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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 10-Q**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2007

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 001-33704

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**GLOBAL CONSUMER ACQUISITION CORP.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**26-0469120**  
(I.R.S. Employer  
Identification No.)

**1370 Avenue of the Americas, 28<sup>th</sup> Floor, New York, New York 10019**  
**(212) 445-7800**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of December 27, 2007, the registrant had 39,936,064 shares of its common stock, par value \$0.0001 per share, outstanding.

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**GLOBAL CONSUMER ACQUISITION CORP.**

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**PART I — FINANCIAL INFORMATION**

**ITEM 1. FINANCIAL STATEMENTS**

**GLOBAL CONSUMER ACQUISITION CORP.**  
**(A Development Stage Company)**

**CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

**FOR THE PERIOD JUNE 28, 2007**  
**(INCEPTION) TO SEPTEMBER 30, 2007**

The accompanying notes are an integral part of these condensed financial statements.

**GLOBAL CONSUMER ACQUISITION CORP.**  
**(A Development Stage Company)**

**CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

**FOR THE PERIOD JUNE 28, 2007**  
**(INCEPTION) TO SEPTEMBER 30, 2007**

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**GLOBAL CONSUMER ACQUISITION CORP.**  
**(A Development Stage Company)**  
**CONDENSED BALANCE SHEET**

	September 30, 2007 (Unaudited)
<b>ASSETS</b>	
Cash	\$ 8,931
Deferred offering costs	<u>178,877</u>
	<u>\$ 187,808</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>	
Liabilities	
Note Payable	\$ 139,025
Accrued offering costs	<u>60,000</u>
	<u>199,025</u>
<b>Commitments and contingencies</b>	
Stockholders' equity	
Preferred stock, \$0.0001 par value; 1,000,000 shares authorized; None issued	—
Common stock, \$0.0001 par value; 100,000,000 shares authorized; 8,625,000 shares issued and outstanding	863
Additional paid-in capital	7,762
Loss accumulated during development stage	<u>(19,842)</u>
	<u>(11,217)</u>
	<u>\$ 187,808</u>

The accompanying notes are an integral part of these condensed financial statements.

**GLOBAL CONSUMER ACQUISITION CORP.**  
**(A Development Stage Company)**  
**CONDENSED STATEMENT OF OPERATIONS**

	For the period June 28, 2007 (inception) to September 30, 2007 (Unaudited)
Formation and professional fees	<u>\$ (20,148)</u>
Interest income	<u>306</u>
Net loss	<u>\$ (19,842)</u>
Weighted average shares outstanding (Note 2)	<u>8,625,000</u>
Basic and diluted loss per share	<u>\$ —</u>

The accompanying notes are an integral part of these condensed financial statements.

**GLOBAL CONSUMER ACQUISITION CORP.**  
**(A Development Stage Company)**

**CONDENSED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY**

**FOR THE PERIOD JUNE 28, 2007**  
**(INCEPTION) TO SEPTEMBER 30, 2007 (Unaudited)**

	Common Stock		Additional Paid-in Capital	Deficit Accumulated During the Development Stage	Total Stockholders' Equity
	Shares	Amount			
Common shares issued at \$0.001 per share	8,625,000	\$ 863	\$ 7,762	\$ —	\$ 8,625
Net loss	—	—	—	(19,842)	(19,842)
Balance at September 30, 2007	<u>8,625,000</u>	<u>\$ 863</u>	<u>\$ 7,762</u>	<u>\$ (19,842)</u>	<u>\$ (11,217)</u>

The accompanying notes are an integral part of these condensed financial statements.

**GLOBAL CONSUMER ACQUISITION CORP.**  
**(A Development Stage Company)**  
**CONDENSED STATEMENT OF CASH FLOWS**

	For the period June 28, 2007 (inception) to September 30, 2007 (Unaudited)
<b>Cash flow from operating activities</b>	
Net loss	\$ (19,842)
Changes in operating assets and liabilities	
Deferred offering costs	(178,877)
Accrued offering costs	60,000
Net cash used in operating activities	<u>(138,719)</u>
<b>Cash flows from financing activities</b>	
Proceeds from note payable	139,025
Proceeds from sale of shares of common stock	8,625
Net cash provided by financing activities	<u>147,650</u>
Net increase in cash	8,931
Cash, beginning of period	<u>—</u>
<b>Cash, end of period</b>	<b><u>\$ 8,931</u></b>

The accompanying notes are an integral part of these condensed financial statements.

**GLOBAL CONSUMER ACQUISITION CORP.**  
**(A Development Stage Company)**

**NOTES TO CONDENSED FINANCIAL STATEMENTS (Unaudited)**

**FOR THE PERIOD JUNE 28, 2007**  
**(INCEPTION) TO SEPTEMBER 30, 2007**

**1 Interim Financial Information**

These unaudited condensed financial statements as of September 30, 2007, and for the period from June 28, 2007 (inception) to September 30, 2007, have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information and with the instructions to Form 10-Q. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States of America for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the interim period presented are not necessarily indicative of the results to be expected for any other interim period or for the full year.

These unaudited condensed financial statements should be read in conjunction with the financial statements and notes thereto for the period ended November 27, 2007, included in the Current Report on Form 8-K filed by Global Consumer Acquisition Corp. (a development stage company) (the "Company") on December 4, 2007.

**2 Organization and Business Operations**

The Company is a newly organized blank check company organized for the purpose of effecting a merger, capital stock exchange, asset or stock acquisition, exchangeable share transaction, joint venture or other similar business combination with one or more domestic or international operating businesses in the global consumer products industry.

At September 30, 2007, the Company had not yet commenced any operations. All activity from June 28, 2007 (inception) through September 30, 2007 relates to the Company's formation and the public offering described below. The Company has selected December 31 as its fiscal year end.

The registration statement for the Company's initial public offering (the "Offering") was declared effective November 20, 2007. The Company consummated the Offering on November 27, 2007 and received net proceeds of \$305,736,151 and \$8,500,000 from the private placement sale of Insider Warrants (Note 4). Substantially, all of the net proceeds of the Offering are intended to be generally applied toward consummating a business combination ("Business Combination") in the global consumer products and services industry. The Company's management has complete discretion in identifying and selecting the target business. There is no assurance that the Company will be able to successfully effect a Business Combination. Management has agreed that 98.3%, or \$314,158,960, of the net proceeds from the Offering will be held in a trust account ("Trust Account") until the earlier of (i) the completion of a Business Combination and (ii) liquidation of the Company. The placing of funds in the Trust Account may not protect those funds from third party claims against the Company. Although the Company will seek to have all vendors, prospective target businesses or other entities it engages execute agreements with the Company waiving any right in or to any monies held in the Trust Account, there is no guarantee that they will execute such agreements. The remaining net proceeds (not held in the Trust Account) and up to \$4,100,000 of interest income generated from the Trust Account may be

**GLOBAL CONSUMER ACQUISITION CORP.**  
**(A Development Stage Company)**

**NOTES TO CONDENSED FINANCIAL STATEMENTS (Unaudited)**

**FOR THE PERIOD JUNE 28, 2007**  
**(INCEPTION) TO SEPTEMBER 30, 2007**

**2 Organization and Business Operations** (continued)

used to pay for business, legal and accounting due diligence on prospective acquisitions, and initial and continuing general and administrative expenses. The Company, after signing a definitive agreement for the acquisition of a target business, is required to submit such transaction for stockholder approval. The Company will proceed with the initial Business Combination only if both a majority of the shares of Common Stock voted by the public stockholders are voted in favor of the Business Combination and public stockholders owning less than 30% of the shares sold in the Offering exercise their conversion rights described below.

Pursuant to the Company's Amended and Restated Certificate of Incorporation, if the Company does not consummate a Business Combination by November 27, 2009, the Company will cease to exist except for the purposes of winding up its affairs and liquidating.

All of the Company's stockholders prior to the Offering, including all of the officers and directors of the Company ("Initial Stockholders"), have agreed to vote their founding shares of Common Stock in accordance with the vote of the majority interest of all other stockholders of the Company ("Public Stockholders") with respect to any Business Combination. After consummation of a Business Combination, these voting safeguards will no longer be applicable.

With respect to a Business Combination that is approved and consummated, the Company will offer each of its Public Stockholders who voted against the business combination, the right to have such stockholder's shares of Common Stock converted into cash. The per share conversion price will equal the amount in the Trust Account, calculated as of two business days prior to the consummation of the proposed Business Combination, less any remaining tax liabilities relating to interest income, divided by the number of shares of Common Stock held by Public Stockholders at the consummation of the Offering. Public Stockholders who convert their stock into their share of the Trust Account retain their warrants. The Company will not complete any proposed business combination for which its Public Stockholders owning 30% or more of the shares sold in the Offering both vote against a Business Combination and exercise their conversion rights. On November 27, 2007, 9,584,654 shares of the Common Stock issued in connection with the Offering were subject to redemption.

**3 Significant Accounting Policies**

**Cash and Cash Equivalents**

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. Cash equivalents are carried at cost, which approximates fair value.

At September 30, 2007, financial instruments that potentially expose the Company to credit risk consist of cash. The Company maintains its cash balances in various financial institutions. The Federal Deposit Insurance Corporation insures balances in bank accounts up to \$100,000 and the Securities Investor Protection Corporation insures balances up to \$500,000 in brokerage accounts. Management believes the risk of loss to be minimal since it invests in or through major financial institutions.

