

SUBSCRIPTION AGREEMENT
EARTHX® CORPORATION LTD
PRE-SEED EQUITY OFFERING
REGULATION D, RULE 506(b)

THIS SUBSCRIPTION AGREEMENT (this "Agreement") is entered into as of the date of Subscriber's signature below (the "Effective Date"), by and between **EARTHX® CORPORATION LTD**, an Ohio limited liability company (the "Company"), and the undersigned subscriber ("Subscriber" or "Investor").

RECITALS

WHEREAS, the Company is offering Non-Voting Membership Units (the "Units") to accredited, sophisticated, and non-accredited investors (subject to applicable limitations) in a private placement exempt from registration under Regulation D, Rule 506(b) of the Securities Act of 1933, as amended (the "Securities Act");

WHEREAS, the Company is conducting a Pre-Seed financing round seeking to raise up to Two Million Five Hundred Thousand Dollars (\$2,500,000) at a pre-money valuation of One Hundred Seventy-Five Million Dollars (\$175,000,000);

WHEREAS, the offering is limited to a maximum of thirty-five (35) non-accredited investors (the "F&F Investors") as permitted under Rule 506(b), with no limit on the number of accredited investors;

WHEREAS, the Subscriber desires to purchase Units in the Company on the terms and conditions set forth herein; and

WHEREAS, the Subscriber will execute a Joinder to the Company's Second Amended and Restated Operating Agreement contemporaneously with this Agreement to become a Member of the Company.

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

ARTICLE 1. SUBSCRIPTION FOR UNITS

1.1 Subscription Amount.

Subject to the terms and conditions of this Agreement, Subscriber hereby subscribes for and agrees to purchase from the Company the following:

Investment Amount:	\$ _____
Price Per Unit:	\$ _____ per Unit (see F&F Tiered Pricing, Section 1.2)
Number of Units:	_____ Non-Voting Membership Units
Type of Units:	Non-Voting Membership Units
Pre-Money Valuation:	\$175,000,000
Minimum Investment:	\$10,000
Maximum F&F Investors:	35 (non-accredited, per Rule 506(b))

1.2 F&F Tiered Pricing Schedule.

Friends & Family investors receive preferential unit pricing based on investment amount. Institutional / VC pricing is \$1.51 per Unit (based on the \$175,000,000 pre-money valuation divided by 116,239,450 total issued and outstanding Units). F&F pricing is as follows:

Investment Amount	Price/Unit	Units Received	vs VC Price (\$1.51)
\$10,000	\$0.60	16,667	60% discount
\$25,000	\$0.53	47,170	65% discount
\$50,000	\$0.45	111,111	70% discount
\$75,000	\$0.38	197,368	75% discount
\$100,000+	\$0.30	333,333+	80% discount

1.3 Investor Limitations.

This offering is open to accredited investors (as defined in Rule 501(a) of Regulation D), sophisticated investors, and non-accredited investors. Pursuant to Rule 506(b), the Company may accept subscriptions from a maximum of thirty-five (35) non-accredited investors who, either alone or with a purchaser representative, have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of this investment. There is no limit on the number of accredited investors. The Company shall provide non-accredited investors with the disclosure documents required by Rule 502(b) of Regulation D prior to sale.

1.4 Payment.

The Investment Amount shall be paid by Subscriber to the Company by wire transfer, ACH transfer, or check made payable to "EARTHX® Corporation Ltd" upon execution of this Agreement.

1.5 Acceptance.

This subscription is subject to acceptance by the Company in its sole discretion. The Company reserves the right to accept or reject this subscription in whole or in part for any reason or no reason.

1.6 Closing.

Upon acceptance of this subscription and receipt of the Investment Amount, the Company shall issue to Subscriber a Membership Certificate evidencing the Units purchased hereunder.

1.7 Use of Proceeds.

Proceeds from this offering will be used for general corporate purposes, including product development, regulatory compliance, market expansion, and working capital, as determined by the Managers in their discretion.

