

SARANAC LAKE COMMUNITY STORE, INC.

EXHIBIT A

TO THE OFFERING PROSPECTUS

SUBSCRIPTION DOCUMENTS

SARANAC LAKE COMMUNITY STORE, INC.

COMMON STOCK OFFERING

INSTRUCTIONS FOR COMPLETION OF SUBSCRIPTION DOCUMENTS

INVESTMENT AGREEMENT PURCHASER INFORMATION SCHEDULE,

1. In order that the prospective Shareholder's subscription be accepted by the Company, he/she must complete all portions of the Investment Agreement **and** the Purchaser Information Schedule.

2. Documents to be Submitted to The Saranac Lake Community Store, Inc.

EACH PROSPECTIVE INVESTOR must submit the following:

- (i) A **check** executed in the amount of \$100.00 per each Share to be purchased (the minimum investment is one hundred dollars (\$100) for one Share). The Check is to be made payable to "SLCS - Corp Money Market Acct."
- (ii) **The Investment Agreement** (herein pages "i" to "v") completed and executed;
- (iii) **The Purchaser Information Schedule** (herein pages 1 to 2) completed and executed; and

OPTIONAL: **The Purchaser Representative (Advisor) Information Schedule**
This form need be completed **only** if the investor is relying on advice from a financial advisor or representative. If so, the investor must obtain the Schedule from the Company and request that said Advisor complete the Schedule.

Saranac Lake Community Store, Inc.

Exhibit to the Disclosure Prospectus

INVESTMENT AGREEMENT FOR THE PURCHASE OF SHARES

By executing this Investment Agreement (the "Agreement"), the undersigned agrees to be bound by the terms of this Agreement and agrees to purchase that number of shares of common stock (the "Shares"), as set forth on the signature page hereof, from Saranac Lake Community Store, Inc. (the "Company"). The undersigned makes the following representations and warranties:

1. Agree to be bound by the Investment Agreement and the Company's Bylaws. The undersigned hereby acknowledges that by executing this Agreement, the undersigned shall be bound by each and every provision of this Agreement and the Company's Bylaws.

2. Purchase Offer. The undersigned hereby agrees to purchase the number of Shares as set forth above the undersigned's signature.

3. The Shares.

3.1 The Board of Directors of the Company has authorized the issuance and sale up to of 6,000 Shares of Common Stock at the price of \$100.00 per share. The minimum investment is one Share for one hundred dollars (\$100.00).

3.2 Subject to the terms and conditions hereof and on the basis of the representations and warranties hereinafter set forth, the Company agrees to sell to the undersigned and the undersigned agrees to purchase the number of Shares subscribed to at a price of \$100.00 per Share. Each purchaser shall be limited to a maximum purchase of 100 shares. Receipt by the Company of this Agreement duly executed, and such other documents that the Company may reasonably request, together with a check will constitute the undersigned's binding offer to purchase the Shares. The Company, in its discretion, may reject a subscription for any reason. The Offering shall continue until the earlier of the sale of all of the Shares, until six months from the date of the Offering Memorandum unless extended by the Company for an additional six months, or until such earlier date as the Company may choose to terminate the Offering.

4. Representations.

4.1 The Company represents and warrants that

(a) It is a corporation, duly organized, validly existing, and in good standing under the laws of the State of New York, and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted; to enter into and carry out the terms of this investment Agreement; to issue and to sell the Shares.

(b) The Company has furnished to each prospective Shareholder a copy of the disclosure prospectus.

(c) The Company has complied with, and is not in violation, nor has it received notice of violation of, any applicable federal, state, or local statute, law, or regulation affecting the operation of its business.

(f) To the best of Company's knowledge and belief, there is no pending lawsuit, action, arbitration, or legal, administrative, or other proceeding, governmental investigation, or contract renegotiation, nor, to the best of the Company's knowledge and belief, is there any threat thereof or any basis for action for, against or affecting the Company or any of its assets, or financial condition; nor any action which questions the validity of this Agreement, nor any action to be taken under or in contemplation of this Agreement.