**GLOBAL CONSUMER ACQUISITION CORP.**  
**(A Development Stage Company)**

**NOTES TO CONDENSED FINANCIAL STATEMENTS (Unaudited)**

**FOR THE PERIOD JUNE 28, 2007**  
**(INCEPTION) TO SEPTEMBER 30, 2007**

**3 Significant Accounting Policies** (continued)

**Income Taxes**

In accordance with SFAS No. 109, "Accounting for Income Taxes," deferred tax assets and liabilities are recognized based on temporary differences between the financial statement and the tax bases of assets and liabilities. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which these assets and liabilities are expected to be recovered or settled. The Company provides a valuation allowance when it appears more likely than not that some or all of the net deferred tax assets will not be realized.

**Income/Loss per Share**

Basic income per share is computed by dividing net income by the weighted-average number of shares of Common Stock outstanding during the period. The 8,625,000 Shares issued to the Company's initial stockholders were issued for \$0.001 per share, which is considerably less than the Offering per share price. Under the provisions of FASB No. 128 and SAB Topic 4:D, such shares have been assumed to be retroactively outstanding for the period since inception.

Loss per share is computed by dividing net loss by the weighted average number of shares of Common Stock outstanding during the period. There are no potentially dilutive securities at September 30, 2007.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of expenses during the reporting period. Actual results could differ from those estimates.

**Recently Issued Accounting Pronouncements**

Management does not believe that any recently issued, but not yet effective, accounting standards, if currently adopted, would have a material effect on the accompanying financial statements.

**4 Initial Public Offering**

On November 21, 2007, the Company sold 31,948,850 Units, including 1,948,850 Units from the exercise of the underwriters' over-allotment option, at an Offering price of \$10.00 per Unit, generating gross proceeds of \$319,488,500. Each Unit consists of one share of the Company's Common Stock, \$.0001 par value ("Common Stock"), and one Redeemable Common Stock Purchase Warrant ("Warrant") to purchase one share of Common Stock, at an exercise price of \$7.50. The Warrants become exercisable upon the later of the completion of a Business Combination and November 27, 2008, and expire on November 27, 2012, unless earlier redeemed. The Company may redeem the Warrants, in whole or in part, at a price of \$0.01 per Warrant upon 30 days, notice after the Warrants become exercisable, but only in the event that

**GLOBAL CONSUMER ACQUISITION CORP.**  
**(A Development Stage Company)**

**NOTES TO CONDENSED FINANCIAL STATEMENTS (Unaudited)**

**FOR THE PERIOD JUNE 28, 2007**  
**(INCEPTION) TO SEPTEMBER 30, 2007**

**4 Initial Public Offering** (continued)

the last sale price of the common stock is at least \$14.25 per share on the average of any consecutive 20 trading days within a 30 trading day period, ending three business days prior to the date on which the notice of redemption is given.

The Company has agreed to pay the underwriters in the Offering an underwriting commission of 7% of the gross proceeds of the Offering. However, the underwriters have agreed that approximately 3% of the underwriting discount will not be payable unless and until the Company completes a Business Combination and have waived their right to receive such payments upon the Company's liquidation if it is unable to complete a Business Combination.

On November 27, 2007, certain of the initial stockholders purchased an aggregate of 8,500,000 warrants (the "Insider Warrants") from the Company in a private placement pursuant to the exemption from registration contained in Section 4(2) of the Securities Act of 1933, as amended. The Insider Warrants were sold for a total purchase price of \$8,500,000, or \$1.00 per warrant. The private placement took place simultaneously with the consummation of the Offering. Similar to the Warrants contained in the Units, each Insider Warrant becomes exercisable upon the later of the completion of a Business Combination and November 27, 2008, and is exercisable to one share of Common Stock, at a price of \$7.50. However, unlike the Warrants contained in the Units, Insider Warrants are (i) subject to a lock-up agreement with the Company's underwriters and will not be transferable before the consummation of a Business Combination and (ii) are exercisable, at any time and from time to time when the Insider Warrants become exercisable, by the holders on a "cashless" basis. The proceeds from the sale of the Insider Warrants have been deposited into the Trust Account, subject to a trust agreement and will be part of the funds distributed to the Company's Public Stockholders in the event the Company is unable to complete a Business Combination.

Based on observable market prices, the Company has determined that the grant date fair value of the Insider Warrants was \$1.10 per warrant, \$9,350,000 in the aggregate. The valuation is based on all comparable initial public offerings by blank check companies in 2007. The Company will record compensation expense of \$850,000 in connection with the Insider Warrants, which is the amount equal to the grant date fair value of the Insider Warrants minus the purchase price. The compensation expense will be recognized over the estimated service period of 24 months. The Company estimated the service period as the estimated time to complete a Business Combination.

The holders of a majority of all of the Founder Shares (Note 8) and shares of Common Stock issuable upon exercise of the Insider Warrants will be entitled to make up to two demands that the Company register these securities pursuant to an agreement signed in connection with the insider private placement. Such holders may elect to exercise these registration rights at any time after the date of the Offering. In addition, the Initial Stockholders have certain "piggy-back" registration rights with respect to registration statements the Company might file subsequent to the date of the Offering. The Company will bear the expenses incurred in connection with the filing of any such registration statements.

**GLOBAL CONSUMER ACQUISITION CORP.**  
**(A Development Stage Company)**

**NOTES TO CONDENSED FINANCIAL STATEMENTS (Unaudited)**

**FOR THE PERIOD JUNE 28, 2007**  
**(INCEPTION) TO SEPTEMBER 30, 2007**

**5 Deferred Offering Costs**

At September 30, 2007, the Company accrued offering costs amounting to \$178,877 that consisted of road show, accounting and printing fees incurred through the balance sheet date that are related to the Offering and will be charged to equity at the time of the closing of the Offering.

**6 Related Party Transactions**

Certain of the Company's officers, directors and its Initial Stockholders are also officers, directors, employees and affiliated entities of Hayground Cove Asset Management LLC, the Company's sponsor.

**Services Agreement**

The Company agreed to pay Hayground Cove Asset Management LLC, the Company's sponsor, \$10,000 per month, plus out-of-pocket expenses not to exceed \$10,000 per month, for office space and services related to the administration of the Company's day-to-day activities. This agreement is effective upon the consummation of the Offering and will terminate at the closing of a Business Combination.

**Note Payable**

The Company issued a total of \$139,025 of unsecured promissory notes to Hayground Cove Asset Management LLC, the Company's sponsor. The note was repaid on November 27, 2007 from the proceeds of the Offering.

**7 Commitments and Contingencies**

There is no material litigation currently pending against the Company or any members of our management team in their capacity as such.

The Initial Stockholders have waived their right to receive distributions with respect to their Founder Shares upon the Company's liquidation.

**Employment Agreement**

Effective as of August 1, 2007, the Company entered into an employment agreement with its Chief Executive Officer ("CEO"). The agreement is effective until the earlier of (i) two years after the completion of the Offering or (ii) the closing of a qualifying Business Combination. The agreement may be renewed for an additional one-year term.

Pursuant to the agreement, the CEO has waived all rights, interests and claims to the amounts in deposit in the Trust Account. The agreement also contains non-competition and confidentiality provisions, which limit the CEO from competing against the Company and using information he obtains from the Company after the termination of his employment. The CEO received indemnification from the Company for liabilities arising from the services he provides under the

**GLOBAL CONSUMER ACQUISITION CORP.**  
**(A Development Stage Company)**

**NOTES TO CONDENSED FINANCIAL STATEMENTS (Unaudited)**

**FOR THE PERIOD JUNE 28, 2007**  
**(INCEPTION) TO SEPTEMBER 30, 2007**

**7 Commitments and Contingencies** (continued)

agreement, other than those liabilities due to fraud, wilful misconduct or gross negligence on his part. The Company will purchase and maintain an insurance policy on behalf of the CEO against such liabilities.

In connection with entering into the agreement, the CEO obtained an option to purchase 475,000 shares of Founder Shares at a purchase price of \$0.001 per share from the Company's sponsor and its affiliates, which option will vest on the date (the "Trigger Date") that is one year after the closing of a qualifying Business Combination, but the vesting will occur only if the appreciation of the per share price of the Company's Common Stock is either (i) greater than 1x the Russell 2000 hurdle rate on the Trigger Date or (ii) exceeds the Russell 2000 hurdle rate for 20 consecutive trading days after the Trigger Date. The Russell hurdle rate means the Russell 2000 Index performance over the period between the completion of the Offering and the Trigger Date. The amount of the option will be increased by the amount of shares equal to 10,000 shares for each \$10,000,000 of gross proceeds from the exercise of the underwriters over-allotment option. As a result the option was increased to 494,489 shares due to the exercise of 1,948,850 Units of the underwriters over-allotment option.

The Company has determined that the fair value of the options on the date of grant, November 27, 2007, was \$4,573,597. The fair value of the option is based on a Black-Scholes model using an expected life of three years, stock price of \$9.25 per share, volatility of 33.7% and a risk-free interest rate of 4.98%. Because shares of the Company's Common Stock do not have a trading history, the volatility assumption is based on information currently available to the Company. The Company believes that the volatility estimate is a reasonable benchmark to use in estimating the expected volatility of shares of the Company's Common Stock. In addition, the Company believes a stock price of \$9.25 per share is a fair assumption based on the Company's observation of market prices for comparable shares of Common Stock. This assumption is based on all comparable initial public offerings by blank check companies in 2007. The compensation expense will be recognized over the service period of 24 months. The Company has estimated the service period as the estimated time to complete a business combination.