ARTICLE 2. RISK FACTORS AND ACKNOWLEDGMENTS

2.1 High-Risk Investment.

THE UNITS ARE SPECULATIVE SECURITIES INVOLVING A HIGH DEGREE OF RISK. SUBSCRIBER SHOULD NOT INVEST ANY FUNDS IN THIS OFFERING UNLESS SUBSCRIBER CAN AFFORD TO LOSE THE ENTIRE INVESTMENT. THERE IS NO ASSURANCE THAT SUBSCRIBER WILL REALIZE ANY RETURN ON THIS INVESTMENT OR THAT SUBSCRIBER WILL NOT LOSE THE ENTIRE INVESTMENT. SUBSCRIBER SHOULD CAREFULLY REVIEW THE RISK FACTORS DISCLOSURE PROVIDED WITH THIS AGREEMENT (EXHIBIT B) BEFORE INVESTING.

2.2 No Guarantee of Returns.

The Company makes no representations or warranties regarding future performance, potential returns, or the likelihood of any liquidity event, including any initial public offering, acquisition, merger, secondary sale, or distribution from operations. Any financial projections or estimates previously provided to Subscriber are forward-looking statements subject to significant uncertainty and are not guarantees of future results.

2.3 Illiquidity.

There is no public market for the Units. Subscriber may be unable to liquidate the investment and may be required to hold the Units for an indefinite period.

ARTICLE 3. SUBSCRIBER REPRESENTATIONS AND WARRANTIES

Subscriber hereby represents and warrants to the Company as follows:

3.1 Investor Status.

Subscriber is one of the following (check applicable box on the Investor Qualification Questionnaire attached hereto as Exhibit A):

(a) an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act;
OR

(b) a "sophisticated investor" who, alone or with a purchaser representative, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Units; OR

(c) a non-accredited investor who, alone or with a purchaser representative, has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of this investment, and who acknowledges receipt of the disclosure documents required by Rule 502(b) of Regulation D.

Subscriber acknowledges that the Company may accept subscriptions from no more than thirty-five (35) non-accredited investors in this offering pursuant to Rule 506(b).

3.2 Investment Intent.

Subscriber is acquiring the Units for Subscriber's own account for investment purposes only and not with a view toward resale or distribution.

3.3 Risk Acknowledgment.

Subscriber understands that: (a) the Units are speculative and involve a high degree of risk; (b) Subscriber may lose all or a substantial portion of the Investment Amount; (c) the Units are illiquid and there is no public market for the Units; and (d) Subscriber can afford to lose the entire Investment Amount.

3.4 Information Review.

Subscriber has received, reviewed, and understands the Company's Second Amended and Restated Operating Agreement, Private Placement Summary, Risk Factors Disclosure (Exhibit B), and

Investor Qualification Questionnaire (Exhibit A). Subscriber has had the opportunity to ask questions of the Company's management and has received satisfactory answers.

3.5 No General Solicitation.

Subscriber became aware of this offering through a pre-existing substantive relationship with the Company or its principals, and NOT through any form of general solicitation or general advertising.

3.6 Authority.

Subscriber has full power and authority to enter into this Agreement and to perform Subscriber's obligations hereunder.

3.7 No Reliance.

Subscriber is not relying on any representations or warranties other than those expressly set forth in this Agreement and the offering documents provided by the Company. Subscriber acknowledges that neither the Company nor any person acting on the Company's behalf has made any representation regarding projected or anticipated returns on this investment.

ARTICLE 4. COMPANY REPRESENTATIONS AND WARRANTIES

The Company hereby represents and warrants to Subscriber as follows:

4.1 Organization.

The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Ohio.

4.2 Authority.

The Company has full power and authority to issue and sell the Units and to perform its obligations under this Agreement.

4.3 Valid Issuance.

Upon issuance and payment of the Investment Amount, the Units will be validly issued, fully paid, and non-assessable.

4.4 Exemption.

The Company reasonably believes that the offer and sale of the Units is exempt from registration under the Securities Act pursuant to Regulation D, Rule 506(b).

