

Thursday, December 22, 2011

**INVESTMENT SUBSCRIPTION AGREEMENT  
FOR INVESTMENT IN  
MOB CANDY MAGAZINE, INC.**

**MOB CANDY MAGAZINE, INC. ("MOB CANDY") IS A NEW JERSEY CORPORATION DOING BUSINESS AT 17 NOVA COURT, BROOKLYN, NEW YORK 11229. IT IS THE INTENT OF THE PRINCIPALS TO RAISE SUFFICIENT CAPITAL TO SUPPORT THE OPERATIONS LEADING TO THE COMPANY BECOMING SELF-SUPPORTING.**

**MOB CANDY IS SEEKING TO SELL 4,000 SHARES OF COMMON STOCK (10,000 SHARES AUTHORIZED) AT \$10 PER SHARE. MINIMUM INVESTMENT IS \$500**

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To Whom It May Concern:

The undersigned hereby tenders this subscription and invests the amount of \$\_\_\_\_\_ for participation in the activities of Mob Candy Magazine, Inc. A check or payment in the amount of \$\_\_\_\_\_ payable to "Mob Candy Magazine, Inc." is delivered herewith to the President, Frank Dimatteo at 17 Nova Court, Brooklyn, New York 1122. The undersigned understands that the Company may reject any subscription for participation in this Investment for any reason (regardless of whether any check relating to such subscription is deposited in a bank or trust account). In the event this subscription is rejected, the Company will promptly return the funds delivered herewith, without deduction for expenses or interest. This investment does not have to be fully subscribed as a condition precedent to the Company using the funds invested.

By execution of this Investment Subscription Agreement, the undersigned acknowledges that the Company is relying upon the success of the representations in the Investment Letter dated December 20, 2011, accompanying this Agreement and contained herein.

1. The undersigned acknowledges, represents and warrants to the Company that:
  - a. The undersigned has received and carefully reviewed, and is familiar with, the activities of the Company as delineated by the accompanying Investment Letter dated December 20, 2011 and that the undersigned is aware that the accompanying Investment documents are considered to be material or informative in connection with a decision to participate in this Investment. In evaluating the suitability of an investment in the Company, the undersigned has not relied upon any representations or other information (whether oral or

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written) from other sources other than as set forth in the Investment Letter, Investment Opportunity and this Agreement. This Agreement is for an equity investment, but the Company may raise an unlimited amount of additional funding without notice to or the consent of the Investing Participant.

b. The undersigned is an accredited investor (as such term is defined in the Securities Act of 1934, as amended) and is in a financial position to bear the economic risk and withstand a complete loss of the undersigned's investment in the Company.

c. The undersigned, either alone or with the assistance of the undersigned's own personal professional advisor, has knowledge and experience in financial and business matters or is capable of evaluating the merits and risks of the prospective Company's projected activities.

d. The undersigned has obtained professional advice with respect to the risks inherent in the investment in the Company and the suitability of the investment in light of the undersigned's financial condition and investment needs, to the extent deemed necessary by the undersigned.

e. The undersigned believes that the investment in the Company is suitable for the undersigned based upon the undersigned's investment objectives and financial needs, and the undersigned has adequate means of providing for the undersigned's current financial needs and personal contingencies and has no need for liquidity of investment with respect to his or her membership shares.

f. The undersigned has been given access to full and complete information regarding the Issuer (including the opportunity to discuss the offering of the member shares with the Company's officers and review such other documents as the undersigned may have requested in writing). In addition, has utilized such access to the undersigned's satisfaction, or waived the opportunity to do so, for the purpose of asking questions and receiving answers concerning the terms and conditions of the offering of the member shares obtaining information in addition to, or verifying information included in the Investment Letter dated December 20, 2011.

g. The undersigned understands and acknowledges that:

- (i) The purchase of member shares is an investment whose return is solely based upon sales of products and/or services by the Company;
- (ii) Participation in the Company must assume the economic risk of this investment for an indefinite period of time;
- (iii) There is no minimum aggregate amount of investment shares that must sell as condition precedent to usage of funds by the Company.

- (iv) There is not, and there will not be, any guarantees beyond the distribution of income from sales of products and/or services and the undersigned may not be able to liquidate the undersigned's investment in the event of an emergency or pledge any of the investment as collateral security for loans; and
- (v) The transferability of the investment is acceptable only with complete disclosure to the acquiring party and that the Company participates and is assured that the acquiring party is fully aware of risk inherent in the Company.
- h. The undersigned certifies, under penalties of perjury, that the undersigned is NOT subject to the backup withholding provisions of Section 3406(a)(i)(C) of the Internal Revenue Code of 1986, as amended. Note: you are subject to backup withholding if (i) you fail to furnish your Social Security number or taxpayer identification number herein. (ii) the Internal Revenue Service notifies the Company that you furnished an incorrect Social Security number of taxpayer identification number; (iii) you are notified that you are subject to backup withholding; or (iv) you fail to certify that you are not subject to backup withholding or you fail to certify your Social Security number or taxpayer identification number).

2. The undersigned has been advised that this investment is not nor is it required to be registered with any local, state or federal entities. The undersigned represents and warrants that the investment being participated in by the undersigned is for the undersigned's own account and for investment purposes, in the undersigned's name solely and solely for the undersigned's own account and for investment purposes, in the undersigned's name solely and solely for the undersigned's own beneficial interest and not as nominee for, or on behalf of, or for the beneficial interest of, or with the intention to resell or redistribute or transfer the same to, any other person, trust or organization, that the undersigned has made no agreement with others regarding this investment and that the undersigned's financial condition is such that it is not likely that it will be necessary to dispose of any of the investment in the foreseeable future. The undersigned is aware that in the view of participation in the Company with an intent to resell by reason of any foreseeable specific contingency or anticipated change in market values, or any change in the condition of the Company, or in connection with a contemplated liquidation or settlement of any loan obtained for participation in the Company and for which the investment was pledged, would represent an intent inconsistent with the representation set forth above. The undersigned further understands a Limited Member Shareholder may not sell, assign, or transfer any Equity Interest in the Company except under certain limited circumstances and only after prior written consent of the General Member Shareholders. Should Limited Member Shareholders wish to sell their shares, the General Member Shareholders and/or the Company reserve the first right of refusal to reacquire any member shares for sale or transfer.

3. The undersigned represents and warrants that the undersigned is bona fide domiciled in the state or jurisdiction listed on the signature page of this Agreement.

4. The undersigned is informed of the significance to the Company of the foregoing representations, and such representations are made with the intention that the Company shall rely on them. The undersigned represents and warrants that:

- (i) The information contained herein is complete and accurate;
- (ii) The undersigned will furnish such additional documentation of the factual basis or reason for the information contained herein as may be requested; and
- (iii) The undersigned will notify the Company immediately of any material change in any of such information occurring before the closing of the investment by the undersigned. The undersigned shall indemnify and hold harmless the Company, its officers, directors and agents, against any losses, claims, damages or liabilities to which they, or any of them may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise from any actual or alleged misrepresentation or misstatement of facts or omission to represent or state facts made by the undersigned to the Company concerning the undersigned or the undersigned's financial position in connection with the offering or participation, including, without limitation, any such misrepresentation, misstatement or omission contained herein.



# MOB CANDY™

THE UNDERWORLD MAGAZINE OF MAFIA POLITICS PLEASURES AND POWER

## SIGNATURE FOR INDIVIDUALS

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Legal Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address:

*(if different from*

\_\_\_\_\_

*Address above)*

\_\_\_\_\_

State of Legal Residence: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

## ACCEPTANCE OF SUBSCRIPTION

The foregoing Subscription is here accepted for and on behalf of Mob Candy Magazine, Inc. this

\_\_\_\_ day of \_\_\_\_\_, 2012.

Mob Candy Magazine, Inc.

By \_\_\_\_\_

Frank Dimatteo  
President

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