**Indemnifications**

The Company has entered into agreements with its directors to provide contractual indemnification in addition to the indemnification provided in its amended and restated certificate of incorporation. The Company believes that these provisions and agreements are necessary to attract qualified directors. The Company's bylaws also will permit it to secure insurance on behalf of any officer, director or employee for any liability arising out of his or her actions, regardless of whether Delaware law would permit indemnification. The Company will purchase a policy of directors' and officers' liability insurance that insures the Company's directors and officers against the cost of defense, settlement or payment of a judgment in some circumstances and insures us against our obligations to indemnify the directors and officers.

**GLOBAL CONSUMER ACQUISITION CORP.**  
**(A Development Stage Company)**

**NOTES TO CONDENSED FINANCIAL STATEMENTS (Unaudited)**

**FOR THE PERIOD JUNE 28, 2007**  
**(INCEPTION) TO SEPTEMBER 30, 2007**

**8 Stockholders' Equity**

**Issuance of Common Stock**

The Company issued 8,625,000 shares of Common Stock to the Initial Stockholders for cash proceeds of \$8,625 (the "Founder Shares"). In the event all or any part of the 4,500,000 over-allotment Units (Note 2) are not issued, the Initial Stockholders will be required to redeem the Founder Shares in an amount sufficient to cause the amount of issued and outstanding Founder Shares to equal 20% of the Company's aggregate amount of issued and outstanding Common Stock after giving effect to the issuance of Common Stock in connection with the Offering (including any exercised portion of the over-allotment Units).

**Preferred Stock**

The Company is authorized to issue 1,000,000 shares of blank check preferred stock with such designations, voting and other rights and preferences as may be determined from time to time by the Board of Directors.

## **ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

References to the "Company," "us" or "we" refer to Global Consumer Acquisition Corp. The following discussion and analysis of the Company's financial condition and results of operations should be read in conjunction with the condensed financial statements and the notes thereto contained elsewhere in this report. Certain information contained in the discussion and analysis set forth below includes forward-looking statements that involve risks and uncertainties.

### **Forward-Looking Statements**

All statements other than statements of historical fact included in this Form 10-Q including, without limitation, statements under "Management's Discussion and Analysis of Financial Condition and Results of Operations" regarding our financial position, business strategy and the plans and objectives of management for future operations, are forward-looking statements. When used in this Form 10-Q, words such as "anticipate," "believe," "estimate," "expect," "intend" and similar expressions, as they relate to us or our management, identify forward-looking statements. Such forward-looking statements are based on the beliefs of management, as well as assumptions made by, and information currently available to, our management. Actual results could differ materially from those contemplated by the forward-looking statements as a result of certain factors detailed in our filings with the Securities and Exchange Commission. All subsequent written or oral forward-looking statements attributable to us or persons acting on our behalf are qualified in their entirety by this paragraph.

### **Overview**

We are a blank check company formed on June 28, 2007, to consummate a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses in the global consumer products and services industry, which we define as the commercial delivery of products and services directly to the consumer in both the United States and international marketplace. We intend to effect an initial business combination using cash from the proceeds of our recently completed initial public offering, our capital stock, debt or a combination of cash, stock and debt.

### **Results of Operations**

For the period from June 28, 2007 (inception) through September 30, 2007, we had a net loss of \$19,842. We incurred costs of \$178,877 with regard to our initial public offering, or IPO, which were classified as deferred offering costs on our balance sheet.

Our entire activity from June 28, 2007 (inception) through September 30, 2007, has been to prepare for our IPO. We believe that we have sufficient funds available to complete our efforts to effect an initial business combination with an operating business within the required 24 months commencing from November 27, 2007.

### **Liquidity and Capital Resources**

As of September 30, 2007, we had cash of \$8,931. Until the consummation of the IPO, our primary source of liquidity was a \$139,025 loan made to us in August 2007 by our sponsor, Hayground Cove Asset Management LLC. This loan was repaid out of the proceeds of the offering. All liabilities were related to costs associated with the offering.

On November 27, 2007, subsequent to the period covered by this Report, we consummated our initial public offering of 31,948,850 units (including 1,948,850 units issued pursuant to the partial exercise of the underwriters' over-allotment option) at a price of \$10 per unit. Each unit consists of one share of common stock, par value \$0.0001 per share, and one warrant to purchase one share of common stock, at an exercise price of \$7.50 per share. We received net proceeds of approximately \$305,736,151 million from the IPO.

Simultaneously with the consummation of the IPO, we consummated a private placement of 8,500,000 warrants (the "Insider Warrants") to Hayground Cove Asset Management LLC and Scott LaPorta, at a purchase price of \$1.00 per Insider Warrant. We received net proceeds of \$8,500,000 from the sale of the Insider Warrants. For a more detailed discussion of the Insider Warrants, we refer you to Part II, Item 2 of this Report.

A total of \$314,158,960 of the net proceeds from the sale of the Insider Warrants and the IPO, including \$9,584,655 of deferred underwriting discount, were deposited into the trust account established for the benefit of our public stockholders. The funds will not be released until the earlier of our completion of an initial business combination or our liquidation, although we may withdraw up to an aggregate of approximately \$4,100,000 of the interest income accumulated on the funds.

\$50,000 of the proceeds of the offering was held outside of the trust account and is available to us to fund our working capital requirements. In addition, the interest earned on the trust account, net of taxes payable on such interest, will be released to us to cover our working capital requirements, up to a maximum of \$4,100,000. We believe that prior to the consummation of a

business combination, such amounts will be sufficient to cover our operating expenses for the 24 months subsequent to the consummation of the offering and to cover the expenses incurred in connection with a business combination.

Assuming that a business combination is not consummated during that time, we anticipate making the following expenditures during the time period:

- approximately \$2,460,000 of expenses for legal, accounting and other expenses attendant to the due diligence investigations, structuring and negotiating of a business combination, including without limitation third-party fees for assisting us in performing due diligence investigations of prospective target businesses;
- approximately \$500,000 of expenses in legal and accounting fees relating to our SEC reporting obligations (including the proxy statement in connection with a business combination);
- approximately \$240,000 of expenses in fees relating to our services agreement with our sponsor and certain general and administrative services;
- approximately \$950,000 for general working capital that will be used for miscellaneous expenses, including reimbursement of any out-of-pocket expenses incurred by our founding stockholders, directors and officers in connection with activities on our behalf, director and officer liability and other insurance premiums and, if we must dissolve and liquidate, up to approximately \$75,000 for dissolution and liquidation costs.

#### *Off-Balance Sheet Financing Arrangements*

We have no obligations, assets or liabilities that would be considered off-balance sheet arrangements. We do not participate in transactions that create relationships with unconsolidated entities or financial partnerships, often referred to as variable interest entities, which would have been established for the purpose of facilitating off-balance sheet arrangements.

We have not entered into any off-balance sheet financing arrangements, established any special purpose entities, guaranteed any debt or commitments of other entities, or entered into any non-financial assets.

#### *Contractual Obligations*

We do not have any long-term debt, capital lease obligations, operating lease obligations or long-term liabilities other than a monthly fee of \$10,000 for office space and general and administrative services payable to Hayground Cove Asset Management LLC, our sponsor. We began incurring this fee on November 27, 2007, and will continue to incur this fee monthly until the completion of our initial business combination.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

As of September 30, 2007, our efforts were limited to organizational activities and activities relating to our initial public offering; we had neither engaged in any operations nor generated any revenues.

Market risk is a broad term for the risk of economic loss due to adverse changes in the fair value of a financial instrument. These changes may be the result of various factors, including interest rates, foreign exchange rates, commodity prices and/or equity prices. We are not and, until such time as we consummate a business combination, we will not be, exposed to risks associated with foreign exchange rates, commodity prices, equity prices or other market-drive rates or prices. The net proceeds of our IPO held in the trust account may be invested by the trustee only in United States "government securities" within the meaning of Section 2(a)(16) of the Investment Company Act of 1940 having a maturity of 180 days or less, or in registered money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act of 1940. Given our limited risk in our exposure to government securities and money market funds, we do not view the interest rate risk to be significant.

We have not engaged in any hedging activities since our inception. We do not currently expect to engage in any hedging activities with respect to the market activities to which we are exposed.

### **ITEM 4. CONTROLS AND PROCEDURES**

Disclosure controls and procedures are controls and other procedures that are designed to ensure that information required to be disclosed in our reports, filed or submitted under the Securities Exchange Act of 1934 (the "Exchange Act") is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in company reports filed or submitted under the Exchange Act is accumulated and communicated to management, including our Chief Executive Officer, to allow timely decisions regarding required disclosure.

As required by Rules 13a-15 and 15d-15 under the Exchange Act, our Chief Executive Officer carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of September 30, 2007. Based upon his evaluation, he concluded that our disclosure controls and procedures (as defined in Rules 13a-15 (e) and 15d-15 (e) under the Exchange Act) were effective.

