
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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 **February 28, 2013**

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 **333-177567**

GLOBAL LINES INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation or organization)

99-0367049

(IRS Employer Identification No.)

16400 Collins Avenue, Unit 2142, Sunny Isles Beach, FL 33160

(Address of principal executive offices) (zip code)

954.889.7573

(Registrant's telephone number, including area code)

Not Applicable

(Former name, former address and former fiscal year, if changed since last report)

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 has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files)

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

APPLICABLE ONLY TO CORPORATE ISSUERS

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date

7,300,000 shares of common stock issued and outstanding as of May 15, 2013.

TABLE OF CONTENTS

<u>PART I - FINANCIAL INFORMATION</u>	<u>3</u>
<u>Item 1. Condensed Unaudited Financial Statements.</u>	<u>3</u>
<u>Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.</u>	<u>5</u>
<u>Item 3. Quantitative and Qualitative Disclosures About Market Risk.</u>	<u>9</u>
<u>Item 4. Controls and Procedures.</u>	<u>9</u>
<u>PART II - OTHER INFORMATION</u>	<u>10</u>
<u>Item 1. Legal Proceedings.</u>	<u>10</u>
<u>Item 1A. Risk Factors.</u>	<u>10</u>
<u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>10</u>
<u>Item 3. Defaults Upon Senior Securities.</u>	<u>10</u>
<u>Item 4. Mine Safety Disclosures.</u>	<u>10</u>
<u>Item 5. Other Information</u>	<u>10</u>
<u>Item 6. Exhibits.</u>	<u>11</u>
<u>SIGNATURES</u>	<u>12</u>

PART I - FINANCIAL INFORMATION

Item 1. Condensed Unaudited Financial Statements.

Global Lines Inc.
(A Development Stage Company)

February 28, 2013

Index

Condensed Balance Sheets	F-1
Condensed Statements of Operations	F-2
Condensed Statements of Cash Flows	F-3
Notes to the Condensed Financial Statements	F-4

Global Lines Inc.
(A Development Stage Company)
Condensed Balance Sheets
(Expressed in US dollars)

	February 28, 2013 <u>(Unaudited)</u>	August 31, 2012 <u></u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 18	\$ 1,462
Deposits	4,000	4,000
Total Current Assets	4,018	5,462
Total Assets	\$ 4,018	\$ 5,462
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
Current Liabilities		
Notes payable-related parties	\$ –	\$ 20,604
Total Current Liabilities	–	20,604
Total Liabilities	–	20,604
Stockholders' Equity (Deficit)		
Common stock, \$0.001 par value, 75,000,000 shares authorized, 7,300,000 and 7,300,000 shares issued and outstanding, respectively	7,300	7,300
Additional paid in capital	45,604	20,700
Deficit accumulated during the development stage	(48,886)	(43,142)
Total Stockholders' Equity (Deficit)	4,018	(15,142)
Total Liabilities and Stockholders' Equity (Deficit)	\$ 4,018	\$ 5,462

(The accompanying notes are an integral part of these unaudited condensed financial statements)

Global Lines Inc.
(A Development Stage Company)
Condensed Statements of Operations
(Expressed in US dollars)
(Unaudited)

	Three Months Ended February 28, 2013 \$	February 29, 2012 \$	Six Months Ended February 28, 2013 \$	February 29, 2012 \$	Accumulated from June 6, 2011 (Inception) to February 28, 2013 \$
Revenues	–	–	–	–	–
Operating expenses					
Professional fees	1,000	1,560	3,900	6,560	45,828
General and administrative expenses	1,762	91	1,844	177	3,058
Depreciation expense	–	598	–	914	–
Total Operating Expenses	2,762	2,249	5,744	7,651	48,886
Net Loss From Operations	(2,762)	(2,249)	(5,744)	(7,651)	(48,886)
Provision for Income Taxes	–	–	–	–	–
Net Loss	(2,762)	(2,249)	(5,744)	(7,651)	(48,886)
Net Loss Per Share: Basic and Diluted	(0.00)	(0.00)	(0.00)	(0.00)	
Weighted Average Number of Shares Outstanding: Basic and Diluted	7,300,000	4,956,044	7,300,000	4,978,022	

(The accompanying notes are an integral part of these unaudited condensed financial statements)

Global Lines Inc.
(A Development Stage Company)
Condensed Statements of Cash Flows
(Expressed in US dollars)
(Unaudited)

	Six Months Ended February 28, 2013 \$	Six Months Ended February 29, 2012 \$	Accumulated from June 6, 2011 (date of inception) to February 28, 2013 \$
Cash Flows From Operating Activities			
Net income (loss) for the period	(5,744)	(7,651)	(48,886)
Adjustments to reconcile net loss to cash provided in operating activities: Depreciation	–	914	–
Changes in operating assets and liabilities:			
Expenses paid on behalf of the company by a related party	–	–	7,000
Increase in deposits	–	(4,000)	(4,000)
Cash Flows Used in Operating Activities	(5,744)	(10,737)	(45,886)
Cash Flows From Financing activities			
Proceeds from sale of common stock	–	500	28,000
Director loans	4,300	6,000	17,904
Cash Flows Provided by Financing Activities	4,300	6,500	45,904
Net Increase (Decrease) In Cash	(1,444)	(4,237)	18
Cash, beginning of period	1,462	4,588	–
Cash, end of period	18	351	18
Non-cash investing and financing activities:			
Capital contributions by related party	24,904	–	24,904
Note payable issued for purchase of fixed assets	–	–	8,000
Supplemental disclosures:			
Interest paid	–	–	–
Income taxes paid	–	–	–

(The accompanying notes are an integral part of these unaudited condensed financial statements)

1. Nature of Operations

Global Lines Inc. (the “Company” or “Global”) was incorporated under the laws of the State of Nevada on June 6, 2011. We are a development stage company that is involved in a limousine service. Global Lines Inc. will be actively engaged in providing chauffeuring and transportation services to residents within its local Florida market.

2. Condensed Financial Statements

The accompanying financial statements have been prepared by the Company without audit. In the opinion of management, all adjustments (which include only normal recurring adjustments) necessary to present fairly the financial position, results of operations, and cash flows at February 28, 2013, and for all periods presented herein, have been made.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted. It is suggested that these condensed financial statements be read in conjunction with the financial statements and notes thereto included in the Company's August 31, 2012 audited financial statements. The results of operations for the period ended February 28, 2013 are not necessarily indicative of the operating results for the full year.

3. Going Concern

The accompanying financial statements have been prepared in conformity with generally accepted accounting principle, which contemplate continuation of the Company as a going concern. However, the Company had no revenues as of February 28, 2013. The Company currently has limited working capital, and has not completed its efforts to establish a stabilized source of revenues sufficient to cover operating costs over an extended period of time.

Management anticipates that the Company will be dependent, for the near future, on additional investment capital to fund operating expenses. The Company intends to position itself so that it may be able to raise additional funds through the capital markets. In light of management's efforts, there are no assurances that the Company will be successful in this or any of its endeavors or become financially viable and continue as a going concern.

4. Summary of Significant Accounting Policies

Development Stage Company

The accompanying financial statements have been prepared in accordance with generally accepted accounting principles related to development stage companies. A development-stage company is one in which planned principal operations have not commenced or if its operations have commenced, there has been no significant revenues there from.

Basis of Presentation

The financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States of America and are presented in US dollars.

Accounting Basis

The Company uses the accrual basis of accounting and accounting principles generally accepted in the United States of America (“GAAP” accounting). The Company has adopted August 31 as a fiscal year end.

Cash and Cash Equivalents

The Company considers all highly liquid investments with the original maturities of three months or less to be cash equivalents. The Company had \$18 and \$1,462 of cash as of February 28, 2013 and August 31, 2012.

Fair Value of Financial Instruments

The Company's financial instruments consist of cash and cash equivalents and amounts due to shareholder. The carrying amount of these financial instruments approximates fair value due either to length of maturity or interest rates that approximate prevailing market rates unless otherwise disclosed in these financial statements.

4. Summary of Significant Accounting Policies (continued)

Income Taxes

Income taxes are computed using the asset and liability method. Under the asset and liability method, deferred income tax assets and liabilities are determined based on the differences between the financial reporting and tax bases of assets and liabilities and are measured using the currently enacted tax rates and laws. A valuation allowance is provided for the amount of deferred tax assets that, based on available evidence, are not expected to be realized.

Use of Estimates

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

Basic Loss Per Share

Basic loss per share is calculated by dividing the Company's net loss applicable to common shareholders by the weighted average number of common shares during the period. Diluted earnings per share is calculated by dividing the Company's net income available to common shareholders by the diluted weighted average number of shares outstanding during the year. The diluted weighted average number of shares outstanding is the basic weighted number of shares adjusted for any potentially dilutive debt or equity. There are no such common stock equivalents outstanding as of February 28, 2013.

Comprehensive Income

The Company has which established standards for reporting and display of comprehensive income, its components and accumulated balances. When applicable, the Company would disclose this information on its Statement of Stockholders' Equity. Comprehensive income comprises equity except those resulting from investments by owners and distributions to owners. The Company has not had any significant transactions that are required to be reported in other comprehensive income.

