

THE SHARES OF CLASS “A” COMMON STOCK (THE “SHARES”) OF FLASHGAS.COM INC ., SUBJECT TO THIS SUBSCRIPTION AGREEMENT (THIS “SUBSCRIPTION AGREEMENT”) ARE SECURITIES WHICH HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”).

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE BEING OFFERED) PURSUANT TO THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, PROVIDED BY REGULATION D, RULE 506(b), AND MAY BE PURCHASED ONLY BY “ACCREDITED INVESTORS” (AS THAT TERM IS DEFINED IN THE ACT). THE DEFINITION OF “ACCREDITED INVESTOR” IS SET FORTH IN SECTION 4. OF THIS SUBSCRIPTION AGREEMENT.

FlashGas.com Inc.,

REGULATION “506b” SUBSCRIPTION AGREEMENT

REGULATION D SUBSCRIPTION AGREEMENT, dated as of _____, by and between FlashGas.com Inc ., (the “**Company**”), and the undersigned subscriber (the “**Subscriber**”).

BACKGROUND

The Company is seeking to raise up to US \$5,000,000 for 5 million Class “A” shares at \$1 per share of additional capital (the “**Offering**”) through an offering of its common stock, par value \$0.000001 (“**Common Class “A” Stock**”) to U.S. Persons. The Subscribers desire to subscribe for;

_____ shares (the “**Class “A” Shares**”) of Common Stock subject to and in accordance with the terms of this Agreement (“**this Agreement**”).

NOW, THEREFORE, in consideration of the premises and the respective promises hereinafter set forth, the parties hereto hereby agree as follow:

1. **SALE AND PURCHASE OF SECURITIES.**

The Subscriber hereby agrees to purchase Class ‘A’ Shares at a price per share equal to **\$1**;

The payment of the subscription amount of \$ _____ shall be made to the Company by credit, debit card or wire transfer.

2. **REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER.** The Subscriber by his signature below hereby represents, warrants and certifies to the Company as follows: -

a. The Subscriber, either alone or with the Subscriber’s purchaser representative(s), has the knowledge and experience in financial and business matters necessary to evaluate the merits and risks of its prospective investment in the Company, and has carefully reviewed and understands the risks of, and other considerations relating to, the purchase of Shares and the tax consequences of the investment, and has the ability to bear the economic risks of the investment. The Subscriber can afford the loss of its entire investment.

b. The Subscriber is acquiring the Shares for investment for its own account and not with the view to, or for resale in connection with, any distribution thereof. The Subscriber understands and acknowledges that the Shares have not been registered under the Securities Act or any state securities laws, by reason of a specific exemption from the registration provisions of the Securities Act and applicable state securities laws, which depends upon, among other things, the bona fide nature of the investment intent as expressed herein. The Subscriber further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to any third person with respect to any of the Shares. The Subscriber understands and acknowledges that the offering of the Shares pursuant to this Agreement will not be registered under the Securities Act nor under the state securities laws on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from the registration requirements of the Securities Act and any applicable state securities laws.

c. The Subscriber acknowledges that the Subscriber has completed the attached Investor Certification and that the information contained therein is complete and accurate as of the date thereof and is hereby affirmed as of the date hereof. Any information that has been furnished or that will be furnished by the undersigned to evidence its status as an accredited or unaccredited investor is accurate and complete, and does not contain any misrepresentation or omission. The Subscriber shall submit to the Company such further assurances of such status as may be reasonably requested by the Company. The Subscriber resides in the jurisdiction set forth on the Subscriber's Omnibus Signature Page affixed hereto.

d. The Subscriber (i) if a natural person, represents that he or she is the greater of (A) 21 years of age or (B) the age of legal majority in his or her jurisdiction of residence, and has full power and authority to execute and deliver this Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, or limited liability company or partnership, or association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state or jurisdiction of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Agreement has been duly authorized by all necessary action, this Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (iii) if executing this Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom the Subscriber is executing this Agreement, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this Agreement and make an investment in the Company, and represents that this Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Subscriber is a party or by which it is bound.

