

SUBSCRIPTION AGREEMENT

PYROCHILL SOLUTIONS, INC.

This SUBSCRIPTION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date") by and between PYROCHILL Solutions, Inc., located at 102 S. Tejon, 1100, Colorado Springs, Colorado 80903 (the "Company") and Name _____ Address _____ City _____, State _____, Zip _____ (the "Subscriber").

RECITALS

WHEREAS, the Subscriber wishes to subscribe for _____ shares (the "Shares") of the capital stock of PYROCHILL Solutions, Inc. at the subscription price of \$1.00 per share for an aggregate purchase price of \$_____ ("Aggregate Purchase Price");

WHEREAS, the Subscriber hereby acknowledges that the Company is relying upon the accuracy and completeness of the representations in this Agreement in complying with its obligations under applicable federal and state securities laws;

WHEREAS, the Subscriber hereby acknowledges and certifies that the Subscriber received and read the Private Placement Memorandum of PYROCHILL Solutions, Inc. dated May 01, 2023 and any supplements thereto (the "Private Placement Memorandum"), and the Subscriber is familiar with the terms and provisions thereof;

WHEREAS, it is the intention of the parties to the Agreement that this subscription will be made pursuant to appropriate exemptions (the "Exemption") from the registration and prospectus or equivalent requirements of all rules, policies, notices, orders, and legislation of any kind (collectively the "Securities Rules") of all jurisdictions applicable to this subscription;

WHEREAS, the Shares are being offered by management only to Accredited Investors as described in the Securities Act of 1933, as amended (the "Act");

NOW THEREFORE, for the reasons set forth above, and in consideration of the foregoing and of the mutual promises and covenants of the Company and Subscriber contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Subscriber agree as follows:

I. SUBSCRIPTION AND PURCHASE PRICE

i. Subject to the conditions set forth in Section 2 hereof, the Subscriber hereby subscribes for and agrees to purchase the number of Shares indicated in the above recitals hereof on the terms and conditions described herein.

ii. The Subscriber understands and acknowledges that the purchase price to be remitted to the Company in exchange for the Shares is \$1.00 per Share, for an Aggregate Purchase Price as set forth in the above recitals hereof. The Subscriber's delivery of this Agreement to the Company shall be accompanied by payment for the Shares subscribed for hereunder, payable in United States Dollars, delivered to the Company in the manner proscribed in the Private Placement Memorandum. The Subscriber understands and agrees that, subject to Section 2 and applicable laws, by executing this Agreement, the Subscriber is entering into a binding agreement.

II. ACCEPTANCE, OFFERING TERM AND CLOSING PROCEDURES

i. Subject to full, faithful and punctual performance and discharge by the Company of all of its duties, obligations and responsibilities as set forth in this Agreement and any other agreement entered into between the Subscriber and the Company relating to this subscription (collectively the "Transaction Documents") to be performed or discharged on or prior to the closing, in which such Subscriber participates, the Subscriber shall be legally bound to purchase the Shares pursuant to the terms and conditions set forth in this Agreement. For the Avoidance of doubt, upon the occurrence of the failure by the Company to fully, faithfully and punctually perform and discharge any of its duties, obligations and responsibilities as set forth in any of the Transactions Documents, which shall have been performed or otherwise discharged prior to the Closing (as defined below), the Subscriber may, on or prior to the Closings, at its sole and absolute discretion, elect not to purchase the Shares and provide instructions to the Company to receive the full and immediate refund of the Aggregate Purchase Price.

ii. Closings of this Offering will occur upon acceptance of each Agreement by the Company (each a "Closing Date"). The Offering will continue until the Termination Date. The Shares purchased by the Subscriber will be delivered by the Company promptly following each Closing Date.

iii. The Subscriber acknowledges and agrees that this Agreement and any other documents delivered in connection herewith will be held by the Company. Prior to the Company's execution, in the event that this Agreement is not accepted by the Company for whatever reason, which the Company expressly reserves the right to do, the Agreement, the Aggregate Purchase Price received (without interest thereon or deduction therefrom) and any other documents delivered in connection herewith will be returned to the Subscriber at the address of the Subscriber as set forth in this Agreement.

III. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to each Subscriber that:

- i. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado and has the requisite corporate power to own, lease and operate its properties and assets and to conduct its business as it is now being conducted;
- ii. The Company has the requisite corporate power and authority to enter into and perform this Agreement and to issue and sell the Shares in accordance with the terms hereof;
- iii. The execution, delivery, and performance of this Agreement by the Company and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no further consent or authorization of the Company or its Board of Directors or stockholders is required in connection therewith;
- iv. The Shares to be purchased by the Subscribers from the Company have been duly authorized for issuance and sale to the Subscribers and, when issued and delivered by the Company pursuant to the terms of the Agreements against payment of the consideration set forth therein, will be validly issued and fully paid and non-assessable;
- v. Neither the Company nor any of its affiliates, and any person acting on their behalf has, directly or indirectly, made any offers or sales of any securities or solicited any offers to buy any security, under circumstances that would require registration of any of the Shares under the Act by causing this Offering to be integrated with prior offerings by the Company for Purposes of the Act;
- vi. This Offering is being made in reliance upon the exemption under Rule 506(c) of Regulation D promulgated by the Securities and Exchange Commission under Section 4(a)(2) of the Act. Upon acceptance of this Subscription Agreement, the Company shall have a reasonable belief that the Subscriber is an accredited investor under Rule 501(a) of Regulation D.

IV. REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER

The Subscriber represents and warrants to the Company, and acknowledges that the Company is relying on these representations and warranties to, among other things, ensure that it is complying with all of the applicable Securities Rules, that:

- i. The Subscriber is aware and acknowledges that an investment in the Shares is speculative and the Subscriber bears the risk of loss of their entire investment and because transfer of the Shares is restricted, it may not be possible for the Subscriber to liquidate their investment readily in case of an emergency and, therefore, the Subscriber may have to bear the risk of an investment in the Shares for an indefinite period of time;
- ii. The Subscriber is fully aware and understands that at any time the Company may operate at a loss rather than a profit, and may do so for an unforeseeable amount of time;
- iii. The Subscriber has the financial means to meet all of the obligations contemplated herein;

- iv. The Subscriber has read and fully understands the terms, conditions and effect of this Agreement, and all other documents in connection therewith;
- v. The Subscriber hereby confirms that he/she has reviewed or had the opportunity to review, all documents, records, and books pertaining to the investment in the Company;
- vi. The Subscriber is at least twenty-one (21) years of age;
- vii. The Subscriber is an "Accredited Investor" as the term is defined in Regulation D promulgated by the SEC. The Subscriber has furnished to the Company verification of their status as an "Accredited Investor" in compliance with Rule 506(c) of Regulation D;
- viii. The Subscriber has in depth knowledge and experience in financial and business matters pertaining to the subject matter contained in this Agreement and is capable of evaluation the risks of any investment in the Company;
- ix. All of the information contained in the Accredited Investor Questionnaire Form, attached hereto as **Exhibit A**, concerning the Subscriber's financial position and business experience, that the Subscriber has provided to the Company, is correct and complete as of this date, and, if there should be any material change in such information prior to the acceptance of this Agreement by the Company, the Subscriber will immediately furnish the revised or corrected information to the Company;
- x. The offer to sell Shares was communicated to the Subscriber by the Company in such a manner that the Subscriber was able to ask questions of and receive answers from the Company concerning the terms and conditions of this transaction;
- xi. The Subscriber has determined that the purchase of the Shares is a suitable investment;
- xii. The Subscriber acknowledges that any and all estimates or forward-looking statements or projections with which it may have been provided were prepared by the Company in good faith, but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed, will not be updated by the Company and should not be relied upon. The Subscriber further acknowledges that any and all information regarding the historical performance of the Company is not necessarily indicative of future performance.
- xiii. No oral or written representations or warranties have been made, or information furnished, to the Subscriber, if any, by the Company or any of its officers, employees, agents, sub-agents, affiliates, advisors, or subsidiaries in connection with the Offering, other than any representations of the Company contained herein, and in subscribing for the Shares the Subscriber is not relying upon any representations other than those contained herein. No oral or written representations have been made, or oral or written information furnished, to the Subscriber or its advisors, if any, in connection with the offering of the Shares which are in any way inconsistent with the information contained in the Private Placement Memorandum. This Agreement does not and did not constitute an offer or solicitation of an offer to any person or in any jurisdiction where such offer or solicitation is unlawful or not authorized.