Recent Accounting Pronouncements

Global Lines Inc. does not expect the adoption of recently issued accounting pronouncements to have a significant impact on the Company's results of operations, financial position or cash flow.

5. Related Party Transactions

During the period from inception on June 6, 2011 through January 24, 2013, the Company's former director loaned \$24,904 to the Company for business operations. The loan was unsecured, non-interest bearing and due on demand.

On January 24, 2013, the former director agreed to forgive the \$24,904 owed to the former director. On January 24, 2013, the Company recorded the forgiveness of debt of \$24,904 as a capital contribution by a related party.

6. Stockholder's Equity

The Company has 75,000,000, \$0.001 par value shares of common stock authorized. There were 7,300,000 shares of common stock issued and outstanding as of February 28, 2013 and August 31, 2012.

For the year ended August 31, 2011, the Company issued 4,500,000 shares of common stock for cash proceeds of \$ 4,500 at \$0.001 per share.

For the year ended August 31, 2012, the Company issued 500,000 shares of common stock for cash proceeds of \$500 at \$0.001 per share.

On February 14, 2012, the Company issued 2,300,000 shares of common stock for cash proceeds of \$23,000 at \$0.01 per share.

7. Commitment

On February 19, 2013, the Company entered into a letter of intent (the "Letter of Intent") to acquire all of the issued and outstanding securities of Alkaline 84, LLC ("Alkaline"). Pursuant to the Letter of Intent the Company would issue 43,000,000 shares of common stock in exchange for all of the issued and outstanding shares of Alkaline. In addition, the Company would complete private placements for gross proceeds of at least \$500,000 prior to completing the acquisition and additional private placements for gross proceeds of at least \$250,000 within 135 days of the closing date.

Upon the execution of the Letter of Intent, the Company arranged a \$150,000 bridge loan for Alkaline. On February 21, 2013, Alkaline received \$150,000 pursuant to a note payable (the "Note") from a third party. If the Company completes the acquisition of Alkaline, the Note becomes convertible into units at a price of \$0.40 per unit. Each unit will consist of one common share of the Company, one share purchase warrant (the "First Warrant") and one-half of one share purchase warrant (the "Second Warrant"). The First Warrant entitles the holder to acquire an additional common share of the Company at \$0.50 per share for two years from the date of issuance. Each whole Second Warrant entitles the holder to acquire an additional common share of the Company at \$0.60 per share for two years from the date of issuance.

8. Subsequent Events

In accordance with ASC 855-10 the Company has analyzed its operations subsequent to February 28, 2013 through the date of this report, and has determined that the only material subsequent event requiring disclosure is the following:

On April 17, 2013, Alkaline (Note 7) received \$25,000 pursuant to a note payable (the "Subsequent Note"). If the Company completes the acquisition of Alkaline, the Subsequent Note becomes convertible into units at a price of \$0.40 per unit. Each unit will consist of one common share of the Company, one share purchase warrant (the "First Warrant") and one-half of one share purchase warrant (the "Second Warrant"). The First Warrant entitles the holder to acquire an additional common share of the Company at \$0.50 per share for two years from the date of issuance. Each whole Second Warrant entitles the holder to acquire an additional common share of the Company at \$0.60 per share for two years from the date of issuance.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

Forward-Looking Statements

This quarterly report on Form 10-Q contains forward-looking statements. Forward-looking statements are projections of events, revenues, income, future economic performance or management’s plans and objectives for future operations. In some cases, you can identify forward-looking statements by the use of terminology such as “may”, “should”, “expects”, “plans”, “anticipates”, “believes”, “estimates”, “predicts”, “potential” or “continue” or the negative of these terms or other comparable terminology. These statements are only predictions and involve known and unknown risks, uncertainties and other factors, which may cause our company’s or our industry’s actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements.

While these forward-looking statements and any assumptions upon which they are based are made in good faith and reflect our current judgment regarding the direction of our business, actual results will almost always vary, sometimes materially, from any estimates, predictions, projections, assumptions or other future performance suggested herein. Except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements to conform these statements to actual results.

As used in this quarterly report, the terms “we”, “us” “our” and “Global Lines” mean Global Lines Inc., a Nevada corporation. Unless otherwise stated, “\$” refers to United States dollars.

Current Business

We have stopped pursuing the chauffeured transportation business and are currently seeking new business opportunities with established business entities for the merger with or acquisition of a target business. In certain instances, a target business may wish to become our subsidiary or may wish to contribute assets to us rather than merge. We have not yet entered into any definitive agreements for potential new business opportunities and there can be no assurance that we will be able to enter into any definitive agreements.

Any new acquisition or business opportunities that we may acquire will require additional financing. There can be no assurance, however, that we will be able to acquire the financing necessary to enable us to pursue our plan of operation. If our company requires additional financing and we are unable to acquire such funds, our business may fail.

Management of our company believes that there are benefits to being a reporting company with a class of securities quoted on the OTC Bulletin Board, such as (i) the ability to use registered securities to acquire assets or businesses; (ii) increased visibility in the financial community; (iii) the facilitation of borrowing from financial institutions; (iv) potentially improved trading efficiency; (v) potential stockholder liquidity; (vi) potentially greater ease in raising capital subsequent to an acquisition; (vii) potential compensation of key employees through stock options; (viii) potentially enhanced corporate image; and (ix) a presence in the United States capital market.

We may seek a business opportunity with entities who have recently commenced operations, or entities who wish to utilize the public marketplace in order to raise additional capital in order to expand business development activities, to develop a new product or service, or for other corporate purposes. We may acquire assets and establish wholly-owned subsidiaries in various businesses or acquire existing businesses as subsidiaries.

In implementing a structure for a particular business acquisition or opportunity, we may become a party to a merger, consolidation, reorganization, joint venture, or licensing agreement with another corporation or entity. We may also acquire stock or assets of an existing business. Upon the consummation of a transaction, our present management may no longer be in control of our company. In addition, our officers and directors may, as part of the terms of the acquisition transaction, resign and be replaced by one or more new officers and directors.

We anticipate that the selection of a business opportunity in which to participate will be complex and without certainty of success. We believe that there are numerous firms in various industries seeking the perceived benefits of being a publicly registered corporation. Business opportunities may be available in many different industries and at various stages of development, all of which will make the task of comparative investigation and analysis of such business opportunities extremely difficult and complex. Business opportunities that we believe are in the best interests of our company may be scarce or we may be unable to obtain the ones that we want. We can provide no assurance that we will be able to locate compatible business opportunities.

Currently, we do not have a source of revenue. We are not able to fund our cash requirements through our current operations. Historically, we have been able to raise a limited amount of capital through private placements of our debt or equity securities, but we are uncertain about our continued ability to raise funds privately. Further, we believe that our company may have difficulties raising capital until we locate a prospective business or property through which we can pursue our plan of operation. If we are unable to secure adequate capital to continue our acquisition efforts, our shareholders may lose some or all of their investment and our business may fail.

Recent Corporate Developments

Since the commencement of our second quarter ended February 28, 2013, we experienced the following corporate developments:

1. On February 19, 2013, we entered into a letter of intent (the "Letter of Intent") to acquire all of the issued and outstanding securities of Alkaline 84, LLC ("Alkaline"). Pursuant to the Letter of Intent we would issue 43,000,000 shares of common stock in exchange for all of the issued and outstanding shares of Alkaline. There is no assurance that we will be able to complete the transactions as contemplated under the Letter of Intent, or on terms acceptable to our company.
2. On February 28, 2013, we entered into a private placement subscription agreement with Alkaline and Bank Gutenberg AG ("Bank Gutenberg"), whereby Bank Gutenberg purchased a note from Alkaline in the principal amount of \$150,000 and on April 17, 2013, we entered into another private placement subscription agreement with Alkaline and Bank Gutenberg, whereby Bank Gutenberg purchased a second note in the principal amount of \$25,000. The total aggregate of the notes is \$175,000 and notes are collectively referred to as the "Notes". The Notes bear interest at 10% per annum and are payable on the earlier of (a) May 30, 2013 and (b) the date that our acquisition of Alkaline is completed. Upon completion of the acquisition of Alkaline by our company, the Notes will become convertible into units (each, a "Unit") of our company at the price of \$0.40 per Unit. Each Unit will consist of one common share (each, a "Share"), one share purchase warrant (each, a "First Warrant") and one-half of one share purchase warrant (each, a "Second Warrant"). The First Warrant will entitle Bank Gutenberg to purchase, for a period of two years from issuance, one additional Share at an exercise price of \$0.50 per Share and each whole Second Warrant will entitle Bank Gutenberg to purchase, for a period of two years from issuance, one additional Share at an exercise price of \$0.60 per Share. We issued these securities to a non-U.S. person (as that term is defined in Regulation S of the Securities Act of 1933) in offshore transactions in which we relied on the exemptions from the registration requirements provided for in Regulation S and/or Section 4(2) of the Securities Act of 1933.
3. On March 7, 2013, our board of directors amended and restated our company's bylaws. The amendment and restatement of the bylaws was for the purpose of, among other things, removing certain outdated provisions that existed in our prior bylaws.
4. On March 18, 2013, Sergejs Belkovs resigned as the president, secretary, treasurer, chief executive officer and chief financial officer of our company and we appointed Stephen Rolls, as our president, secretary, treasurer, chief executive officer, chief financial officer and as a director of our company.