e. The Subscriber understands that the Shares are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and such Subscriber's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Subscriber set forth herein in order to determine the availability of such exemptions and the eligibility of such Subscriber to acquire such securities. The Subscriber further acknowledges and understands that the Company is relying on the representations and warranties made by the Subscriber hereunder and that such representations and warranties are a material inducement to the Company to sell the Shares to the Subscriber. The Subscriber further acknowledges that without such representations and warranties of the Subscriber made hereunder, the Company would not enter into this Agreement with the Subscriber.

f. The Subscriber understands that no public market now exists, and there may never be a public market for, the Shares, that only a limited public market for the Company's Common Stock exists and that there can be no assurance that an active public market for the Common Stock will exist or continue to exist.

g. The Subscriber has received and reviewed information about the Company, including the Disclosure Materials, and has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management. The Subscriber has had an opportunity to ask questions and receive answers concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the Disclosure Materials. The Subscriber understands that such discussions, as well as any Disclosure Materials provided by the Company, were intended to describe the aspects of the Company's business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's control. Additionally, the Subscriber understands and represents that it is purchasing the Shares notwithstanding the fact that the Company may disclose in the future certain material information the Subscriber has not received, including (without limitation) financial statements of the Company for the current or prior fiscal periods, and any subsequent period financial statements that will be filed with the SEC, that it is not relying on any such information in connection with its purchase of the Shares and that it waives any right of action with respect to the nondisclosure to it prior to its purchase of the Shares of any such information. Each Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Shares.

h. The Subscriber acknowledges that none of the Company or any Placement Agents or brokers that may be retained by the Company in connection with the Offering is acting as a financial advisor or fiduciary of the Subscriber (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated hereby and thereby, and no investment advice has been given by the Company or any Placement Agents or brokers that may be retained by the Company or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby. The Subscriber further represents to the Company that the Subscriber's decision to enter into the Transaction Documents has been based solely on the independent evaluation by the Subscriber and its representatives.

i. As of the Closing, all actions on the part of Subscriber, and its officers, directors and partners, if applicable, necessary for the authorization, execution and delivery of this Agreement and the Registration Rights Agreement and the performance of all obligations of the Subscriber hereunder and thereunder shall have been taken, and this Agreement and the Registration Rights Agreement, assuming due execution by the parties hereto and thereto, constitute valid and legally binding obligations of the Subscriber, enforceable in accordance with their respective terms, subject to: (i) judicial principles limiting the availability of specific performance, injunctive relief, and other equitable remedies and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

j. Subscriber represents that neither it nor, to its knowledge, any person or entity controlling, controlled by or under common control with it, nor any person having a beneficial interest in it, nor any person on whose behalf the Subscriber is acting: (i) is a person listed in the Annex to Executive Order No. 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism); (ii) is named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control; (iii) is a non-U.S. shell bank or is providing banking services indirectly to a non-U.S. shell bank; (iv) is a senior non-U.S. political figure or an immediate family member or close associate of such figure; or (v) is otherwise prohibited from investing in the Company pursuant to applicable U.S. anti-money laundering, anti-terrorist and asset control laws, regulations, rules or orders (categories (i) through (v), each a "Prohibited Subscriber"). The Subscriber agrees to provide the Company, promptly upon request, all information that the Company reasonably deems necessary or appropriate to comply with applicable U.S. anti-money laundering, anti-terrorist and asset control laws, regulations, rules and orders. The Subscriber consents to the disclosure to U.S. regulators and law enforcement authorities by the Company and its affiliates and agents of such information about the Subscriber as the Company reasonably deems necessary or appropriate to comply with applicable U.S. anti-money laundering, anti-terrorist and asset control laws, regulations, rules and orders. If the Subscriber is a financial institution that is

subject to the USA Patriot Act, the Subscriber represents that it has met all of its obligations under the USA Patriot Act. The Subscriber acknowledges that if, following its investment in the Company, the Company reasonably believes that the Subscriber is a Prohibited Subscriber or is otherwise engaged in suspicious activity or refuses to promptly provide information that the Company requests, the Company has the right or may be obligated to prohibit additional investments, segregate the assets constituting the investment in accordance with applicable regulations or immediately require the Subscriber to transfer the Shares. The Subscriber further acknowledges that the Subscriber will have no claim against the Company or any of its affiliates or agents for any form of damages as a result of any of the foregoing actions.

