

Noah's Internet, Inc.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR APPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAS THE COMMISSION OR ANY SUCH AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

SUBSCRIPTION AGREEMENT

SERIES A

CONVERTIBLE PREFERRED STOCK

400,000 Shares



Shares Of Series A Preferred Stock	Price to Investors	Proceeds to Company	Selling Commissions
Per Share	\$.40	\$.36	\$.04
Total Maximum	\$160,000	\$144,000	\$16,000

THIS DOCUMENT HAS BEEN PREPARED ON A CONFIDENTIAL BASIS SOLELY FOR THE BENEFIT OF SELECTED QUALIFIED INVESTORS IN CONNECTION WITH THE PRIVATE PLACEMENT OF SHARES OF SERIES A CONVERTIBLE PREFERRED STOCK, \$.001 PAR VALUE (THE "SERIES A PREFERRED STOCK") OF NOAH'S INTERNET, INC., A NEVADA CORPORATION (THE "COMPANY"). THIS INFORMATION MAY NOT BE REPRODUCED OR REDISTRIBUTED.

NOAH'S INTERNET, INC.

A Nevada Corporation

2682 Auralie Drive

Escondido, California, 92025

(951) 775-0567

SERIES A CONVERTIBLE PREFERRED SHARES

NOAH'S INTERNET, INC. hereby offers for sale a maximum of 400,000 Series A Convertible Preferred Shares at \$.40 per Share. The Offering is made in Blocks of 12,500 Shares representing a minimum investment of \$5,000 on a "Best Efforts, Any or All" basis. The Company reserves the right, in its sole and absolute discretion, **to accept, reduce or reject any subscription.**

Subject to the terms and conditions of this Subscription Agreement, the Subscriber shall tender this Subscription together with payment of the subscription price for the securities being purchased by check in the amount set forth on the signature page, together with this Agreement to the Company. There will be no escrow of funds and all subscription moneys will be immediately available to the Company.

The Subscriber understands that the securities offered hereby are sold in reliance upon the exemption of Rule 504 of Regulation D from registration under the Securities Act of 1933, as amended. Under this exemption, the Company will offer the securities for investment to:

- a. Persons who satisfy the requirements of an "Accredited Investor" as set forth in Regulation D; and
- b. Not more than thirty-five (35) persons Non-Accredited Investors ("Sophisticated Investors"), whom the Company has reasonable grounds to believe (alone or with their representatives) have such knowledge and experience in financial matters to be capable of evaluating the merits and risks of investing in the Company.

It is understood and agreed that this Subscription is made subject to the following terms and conditions:

- a. The Company shall have the right to accept, reduce or reject this Subscription, in whole or in part.
- b. Upon acceptance of this Subscription, the Company shall execute the signature pages of this Agreement.
- c. The Company shall retain one copy of this Agreement, with executed signature page, and one copy, with executed signature page, shall be delivered to the undersigned.

SUBSCRIPTION INFORMATION

Entity Name (If applicable)

Name

Address

City, State, Zip

Address Listed is: Home _____ Business _____

The state listed above is the state in which you have maintained your principal residence during the past two years. Yes _____ No _____

If you marked "No," Please record the state of your principal residence:

Occupation

Social Security Number/Tax ID #

Phone

Email Address

Manner in which the Securities subscribed for are to be held:

_____ Individual

_____ Joint tenancy-A tenancy by two or more co-owners who take identical interests simultaneously with the same right of possession. A joint tenancy differs from a tenancy in common because each joint tenant has a right of survivorship to the other's share

_____ Tenancy in common-A tenancy by two or more persons, in equal or unequal undivided shares, each person having an equal right to possess the whole property but no right of survivorship.

_____ Community property-Property owned in common by a husband and wife as a result of its having been acquired during the marriage by means other than an inheritance or a gift to one spouse, each spouse holding a one-half interest in the property. Nine states have community property systems: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin.

_____ A Married person taking as separate property and purchasing with separate property funds. In a community property state, property acquired by one spouse individually during marriage.

_____ Under Uniform Transfers to Minors Act. A uniform law, adopted in most states, providing for the transfer of property to a minor, permitting a custodian acting in a fiduciary capacity to manage investments and apply the income from the property for the minor's support.

_____ As custodian for

_____ Legal authority and to duty to care for another's person or property.

_____ Other (please describe)

QUALIFICATIONS OF INDIVIDUAL SUBSCRIBERS

This section consists of two parts. Please complete only the section appropriate for you:

- a. For Individuals who are Accredited Investors, please complete Section A.
- b. For Individuals who are Non-Accredited Investors, please complete Section B.

