

# Veritas Villages of America, Inc.

## SUBSCRIPTION AGREEMENT



**A Delaware Corporation**

**1,000,000 Shares of Common Stock <sup>(1)</sup> -- Price: US \$ 1.00 Per Share**

1,000,000 Shares of Common Stock  
at US \$1.00 per Share

Pursuant to the Exemption from Registration under  
the U.S. Securities Act of 1933, as Amended (the "Act")  
contained in Rule 504 of Regulation D under the Act

I understand that this offering of interests in Veritas Villages of America, Inc. has not been reviewed by the Attorney General of the State of New York because of the issuer's representations that this is intended to be an offering pursuant to SEC Regulation D, and that if all of the conditions and limitations of SEC Regulation D are not complied with, the offering will be resubmitted to the Attorney General for amended exemption.

I understand that any offering literature used in connection with this offering has not been pre-filed with the Attorney General and has not been reviewed by the Attorney General. This interest is being purchased for my own account for investment, and not for distribution or resale to others.

I agree that I will not sell or otherwise transfer these securities unless they are registered under the Federal Securities Act of 1933 or unless an exemption from such registration is available."

I understand that all documents, records and books pertaining to this investment have been made available for inspection by my attorney or my accountant or my offeree representative and myself, and that the books and records of the issuer will be available upon reasonable notice for inspection by investors at reasonable hours at its principal place of business.

Investor:

1. The undersigned hereby subscribes for the number of shares (the "Shares") set forth below of the \$.00001 Par Value Common Stock of Veritas Villages of America, Inc. (the "Company"), at a price of U.S. One Dollar (US \$1.00) per Share. Execution and delivery of this Subscription Agreement to the Company together with payment shall constitute an irrevocable offer to purchase the number of Shares indicated, which offer may be accepted or rejected by the Company in whole or in part.

2. The undersigned acknowledges that no representations or warranties have been made to him by the Company or by any person acting or purporting to act on behalf of the Company with respect to the proposed business of the Company or any other aspects or consequences of a purchase of the Shares, except for those contained in the accompanying Offering Document. Further, in making this investment he has not relied upon any information concerning the Company, written or oral, other than his own perusal of the Offering Document. The undersigned acknowledges that he has read and understands the Offering Document in its entirety. Although the Offering Document has been prepared only in the English language, he acknowledges that in the event he is not literate in English, he has had a friend, relative, legal or financial advisor or other trusted person, unaffiliated with the Company, read the Offering Document and explain it to him, with particular reference to the "*Risk Factors*" contained therein.

3. The Company is not a registrant pursuant to Section 12(g) of the U.S. Securities Exchange Act of 1934, as amended, and accordingly is not presently required to file reports with the U.S. Securities and Exchange Commission, nor does it meet the registration and reporting requirements, among others, for listing on FINRAAQ nor any U.S. stock exchange. Accordingly, the Shares of the Company are not presently listed on FINRAAQ or on any stock exchange, and there is no present trading market therefore. Although immediately following the completion of this Offering the Company intends to cooperate with a U.S. broker-dealer to obtain the entry of quotations for its Common Stock into an inter-dealer quotation system, which will, if successful, result in the assignment of a four-character trading symbol to the Company's Common Stock and the availability of quotations, trading volume and other data on many of the world's electronic quotation systems, there can be no assurance that this will be accomplished, or that even if so, a liquid secondary market will exist into which any Shares purchased hereby can readily be sold. Accordingly, the undersigned acknowledges and understands that he may find it difficult or impossible to dispose of the Shares, should he choose to do so. Even should such a trading market exist, there is no assurance that the Shares may be sold at a profit. The future price of the Shares, if any, will be totally dependent upon the extent to which the Company can conduct successful business activities.

4. The undersigned understands that the Shares have not been, and it is not anticipated that the same will be, registered under the Act, in reliance upon the exemption contained in Regulation D and Rule 504 there under, and consents to the application of a restrictive legend to that effect on each of the share certificates that he receives, nor will the Shares be registered or otherwise qualified for sale pursuant to the provisions of the securities or other laws of any other jurisdiction. The undersigned represents that he is currently resident at the address given below, and that he has no present intention of becoming a resident of any other U.S. state. The undersigned

recognizes that the Shares have been sold to him in reliance upon these representations.

5. *Anti-Money Laundering.* The Undersigned represents and covenants that neither it nor any person controlling, controlled by, or under common control with it, nor any person having a beneficial interest in it, is an individual or organization, or entity listed on the List of Specially Designated Nationals and Blocked Persons (the "OFAC Control List") maintained by the U.S. Office of Foreign Assets Control ("OFAC") and that he or she is not purchasing the Shares and will not purchase any Shares on behalf of or for the benefit of any individual, organization or entity listed on the OFAC Control List.

A copy of the OFAC Control List may be viewed at the following web site address: <http://www.ustreas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>.

3.6 *Legality of Funds.* The Undersigned represents that:

- (a) the Purchase Price nor any part thereof was not and is not directly or indirectly derived from any activities that contravene U.S. federal or state laws and regulations or any international laws and regulations, including but not limited to anti-money laundering laws and regulations, and
- (b) when and if the Undersigned liquidates its interest in the Veritas Villages of America, Inc. that the proceeds of such sale will not be used to finance any illegal activities.

3.7 *PATRIOT Act Compliance.* If the Undersigned is an entity that invests on behalf of others, the Undersigned, in addition to and not by way of limiting any of the foregoing, represents and certifies that it is aware of the requirements of the PATRIOT Act of 2001 and the rules and regulations promulgated there under, and other applicable anti-money laundering measures in any jurisdiction (collectively the "AML Rules"), and that it has adopted anti-money laundering policies and procedures reasonably designed to verify the identity of its beneficial owners or underlying investors, as the case may be, and their respective sources of funds. Such policies and procedures are properly enforced, and are consistent with such AML rules.

The Undersigned further warrants and certifies that, to the best of its knowledge, its beneficial owners or investors, as the case may be, are not individuals, entities or countries that may subject the Company or any of its affiliates to criminal or civil violations of any AML Rules. The Undersigned further acknowledges that it is to furnish a copy of its anti-money laundering policies and procedures to the Company when requested. Among its other obligations, the Undersigned agrees to promptly notify the Company if any of the foregoing representations and certifications become inaccurate at any future time.

The Undersigned further represents that:

- (a) it is not a Senior Foreign Political Figure ("SFPF"), a member of the immediate family of any SFPF, a and/or any Close Associate of any SFPF residing in a non-cooperative country or territory or jurisdiction that

has been designated by the U.S. Secretary of the Treasury as warranting special measures due to primary anti-money laundering concerns; and

- (b) it is not an SFPF residing in a non-cooperative country or territory or a jurisdiction that has been designated by the U.S. Secretary of the Treasury as warranting special measures due to primary anti-money laundering concerns; and
- (c) it is not resident in, or organized or chartered under the laws of, a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Sections 311 and 312 of the USA PATRIOT Act as warranting special measures due to primary money-laundering concerns; and
- (d) it is not a Foreign Shell Bank ("FSB") as that term is defined in the USA PATRIOT Act; and
- (e) the Purchase Price did not originate from, nor will it be routed through, an account maintained at an FSB, or a bank organized or chartered under the laws of a jurisdiction deemed to be a non-cooperative country or territory ("NCCT").

The Undersigned understands the meaning and legal consequences of all of the foregoing representations and warranties, which are true and correct as of the date hereof, and will be true and correct as of the Closing Date. Each such representation and warranty shall survive the Closing Date.

5. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and may not be modified except in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on the date indicated below.

\_\_\_\_\_  
Number of Shares  
  
x U.S. \$1.00 =

U.S. \$ \_\_\_\_\_  
TOTAL AMOUNT

Subscriber:  
(Print Full Name):

\_\_\_\_\_

by \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

Agreed and accepted:

**SUBSCRIBER'S FULL ADDRESS:**

Name of Company or Organization:

\_\_\_\_\_

Apt. or Floor: \_\_\_\_\_

Building No.: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone City Code: \_\_\_\_\_

Voice Tel. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

by \_\_\_\_\_

*Authorized Officer*

*(To be completed by the Company  
and returned to the Subscriber  
upon full or partial acceptance  
of this subscription).*

**PLEASE RETURN TWO SIGNED COPIES OF THIS SUBSCRIPTION AGREEMENT  
(ONE OF WHICH WILL BE EXECUTED BY THE COMPANY AND RETURNED TO  
YOU UPON FULL OR PARTIAL ACCEPTANCE OF YOUR SUBSCRIPTION)  
TOGETHER WITH A U.S. DOLLAR BANKER'S DRAFT OR INTERNATIONAL MONEY  
ORDER FOR THE "TOTAL AMOUNT" INDICATED ABOVE MADE PAYABLE TO  
"VERITAS VILLAGES OF AMERICA, INC.", AND FORWARD IMMEDIATELY BY  
AIR MAIL OR COURIER EXPRESS TO:**

**VERITAS VILLAGES OF AMERICA, INC.  
904 Clark St.  
The Dalles, OR 97058**