xiv. The Shares for which the Subscriber hereby subscribes are being acquired solely for the Subscribers own account, for investment purposes; and the Subscriber agrees that he/she will not sell or otherwise transfer the Shares unless the Shares are registered under the Act and qualified under applicable state securities laws or unless, in the opinion of the Company, and exemption from the registration requirements of the Act and such law is available;

xv. The Subscriber has been advised to consult with the Subscribers own attorney regarding legal matters concerning an investment in the Company and has done so to the extent the Subscriber deems necessary;

xvi. Such Subscriber, if an entity, is an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and performance by such Subscriber of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of such Subscriber. Each Transaction Document to which it is a party has been duly executed by the Subscriber, and when delivered by such Subscriber in accordance with the terms hereof, will constitute the valid and legally binding obligation of such subscriber, enforceable against it in accordance with its terms, except: (a) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (c) insofar as indemnification and contribution provisions may be limited by applicable law.

V. REGISTRATION RIGHTS

i. **Definitions.** The following definitions are applicable to this Agreement:

“Affiliate” means, with respect to any Person, any other Person which, directly or indirectly, controls, is controlled by or is under common control with such Person.

“Holder” means the Subscriber or any transferee of the Subscriber.

“Person” means an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and government or any department or agency thereof.

“Registerable Shares” means (a) the Shares and (b) any securities issued or issuable with respect to the Common Stock referred to in clause (ii) by way of replacement, share dividend, share split or in connection with a combination of shares, recapitalization, merger, consolidation, or other reorganization.

ii. **Registration Rights**

(a) Promptly following completion of the maximum Offering, the Company shall file a registration statement on Form S-1 to register the resale of the Shares (the “Registration”) and, subject to Sections V(ii)(b) and (c) hereof, the Company will use its best efforts to cause to be included in such registration all Registerable Shares. The Subscriber may exclude any or all of the Shares purchased hereunder from the Registration.

(b) If the Registration is an underwritten primary registration on behalf of the Company, and the managing underwriters advise the Company in writing that in their opinion the number of Shares requested to be included in such registration exceeds the number that can be sold in an orderly manner within a price range acceptable to the Company, the Company will include in such registration first, the securities the Company proposes to sell and second, the Registerable Shares requested to be included in such registration and any other securities requested to be included in such registration that are held by Persons other than the Holders of Registerable Shares pursuant to registration rights, pro rata among the holders of Registerable Shares and the holders of such other securities requesting such registration on the basis of the number of shares of such securities owned by each such holder.

(c) If the Registration is an underwritten secondary registration on behalf of holders of the Company’s securities other than the Holders of Registerable Shares (the “Other Holders”), and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number that can be sold in an orderly manner in such offering within a price range acceptable to the Other Holders requesting such registration, the Company will include in such registration first, the securities requested to be included therein by the Other Holders requesting such registration and second, the Registerable Shares requested to be included in such registration hereunder, pro rata amount the Holders of Registerable Shares requesting such registration on the basis of the number of shares of such securities owned by each such Holder.

(d) In the case of an underwritten Registration, the Company will have the right to select the investment banker(s) and managers(s) to administer the offering.

iii. **Registration Procedures.**

(a) The Company will use its reasonable best efforts to affect the registration of the Registerable Shares in accordance with the intended method of disposition thereof, and pursuant thereto the Company will as expeditiously as possible:

(1) Prepare and file with the SEC a registration statement with respect to such Registerable Shares and use its reasonable best efforts to cause such registration statement to become effective.