Results of Operations

The following discussion of our financial condition and results of operations should be read together with the unaudited interim financial statements and the notes to the unaudited interim financial statements included in this quarterly report. This discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results may differ materially from those anticipated in these forward-looking statements.

Our operating results for the three and six month period ended February 28, 2013 and February 29, 2012 are summarized as follows:

	Three Month Period Ended February 28, 2013 (\$)	Three Month Period Ended February 29, 2012 (\$)	Six Month Period Ended February 28, 2013 (\$)	Six Month Period Ended February 29, 2012 (\$)
Revenue	-	-	-	-
Expenses	2,762	2,249	5,744	7,651
Net Loss	(2,762)	(2,249)	(5,744)	(7,651)

Revenue

During the three and six month periods ended February 28, 2013 and February 29, 2012, we generated no revenues.

Our revenues are affected by factors such as the success of our marketing efforts, the size of our customer base, consumer's preferences and general economic conditions.

Expenses

The table below shows our expenses for the three and six month periods ended February 28, 2013 and February 29, 2012.

	Three Month Period Ended February 28, 2013 (\$)	Three Month Period Ended February 29, 2012 (\$)	Six Month Period Ended February 28, 2013 (\$)	Six Month Period Ended February 29, 2012 (\$)
Professional Fees	1,000	1,560	3,900	6,560
General and Administrative Expenses	1,762	91	1,844	177
Depreciation Expenses	-	598	-	914

Three Months ended February 28, 2013 and February 29, 2012

Our expenses increased by approximately \$513 from \$2,249 for the three months ended February 29, 2012 to \$2,762 for the three months ended February 28, 2013.

This increase was primarily due to an increase in general and administrative expenses of \$1,671 offset by a decrease in professional fees of \$560, and depreciation expense of \$598.

Six Months ended February 28, 2013 and February 29, 2012

Our expenses decreased by approximately \$1,907 from \$7,651 for the six months ended February 29, 2012 to \$5,744 for the six months ended February 28, 2013.

This decrease was primarily due to a decrease in professional fees of \$2,660, and depreciation expense of \$914 offset by an increase in general and administrative expenses of \$1,667.

Liquidity and Capital Resources

Working Capital

Our working capital results as at February 28, 2013 and August 31, 2012 are summarized as follows:

	As of February 28, 2013 (\$)	As of August 31, 2012 (\$)
Current assets	4,018	5,462
Current liabilities	-	20,604
Working capital (deficiency)	4,018	(15,142)

As at February 28, 2013, we had cash and cash equivalents of \$18 and working capital of \$4,018, compared to cash and cash equivalents of \$1,462 and working capital deficiency of \$15,142 as at August 31, 2012. We have incurred operating losses since inception, and this is likely to continue in the foreseeable future.

We anticipate that our cash on hand and the revenue that we anticipate generating going forward from our operations will not be sufficient to satisfy all of our cash requirements for the next twelve month period. We currently do not have committed sources of additional financing and may not be able to obtain additional financing, particularly, if the volatile conditions in the stock and financial markets persist. If we require any additional financing, we plan to raise any such additional capital primarily through equity or debt financing, provided that such funding continues to be available to our company. There is no assurance that we will be able to obtain further funds required for our continued operations or that additional financing will be available to us when needed or, if available, that it can be obtained on commercially reasonable terms. If we are not able to obtain additional financing as required on a timely basis, we will not be able to meet certain obligations as they become due and we will be forced to scale down or perhaps even cease our operations.

In their report on our financial statements for the year ended August 31, 2012, our independent auditors included an explanatory paragraph regarding the substantial doubt about our ability to continue as a going concern. We have not yet achieved profitable operations, have accumulated losses since our inception and expect to incur further losses in the development of our business, all of which raise substantial doubt about our ability to continue as a going concern. Our ability to continue as a going concern is dependent upon our ability to generate future profitable operations and/or to obtain the necessary financing to meet our obligations and repay our liabilities arising from normal business operations when they come due. The issuance of additional equity securities by us could result in a significant dilution in the equity interests of our current stockholders. Obtaining commercial loans, assuming those loans would be available, will increase our liabilities and future cash commitments.

Cash Flow

Our cash flow for the six month period ended February 28, 2013 and for the six month period ended February 29, 2012 is summarized as follows:

	Six Month Period Ended February 28, 2013 (\$)	Six Month Period Ended February 29, 2012 (\$)
Cash used in operating activities	(5,744)	(10,737)
Cash provided by investing activities	-	-
Cash provided by financing activities	4,300	6,500
Net increase (decrease) in cash and cash equivalents	(1,444)	(4,237)

Cash Flow Used in Operating Activities

The decrease in cash used in operating activities during the six month period ended February 28, 2013 as compared to the six month period ended February 29, 2012 was due to a decrease of expenses and deposits incurred during the six month period ended February 29, 2013.

Cash Flow Provided by Investing Activities

No cash was provided by investing activities in the six month period ended February 28, 2013 or for the six month period ended February 29, 2012.

Cash Flow Provided by Financing Activities

The decrease in cash flow provided by financing activities was related to a decrease in loans provided by directors and a decrease in proceeds from the sale of common stock.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to stockholders.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Not Applicable.

Item 4. Controls and Procedures.

As required by paragraph (b) of Rules 13a-15 or 15d-15 under the Securities Exchange Act of 1934, our management, with the participation of our principal executive officer, principal financial officer and principal accounting officer evaluated our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) as of the end of the period covered by this quarterly report on Form 10-Q. Based on this evaluation, management concluded that as of the end of the period covered by this quarterly report on Form 10-Q, these disclosure controls and procedures were ineffective. The ineffectiveness of the disclosure controls and procedures were due to the following material weaknesses identified:

1. We do not have an audit committee – while not being legally obligated to have an audit committee, it is the management’s view that such a committee, including a financial expert member, is an utmost important entity level control over our company’s financial statement. Currently our board of directors acts in the capacity of the audit committee, and does not include a member that is considered to be independent of management to provide the necessary oversight over management’s activities.
2. We did not maintain appropriate cash controls – as of February 28, 2013, our company has not maintained sufficient internal controls over financial reporting for the cash process, including failure to segregate cash handling and accounting functions, and did not require dual signature on our company’s bank accounts. Alternatively, the effects of poor cash controls were mitigated by the fact that our company had limited transactions in its bank accounts.

3. We did not implement appropriate information technology controls – as at February 28, 2013, our company retains copies of all financial data and material agreements; however there is no formal procedure or evidence of normal backup of our company’s data or off-site storage of data in the event of theft, misplacement, or loss due to unmitigated factors.
4. Inadequate segregation of duties and ineffective risk management.
5. Insufficient written policies and procedures for accounting and financial reporting with respect to the requirements and application of both US GAAP and SEC guidelines.

Our company plans to take steps to enhance and improve the design of our internal controls over financial reporting. During the period covered by this quarterly report on Form 10-Q, we have not been able to remediate the material weaknesses identified above. To remediate such weaknesses, we plan to implement the following changes during our fiscal year ending August 31, 2013: (i) appoint additional qualified personnel to address inadequate segregation of duties and ineffective risk management; and (ii) adopt sufficient written policies and procedures for accounting and financial reporting. The remediation efforts set out in (i) is largely dependent upon our company securing additional financing to cover the costs of implementing the changes required. If we are unsuccessful in securing such funds, remediation efforts may be adversely affected in a material manner.

There have been no changes in our internal control over financial reporting that occurred during the period covered by this quarterly report that have materially affected, or are reasonably likely to materially affect our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings.

We know of no material, existing or pending legal proceedings against our company, nor are we involved as a plaintiff in any material proceeding or pending litigation. There are no proceedings in which any of our directors, officers or affiliates, or any registered or beneficial stockholder, is an adverse party or has a material interest adverse to our interest.

Item 1A. Risk Factors.

Not applicable.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

See Recent Corporate Developments under Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits.

Exhibit Number	Description of Exhibit
3.1	Articles of Incorporation (incorporated by reference from our Form S-1 Registration Statement, filed on October 28, 2011)
3.1	Amended and Restated Bylaws (incorporated by reference from our Current Report on Form 8-K, filed on March 15, 2013)
10.1	Agreement dated June 28, 2011 with Super Limousine (incorporated by reference from our Form S-1 Registration Statement, filed on October 28, 2011)
<u>10.2*</u>	<u>Private Placement Subscription Agreement dated February 21, 2013 with Alkaline 84, LLC and Bank Gutenberg AG</u>
<u>10.3*</u>	<u>Private Placement Subscription Agreement dated April 17, 2013 with Alkaline 84, LLC and Bank Gutenberg AG</u>
<u>31.1*</u>	<u>Certification of Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer filed pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
<u>32.1*</u>	<u>Certification of Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
101.INS*	XBRL INSTANCE DOCUMENT
101.SCH*	XBRL TAXONOMY EXTENSION SCHEMA
101.CAL*	XBRL TAXONOMY EXTENSION CALCULATION LINKBASE
101.DEF*	XBRL TAXONOMY EXTENSION DEFINITION LINKBASE
101.LAB*	XBRL TAXONOMY EXTENSION LABEL LINKBASE
101.PRE*	XBRL TAXONOMY EXTENSION PRESENTATION LINKBASE

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the 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 LINES INC.