(g) The Company is not in violation, breach, or default of any term or provision of its articles of incorporation or bylaws, nor in any material respect of any term or provision of any statute, rule, governmental regulation, lease, license, Share, contract, commitment, indenture, mortgage, deed of trust, or other agreement, instrument, or arrangement applicable to or binding on the Company and the execution, delivery, and performance of this Agreement, and the Share will not, with notice or lapse of time or both: (1) result in any violation of, or be in conflict with or constitute a breach of or default under, any such term or provision; or (2) result in or constitute an event that would permit any party to terminate any agreement or to accelerate the maturity, require payment or allow removal of any guaranty of any indebtedness or any obligation of the Company. To the knowledge of the Company there is no such term or provision that materially adversely affects the business, operations, or condition of the Company or any of its assets.

(h) Any information furnished by the Company concerning the offer of sale of the Shares, taken together in the aggregate does not contain any untrue or misleading statement of material fact or omit a material fact necessary to make the statements contained therein or herein not misleading.

4.2 The **undersigned** represents and warrants that:

(a) The Shares are being purchased for the undersigned's own account for the purpose of investment and not with a view to re-sell, nor for purpose of a re-sale thereof in connection with any distribution of the Shares;

(b) He/she assumes all of the risks of an investment in the Company; that he/she is able to bear the economic risk of holding the Shares for an indefinite period of time; that he/she has adequate means to provide for his/her current financial needs and contingencies; that he/she has no need for liquidity in this investment; and that he/she could bear a total loss of his/her investment in the Company;

(c) He/she is a bona fide resident of the State of New York, that the address set forth below is the undersigned's true and correct address and that the undersigned has no present intention of becoming a resident of any other state or jurisdiction;

(d) He/she, in evaluating a purchase of Shares, has had the opportunity to review the disclosure prospectus and has had the opportunity to obtain the advice of his/her own tax advisor, investment advisor and legal counsel;

(e) Prior to his/her subscription for Shares, the Company afforded the undersigned and his/her advisors full and complete access to all information with respect to the Company that the undersigned, and his/her advisors, deemed necessary to evaluate the merits and risks of a purchase of Shares, to the extent that information was possessed or could be acquired by the Company without unreasonable effort of expense;

(f) The undersigned's overall commitment to illiquid investments is not disproportionate to the undersigned's net worth and the undersigned's investment in the Shares will not cause such overall commitment to become excessive,

(g) The undersigned's financial condition is such that the undersigned has no present or contemplated future need to dispose of any portion of the Shares to satisfy any undertaking, financial need or indebtedness, and the undersigned's financial condition could bear the entire loss of the undersigned's investment in the Shares.

(h) The Undersigned understands and is aware that the Company reserves the right to reject this Investment Agreement for any reason within 15 days of receipt and that, if so rejected, the Company will thereupon return to the undersigned the subscription monies without interest thereon;

(i) The undersigned is aware that there is no public market for Shares, that the transfer of a Share is subject to certain restrictions including the Company's right to approve or reject any prospective purchaser of Shares and, as a consequence, that it may not be possible for the undersigned to liquidate Shares, which may have to be held for the long-term.

(j) The undersigned has received and read this Subscription Agreement and the Disclosure prospectus as well as any supplement thereto, and is aware that all questions pertaining to a purchase of the Shares may be submitted by him/her to the directors at the address of the principal office of the Company;

(k) If the undersigned is acting in a fiduciary capacity for an investor, the above representations and warranties shall be deemed to have been made on behalf of the person(s) for whom the undersigned is so purchasing; and

(l) The undersigned understands that the Company will rely upon the representations and warranties set forth in this Investment Agreement and the Purchaser Information Schedule in determining whether to accept the undersigned as a Shareholder.

5. Covenants of the Company.

(a) The Company shall preserve and keep in force and effect all licenses and permits necessary to the proper conduct of Company business.

(b) The Company will keep proper books of record and account in which full and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the Company.

6. Purchaser Representative. If the undersigned has designated a purchaser representative upon whose expertise and advice the undersigned is relying in analyzing and assessing the risks of an investment in a Share, the representative's name, address and telephone number are as set forth in the Purchaser Information Schedule which can be obtained from the Company.

7. Miscellaneous.

(a) Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding on, the successors, assigns, heirs, executors, and administrators of the parties to this Agreement.

(b) This Agreement and the other documents delivered under it constitute the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and those documents, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties.

(c) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(d) The various headings of this Agreement are for convenience of reference only, shall not affect the meaning or interpretation of this Agreement, and shall not be considered in construing this Agreement.

