

AP Equity Properties, Ltd.

**Subscription Agreement And
Power Of Attorney**

By signing the Execution Page below, each subscriber (Subscriber) shall be deemed to have executed the Subscription Agreement, Power of Attorney and Limited Partnership Agreement dated the ____ day of _____, 2006, as from time to time amended (the Agreement) for AP Equity Properties, Ltd. a Texas limited partnership, (the Partnership) and irrevocably subscribes for a Limited Partnership Interest (Interest) in the Partnership in the amount set forth on page 5. The General Partner (AP Equity Properties Management, LLC) may accept or reject any subscription, in total or in part, in its sole discretion.

This Subscription Agreement must be accompanied by the Offeree Questionnaire (Exhibit C) and payment in the amount at least 10% of the subscription. The minimum subscription is \$5,000.00, subject to the discretion of AP Equity Properties Management, LLC. (the General Partner) to accept less. Checks should be made payable to AP Equity Properties, Ltd. If a Subscriber's subscription is accepted, Subscriber agrees to contribute his subscription to the Partnership and to be bound by the terms of the Limited Partnership Agreement and the Information Memorandum (Memorandum). Subscriber agrees to reimburse the Partnership and the General Partner for any expense or loss incurred as a result of the cancellation of Subscriber's Interest due to a failure of Subscriber to deliver good funds in the amount of the subscription price.

In the event that less than 100% of the subscription amounts are received by the Partnership in accordance with this subscription agreement the remainder shall be due and callable by the General Partners within 30 days written notice. Until the first \$1,000,000 USD (One Million United States Dollars) have been received by the Partnership 100% of the subscription amounts listed in this agreements are due and payable in full upon execution.

1. SUBSCRIPTION FOR INTERESTS. The undersigned hereby irrevocably subscribes for a Limited Partnership Interest (Interest) AP Equity Properties, Ltd., in the amount set forth on page 5 of the Subscription Agreement.

2. REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. As an inducement to the General Partner to accept this subscription, Subscriber (for the Subscriber and, on behalf of and with respect to each of Subscriber's shareholders, partners or beneficiaries, if any), by executing and delivering this Subscription Agreement, represents and warrants to the Partnership, the General Partner, and the Additional Seller, if any, who solicited Subscriber's subscription as follows:

- (a) I am over 21 years old, am legally competent to execute this Subscription Agreement and have received and carefully read a copy the Limited Partnership Agreement.
- (b) I have carefully reviewed and understand the various conflicts of interest, risks and expenses relating to the Partnership summarized in the Memorandum and I can afford to bear the risks of an investment in the Partnership, including the risk of losing my entire investment
- (c) I understand that no federal or state agency has made any findings or determination as to the merits or fairness of an investment in the Partnership.
- (d) The Interests are being subscribed for my own account for investment and not with a view to resale or distribution. I recognize that the Interests have not been registered under state or federal securities laws. I understand that I may not assign, transfer or dispose of, by gift or otherwise, my Interest or any part or all of my right, title and interest in the capital or profits of the Partnership without the written consent of the General Partner. I further understand that no

assignment or transfer will be permitted unless the General Partner is satisfied that (i) the assignment or transfer would not violate any Federal Securities laws or the laws of any state; (ii) notwithstanding such assignment or transfer, the Partnership shall continue to be classified as a partnership and not a corporation or association under applicable provisions of the Internal Revenue Code (the Code) and appropriate state taxing statutes; (iii) such transfer shall not cause the Partnership to become a publicly traded partnership under the Code; and (iv) such assignment or transfer will not cause the Partnership to be required to be registered as an Investment Company under the Investment Company Act of 1940, as amended. The General Partner may require an opinion of counsel from the assignor or transferor confirming (i), (ii) (iii) and (iv) above. All costs related to such transfer (including attorney's fees) shall be borne by the assignor/transferor. Notwithstanding the foregoing, the General partner may, in its sole discretion, refuse to permit a transfer of any interest.

(e) I have been furnished any materials relating to the Partnership and its operations, and any other related matters, which I have requested; the General Partner and its representatives have answered to my satisfaction all inquiries that I have put to them relating thereto and I have been afforded the opportunity to ask questions and obtain any additional information necessary to verify the accuracy of any representation or information set forth in the Memorandum or the Agreement.

(f) I have not been furnished any offering material or literature which was not accompanied by the Memorandum or the Agreement of Limited Partners and I have relied only on the information in the Memorandum and the information furnished or made available to me pursuant to paragraph (e) above in determining to subscribe for Interests.

