

OFFERING MEMORANDUM

1st & 10 Investment Corp.
A Delaware Corporation
is offering
2,000,000 common shares at an offering price of \$.50 per share

THESE ARE SPECULATIVE SECURITIES THAT INVOLVE A HIGH DEGREE OF RISK. ONLY THOSE INVESTORS WHO CAN BEAR THE LOSS OF THEIR ENTIRE INVESTMENT SHOULD INVEST IN THESE SHARES.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION IN RELIANCE UPON THE EXEMPTIONS FROM REGISTRATION PROVIDED BY SECTIONS 3(b) AND 4 (2) OF THE SECURITIES ACT OF 1933 AND REGULATION D RULE 504 PROMULGATED THEREUNDER, AND THE COMPARABLE EXEMPTIONS FROM REGISTRATION PROVIDED BY OTHER APPLICABLE SECURITIES LAWS.

	Offering Price per share to Investors	Selling Commission (1)	Proceeds to Company (2) (3)
Per Share	\$.50	\$0.05	\$0.45
Shares	2,000,000.00	\$100,000	\$900,000

1st & 10 Investment Corp.
7918 Indigo Ridge Terrace
University Park, Florida 34201
Tel: 941-284-4117

The date of this Memorandum is August 2007

(1) The above table assumes that commissions of up to 10 percent will be paid with respect to all of the shares being offered. There can be no assurance that any of the securities will be sold.

(2) The proceeds to the company set forth in the table on the cover page have been computed before deduction of expenses of \$25,000 that will be incurred in connection with this offering, including printing, legal, accounting, filing and other fees. The net proceeds to the Company, after deducting all expenses in connection with this offering is estimated to be \$875,000 if all 2,000,000 shares are sold.

(3) To the extent that sales are not made through broker-dealers, the net proceeds will be increased by the amount of commissions not paid, and such additional proceeds, if any, would be added to working capital. See "Use of Proceeds."

The company is offering up to 2,000,000 shares on a "best efforts no minimum" basis. All proceeds from the sale of shares will go directly into the company's corporate account for use by the company in its discretion. The Offering Period shall terminate on August 31, 2008 unless sooner terminated by the Company or unless the Company in its discretion extends the offering from time to time thereafter. The extended offering period shall terminate on January 31, 2009 unless sooner terminated by the Company in its discretion. There can be no assurance that any or all of the shares being offered will be sold.

THE SHARES ARE OFFERED BY THE COMPANY SUBJECT TO PRIOR SALE, ACCEPTANCE OF THE SUBSCRIPTIONS BY THE COMPANY, AND APPROVAL OF CERTAIN LEGAL MATTERS BY COUNSEL TO THE COMPANY.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES AGENCY, NOR HAS ANY SUCH REGULATORY BODY REVIEWED THIS OFFERING MEMORANDUM FOR ACCURACY OR COMPLETENESS.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF ANY OFFER TO BUY ANY SECURITIES TO ANY PERSON IN ANY JURISDICTION WHERE SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL. THE DELIVERY OF THIS MEMORANDUM AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF TIME SUBSEQUENT TO ITS DATE. THE COMPANY HAS THE RIGHT, IN ITS SOLE DISCRETION, TO ACCEPT OR REJECT SUBSCRIPTIONS IN WHOLE OR IN PART, FOR ANY REASONS OR, FOR NO REASON.

Summary

The following summary is qualified in its entirety by detailed information appearing elsewhere in this Memorandum. Each prospective investor is urged to read this Memorandum, and the Attachments, in their entirety.

Forward-Looking Statements

This Offering Memorandum contains forward-looking statements. Such statements include, among other things, the Company's business plans in development, marketing and distribution, the amount of financing required to fund such operations and the terms and availability of financing therefore, and other statements contained herein regarding matters that are not historical facts. Forward-looking statements involve the expectations and estimates of the Company's management and are subject to a variety of uncertainties. Actual events or results could differ materially from those projected in the forward-looking statements due to a variety of facts, including, without limitation, factors discussed under "Risk Factors" within this Offering Memorandum or in connection with the forward-looking statements themselves. This discussion in the offering memorandum speaks as of its date and the Company assumes no obligation to file any report or provide updates with respect to any changes.

The Company

1st & 10 Investment Corp. ("The Company") was incorporated in the State of Florida on April 19, 2004. Thereafter, it merged with 1st & 10 Holding Corp, a public company, which was incorporated in the state of Delaware. The company, being the survivor, and the Articles of Incorporation of 1st & 10 Holding Corp becoming the Articles of Incorporation of the merged corporations, thus the number of shares the merged entity is authorized to issue is 50,000,000 shares of common stock, each with a par value of \$.001.