By:

/s/ Stephen Rolls

Stephen Rolls

President, Secretary, Treasurer, Chief Executive Officer,

Chief Financial Officer and Director

(Principal Executive Officer, Principal

Financial Officer and Principal Accounting Officer)

Date: May 17, 2013

THE SECURITIES TO WHICH THIS PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT (THIS “SUBSCRIPTION AGREEMENT”) RELATES HAVE BEEN ISSUED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”).

NONE OF THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT.

**PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT
(NON-U.S. AND INTERNATIONAL SUBSCRIBERS)**

TO: **ALKALINE 84, LLC (the “Company”)**, having an address at 14301 N. 87th Street, Suite 301, Scottsdale, Arizona 85260

AND TO: **GLOBAL LINES INC. (“Global”)**, having an address at 16400 Collins Avenue, Unit 2142, Sunny Isles Beach, Florida 33160

PURCHASE OF NOTES

1. Subscription

1.1 On the basis of the representations and warranties and subject to the terms and conditions set forth in this subscription agreement (this “**Agreement**”), the undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase a note of the Company, in the form attached hereto as Exhibit “A” (the “**Note**”), in the aggregate principal amount of \$150,000 (such subscription and agreement to purchase being the “**Subscription**”), for the aggregate purchase price of \$150,000 (the “**Subscription Amount**”), which is tendered herewith.

1.2 The Note bears interest at 10% per annum which is payable on Maturity (as defined herein). In the event that the acquisition of the Company by Global is not completed on or before April 16, 2013, the principal amount of the Note plus any accrued and unpaid interest thereon will be due and payable on April 30, 2013. The Note will be secured by a General Security Agreement to be executed by the Company in favour of the Subscriber.

1.3 The Company hereby agrees to sell the Note to the Subscriber on the basis of the representations and warranties and subject to the terms and conditions set forth in this Agreement. Subject to the terms of this Agreement, the Agreement will be effective upon its acceptance by the Company and Global.

1.4 Upon completion of the acquisition of the Company by Global, the Note will become convertible into units (each, a “**Unit**”) of Global at the price of \$0.40 per Unit. Each Unit will consist of one common share (each, a “**Share**”), one share purchase warrant (each, a “**First Warrant**”) and one-half of one share purchase warrant (each whole warrant, a “**Second Warrant**”). The First Warrant will entitle the Subscriber to purchase, for a period of two years from issuance, one additional Share at an exercise price of \$0.50 per Share and each whole Second Warrant will entitle the Subscriber to purchase, for a period of two years from issuance, one additional Share at an exercise price of \$0.60 per Share. The Units, Shares, the First Warrants, the Second Warrants, and the Shares issuable upon exercise of the First Warrants and the Second Warrants are collectively herein referred to as the “**Securities**”.

1.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of the United States.

2. Payment

2.1 The Subscription Amount must accompany this Subscription and shall be paid in accordance with the Note.

3. Deliveries Required and Related Matters

3.1 The Subscriber must complete, sign and return to the Company the following deliveries on or prior to the Closing (as defined herein):

- (a) the Subscription Amount, payable by bank draft, certified check or wire transfer;
- (b) an executed copy of this Agreement; and
- (c) such other supporting documentation that the Company or its legal counsel may reasonably request.

3.2 The Subscriber must complete, sign and return to Global the following deliveries on or prior to the Closing (as defined herein):

- (a) an executed copy of this Agreement; and
- (b) such other supporting documentation that Global or its legal counsel may reasonably request.

3.3 The Company must complete, sign and return to the Subscriber the following deliveries on the Closing (as defined herein):

- (a) an executed copy of this Agreement;
- (b) an executed copy of the General Security Agreement entered into between the Subscriber and the Company which secures the obligations of the Company under the Note; and
- (c) an executed certificate evidencing the Note.

3.4 Global must complete, sign and return to the Subscriber on the Closing (as defined herein) an executed copy of this Agreement.

3.5 All parties to this Agreement acknowledge and agree that Clark Wilson LLP has acted as counsel only to Global and is not protecting the rights and interests of the Subscriber or the Company. The Subscriber and the Company each acknowledges and agrees that Global and Clark Wilson LLP have given each of the Subscriber and the Company the opportunity to seek, and are hereby recommending that the Subscriber and the Company each obtain, independent legal advice with respect to the subject matter of this Agreement and, further, the Subscriber and the Company each hereby represents and warrants to Global and Clark Wilson LLP that the Subscriber has sought independent legal advice or waives such advice.

4. Conditions and Closing

4.1 The closing of the sale of the Note to the Subscriber (the “**Closing**”) shall occur on or before February 15, 2013, or on such other date as may be determined by the Company in its sole discretion (the “**Closing Date**”).

4.2 On the Closing Date, the Subscriber acknowledges that the certificate representing the Note will be available for delivery, provided that the Subscriber has satisfied the requirements of Section 3 hereof and the Company has accepted this Agreement.

5. Acknowledgements and Agreements of Subscriber

5.1 The Subscriber acknowledges and agrees with the Company and Global, as applicable, that:

- (a) none of the Securities have been or will be registered under the United States *Securities Act of 1933*, as amended, (the “**1933 Act**”), or under any securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons, as that term is defined in Regulation S under the 1933 Act (“**Regulation S**”), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in each case only in accordance with applicable state, provincial and foreign securities laws;
 - (b) Global has not undertaken, and will have no obligation, to register any of the Securities under the 1933 Act or any other securities legislation;
 - (c) the decision to acquire the Securities will not be based upon any oral or written representation as to fact or otherwise made by or on behalf of Global and such decision will be based entirely upon a review of any public information (the “**Public Record**”) which has been filed by Global with the United States Securities and Exchange Commission (the “**SEC**”);
 - (d) the Subscriber understands and agrees that Global and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements contained in this Agreement, and the Subscriber agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber shall promptly notify Global and the Subscriber will hold harmless the Company and Global from any loss or damage it or they may suffer as a result of the Subscriber’s failure to correctly complete this Agreement;
 - (e) the Subscriber and the Subscriber’s advisor(s) will have a reasonable opportunity to ask questions of and receive answers from Global in connection with the distribution of the Securities hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about Global;
 - (f) the books and records of Global will be available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Subscriber during reasonable business hours at its principal place of business, and all documents, records and books in connection with the distribution of the Securities hereunder will be made available for inspection by the Subscriber, the Subscriber’s lawyer and/or advisor(s);
 - (g) the Subscriber has been advised to consult the Subscriber’s own legal, tax and other advisors with respect to the merits and risks of an investment in the Securities and with respect to applicable resale restrictions, and it is solely responsible (and Global is not in any way responsible) for compliance with:
 - (i) any applicable laws of the jurisdiction in which the Subscriber is resident in connection with the distribution of the Securities hereunder, and
 - (ii) applicable resale restrictions;
 - (h) the Subscriber understands and agrees that there may be material tax consequences to the Subscriber of an acquisition or disposition of the Securities. Global gives no opinion and make no representation with respect to the tax consequences to the Subscriber under federal, state, provincial, local or foreign tax law of the Subscriber’s acquisition or disposition of the Securities;
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- (i) neither the SEC nor any securities commission or similar regulatory authority has reviewed or passed on the merits of any of the Securities;
- (j) there is no government or other insurance covering any of the Securities; and
- (k) Global will refuse to register the transfer of any of the Securities to a U.S. Person not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act and in each case in accordance with applicable laws.

6. Representations, Warranties and Covenants of the Subscriber

6.1 The Subscriber hereby represents and warrants to and covenants with the Company and Global (which representations, warranties and covenants shall survive the Closing), as at the time of Closing and as of the date of the acquisition of any Securities, that:

- (a) the Subscriber is not a U.S. Person and is executing this Agreement outside of the U.S.;
 - (b) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Subscriber;
 - (c) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
 - (d) the Subscriber has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber in accordance with its terms;
 - (e) the Subscriber has received and carefully read this Agreement;
 - (f) the Subscriber is aware that an investment in Global is speculative and involves certain risks (including those risks disclosed in the Public Record), including the possible loss of the entire investment;
 - (g) the Subscriber has made an independent examination and investigation of an investment in the Securities and Global and agrees that Global will not be responsible in any way whatsoever for the Subscriber's decision to invest in the Securities and Global;
 - (h) the Subscriber will be purchasing the Securities for its own account for investment purposes only and not for the account of any other person and not for distribution, assignment or resale to others, and no other person has a direct or indirect beneficial interest in such Securities, and the Subscriber has not subdivided his interest in the Securities with any other person;
 - (i) the Subscriber (i) is able to fend for itself in the Subscription; (ii) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the Securities; and (iii) has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment;
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- (j) the Subscriber is not an underwriter of, or dealer in, any of the Securities, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the Securities or any of them;
 - (k) the Subscriber is not aware of any advertisement of any of the Securities and is not acquiring the Securities as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
 - (l) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase any of the Securities,
 - (ii) that any person will refund the purchase price of any of the Securities, or
 - (iii) as to the future price or value of any of the Securities;
 - (m) the Subscriber understands and agrees that none of the Securities have been registered under the 1933 Act, or under any state securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in each case only in accordance with applicable state, provincial and foreign securities laws;
 - (n) the Subscriber understands and agrees that offers and sales of any of the Securities prior to the expiration of the period specified in Regulation S (such period hereinafter referred to as the “**Distribution Compliance Period**”) shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the 1933 Act or an exemption therefrom, and that all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the 1933 Act or an exemption therefrom and in each case only in accordance with applicable state and provincial securities laws;
 - (o) the Subscriber acknowledges that it has not acquired the Securities as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the 1933 Act) in the United States in respect of any of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Securities; provided, however, that the Subscriber may sell or otherwise dispose of any of the Securities pursuant to registration of any of the Securities pursuant to the 1933 Act and any applicable securities laws or under an exemption from such registration requirements and as otherwise provided herein;
 - (p) hedging transactions involving the Securities may not be conducted unless such transactions are in compliance with the provisions of the 1933 Act and in each case only in accordance with applicable securities laws;
 - (q) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable laws of the securities regulators having application in the jurisdiction in which the Subscriber is resident (the “**International Jurisdiction**”) which would apply to the offer and sale of the Securities;
 - (r) the Subscriber will be purchasing the Securities pursuant to exemptions from prospectus or equivalent requirements under applicable laws or, if such is not applicable, the Subscriber is permitted to purchase the Securities under the applicable laws of the securities regulators in the International Jurisdiction without the need to rely on any exemptions;
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- (s) the applicable laws of the authorities in the International Jurisdiction do not require Global to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the Securities;
- (t) the purchase of the Securities by the Subscriber does not trigger:
 - (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or
 - (ii) any continuous disclosure reporting obligation of the Company in the International Jurisdiction; and
- (u) the Subscriber will, if requested by Global, deliver to Global, a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (r), (s) and (t) above to the satisfaction of Global,, acting reasonably.

6.2 In this Agreement, the term “U.S. Person” shall have the meaning ascribed thereto in Regulation S promulgated under the 1933 Act and for the purpose of the Agreement includes any person in the United States.

7. Representations and Warranties will be Relied Upon by the Company and Global

7.1 The Subscriber acknowledges that the representations and warranties contained herein are made by it with the intention that such representations and warranties may be relied upon by the Company, Global and its respective legal counsel in determining the Subscriber’s eligibility to purchase the Note and the Securities under applicable legislation.

8. Legending and Registration of Securities

8.1 The Subscriber hereby acknowledges that upon the issuance thereof, and until such time as the same is no longer required under the applicable securities laws and regulations, the certificates or other document representing any of the Securities will bear a legend in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE BEEN OFFERED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”).

NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS.”

8.2 The Subscriber hereby acknowledges and agrees to Global making a notation on its records or giving instructions to their registrar and transfer agent in order to implement the restrictions on transfer set forth and described in this Agreement.

9. Resale Restrictions

9.1 The Subscriber acknowledges that the Securities are subject to resale restrictions the United States and may not be traded except as permitted by the applicable federal, state and foreign securities laws and the rules made thereunder.

10. Costs

10.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the purchase of the Securities shall be borne by the Subscriber.

11. Governing Law

11.1 This Agreement is governed by the laws of the State of Nevada. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial purchaser for whom it is acting, irrevocably attorns to the exclusive jurisdiction of the courts of the State of Nevada.

12. Survival

12.1 This Agreement, including, without limitation, the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Securities by the Subscriber pursuant hereto.

13. Assignment

13.1 This Agreement is not transferable or assignable.

14. Severability

14.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

15. Entire Agreement

15.1 Except as expressly provided in this Agreement and in the exhibits, agreements, instruments and other documents attached hereto or contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the Securities and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Company or by anyone else.

16. Notices

16.1 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication, including facsimile, electronic mail or other means of electronic communication capable of producing a printed copy. Notices to the Subscriber shall be directed to the address of the Subscriber set forth on page 9 of this Agreement and notices to the Company or Global shall be directed to them at the respective addresses set forth on page 1 of this Agreement.

17. Counterparts and Electronic Means

17.1 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereinafter set forth.

18. Exhibits

18.1 The exhibits attached hereto form part of this Agreement.

19. Indemnity

19.1 The Subscriber will indemnify and hold harmless the Company and Global and, where applicable, their respective directors, officers, employees, agents, advisors and shareholders, from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained in this Agreement or in any document furnished by the Subscriber to the Company or Global in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Company or Global in connection therewith.

IN WITNESS WHEREOF the Subscriber has duly executed this Subscription Agreement as of the date of acceptance by the Company and Global.

<u>Subscriber Information</u>
Bank Gutenberg AG (Name of Subscriber)
Account Reference (if applicable):
X (Signature of Subscriber – if the Subscriber is an Individual)
X /s/ Signed (Signature of Authorized Signatory – if the Subscriber is not an Individual)
(Name and Title of Authorized Signatory – if the Subscriber is not an Individual)
(SIN, SSN, or other Tax Identification Number of the Subscriber)
(Subscriber's Address, including city and Postal Code)
(Telephone Number)

ACCEPTANCE

The Company and Global hereby accept the subscription as set forth above on the terms and conditions contained in this Private Placement Subscription Agreement as of the 21 day of February, 2013.

ALKALINE 84, LLC

Per: /s/ Signed
Authorized Signatory

GLOBAL LINES INC.

Per: /s/ Signed
Authorized Signatory

EXHIBIT "A"
FORM OF NOTE

[see attached]

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAVE BEEN OFFERED IN AN OFFSHORE TRANSACTION TO A PERSON WHO IS NOT A U.S. PERSON (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT").

NONE OF THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO A U.S. PERSON EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THIS SECURITY AND THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

Issue Date: February 21, 2013

U.S. \$150,000

10% NOTE

FOR VALUE RECEIVED, **ALKALINE 84, LLC** (the "Company") promises to pay to **BANK GUTENBERG AG** or its registered assigns (the "Holder"), the principal sum of **ONE HUNDRED AND FIFTY THOUSAND DOLLARS** (\$150,000) in lawful currency of the United States (the "Principal Amount") on April 30, 2013 or such earlier date as the Note may be permitted to be repaid as provided hereunder (the "Maturity Date"), and to pay interest to the Holder on the aggregate outstanding principal amount of this Note at rate of 10% per annum, subject to Section 3.1 below, payable on the Maturity Date (except that, if any such date is not a Business Day, then such payment shall be due on the next succeeding Business Day) in cash, subject to the right of the Holder to convert the Principal Amount (plus any accrued and unpaid interest thereon) as provided for in the Subscription Agreement (as defined herein). Interest shall be calculated on the basis of a 360-day year and shall accrue daily commencing on the Issue Date until payment in full of the Principal Amount, together with all accrued and unpaid interest and other amounts which may become due hereunder, has been made. **The Company may prepay any portion of the Principal Amount (together with accrued and unpaid interest thereon) without the prior written consent of the Holder subject to the prepayment terms and conditions set out in Section 4 hereto.**

This Note is subject to the following additional provisions:

1. Subscription Agreement

This Note has been issued pursuant to the Subscription Agreement pursuant to which the Holder purchased this Note, and this Note is subject in all respects to the terms of the Subscription Agreement and incorporates the terms of the Subscription Agreement to the extent that they do not conflict with the terms of this Note. This Note may not be transferred or exchanged.

2. Events of Default

2.1 "Event of Default", wherever used herein, means any one of the following events (whatever the reason and whether it shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

- (a) any default in the payment of the Principal Amount of this Note when the same becomes due hereunder or thereunder, or if the Company makes default in the observance or performance of something required to be done or some covenant or condition required to be observed or performed in this Note, the Subscription Agreement or the General Security Agreement and, if such default is capable of being cured by the Company, the same is not cured within 15 calendar days (or, if such default is capable of being cured by the Company but not within such period of time and the Company has commenced taking action to cure such default within such period of time and diligently and in good faith continues taking such action, such greater period of time, not exceeding an additional 15 calendar days as may be necessary to cure such default); and
- (b) the Company shall commence, or there shall be commenced against the Company a case under any applicable bankruptcy or insolvency laws as now or hereafter in effect or any successor thereto, or the Company commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Company or there is commenced against the Company any such bankruptcy, insolvency or other proceeding which remains undismissed for a period of 60 days; or the Company is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the Company suffers any appointment of any custodian or the like for it or any substantial part of its property which continues undischarged or unstayed for a period of 60 days; or the Company makes a general assignment for the benefit of creditors; or the Company shall fail to pay, or shall state that it is unable to pay, or shall be unable to pay, its debts generally as they become due; or the Company shall call a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or the Company shall by any act or failure to act expressly indicate its consent to, approval of or acquiescence in any of the foregoing; or any corporate or other action is taken by the Company for the purpose of effecting any of the foregoing.