4.5 Capitalization.

As of the date of this Agreement, the Company has 200,000,000 authorized Membership Units, of which 116,239,450 Units are issued and outstanding and 5,000,000 Units are reserved for the Company's 2025 Equity Incentive Plan (zero granted as of the date hereof). The Company has no outstanding options, warrants, or other convertible securities except as disclosed in the Operating Agreement and the offering documents.

4.6 Disclosure to Non-Accredited Investors.

The Company shall furnish to each non-accredited investor, prior to sale, the information specified in Rule 502(b)(2) of Regulation D, including the information that would be required in a registration statement on the form the Company would be entitled to use, financial statements, and a brief description of the securities being offered and the use of proceeds.

ARTICLE 5. TERMS OF UNITS

5.1 Non-Voting Units.

The Units are Non-Voting Membership Units as defined in the Company's Second Amended and Restated Operating Agreement. Non-Voting Units have the same economic rights as Voting Units but do not have voting rights except as required by law.

5.2 Conversion Rights.

Non-Voting Units may be converted into Voting Units on a one-for-one basis upon: (a) a Qualified Financing of at least Two Million Five Hundred Thousand Dollars (\$2,500,000); (b) an initial public offering; or (c) a Change of Control (as defined in the Operating Agreement).

5.3 Distributions.

Subscriber shall be entitled to receive distributions from the Company on a pro rata basis with other Members, as determined by the Managers in accordance with the Operating Agreement.

5.4 Transfer Restrictions.

The Units are subject to transfer restrictions as set forth in the Operating Agreement. Subscriber may not transfer Units without prior written consent of the Company.

5.5 Joinder Requirement.

As a condition to issuance of Units, Subscriber shall execute a Joinder to the Company's Second Amended and Restated Operating Agreement, thereby becoming a Member of the Company.

ARTICLE 6. INVESTOR RIGHTS

6.1 Information Rights.

For so long as Subscriber holds Units, the Company shall provide Subscriber with: (a) unaudited annual financial statements within one hundred twenty (120) days of each fiscal year-end; and (b) prompt written notice of any material adverse change in the Company's business, financial condition, or prospects.

6.2 Anti-Dilution Protection.

If the Company issues Units (other than pursuant to the Equity Incentive Plan, conversion of outstanding convertible instruments, or Founder IP Compensation tranches authorized under the Operating Agreement) at a price per Unit lower than the price per Unit paid by Subscriber hereunder, the Company shall issue to Subscriber such additional Units as are necessary to adjust Subscriber's effective price per Unit to equal the lower issuance price ("broad-based weighted-average anti-dilution"). The Company shall provide Subscriber with written notice of any such issuance within fifteen (15) days.

6.3 Pro-Rata Rights.

Subscriber shall have the right, but not the obligation, to participate in future equity offerings of the Company on a pro-rata basis (based on Subscriber's percentage ownership at the time of such offering), subject to customary exceptions for strategic transactions approved by the Managers.

6.4 Most-Favored-Nation.

If the Company enters into a subscription agreement with any subsequent investor in this offering round on terms materially more favorable than those set forth herein (excluding pricing tier differences attributable to investment amount), the Company shall promptly notify Subscriber and offer Subscriber the opportunity to amend this Agreement to incorporate such more favorable terms.

ARTICLE 7. REGULATORY COMPLIANCE

7.1 Rule 506(b) Exemption.

This offering is being conducted pursuant to Rule 506(b) of Regulation D under the Securities Act. The Units have not been registered under the Securities Act or any state securities laws. The Company may sell Units to an unlimited number of accredited investors and up to thirty-five (35) non-accredited investors who meet the sophistication requirements of Rule 506(b).

7.2 Restricted Securities.

The Units are "restricted securities" as defined in Rule 144 under the Securities Act and may not be resold without registration or an applicable exemption.

7.3 Legend.

Each Membership Certificate shall bear substantially the following legend:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF WITHOUT REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN APPLICABLE EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS."