If the Subscriber is affiliated with a non-U.S. banking institution (a “Foreign Bank”), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

k. The Subscriber or its duly authorized representative realizes that because of the inherently speculative nature of businesses of the kind conducted and contemplated by the Company, the Company’s financial results may be expected to fluctuate from month to month and from period to period and will, generally, involve a high degree of financial and market risk that could result in substantial or, at times, even total losses for investors in securities of the Company.

l. The Subscriber has adequate means of providing for its current and anticipated financial needs and contingencies, is able to bear the economic risk for an indefinite period of time and has no need for liquidity of the investment in the Shares and could afford complete loss of such investment.

m. The Subscriber is not subscribing for Shares as a result of or subsequent to any advertisement, article, notice or other communication, published in any newspaper, magazine or similar media or broadcast over television, radio, or the internet, or presented at any seminar or meeting, or any solicitation of a subscription by a person not previously known to the Subscriber in connection with investments in securities generally.

n. The Subscriber acknowledges that no U.S. federal or state agency or any other government or governmental agency has passed upon the Shares or made any finding or determination as to the fairness, suitability or wisdom of any investments therein.

o. The Subscriber agrees to be bound by all of the terms and conditions of the Registration Rights Agreement and to perform all obligations thereby imposed upon it.

p. All of the information that the Subscriber has heretofore furnished or which is set forth herein is true, correct and complete as of the date of this Agreement, and, if there should be any material change in such information prior to the Closing Date, the Subscriber will immediately furnish revised or corrected information to the Company.

q. (For ERISA plans only) The fiduciary of the Employee Retirement Income Security Act of 1974 (“ERISA”) plan (the “Plan”) represents that such fiduciary has been informed of and understands the Company’s investment objectives, policies and strategies, and that the decision to invest “plan assets” (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Subscriber fiduciary or Plan (a) is responsible for the decision to invest in the Company; (b) is independent of the Company or any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Purchaser fiduciary or Plan has not relied primarily on any advice or recommendation of the Company or any of its affiliates.

Transfer Restrictions. The Subscriber acknowledges and agrees as follows:

a. The Shares have not been registered for sale under the Securities Act, in reliance on the private offering exemption in Regulation D thereunder; other than as expressly provide in the Registration Rights Agreement, the Company does not currently intend to register the Shares under the Securities Act at any time in the future; and the undersigned will not immediately be entitled to the benefits of Rule 144 with respect to the Shares.

b. The Subscriber understands that there are substantial restrictions on the transferability of the Shares that the certificates representing the Shares shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such certificates or other instruments):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS, AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (2) AN EXEMPTION FROM SUCH REGISTRATION EXISTS AND THE COMPANY RECEIVES AN OPINION OF COUNSEL TO THE HOLDER OF SUCH SECURITIES, WHICH COUNSEL AND OPINION ARE SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR TRANSFERRED IN THE MANNER CONTEMPLATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

The legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of the Shares upon which it is stamped, if (a) such Shares are sold pursuant to a registration statement under the Securities Act, or (b) such holder delivers to the Company an opinion of counsel, reasonably acceptable to the Company, that a disposition of the Shares is being made pursuant to an exemption from such registration and that the Shares, after such transfer, shall no longer be "restricted securities" within the meaning of Rule 144.