1st & 10 Investment Corp is a real estate investment company focused in the South Florida region of Sarasota and the Gulf Coast. We specialize in below market real estate purchasing, renting and selling of residential properties, with the intention of developing multiple self-storage warehousing and 200-300 unit apartment communities. The company will also purchase undervalued properties within their target areas and refurbish them to be sold at fair market value, with a goal of generating a 30% to 60% profit.

The Company's primary focus has been and will be on pre-construction condominiums and single-family housing. With the change in the real estate climate, a new and effective strategy shall include purchasing drastically reduced single and multi-family dwellings with a hold time of 3-4 years, during which period we will collect rent to off-set costs, and selling when the market warrants.

Types of properties that will be specifically targeted for purchase will include

- Multi-family dwellings
- Land for development of storage warehousing and apartments

It is 1st & 10 Investment Corporation's intention to be a full-service company providing the following services:

- Purchasing
- Renovation
- Rentals
- Sales

- Lease to own (lease with option to buy)
- Property management and maintenance

Rehabbed residential properties will range in price from \$200,000-\$400,000. Apartment units will be developed that in management's opinion can generate \$700-\$1,500 per month in rent per unit. Clusters of condos in good shape are available throughout Sarasota at below market prices in upscale and convenient locations. With so many people desperate to sell their properties before their adjustable rate mortgages expire, and in some cases willing to take a loss, this market is prime for purchasing. Self-storage warehousing is very much in demand with thousands of people moving to South Florida every month. These are targeted for development, renting units from \$90-180 per unit, with an average density of 400 to 500 units built in two phases per project. 1st & 10 Investment Corp. believes it can amass a great profit for its participants.

1st & 10 Investment Corp. believes that it is the right of everyone to have access to quality, below market housing and to profit from the sale of these properties. In management's opinion, South Florida has been, and always will be, a desirable area for vacationers, year-round residents, who want the relaxed lifestyle, and the baby boomers looking to enhance their nest eggs. 1st & 10 Investment Corp. will identify, buy, and/or refurbish undervalued properties in already established and stable communities in the Sarasota-Bradenton area in order to lease until the prime selling market develops, then sell at a profit. 1st & 10 Investment Corp. is committed to providing outstanding service to the property owners in all property management phases and the buying and selling of those properties.

RISK FACTORS

No Dividends

The Company has not paid any dividends to date. For the foreseeable future it is anticipated that if any earnings are generated from operations of Emergent, of which there can be no assurance, it will be used to finance the company's growth. Therefore, it is not anticipated that any dividends will be paid to the shareholders.

Limited Proceeds and Offering

This offering is being conducted on a "best efforts only" basis and all of the proceeds realized by the Company will be used by Company when accepted by the Company, and none of the funds will be returned to subscribers. The proceeds from this offering may not, therefore, be sufficient to meet the proposed objectives of the Company set forth herein.

Additional Financing Required

Even if all of the 2,000,000 shares offered hereby are sold, the funds available to the Company may not be adequate for it to complete its business plan. There is no assurance that additional

funds will be available from other sources when needed by the Company for expansion; and, if not available, the Company may not be able to expand its operation as rapidly as it could if such financing were available.

Reliance on Management

The Company's success is dependent upon its officers and directors and the hiring of key administrative personnel. No officer or director has any employment agreement. The CEO and COO are committed to the growth and development of this company, and intend to continue to work for the Company and oversee its operations. See management.

Management

Joseph Kandel is the Chief Executive Officer, Chief Financial Officer, and Chairman of the Board of Directors and is a licensed, certified real estate agent. Mr. Kandel has experience in real estate investing, including on-site sales of single family homes and condos, and fixer-uppers, all ranging in price from \$200,000-300,000 to multi-millions of dollars.

Barbara S. Shapiro is the President and Chief Operating Officer, and has many years of in-depth experience in real-estate investing, home-designing and decorating, for both builders and home-owners.

The Company anticipates hiring a property manager and an administrative assistant, when there are sufficient revenues to support same. In addition, management will hire a leasing agent on a commission basis.

Numerous candidates are available on a performance basis for other positions needed to further the company's goals. All will be carefully screened and no compensation is provided other than on a performance basis.

Offering Price

The public offering price of \$.50 has been arbitrarily set and bears no relationship whatsoever to assets, book value or any other objective standard or value.