7.4 Form D Filing.

The Company shall file a Form D with the U.S. Securities and Exchange Commission within fifteen (15) days of the first sale of Units in this offering and shall make any required state securities filings ("Blue Sky" filings) in jurisdictions where Units are sold.

ARTICLE 8. MISCELLANEOUS

8.1 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.

8.2 Entire Agreement.

This Agreement, together with the Joinder, Second Amended and Restated Operating Agreement, Risk Factors Disclosure (Exhibit B), and Investor Qualification Questionnaire (Exhibit A), constitutes the entire agreement between the parties with respect to the subject matter hereof.

8.3 Amendments.

This Agreement may not be amended except by a written instrument signed by both parties.

8.4 Severability.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed original signatures for all purposes.

8.6 Notices.

All notices under this Agreement shall be in writing and delivered to the addresses set forth on the signature page, or to such other address as either party may designate in writing.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the date first written above.

INVESTOR STATUS (Check all that apply):

- ☐ I am an ACCREDITED INVESTOR (as defined in Rule 501(a) of Regulation D)
- ☐ I am a SOPHISTICATED / NON-ACCREDITED INVESTOR with knowledge and experience in financial matters
- ☐ I am a FAMILY MEMBER of the Founder or a principal of the Company
- ☐ I am a FAMILY FRIEND of the Founder or a principal of the Company
- ☐ OTHER (specify): _____

SUBSCRIBER:

Signature: _____

Printed Name: _____

Date: _____

Address: _____

City, State, ZIP: _____

Email: _____

Phone: _____

COMPANY:

EARTH[®] CORPORATION LTD

By: _____

Name: Anthony Christopher St. Michael

Title: Founder & CEO/CTO

Date: _____

COMPANY ACCEPTANCE

Investment Amount Received:	\$ _____
Price Per Unit:	\$ _____ per Unit (per Section 1.2)
Units Issued:	_____ Non-Voting Membership Units
Investor Type:	☐ Accredited ☐ Sophisticated ☐ Non-Accredited
F&F Investor Number:	_____ of 35 (non-accredited only)
Certificate Number:	NV- _____
Acceptance Date:	_____

Authorized Signature: _____

Anthony Christopher St. Michael, CEO

EXHIBIT A

INVESTOR QUALIFICATION QUESTIONNAIRE

[To be completed by Subscriber and returned with this Agreement.]

The purpose of this Questionnaire is to determine whether Subscriber qualifies as an accredited investor, sophisticated investor, or non-accredited investor for purposes of Rule 506(b) of Regulation D under the Securities Act of 1933. All information provided will be treated confidentially.

SECTION 1: ACCREDITED INVESTOR CRITERIA (Check all that apply):

- ☐ Individual with net worth (or joint net worth with spouse/partner) exceeding \$1,000,000, excluding the value of primary residence.
- ☐ Individual with income exceeding \$200,000 (or joint income with spouse/partner exceeding \$300,000) in each of the two most recent years and a reasonable expectation of reaching the same income level in the current year.
- ☐ Director, executive officer, or general partner of the Company.
- ☐ Entity with total assets exceeding \$5,000,000 not formed for the specific purpose of acquiring the Units.
- ☐ Entity in which all equity owners are accredited investors.
- ☐ Holder of a Series 7, Series 65, or Series 82 license in good standing.

SECTION 2: IF SOPHISTICATED OR NON-ACCREDITED INVESTOR:

If you do not qualify as an accredited investor and are not in the Family/Friend category, please describe your knowledge and experience in financial and business matters sufficient to evaluate the merits and risks of this investment (or identify your purchaser representative, if applicable):

Purchaser Representative (if any): _____

Representative's Qualifications: _____

SECTION 3: ACKNOWLEDGMENT

Subscriber acknowledges that: (a) the Company may accept subscriptions from no more than thirty-five (35) non-accredited investors; (b) non-accredited investors must receive all disclosure documents required by Rule 502(b) of Regulation D prior to sale; and (c) Subscriber has received such documents.