(e) Each party to this Agreement represents that he/she/it has not agreed to pay commissions to a securities broker, finder, investment banker, or financial advisor in connection with this purchase of Shares per this Agreement. Each party agrees to indemnify and hold harmless the other party and the other Purchasers against any loss, liability, damage, cost, claim, or expense incurred by reason of any commission due to a broker, investment bank, investment advisor, or finder - payable or alleged to be payable due to any act, omission, or statement, or any alleged act, omission, or statement of the Company or the undersigned.

(f) The undersigned acknowledges that the information received under this Agreement is confidential and for his/her use only, and understands that such information will not be used in violation of the Securities Exchange Act of 1934 nor reproduced, disclosed, or disseminated to any other person (other than to attorneys or agents having a need to know the information) except in connection with the exercise of rights under this Agreement, unless the Company has made such information available to the general public or disclosure of such information is required by a governmental body.

8. The undersigned agrees to immediately notify the Company if any of the undersigned's STATEMENTS, REPRESENTATIONS OR WARRANTIES made herein BECOME UNTRUE.

9. **ARBITRATION.** The undersigned agrees that any dispute, claim or controversy arising out of the Investment Agreement, a Share or the purchase of Shares shall be settled by binding arbitration in Franklin County New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be final and binding upon the parties. A judgment upon an arbitration award may be entered in any court of competent jurisdiction. The prevailing party shall recover its costs, including attorneys fees, of the arbitration. **THE RIGHT TO JURY TRIAL IS WAIVED HEREBY.**

10. Signature of Subscriber. The undersigned, by executing this Investment Agreement, offers to become a Shareholder on the terms provided herein, grants a power of attorney to the Company as provided herein, agrees to purchase the number of Shares listed below, makes the representations and warranties set forth herein, and says that the statements and matters set forth in this Investment Agreement are true and correct.

Number of Shares to be purchased: _____

Total Dollar amount of Purchase: \$ _____

LEGAL FORM OF OWNERSHIP - **INITIAL** one of the following:

____ Individual Ownership	____ Separate Property	_____ Trust
____ Husband and Wife	____ Joint Tenancy w/right of Survivorship _____	_____ Tenancy in Common Corporation
____ LLC	____ Partnership	_____ Other _____

In the case of ownership by **an Entity**, only the signature of the authorized officer is required.
In the case of ownership by **Husband & Wife, joint tenancy or tenancy-in-common**, ALL signatures are required. (Use extra sheets if necessary)

Date: _____, 200__ Date: _____, 200__

X _____	X _____
Signature	Signature

_____	_____
(Print Name)	(Print Name)

_____	_____
(Print title)	(Print title)

Saranac Lake Community Store, Inc.

Exhibit to Disclosure Prospectus

CONFIDENTIAL

PURCHASER INFORMATION SCHEDULE

TO BE COMPLETED BY EACH PURCHASER OF SHARES. The purpose of this Schedule is to obtain information from each Purchaser relating to his/her knowledge, sophistication and experience in financial and business matters and to his/her ability to bear the economic risks of a purchase of Shares.

Answers will be kept, at all times, strictly confidential. However, the undersigned agrees that the Company may present this Schedule to such parties as appropriate to insure that the purchase of the Shares shall not result in any violation of any laws, rules, or regulations of any jurisdiction.

Please complete this Schedule as fully and accurately as possible, attaching additional sheets if necessary. If you have any questions regarding this Schedule, please contact Management of the Company. After completing this Schedule, please return the manually executed copy along with the completed Investment Agreement to the Company.

1. Name, Residence Address and Telephone Number of the Purchaser:

Name: _____

Address & Tel No. _____

The undersigned has lived at the above residence address for the previous _____ years. The undersigned represents that he/she has maintained his/her permanent residence in the State of New York for the previous _____ years.

- (a) Age: _____
- (b) Marital Status: _____
- (c) Number of Dependents: _____
- (d) Tax Identification No. or Social Security Number _____

2. If this application is being completed for the benefit of a qualified Keogh, pension, profit-sharing plan, or other tax-exempt entity, please complete the information below for the beneficiary(ies) of the plan, otherwise complete the information for yourself.

(a) Employer: _____

(b) Position/Occupation: _____

(c) Business Address: _____

3. Investment experience. If you have previously invested in any of the following investments please summarize the frequency and dollar amounts previously and currently invested:

Stocks (Listed, Unlisted or Restricted) _____

Real Estate _____

Limited Partnerships _____

Other Significant Investments _____

4. Please describe your educational background (schools, degrees)

5. If a purchaser representative is aiding you in evaluating the merits and risks of the proposed purchase of Shares, please have your purchaser representative complete the Purchaser Representative Information Schedule which may be obtained from the Company:

Purchaser Representative Name: _____ Tel. () _____

6. The undersigned represents and warrants that he/she has the capacity to protect his/her interest in connection with the purchase of Shares, and is able to bear the economic risks of a purchase of Shares including the loss of his/her entire investment.