3. INDEMNITY BY THE SUBSCRIBER. The Subscriber understands and acknowledges that the Company is relying on the representations made by the Subscriber herein, and, thus, hereby agrees to indemnify the Company, and its respective officers and directors, agents, attorneys, and employees, and agrees to hold them harmless from and against any and all loss, damage, liability, or expense, including reasonable attorney's fees, that it or any of them may suffer, sustain, or incur by reason of or in connection with any misrepresentation or breach of warranty or agreement made by the Subscriber under this Agreement.

4. MISCELLANEOUS

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns. This Agreement shall not be assignable, in whole or in part. The Company is bound by this Agreement to refuse to register any transfer of the Shares not made in accordance with the provisions of Regulation D, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration.

(b) This Agreement and any additional agreements and other documents delivered pursuant hereto set forth the entire agreement and understanding of the parties in respect of the subject matter hereof and thereof and supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and thereof. This Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties.

(c) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

- (d) The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions hereof, and the remainder of the Agreement shall be construed as if such invalid or unenforceable provision were modified to the extent necessary to make it valid or enforceable but remain within the spirit of this Agreement, or if that is not possible, then omitted.
- (e) All notices provided for in this Agreement shall be in writing signed by the party giving such notice, and delivered personally or sent by overnight courier or messenger or sent by registered or certified mail, return receipt requested, or by telex, facsimile transmission, telegram or similar means of communication if confirmed by mail to the Company at its current address and to the Subscriber at its address as it appears on the books and records of the Company. Notices shall be deemed to have been received on the date of personal delivery or facsimile, or if sent by certified or registered mail, return receipt requested, shall be deemed to be delivered on the third business day after the date of mailing.
- (f) This Agreement shall be governed and construed by the laws of the State of New York, without giving effect to conflicts of laws principles of such state.

ACCREDITED INVESTOR VERIFICATION

The undersigned prospective investor (“**Subscriber**”) hereby delivers this Accredited Investor Verification (this “**Verification**”) to FLASHGAS.COM INC ., a Delaware corporation (the “**Company**”), for the primary purpose of (a) establishing that Subscriber is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D promulgated under Section 4(a)(2) of the Securities Act of 1933, as amended (the “**Securities Act**”) and (b) providing the Company with certain related representations, warranties and covenants. Subscriber has also provided or will, before Subscriber’s subscription is finalized, verification of Subscriber’s status as an accredited investor by (1) placing initials next to any of the descriptions provided in paragraph 1 or paragraph 2, as applicable, and (2) by having the applicable person verifying Subscriber’s status as an accredited investor sign the Third-Party Verification form included herein. Subscribers who are not individuals should contact the Company for verification forms.

1. Specific Representations by Subscribers That Are Natural Persons. If Subscriber is a natural person, Subscriber hereby represents and warrants to the Company that Subscriber is an accredited investor because Subscriber meets each of the definitions below that are initialed (or checked) by Subscriber:

_____ Subscriber is a natural person whose individual net worth, or joint net worth with Subscriber’s spouse, exceeds \$1,000,000.

For purposes of calculating “net worth” under this section, (a) Subscriber’s primary residence shall not be included as an asset, (b) indebtedness that is secured by Subscriber’s primary residence, up to the estimated fair market value of Subscriber’s primary residence as of the date of this Questionnaire, shall not be included as a liability (except that if the amount of such indebtedness outstanding as of the date of this Questionnaire exceeds the amount outstanding 60 days prior to the date of this Questionnaire, other than as a result of the acquisition of such primary residence, the amount of such excess shall be included as a liability), and (c) indebtedness that is secured by Subscriber’s primary residence in excess of the estimated fair market value of Subscriber’s primary residence as of the date of this Questionnaire shall be included as a liability.

Subscriber is a natural person who had individual income exceeding \$200,000 in each of the last two calendar years and Subscriber has a reasonable expectation of reaching the same income level in the current calendar year.

For purposes of this section, “income” means total income from all sources whether or not taxable by the United State or any other jurisdiction.

