

Friends of Creation Science Limited Liability Company

SUBSCRIPTION AGREEMENT

Friends of Creation Science Limited Liability Company, a Minnesota limited liability company, located at 45011 – 230th Street Henning, Minnesota 56551 (the “Company”), and the undersigned subscriber (the “Subscriber”), make this subscription agreement (the “Subscription Agreement”) effective this ____ day of _____, 2009 (the “Effective Date”).

RECITALS

- a. The Company is offering Membership Units in the Company (the “Membership Units”) at a purchase price of \$30,000.00 (the “Purchase Price”) per Membership Unit.
- b. The Company arbitrarily determined the Purchase Price and the Subscriber understands that it bears no relationship to any standard of determining price such as book value, revenue, earnings, assets or other established value criteria.
- c. The Subscriber has read, understands and agrees to the terms of the disclosure (the “Disclosure”) of which this Subscription Agreement is attached.
- d. The Subscriber wishes to purchase and the Company wishes to sell the Membership Units under the Terms and Conditions of this Agreement.

1. Subscription

The Subscriber tenders this Subscription Agreement for _____ Membership Unit(s). Together with this Agreement, the Subscriber has also tendered to the Company payment in full in the amount of _____ (\$_____) in the form of cash, check or similar negotiable instrument (the “Subscription Price”).

2. Subscription Acceptance or Rejection

The Subscriber understands that the execution and delivery of this Agreement to the Company will not constitute a binding agreement between the parties until it is accepted by the Company’s Board. The Company has no obligation to accept or reject the Subscription and has the right, in its sole discretion, to accept or reject, in whole or in part, the Subscription and may allot fewer Membership Units to the Subscriber than described in the Subscription.

3. Effect of Rejection

If the Subscription is rejected in whole, the Subscription will be cancelled, this Agreement will have no further force or effect, and the Subscription Price will be returned to the Subscriber, without interest, less legal fees and other expenses pertaining to the offering.

4. *Conditions Precedent to Issuance of the Membership Units.*

The Company's acceptance of the Subscription and issuance of the Membership Units is subject to all of the following conditions:

- a) Payment of Subscription Price. Subscriber shall pay the full Subscription Price at the time of tendering this Subscription Agreement. If Subscriber has not paid the Subscription Price, this Subscription Agreement shall immediately terminate and neither party will have any further obligations under this Agreement.
- b) Company's Approval. The Company's approval of the Subscription according to the terms of Section 2 of this Agreement as evidenced by the Company's execution of this Subscription Agreement.
- c) Member Control Agreement. Subscriber's execution and delivery of the Member Control Agreement between and among the Company and its Members (the "Member Control Agreement") to the Company in substantially the form presented to Subscriber.
- d) Accuracy of Representations and Warranties. The representations and warranties made by the Subscriber pursuant to this Subscription Agreement shall be true and accurate as of the date the Membership Units are issued.

5. *Transaction Closing*

Upon the satisfaction of all of the conditions contained in Section 4 of this Subscription Agreement, the Company will deliver to Subscriber a duly executed copy of this Subscription Agreement.

6. *Withdrawal of Offering*

The offering as reflected in this Subscription Agreement (the "Offering") may be withdrawn by the Company at any time. If it is withdrawn before the Closing, the Subscription will be cancelled, this Subscription Agreement will have no further force or effect, and the Subscription Price will be returned to Subscriber, without interest.

7. *Subscriber's Representations and Warranties*

As an inducement to the Company to sell the Membership Units to the Subscriber, the Subscriber represents and warrants to the Company as follows, intending that such representations and warranties will survive the issuances of the Membership Units to the Subscriber and the Subscriber becoming a member of the Company:

- a) The Subscriber has received and carefully reviewed the attached Disclosure, the Prospectus, and all materials incorporated by reference therein or delivered therewith and understands and agrees to all of its provisions, terms, intent, and representations.