A. ACCREDITED INDIVIDUAL INVESTOR STATUS

You, the Subscriber, hereby represent and warrant that you are an "Accredited Investor" as that term is defined in Rule 501 of Regulation D as promulgated pursuant to the Securities Act of 1933, as amended (the "Act"), because you represent and warrant that you come within any of the following categories, at the time of the sale of the securities to you: (initial below)

_____ A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of that person's purchase exceeds \$1,000,000.00.

_____ A natural person who had an individual income in excess of \$200,000.00 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000.00 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

_____ 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.

B. NON-ACCREDITED INDIVIDUAL INVESTOR STATUS

You, the subscriber, hereby represent and warrant that you are a Non-Accredited Investor ("Sophisticated Investor") because you represent and warrant the following:

1. Please indicate whether your individual net worth, or joint net worth with your spouse, exclusive of your personal residence, furnishings and automobiles, is at least \$150,000.00 or, in the alternative, that your net worth is at least \$250,000.00, inclusive of personal residence, furnishings and automobiles, regardless of income. _____ Yes _____ No
2. Please indicate whether you had an individual income in excess of \$75,000.00 last year or joint income with your spouse in excess of \$150,000.00 last year and that

you reasonably expect to reach the same income in the current year. _____ Yes
_____ No

3. Please indicate whether you have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of this transaction and of an investment in the Company as provided in this Agreement.
_____ Yes _____ No

ACCESS TO INFORMATION; INDEPENDENT INVESTIGATION

The Subscriber has received and read and is familiar with this Agreement and the Company's Business Summary and they confirm that all documents, records and books pertaining to the business summary in the Company and requested by them have been made available or delivered to them. The undersigned has had an opportunity to ask questions of and receive answers from the Company, or a person or persons acting on its behalf, concerning the terms and conditions of this investment.

REPRESENTATIONS AND WARRANTIES OF THE UNDERSIGNED

The undersigned hereby represents and warrants to the Company as follows:

- a. They understand that the securities being purchased have not been registered pursuant to the Act or any state securities laws and that they have been acquired for investment only and not with a view to distribution within the meaning of the Act and the rules and regulations promulgated there under. The holder of the securities has agreed not to effect a disposition of the securities unless or until (1) a registration statement under the Act and applicable state securities laws pertaining to the securities has become effective, or (2) the Company has received an opinion of counsel satisfactory to it that registration under the Act and applicable state securities laws is not required in connection with such disposition.
- b. They understand that the securities for which they hereby subscribe are being acquired solely for their own account, for investment only and are not being purchased with a view to or for the resale, distribution, subdivision or fractionalization thereof; they have no present plans to enter into such contract, undertaking, agreement or arrangements.
- c. They acknowledge and are aware of the following: (1) that the Company has had limited operating history; and that the securities are speculative investments, which involve a high degree of risk of loss of their entire investment in the Company; (2) that there are substantial restrictions on the transferability of the securities; the securities will not be, and investors in the Company have no rights to require that the securities be, registered under the Act; there is no public market for the securities and no assurance that one will develop. If a public market did develop the undersigned will only be able to avail themselves of the provisions of Rule 144 adopted by the Securities and Exchange Commission pursuant to the Act with respect to the resale of the securities; and, accordingly, they will have to hold the securities for a minimum period of one year before the securities may be sold in the public markets, and, therefore, they may not be able to liquidate their investment in the Company for several years in the future; and (3) that the Company will rely on this offer to subscribe, and, accordingly, this offer may not be canceled, rescinded or otherwise revoked by the undersigned.

The foregoing representations and warranties are true and accurate as of the date hereof and shall be true and accurate as of the date of the delivery of the funds to the Company and shall

survive such delivery. If in any respect such representations and warranties shall not be true or accurate prior to delivery of the subscription payment, the undersigned shall give written notice of such fact to the Company, specifying which representations and warranties are not true and accurate and the reasons therefore.

INDEMNIFICATION

The undersigned acknowledges that they understand the meaning and legal consequences of the representations and warranties contained in the Representations and Warranties paragraph hereof, and they hereby agree to indemnify and hold harmless 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 of the undersigned contained in this Agreement. This Paragraph shall survive the termination of this Agreement.

NO WAIVER

Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by the undersigned, the undersigned does not thereby or in any other manner waive any rights granted to them under Federal and State securities laws.

REVOCAION

The undersigned agrees that they shall not cancel, terminate or revoke this Agreement or any agreement of the undersigned made hereunder and that this Agreement shall survive the death or disability of the undersigned, except as provided below.

TERMINATION OF AGREEMENT

If any representation or warranty of the undersigned contained herein shall not be true or accurate prior to delivery of the subscription payment, and written notice of such fact has been given to the Company, then this Agreement shall be null and void and of no further force and effect except those provisions of the Indemnification section of this Agreement which expressly survive the termination of the Agreement, and, except as otherwise stated herein, no party shall have any rights against any other party hereunder, and the Company (or the Escrow Agent, if applicable) shall promptly return to the Undersigned the full subscription payment without deduction.

BLUE SKY NOTICES

The undersigned has reviewed and understands the general information and securities law notices, restrictions, and/or rights as set forth in this subscription agreement.

NOTICE, GOVERNING LAW, ARBITRATION

All notices or other communications given or made hereunder shall be in writing and shall be mailed by First Class certified mail, return receipt requested, with notice being effective upon receipt of delivery notification, to the undersigned at his or her address set forth below and to the Company at the address set forth at the outset of this Agreement.

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in the State of California, City of San Diego, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Each party shall pay its own costs regardless of the outcome of arbitration. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

SIGNATURE PAGE FOR SUBSCRIBERS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below.

Signature

Name of Subscriber (Please Print)

Date of Execution:

Subscription Amount \$ _____ Shares _____

Accepted by:

NOAH'S INTERNET, INC.

By _____

Name and Title

Date