Our internal control over financial reporting is a process designed by, or under the supervision of, our Chief Executive Officer and effected by our board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of our financial statements for external purposes in accordance with U.S. generally accepted accounting principles. Internal control over financial reporting includes policies and procedures that pertain to the maintenance of records that accurately and fairly reflect the transactions and dispositions of our assets in reasonable detail; provide reasonable assurance that transactions are recorded as necessary to permit preparation of our financial statements in accordance with U.S. generally accepted accounting principles and that our receipts and expenditures are being made only in accordance with the authorization of our board of directors and management; and provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

During the most recently completed fiscal quarter, there has been no change in our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## **PART II — OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

None.

### **ITEM 1A. RISK FACTORS**

Factors that could cause our actual results to differ materially from those in this report are any of the risks described in our prospectus dated November 20, 2007, filed with the SEC. Any of these factors could result in a significant or material adverse effect on our results of operations or financial condition. Additional risk factors not presently known to us or that we currently deem immaterial may also impair our business or results of operations.

As of December 27, 2007, there have been no material changes to the risk factors disclosed in our prospectus dated November 20, 2007, filed with the SEC, except we may disclose changes to such factors or disclose additional factors from time to time in our future filings with the SEC.

### **ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

Simultaneously with the consummation of the IPO, the Company consummated the private sale of an aggregate of 8,500,000 Insider Warrants to Hayground Cove Asset Management LLC (the “Sponsor”) and Scott LaPorta, at a purchase price of \$1.00 per Insider Warrant in a private placement (the “Private Placement”) pursuant to Regulation D of the Securities and Exchange Act of 1933, as amended. Such Private Placement was consummated (pursuant to an amended and restated subscription agreement) immediately prior to the effective date of the IPO. The Insider Warrants are identical to the Warrants included in the Units sold in the IPO, except that the Insider Warrants (i) subject to a lock-up agreement with the Company’s underwriters and will not be transferable before the consummation of a Business Combination and (ii) are exercisable, at any time and from time to time when the Insider Warrants become exercisable, by the holders on a “cashless” basis. If the Company does not complete an initial business combination, the \$8,500,000 in gross proceeds to the Company from the sale of the Insider Warrants will become part of the liquidating distribution to the Company’s public stockholders, and the Insider Warrants will expire.

A total of \$314,158,960 (or \$9.83 per unit) of the net proceeds from the Private Placement and the IPO, including \$9,584,655 of deferred underwriting discount, were placed in a trust account established for the benefit of the public stockholders of the Company. The funds will not be released until the earlier of the Company’s completion of its initial business combination and the Company’s liquidation, although the Company may withdraw up to an aggregate of approximately \$4,100,000 from the interest income that will be accumulated on the funds held in trust from their investment by the trustee.

### **ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

### **ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS**

None.

### **ITEM 5. OTHER INFORMATION**

None.

### **ITEM 6. EXHIBITS**

The following exhibits are filed as part of, or incorporated by reference into, this Quarterly Report on Form 10-Q.

<b>Exhibit Number</b>	<b>Description</b>
4.5	Registration Rights Agreement, dated as of November 27, 2007, among the Company and the Founding Stockholders
10.2	Letter Agreement, dated November 20, 2007, by and between the Company and Hayground Cove Asset Management LLC
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

**SIGNATURES**

Pursuant to the requirements of Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**GLOBAL CONSUMER ACQUISITION CORP.**

Date: December 27, 2007

/s/ Scott LaPorta

Name: Scott LaPorta

Title: President and Chief Executive Officer

**GLOBAL CONSUMER ACQUISITION CORP.**

Date: December 27, 2007

/s/ Andrew Nelson

Name: Andrew Nelson

Title: Chief Financial Officer

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Scott LaPorta, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Global Consumer Acquisition Corp.
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.
3. Based on my knowledge, the financial statements, and other financial information included in this Quarterly Report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report.
4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;
  - b. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report my conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - c. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Scott LaPorta

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Scott LaPorta  
President and Chief Executive Officer  
December 27, 2007

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Andrew Nelson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Global Consumer Acquisition Corp.
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.
3. Based on my knowledge, the financial statements, and other financial information included in this Quarterly Report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report.
4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;
  - b. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report my conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - c. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Andrew Nelson

\_\_\_\_\_  
Andrew Nelson  
Chief Financial Officer  
December 27, 2007

**Certification Pursuant to  
18 U.S.C. Section 1350,  
as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of Global Consumer Acquisition Corp. (the "Company") for the quarter ended September 30, 2007, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Scott LaPorta, President and Chief Executive Officer, hereby certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(i) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

(ii) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: December 27, 2007

/s/ Scott LaPorta

\_\_\_\_\_  
Scott LaPorta

President and Chief Executive Officer

**Certification Pursuant to  
18 U.S.C. Section 1350,  
as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of Global Consumer Acquisition Corp. (the "Company") for the quarter ended September 30, 2007, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Andrew Nelson, Chief Financial Officer, hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(i) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

(ii) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: December 27, 2007

/s/ Andrew Nelson

\_\_\_\_\_  
Andrew Nelson  
Chief Financial Officer

**REGISTRATION RIGHTS AGREEMENT**

THIS REGISTRATION RIGHTS AGREEMENT (this “**Agreement**”) is entered into as of the 27<sup>th</sup> day of November 2007, by and among Global Consumer Acquisition Corp., a Delaware corporation (the “**Company**”), and the undersigned parties listed under Investors on the signature page hereto (each, an “**Investor**” and collectively, the “**Investors**”).

WHEREAS, the Investors currently hold all of the issued and outstanding securities of the Company; and

WHEREAS, the Investors and the Company desire to enter into this Agreement to provide the Investors with certain rights relating to the registration of (i) shares of Common Stock; (ii) Warrants; and (iii) shares of Common Stock underlying Warrants.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I **DEFINITIONS**. The following capitalized terms used herein have the following meanings:

“**Agreement**” means this Agreement, as amended, restated, supplemented, or otherwise modified from time to time.

“**Commission**” means the Securities and Exchange Commission, or any other federal agency then administering the Securities Act or the Exchange Act.

“**Common Stock**” means the common stock, par value \$0.0001 per share, of the Company.

“**Company**” is defined in the preamble to this Agreement.

“**Demand Registration**” is defined in Section 2.1.1.

“**Demanding Holder**” is defined in Section 2.1.1.

“**Effective Date**” means the date on which the initial public offering of securities of the Company is declared effective by the Commission.

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

“**Form S-3**” is defined in Section 2.3.

“**Indemnified Party**” is defined in Section 4.3.

“**Indemnifying Party**” is defined in Section 4.3.

“**Investor**” is defined in the preamble to this Agreement.

“**Investor Indemnified Party**” is defined in Section 4.1.

“**Majority-in-interest**” of Registrable Securities means a majority of the shares of Common Stock and shares of Common Stock underlying the Warrants included in the Registrable Securities.

“**Maximum Number of Shares**” is defined in Section 2.1.4.

“**Notices**” is defined in Section 6.3.

“**Piggy-Back Registration**” is defined in Section 2.2.1.

“**Register.**” “**registered**” and “**registration**” mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

“**Registrable Securities**” mean all of (i) the shares of Common Stock owned or held by Investors; (ii) the Warrants; and (iii) the shares of Common Stock issuable upon exercise of the Warrants. Registrable Securities include any warrants, shares of capital stock or other securities of the Company issued as a dividend or other distribution with respect to or in exchange for or in replacement of such Registrable Securities. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when: (a) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (b) such securities shall have been otherwise transferred, new certificates for them not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of them shall not require registration under the Securities Act; (c) such securities may be sold by the Investor without restriction; (d) such securities shall have ceased to be outstanding; or (e) the Commission makes a definitive determination to the Company that the Registrable Securities are saleable under Rule 144(k).

“**Registration Statement**” means a registration statement filed by the Company with the Commission in compliance with the Securities Act and the rules and regulations promulgated thereunder for a public offering and sale of Common Stock (other than a registration statement on Form S-4 or Form S-8, or any successor forms, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another entity).

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

“**Underwriter**” means a securities dealer who purchases any Registrable Securities as principal in an underwritten offering and not as part of such dealer’s market-making activities.

“**Warrants**” means the warrants to purchase an aggregate of 8,500,000 shares of Common Stock issued by the Company to certain Investors prior to the close hereof in connection with a private placement pursuant to (1) Warrant Subscription Agreement dated as of October 1, 2007 between the Company and Scott LaPorta and (2) Warrant Subscription Agreement dated as of July 19, 2007 between the Company and Hayground Cove Asset Management LLC, as amended.

## II REGISTRATION RIGHTS.

### A Demand Registration.

1 **Request for Registration.** At any time and from time to time beginning on or after the Effective Date, the holders of a Majority-in-interest of the Registrable Securities held by the Investors or the transferees of the Investors, may make a written demand for registration under the Securities Act of all or part of their Registrable Securities (a “**Demand Registration**”). Any demand for a Demand Registration shall specify the number and type of Registrable Securities proposed to be sold and the intended method(s) of distribution thereof. The Company will notify all holders of Registrable Securities of the demand, and each holder of Registrable Securities who wishes to include all or a portion of such holder’s Registrable Securities in the Demand Registration (each such holder including Registrable Securities in such Demand Registration, a “**Demanding Holder**”) shall so notify the Company within fifteen (15) days after the receipt by the holder of the notice from the Company. Upon any such request, the Demanding Holders shall be entitled to have their Registrable Securities included in the Demand Registration, subject to Sections 2.1.3, 2.1.4 and 3.4 and the provisos set forth in Section 3.1.1. The Company shall not be obligated to effect more than an aggregate of two (2) Demand Registrations under this Section 2.1.1 in respect of Registrable Securities.

