

SUBSCRIPTION AGREEMENT
(Senior Convertible Promissory Notes)

THE SECURITIES SUBSCRIBED FOR BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION PROVIDED BY SECTION 4(a)(2) OF THE SECURITIES ACT AND REGULATION D, RULE 506 PROMULGATED THEREUNDER. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION, OR ANY OTHER REGULATORY AUTHORITY, NOR HAS ANY SUCH AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

This Subscription Agreement (this “Agreement”) is entered into as of _____, 2026, by and between Big Star Land Acquisition, LLC, a Texas limited liability company (the “Company”), and the undersigned subscriber (the “Subscriber”).

1. Subscription for Securities

The Subscriber hereby subscribes for and agrees to purchase from the Company a Senior Convertible Promissory Note (the “Note”) in the principal amount of \$ _____ (the “Purchase Amount”), upon the terms and subject to the conditions set forth in this Agreement, the Company’s Private Placement Memorandum dated _____, 2026 (the “PPM”), and the Note attached hereto as Exhibit A.

The Note, together with all rights evidenced thereby, is referred to herein as the “Securities.”

2. Acceptance of Subscription

The Company reserves the right to accept or reject this subscription in whole or in part. This Agreement shall become binding only upon acceptance by the Company.

3. Acknowledgments and Disclosures

The Subscriber acknowledges, understands, and agrees that:

(a) The Securities represent indebtedness of the Company and do not represent equity ownership, membership interests, voting rights, or management rights in the Company or its parent, Big Star Blockchain Inc., prior to conversion.

(b) The Note constitutes senior indebtedness of the Company and ranks senior in right of payment to any subordinated indebtedness, as described in the PPM and the Note.

- (c) Any profit participation or other contingent payments are not guaranteed, depend on Net Profits as defined in the Note, and do not reduce the principal balance.
- (d) The Note may automatically convert into equity securities of Big Star Blockchain Inc. upon the occurrence of defined events. Such equity securities may have no public market, limited voting rights, and no assurance of liquidity or value.
- (e) The Securities are “restricted securities” and may not be transferred or resold except pursuant to an effective registration statement or an applicable exemption under federal and state securities laws.
- (f) Certificates or other instruments evidencing the Securities may bear restrictive legends, and the Company may place stop-transfer instructions with its transfer agent.
- (g) The Company has no obligation to register the Securities or assist the Subscriber in obtaining any exemption for resale.

4. Investment Risk and Lack of Liquidity

The Subscriber acknowledges that:

- (a) An investment in the Securities involves a high degree of risk, including the risk of losing the entire investment.
- (b) There is no public or secondary market for the Securities, and none is expected to develop.
- (c) The Subscriber has no need for liquidity in the investment and is able to bear the economic risk of holding the Securities for an indefinite period of time.
- (d) The offering has not been reviewed by any federal or state regulatory authority.

5. Representations and Warranties of Subscriber

The Subscriber represents and warrants to the Company that:

- (a) The Subscriber is acquiring the Securities for investment only and not with a view to resale or distribution in violation of the Securities Act or applicable state laws.
- (b) The Subscriber is an “accredited investor” as defined in Rule 501(a) of Regulation D.
- (c) The Subscriber has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of the investment.
- (d) The Subscriber is able to bear a total loss of the investment without materially impairing the Subscriber’s financial condition or lifestyle.

- (e) The Subscriber has adequate means of providing for current needs and personal contingencies.
- (f) The investment is suitable for the Subscriber based on the Subscriber's financial situation, investment objectives, and risk tolerance.
- (g) The Subscriber has received, reviewed, and understands the PPM, the Note, and this Agreement, including all risk factors described therein.
- (h) No representations or warranties have been made to the Subscriber other than those expressly contained in the PPM, the Note, and this Agreement.
- (i) The Subscriber has had the opportunity to ask questions of, and receive answers from, the Company and its management regarding the investment.
- (j) The Subscriber is at least twenty-one (21) years of age and is a U.S. resident or entity formed under U.S. law.

6. Conflicts of Interest

The Subscriber acknowledges that the Company's officers, managers, and affiliates may have conflicts of interest, including ownership of controlling interests, involvement in competing businesses, or participation in other financing transactions that may be on terms more or less favorable than those offered hereby.

7. Transfer Restrictions

The Subscriber agrees not to sell, assign, or otherwise transfer the Securities except in compliance with applicable federal and state securities laws and the terms of the Note. The Company may require an opinion of counsel as a condition to any permitted transfer.

8. Indemnification

The Subscriber agrees to indemnify and hold harmless the Company and its officers, managers, members, employees, and affiliates from any losses, liabilities, or expenses arising out of any breach of the Subscriber's representations or warranties. The Subscriber acknowledges that such indemnification may be unenforceable in certain jurisdictions.

9. Arbitration; Waiver of Jury Trial

Any dispute, claim, or controversy arising out of or relating to this Agreement or the Securities shall be resolved by binding arbitration under the Federal Arbitration Act in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Texas. **THE SUBSCRIBER ACKNOWLEDGES THAT THIS PROVISION WAIVES THE RIGHT TO A TRIAL BY JURY AND LIMITS CERTAIN LEGAL RIGHTS.**

10. Governing Law

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

11. Entire Agreement

This Agreement, together with the PPM and the Note, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

12. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

SUBSCRIBER SIGNATURE PAGE

[Signature blocks unchanged]

SUBSCRIBER SIGNATURE PAGE

Subscriber:

Name: _____

Signature: _____

Date: _____

Principal Amount of Note: \$ _____

Address: _____

Phone # _____

Social Security # _____

Email: _____

ACCEPTANCE BY COMPANY

The foregoing subscription is hereby accepted by the Company as of _____, 2026.

BIG STAR LAND ACQUISITION, LLC

By: _____

Name: Kevin Mohan

Title: Chief Executive Officer

EXHIBIT A

Senior Convertible Promissory Note

(Attached)

EXHIBIT B

ACCREDITED INVESTOR QUESTIONNAIRE

This Accredited Investor Questionnaire (this “Questionnaire”) is being completed by the undersigned Subscriber in connection with the purchase of Securities of Big Star Land Acquisition, LLC.

1. Accredited Investor Status

Please check all that apply:

- ☐ Individual income exceeding \$200,000 in each of the two most recent years (or \$300,000 jointly) with reasonable expectation of the same.
- ☐ Individual or joint net worth exceeding \$1,000,000, excluding primary residence.
- ☐ Entity with total assets in excess of \$5,000,000, not formed for the purpose of acquiring the Securities.
- ☐ Director or executive officer of the Company or its parent.
- ☐ Holder of qualifying professional certifications (Series 7, 65, or 82).
- ☐ Family office or family client meeting Rule 501(a) requirements.

2. Investment Experience

The Subscriber has sufficient knowledge and experience to evaluate the merits and risks of the investment and to bear the economic risk thereof.

3. Verification

The Subscriber understands the Company may require additional information to verify accredited investor status as permitted by law.

4. Acknowledgment

The Securities have not been registered under the Securities Act or state securities laws.

5. Subscriber Information

Name: _____

Entity Type (if applicable): _____

Address: _____

Email: _____

6. Certification

The undersigned certifies that the information provided herein is true and correct.

Signature: _____

Name: _____

Title (if applicable): _____

Date: _____