(2) Promptly prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for the period required by the intended method of disposition and the terms of this Agreement and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement.

(3) The Company will use its best efforts to maintain the effectiveness of the registration statement at least until the earlier of: (i) such time as all of the Shares included in the registration statement have been disposed of pursuant to and in accordance with the registration statement; (ii) such time as all of the registerable shares included in the Registration Statement may be sold to the public without registration or restriction pursuant to Rule 144 of the Securities Act; or (iii) December 31, 2025.

(4) Promptly furnish to each seller of Registerable Shares electronic copies of each registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus) and such other documents as such seller may reasonably request in order to facilitate the disposition of the Registerable Shares owned by such seller.

(5) Use its reasonable best efforts to register or qualify such Registerable Shares under the securities or blue sky laws of such jurisdictions as any seller reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registerable Shares owned by such seller, provided, that the Company will not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section V(iii)(a)(5); subject itself to taxation in any such jurisdiction; or consent to general service of process in any such jurisdiction.

(6) Promptly notify each seller of such Registerable Shares when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any of the following events (1) the occurrence of one or more event which, individually or together, represents a fundamental change in the information contained in the prospectus included with such registration statement; (2) any material addition or change on the plan of distribution; or (3) any event which would cause the information in the prospectus included in such registration statement to contain an untrue statement of a material fact or omit any material fact necessary to make the statements therein not misleading. In such event, at the request of any such seller, the Company will promptly prepare a supplement or amendment to such prospectus.

(7) Make available for inspection by any underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other agent retained by any such underwriter, all financial and other records, pertinent corporate documents

and properties of the Company, and cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such underwriter, attorney, accountant or agent in connection with such registration statement.

(8) Permit any Holder of Registerable Shares which Holder, in such Holder's reasonable judgment, might be deemed to be an underwriter or a controlling person of the Company, to participate in the preparation of such registration or comparable statement and to require the insertion therein of material in form and substance satisfactory to such Holder and to the Company and furnished to the Company in writing, which in the reasonable judgment of such Holder and its counsel should be included.

(9) In connection with underwritten offerings, make available appropriate management personnel for participation in the preparation and drafting of such registration or comparable statement, for due diligence meetings and for "road show" meetings.

(10) Promptly notify Holders of the Registerable Shares of the threat of issuance by the SEC of any stop order suspending the effectiveness of the registration statement or the initiation of any proceeding for that purpose and make every reasonable effort to prevent the entry of any order suspending the effectiveness of the registration statement. In the event of the issuance of any stop order suspending the effectiveness of a registration statement, or of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Registerable Shares included in such registration statement for sale in any jurisdiction, the Company will use its reasonable best efforts promptly to obtain the withdrawal of such order.

(b) The Company may require each Holder of Registerable Shares to furnish to the Company in writing such information, including the proposed distribution by such Holder of such Registerable Shares, as the Company may from time-to-time reasonably request.

(c) Each Holder severally agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Sections V(iii)(a)(6) or V(iii)(a)(10) hereof, such Holder will forthwith discontinue disposition of shares of Common Stock pursuant to a registration hereunder until receipt of the copies of an appropriate supplement or amendment to the prospectus under Section V(iii)(a)(6) or until the withdrawal of such order under Section V(iii)(a)(10).

(d) If any such registration or comparable statement refers to any Holder by name or otherwise as the holder of any securities of the Company and if, in the Holder's reasonable judgement, such Holder is or might be deemed to be a controlling person of the Company, such Holder shall have the right to require (A) the insertion therein of language in form and substance satisfactory to such Holder and the Company and presented to the Company in writing, to the effect that the holding by such Holder of such securities is not to be construed as a recommendation by such Holder of the investment quality of the Company's securities covered thereby and that such holdings do not imply that such Holder will assist in meeting any future financial

requirements of the Company, or (B) in the event that such reference to such Holder by name or otherwise is not required by the Act or any similar Federal statute then in force, the deletion of the reference to such Holder, provided that with respect to this clause (B) such Holder shall furnish to the Company an opinion of counsel to such effect, which opinion and counsel shall be reasonably satisfactory to the Company.

iv. Registration Expenses.