7. If the undersigned has a pre-existing business or personal relationship with any officer or director of the Company, please name the officer and/or director and describe the relationship:

The undersigned represents that the foregoing information in this Purchaser Information Schedule is true and correct, and understands that the foregoing information will be relied upon by the Company in connection with any offer or sale of Shares to the undersigned.

Date: _____, 20__

Date: _____, 20__

Signature

Signature

Please print name

Please print name

Title, if applicable

Title, if applicable

Saranac Lake Community Store, Inc.

Exhibit to the Disclosure Prospectus

PURCHASER REPRESENTATIVE (advisor) INFORMATION SCHEDULE

To be completed by the *Investment Advisor* [IF ANY] who is representing the Investor.

THIS SCHEDULE IS NOT TO BE COMPLETED BY THE INVESTOR.

Name of Purchaser-Investor (Subscriber for Shares):

_____ (the "Purchaser")

Name, Business Address, and Telephone Number of Purchaser Representative (the advisor to the Purchaser):

The purpose of this Schedule is to obtain information from each Purchaser Representative relating to his or her knowledge and experience in financial and business matters and to his or her ability to analyze and assess the risk of a prospective purchase of a Share ("Share") from Saranac Lake Community Store, Inc. (the "Company"). Such information is required in order to determine whether or not the Purchaser will obtain from the undersigned a meaningful evaluation of the merits and risks of a prospective purchase of the Shares.

Your answers will be kept, at all times, strictly confidential. However, you agree that the Company may present this Schedule to such parties as it may deem appropriate to insure that the purchase of Shares shall not result in any violation any laws, rules or regulations of any jurisdiction. Please complete this Schedule as fully and accurately as possible, attaching additional sheets if necessary. If you have any questions in answering this Schedule, please contact the Company at the above-mentioned address or telephone number. After you complete this Schedule, please return a manually signed copy to the Company.

Please print or type.

1. Age: _____
2. Present occupation or position, indicating period of such practice or employment and field of professional specialization, if any:

3. Describe briefly all positions held during the past 10 years related to business and financial matters:

4. List any business and/or professional education, indicating degrees received, if any:

5. List any professional licenses or registrations (including bar admissions, accounting certifications, real estate brokerage licenses, SEC or state broker/dealer or investment advisor certification) that you hold:

6. Have you had prior experience in advising clients with respect to investment in stock of this type?

Yes _____ No _____ Explain: _____

7. Describe generally any professional, business, financial or experience which would help you to evaluate the merits and risks of the Shares:

8. State how long you have known the Purchaser and in what capacity:

9. For purposes of this Schedule, the term "affiliate" of any person means any person controlling, controlled by or under common control with the former person. Except as set forth in subparagraph (a) below, neither you nor any of your affiliates has any material relationship with the Company or any of its affiliates, no such material relationship has existed at any time during the previous two years, and no such material relationship is mutually understood to be contemplated:

(a) _____

(b) If a material relationship is disclosed in subparagraph (a) above, indicate the amount of compensation received or to be received as a result of such relationship:

10. Please state whether you are an affiliate of, related to, or employed by the Company or any of his affiliates:

11. In advising the Purchaser in connection with the Purchaser's prospective purchase of Shares, you will be relying in part on the Purchaser's own expertise in certain areas.

Yes _____ Explain: _____

12. In advising the Purchaser in connection with the Purchaser's prospective purchase of the Shares, WILL you be relying in part on the expertise of an additional purchaser representative or representatives. Yes _____ If "Yes," explain and give the name, address, and telephone number of such additional representative or representatives:

13. Please indicate the amount and type of compensation, if any, that you are receiving for acting as a Purchaser Representative.

You represent and warrant that the above information is accurate and true and understand that the Company will rely thereon in determining, among other things, whether there are reasonable grounds to believe that you qualify as a purchaser representative for the purposes of the proposed Share purchase to which this Schedule relates.

Date: _____, 20____

Signature of INVESTMENT ADVISOR

Date: _____, 20____

Signature of INVESTMENT ADVISOR