2.2 If any Event of Default occurs, subject to any cure period, the full Principal Amount, together with interest and other amounts owing in respect thereof to the date of acceleration shall become, at the Holder's election, immediately due and payable in cash. Upon payment of the full Principal Amount, together with interest and other amounts owing in respect thereof, in accordance herewith, this Note shall promptly be surrendered to or as directed by the Company. The Holder need not provide and the Company hereby waives any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such declaration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights until such time, if any, as the full payment under this Section 2.2 shall have been received by it. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

3. Security

As security for the obligations of the Company to the Holder pursuant to this Note, the Company has entered into the General Security Agreement for the benefit of the Holder.

4. Prepayment

The Company may, from time to time at its option, upon ten (10) days' prior written notice (a "**Prepayment Notice**") to the Holder, prepay (each a "**Prepayment**") all or part of this Note (with all accrued and unpaid interest thereon) prior to the Maturity Date (the "**Outstanding Principal**"). The Prepayment (less any tax required to be withheld by the Company) shall be paid by cheque or by such other reasonable means as the Company deems desirable. The mailing of such cheque from the Company's registered office, or the payment by such other reasonable means as the Company deems desirable, on or before the prepayment date shall be deemed to be payment on the Prepayment date unless the cheque is not paid upon presentation or payment by such other means is not received. Notwithstanding the foregoing, the Company shall be entitled to require at any time, and from time to time, that the Prepayment be paid to the Holder only upon presentation and surrender of this Note at the registered office of the Company or at any other place or places designated by the Prepayment Notice. If only a part of the Note is to be prepaid, a new certificate for the balance shall be issued at the expense of the Company.

5. Notices

Any and all notices or other communications or deliveries to be provided by the Holder hereunder shall be in writing, sent by a nationally recognized overnight courier service or by facsimile, addressed to the Company, **Attn: President** at 14301 N. 87th Street, Suite 301, Scottsdale, AZ 85260, facsimile: 480-272-7275 or such other address as the Company may specify for such purposes by notice to the Holder delivered in accordance with this Section 5. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service addressed to the Holder at the facsimile telephone number or address of such Holder appearing on the books of the Company, or if no such facsimile telephone number or address appears, at the address of the Holder to which this Note was delivered. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section 5 prior to 5:30 p.m. (Mountain Time Zone), (ii) the date after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section 5 later than 5:30 p.m. (Mountain Time Zone) on any date and earlier than 11:59 p.m. (Mountain Time Zone) on such date, (iii) the second business day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

6. Definitions

For the purposes hereof, in addition to the terms defined elsewhere in this Note: (i) capitalized terms not otherwise defined herein have the meanings given to such terms in the Subscription Agreement, and (ii) the following terms shall have the following meanings:

- (a) **“Business Day”** means any day except Saturday, Sunday and any day which shall be a federal legal holiday in the United States or a day on which banking institutions in the State of Arizona are authorized or required by law or other government action to close;
- (b) **“General Security Agreement”** means the General Security Agreement entered into between the Holder and the Company which secures the obligations of the Company under this Note in favor of the Holders;
- (c) **“Issue Date”** shall have the meaning shown on the first page of this Note;
- (d) **“Outstanding Principal”** has the meaning set out in Section 4 hereto;
- (e) **“Person”** means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency;
- (f) **“Prepayment”** has the meaning set out in Section 4 hereto;
- (g) **“Prepayment Notice”** has the meaning set out in Section 4 hereto; and
- (h) **“Subscription Agreement”** means the Subscription Agreement, dated as of February 21, 2013, to which the Company, the Holder and Global Lines Inc. are parties, as amended, modified or supplemented from time to time in accordance with its terms.

7. Replacement of Note if Lost or Destroyed

If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed but only upon receipt of evidence of such loss, theft or destruction of such Note, and of the ownership hereof, and indemnity, if requested, all reasonably satisfactory to the Company.

8. Governing Law

All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada, without regard to the principles of conflicts of law thereof.

9. Waivers

Any waiver by the Company or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of the Company or the Holder to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Note. Any waiver must be in writing.

10. Usury

If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates applicable laws governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum permitted rate of interest. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company from paying all or any portion of the principal of or interest on this Note as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this indenture, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefits or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impeded the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such as though no such law has been enacted.

11. Next Business Day

Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed by a duly authorized officer as of the date first above indicated.

ALKALINE 84, LLC

Per: _____
Authorized Signatory

THE SECURITIES TO WHICH THIS PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT (THIS “SUBSCRIPTION AGREEMENT”) RELATES HAVE BEEN ISSUED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”).

NONE OF THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT.

**PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT
(NON-U.S. AND INTERNATIONAL SUBSCRIBERS)**

TO: **ALKALINE 84, LLC (the “Company”)**, having an address at 14301 N. 87th Street, Suite 301, Scottsdale, Arizona 85260

AND TO: **GLOBAL LINES INC. (“Global”)**, having an address at 16400 Collins Avenue, Unit 2142, Sunny Isles Beach, Florida 33160

PURCHASE OF NOTES

1. Subscription

1.1 On the basis of the representations and warranties and subject to the terms and conditions set forth in this subscription agreement (this “**Agreement**”), the undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase a note of the Company, in the form attached hereto as Exhibit “A” (the “**Note**”), in the aggregate principal amount of \$25,000 (such subscription and agreement to purchase being the “**Subscription**”), for the aggregate purchase price of \$25,000 (the “**Subscription Amount**”), which is tendered herewith.

1.2 The Note bears interest at 10% per annum which is payable on Maturity (as defined herein). In the event that the acquisition of the Company by Global is not completed on or before April 17, 2013, the principal amount of the Note plus any accrued and unpaid interest thereon will be due and payable on April 30, 2013. The Note will be secured by a General Security Agreement to be executed by the Company in favour of the Subscriber.

1.3 The Company hereby agrees to sell the Note to the Subscriber on the basis of the representations and warranties and subject to the terms and conditions set forth in this Agreement. Subject to the terms of this Agreement, the Agreement will be effective upon its acceptance by the Company and Global.

1.4 Upon completion of the acquisition of the Company by Global, the Note will become convertible into units (each, a “**Unit**”) of Global at the price of \$0.40 per Unit. Each Unit will consist of one common share (each, a “**Share**”), one share purchase warrant (each, a “**First Warrant**”) and one-half of one share purchase warrant (each whole warrant, a “**Second Warrant**”). The First Warrant will entitle the Subscriber to purchase, for a period of two years from issuance, one additional Share at an exercise price of \$0.50 per Share and each whole Second Warrant will entitle the Subscriber to purchase, for a period of two years from issuance, one additional Share at an exercise price of \$0.60 per Share. The Units, Shares, the First Warrants, the Second Warrants, and the Shares issuable upon exercise of the First Warrants and the Second Warrants are collectively herein referred to as the “**Securities**”.

1.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of the United States.

2. Payment

2.1 The Subscription Amount must accompany this Subscription and shall be paid in accordance with the Note.

3. Deliveries Required and Related Matters

3.1 The Subscriber must complete, sign and return to the Company the following deliveries on or prior to the Closing (as defined herein):

- (a) the Subscription Amount, payable by bank draft, certified check or wire transfer;
- (b) an executed copy of this Agreement; and
- (c) such other supporting documentation that the Company or its legal counsel may reasonably request.

3.2 The Subscriber must complete, sign and return to Global the following deliveries on or prior to the Closing (as defined herein):

- (a) an executed copy of this Agreement; and
- (b) such other supporting documentation that Global or its legal counsel may reasonably request.

3.3 The Company must complete, sign and return to the Subscriber the following deliveries on the Closing (as defined herein):

- (a) an executed copy of this Agreement;
- (b) an executed copy of the General Security Agreement entered into between the Subscriber and the Company which secures the obligations of the Company under the Note; and
- (c) an executed certificate evidencing the Note.

3.4 Global must complete, sign and return to the Subscriber on the Closing (as defined herein) an executed copy of this Agreement.

3.5 All parties to this Agreement acknowledge and agree that Clark Wilson LLP has acted as counsel only to Global and is not protecting the rights and interests of the Subscriber or the Company. The Subscriber and the Company each acknowledges and agrees that Global and Clark Wilson LLP have given each of the Subscriber and the Company the opportunity to seek, and are hereby recommending that the Subscriber and the Company each obtain, independent legal advice with respect to the subject matter of this Agreement and, further, the Subscriber and the Company each hereby represents and warrants to Global and Clark Wilson LLP that the Subscriber has sought independent legal advice or waives such advice.

4. Conditions and Closing

4.1 The closing of the sale of the Note to the Subscriber (the “**Closing**”) shall occur on or before April 17, 2013, or on such other date as may be determined by the Company in its sole discretion (the “**Closing Date**”).