(g) The Subscriber acknowledges that it has not relied on the Partnership or the General Partner for any tax advice and that the Subscriber has relied solely on its own tax advisors for advice regarding the tax implications and consequences of an investment in the Partnership. If the subscriber is a tax exempt entity it acknowledges that it is aware that the Partnership may use borrowed funds to invest and that as a result an investment in the Partnership may generate taxable income to it.

(h) All information that Subscriber has heretofore furnished to the General Partner or that is set forth in this Subscription Agreement or the Confidential Offeree Questionnaire submitted by Subscriber (if one is required) is correct and complete as of the date thereof and, if there should be any material change in such information prior to acceptance of Subscriber's subscription, Subscriber will immediately furnish such revised or corrected information to the General Partner.

(i) Unless (j) or (k) below is applicable, Subscriber's subscription is made with Subscriber's funds for Subscriber's own account and not as trustee, custodian or nominee for another.

(j) The subscription, if made as custodian for a minor, is a gift Subscriber has made to such minor and is not made with such minor's funds or, if not a gift, the representations as to net worth and annual income set forth below apply only to such minor.

(k) If Subscriber is subscribing as a trustee or custodian of an employee benefit plan with an individual beneficiary or of an individual retirement account, Subscriber is legally competent to sign below and the representations set forth herein apply only to the beneficiary of such plan or account.

(l) If Subscriber is subscribing in a representative capacity, Subscriber has full power and authority to purchase the Interest and enter into and be bound by the Agreement and Subscription Agreement (including the Power of Attorney) on behalf of the entity for which he is purchasing the Interest, and such entity has full right and power to purchase such Interest and enter into and be bound by the Agreement and Subscription Agreement and to become a Limited Partner pursuant to the Agreement.

(m) I understand that the foregoing representations and warranties may be used as a defense in any actions relating to the Partnership, the General Partner or the offering of the Interests.

3. SPECIAL REPRESENTATION BY CORPORATIONS, PARTNERSHIPS, TRUSTS AND OTHER ENTITIES. If Subscriber is a corporation, partnership, trust or other entity, it is not (i) an investment company registered under the Investment Company Act of 1940 (ICA); (ii) an entity exempt from registration as an investment company pursuant to Section 3(c)(1) of the ICA (a private investment company); or (iii) an entity exempt from registration as an investment company pursuant to Section 3(c)(7) of the ICA (an excepted investment company). Unless otherwise agreed to in writing by the General Partner, such entities may not purchase Interests in the Partnership.

4. ACCEPTANCE OF PARTNERSHIP AGREEMENT. I agree that as of the date of the acceptance of my subscription by the Partnership, I shall become a Limited Partner, and I hereby agree to each and every term of the Agreement and its amendments.

5. SPECIAL POWER OF ATTORNEY. The Subscriber by his execution below does irrevocably constitute and appoint the General Partner, with power of substitution, as his true and lawful attorney-in-fact, in his name, place and stead, to execute, acknowledge, swear to (and deliver as may be appropriate) on his behalf and file and record in the appropriate public offices and publish (as may be appropriate): (i) the Amended and Restated Partnership Agreement, including any amendments adopted as provided therein; (ii) certificates of limited partnership in various jurisdictions, and amendments thereto, and certificates of assumed name or doing business under a fictitious name with respect to the Partnership; (iii) all conveyances and other instruments which the General Partner deems appropriate to qualify or continue the Partnership as a partnership in the jurisdictions in which the Partnership may conduct business or which may be required to be filed by the Partnership or the Partners under the laws of any jurisdiction to reflect the dissolution or termination of the Partnership or to reorganize or refile the Partnership in a different jurisdiction, provided that the reorganization or refile does not result in a material change in the rights of the Partners; (iv) to admit additional Limited Partners and, to the extent that it is necessary under the laws of any jurisdiction, to file amended certificates or agreements of limited partnership or other instruments, including supplemental affidavits of capital contribution, to reflect such admission, to execute, file and deliver such certificates, agreements and instruments; (v) to file, prosecute, defend, settle or compromise litigation, claims or arbitration on behalf of the Partnership; and (vi) to enter into agreements with third parties (including the General Partner and affiliates of the General Partner) and various brokerage agreements with various brokers or dealers including brokers or dealers that provide investment information or other services to the General Partner. The Power of Attorney granted herein shall be irrevocable and deemed to be a power coupled with an interest and shall survive the incapacity or death of a Limited Partner. The signatory agrees to be bound by any representation made by the General Partner and by any successor's thereto, acting in good faith pursuant to such Power of Attorney, and the signatory hereby waives any and all defenses which may be available to contest, negate or disaffirm the

United States Taxable Investors only

I have checked the following box if I am subject to backup withholding under the provisions of §3406(a)(1)(C) of the Internal Revenue Code: Under the penalties of perjury, I hereby certify by signature above that the Social Security or Taxpayer Identification Number shown on this Agreement next to my name is my true, correct and complete Social Security or Taxpayer Identification Number and that the information given in the immediately preceding sentence is true, correct and complete.