2 **Effective Registration.** A registration will not count as a Demand Registration until the Registration Statement filed with the Commission with respect to such Demand Registration has been declared effective and the Company has complied with all of its obligations under this Agreement with respect thereto; *provided, however*, that, if after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to a Demand Registration is interfered with by any stop order or injunction of the Commission or any other governmental agency or court, the Registration Statement with respect to such Demand Registration will be deemed not to have been declared effective, unless and until (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a Majority-in-interest of the Demanding Holders thereafter elect to continue the offering; *provided, further*, that the Company shall not be obligated to file a second Registration Statement until a Registration Statement that has been filed is counted as a Demand Registration or is terminated.

3 **Underwritten Offering.** If a Majority-in-interest of the Demanding Holders so elect and such holders so advise the Company as part of their written demand for a Demand Registration, the offering of such Registrable Securities pursuant to such

Demand Registration shall be in the form of an underwritten offering. In such event, the right of any holder of Registrable Securities to include its Registrable Securities in such registration shall be conditioned upon such holder's participation in such underwriting and the inclusion of such holder's Registrable Securities in the underwriting to the extent provided herein. All Demanding Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such underwriting by a Majority-in-interest of the holders initiating the Demand Registration.

4 Reduction of Offering. If the managing Underwriter or Underwriters for a Demand Registration that is to be an underwritten offering advises the Company and the Demanding Holders in writing that the dollar amount or number of Registrable Securities which the Demanding Holders desire to sell, taken together with all other shares of Common Stock or other securities which the Company desires to sell and the shares of Common Stock or other Securities, if any, as to which registration has been requested pursuant to written contractual piggy-back registration rights held by other securityholders of the Company who desire to sell, exceeds the maximum dollar amount or maximum number of securities that can be sold in such offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of securities as determined by the Company in its sole discretion, as applicable, the "**Maximum Number of Shares**"), then the Company shall include in such registration: (i) first, the Registrable Securities as to which Demand Registration has been requested by the Demanding Holders (*pro rata* in accordance with the number of shares of Registrable Securities which such Demanding Holder has requested be included in such registration, regardless of the number of Registrable Securities held by each Demanding Holder) that can be sold without exceeding the Maximum Number of Shares; (ii) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (i), the shares of Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; (iii) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (i) and (ii), the shares of Common Stock or other securities for the account of other persons that the Company is obligated to register pursuant to written contractual arrangements (including, without limitation, any piggy-back registration rights) with such persons and that can be sold without exceeding the Maximum Number of Shares; and (iv) fourth, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (i), (ii), and (iii), the shares of Common Stock or other securities that other securityholders desire to sell that can be sold without exceeding the Maximum Number of Shares.

5 Withdrawal. If a Majority-in-interest of the Demanding Holders disapprove of the terms of any underwriting or are not entitled to include all of their Registrable Securities in any offering, such Majority-in-interest of the Demanding Holders may elect to withdraw from such offering by giving written notice to the Company and the Underwriter or Underwriters of their request to withdraw prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Demand Registration. In such event, the Company need not seek effectiveness of

such Registration Statement for the benefit of other Investors, unless otherwise required to do so. If the Majority-in-interest of the Demanding Holders withdraws from a proposed offering relating to a Demand Registration, then such registration shall not count as a Demand Registration provided for in Section 2.1.1.

**B Piggy-Back Registration.**

**1 Piggy-Back Rights.** If at any time on or after the Effective Date the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities, by the Company for its own account or for securityholders of the Company for their accounts (or by the Company and by securityholders of the Company including, without limitation, pursuant to Section 2.1), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company's existing securityholders, (iii) for an offering of debt that is convertible into equity securities of the Company or (iv) for a dividend reinvestment plan, then the Company shall (x) give written notice of such proposed filing to the holders of Registrable Securities as soon as practicable but in no event less than fifteen (15) days before the anticipated filing date, which notice shall describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, of the offering, and (y) offer to the holders of Registrable Securities in such notice the opportunity to register the sale of such number of shares of Registrable Securities as such holders may request in writing within five (5) days following receipt of such notice (a "**Piggy-Back Registration**"). The Company shall cause such Registrable Securities to be included in such registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed underwritten offering to permit the Registrable Securities requested to be included in a Piggy-Back Registration to be included on the same terms and conditions as any similar securities of the Company and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All holders of Registrable Securities proposing to distribute their securities through a Piggy-Back Registration that involves an Underwriter or Underwriters shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such Piggy-Back Registration.

**2 Reduction of Offering.** If the managing Underwriter or Underwriters for a Piggy-Back Registration that is to be an underwritten offering advises the Company and the holders of Registrable Securities in writing that the dollar amount or number of shares of Common Stock or other securities which the Company desires to sell, taken together with \_\_\_\_\_ shares of Common Stock or other securities, if any, as to which registration has been demanded pursuant to written contractual arrangements with persons other than the holders of Registrable Securities hereunder, the Registrable Securities as to which registration has been requested under this Section 2.2, and the shares of Common Stock or other securities, if any, as to which registration has been requested pursuant to the written contractual piggy-back registration rights of other

securityholders of the Company, exceeds the Maximum Number of Shares, then the Company shall include in any such registration:

i If the registration is undertaken for the Company's account: (A) first, the shares of Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the shares of Common Stock and other securities, if any, including the Registrable Securities, as to which registration has been requested pursuant to written contractual piggy-back registration rights of security holders (pro rata in accordance with the number of shares of Common Stock and other securities which each such person has actually requested to be included in such registration, regardless of the number of shares of Common Stock and other securities with respect to which such persons have the right to request such inclusion) that can be sold without exceeding the Maximum Number of Shares; and

ii If the registration is a "demand" registration undertaken at the demand of persons other than the holders of Registrable Securities pursuant to written contractual arrangements with such persons, (A) first, the shares of Common Stock and other securities for the account of the demanding persons that can be sold without exceeding the Maximum Number of Shares; (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the shares of Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; and (C) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A) and (B), the Registrable Securities as to which registration has been requested under this Section 2.2 (*pro rata* in accordance with the number of shares of Registrable Securities which each such person has actually requested to be included in such registration, regardless of the number of shares of Common Stock and other securities with respect to which such persons have the right to request such inclusion by such holder); and (D) fourth, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A), (B) and (C), the shares of Common Stock or other securities that other securityholders desire to sell that can be sold without exceeding the Maximum Number of Shares.

3 Withdrawal. Any holder of Registrable Securities may elect to withdraw such holder's request for inclusion of Registrable Securities in any Piggy-Back Registration by giving written notice to the Company of such request to withdraw prior to the effectiveness of the Registration Statement. The Company (whether on its own determination or as a result of the withdrawal by persons making a demand pursuant to written contractual obligations) may also elect to withdraw a registration statement at any time prior to the effectiveness of the Registration Statement. Notwithstanding any such withdrawal, the Company shall pay all expenses incurred by the holders of Registrable Securities in connection with such Piggy-Back Registration as provided in Section 3.3.

C Registrations on Form S-3. The holders of Registrable Securities may at any time and from time to time beginning on or after the Effective Date, request in writing that the Company register the resale of any or all of such Registrable Securities on Form S-3 or any similar short-form registration which may be available at such time ("**Form S-3**"); *provided, however*, that the Company shall not be obligated to effect such request through an underwritten offering. Upon receipt of such written request, the Company will promptly give written notice of the proposed registration to all other holders of Registrable Securities, and, as soon as practicable thereafter, effect the registration of all or such portion of such holder's or holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other holder or holders joining in such request as are specified in a written request given within five (5) days after receipt of such written notice from the Company; *provided, however*, that the Company shall not be obligated to effect any such registration pursuant to this Section 2.3: (i) if Form S-3 is not available for such offering; or (ii) if the holders of the Registrable Securities, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities at any aggregate price to the public of less than \$500,000. Registrations effected pursuant to this Section 2.3 shall not be counted as Demand Registrations effected pursuant to Section 2.1.

D No Net Cash Settlement Value. In no event will the holders of Registrable Securities be entitled to receive a net cash settlement or other consideration in lieu of physical settlement in shares of Common Stock, regardless of whether the Common Stock (or Common Stock underlying the Registrable Securities) is registered pursuant to an effective Registration Statement.

### III REGISTRATION PROCEDURES.

A Filings; Information. Whenever the Company is required to effect the registration of any Registrable Securities pursuant to Section 2, the Company shall use its best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method (s) of distribution thereof as expeditiously as practicable, and in connection with any such request:

1 Filing Registration Statement. The Company shall, as expeditiously as possible and in any event within sixty (60) days after receipt of a request for a Demand Registration pursuant to Section 2.1, prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of all Registrable Securities to be registered thereunder in accordance with the intended method(s) of distribution thereof, and shall use its best efforts to cause such Registration Statement to become and remain effective for the period required by Section 3.1.3; *provided, however*, that the Company shall have the right to defer any Demand Registration for up to thirty (30) days, and any Piggy-Back Registration for such period as may be applicable to deferment of any demand registration to which such Piggy-Back Registration relates, in each case if the Company shall furnish to the holders a certificate signed by the Chief Executive Officer of the Company stating that, in the good faith judgment of the Board of Directors of the Company, it would be materially detrimental to

the Company and its stockholders for such Registration Statement to be effected at such time; *provided further, however*, that the Company shall not have the right to exercise the right set forth in the immediately preceding proviso more than once in any 365-day period in respect of a Demand Registration hereunder.