4.2 On the Closing Date, the Subscriber acknowledges that the certificate representing the Note will be available for delivery, provided that the Subscriber has satisfied the requirements of Section 3 hereof and the Company has accepted this Agreement.

5. Acknowledgements and Agreements of Subscriber

5.1 The Subscriber acknowledges and agrees with the Company and Global, as applicable, that:

- (a) none of the Securities have been or will be registered under the United States *Securities Act of 1933*, as amended, (the “**1933 Act**”), or under any securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons, as that term is defined in Regulation S under the 1933 Act (“**Regulation S**”), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in each case only in accordance with applicable state, provincial and foreign securities laws;
 - (b) Global has not undertaken, and will have no obligation, to register any of the Securities under the 1933 Act or any other securities legislation;
 - (c) the decision to acquire the Securities will not be based upon any oral or written representation as to fact or otherwise made by or on behalf of Global and such decision will be based entirely upon a review of any public information (the “**Public Record**”) which has been filed by Global with the United States Securities and Exchange Commission (the “**SEC**”);
 - (d) the Subscriber understands and agrees that Global and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements contained in this Agreement, and the Subscriber agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber shall promptly notify Global and the Subscriber will hold harmless the Company and Global from any loss or damage it or they may suffer as a result of the Subscriber’s failure to correctly complete this Agreement;
 - (e) the Subscriber and the Subscriber’s advisor(s) will have a reasonable opportunity to ask questions of and receive answers from Global in connection with the distribution of the Securities hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about Global;
 - (f) the books and records of Global will be available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Subscriber during reasonable business hours at its principal place of business, and all documents, records and books in connection with the distribution of the Securities hereunder will be made available for inspection by the Subscriber, the Subscriber’s lawyer and/or advisor(s);
 - (g) the Subscriber has been advised to consult the Subscriber’s own legal, tax and other advisors with respect to the merits and risks of an investment in the Securities and with respect to applicable resale restrictions, and it is solely responsible (and Global is not in any way responsible) for compliance with:
 - (i) any applicable laws of the jurisdiction in which the Subscriber is resident in connection with the distribution of the Securities hereunder, and
 - (ii) applicable resale restrictions;
 - (h) the Subscriber understands and agrees that there may be material tax consequences to the Subscriber of an acquisition or disposition of the Securities. Global gives no opinion and make no representation with respect to the tax consequences to the Subscriber under federal, state, provincial, local or foreign tax law of the Subscriber’s acquisition or disposition of the Securities;
-

- (i) neither the SEC nor any securities commission or similar regulatory authority has reviewed or passed on the merits of any of the Securities;
- (j) there is no government or other insurance covering any of the Securities; and
- (k) Global will refuse to register the transfer of any of the Securities to a U.S. Person not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act and in each case in accordance with applicable laws.

6. Representations, Warranties and Covenants of the Subscriber

6.1 The Subscriber hereby represents and warrants to and covenants with the Company and Global (which representations, warranties and covenants shall survive the Closing), as at the time of Closing and as of the date of the acquisition of any Securities, that:

- (a) the Subscriber is not a U.S. Person and is executing this Agreement outside of the U.S.;
 - (b) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Subscriber;
 - (c) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
 - (d) the Subscriber has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber in accordance with its terms;
 - (e) the Subscriber has received and carefully read this Agreement;
 - (f) the Subscriber is aware that an investment in Global is speculative and involves certain risks (including those risks disclosed in the Public Record), including the possible loss of the entire investment;
 - (g) the Subscriber has made an independent examination and investigation of an investment in the Securities and Global and agrees that Global will not be responsible in any way whatsoever for the Subscriber's decision to invest in the Securities and Global;
 - (h) the Subscriber will be purchasing the Securities for its own account for investment purposes only and not for the account of any other person and not for distribution, assignment or resale to others, and no other person has a direct or indirect beneficial interest in such Securities, and the Subscriber has not subdivided his interest in the Securities with any other person;
 - (i) the Subscriber (i) is able to fend for itself in the Subscription; (ii) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the Securities; and (iii) has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment;
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- (j) the Subscriber is not an underwriter of, or dealer in, any of the Securities, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the Securities or any of them;
 - (k) the Subscriber is not aware of any advertisement of any of the Securities and is not acquiring the Securities as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
 - (l) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase any of the Securities,
 - (ii) that any person will refund the purchase price of any of the Securities, or
 - (iii) as to the future price or value of any of the Securities;
 - (m) the Subscriber understands and agrees that none of the Securities have been registered under the 1933 Act, or under any state securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in each case only in accordance with applicable state, provincial and foreign securities laws;
 - (n) the Subscriber understands and agrees that offers and sales of any of the Securities prior to the expiration of the period specified in Regulation S (such period hereinafter referred to as the “**Distribution Compliance Period**”) shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the 1933 Act or an exemption therefrom, and that all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the 1933 Act or an exemption therefrom and in each case only in accordance with applicable state and provincial securities laws;
 - (o) the Subscriber acknowledges that it has not acquired the Securities as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the 1933 Act) in the United States in respect of any of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Securities; provided, however, that the Subscriber may sell or otherwise dispose of any of the Securities pursuant to registration of any of the Securities pursuant to the 1933 Act and any applicable securities laws or under an exemption from such registration requirements and as otherwise provided herein;
 - (p) hedging transactions involving the Securities may not be conducted unless such transactions are in compliance with the provisions of the 1933 Act and in each case only in accordance with applicable securities laws;
 - (q) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable laws of the securities regulators having application in the jurisdiction in which the Subscriber is resident (the “**International Jurisdiction**”) which would apply to the offer and sale of the Securities;
 - (r) the Subscriber will be purchasing the Securities pursuant to exemptions from prospectus or equivalent requirements under applicable laws or, if such is not applicable, the Subscriber is permitted to purchase the Securities under the applicable laws of the securities regulators in the International Jurisdiction without the need to rely on any exemptions;
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- (s) the applicable laws of the authorities in the International Jurisdiction do not require Global to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the Securities;
- (t) the purchase of the Securities by the Subscriber does not trigger:
 - (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or
 - (ii) any continuous disclosure reporting obligation of the Company in the International Jurisdiction; and
- (u) the Subscriber will, if requested by Global, deliver to Global, a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (r), (s) and (t) above to the satisfaction of Global,, acting reasonably.

6.2 In this Agreement, the term “U.S. Person” shall have the meaning ascribed thereto in Regulation S promulgated under the 1933 Act and for the purpose of the Agreement includes any person in the United States.

7. Representations and Warranties will be Relied Upon by the Company and Global

7.1 The Subscriber acknowledges that the representations and warranties contained herein are made by it with the intention that such representations and warranties may be relied upon by the Company, Global and its respective legal counsel in determining the Subscriber’s eligibility to purchase the Note and the Securities under applicable legislation.

8. Legending and Registration of Securities

8.1 The Subscriber hereby acknowledges that upon the issuance thereof, and until such time as the same is no longer required under the applicable securities laws and regulations, the certificates or other document representing any of the Securities will bear a legend in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE BEEN OFFERED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”).

NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS.”

8.2 The Subscriber hereby acknowledges and agrees to Global making a notation on its records or giving instructions to their registrar and transfer agent in order to implement the restrictions on transfer set forth and described in this Agreement.

9. Resale Restrictions

9.1 The Subscriber acknowledges that the Securities are subject to resale restrictions the United States and may not be traded except as permitted by the applicable federal, state and foreign securities laws and the rules made thereunder.

10. Costs

10.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the purchase of the Securities shall be borne by the Subscriber.

11. Governing Law

11.1 This Agreement is governed by the laws of the State of Nevada. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial purchaser for whom it is acting, irrevocably attorns to the exclusive jurisdiction of the courts of the State of Nevada.

12. Survival

12.1 This Agreement, including, without limitation, the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Securities by the Subscriber pursuant hereto.

13. Assignment

13.1 This Agreement is not transferable or assignable.

14. Severability

14.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

15. Entire Agreement

15.1 Except as expressly provided in this Agreement and in the exhibits, agreements, instruments and other documents attached hereto or contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the Securities and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Company or by anyone else.

16. Notices

16.1 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication, including facsimile, electronic mail or other means of electronic communication capable of producing a printed copy. Notices to the Subscriber shall be directed to the address of the Subscriber set forth on page 9 of this Agreement and notices to the Company or Global shall be directed to them at the respective addresses set forth on page 1 of this Agreement.

17. Counterparts and Electronic Means

17.1 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereinafter set forth.

18. Exhibits

18.1 The exhibits attached hereto form part of this Agreement.

19. Indemnity

19.1 The Subscriber will indemnify and hold harmless the Company and Global and, where applicable, their respective directors, officers, employees, agents, advisors and shareholders, from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained in this Agreement or in any document furnished by the Subscriber to the Company or Global in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Company or Global in connection therewith.

IN WITNESS WHEREOF the Subscriber has duly executed this Subscription Agreement as of the date of acceptance by the Company and Global.