- b) The Subscriber is over 21 years of age, if an individual, and is legally competent to execute this Subscription Agreement. Further, the Subscriber has duly authorized, executed and delivered this Subscription Agreement, and when and if executed and delivered by the Company, the Subscription Agreement will constitute the Subscriber's valid, binding and enforceable agreement.
- c) The Subscriber has carefully reviewed and understands the risks of an investment in the Company, is able to bear the economic risk of purchasing the Membership Units, can withstand a complete loss of Subscriber's investment in the Membership Units, can hold the Membership Units for an indefinite period of time, and has the net worth to undertake these risks.
- d) The Subscriber believes that the Subscriber, either alone or together with the assistance of the Subscriber's own professional advisor or advisors, has the knowledge and experience in business and financial matters that make the Subscriber capable of reading and interpreting financial statements of and concerning the Company and of evaluating the merits and risks of an investment in the Company.
- e) The Subscriber understands that an investment in the Membership Units is highly speculative and involves a high degree of risk, including, but not limited to, the risk of economic loss from the Company's operations due to the Company's limited operational history, but believes that an investment in the Membership Units is suitable for the Subscriber based upon Subscriber's investment objectives and financial needs, and the Subscriber has adequate means for providing for Subscriber's current financial needs and personal contingencies and has no need for liquidity of investment with respect to the Membership Units.
- f) The Subscriber is acquiring the Membership Units for purposes of long-term investment, for the Subscriber's personal account, and with no present intention of reselling, distributing or otherwise transferring the Membership Units or any portion of the Membership Units, and the Subscriber has no contract, undertaking or arrangement with any person or entity to sell or transfer all or any portion of the Membership Units to that person or entity, or to have that person or entity sell for Subscriber all or any portion of the Membership Units, or to afford or allow any participation in the Membership Units by any other person or entity.
- g) The Subscriber understands and acknowledges that the Membership Units are being offered and sold under the exemption to registration provided in Section 3(a)(11) of the Securities Act of 1933, as amended, (the "Securities Act"), and pursuant to Minnesota Statutes, Chapter 80A, Regulation of Securities, and as such, Subscriber is prohibited from making any subsequent sale of the Membership Units until July 15, 2011, and that this transaction has not been reviewed or passed upon by any federal or state agency.

- h) The Subscriber realizes that (i) the purchase of the Membership Units is a long-term investment; (ii) the Subscriber must bear the economic risk of investment for an indefinite period of time because the Membership Units have not been registered and, therefore, cannot be sold unless they are subsequently registered or exempt from registration; (iii) there presently is no public market for the Membership Units and the Subscriber may not be able to liquidate Subscriber's investment in the Membership Units in the event of an emergency or to pledge the Membership Units as collateral for loans; and (iv) the transferability of the Membership Units will be restricted, and (A) requires the Company and the other Member's written consent, (B) requires conformity with the restrictions contained in paragraph (f) above, and will be further restricted by any legends placed on the certificate or certificates representing the Membership Units, if any, referring to the applicable restrictions on transferability including those contained in the Member Control Agreement. The legend placed on any Membership Unit certificate shall contain substantially the following language:

The Membership Units herein have not been registered under the securities laws of the State of Minnesota and may not be sold, transferred, or otherwise disposed of for value except in compliance with those laws. No registration statement as to the Membership Units represented by this certificate has been filed pursuant to the Securities Act of 1933, as amended, with the Securities and Exchange Commission or pursuant to any applicable state statute. These Membership Units, accordingly, may not be sold, transferred, or otherwise disposed of for value until July 15, 2011, and even then, not unless and until a registration statement including these Membership Units has been filed with the Securities and Exchange Commission and any applicable state authority including, but not limited to, the State of Minnesota, and has become effective or until the holder of said Membership Units has obtained an opinion from counsel satisfactory to the issuer of these Membership Units to the effect that such registration is not required. In addition, these Membership Units are subject to the laws of a Member Control Agreement effective by and among the Members of the Company and the Company, to which the holder of these Membership Units is a party, a copy of which is on file in the Company's offices.

- i) The Subscriber, along with Subscriber's advisors, has been given access to full and complete information regarding the Company and has utilized that access to Subscriber's satisfaction for purposes of obtaining information concerning the Company, an investment in the Membership Units and the terms and conditions of the Offering, and has either attended or been given reasonable opportunity to attend a meeting with the Company's representatives for the purpose of asking questions of, and receiving answers from the Company's representatives regarding the Company, an investment in the Membership Units and the terms and conditions of the Offering, and for the purpose of obtaining any additional information the Subscriber deems relevant and sufficient to determine that Subscriber wants to enter into this Subscription Agreement and become a member

of the Company. Subscriber acknowledges that the total ownership of the Company after issuance of the Membership Units will depend on the total amount of Membership Units actually sold.