THE SHARES OFFERED BY THE COMPANY SUBJECT TO PRIOR SALE, ACCEPTANCE OF THE SUBSCRIPTIONS BY THE COMPANY, AND APPROVAL OF CERTAIN LEGAL MATTERS BY COUNSEL TO THE COMPANY.

Use of Proceeds

Following the sale of the 2,000,000 shares offered by The Company there will be gross proceeds of \$900,000. This is a "best efforts only" offering, and therefore no amount of proceeds is assured. If all of the offering is sold, the proceeds to be received by the Company, including the expenses of the offering and assuming that commissions are paid with respect to

all Shares sold, Management anticipates expending these funds for the purposes indicated below.

These figures are supplied for illustrative purposes only to the extent that expenditures are less than expected, the resulting balance will be retained and used for general working capital purposes or allocated according to the discretion of the board of directors.

Facility Rental	\$20,000
Employees' salary	\$35,000
Purchase of existing below market property	\$700,000
Working Capital (including legal and accounting fees)	\$120,000
Total	\$875,000

Net proceeds will be increased by income (if any) received from leases. Management anticipates expending these funds for the purposes indicated above. To the extent that expenditures are less than projected, the resulting balances will be retained and used for general working capital purposes or allocated according to the discretion of the Board of Directors.

Public Market for Company's Securities

At the present time there is no market for the Company's securities and there can be no assurance that such market will develop or should it develop that such market will continue.

How to Subscribe for Shares

A purchaser of shares must complete, date, execute, and deliver to the Company the following documents, as applicable.

An original signed copy of the appropriate Subscription Agreement.

A check payable to "1st & 10 Investment Corp." in the amount of \$.50 per share for each share purchased, as called for in the Subscription Agreement, should be mailed to 1st and 10 Investment Corp. at:

1st & 10 Investment Corp.
7918 Indigo Ridge Terrace
University Park, Florida 34201
Tel: 941-284-4117

Alternatively, if a purchaser wishes to pay by wire transfer, wire transfer instructions are as follows:

Bank of America
6311 Atrium Drive, Suite 101
Lakewood Ranch, Florida 34202

Routing # 063100277
Account # 003679101023

MANAGEMENT

The names and respective positions of the current directors and officers of The Company are as follows:

<u>Name</u>	<u>Position</u>
Joseph Kandel	CEO, Chief Fiscal Officer and Chairman of the Board of Directors
Barbara S. Shapiro	President and Chief Operating Officer

PRINCIPAL SHAREHOLDERS

The following table sets forth, as of the date of this offering, outstanding shares of common shares of the company owned of record or beneficially by each person who owned of record, or was known by the company to own beneficially, more than 5% and the name and shareholdings of each officer and director and all officers and directors as a group.

Shareholders	Number of Shares of Common Stock Owned	Percentage of Shares of Outstanding Common Stock (1)
Joseph Kandel	2,407,392	21.00%
Barbara S Shapiro	2,407,392	21.00%
Derek Nguyen	2,407,391	21.00%
CDM Capital	800,000	6.98%
E-Cap Ventures Corp.	1,332,000	11.6%
Officers and Directors as a group	4,814,784	42%

1) Based upon the 11,461,250 shares issued and outstanding as of 7/15/07

Description of Common & Preferred Shares

The company is authorized to issue 50,000,000 shares of common stock. Each outstanding share of common stock is entitled to one vote, either in person or by proxy, on all matters that may be voted upon by the owners thereof at meetings of the shareholders. The holders of Common shares (i) have equal ratable rights to dividends from funds legally available thereof, when, and if declared by the Board of Directors of the company; and (ii) are entitled to share ratably in all the assets of the Company available for distribution to holders of Common shares upon liquidation, dissolution or winding up of the affairs of the Company. The holders of Common shares do not have preemptive, subscription or conversion rights, redemption or sinking fund provisions applicable thereto, and are entitled to one non-cumulative vote per share on all matters on which shareholders may vote at all meetings of shareholders.

Litigation

The Company is not a party to any material pending legal proceedings and, to the best of its knowledge, no such action by or against the company has been threatened.

Experts

The audited financial statements included in this offering, to the extent and for the periods indicated in its report, have been prepared by Gary D. Trapp, P.A., 2723 Manatee Avenue West, Bradenton, Florida 74205.

Legal Matters

Richard S. Lane, 200 East 71st Street, Suite 7c, New York, New York 10021, as General Counsel to the company represented the Company in this offering.