Subscriber Signature: _____ Date: _____

EXHIBIT B

RISK FACTORS DISCLOSURE

AN INVESTMENT IN THE UNITS OF EARTHX® CORPORATION LTD (THE "COMPANY") IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER THE FOLLOWING RISK FACTORS, IN ADDITION TO THE OTHER INFORMATION PROVIDED IN THE SUBSCRIPTION AGREEMENT AND OPERATING AGREEMENT, BEFORE MAKING AN INVESTMENT DECISION. THE FOLLOWING RISKS ARE NOT EXHAUSTIVE; ADDITIONAL RISKS NOT PRESENTLY KNOWN TO THE COMPANY OR CURRENTLY DEEMED IMMATERIAL MAY ALSO ADVERSELY AFFECT THE COMPANY AND YOUR INVESTMENT.

1. Technology Development Company; No Intent to Deploy Platforms Commercially

EARTHX® Corporation Ltd. is a technology development corporation. The Company does not intend to commercially deploy, operate, or market its platforms directly to end users. The Company's strategy is to develop proprietary technology and intellectual property — including the XP2P® core process and 21 related platform architectures — and to seek the sale or licensing of that technology to qualified buyers, either directly or through IP brokerage firm(s), with a cash/securities buy-out and IPO provision. Accordingly, the Company has no operating history, no customers, no revenue, and no established market presence, and these conditions are expected to continue for the foreseeable future as a function of the Company's business model, not as a failure to execute. The Company has reported net losses of (\$342,330) for fiscal year 2025 and (\$146,930) year-to-date through July 2, 2026. There is no assurance that the Company will successfully identify a buyer or licensee for its technology, that any sale or licensing transaction will occur on favorable terms or at all, or that the proceeds of any such transaction will be sufficient to provide a return on investment. Investors should understand that the Company's value proposition is entirely dependent on the successful monetization of its intellectual property through a disposition or licensing event, and that no such event is guaranteed.

2. Speculative Nature of Investment; Possibility of Total Loss

This investment is highly speculative. The Company has limited tangible assets (total assets of \$934,875 as of July 2, 2026, consisting primarily of capitalized intellectual property at cost), and its independent 409A valuation concluded a fair market value of \$465,995 on a discounted, non-marketable, non-controlling basis. Because the Company does not intend to generate revenue through operations, the entire investment thesis depends on a future IP sale, licensing transaction, or IPO — none of which is assured. There is no assurance that the Company's intellectual property

or business model will generate commercial value. Investors should be prepared to lose the entire amount of their investment and should not invest funds they cannot afford to lose.

3. Illiquidity; No Public Market for the Units

There is no public trading market for the Units, and none is expected to develop in the foreseeable future. The Units are restricted securities under the Securities Act of 1933 and are subject to transfer restrictions under both federal securities law and the Company's Operating Agreement. Investors may be unable to sell, transfer, or otherwise liquidate their Units for an indefinite period. Any future liquidity event — including an initial public offering, acquisition, or secondary sale — is uncertain in timing, structure, and probability.

4. Dilution from Future Issuances

Investors' percentage ownership of the Company will be diluted by future issuances of Units. The Company's Operating Agreement authorizes 200,000,000 total Membership Units, of which 116,239,450 are currently issued and outstanding. Sources of future dilution include: (a) the Founder IP Compensation program, under which the three Founders have received two tranches totaling 60,000,000 Units in recognition of contributed intellectual property valued at \$0.50/unit under §721, and additional tranches may be authorized as the IP portfolio expands; (b) the 2025 Equity Incentive Plan, which reserves 5,000,000 Units for employee, advisor, and contractor grants (zero granted to date); and (c) future financing rounds. While the Subscription Agreement includes anti-dilution protection for below-price issuances, Founder IP Compensation tranches and Equity Incentive Plan grants are expressly excluded from that protection.

5. Concentration of Management Authority

The Company is managed by its Manager(s) under the Operating Agreement, with substantially all operational, financial, and strategic decisions made by the Founder and CEO, Anthony Christopher St. Michael. Non-Voting Unit holders do not have voting rights except as required by law. Investors will have no control over the Company's day-to-day operations, strategic direction, use of proceeds, compensation decisions, IP contribution valuations, or the timing and terms of future financing rounds. The Manager has broad discretionary authority, including the authority to issue additional Units, incur debt, enter into material contracts, and approve Founder IP Compensation tranches without investor approval.