Subscriber is a natural person who had joint income Subscriber’s spouse exceeding \$300,000 in each of the last two calendar years and Subscriber has a reasonable expectation of reaching the same income level in the current calendar year.

For purposes of this section, “income” means total income from all sources whether or not taxable by the United States or any other jurisdiction.

Subscriber is a director or executive officer of the Company.

For purposes of this section, “executive officer” means the president; any vice president in charge of a principal business unit, division or function, such as sales, administration or finance; or any other person or persons who perform(s) such functions for the Company.

2. Specific Representations by Subscribers That Are Entities. If Subscriber is an entity, Subscriber hereby represents and warrants to the Company that Subscriber is an accredited

investor because Subscriber meets each of the definitions below that are initialed (or checked) by an authorized representative of Subscriber. The Company will notify Subscriber of the information required to verify the subscribing entity's accredited investor status and such verifying information must be provided to complete the subscription of the subscribing entity.

_____ Subscriber is a bank, as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or a fiduciary capacity.

_____ Subscriber is a broker dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended.

_____ Subscriber is an insurance company, as defined in Section 2(a)(13) of the Securities Act.

_____ Subscriber is an investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that act.

_____ Subscriber is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

_____ Subscriber is a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if the plan has total assets in excess of \$5 million.

_____ Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

_____ Subscriber is a private business development company, as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

_____ Subscriber is a corporation, Massachusetts or similar business trust, or partnership, or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, in any such case, that was not formed for the specific purpose of acquiring securities of the Company, and that has total assets in excess of \$5 million.

_____ Subscriber is a trust with total assets in excess of \$5 million not formed for the specific purpose of acquiring securities of the Company, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.

_____ Subscriber is an entity in which all of the equity owners qualify as accredited investors under one of the sections set forth above in Section 1 or in this Section 2 of this Questionnaire.

NOTE: IF SUBSCRIBER QUALIFIES AS AN ACCREDITED INVESTOR UNDER THIS SECTION ONLY, THE EQUITY OWNERS OF SUBSCRIBER MUST BE IDENTIFIED BELOW, AND EACH SUCH EQUITY OWNER MUST ALSO COMPLETE AND DELIVER TO THE COMPANY A COPY AN ACCREDITED INVESTOR VERIFICATION BY ONE OF THE METHODS LISTED ABOVE FOR INDIVIDUALS.

3. Additional Representation of Subscriber. Subscriber hereby represents and warrants to the Company that Subscriber has not incurred any debt secured by Subscriber's primary residence for the purpose of inflating Subscriber's net worth to qualify as an accredited investor or

for the purpose of raising funds to invest in any securities of the Company. Between the date of this Questionnaire and the date if any on which Subscriber invests in the Securities, Subscriber does not intend to, and will not, incur any debt to be secured by Subscriber's primary residence for the purpose of either inflating Subscriber's net worth to qualify as an accredited investor or raising funds to invest in the Securities.

4. Reliance on Representations and Warranties. Subscriber understands and acknowledges that the Company will rely upon the representations and warranties contained in this Accredited Investor Verification in issuing Securities to Subscriber and in making any decision to accept an investment by Subscriber in the Company. Subscriber agrees that the representations, warranties and agreements set forth in this Accredited Investor Verification shall survive any decision by the Company to accept an investment by Subscriber in the Securities.

Subscriber's signature on the SUBSCRIPTION AGREEMENT AND ACCREDITED INVESTOR VERIFICATION SIGNATURE PAGE (page 13) constitutes Subscriber's certification of accredited investor status.

Signing page follows

IN WITNESS whereof this Agreement has been duly executed by all parties hereto the day and year first written above.

Subscriber full legal name:

Subscriber address:

Social Security number:

Subscriber email:

Agreed and confirmed to the above by:

SUBSCRIBER'S SIGNATURE

Agreed and confirmed to the above by the company:

Name: Jose Alejandro Obando
Title: CEO

Government ID:

Payment amount: