
Referral Ventures, LLC

SUBSCRIPTION AGREEMENT

Schedule A: DISCLOSURE SCHEDULE

Schedule B: OPERATING AGREEMENT

August 1, 2013

REFERRAL VENTURES, LLC**SUBSCRIPTION AGREEMENT**

NOTE: YOU MUST REVIEW THE DISCLOSURE SCHEDULE AND THE OPERATING AGREEMENT ATTACHED HERETO AS SCHEDULES A AND B PRIOR TO EXECUTING THIS SUBSCRIPTION AGREEMENT.

Gentlemen:

1) Subscription.

- a) The undersigned Hrag Karlubian, intending to be legally bound, hereby irrevocably subscribes to purchase from REFERRAL VENTURES, LLC, a Delaware limited liability company (the "Company"), 204,000 Units (the "Securities") for an aggregate purchase price of \$50,000 (the "Subscription Price"), on the terms and conditions set forth in this Subscription Agreement (this "Agreement") and in the Operating Agreement of the Company attached hereto as Schedule B (the "Operating Agreement"). Concurrently herewith, the undersigned shall tender to Company immediately available funds in an amount equal to the Subscription Price. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Operating Agreement of the Company.
- b) The Subscription Price shall be made payable to the Company and should be delivered, together with two executed and properly completed copies of this Agreement, to the Company.
- c) The undersigned may not withdraw this subscription or any amount paid pursuant to such subscription. The undersigned understands that this purchase of the Securities is contingent upon the acceptance in writing of this Agreement by the Company. The Company reserves the right, in its sole and absolute discretion, to withdraw, cancel, modify, or reject this subscription, in whole or in part, for any reason.

2) Representations, Warranties and Covenants of the Subscriber. The undersigned hereby represents and warrants to, and agrees with, the Company as follows: **[PLEASE RESPOND BELOW AS APPROPRIATE]**

- a) *Verification of status as an "Accredited Investor" as that term is defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act for individual persons.* You represent and warrant that you are an Accredited Investor and further represent and warrant as follows:

(i) You will be the sole party in interest in the Securities, at least 21 years of age and a bona fide resident and domiciliary (not a temporary or transient resident) of the state listed opposite your signature on this Subscription Agreement;

Yes or No;

(ii) You have a net worth, or joint net worth with your spouse, in excess of \$1,000,000.00, excluding the fair market value of your primary residence;

Yes or No;

(iii) You had an individual income in excess of \$200,000 in each of the two most recent years or joint income with your spouse in excess of \$300,000 in each of those years and have a reasonable expectation of reaching the same income level in the current year;

Yes or No;

(b) Verification of status as an Accredited Investor for entities as that term is defined in Regulation D of the Securities Act (Individuals need not respond).

(i) You are a legal entity that may be considered as an Accredited Investor by virtue of the fact that all equity owners of the legal entity are themselves considered as an Accredited Investor;

Yes or No;

(ii) You were not formed for the specific purpose of acquiring the Securities.

Yes or No;

IF THE ANSWERS TO ALL OF THE IMMEDIATELY PRECEDING QUESTIONS ARE NO, THE UNDERSIGNED DOES NOT MEET THE REQUISITE FINANCIAL SOPHISTICATION STANDARDS AND WILL NOT BE ACCEPTED AS A PURCHASER OF THE SECURITIES.

a) You possess sufficient knowledge and experience in financial and business matters to make you capable of evaluating the merits and risks of an investment in the Securities?

Yes or No;

- b) You previously invested in membership units, stock, investment partnerships, venture capital or real estate funds or purchased non-marketable or restricted securities (i.e., those which were sold in reliance upon the private offering exemption under the Securities Act (as defined below))?

Yes or No;

- c) You understand the nature of an investment in the Securities and the risks associated with such an investment?

Yes or No;

- d) You understand that there is no guarantee of any financial return on this investment and that you run the risk of losing your entire investment?

Yes or No;

- e) You understand that this investment provides limited liquidity since the Securities are not freely transferable?

Yes or No;

- 3) The undersigned understands the nature of the Company's business and has fully reviewed the Disclosure Schedule attached as Schedule A and all business plans and business summaries provided to him (collectively, the "Disclosures"). The undersigned has been provided sufficient time to review the Disclosures prior to executing this Subscription Agreement. The Disclosures contain forward-looking statements that involve risks and uncertainties. The undersigned should exercise extreme caution with respect to all forward-looking statements made in the Disclosures, including but not limited to any statements using the words "anticipate," "believe," "estimate," "will," "expect," "intend," "maybe," "objective," "plan," "predict," "project," "will be" and similar phrases or words, or the negative thereof or other variations thereof or comparable terminology or any statements of other than historical fact. Forward-looking statements reflect the current view of the Company with respect to future events or circumstances and are subject to numerous risks, uncertainties and assumptions, including, without limitation, the factors listed in the Disclosure Schedule under "Risk Factors." Although the Company believes that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct. Should any one or more of these or other risks or uncertainties materialize or should any underlying assumptions prove incorrect, actual results are likely to vary materially from those described herein. There can be no assurance that the projected results will occur, that these judgments or assumptions will prove correct or that unforeseen developments will not occur.

- 4) The undersigned has had access to and has received all materials that have been requested by the undersigned, and has had a reasonable opportunity to ask questions of the Company and its representatives. The Company has answered all inquiries that the undersigned or the undersigned's representatives have asked the Company. The undersigned has taken all the steps necessary to evaluate the merits and risks of an investment in the Securities.
- 5) The undersigned has such knowledge and experience in finance, securities, investments and other business matters so as to be able to protect the interests of the undersigned in connection with this transaction, and the undersigned's investment in the Company is not material when compared to the undersigned's total financial capacity.
- 6) The undersigned understands the various risks of an investment in the Company as proposed herein and can afford to bear such risks, including, without limitation, the risks of losing the entire investment. Certain of these risk factors are set forth on Disclosure Schedule hereto. The undersigned has reviewed and understands such risk factors.
- 7) The undersigned acknowledges that no market for the Securities currently exists and none may develop in the future and that the undersigned may find it impossible to liquidate the investment.
- 8) The undersigned understands that the Securities have not been registered under the Securities Act of 1933 (the "Securities Act"), that the Securities will be issued on the basis of the exemption provided by Section 4(2) of the Securities Act and Regulation D promulgated thereunder and under exemptions under certain state securities laws, that this transaction has not been reviewed by, passed on or submitted to any federal or state agency or self-regulatory organization where an exemption is being relied upon, and that the Company's reliance thereon is based in part upon the representations made by the undersigned in this Agreement.
- 9) The undersigned acknowledges that the undersigned is familiar with the limitations imposed by the Securities Act and the rules and regulations thereunder on the transfer of the Securities. In particular, the undersigned agrees that the Company shall not be required to give any effect to sale, assignment or transfer of the Securities, unless (i) the Securities are registered under the Securities Act, it being understood that the Securities are not currently registered and that the Company has no obligation or intention to so register the Securities, or (ii) such Securities are sold, assigned or transferred in accordance with all the requirements and limitations of Rule 144 under the Securities Act, it being understood that Rule 144 is not available at the present time for the sale of the Securities, or (iii) such sale, assignment or transfer is otherwise exempt from registration under the Securities Act. The undersigned further understands that an opinion of counsel and other documents may be required to transfer the Securities.
- 10) If the undersigned is an individual, the undersigned is a bona-fide resident of the state set forth in the address provided on the undersigned's signature page to this Agreement.
- 11) The undersigned will acquire the Securities for the undersigned's own account for investment and not with a view to the sale, resale or distribution thereof or the granting of any participation

therein, and has no present intention of distributing or selling to others any of such interest or granting any participation therein.

