemnified Party or insufficient to hold an Issuer Indemnified Party harmless, then the Subscriber shall contribute to the amount paid or payable by an Issuer Indemnified Party as a result of such loss, claim, damage, liability or expense in such proportion as is appropriate to reflect not only the relative benefits received by the Company, as applicable, on the one hand and the Subscriber on the other, but also the relative fault of the Company, as applicable, on the one hand and the Subscriber on the other, as well as any relevant equitable considerations; *provided, however*, that the Subscriber shall not be liable to indemnify any Issuer Indemnified Parties under this **Section 3** or to contribute to the amount paid or payable by all Issuer Indemnified Parties under this **Section 3** in an amount under both such provisions that in the aggregate exceeds the Subscriber's aggregate purchase price tendered hereunder.

**Representations and Warranties of the Company.** As of the Closing, the Company represents and warrants that: (a) the Company is duly formed and validly existing under the laws of Missouri, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other authorizations, approvals, permits and orders required by law for the conduct by the Company of its business as it is currently being conducted; and (b) the Securities have been duly authorized and, when issued, delivered and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid and nonassessable, and will conform in all material respects to the description thereof set forth in the Offering Memorandum.

**Agreement Binding on Subscriber's Successors.** The representations, warranties and agreements in this Subscription Agreement shall be binding on Subscriber's successors, assigns, heirs and legal representatives and shall inure to the benefit of the respective successors and assigns of the Company.

**Waiver, Amendment.** Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

**Assignability.** Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the undersigned without the prior written consent of the other party.

**Waiver of Jury Trial.** THE UNDERSIGNED SUBSCRIBER 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.

**Dispute Resolution.** This Agreement contains a provision which requires that all claims arising from Subscriber's investment in the Company be resolved through arbitration. Subscriber acknowledges, understands, and agrees that: *(a) Arbitration is final and binding on the parties; (b) the parties are waiving their right to seek remedies in court, including the right to jury trial; (c) pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings; (d) the arbitration award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited; and (e) the panel of arbitrators may include a minority of persons engaged in the securities industry.*

To the extent permitted by law, all controversies which may arise from Subscriber's investment in the Company, or the construction, performance, or breach of this Agreement, whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted in The State of Missouri under the Rules for Commercial Arbitration of American Arbitration Association. Arbitration must be commenced by service of a written demand for arbitration or a written notice of intention to arbitrate. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. Any arbitration proceeding pursuant to this Agreement shall be determined pursuant to the laws of The State of Missouri. This Agreement supersedes any and all preexisting agreements and/or understandings regarding the subject matter hereof. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute

arbitration agreement against any person who has initiated in court a putative class action; or is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) Subscriber is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. Subscriber hereby submits to the in-person jurisdiction of the courts of The State of Missouri and the federal courts located therein (and expressly waives any defense to personal jurisdiction of Subscriber by such courts) for the purpose of confirming, vacating or modifying any such award or judgment entered thereon. To the extent any controversy as above described is to be resolved in a court action, Subscriber expressly agrees that such action shall be brought only in State or Federal courts in The State of Missouri and service of process in such action shall be sufficient if served by certified mail, return receipt requested, at the last address of the party served known to the other party. In this connection each Subscriber expressly waives any defense(s) (i) to personal jurisdiction of Subscriber by such court; (ii) service of process as set forth above; (iii) to venue, and in addition, expressly agree that The State of Missouri is a convenient forum for any such action.

**Governing Law.** This Agreement shall be governed by the laws of The State of Missouri, excluding the conflict-of-laws rules of Missouri.

**Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

**Survival.** All representations, warranties and covenants contained in this Agreement shall survive (i) the acceptance of the subscription by the Company and the Closing, (ii) changes in the transactions, documents and instruments described in the Offering Documents which are not material or which are to the benefit of the undersigned and (iii) the death or disability of the undersigned.

**Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**SUBSCRIBER CERTIFICATION**

**SUBSCRIBER HEREBY AGREES TO INVEST IN A MEMBERSHIP INTEREST IN GATEWAY OPPROTUNITY FUND II, LLC IN AN AMOUNT OF:**

\$ \_\_\_\_\_

**REPRESENTING A TOTAL OF \_\_\_\_\_ CLASS A MEMBERSHIP UNITS.**

Subscriber represents and warrants that the information provided above, and elsewhere throughout this Subscription Agreement (including all exhibits and documents attached hereto), including without limitation, any and all information and documentation provided to Verify Investor by Subscriber in connection with this Agreement, is true and correct in all material respects. By signing below, Subscriber agrees to become a shareholder of **GATEWAY OPPORTUNITY FUND II, LLC.**, pursuant to the attached “*Terms and Conditions of the Subscription Agreement*,” each of which is incorporated fully herein by this reference. Each person signing below represents and warrants that he or she has all requisite power and authority to execute this Subscription Agreement (and through it, the Terms and Conditions of the Subscription Agreement) on behalf of Subscriber and agrees to provide evidence of such authority upon the Company’s request. By executing below, Subscriber hereby irrevocably constitutes and appoints the Company, Subscriber’s true and lawful attorney-in-fact, with full power and authority in Subscriber’s name, place and stead to execute, deliver, certify, acknowledge, swear to, file, record and publish all documents and other instruments described in this Agreement and the Company’s Memorandum.

This Subscription Agreement contains an arbitration clause in Section 9 of the attached Terms and Conditions of the Subscription Agreement. The Subscriber acknowledges and certifies that Subscriber has reviewed the Company’s Memorandum and this Subscription Agreement, including the attached terms and conditions. Subscriber represents that Subscriber has reviewed these documents carefully, that any statement, oral or otherwise, inconsistent with, or contrary to, these documents is not to be relied upon in any way in evaluating an investment in the Company. Subscriber acknowledges that the Company, its management and their affiliates are relying upon these representations in accepting Subscriber's investment.

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**SIGNATURE PAGE FOLLOWS:**

FOR COMPLETION BY SUBSCRIBERS WHO ARE NATURAL PERSONS:

(i.e., individuals)

**Subscriber's Name:** \_\_\_\_\_  
(print or type)

**Subscriber's Signature:** \_\_\_\_\_  
(signature)

**Date:** \_\_\_\_\_, 20\_\_

**Subscriber's Social Security No.:** \_\_\_\_\_

FOR COMPLETION BY SUBSCRIBERS WHO ARE NOT NATURAL PERSONS:

(i.e., corporations, partnerships, limited liability companies, trusts or other entities)

**Subscriber's Name:** \_\_\_\_\_  
(print or type)

**By:** \_\_\_\_\_  
(signature of authorized representative)

**Its:** \_\_\_\_\_  
(name and title of authorized representative)

**Date:** \_\_\_\_\_, 20\_\_

**Subscriber's Tax Identification No.:** \_\_\_\_\_

[Subscribers: Do not write below this line.]

**SUBSCRIPTION ACCEPTED:**

**For: GATEWAY OPPROTUNITY FUND II, LLC.**

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_