Stock Transfer Agent

The Registrar and Transfer Agent is OLDE MONMOUTH STOCK TRANSFER CO., INC
200 Memorial Parkway
Atlantic Highlands, NJ 07716
(732) 872-2727 Fax: (732) 872-2728

**SUBSCRIPTION AGREEMENT
1st & 10 Investment Corp.**

The undersigned hereby subscribes for and agrees to purchase _____ shares of the stock (the "Shares") of 1st & 10 Investment Corp. for \$.50 (U.S. funds) per share for an aggregate consideration of \$_____.

The undersigned (hereinafter referred to as the "undersigned" or "Subscriber") agrees to pay \$_____ for the shares being purchased hereunder upon the execution of this Subscription Agreement, by check or by wire transfer, made payable to 1st & 10 Investment Corp., which shall have the right to reject this subscription in whole or in part.

The subscriber acknowledges that the shares being purchased hereunder will not be registered under the Securities Act of 1933, as amended (the "1933 Act") and have been issued pursuant to an exemption from registration provided by Sections 3(b) and/or 4(2) of the Securities Act of 1933.

1. The undersigned represents, warrants, and agrees as follows:
 - (a) This subscription Agreement is and shall be irrevocable.
 - (b) The undersigned has carefully read this Subscription Agreement, and the accompanying Offering Memorandum (the "Disclosure Material"), which the undersigned acknowledges has been provided. The undersigned has been given the opportunity to ask questions of and receive answers from, 1st & 10, concerning the terms and conditions of this Offering and to obtain such additional written information, to the extent 1st & 10, possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of same, as the undersigned desires in order to evaluate the investment. The undersigned further acknowledges that no representations or warranties were received from 1st & 10, or its employees or agents other than as set forth in the Disclosure Material.
 - (c) The undersigned is aware that the purchase of the shares is a speculative investment involving a high degree of risk and that there is no guarantee of any gain from this investment, and that the entire investment could be lost. The undersigned acknowledges and understands the sections in the Disclosure Materials entitled "Risk Factors".
 - (d) The undersigned understands that no federal or state agency has made any finding or determination regarding the fairness of this Offering of the Shares for investment, or any recommendation or endorsement of this offering.
 - (e) The undersigned is purchasing the Shares for its own account, with the intention of holding 1st & 10 shares until maturity with no present intention of dividing or allowing others to participate in this investment or of reselling or otherwise participating directly or indirectly in a distribution of the shares and shall not make any sale, a transfer, or pledge thereof without registration under the 1933 Act unless in the opinion of 1st & 10's counsel such registration is not required.

- (f) The undersigned, if an individual, has adequate means of providing for his/her current needs and personal and family contingencies and has no need for liquidity in this investment in the shares. The undersigned has no reason to anticipate any material change in his/her personal financial condition for the foreseeable future.
- (g) The undersigned is financially able to bear the economic risks of this investment, including the ability to hold 1st & 10's shares indefinitely or to afford a complete loss of this investment.
- (h) The undersigned acknowledges an overall commitment to investments which are not readily marketable, is not disproportionate to his net worth, and the investments in the shares will not cause such overall commitment to become excessive. The undersigned understands that the statutory basis on which the shares are being sold to him and to others would not be available if the undersigned's present intention were to 1st & 10 Investment Corp. shares for a fixed period or until the occurrence of a certain event. The undersigned realizes that in the view of the Securities and Exchange Commission, a purchase now with a present intent to resell by reason of a foreseeable specific contingency or any anticipated change in the market value, or in the condition of 1st & 10 Investment Corp. , or that of the industry in which the business of 1st & 10 Investment Corp is engaged or in connection with a contemplated liquidation, or settlement of any loan obtained by the undersigned for the acquisition of the shares, and for which such shares of The Company may be pledged as Security or as donations to religious or charitable institutions for the purpose of securing a deduction on an income tax return, would, in fact, represent a purchase with an intent inconsistent with the undersigned's representations to 1st & 10 Investment Corp and the Securities and Exchange Commission would regard such sale as one for which no exemption from registration is available. The Undersigned will not pledge, transfer or assign this Subscription Agreement.
- (i) The funds provided for this investment are either separate property of the undersigned, community property over which the undersigned has the right of control, or are otherwise funds as to which the undersigned has the sole right of management.
- (j) **FOR PARTNERSHIPS, CORPORATIONS, TRUSTS, OR OTHER ENTITIES ONLY.** If the undersigned is a partnership corporation, trust or other entity, (i) the undersigned has enclosed with this Subscription Agreement appropriate evidence of the authority of the individual executing this Subscription Agreement to act on its behalf (e.g. if a trust, certified copy of the trust agreement; if a corporation, a certified corporate resolution authorizing the signature and a certified copy of the articles of incorporation, or if a partnership,

a certified copy of the partnership agreement), (ii) the undersigned represents and warrants that it was not organized or reorganized for the specific purpose of acquiring shares, and (iii) the undersigned has the full power and authority to execute this Subscription Agreement on behalf of such entity and to make the representations and warranties made herein on its behalf, and (iv) this investment in The Company has been affirmatively authorized, if required, by the governing board of such entity and is not prohibited by the government documents of the entity.