**2 Amendments and Supplements.** The Company shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and in compliance with the provisions of the Securities Act until all Registrable Securities and other securities covered by such Registration Statement have been disposed of in accordance with the intended method(s) of distribution set forth in such Registration Statement (which period shall not exceed the sum of one hundred eighty (180) days plus any period during which any such disposition is interfered with by any stop order or injunction of the Commission or any governmental agency or court) or such securities have been withdrawn.

**3 Notification.** After the filing of a Registration Statement, the Company shall promptly, and in no event more than two (2) business days after such filing, notify the holders of Registrable Securities included in such Registration Statement of such filing, and shall further notify such holders promptly and confirm such advice in writing in all events within two (2) business days of the occurrence of any of the following: (i) when such Registration Statement becomes effective; (ii) when any post-effective amendment to such Registration Statement becomes effective; (iii) the issuance or threatened issuance by the Commission of any stop order (and the Company shall take all actions required to prevent the entry of such stop order or to remove it if entered); and (iv) any request by the Commission for any amendment or supplement to such Registration Statement or any prospectus relating thereto or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and promptly make available to the holders of Registrable Securities included in such Registration Statement any such supplement or amendment.

**4 State Securities Laws Compliance.** The Company shall use its best efforts to register or qualify the Registrable Securities covered by the Registration Statement under such securities or “blue sky” laws of such jurisdictions in the United States as the holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request.

**5 Agreements for Disposition.** The Company shall enter into customary agreements (including, if applicable, an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities. The representations, warranties and covenants of the Company in any underwriting agreement which are made to or for

the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of the holders of Registrable Securities included in such registration statement. No holder of Registrable Securities included in such registration statement shall be required to make any representations or warranties in the underwriting agreement except, if applicable, with respect to such holder's organization, good standing, authority, title to Registrable Securities, lack of conflict of such sale with such holder's material agreements and organizational documents, and with respect to written information relating to such holder that such holder has furnished in writing expressly for inclusion in such Registration Statement. Holders of Registrable Securities shall agree to such covenants and indemnification and contribution obligations for selling stockholders as are customarily contained in agreements of that type. Further, such holders shall cooperate fully in the preparation of the registration statement and other documents relating to any offering in which they include securities pursuant to Section 2 hereof; *provided, however*, that such cooperation shall be limited to furnishing to the Company such information regarding itself, the Registrable Securities held by such holder and the intended method of disposition of such securities as shall be reasonably required to effect the registration of the Registrable Securities.

**6 Cooperation.** The principal executive officer of the Company, the principal financial officer of the Company, the principal accounting officer of the Company and all other officers and members of the management of the Company shall cooperate fully in any offering of Registrable Securities hereunder, which cooperation shall include, without limitation, the preparation of the Registration Statement with respect to such offering and all other offering materials and related documents, and participation in meetings with Underwriters, attorneys, accountants and potential investors.

**7 Records.** The Company shall make available for inspection by the holders of Registrable Securities included in such Registration Statement, any Underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other professional retained by any holder of Registrable Securities included in such Registration Statement or any Underwriter, all financial and other records, pertinent corporate documents and properties of the Company, as shall be necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information reasonably requested by any of them in connection with such Registration Statement.

**8 Opinions and Comfort Letters.** The Company shall furnish to each holder of Registrable Securities included in any Registration Statement a signed counterpart, addressed to such holder, of (i) any opinion of counsel to the Company delivered to any Underwriter, and (ii) any comfort letter from the Company's independent public accountants delivered to any Underwriter. In the event no legal opinion is delivered to any Underwriter, the Company shall furnish to each holder of Registrable Securities included in such Registration Statement, at any time that such holder elects to use a prospectus, an opinion of counsel to the Company to the effect that the Registration Statement containing such prospectus has been declared effective and that no stop order is in effect.

9 Listing. The Company shall use its best efforts to cause all Registrable Securities included in any registration to be listed on such exchanges or otherwise designated for trading in the same manner as similar securities issued by the Company are then listed or designated or, if no such similar securities are then listed or designated, in a manner satisfactory to the holders of a Majority-in-interest of the Registrable Securities included in such registration.

B Obligation to Suspend Distribution. Upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3.1.4(iv), or, in the case of a resale registration on Form S-3 pursuant to Section 2.3 hereof, upon any suspension by the Company, pursuant to a written insider trading compliance program adopted by the Company's Board of Directors, of the ability of all "insiders" covered by such program to transact in the Company's securities because of the existence of material non-public information, each holder of Registrable Securities included in any registration shall immediately discontinue disposition of such Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such holder receives the supplemented or amended prospectus contemplated by Section 3.1.4(iv) or the restriction on the ability of "insiders" to transact in the Company's securities is removed, as applicable, and, if so directed by the Company, each such holder will deliver to the Company all copies, other than permanent file copies then in such holder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice.

C Registration Expenses. The Company shall bear all costs and expenses incurred in connection with any Demand Registration pursuant to Section 2.1, any Piggy-Back Registration pursuant to Section 2.2, and any registration on Form S-3 effected pursuant to Section 2.3, and all expenses incurred in performing or complying with its other obligations under this Agreement, whether or not the Registration Statement becomes effective, including, without limitation: (i) all registration and filing fees; (ii) fees and expenses of compliance with securities or "blue sky" laws (including fees and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities); (iii) printing expenses; (iv) the Company's internal expenses (including, without limitation, all salaries and expenses of its officers and employees); (v) the fees and expenses incurred in connection with the listing of the Registrable Securities as required by Section 3.1.9; (vi) Financial Industry Regulatory Authority, Inc. fees; (vii) fees and disbursements of counsel for the Company and fees and expenses for independent certified public accountants retained by the Company (including the expenses or costs associated with the delivery of any opinions or comfort letters requested pursuant to Section 3.1.8); (viii) the fees and expenses of any special experts retained by the Company in connection with such registration; and (ix) the fees and expenses of one legal counsel selected by the holders of a Majority-in-interest of the Registrable Securities included in such registration. The Company shall have no obligation to pay any underwriting discounts or selling commissions attributable to the Registrable Securities being sold by the holders thereof, which underwriting discounts or selling commissions shall be borne solely by such holders. Additionally, in an underwritten offering, all selling securityholders and the Company shall bear the expenses of the underwriter *pro rata* in proportion to the respective dollar amount of securities each is selling in such offering.

**D Information.** The holders of Registrable Securities shall provide such information as may reasonably be requested by the Company, or the managing Underwriter, if any, in connection with the preparation of any Registration Statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act pursuant to Section 2 and in connection with the Company's obligation to comply with federal and applicable state securities laws.

**E Holder Obligations.** No holder of Registrable Securities may participate in any underwritten offering pursuant to this Section 3 unless such holder (i) agrees to sell only such holder's Registrable Securities on the basis reasonably provided in any underwriting agreement, and (ii) completes, executes and delivers any and all questionnaires, powers of attorney, custody agreements, indemnities, underwriting agreements and other documents reasonably required by or under the terms of any underwriting agreement or as reasonably requested by the Company.

#### IV INDEMNIFICATION AND CONTRIBUTION.

**A Indemnification by the Company.** The Company agrees to indemnify and hold harmless each Investor and each other holder of Registrable Securities, and each of their respective officers, employees, affiliates, directors, partners, members, attorneys and agents, and each person, if any, who controls an Investor and each other holder of Registrable Securities (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) (each, an "**Investor Indemnified Party**"), from and against any expenses, losses, judgments, claims, damages or liabilities, whether joint or several, arising out of or based upon any untrue (or allegedly untrue) statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, free writing prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to such Registration Statement, or arising out of or based upon any omission (or alleged omission) to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any rule or regulation promulgated thereunder applicable to the Company and relating to action required of the Company in connection with any such registration; and the Company shall promptly reimburse the Investor Indemnified Party for any reasonable legal and any other reasonable expenses incurred by such Investor Indemnified Party in connection with defending any such expense, loss, judgment, claim, damage, liability or action; *provided, however*, that the Company will not be liable in any such case to the extent that any such expense, loss, claim, damage or liability arises out of or is based upon any untrue statement or allegedly untrue statement or omission or alleged omission made in such Registration Statement, preliminary prospectus, free writing prospectus, final prospectus, or summary prospectus, or any such amendment or supplement, in reliance upon and in conformity with information furnished to the Company, in writing, by such selling holder expressly for use therein.

**B Indemnification by Holders of Registrable Securities.** Each selling holder of Registrable Securities will, in the event that any registration is being effected under the Securities Act pursuant to this Agreement of any Registrable Securities held by such selling

holder, indemnify and hold harmless the Company, each of its directors and officers and each underwriter (if any), and each other person, if any, who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any losses, claims, judgments, damages or liabilities, whether joint or several, insofar as such losses, claims, judgments, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or allegedly untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to the Registration Statement, or arise out of or are based upon any omission or the alleged omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, if the statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company by such selling holder expressly for use therein, and shall reimburse the Company, its directors and officers, and each such controlling person for any legal or other expenses reasonably incurred by any of them in connection with investigation or defending any such loss, claim, damage, liability or action. Each selling holder's indemnification obligations hereunder shall be several and not joint and shall be limited to the amount of any net proceeds actually received by such selling holder in connection with the sale of the Registrable Securities by such selling holder pursuant to the Registration Statement containing such untrue statement or allegedly untrue statement.

