

**FORTUNA BANK  
(IN ORGANIZATION)**

**SUBSCRIPTION AGREEMENT**

Fortuna Bank (in organization)  
Grandview Heights, Ohio 43212

To the Subscribers in Fortuna Bank (in organization) (the “Bank”):

**1. SUBSCRIPTION.** The undersigned hereby agrees to purchase the number of shares as set forth on the signature page hereto of the Bank’s common stock, \$0.01 par value per share (the “Common Stock”), at a purchase price of \$10.00 per share.

**Funds received from this subscription agreement will be placed in an escrow account with United Bankers’ Bank. The undersigned herewith delivers to the Bank a personal check, bank draft or money order made payable to “United Bankers’ Bank, as Escrow Agent for Break the Ceiling, LLC” (Note in memo-Fortuna Bank in organization) in the amount equal to the total purchase price of the number of shares of Common Stock for which the undersigned has subscribed. Checks may be mailed or hand-delivered to:**

Lisa Berger  
244 North Parkview Avenue  
Columbus, Ohio 43209

**Alternatively, you may wire funds as follows:**

Receiver ABA: United BKRS of Bloomington 091001322  
Beneficiary Bank: RT# 091001322 - United Bankers' Bank 1650 W. 82nd St. Bloomington, MN 55431  
Beneficiary: Break the Ceiling, LLC 5001649 - Escrow for Fortuna Bank (in organization)  
Account: 5001649  
Further Credit: Investor’s Name

**YOU SHOULD WIRE FUNDS ONLY PURSUANT TO THE ABOVE WIRE INSTRUCTIONS CONTAINED IN THIS SUBSCRIPTION AGREEMENT. UNDER NO CIRCUMSTANCES SHOULD YOU WIRE FUNDS TO ANY OTHER ACCOUNT FOR SUBSCRIPTIONS IN THE OFFERING. NO ONE FROM THE ESCROW AGENT WILL CONTACT YOU TO PROVIDE ALTERNATE INSTRUCTIONS.**

The undersigned acknowledges that an investment in the Common Stock involves significant risks and that no federal or state government agency has made any finding or recommendation as to the suitability of an investment in the Common Stock or the Bank’s feasibility or prospects for the successful operation of the Bank.

The undersigned acknowledges that this subscription may be rejected in whole or in part by the Bank in its sole discretion.

**2. MAXIMUM AND MINIMUM SUBSCRIPTION AMOUNTS AND ESCROW AGREEMENT.**

Unless waived by the Bank, the minimum subscription is 1,000 shares (\$10,000) and the maximum subscription is 9.9% of the Bank's outstanding shares upon consummation of the offering and the opening of the Bank (e.g. 201,629 shares (\$2,016,290) based on the sale of 2,016,300 shares) per subscriber.

Once received and accepted, all subscription funds received pursuant to this Subscription Agreement will be placed in an escrow account with United Bankers' Bank. The subscription funds will not be removed from the escrow account and will not be utilized by the organizers of the Bank until such time as the Bank has received subscriptions for at least the minimum amount of shares offered in the Offering (2,016,300) and has received regulatory approvals to commence banking operations. If the Bank fails to commence banking operations, then your funds will be returned, without interest.

If the Bank has not by March 29, 2024 received subscriptions for at least the minimum number of shares offered in the Offering (2,016,300 shares) and has not received all final regulatory approvals to open the Bank, upon request of the subscriber, all funds will be returned to investors.

**3. REPRESENTATIONS AND WARRANTIES BY UNDERSIGNED.** The undersigned acknowledges, represents and warrants as follows:

(a) The undersigned has been provided with the Bank's private placement memorandum, dated August 25, 2023. The private placement memorandum and this subscription agreement are referred to herein as the "Offering Materials." In addition, the undersigned has requested and received such information and has made such investigation concerning the Bank and other matters as the undersigned has deemed pertinent. As of the date hereof, the undersigned has not been furnished with any information, statements or representations, oral or written, that is contrary in any material way to the information presented and statements made in the Offering Materials. The undersigned acknowledges that the Offering Materials are the sole means by which the Bank is offering the shares of Common Stock for sale.

(b) The undersigned acknowledges that the offering of the Common Stock has not been registered under the Securities Act of 1933, as amended (the "1933 Act"), in reliance on Section 3(a)(2) of the 1933 Act for the sale of securities of a bank organized under the laws of Ohio. The undersigned further understands that the offering of Common Stock has not been qualified or registered under state securities laws; that the offering and the Offering Materials have not been reviewed by the U.S. Securities and Exchange Commission, any state securities authorities or other regulatory authority; and that a number of material terms of the offering do not comply with the standards generally applied by such authorities with respect to offerings that are subject to their review.

(c) The undersigned acknowledges that an investment in the Common Stock involves special risks, including the risk of loss of the entire investment.

(d) The undersigned understands that the shares of Common Stock offered and being purchased are not savings accounts or deposits and are not insured by the Federal Deposit Insurance Corporation or any other government agency.

(e) The undersigned has had an opportunity to ask questions of and has received satisfactory answers from the officers of the Bank concerning the Bank and the terms and conditions of an investment in the Common Stock.

(f) The undersigned acknowledges that there is no market for the Common Stock and that the undersigned may not be able to readily sell or dispose of such shares of Common Stock.

(g) The undersigned represents that all information which the undersigned has provided to the Bank in this Subscription Agreement is correct, complete and accurate as of the date set forth on the signature page to this Subscription Agreement and may be relied upon by the Bank. If there should be any material change in such information prior to the undersigned's purchase of the Common Stock, the undersigned will immediately provide the Bank with such information.

(h) The undersigned acknowledges that once an executed Subscription Agreement has been received by the Bank, together with payment for the shares purchased, it may not be rescinded or modified by the undersigned unless the offering is terminated or the subscription is rejected.

(i) Notwithstanding any of the other provisions hereof, the undersigned agrees that the Bank will not be obligated to issue any shares of Common Stock pursuant to this Subscription Agreement if the issuance of such shares would constitute a violation by the undersigned or by the Bank of any provision of any applicable law or regulation or policy of any governmental authority.

(j) The undersigned represents and warrants to the Bank that the undersigned (A) will not own, alone or acting in concert with others, more than 9.9% of the Bank's issued and outstanding Common Stock following the undersigned's proposed purchase of the Common Stock, (B) is not acting in concert with any other stockholder of the Bank or investor in the Bank to own or control more than 9.9% of the Bank's issued and outstanding Common Stock, (C) does not have, to the best of his/her/its actual knowledge, business or familial relationships with any other investor or stockholder of the Bank that is required by applicable federal banking laws to be aggregated with his/her/its ownership interests in the Common Stock, (D) does not have any written or oral agreement to vote his/her/its Common Stock with any other investor or stockholder of the Bank, and (E) will not seek to exercise any controlling influence over the Bank's Board of Directors, senior management or policies and business affairs of the Bank or the Bank.

(k) The undersigned acknowledges and consents that, pursuant to Title 17 of the Ohio Revised Code, the Bank shall be entitled to deliver all shareholder communications for the Bank pursuant to electronic transmission.

4. **INFORMATION CONCERNING EACH SUBSCRIBER.** The undersigned represents that the following information is true and complete with respect to each subscriber (if the subscription is made by more than one person, give the information for each person):

a. Full Name: \_\_\_\_\_

Age: \_\_\_\_\_ U.S. Citizen? \_\_\_\_ Yes \_\_\_\_ No

b. Residence Address and Telephone Number: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. Business or Professional Affiliation and Position: \_\_\_\_\_

\_\_\_\_\_

d. Business Address and Telephone Number: \_\_\_\_\_

\_\_\_\_\_

e. Send correspondence to my: Home \_\_\_\_ Business \_\_\_\_

5. **TYPE OF OWNERSHIP.**

The type of ownership in which the undersigned is subscribing to purchase Common Stock is as follows:

\_\_\_\_\_ INDIVIDUAL OWNERSHIP  
(One signature required)

\_\_\_\_\_ INDIVIDUAL OWNERSHIP\*  
(Through Retirement Account)

*\*Please consult with the custodian of your retirement account as to any documentation which may be required in order to make such an investment.*

\_\_\_\_\_ JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP  
(Both parties must sign)

\_\_\_\_\_ TRUST  
(See below)

\_\_\_\_\_ CUSTODIAN for \_\_\_\_\_ (Name of Minor) under Gifts/Transfer to Minors Act of \_\_\_\_\_ (State)

\_\_\_\_\_ PARTNERSHIP  
(Please include a copy of the Statement of Partnership or Partnership Agreement authorizing signature)

\_\_\_\_\_ CORPORATION  
(Please include Certified Corporate Resolution authorizing signature)

\_\_\_\_\_ COMMUNITY PROPERTY  
(Only one signature required)

\_\_\_\_\_ TENANTS-IN-COMMON  
(Both parties must sign)

\_\_\_\_\_ OTHER (Please describe): \_\_\_\_\_

If for TRUST ownership:

- a. Trustee(s): \_\_\_\_\_
- b. Trust date: \_\_\_\_\_
- c. Name of Trust: \_\_\_\_\_
- d. For the benefit of (if beneficiaries are to be included on stock certificate):

Please also provide a copy of the Trust Agreement or other authorization.

If you are investing jointly with any other individual(s), please list below the names of such other individual(s) and state whether they are (i) your spouse, (ii) your relative, or (iii) a relative of your spouse, and indicate whether or not you reside with such individual.