- (k) The address shown under the undersigned's signature at the end of this Subscription Agreement is the undersigned's principal residence if an individual, or its principal business address if a corporation or other entity.
 - (l) The undersigned has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the shares.
2. The undersigned expressly acknowledges and agrees that 1st & 10 Investment Corp. is relying upon the undersigned's representation contained in this Subscription Agreement.
 3. The undersigned acknowledges that he understands the meaning and legal consequences of the representations and warranties which are contained herein and hereby agrees to indemnify, save and hold 1st & 10 Investment Corp its officers, directors and counsel harmless from and against any and all claims or actions arising out of a breach of any representation, warranty or acknowledgment of the undersigned contained in this Subscription Agreement. Such indemnification shall be deemed to include not only the specific liabilities or obligations with respect to which such indemnity is provided, but also all reasonable costs expenses, counsel fees and expenses of settlement relating thereto, whether or not any such liability or obligation shall have been reduced to judgment.
 4. 1st & 10 Investment Corp. represents that it is duly incorporated and is validly existing and in good standing as a corporation under the laws of the State of Florida and has all requisite power and authority, and all necessary authorizations, as of the date hereof to conduct its business as described in the Disclosure Materials and to enter into this Subscription Agreement and to be bound by the provisions and conditions hereof.
 5. Except as otherwise specifically provided for hereunder, no party shall be deemed to have waived any of its rights hereunder or under any other agreement, instrument or papers signed by any of them with respect to the subject matter hereof unless such waiver is in writing signed by the party waiving said right. A waiver on any one occasion with respect to the subject matter hereof shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies with respect to the subject matter hereof, whether evidenced hereby or by any other

agreement, instrument, or paper, will be cumulative and may be exercised separately or concurrently.

- 6. The parties have not made any representations or warranties with respect to the subject matter hereof not set forth in this Subscription Agreement, which together with any instruments executed simultaneously herewith, constitutes the entire agreement between them with respect to the subject matter hereof. All understandings and agreements heretofore had between the parties with respect to the subject matter hereof are merged in this Subscription Agreement, which alone fully and completely expresses their agreement.
- 7. The Subscription Agreement may not be changed, modified, extended, terminated or discharged orally, but only by an agreement in writing, which is signed by all of the parties to this Subscription Agreement.
- 8. The parties agree to execute any and all such other and further instruments and documents and to take any and all such further actions reasonably required to effectuate this Subscription Agreement and the intent and purposes hereof.
- 9. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the undersigned hereby consents to the jurisdiction of the courts of the State of Florida and/or the United States District Court for Sarasota located in the State of Florida.

EXECUTED BY SUBSCRIBER WHO IS A NATURAL PERSON

Exact Name in Which Title is to be Held

(Signature)

Name (Please Print)

Resident: Number and Street

City

State

Zip Code

Social Security Number:

Accepted this _____ day of _____, 2007 on behalf of 1st & 10 Investment Corp.

BY: _____
STATE OF)
)ss
COUNTY)

On the day written below, before me personally appeared _____
residing at _____, to me known and known to
me to be the individual described in and who executed the foregoing instrument, and he/she
duly acknowledged to me that he/she executed the same.

SUBSCRIBED and SWORN to before me this _____ day of _____, 2007

NOTARY PUBLIC

**EXECUTION BY SUBSCRIBER WHICH IS A CORPORATION, PARTNERSHIP,
TRUST, ETC.**

Exact Name in Which Title is to be Held

(Signature)

Name (Please Print)

Title of Person Executing Agreement
Address:
City State Zip Code

Tax Identification Number:

Accepted this _____ day of _____, 2007 on behalf of 1st & 10
Investment Corp.

BY: _____
STATE OF)
)ss
COUNTY)

On the day written below, before me personally appeared _____
residing at _____, to me known who, being by
me duly sworn, did depose and say that he/she is the _____
of _____, the corporation described therein and which executed the
foregoing instrument that he/she knows the seal of said corporation, that the seal affixed to said
instrument is such corporate seal; that it was affixed by order of the Board of Directors of said
corporation, and that he/she signed his/her name thereto by like order.

SUBSCRIBED and SWORN to before me this _____ day of _____, 2007

NOTARY PUBLIC