C Conduct of Indemnification Proceedings. Promptly after receipt by any person of any notice of any loss, claim, damage or liability or any action in respect of which indemnity may be sought pursuant to Section 4.1 or 4.2, such person (the "**Indemnified Party**") shall, if a claim in respect thereof is to be made against any other person for indemnification hereunder, promptly notify such other person (the "**Indemnifying Party**") in writing of the loss, claim, judgment, damage, liability or action; *provided, however*, that the failure by the Indemnified Party to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which the Indemnifying Party may have to such Indemnified Party hereunder, except and solely to the extent the Indemnifying Party is actually prejudiced by such failure. If the Indemnified Party is seeking indemnification with respect to any claim or action brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in such claim or action, and, to the extent that it elects, jointly with all other Indemnifying Parties, to assume control of the defense thereof with counsel satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume control of the defense of such claim or action, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; *provided, however*, that in any action in which both the Indemnified Party and the Indemnifying Party are named as defendants, the Indemnified Party shall have the right to employ separate counsel (but no more than one such separate counsel) to represent the Indemnified Party and its controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Indemnified Party against the Indemnifying Party, with the fees and expenses of such counsel to be paid by such Indemnifying Party if, based upon the written opinion of counsel of such Indemnified Party, representation of both parties by the same counsel would be

inappropriate due to actual or potential differing interests between them. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, consent to entry of judgment or effect any settlement of any claim or pending or threatened proceeding in respect of which the Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such judgment or settlement includes an unconditional release of such Indemnified Party from all liability arising out of such claim or proceeding.

#### D Contribution.

1 If the indemnification provided for in the foregoing Sections 4.1, 4.2 and 4.3 is unavailable to any Indemnified Party in respect of any loss, claim, damage, liability or action referred to herein, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to the relative fault of the Indemnified Parties and the Indemnifying Parties in connection with the actions or omissions which resulted in such loss, claim, damage, liability or action, as well as any other relevant equitable considerations. The relative fault of any Indemnified Party and any Indemnifying Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such Indemnified Party or such Indemnifying Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

2 The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.4 were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding Section 4.4.1. The amount paid or payable by an Indemnified Party as a result of any loss, claim, damage, liability or action referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4.4, no holder of Registrable Securities shall be required to contribute any amount in excess of the dollar amount of the net proceeds (after payment of any underwriting fees, discounts, commissions or taxes) actually received by such holder from the sale of Registrable Securities which gave rise to such contribution obligation. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

#### V OTHER COVENANTS.

A Rule 144. The Company covenants that it shall file any reports required to be filed by it under the Securities Act and the Exchange Act and shall take such further action as the holders of Registrable Securities may reasonably request, all to the extent required from time to time to enable such holders to sell Registrable Securities without

registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar Rule or regulation (but not Rule 144A) hereafter adopted by the Commission.

## VI MISCELLANEOUS.

A Assignment; No Third Party Beneficiaries. This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part. This Agreement and the rights, duties and obligations of the holders of Registrable Securities hereunder may be freely assigned or delegated by such holder of Registrable Securities in conjunction with and to the extent of any transfer of Registrable Securities by any such holder in accordance with applicable law. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and their respective successors and the permitted assigns of the Investor or holder of Registrable Securities or of any assignee of the Investor or holder of Registrable Securities. This Agreement is not intended to confer any rights or benefits on any persons that are not party hereto other than as expressly set forth in Article 4 and this Section 6.1.

B Notices. All notices, demands, requests, consents, approvals or other communications (collectively, “**Notices**”) required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be personally served, sent by registered or certified mail, return receipt requested, or sent by reputable air courier service with charges prepaid, addressed as set forth below, or to such other address as such party shall have specified most recently by written notice provided in accordance with this Section 6.2. Notice shall be deemed given on the date of service if served personally, on the third business day after registration or certification, if sent by registered or certified mail, or on the next business day following timely delivery of such notice to a reputable air courier service with an order for next-day delivery, if sent by such courier service.

If to the Company:

Global Consumer Acquisition Corp.

1370 Avenue of the Americas

28<sup>th</sup> Floor

New York, New York 10019

Attn: Chief Executive Officer

Fax: (212) 445-7800

with a copy to:

Proskauer Rose LLP  
1585 Broadway  
New York, New York 10036  
Attn: Jeffrey Horwitz, Esq.  
Fax: (212) 969-2900

If to an Investor, to the attention of the Investor at the address set forth opposite his, her or its respective name on the signature page hereto.

C Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

D Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

E Entire Agreement. This Agreement (including all agreements entered into pursuant hereto and all certificates and instruments delivered pursuant hereto and thereto) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written.

F Modifications and Amendments. No amendment, modification or termination of this Agreement shall be binding upon any party unless executed in writing by such party.

G Titles and Headings. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

H Waivers and Extensions. Any party to this Agreement may waive any right, breach or default which such party has the right to waive, *provided* that such waiver will not be effective against the waiving party unless it is in writing, is signed by such party,

and specifically refers to this Agreement. Waivers may be made in advance or after the right waived has arisen or the breach or default waived has occurred. Any waiver may be conditional. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof nor of any other agreement or provision herein contained. No waiver or extension of time for performance of any obligations or acts shall be deemed a waiver or extension of the time for performance of any other obligations or acts.

I Governing Law. This Agreement shall be governed by, interpreted under, and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed within the State of New York, without giving effect to any choice-of-law provisions thereof that would compel the application of the substantive laws of any other jurisdiction.

J Waiver of Trial by Jury. Each party hereby irrevocably and unconditionally waives the right to a trial by jury in any action, suit, counterclaim or other proceeding (whether based on contract, tort or otherwise) arising out of, connected with or relating to this Agreement, the transactions contemplated hereby, or the actions of any Investor in the negotiation, administration, performance or enforcement hereof.

[The remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

**GLOBAL CONSUMER ACQUISITION CORP.,** a  
Delaware corporation

By: /s/ Scott LaPorta

Name: Scott LaPorta

Its Chief Executive Officer

November 20, 2007

Global Consumer Acquisition Corp.  
1370 Avenue of the Americas, 28<sup>th</sup> Floor  
New York, New York 10019

Re: Initial Public Offering of Global Consumer Acquisition Corp.

Ladies and Gentlemen:

This letter is being delivered to you in connection with the initial public offering (the “**IPO**”) of the securities of Global Consumer Acquisition Corp. (the “**Company**”) pursuant to the Registration Statement (as defined below). Certain capitalized terms used herein are defined in paragraph 13 hereof.

In order to induce the Company to proceed with the IPO, and in recognition of the benefit that such IPO will confer upon the undersigned as a stockholder of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees with the Company as follows:

1. If the Company solicits approval of its stockholders of a Business Combination, the undersigned will vote all Insider Shares owned by the undersigned in accordance with the majority of the votes cast by the holders of the IPO Shares.

2. In the event that the underwriters of the IPO do not exercise their over-allotment option in full as described in the prospectus (the “**Prospectus**”) contained in the Registration Statement, the undersigned agrees that a certain amount of the Insider Shares owned by the undersigned as set forth opposite his, her or its name on Schedule A attached hereto (or a pro rata portion thereof, in the event the over-allotment option is partially exercised) will be redeemed by the Company at a price of \$0.001 per share, and will take all such actions necessary to effect such redemption. In connection with the foregoing, the undersigned acknowledges that the certificate or certificates representing the Insider Shares owned by the undersigned is or are being held by the Company and agrees to authorize the officers of the Company and their designee to cancel such certificate or certificates and reissue a new certificate or certificates representing the number of Insider Shares to be owned by the undersigned after the redemption as set forth opposite his, her or its name on Schedule A attached hereto.

3. The undersigned agrees that during the period specified below (the “**Lock-Up Period**”), the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of, directly or indirectly, any Insider Shares

Insider Warrants owned directly by the undersigned (including holding as a custodian) or with respect to each of which the undersigned has beneficial ownership as defined by the rules and regulations of the Securities and Exchange Commission (collectively the “**Undersigned’s Shares**”).

The foregoing restriction is expressly agreed to preclude the undersigned or any affiliate of the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned’s Shares even if the Undersigned’s Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include, without limitation, any short sale or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any of the Undersigned’s Shares or with respect to any security that includes, relates to, or derives any significant part of its value from the Undersigned’s Shares.

Notwithstanding the foregoing, during the Lock-Up Period the undersigned may transfer all or a portion of the Undersigned’s Shares (i) as a bona fide gift or gifts, provided that the donee or donees thereof agree to be bound by the restrictions set forth herein or (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value. For purposes hereof, “immediate family” shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. In addition, notwithstanding the foregoing, if the undersigned is a Hayground Cove Entity, the undersigned may (a) transfer the Undersigned’s Shares to any of the funds and accounts of Hayground Cove Asset Management LLC, which transfers will (i) take place monthly contingent upon the capital movements of such funds and accounts and (ii) be structured as purchases and sales for such funds and accounts, and (b) distribute the Undersigned’s Shares to any investors in the undersigned or any other Hayground Cove Entity, any wholly owned subsidiary, partner, member or affiliate of the undersigned; provided, however, that any such distribution to an investor may be made only upon such investor’s written agreement to be bound by the terms of this paragraph 3.