6. Intellectual Property Risks

The Company's value is substantially dependent on its intellectual property portfolio, which currently consists of 21 USPTO filings (5 non-provisional patent applications and 16 provisional applications) covering the XP2P® core process and related platform technologies. Provisional patent applications expire after 12 months if not converted to non-provisional applications, and there is no assurance that any pending application will result in an issued patent. Even if patents

are granted, they may be challenged, invalidated, or designed around by competitors. The Company's IP has not been independently appraised for commercial purposes in connection with this offering; the IP Portfolio Memorandum's estimated commercial fair value range (\$847M–\$2.1B+) reflects the Company's internal assessment and has not been validated by third-party buyers, licensees, or market transactions. Additionally, the Company's trademark portfolio (including EARTH[®]X, XP2P[®], and related marks) may face challenges from third parties, and there is no assurance that all marks will achieve or maintain registration.

7. Regulatory and Legal Risks

The Company's planned platforms operate across multiple regulated industries, including financial technology (UBII[™]), lottery and gaming (LOTTERII[™], GAMBLIING[™]), digital assets and blockchain (UTOPIIA[™]), and housing finance (LIIVING[™]). Each of these sectors is subject to complex, evolving, and often jurisdiction-specific regulatory frameworks, including state money transmission laws, gaming commission regulations, securities regulations applicable to digital assets, and consumer protection statutes. The Company has not yet obtained any regulatory licenses or approvals. There is no assurance that the Company will be able to obtain required licenses, that the regulatory environment will remain favorable, or that changes in law or regulation will not render one or more platforms commercially unviable. Regulatory compliance costs may be substantial and may divert resources from product development.

8. Competition

The financial technology, digital payments, blockchain, and online gaming sectors are intensely competitive. The Company will compete with well-established companies that have significantly greater financial, technical, marketing, and human resources, including established FinTech platforms, payment processors, licensed gaming operators, and blockchain networks. Many competitors have existing customer bases, brand recognition, regulatory approvals, and operational infrastructure that the Company currently lacks. There is no assurance that the Company's peer-to-peer architectural approach or its specific platform implementations will achieve market acceptance or competitive differentiation sufficient to attract and retain users at the scale contemplated by the Company's projections.

9. Dependence on Key Personnel

The Company is critically dependent on its Founder and CEO, Anthony Christopher St. Michael, who serves as the sole Manager, primary technologist, architect of the IP portfolio, and principal operator. The loss of the Founder's services — whether due to death, disability, departure, or other cause — would materially and adversely affect the Company's ability to execute its business plan, prosecute its patent portfolio, develop its platforms, raise capital, and maintain relationships with investors and partners. The Company does not currently maintain key-person life insurance on the

Founder. There is no assurance that the Company will be able to attract, retain, or afford qualified personnel to supplement or replace the Founder's contributions.

10. General Economic and Market Conditions

The Company's prospects are subject to risks arising from adverse changes in general economic and market conditions, including inflation, interest rate fluctuations, recession, geopolitical instability, disruptions in financial markets, and changes in investor sentiment toward early-stage technology companies. Unfavorable economic conditions may reduce the availability of future financing, delay product adoption, increase operating costs, or diminish the likelihood or valuation of a future liquidity event. The Company's ability to raise additional capital — which will be necessary to fund operations beyond the proceeds of this offering — is not guaranteed, and failure to secure additional funding on acceptable terms could require the Company to curtail or cease operations.

INVESTOR ACKNOWLEDGMENT

By signing the Subscription Agreement, Subscriber acknowledges that Subscriber has received, read, and understands these Risk Factors, and that Subscriber is making an investment decision based on Subscriber's own evaluation of the risks described herein and in the other offering documents provided by the Company.

Subscriber Signature: _____ Date: _____

Printed Name: _____