- j) The Subscriber has obtained, in Subscriber's judgment, sufficient information to evaluate the merits and risks of an investment in the Company, understands the business in which the Company is engaged and is able to evaluate the merits and risks of an investment in the Company.
- k) The Subscriber confirms that Subscriber has been advised that Subscriber should rely on Subscriber's own professional accounting, tax, legal, and financial advisors with respect to an investment in the Company and a purchase of the Membership Units, and has obtained, to the extent Subscriber deems necessary, the Subscriber's own personal professional advice with respect to the risks inherent in an investment in the Membership Units and to the suitability of an investment in the Membership Units in light of the Subscriber's financial condition and investment needs.
- l) Subscriber is a resident of the State of Minnesota. The address set forth below is the Subscriber's true and correct residence, and Subscriber has no present intention of becoming a resident of any other state or jurisdiction.
- m) All of the information that the Subscriber has furnished to the Company, or that is set forth herein, or that is contained in any other document that has been provided to the Company in connection with this Subscription, is correct and complete as of the date hereof, and, if there should be any material change in the information prior to the admission of the Subscriber as a Company member, the Subscriber will immediately furnish the revised or corrected information to the Company.

8. *Indemnification*

The Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties contained in this Subscription Agreement, and agrees to indemnify the Company and hold it harmless from and against any and all loss, damage, expense, or liability due to, or arising out of, the Subscriber's breach of any representation or warranty contained in this Subscription Agreement.

9. *No Waiver of Rights under Securities Laws*

Notwithstanding any of the representations, warranties, acknowledgments, or agreements made by Subscriber in this Subscription Agreement, the Subscriber does not in any manner waive any rights granted under federal or state securities laws.

10. Assignment

The Subscriber shall not transfer or assign Subscriber’s rights or interest under this Subscription Agreement, any such transfer or assignment shall be void and of no further force and effect. Subscriber acknowledges that the Membership Units will not be freely transferable and that any transfer of the Membership Units is subject to restrictions contained in federal and state securities laws.

11. Revocation

The Subscriber shall not cancel, terminate or revoke this Subscription Agreement, or any agreement made by the Subscriber under or in connection with this Subscription Agreement. The Subscriber understands and agrees that this Subscription Agreement will survive the Subscriber’s death or disability, except as provided in Section 12 of this Subscription Agreement.

12. Termination of Subscription Agreement

If the conditions specified in Section 4 of this Subscription Agreement are not satisfied, or if the Subscriber’s representations and warranties contained in this Subscription Agreement are not true before the Subscriber’s purchase of the Membership Units, and written notice of that fact has been given to the Company, this Subscription Agreement shall be null and void and of no further force or effect, and neither party shall have any rights against the other party, this Subscription will be cancelled, and the Subscription Price will be returned to the Subscriber, without interest.

13. Notice

All notices or other communications given or made under this Subscription Agreement shall be in writing and delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

If to the Company: Friends of Creation Science Limited Liability Company
45011 – 230th Street
Henning, MN 56551

If to the Subscriber: _____

14. Entire Agreement

This Subscription Agreement and the Disclosure constitutes the entire agreement between the parties with respect to the Subscription, and may be amended only by a writing executed by all of the parties. No representation or warranties have been made to the Subscriber by the Company or any of the Company’s agents, other than as set forth in this Agreement or in the Disclosure.

15. Governing Law

This Subscription Agreement shall be governed by and construed in accordance with Minnesota law without regard to its conflict of laws principles.

{Signature page to follow}

The Subscriber has executed this Subscription Agreement as of _____, 2009.

Number of Membership Units Applied For: _____

Signature

Name typed or printed

Social Security Number

Address typed or printed

City, State, and ZIP Code

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2009, before me, a Notary Public for this County, personally appeared _____, who I know to be the person(s) described in the foregoing instrument, and who acknowledged that she/he/they executed that instrument as his/her/their free act and deed.

Notary Public

This Subscription Agreement is accepted and agreed to by Friends of Creation Science Limited Liability Company, for the purchase of a total of _____ Membership Units of the Company for an aggregate purchase price of \$_____.

FRIENDS OF CREATION SCIENCE
LIMITED LIABILITY COMPANY

By _____
Its _____

Dated: _____, 2009