The Lock-Up Period will commence on the date of the consummation of the IPO and continue (a) for a period of 180 days after the closing date of a Business Combination with respect to any Insider Shares or (b) until the closing date of a Business Combination with respect to any Insider Warrants.

The undersigned agrees and consents to the entry of stop transfer instructions with the Company’s transfer agent and registrar against the transfer of the Undersigned’s Shares except in compliance with the foregoing restrictions.

The undersigned understands and agrees that this paragraph 3 is irrevocable and shall be binding upon the undersigned’s heirs, legal representatives, successors, and assigns.

This paragraph 3 is intended to create a third party beneficiary rights on behalf of each of the underwriters of the IPO and no provisions hereof may be amended or waived without the prior written consent of each of the underwriters of the IPO.

4. The undersigned acknowledges that it has read the Prospectus and understands that the Company has established the Trust Account with the net proceeds of the IPO and the insider private placement of Insider Warrants for the benefit of the public stockholders and that the Company may disburse monies from the Trust Account only (i) to the public stockholders in the event of the conversion of their shares or the liquidation of the Company or (ii) to the Company after it consummates an initial Business Combination described in the Prospectus, and hereby agrees that he, she or it does not have any right, title, interest or claim of any kind in or to any monies in the Trust Account (each a “**Claim**”) and hereby waives any Claim it may have in the future as a result of, or arising out of, the Undersigned’s Shares or any negotiations, contracts or agreements with the Company, and will not seek recourse against the Trust Account for any reason whatsoever.

5. If the undersigned is Hayground Cove Asset Management LLC, then, in the event of the liquidation of the Trust Account, the undersigned agrees to indemnify and hold harmless the Trust Account from and against all debts and obligations of the Company and/or the Trust Account to, and all claims against the Company and/or the Trust Account by, (i) any third party for services rendered, products sold or financing provided to the Company or (ii) by any potential business target of the Company or any affiliate of any such potential business target (whether or not the Company has entered into an acquisition agreement with such potential business target or any affiliate of such potential business target), but in each case only to the extent that such debts, obligations and claims actually reduce the aggregate amount of funds in, or distributable (or distributed) to the stockholders of the Company from, the Trust Account and only if such third party, potential business target or affiliate of such potential business target has not executed a legal, valid and binding agreement which is enforceable by the Company and pursuant to which such third party, potential business target or affiliate of such potential business target has legally and validly waived such debts and obligations of, and such claims against, the Company and the Trust Account. The undersigned will have the right to defend against any such claim with counsel of its choice reasonably satisfactory to the Company if, within 15 days following written receipt of notice of the claim to the undersigned, the undersigned notifies the Company in writing that the undersigned will undertake such defense. To the extent required to indemnify the Trust Account hereunder, the undersigned will pay any claims for indemnification directly to the Trust Account. The Company shall use its best efforts to enforce the undersigned’s indemnification obligations hereunder. The undersigned authorizes any employer, financial institution, or consumer credit reporting agency to release to the Company, Deutsche Bank Securities Inc. and their legal representatives or agents (including any investigative search firm) any information he or it may have about the undersigned’s background and finances (“**Information**”), provided that the Information is used solely to determine the truth and accuracy of the undersigned’s representations hereunder and the disclosure in the Registration Statement and for no other purpose; provided further that the Company and Deutsche Bank Securities Inc. shall use best efforts to keep the Information confidential and shall not disclose the Information to any other person or entity without the prior written consent of the undersigned, unless such disclosure (i) is required by law or regulation or requested in connection with a judicial proceeding or governmental investigation or (ii) was disclosed in the Registration Statement. None of the Company, Deutsche Bank Securities Inc. or their agents shall be violating the undersigned’s right of privacy in any manner in requesting and obtaining the Information and the undersigned hereby releases them from liability for any damage whatsoever in that connection.

6. The undersigned authorizes any employer, financial institution, or consumer credit reporting agency to release to the Company, Deutsche Bank Securities Inc. and their legal representatives or agents (including any investigative search firm) any information he or it may have about the undersigned's background and finances ("Information"), provided that the Information is used solely to determine the truth and accuracy of the undersigned's representations hereunder and the disclosure in the Registration Statement and for no other purpose; provided further that the Company and Deutsche Bank Securities Inc. shall use best efforts to keep the Information confidential and shall not disclose the Information to any other person or entity without the prior written consent of the undersigned, unless such disclosure (i) is required by law or regulation or requested in connection with a judicial proceeding or governmental investigation or (ii) was disclosed in the Registration Statement. None of the Company, Deutsche Bank Securities Inc. or their agents shall be violating the undersigned's right of privacy in any manner in requesting and obtaining the Information and the undersigned hereby releases them from liability for any damage whatsoever in that connection.

7. None of the undersigned, any member of the family of the undersigned, nor any Affiliate of the undersigned will be entitled to receive or accept from the Company a finder's fee, broker commission or any other compensation in the event the undersigned, any member of the family of the undersigned or any Affiliate of the undersigned originates a Business Combination.

8. This letter agreement shall be binding on the Company and the undersigned and the undersigned's respective successors, heirs, personal representatives and assigns. This letter agreement shall terminate on the earlier of (i) the date upon which the Business Combination is consummated and (ii) the date upon which the liquidation and distribution of the Trust Account is completed, provided, that the following Sections shall survive such termination: 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14.

9. This letter agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflict of law principles that would result in the application of the substantive laws of another jurisdiction.

10. Each of the Company and the undersigned hereby (i) agrees that any action, proceeding or claim against him or it arising out of or relating in any way to this letter agreement shall be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive and (ii) waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

11. Each party hereto hereby irrevocably and unconditionally waives the right to a trial by jury in any action, suit, counterclaim or other proceeding (whether based on contract, tort or otherwise) arising out of, connected with or relating to this letter agreement.

12. This letter agreement may be executed in several counterparts, each one of which shall constitute an original, and together shall constitute but one instrument.

13. As used herein:

13.1 “**Affiliate**” shall have the meaning ascribed to it in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended.

13.2 “**Business Combination**” shall have the meaning set forth in the Amended and Restated Articles of Incorporation of the Company.

13.3 “**Hayground Cove Entity**” shall mean the each of the following entities:

- Hayground Cove Asset Management LLC
- Hayground Cove Institutional Partners LP
- Hayground Cove Overseas Partners Ltd.
- Hayground Cove Turbo Fund LP
- Hayground Cove Turbo Fund Ltd.
- Hayground Cove Equity Market Neutral Fund LP
- Hayground Cove Equity Market Neutral Fund Ltd.
- Hayground Cove Fund Management LLC
- Hayground Cove Associates LP
- Atlas Master Fund Ltd.
- First New York Securities LLC
- TE Hayground Cove Portfolio Ltd.
- Man Mac Lucendro 5B Limited

13.4 “**Insider**” shall mean each of the following entities and natural persons:

- Hayground Cove Asset Management LLC
- Hayground Cove Institutional Partners LP
- Hayground Cove Overseas Partners Ltd.
- Hayground Cove Turbo Fund LP
- Hayground Cove Turbo Fund Ltd.
- Hayground Cove Equity Market Neutral Fund LP
- Hayground Cove Equity Market Neutral Fund Ltd.
- TE Hayground Cove Portfolio Ltd.
- Man Mac Lucendro 5B Limited
- Scott LaPorta
- Marc Soloway
- Andrew Nelson
- Evan Wax
- Laura Conover
- Jennifer Albrecht
- Tim Collins
- Jonathan Hamel
- Ingrid Kvam
- Mira Cho
- Robert Foresman

Carl H. Hahn  
Philip A. Marineau  
Steven Westly  
Banyan Tree Capital Limited

13.5 “**Insider Shares**” shall mean all of the shares of Common Stock, including the shares of Common Stock issuable upon the exercise of warrants (other than the Insider Warrants) owned by an Insider prior to the IPO.

13.6 “**Insider Warrants**” shall mean all of the warrants issued and sold by the Company pursuant to that certain (1) Warrant Subscription Agreement by and between the Company and Hayground Cove Asset Management LLC, dated July 19, 2007, and (2) Warrant Subscription Agreement by and between the Company and Scott LaPorta, dated August 1, 2007.

13.7 “**IPO Shares**” shall mean the shares of Common Stock comprising the units issued in the Company’s IPO.

13.8 “**Registration Statement**” shall mean the registration statement filed by the Company on Form S-1 (No. 333-144799) with the Securities and Exchange Commission on July 24, 2007, and any amendment or supplement thereto, in connection with the IPO.

13.9 “**Trust Account**” shall mean the trust account established pursuant to the Trust Agreement, the amounts therein to be released only in the event of the consummation of a Business Combination, a liquidation of the Company or as otherwise permitted by the Trust Agreement.

14. No term or provision of this letter agreement may be amended, changed, waived altered or modified except by written instrument executed and delivered by the undersigned and the Company.

15. This letter constitutes the entire agreement and understanding among the parties hereto in respect of the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, including the letter agreement between the Company and the undersigned dated as of October 3, 2007.

[Remainder of page intentionally left blank]

Sincerely,

By: /s/ Jason N. Ader

Name: Jason N. Ader

Title: Sole Member

Accepted and agreed:

**GLOBAL CONSUMER ACQUISITION CORP.**

By: /s/ Scott LaPorta

Name: Scott LaPorta

Title: President and Chief Executive Officer