Non-United States Investors Only Under penalties of perjury, by signature above and checking the box below, I hereby certify that I am a non-resident alien for United States federal income tax purposes and I am not a citizen or resident of the United States.

NOT APPLICABLE FOR SUBSCRIPTIONS BY ENTITIES

Subscription Amount for AP Equity Properties, Ltd.:

purchase _____ partnership units. (Dollars invested divided by \$_____) \$_____.00 Which shall

Name(s) in which the Interests are to be registered:

Name of Subscriber Social Security Number

Address of Subscriber

If Joint Owner:

Name of Subscriber Social Security Number

Address of Subscriber

The Interests are to be registered as follows (check one):

- *INDIVIDUAL OWNERSHIP* (The individual owner must sign below and complete a Confidential Offeree Questionnaire.)
- *TENANTS IN COMMON* (All tenants must sign below and complete a separate Confidential Offeree Questionnaire.)
- *JOINT TENANTS WITH RIGHT OF SURVIVORSHIP* (All tenants must sign below and complete a separate Confidential Offeree Questionnaire.)
- *COMMUNITY PROPERTY* (Both spouses must sign below and complete a separate

Confidential Offeree Questionnaire. Only applicable to residents of states with community property laws.)

IN WITNESS WHEREOF, by signing below, the undersigned hereby executes (i) the Subscription Agreement, (ii) the Limited Partnership Agreement, and (iii) the Power of Attorney, as of the day, month and year set forth below.

Signature of Subscriber Signature of Subscriber

Accepted on (Date) by: AP Equity Properties Management, LLC, the General Partner

EXECUTION PAGE FOR SUBSCRIPTIONS BY ENTITIES

Subscription Amount for AP Equity Properties, Ltd.:

\$ _____

Name(s) in which the Interests are to be registered:

Name of Subscriber Taxpayer Identification Number

Address of Subscriber

If a Trust or Retirement Plan:

Name of Trustee or Custodian Taxpayer Identification Number

Address of Trustee or Custodian

Form or organization of entity (check one):

- ***CORPORATION*** (An authorized officer must sign below and complete a Confidential Offeree Questionnaire. In addition, corporations must include a duly signed resolution authorizing the subscription for Interests.)
- ***PARTNERSHIP*** (An authorized partner must sign below and complete a separate Confidential Offeree Questionnaire.)
- ***TRUST OR RETIREMENT PLAN*** (An authorized trustee or custodian must sign below and complete a Confidential Offeree Questionnaire.)

The undersigned trustee, custodian, corporate officer or partner certifies that he has full power and authority from all beneficiaries, shareholders or partners of the entity named below to execute this Agreement on behalf of the entity and to make the representations and warranties made herein on their behalf and that investment in the Partnership has been affirmatively authorized by the governing board or body of such entity and is not prohibited by law or the governing documents of the entity.

IN WITNESS WHEREOF, by signing below, the undersigned hereby executes (i) the Subscription Agreement, (ii) the Limited Partnership Agreement and (iii) the Power of Attorney, as of the day, month and year set forth below.

Printed Name and Title of Signatory

Signature of Authorized Trustee, Custodian, Partner or Corporate Officer

Date

TO BE COMPLETED BY ALL ENTITIES, CORPORATIONS, PARTNERSHIPS,

TRUSTS AND RETIREMENT PLAN OFFEREES (OTHER THAN IRA ACCOUNTS)

- 1 Primary Business Address: Primary Business Telephone Number:
- 2 Date and State of Incorporation/Formation:
- 3 Nature of Business:
- 4 Number of shareholders, partners and beneficiaries?
- 5 Was the entity formed for the specific purpose of investing in the Partnership?
- 6 Is the entity is an investment company, private investment company or an excepted investment company as those terms are defined in Section 3 of Exhibit B (the Subscription Agreement, Power of Attorney and Partnership Agreement Execution Page) hereto?

