

## Schedule

### **AVANT-GARDE HOLDINGS AMERICAS, INC. Introduction and Instructions for Subscribers**

Please carefully review and follow the Instructions to Subscribers below.

Incomplete subscription agreements will not be accepted by the Company and the Subscriber will be solely responsible for correcting any omissions.

Subscribers are strongly encouraged to seek independent legal, investment and tax advice regarding their individual circumstances and financial objectives in determining whether to subscribe for Shares of Common Stock in Avant-Garde Holdings Americas, Inc.

#### **Introduction**

The Subscription Agreement provides important information and documentation needed to subscribe for and invest in the Class B Shares of Common Stock in Avant-Garde Holdings Americas, Inc.

By signing the signature page to the Subscription Agreement (“Signature Page”), you agree to be bound by the terms of the Subscription Agreement, the Shareholders’ Agreement dated June 12, 2018 (as may be amended, modified, restated or supplemented from time to time, and/or any other offering materials provided to you with respect to the Shares through the date of your execution of this Subscription Agreement (the “Offering Materials”).

Subscribers for Shares in the Company should review the materials provided carefully and follow the steps and instructions below.

The terms “I,” “me,” “my” and similar terms as may be used in the Subscription Agreement refer to the Subscriber.

#### **Instructions to Subscribers**

In order to invest in the Company, please complete the following steps.

##### **Step 1:**

**1. Investor Questionnaire (Exhibit A)**

Complete and sign the Investor Questionnaire and IRS Form W-9

**2. Subscription Agreement (Exhibit B)**

Read the Subscription Agreement and sign the Signature Page (the “Signature Page”), and if required, all requested supplemental information and documentation, including the following:

- For entity investors, a copy of the applicable organizational and authority documents (e.g., trust instrument, certificate of incorporation, certificate of formation, corporate resolutions, partnership agreement, etc.).
- For natural person investors, a copy of a driver's license, passport or other government issued form of identification.

### 3. **Joinder Agreement** ([Exhibit D](#))

Sign the Joinder Agreement to become a Shareholder in the Company and be bound by the Shareholders' Agreement.

#### **Step 2:**

##### **When and Where to Send**

The Investor Questionnaire, Signature Page, Joinder Agreement and supplemental materials should be delivered as soon as possible to the following address:

By email to: Sol Alan Saad, [ssaad@aghealth.net](mailto:ssaad@aghealth.net),

##### **Wire Transfer Instructions** ([Exhibit C](#))

Subscribers accepted into the Company ("Shareholders") will make their capital contributions at the time of their acceptance. Subscribers should wire their subscription funds at the time of submission and acceptance of their signed documents.

#### **Questions:**

If you have any questions about the Subscription Agreement, please contact Sol Alan Saad at (954) 907-4656; [ssaad@avantgardeholdings.net](mailto:ssaad@avantgardeholdings.net)

An incomplete Subscription Agreement will not be deemed be accepted by the Company. The Company may request other information from the Subscriber.



PAYMENT INSTRUCTIONS

INCOMING WIRE INSTRUCTIONS

FOR SUBSCRIPTION PAYMENTS TO AVANT-GARDE HOLDINGS AMERICAS, INC.

**DOMESTIC WIRE TRANSFER**

Please instruct the paying financial institution or the payor to route all domestic wire transfers via FEDWIRE to:

TO: **Wells Fargo Bank, N.A.**

ROUTING NUMBER: **121000248**

FOR CREDIT TO: **Avant-Garde Holdings Americas, Inc.**

ACCOUNT NUMBER: **8849247443**

BY ORDER OF: [NAME OF SENDER]

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**INTERNATIONAL WIRE TRANSFER**

Please instruct the paying financial institution to advise their U.S. correspondent to pay as follows:

PAY TO: **Wells Fargo Bank, N.A.**

SWIFT CODE: **WFBIUS65**

FOR CREDIT TO: **Avant-Garde Holdings Americas, Inc.**

ACCOUNT NUMBER: **8849247443**

BY ORDER OF: [NAME OF SENDER]

**INVESTOR REPRESENTATION CERTIFICATE**

**Investor Information**

<b>Name of Investor (Print):</b>	<b>Name of Joint Investor (if any) (Print):</b>
<b>Signature (and title, if applicable) of Investor:</b>	<b>Signature (and title, if applicable) of Joint Investor (if any):</b>
<b>Social Security or Tax Identification Number of Investor:</b>	<b>Social Security or Tax Identification of Joint Investor (if any):</b>
<b>Mailing Address:</b>	<b>Residence Address (if other than mailing address):</b>
<b>Telephone and Facsimile Numbers (including Area Code):</b>	<b>Email addresses:</b>

**PART A**

Is the Subscriber a natural person resident in the United States, a corporation, partnership or limited liability company incorporated or organized under the laws of the United States (including a U.S. State) or otherwise a U.S. Person as defined in Rule 902(k) under the Securities Act of 1933, as amended (the "**Securities Act**")? [Rules 902(k) and (l) are excerpted below.]

Yes
  No

**If you answered "No" to this Part A, please skip Part B and Part C.**

"U.S. Person" is defined in the following excerpt from Rules 902(k) and (l) under the Securities Act.

"(k) U.S. Person. (1) "U.S. person" means: (i) any natural person resident in the United States; (ii) any partnership or corporation organized or incorporated under the laws of the United States; (iii) any estate of which any executor or administrator is a U.S. person; (iv) any trust of which any trustee is a U.S. person; (v) any agency or branch of a foreign entity located in the United States; (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person; (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and (viii) any partnership or corporation if: (A) organized or incorporated under the laws of any foreign jurisdiction; and (B) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.

