

TERM SHEET

FOR SERIES SEED PREFERRED STOCK FINANCING OF GALLMAN INVESTMENT GROUP, INC.

April ____, 2025

The following is a summary of the principal terms with respect to the proposed Series Seed Preferred Stock financing of Gallman Investment Group, Inc., a South Carolina corporation (the “**Company**”). This summary of terms does not constitute a legally binding obligation. The parties intend to enter into a legally binding obligation only pursuant to definitive agreements to be negotiated and executed by the parties.

Offering Terms

Securities to Issue:	Shares of Series Seed Preferred Stock of the Company (the “ Series Seed ”).
Aggregate Proceeds:	\$100,000,000 in aggregate, or such greater amount as approved by the Company.
Purchasers:	Accredited investors approved by the Company (the “ Purchasers ”).
Price Per Share:	The Company is offering Series Seed Preferred Stock at a purchase price of \$5.56 (the “ Original Issue Price ”) per share based on a \$50,040,000 pre-money valuation.
Liquidation Preference:	One times the Original Issue Price plus declared but unpaid dividends on each share of Series Seed, balance of proceeds paid to Common. A merger, reorganization or similar transaction will be treated as a liquidation.
Conversion:	Convertible into Common Stock (subject to proportional adjustments for stock splits, stock dividends and the like).
Voting Rights:	Votes together with the Common Stock on all matters on an as-converted basis. Approval of a majority of the Preferred Stock required to (i) adversely change rights of the Preferred Stock; (ii) change the authorized number of shares; (iii) authorize a new series of Preferred Stock having rights senior to or on parity with the Preferred Stock; (iv) redeem or repurchase any shares (other than pursuant to employee or consultant agreements); (v) declare or pay any dividend; (vi) change the number of directors; or (vii) liquidate or dissolve, including any change of control.
Expenses:	Each party will bear its own expenses.
Binding Terms:	This term sheet does not create, imply or infer any legally binding obligations and none of the parties have any legally binding obligations until final documents have been signed and delivered by all parties.

[Signature Page Follows]

GALLMAN INVESTMENT GROUP, INC.

By: _____

Name: Terrence Gallman

Title: President

PURCHASER:

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Address: _____

Investment Amount: _____