Yes

No

For Entity Offeree: By executing below, the Offeree represents and warrants that the information contained herein is true, accurate and complete.

Name of Entity

*Signature of Authorized Trustee,
Custodian, Partner or Corporate Officer*

Printed Name and Title of Signatory

Date

The undersigned certifies that he/she has informed the subscriber of all pertinent facts relating to the liquidity and marketability of the Interests as set forth in the Memorandum (Memorandum).

The undersigned has reasonable grounds to believe on the basis of information obtained from the subscriber concerning his/her investment objectives, other investments, financial situation and needs, and any other information known by the undersigned, that: (i) the subscriber is or will be in a financial position appropriate to enable him or her to realize to a significant extent the benefits described in the Memorandum; (ii) the subscriber has a fair market net worth sufficient to sustain the risks inherent in the Partnership, including loss of investment and lack of liquidity; and (iii) the Partnership is otherwise a suitable investment for the subscriber. The undersigned also represents and warrants that in soliciting the subscribers, he/she complied with all applicable sections of Rule 4(2) of the 1933 Act and Regulation D thereunder.

Name of Firm

Printed Name of Account Executive

Signature of Account Executive

Date

CONFIDENTIAL OFFEREE QUESTIONNAIRE

TO BE COMPLETED AND DELIVERED BY EACH OFFEREE CONCURRENT WITH THE DELIVERY OF SUBSCRIPTION AGREEMENT

Limited Partnership Interests (the Interests) offered by AP Equity Properties, Ltd., (the Partnership) will not be registered under the 1933 Act, as amended, or the laws of any state. In order to insure that the offer and sale of the Interests are exempt from registration under the 1933 Act and state law, the Partnership must be reasonably satisfied after making reasonable inquiry that each offeree, or his Offeree Representative, if used, has such knowledge and experience in financial and business matters that he is (or they together are) capable of evaluating the merits and risks of an investment in the Partnership, that each such offeree is able to bear the economic risk of the investment and meets the financial requirements determined by the General Partner to invest in the Partnership. This Confidential Offeree Questionnaire is designed to provide the Partnership with the information necessary to make a determination of whether the undersigned satisfies these suitability requirements.

The information supplied in this Confidential Offeree Questionnaire will be disclosed to no one without the consent of the undersigned, other than (i) the Partnership, its General Partner and employees, agents, accountants and counsel of the foregoing, (ii) state and federal securities authorities, if it is necessary for the Partnership, its General Partner, or any sales agent of the Partnership to use such information to support the exemption from registration under the 1933 Act and state law which it claims for the offering or (iii) other regulatory organizations.

BECAUSE THE PARTNERSHIP WILL RELY ON THE ANSWERS OF THE UNDERSIGNED IN ORDER TO COMPLY WITH FEDERAL AND STATE SECURITIES LAWS, IT IS IMPORTANT THAT THE UNDERSIGNED CAREFULLY ANSWER EACH QUESTION. OFFEREEES MAY BE HELD LIABLE FOR ANY MISSTATEMENT OR OMISSION IN THIS QUESTIONNAIRE.

All Offerees should complete Part I.

Individuals and IRA Accounts must also complete Part II.

Corporations, partnerships, trusts and "retirement plans" including, but not limited to, any employee benefit plan within the meaning of ERISA, a corporate pension and profit-sharing plan, a "Keogh" plan and a retirement or employee benefit plan not subject to ERISA, other than IRA Accounts (collectively referred to herein as a "retirement plan") must also complete Part III.

If you have any questions relating to an investment in the Partnership, please contact your selling agent or AP Equity Properties, Ltd., at (512) 698-4878.

TO BE COMPLETED BY ALL OFFEREES

1. Name:

Social Security Number, Taxpayer Identification Number or equivalent:

2. The undersigned did **not** retain an Offeree Representative to provide advice as to the merits of and risks of a prospective investment in the Partnership. Yes No

or

The undersigned did retain an Offeree Representative to provide advice as to the merits and risks of a prospective investment in the Partnership. Yes No

The name, occupation, business address and telephone number of the Offeree Representative are listed below:

3. Are Interests being purchased solely for the account of the undersigned? Yes No

If not, please indicate who else will have a direct or indirect interest in the Interests purchased and the nature of that interest?

What is the address of the person(s) having such interest?

What is the relation of the person(s) holding such interest to the undersigned, e.g., family member?

Persons having an interest will be required to complete a separate Confidential Offeree Questionnaire and execute a Subscription Agreement and Power of Attorney,

4. Has the undersigned received and read the current Information Memorandum of the Partnership?

Yes

No

5. By reason of the undersigned's knowledge and experience in financial and business matters in general, and investments in particular, or the knowledge and experience in financial and business matters of any Offeree Representative the undersigned may engage, the undersigned has, or the Offeree Representative and the undersigned together have sufficient knowledge and experience to evaluate adequately the merits and risks of an investment by the undersigned in the Partnership.

6. Considering all of the facts and circumstances, including family matters, tax and other financial responsibilities, the undersigned concludes that the undersigned is able to bear the full economic risk of this investment including the loss of the entire investment amount.

Yes

No

7. The undersigned fully understands that the Interests are not freely transferable and are subject to significant resale and withdrawal restrictions. Yes No

8. The undersigned is acquiring the Interests solely for the undersigned's own account as principal for investment purposes only and not with the present intention of, or a view to, the resale or distribution thereof, in whole or in part.

Yes

No

9. The undersigned represents and warrants that the information contained in this Confidential Offeree Questionnaire is complete, true and correct, that it may be relied upon by the Partnership, its General Partner, or any sales agent of the Partnership, and that the undersigned will notify the General Partner immediately of any material change in any statement made therein occurring prior to issuance of the Interests to be the undersigned.

Yes

No

10. If the undersigned is a retirement plan, trust, corporation partnership or other entity, then the undersigned trustee, custodian, corporate officer, partner or member has full power and authority from all beneficiaries, shareholders, partners or members of the entity named below to execute this Confidential Offeree Questionnaire on behalf of the entity and to make the representations and warranties made herein on their behalf and that investment in the Partnership has been affirmatively authorized by the governing board or body of such entity and is not prohibited by law or the governing documents of the entity.

Yes

No

11. Have you ever had a securities brokerage account? Yes No

12. Have you ever before bought securities that were exempt from federal and state registration?

Yes

No

13. Have you ever before invested in a limited partnership? Yes No

14. Is the percentage of your net worth to be invested in the Partnership less than 25% of your total net worth? Yes No

15. In addition to the foregoing general information, each offeree must complete the applicable section below:

I am an accredited investor:

(i) My individual net worth, or joint net worth with my spouse, exceeds \$1,000,000 (net worth for these purposes includes home, furnishings and automobiles).

Yes No or

(ii) (a) My individual income is in excess of \$200,000 in each of the two most recent years and I reasonably expect an income in excess of \$200,000 in the current year.

Yes No or

(b) My joint income with my spouse is in excess of \$300,000 in each of the two most recent years and I reasonably expect the same income level in the current year.

Yes No

FOR CORPORATIONS, BUSINESS TRUSTS OR PARTNERSHIPS

(i) The corporation, partnership or business trust: (a) was not formed for the specific purpose of acquiring an Interest in the Partnership, and (b) has total assets in excess of \$5,000,000.

Yes No or

(ii) All of the equity owners of the subscribing entity have: (a) an individual net worth, or joint net worth with spouse, which exceeds \$1,000,000 (net worth for these purposes includes home, furnishings and automobiles); or (b) an individual income in excess of \$200,000 in each of the two most recent years and reasonably expects an income in excess of \$200,000 in the current year; or (c) a joint income with spouse which is in excess of \$300,000 in each of the two most recent years and reasonably expect the same income level in the current year,

Yes No

Please list below the names of all equity owners and the manner in which they qualify as accredited

investors (check applicable category):

Names of All Equity Owners	\$1,000,000 Net Worth	\$200,000 Individual Income	\$300,000 Joint Income
()	()	()	()
()	()	()	()
()	()	()	()

() () ()
 () () ()
 () () ()

FOR TRUSTS

(i) The trust has total assets in excess of \$5,000,000 and its investment in the Partnership is directed by a person with such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of investing in the Partnership.

Yes No or

(ii) The trustee of the subscribing trust is: (a) a bank as defined in Section 3(a)(2) of the 1933 Act; (b) acting in its fiduciary capacity as trustee; and (c) subscribing for the purchase of the Interest on behalf of a trust

Yes No

or

(iii) The subscribing trust is a revocable trust that may be amended or revoked at any time by the grantors thereof and all of the grantors have: (a) an individual net worth, or joint net worth with spouse, which exceeds \$1,000,000 (net worth for these purposes includes home, furnishings and automobiles; or (b) an individual income in excess of \$200,000 in each of the two most recent years and reasonably expects an income in excess of \$200,000 in the current year; or (c) a joint income with spouse which is in excess of \$300,000 in each of the two most recent years and reasonably expect the same income level in the current year.