<u>Name</u>	<u>Relationship</u>
_____	_____
_____	_____
_____	_____

In which state did you receive this Subscription Agreement? \_\_\_\_\_

**If the undersigned is a partnership, corporation, trust or other entity, a “Verification Form for Partnerships, Corporations, Trusts and Other Entities” must be completed.**

6. **STOCK CERTIFICATES/STATEMENTS OF OWNERSHIP**. After the offering of the Common Stock has been successfully concluded, the Bank will provide the undersigned with a stock certificate and or statement of ownership evidencing the undersigned’s ownership of shares of Common Stock. Subscriptions cannot be revoked or modified once submitted to the Bank.

7. **CHOICE OF LAW**. This Subscription Agreement and any documents executed in connection herewith shall be governed by and construed and interpreted in accordance with the laws of Ohio without regard to any provision that would result in the application of the laws of any other state or jurisdiction. This Subscription Agreement is not assignable.

***[SIGNATURE PAGE FOLLOWS]***

**SIGNATURE PAGE**

The undersigned hereby subscribes for: \_\_\_\_\_ shares of Common Stock of Fortuna Bank (in organization), at a price of \$10.00 per share, for a total purchase price of \$ \_\_\_\_\_. The undersigned subscriber hereby (i) submits a personal check, bank draft or money order payable to “United Bankers’ Bank, as Escrow Agent for Break the Ceiling, LLC” (Note in memo-Fortuna Bank in organization) in the amount of \$ \_\_\_\_\_ which represents 100% of the total amount due and payable to the Bank for the Common Stock subscribed for by the undersigned, or (ii) has wired or will wire funds in the amount of \$ \_\_\_\_\_ which represents 100% of the total amount due and payable to the Bank for the Common Stock subscribed for by the undersigned pursuant to the wire instructions contained on page 1 of this subscription agreement.

**CONCLUDING REPRESENTATIONS.** The undersigned subscriber understands that no predictions may be made as to the revenues or return that the undersigned or other investors might expect to receive from an investment in the Common Stock and that any representation to the contrary is unauthorized and may not be relied upon. The undersigned has access to and has read the documents that are included in the Offering Materials (as defined herein), and the undersigned understands that this is an illiquid investment. The undersigned understands that subscriptions cannot be revoked once they are submitted to the Bank, and acknowledges and agrees that the Bank reserves the right to accept or reject, in whole or in part, any Subscription Agreement submitted, for any reason in its sole discretion, which right may be exercised at the time of submission of an executed Subscription Agreement or at any time thereafter before the delivery of stock certificates and or statement of ownership.

The foregoing Concluding Representations and this Subscription Agreement are executed as of \_\_\_\_\_, 2024

\_\_\_\_\_  
Investor #1 Signature

\_\_\_\_\_  
Investor #2 Signature

\_\_\_\_\_  
Investor #1 Print or Type Name

\_\_\_\_\_  
Investor #2 Print or Type Name

\_\_\_\_\_  
Social Security or Tax I.D. Number

\_\_\_\_\_  
Social Security or Tax I.D. Number

Subscription Accepted:

Date: \_\_\_\_\_, 2024

**Fortuna Bank (in organization)**

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

[\_\_\_\_\_]   
[Authorized Officer]

**FORTUNA BANK (IN ORGANIZATION)  
VERIFICATION FORM FOR PARTNERSHIPS,  
CORPORATIONS, TRUSTS AND OTHER ENTITIES**

This form must be completed on behalf of any partnership, corporation, trust or other entity seeking to subscribe for shares of common stock, \$0.01 par value per share, of Fortuna Bank (in organization) (the “Common Stock”). Please include any additional information which you believe is necessary or appropriate to make the following information accurate and complete.

- (1) Name and Type of Entity** \_\_\_\_\_
- (2) State and Date of Formation** \_\_\_\_\_
- (3) Business of Entity** \_\_\_\_\_
- (4) The entity represents as follows that:**
  - (a) The entity is authorized and otherwise duly qualified to purchase and hold the Common Stock;
  - (b) The individual(s) who represent the entity and who are authorized to make investment decisions on behalf of the entity have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the prospective investment in the Common Stock;
  - (c) The entity is able to bear the economic risk of an investment in the Common Stock; and
  - (d) The entity was formed under the laws of, and its principal place of business is within, the state that is set forth above.

This Verification Form has been duly and validly authorized, executed and delivered and, when executed and delivered by the other parties hereto, will constitute the legal, valid, binding and enforceable obligation of the undersigned.

Additional information may be requested to verify any information provided in this form or in the other subscription materials.

***[SIGNATURE PAGE FOLLOWS]***



**SIGNATURE PAGE**

Signatures (all general partners of a partnership must sign; the president or vice president and secretary or assistant secretary of a corporation must sign; and the trustee of a trust must sign):

Name of Entity \_\_\_\_\_ Tax I.D. Number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. of Entity \_\_\_\_\_

Date: \_\_\_\_\_ 2024

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

\_\_\_\_\_  
Title

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

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Title

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Signature

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Title

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

\_\_\_\_\_  
Title

(If additional signatures are required, please use a separate sheet.)