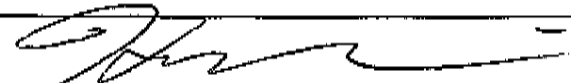
- 12) The Company and its business involve substantial risks and uncertainties. The risk factors disclosed to the undersigned on the Disclosure Schedule hereto provide examples of risks, uncertainties and events that may cause our actual results to differ materially from the Company's expectations, to the extent that such expectations were communicated to the undersigned. Prior to an investment in the Securities, the undersigned should be aware that the occurrence of the events described in these risk factors could have a material adverse effect on our business, financial condition and results of operations and on the value of the Securities.
- 13) The undersigned acknowledges that neither the Company nor any person acting on behalf of the Company offered to sell the Securities by means of any form of general advertising or general solicitation.
- 14) The undersigned acknowledges and agrees that the representations, warranties and agreements made by the undersigned herein shall survive the execution and delivery of this Agreement and the purchase of the Securities. The information stated herein is true and complete as of the date hereof and will be true and complete as of the date on which the Company shall sell the Securities to the undersigned. If, prior to the final consummation of the offer and sale of the Securities, there should be any change in such information or any of such information becomes incorrect or incomplete, the undersigned agrees to notify and supply promptly corrective information to the Company.
- 15) The undersigned agrees to indemnify and hold harmless the Company and each officer, director, employee, agent and controlling person of the Company from and against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty in this Agreement.
- 16) The undersigned has received and carefully reviewed a copy of the Operating Agreement. By executing this Agreement, you agree that, effective immediately upon the acceptance of this subscription, you will become a party to the Operating Agreement and shall be fully bound by all of the terms and conditions of the Operating Agreement. Schedule I to the Operating Agreement shall be amended by the Board of Managers to reflect the Subscription Amount and number of Units being subscribed for.
- 17) Miscellaneous.
 - a) This Agreement shall be binding upon and inure to the benefit of the parties hereto, the successors and assigns of the Company, and the permitted successors and assigns of the undersigned.
 - b) This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

- c) The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State of Delaware, without regard to principles of conflict of laws.
- d) This Agreement may not be amended except in a writing specifically intended for the purpose and executed by the party against whom enforcement of the amendment is sought.
- e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
- f) This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, together, shall constitute the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription as of 24th day of September, 2013.

By: HRAG JULIAN KARLUBIAN

Its: _____

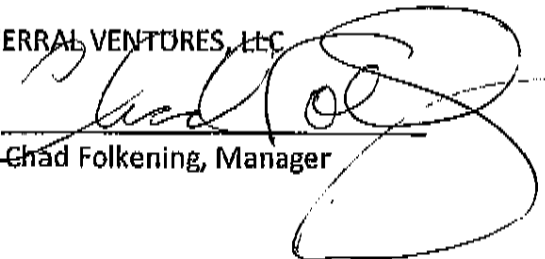
Name: 
Hrag Karlubian

Address: 3337 WRIGHTWOOD DR.
STUDIO CITY, CA 91604

Social Security or Employee I.D. Number:
554-63-3952

ACCEPTED BY:

REFERRAL VENTURES, LLC

By: 
Chad Folkening, Manager

Date: 9-26-13

SCHEDULE A**DISCLOSURE SCHEDULE****Capitalization of The Company**

Below is a list of the Members of the Company,

<u>Member</u>	<u>Units</u>
Chad Folkening	5,750,000
Anthony Caputo	3,750,000
Greenway, FLP	500,000

By subscribing for 204,000 units, Hrag Karlubian will hold 2.00% of the currently outstanding units in the Company.

The Board of Managers of the Company has approved an employee and consultant equity incentive plan, pursuant to which it intends to issue options for up to 15% of its units. Chad Folkening and Anthony Caputo have agreed to reduce their holdings of Units as options are issued under the equity incentive plan as well as for investor Hrag Karlubian, such that no other members will experience dilution as a result of any options that are issued and exercised.

In the event all such options are issued, the capitalization table would be as follows:

POST TRANSACTION:

<u>Member</u>	<u>Units</u>
Chad Folkening	4,823,584
Anthony Caputo	3,135,816
Greenway, FLP	510,000
Hrag Karlubian	204,000
Reserved for Options	1,530,600

Use of Funds

The funds from your Subscription Price will be used (1) to pay for further development of the Referrals.com application and website, and (2) to pay Erik Kellener a fee of \$2,500 per month as the Company's outsourced Chief Technology Officer.

Risk Factors

The Company is a high-risk early stage venture. We have no operating history so it is difficult to evaluate our business and prospects. Our revenue model relies substantially on the assumption that we will be able to successfully expand. To be successful, we must, among other things:

- attract and maintain customer loyalty;
- establish and increase brand awareness;
- rapidly respond to competitive developments;
- execute our product development activities;
- expand our marketing activities to reach more prospects;
- attract, retain and motivate qualified personnel;
- gain acceptance for our products;
- develop and maintain successful sales channels; and
- manage our spending.

Our management may have conflicts of interest. Members of the Board may have conflicts of interest in allocating management time, services and functions among various existing enterprises, including the Company, and future enterprises they may organize, as well as other business ventures in which they may be, or may become, involved. The Board believes it will have sufficient staff, consultants, independent contractors and operating managers to successfully perform its duties to the Company. You will have no interest in any future ventures of the Board. Furthermore, counsel to the Board may also serve as counsel to the Company from time to time.

Our operations will require significant investment before we realize any revenues. The development of the Company and our core website requires significant investments to be made before any revenue is realized.

Reliance on Management. All decisions regarding management of the Company's affairs will be made exclusively by the Board, and not by any of the holders of Units. Accordingly, you should not purchase the Securities unless you are willing to entrust all aspects of management of the Company to the Board. Potential purchasers must carefully evaluate the personal experience and business performance of the Board and its principals. The Managers may only be removed as Managers of the Company by a majority vote of the Members of the Company.

We depend on key personnel. Our success is largely dependent upon the efforts, direction and guidance of the founders of the Company. In addition, the Company's success is dependent upon its ability to attract and retain qualified employees and on the ability of its executive officers and key employees to manage operations successfully. The loss of any founders or the inability of the Company to attract and retain key management, technical or professional personnel in the future, could have a material adverse effect on the Company's results of operations and financial condition.

Risks Associated with Expansion. We may expand our business beyond what is described in this Memorandum. Any such expansion of operations the Company may undertake will entail risks. Such actions may involve specific operational activities, which may negatively impact the profitability of the Company. Consequently, members must assume the risk that (i) such expansion may ultimately involve expenditures of Company beyond the resources available to the Company at that time, and (ii) management of such expanded operations may divert Management's attention and resources away from its existing operations, all of which factors may have a material adverse effect on the Company's present and prospective business activities.

Risks Associated with Rapid Growth. Our current plans contemplate a period of rapid growth that may place a significant strain on our financial, managerial and other resources. Our ability to manage our growth effectively, should it occur, will require us to continue to improve our operational, financial and management

information systems and to attract, retain, motivate and train key employees. If our executives are unable to manage growth effectively, our business, operating results, financial condition and prospects could be materially and adversely affected.

General Economic Conditions. Our financial success may be sensitive to adverse changes in general economic conditions in the United States or other nations, such as recession, inflation, unemployment, and interest rates. Such changing conditions could reduce demand in the marketplace for our or services.

Changes in Applicable Law. We must comply with various legal requirements, such as requirements imposed by United States and other foreign anti-money laundering laws, securities laws, commodities laws, tax laws and pension laws. Should any of those laws change over the life of the Company, the legal requirements to which the Company may be subject could differ materially from current requirements.

If the Company fails to generate and maintain a significant volume of high quality users, the Company will be unable to provide users with the information they are looking for, which could negatively impact traffic and revenue.

The Company will face uncertainty regarding the viability of the commercial market(s) for its referrals platform. The online referrals industry in which the Company's application will be marketed is a competitive industry subject to varying commercial risks and competition from existing providers of products and methods. The Company anticipates that its unique market focus can provide a competitive advantage for the Company in the world marketplace, but the Company is aware that the market is unpredictable and no guarantee exists that the Company's efforts will be profitable. The Company's competitors in this market are much larger and better funded than the Company. It is possible that the Company's sales and marketing strategies will not be successful.

The market may reject the Company's Application. Even though there currently exists an established market for online applications that facilitate referrals, it is possible that the the our application's potential users will either reject the concept or fail to see value in it.

Risks Relating to the Offering

No Public Market for Securities. Your ability to resell your Securities is limited. You may not be able to sell your Securities. It is required that the purchase of the Units be for investment only and not with a view toward the resale or distribution. No public market for the Securities exists or is likely to develop. Your ability to resell your Securities also is restricted by the terms of the Securities and securities laws.

Limited Transferability of Securities. You will be required to represent that you are acquiring the Securities for investment and not with a view to distribution or resale, that you understand the Securities are not freely transferable and, in any event, that you must bear the economic risk of an investment in the Securities for an indefinite period of time because: (i) the Securities have not been registered under the Securities Act or applicable state "Blue Sky" securities laws; and (ii) the Securities may not be sold unless they are subsequently registered or an exemption from such registration is available. The Company does not believe there will be a market for the Securities, and potential investors cannot expect to be able to liquidate their investment in case of an emergency. Further, the sale of the Securities may have adverse federal income tax consequences. The Members will be required to obtain the prior written consent of the Board to transfer Securities. There are no specified circumstances relating to the granting or withholding of the required prior

written consent of the Board. Accordingly, the Board may not consent to a request for approval to transfer Securities.

Offering Not Registered With Securities and Exchange Commission or State Securities Authorities. This Securities sold in this Offering will not be registered with the SEC or the securities regulator of any state, and are being offered in reliance upon an exemption from the registration provisions of the Securities Act and state securities laws applicable only to offers and sales to potential investors meeting the suitability requirements described in this Memorandum.

Private Offering Exemption; Compliance with Requirements. The Securities are being offered, and will be sold in reliance upon a private offering exemption from registration provided in SEC Regulation D and applicable state securities laws. If we fail to comply with the requirements of the exemptions, investors may have the right to rescind their purchase of the Securities. This might also occur under the applicable state securities or "Blue Sky" laws and regulations in states where the Securities will be offered without registration or qualification pursuant to a private offering or other exemption. If a number of investors were successful in seeking rescission, we would face severe financial demands that would adversely affect the Company as a whole and, thus, the investment in the Securities by the remaining investors.

Because of their characteristics, the Securities may not be a suitable investment for you. The Securities may not be a suitable investment for you, and the Company advises you to consult your investment, tax and other professional financial advisors prior to purchasing Securities. The characteristics of the Securities, including maturity, interest rate and lack of liquidity, may not satisfy your investment objectives. The Securities may not be a suitable investment for you based on your ability to withstand a loss of interest or principal or other aspects of your financial situation, including your income, net worth, financial needs, investment risk profile, return objectives, investment experience and other factors. Prior to purchasing any Securities, you should consider your investment allocation with respect to the amount of your contemplated investment in the Securities in relation to your other investment holdings and the diversity of those holdings.

The unit price is not based on any external audit or valuation. Securities are being sold for \$0.245 per Unit. This price was determined by the Company's board of managers and not by any external source or as a result of any external audit or valuation.

Your ownership of the Company may be diluted by future acts of the Company. Your units may be diluted if the Company issues additional units or rights that similarly dilute the owners of the Company. Such dilution will reduce the actual percentage of the Company allocated to you. A capitalization table showing the current status of the Company's authorized units is summarized in this Schedule A.

Other Risks. The list of risk factors contained in this section does not purport to be complete. In addition to the risk factors listed above, we may be subject to other risks not foreseen or currently fully appreciated by management. You should consider that other potential risks that are not described above may exist and are urged to make your own independent evaluation of the Company, our business, and the terms of the Offering. To the extent that you have knowledge of, or have been informed of, possible agreements involving the Company or our business, you should understand that such transactions are speculative and may never be completed or they may not be completed on favorable terms.

SCHEDULE B
OPERATING AGREEMENT