<u>Subscriber Information</u>
Bank Gutenberg AG (Name of Subscriber)
Account Reference (if applicable):
X (Signature of Subscriber – if the Subscriber is an Individual)
X /s/ Signed (Signature of Authorized Signatory – if the Subscriber is not an Individual)
(Name and Title of Authorized Signatory – if the Subscriber is not an Individual)
(SIN, SSN, or other Tax Identification Number of the Subscriber)
(Subscriber's Address, including city and Postal Code)
(Telephone Number)

EXHIBIT "A"
FORM OF NOTE

[see attached]

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAVE BEEN OFFERED IN AN OFFSHORE TRANSACTION TO A PERSON WHO IS NOT A U.S. PERSON (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT").

NONE OF THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO A U.S. PERSON EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THIS SECURITY AND THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

Issue Date: April 17, 2013

U.S. \$25,000

10% NOTE

FOR VALUE RECEIVED, **ALKALINE 84, LLC** (the "Company") promises to pay to **BANK GUTENBERG AG** or its registered assigns (the "Holder"), the principal sum of **TWENTY-FIVE THOUSAND DOLLARS** (\$25,000) in lawful currency of the United States (the "Principal Amount") on April 30, 2013 or such earlier date as the Note may be permitted to be repaid as provided hereunder (the "Maturity Date"), and to pay interest to the Holder on the aggregate outstanding principal amount of this Note at rate of 10% per annum, subject to Section 3.1 below, payable on the Maturity Date (except that, if any such date is not a Business Day, then such payment shall be due on the next succeeding Business Day) in cash, subject to the right of the Holder to convert the Principal Amount (plus any accrued and unpaid interest thereon) as provided for in the Subscription Agreement (as defined herein). Interest shall be calculated on the basis of a 360-day year and shall accrue daily commencing on the Issue Date until payment in full of the Principal Amount, together with all accrued and unpaid interest and other amounts which may become due hereunder, has been made. **The Company may prepay any portion of the Principal Amount (together with accrued and unpaid interest thereon) without the prior written consent of the Holder subject to the prepayment terms and conditions set out in Section 4 hereto.**

This Note is subject to the following additional provisions:

1. Subscription Agreement

This Note has been issued pursuant to the Subscription Agreement pursuant to which the Holder purchased this Note, and this Note is subject in all respects to the terms of the Subscription Agreement and incorporates the terms of the Subscription Agreement to the extent that they do not conflict with the terms of this Note. This Note may not be transferred or exchanged.

2. Events of Default

2.1 "Event of Default", wherever used herein, means any one of the following events (whatever the reason and whether it shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

- (a) any default in the payment of the Principal Amount of this Note when the same becomes due hereunder or thereunder, or if the Company makes default in the observance or performance of something required to be done or some covenant or condition required to be observed or performed in this Note, the Subscription Agreement or the General Security Agreement and, if such default is capable of being cured by the Company, the same is not cured within 15 calendar days (or, if such default is capable of being cured by the Company but not within such period of time and the Company has commenced taking action to cure such default within such period of time and diligently and in good faith continues taking such action, such greater period of time, not exceeding an additional 15 calendar days as may be necessary to cure such default); and
- (b) the Company shall commence, or there shall be commenced against the Company a case under any applicable bankruptcy or insolvency laws as now or hereafter in effect or any successor thereto, or the Company commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Company or there is commenced against the Company any such bankruptcy, insolvency or other proceeding which remains undismissed for a period of 60 days; or the Company is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the Company suffers any appointment of any custodian or the like for it or any substantial part of its property which continues undischarged or unstayed for a period of 60 days; or the Company makes a general assignment for the benefit of creditors; or the Company shall fail to pay, or shall state that it is unable to pay, or shall be unable to pay, its debts generally as they become due; or the Company shall call a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or the Company shall by any act or failure to act expressly indicate its consent to, approval of or acquiescence in any of the foregoing; or any corporate or other action is taken by the Company for the purpose of effecting any of the foregoing.

2.2 If any Event of Default occurs, subject to any cure period, the full Principal Amount, together with interest and other amounts owing in respect thereof to the date of acceleration shall become, at the Holder's election, immediately due and payable in cash. Upon payment of the full Principal Amount, together with interest and other amounts owing in respect thereof, in accordance herewith, this Note shall promptly be surrendered to or as directed by the Company. The Holder need not provide and the Company hereby waives any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such declaration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights until such time, if any, as the full payment under this Section 2.2 shall have been received by it. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

3. Security

As security for the obligations of the Company to the Holder pursuant to this Note, the Company has entered into the General Security Agreement for the benefit of the Holder.

4. Prepayment

The Company may, from time to time at its option, upon ten (10) days' prior written notice (a "**Prepayment Notice**") to the Holder, prepay (each a "**Prepayment**") all or part of this Note (with all accrued and unpaid interest thereon) prior to the Maturity Date (the "**Outstanding Principal**"). The Prepayment (less any tax required to be withheld by the Company) shall be paid by cheque or by such other reasonable means as the Company deems desirable. The mailing of such cheque from the Company's registered office, or the payment by such other reasonable means as the Company deems desirable, on or before the prepayment date shall be deemed to be payment on the Prepayment date unless the cheque is not paid upon presentation or payment by such other means is not received. Notwithstanding the foregoing, the Company shall be entitled to require at any time, and from time to time, that the Prepayment be paid to the Holder only upon presentation and surrender of this Note at the registered office of the Company or at any other place or places designated by the Prepayment Notice. If only a part of the Note is to be prepaid, a new certificate for the balance shall be issued at the expense of the Company.

5. Notices

Any and all notices or other communications or deliveries to be provided by the Holder hereunder shall be in writing, sent by a nationally recognized overnight courier service or by facsimile, addressed to the Company, **Attn: President** at 14301 N. 87th Street, Suite 301, Scottsdale, AZ 85260, facsimile: 480-272-7275 or such other address as the Company may specify for such purposes by notice to the Holder delivered in accordance with this Section 5. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service addressed to the Holder at the facsimile telephone number or address of such Holder appearing on the books of the Company, or if no such facsimile telephone number or address appears, at the address of the Holder to which this Note was delivered. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section 5 prior to 5:30 p.m. (Mountain Time Zone), (ii) the date after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section 5 later than 5:30 p.m. (Mountain Time Zone) on any date and earlier than 11:59 p.m. (Mountain Time Zone) on such date, (iii) the second business day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

6. Definitions

For the purposes hereof, in addition to the terms defined elsewhere in this Note: (i) capitalized terms not otherwise defined herein have the meanings given to such terms in the Subscription Agreement, and (ii) the following terms shall have the following meanings:

- (a) **“Business Day”** means any day except Saturday, Sunday and any day which shall be a federal legal holiday in the United States or a day on which banking institutions in the State of Arizona are authorized or required by law or other government action to close;
- (b) **“General Security Agreement”** means the General Security Agreement entered into between the Holder and the Company which secures the obligations of the Company under this Note in favor of the Holders;
- (c) **“Issue Date”** shall have the meaning shown on the first page of this Note;
- (d) **“Outstanding Principal”** has the meaning set out in Section 4 hereto;
- (e) **“Person”** means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency;
- (f) **“Prepayment”** has the meaning set out in Section 4 hereto;
- (g) **“Prepayment Notice”** has the meaning set out in Section 4 hereto; and
- (h) **“Subscription Agreement”** means the Subscription Agreement, dated as of February 21, 2013, to which the Company, the Holder and Global Lines Inc. are parties, as amended, modified or supplemented from time to time in accordance with its terms.

7. Replacement of Note if Lost or Destroyed

If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed but only upon receipt of evidence of such loss, theft or destruction of such Note, and of the ownership hereof, and indemnity, if requested, all reasonably satisfactory to the Company.

8. Governing Law

All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada, without regard to the principles of conflicts of law thereof.

9. Waivers

Any waiver by the Company or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of the Company or the Holder to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Note. Any waiver must be in writing.

10. Usury

If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates applicable laws governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum permitted rate of interest. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company from paying all or any portion of the principal of or interest on this Note as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this indenture, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefits or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impeded the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such as though no such law has been enacted.

11. Next Business Day

Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed by a duly authorized officer as of the date first above indicated.

ALKALINE 84, LLC

Per: _____
Authorized Signatory

**CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Stephen Rolls, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Global Lines Inc.;
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 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) 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) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under my supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) 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
 - (d) 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.

Date: May 17, 2013

/s/ Stephen Rolls

Stephen Rolls

Chief Executive Officer, Chief Financial Officer, President,

Secretary, Treasurer and Director

(Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer)

**CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, Stephen Rolls, hereby certifies, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the quarterly report on Form 10-Q of Global Lines Inc. for the period ended February 28, 2013 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Global Lines Inc.

Dated: May 17, 2013

/s/ Stephen Rolls
Stephen Rolls
Chief Executive Officer, Chief Financial Officer,
President, Secretary, Treasurer and Director
(Principal Executive Officer, Principal Financial Officer
and Principal Accounting Officer)