(a) Except as specifically otherwise provided in V(iv)(b) hereof, the Company will be responsible for payment of all expenses incident to any registration hereunder, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, printing expenses, messenger and delivery expenses, road show expenses, advertising expenses and fees and disbursements of counsel for the Company and all independent certified public accountants and other Persons retained by the Company in connection with such registration (all such expenses borne by the Company being herein called the "Registration Expenses").

(b) The Holder will be responsible for payment of their own legal fees (if they retain legal counsel separate from that of the Company), underwriting fees and brokerage discounts, commissions and other sales expenses incident to any registration hereunder, with any such expenses which are common to the selling security holders divided among such security holders (including the Company and holders of the Company's securities other than Registerable Shares, to the extent that securities are being registered on behalf of such Persons) pro rata on the basis of the number of shares being registered on behalf of each such security holder, or as such security holders may otherwise agree.

VI. INDEMNIFICATION

The Subscriber hereby agrees to indemnify and hold harmless the Company and any of its officers, directors, shareholders, employees, agents or affiliates (collectively the "Indemnified Parties" and individually an "Indemnified Party") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, against losses, liabilities and expenses of each Indemnified Party (including attorneys' fees, judgments, fines and amounts paid in settlement, payable as incurred) incurred by such person or entity in connection with such action, arbitration, suit or proceeding, by reason of or arising from (i) any misrepresentation or misstatement of facts or omission to represent or state facts made by the Subscriber, including, without limitation, the information in this Agreement, or (ii) litigation or other proceeding brought by the Subscriber against one or more Indemnified Party in which the Indemnified Party is the prevailing party.

VII. REVOCATION OF OFFER

The Subscriber agrees that the Company may cancel, terminate, or revoke the offer to subscribe for shares or any agreement hereunder for a period of 30 days. After 30 days the Agreement will be deemed null and void.

VIII. SHARE CERTIFICATES

i. The certificates representing the Shares shall unless otherwise permitted by the provisions of Articles (ii) and (iii) in this Section, contain a legend substantially in the following form:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT"

ii. The Subscriber hereby agrees to comply in all respects with the provisions of this Section. Prior to any proposed sale, assignment, transfer or pledge of any Shares, the Subscriber agrees that it shall provide written notice to the Company of the Subscriber's intent of such transfer, sale, assignment, or pledge.

iii. Each notice shall provide detail of circumstances of the proposed transfer, sale, assignment or pledge, and shall be accompanied, at the Subscribers expense, by evidence that is satisfactory to the Company, to the effect that the proposed transfer of the Shares may be affected without registration under the Act or applicable state securities law.

IX. MISCELLANEOUS

i. All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Company at its registered head office address and to the undersigned set forth on the first page hereof.

ii. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and, to the extent it involves any United States statute, in accordance with the laws of the United States.

iii. This Agreement may be terminated by any Subscriber, as to such Subscriber's obligations hereunder only and without any effect whatsoever on the obligations between the Company and

the other Subscribers, by written notice to the Company, if the Closing has not been consummated on or before the Termination Date; provided, however, that no such termination will affect the right of any party to sue for any breach by any other party (or parties).

iv. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants, and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company and any exercise notice delivered by a Subscriber), stamp taxes, other taxes and duties levied in connection with the delivery of any Shares to the Subscribers.

v. This Agreement, together with the Transaction Documents constitutes the entire agreement between the Company and the Subscriber with respect to the subject matter hereof and supersedes any prior or contemporaneous understanding, representations, warranties or agreements, whether oral or written.

vi. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Subscribers holding at least a majority in interest of the Shares based on the initial Subscription Amounts hereunder or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

vii. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

viii. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Subscriber (other than by merger). Any Subscriber may assign any or all of its rights under this Agreement to any Person to whom such Subscriber assigns or transfers any Shares, provided that such transferee agrees in writing to be bound, with respect to the transferred Shares, as applicable, by the provisions of the Transaction Documents that apply to the "Subscriber."

ix. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth herein.

x. The representations and warranties contained herein shall survive the Closing and the delivery of the Shares.

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

xii. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants, and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

xiii. If any certificate or instrument evidencing any Shares is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement securities.

xiv. The obligations of each Subscriber under any Transaction Document are several and not joint with the obligations of any other Subscriber, and no Subscriber shall be responsible in any way for the performance or non-performance of the obligations of any other Subscriber under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Subscriber pursuant hereto or thereto, shall be deemed to constitute the Subscriber as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Subscribers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Subscriber shall be entitled to independently protect and enforce its rights including, without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Subscriber to be joined as an additional party in any proceeding for such purpose. Each Subscriber has been represented by its own separate legal counsel in its review and negotiation of the Transaction Documents.

xv. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction

to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Subscription Agreement dated May 01, 2023 between PYROCHILL Solutions, Inc. and _____ to be executed as of _____

By: _____
Signature of Subscriber

By: _____
Signature of Company

Jennifer Piniaha, President/ CEO
PYROCHILL Solutions, Inc.

EXHIBIT A

PYROCHILL Solutions, Inc.
ACCREDITED INVESTOR QUESTIONNAIRE FORM

The information contained in this Accredited Investor Information Form is being furnished by you in connection with determining whether you qualify as an accredited investor in compliance with the United States Securities and Exchange Commission ("SEC") and therein approved to invest in PYROCHILL Solutions, Inc.

The SEC and often time's state securities departments and commissions require a company to qualify their investors in order to prove a certain financial sophistication level to understand the general risks involved in private investment offerings. A company is required to exhibit a "reasonable effort" to "qualify" its investors as an accredited investor or some other exemption under the SEC. Our request for the following information is requested solely to comply with the laws on this matter and not to infringe on the privacy of an investor or delve into any personal or private information for any other reason.

The information contained herein is not intended to and shall not in any way constitute an invitation to invest in PYROCHILL Solutions, Inc. nor shall it be considered investment advice. The information described herein is not intended to be an offer, solicitation or recommendation to invest in PYROCHILL Solutions, Inc.

Instructions: Please fill out as much of the form as possible. Items marked with an asterisk (*) are required.

Name:* _____

Age:* _____

Address:* _____

City:* _____

State:* _____

Country:* _____

Social Security Number:* _____

US Citizen:* Yes ___ No ___

Work Telephone:* _____

Work Fax: _____

E-mail: _____

Professional Occupation: _____

Qualification as an Accredited Investor

Please mark with an "X" the categories applicable to you indicating the basis upon which you qualify as an accredited investor. An accredited investor shall mean any person who comes within any of the following categories:

1. A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000.

Yes ___ No ___

2. A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

Yes ___ No ___

3. A bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(a)(13) of the Act; any 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; any 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; any 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 such plan has total assets in excess of \$5,000,000; any 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 \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

Yes ___ No ___

4. A private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940.

Yes ___ No ___

5. An organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.

Yes ___ No ___

6. A director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.

Yes ___ No ___

7. A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).

Yes ___ No ___

8. Any entity in which all of the equity owners are accredited investors.

Yes ___ No ___

NOTE: If you have questions concerning the meaning or application of a particular law or rule, please consult with an attorney who specializes in securities law.

The above information is true and correct in all material respects and the undersigned recognizes that PYROCHILL Solutions, Inc. is relying on the truth and accuracy of such information in determining whether to permit investment in PYROCHILL Solutions, Inc.

Date: _____

Signature for Individual:

Print Name

Signature

Upon completion of this form, please mail, email, or fax a fully executed copy to PYROCHILL Solutions, Inc., 102 S. Tejon, 1100, Colorado Springs, Colorado 80903 (800)961-2456, <https://www.pyrochill.com> or if applicable, attach the completed form to the Subscription Agreement.