(2) The following are not "U.S. persons": (i) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States; (ii) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if: (A) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and (B) the estate is governed by foreign law; (iii) any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person; (iv) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; (v) any agency or branch of a U.S. person located outside the United States if: (A) the agency or branch operates for valid business reasons; and (B) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (vi) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

(l) United States. "United States" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia."

### PART B

The investor and any joint investor each represents and warrants that it is an accredited investor pursuant to one or more of the following categories (mark applicable categories) or has explained his, her or its knowledge or sophistication under Part C:

<input type="checkbox"/> a.	A director, executive officer or general partner of Avant-Garde Holdings Americas, Inc.
<input type="checkbox"/> b.	<p>A natural person whose individual net worth (total tangible assets as currently valued less total liabilities) or joint net worth with spouse at time of purchase exceeds \$1,000,000.</p> <ul style="list-style-type: none"> <li>• For these purposes, "total tangible assets" excludes the individual's primary residence.</li> <li>• For these purposes, "total liabilities" excludes any related indebtedness secured by the primary residence up to its fair market value but includes the amount of any such indebtedness in excess of that value. If the amount of debt secured by the primary residence increased in the 60 days preceding the accredited investor determination, other than in connection with the acquisition of the residence, the amount of such increase must be included as a liability.</li> </ul>
c.	A natural person who had an individual income in excess of \$200,000 in each of two most recent years, or joint income with spouse in excess of \$300,000 in each of those years, and has a reasonable expectation of reaching same level of income in current year.
d.	A corporation, limited liability company, partnership, tax-exempt organization (under Section 501(c)(3) of Internal Revenue Code of 1986, as amended) or Massachusetts or similar business trust (i) not formed for specific purpose of acquiring securities and (ii) having total assets in excess of \$5,000,000.
e.	An entity which falls within one of following categories of institutional accredited investors, set forth in 501(a) of Regulation D under Securities Act of 1933, as amended (" <b>Securities Act</b> ") [ <i>if you have marked this category, also mark which of following items describes you:</i> ]

<input type="checkbox"/>	1.	A bank as defined in Section 3(a)(2) of Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of Securities Act whether acting in its individual or a fiduciary capacity.
<input type="checkbox"/>	2.	A broker/dealer registered pursuant to Section 15 of Securities Exchange Act of 1934.
<input type="checkbox"/>	3.	An insurance company as defined in Section 2(13) of Securities Act.
<input type="checkbox"/>	4.	An investment company registered under Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that act.
<input type="checkbox"/>	5.	A Small Business Investment Company licensed by U.S. Small Business Administration under Section 301(c) or (d) of Small Business Investment Act of 1958.
<input type="checkbox"/>	6.	Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for benefit of its employees, if such plan has total assets in excess of \$5,000,000.
<input type="checkbox"/>	7.	Any private business development company as defined in Section 202(a)(22) of Investment Advisers Act of 1940.
<input type="checkbox"/>	8.	An employee benefit plan within meaning of Employee Retirement Income Security Act of 1974, if investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
<input type="checkbox"/>	9.	A trust, with total assets in excess of \$5,000,000, not formed for specific purpose of acquiring securities offered, whose purchase is directed by sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D.
<input type="checkbox"/>	f.	An entity in which all equity owners are accredited investors.

**PART C**

None of the categories in Part B are applicable, but the investor and any joint investor each represents and warrants that he, she or it has sufficient knowledge and experience in financial and business matters such that such Investor is capable of evaluating the merits and risks of the prospective investment and has the capacity to protect such Investor's own interests in connection with the prospective investment (IN WHICH CASE YOU SHOULD PLEASE EXPLAIN YOUR KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS HERE AND ON ANY ADDITIONAL PAGES THAT YOU FEEL ARE NECESSARY):

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IN WITNESS WHEREOF, the undersigned has caused this Subscription Agreement to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signed by: \_\_\_\_\_

**SUBSCRIPTION FOR:**

Number of Class B Shares of Common Stock:

Price per Share: U.S. \$1.00 per share

Payment Amount: U.S. \$ \_\_\_\_\_

Name of Purchaser  
(Individual or Company Name): \_\_\_\_\_

Address of Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_ Email Address: \_\_\_\_\_

**SUBSCRIPTION ACCEPTED:**

**AVANT-GARDE HOLDINGS AMERICAS, INC.**

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

Title:

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

EXHIBIT D:

JOINDER AGREEMENT

Reference is hereby made to the Shareholders Agreement, dated as of June 12, 2018 (as amended from time to time, the “**Shareholders’ Agreement**”), by and among the Shareholders and **Avant-Garde Holdings Americas Inc.**, a company organized under the laws of Florida (the “**Company**”). Pursuant to and in accordance with **Section 2.02** of the Shareholders Agreement, the undersigned hereby agrees that upon the execution of this Joinder Agreement, it shall become a party to the Shareholders Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Shareholders Agreement as though an original party thereto and shall be deemed to be a Shareholder of the Company for all purposes thereof.

For purposes of **Section 11.03** of the Shareholders Agreement, below is the notice contact information for the undersigned:

**Shareholder’s Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Telephone No.** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

The undersigned represents and warrants that as of the date hereof, it owns, possesses, controls and has good, valid and marketable title to \_\_\_\_\_ shares of Class B Common Stock.

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Shareholders Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of \_\_\_\_\_, 2019.

NEW STOCKHOLDER

By \_\_\_\_\_  
Name:  
Title: