

SUBSCRIPTION AGREEMENT
Tuff TV MEDIA GROUP, LLC
\$250,000 Of Membership Interest

Tuff TV Media Group, LLC (the **Issuer**), an enterprise established in Georgia, has initiated a private placement to raise capital. Toward fulfillment of that private placement (this **Offering**), the Issuer offers for sale up to \$250,000 worth of membership interest. The Issuer's articles of incorporation (and business documents listed at www.financegeorgia.com) describe the relative attributes of membership interests (collectively, **Shares**).

THE U.S. SECURITIES AND EXCHANGE COMMISSION NEITHER PASSES UPON THE MERITS OF, NOR DOES IT APPROVE, ANY SECURITIES OR ANY OFFERING, NOR DOES IT ASSESS THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR. NO PREFERRED SHARE BENEFITS FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 OR OTHER SECURITIES LAW, IN RELIANCE ON EXEMPTIONS FROM REGISTRATION. HOWEVER, NEITHER THE SEC NOR ANY OTHER AGENCY HAS MADE ANY DETERMINATION THAT THE SHARES IN FACT QUALIFY FOR AN EXEMPTION. ANYONE MAKING A CONTRARY REPRESENTATION WOULD THEREBY COMMIT A CRIMINAL OFFENSE.

YOU MUST BE A RESIDENT OF THE STATE OF GEORGIA TO PARTICIPATE IN THIS SUBSCRIPTION, AND ALL TRANSACTIONS LISTED ON WWW.FINANCEGEORGIA.COM.

	Price To Investors	Commissions/Concessions [‡]	Proceeds To The Issuer
Per Share	\$1,000	\$50	\$950
Total Offering (Minimum)	\$250,000	\$12,500	\$237,500

[‡] Listing Agent compensation drawn against offering proceeds will include a 5% commission.

This Offering will end on May 15, 2014 (or, if earlier, upon the sale of \$250,000 worth of Shares). Participating securities Listing Agents will hold investor funds in an escrow, until the Issuer accepts subscriptions totaling \$100,000. After the Issuer reaches that threshold, though, the Listing Agents will release the escrowed funds (net of commissions) and will forward all investor payments (net of commissions) to the Issuer or the trustee engaged by the Issuer. If, by February 15, 2014, the Issuer fails to place at least \$10,000 of the Shares, the subscription of each investor will lapse. Accordingly, the Issuer conducts this Offering on an all or non-basis.

DATED November 15, 2013

1. You have received this subscription agreement (this **SubDoc**), because Finance Georgia, Inc., engaged by the Issuer to participate in the Offering (the **Listing Agent**) believes that you meet the criteria listed below, and so the Issuer offers you this investment in reliance on its information that:

(a) You are (i) a resident of the state of Georgia who is at least 18 years of age, or (ii) represent a registered investment vehicle headquartered in the state of Georgia. (

(b) You (i) can comfortably bear the risk of buying Shares, (ii) can afford a total loss of any such investment in the Issuer, (iii) acknowledge that each Share constitutes an unregistered security, and (iv) therefore commit not to transfer any Share (or any component thereof) without having satisfied applicable securities law.

(c) You will buy Shares, if at all, for your own benefit and not for transfer, and you will in no event assign any right in any Share in contravention of this SubDoc.

(d) You have such knowledge and experience in financial and business matters to enable you to utilize the information made available to you in connection with this Offering, to evaluate the merits and risks of the prospective investment and to make an informed decision with respect thereto.

(e) You received a personal invitation from the Listing Agent to invest in the Shares, and you have had ample opportunity to make inquiries of that executive about this Offering.

2. The Issuer will determine whether your level of investment-and-financial acumen reaches a sufficiently high level, based in part on your answers to the following questions:

3. *By signing this SubDoc as an accredited **individual or married couple**, you affirm the Issuer's assumptions, and you make the warranties and commitments, described in Clause 1, and you will have also warranted to the Issuer that:*

(i) you yourself, as an individual, had in each of 2012 and 2013 (and you yourself expect in 2014) annual (pre-tax) income in excess of \$200,000,

(ii) you and your spouse together had in each of 2012 and 2013 (and you expect that the two of you will together have in 2013) annual (pre-tax) income in excess of \$300,000,

(iii) you and your spouse have a joint net worth above \$1,000,000, without accounting for the value of — or the mortgage debt encumbering — your residence (unless the mortgage debt exceeds the value of the residence, in which event that deficit shall diminish net worth),

(iv) you alone have a net worth above \$1,000,000, without accounting for the value of — or the mortgage debt encumbering — your residence (unless the mortgage debt exceeds the fair market value of the residence, in which event that deficit shall diminish net worth), or

(v) you (a) satisfy none of the foregoing financial criteria, (b) have completed the appendix hereto, and (c) recognize that the Issuer will, after evaluating your reply to the appendix's questions, determine whether you meet this Offering's eligibility standards.

4. *By signing this SubDoc as a **trust**, you — individually and also as trustee — affirm the Issuer's assumptions, and you make the warranties and commitments, described in Clause 1, and you will have also warranted to the Issuer that:*

(a) you yourself (i) hold all beneficial interests in, and serve as the sole trustee of, the trust, (ii) the income earned, and losses incurred, by the trust are reported on your own IRS Form 1040, and (iii) the trust therefore files no tax return independent of your personal return,

(b) no law, contract or other restriction impairs the trust's ability to hold Shares,

(c) this SubDoc constitutes the trust's binding agreement according to its terms, and

(d) you yourself confirm the Issuer's assumptions — and make the warranties and commitments — described in Clauses 1 and 2 (as those warranties would apply to you individually), and so you have checked the correct box or boxes in Clause 2, in deference to this Subclause 4(d).

5. *By signing this SubDoc as an **individual retirement account (IRA)**, you — individually and also as the Investor's beneficiary — affirm that:*

(a) you yourself (i) self-direct the IRA, and (ii) hold all beneficial interests in the IRA (with the exception of the unvested rights of any designated successor in the event of your death),

(b) no law, contract or other restriction impairs the IRA's ability to hold Shares,

(c) this SubDoc constitutes the IRA's binding agreement according to its terms, and

(d) you yourself confirm the Issuer's assumptions — and make the warranties and commitments — described in Clauses 1 and 2 (as those warranties would apply to you individually), and so you have checked the correct box or boxes in Clause 2, in deference to this Subclause 5(d).

6. *By signing this document as an unaccredited individual investor (you do not meet the financial suitability in section 3) You hereby affirm that:*

(a) your wherewithal would suffice to allow you to weather the financial consequences of a complete loss of your investment.

(b) you will not invest more than \$10,000 in this offering.

(c) you fully understand that all of your investment may be lost, and may be illiquid.

7. By executing this SubDoc, you will have acknowledged that (a) the Issuer will record your Shares on the Issuer's equity ledger in your name, (b) this SubDoc binds you and your successors, and inures to the benefit of only the Issuer and you, (c) the warranties and covenants recited herein survive the acceptance of this SubDoc, (d) if you wish to subscribe as a married couple, this SubDoc creates a joint-and-several obligation of the spouses, (e) this SubDoc comprises the entire contract between you and the Issuer regarding your investment in the Issuer, (f) nothing in this SubDoc shall waive any guaranteed right conferred on any Investor by federal securities law, and (g) if a presiding court rules any provision of this SubDoc unenforceable under applicable law, then the challenged provision:

(i) will lapse to the extent necessary to eliminate the defect, and

(ii) will neither impair nor otherwise affect any other provision hereof.

8. The undersigned affirms this SubDoc, and subscribes to buy the number of Shares pursuant to the dollar amount invested in Tuff TV Media Group, LLC.

EXECUTED by the undersigned this {{Dte_es_:signer:date}}

In the city of {{*city_es_:signer}}, Georgia.

{{SigB_es_:signer:signatureblock}}

{{N_es_:signer:fullname}}

Name of *Investor, IRA Owner, or Trustee*

{{*address_es_:signer}}

Address

{{trust_es_:signer}}

Name Of *IRA Owner*

{{*ssn_es_:signer}}

Individual's SSN

{{ein_es_:signer1}}

IRA EIN (if applicable)