Yes No

Please list below the names of all grantors and the manner in which they qualify as accredited investors

(check applicable category):

Names of All Grantors	\$1,000,000 Net Worth	\$200,000 Individual Income	\$300,000 Joint Income
		()	()
	()	()	()
	()	()	()
	()	()	()
	()	()	()

FOR EMPLOYEE BENEFIT PLANS (INCLUDING KEOGH PLANS) NOT IRAs

(i) The plan is an employee benefit plan within the meaning of ERISA and has total assets in excess of \$5,000,000.

Yes No or

(ii) The Offeree is an employee benefit plan within the meaning of ERISA and the investment decision is made by a plan fiduciary, as defined by Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser. Please state the name of such plan fiduciary.

Name: Yes No

or

(iii) All of the Offeree's plan participants have: (a) an individual net worth, or joint net worth with spouse, which exceeds \$1,000,000 (net worth for these purposes includes home, furnishings and automobiles); or (b) an individual income in excess of \$200,000 in each of the two most recent years and reasonably expects an income in excess of \$200,000 in the current year; or (c) a joint income with spouse which is in excess of \$300,000 in each of the two most recent years and reasonably expect the same income level in the current year. Please list below the names of all such participants and the manner in which they qualify (check applicable category in the table below):

Yes No or

(iv) Offeree is (a) a defined contribution or defined benefit plan qualified under Section 401 (a) of the Code of 1986, as amended; (b) the plan provides for segregated accounts for each plan participant; (c) the plan documents provide each plan participant with the authority to direct the plan trustee to make this investment of all or part of the assets attributable to the plan participant's account to the extent of the participant's voluntary contribution plus that portion of the employers contributions which have vested to the plan participant's benefit; (d) the plan participant has directed the plan trustee to make this investment; and (e) the plan participant has (i) an individual net worth, or joint net worth with spouse, which exceeds \$1,000,000 (net worth for these purposes includes home, furnishings and automobiles); or (ii) an individual income in excess of \$200,000 in each of the two most recent years and reasonably expects an income in excess of \$200,000 in the current year; or (iii) a joint income with spouse which is in excess of \$300,000 in each of the two most recent years and reasonably expect the same income level in the current year.

Yes No

Please list below the names of all such participants and the manner in which they qualify (check applicable category in the table below):

Names of All Participants	\$1,000,000 Net Worth	0,000	\$200,000 Individual Income	\$300,000 Joint Income
	()		()	()
	()		()	()
	()		()	()
	()		()	()
	()		()	()
	()		()	()

FOR 501 (c)(3) ORGANIZATIONS

(i) Offeree: (a) is an organization described in Section 501 (c)(3) of the Code not formed for the specific purpose of acquiring the Interest, and (b) has total assets in excess of \$5,000,000.

Yes No

FOR INDIVIDUAL RETIREMENT ACCOUNTS

(i) Offeree certifies that the beneficiary of the IRA has: (a) an individual net worth, or joint net worth with spouse, which exceeds \$1,000,000 (net worth for these purposes includes home, furnishings and automobiles); (b) an individual income in excess of \$200,000 in each of the two most recent years and reasonably expects an income in excess of \$200,000 in the current year; or (c) a joint income with spouse which is in excess of \$300,000 in each of the two most recent years and reasonably expect the same income level in the current year.

Yes No

TO BE COMPLETED BY ALL INDIVIDUAL AND IRA ACCOUNT OFFEREES ONLY

1 Primary Residence Address: Primary

Residence Telephone Number:

2 Date of Birth:

3 Principal Occupation:

3. Current Employer and Position Held:

4. Business Address:

5. Business Telephone Number:

7. a. In which State(s) do you file income tax returns?

b. In which State do you hold a valid driver's license?

c. In which State are you registered to vote?

For Individual Offeree: By executing below, the Offeree represents and warrants that the information contained in this Confidential Offeree Questionnaire is true, accurate and complete.

Signature of Offeree

Date

Signature of Joint Offeree

Date

TO BE COMPLETED BY ALL ENTITIES, CORPORATIONS, PARTNERSHIPS,

TRUSTS AND RETIREMENT PLAN OFFEREES (OTHER THAN IRA ACCOUNTS)

1. Primary Business Address: Primary
Business Telephone Number:

2. Date and State of Incorporation/Formation:

3. Nature of Business:

4. Number of shareholders, partners and beneficiaries?

5. Was the entity formed for the specific purpose of investing in the Partnership? If yes, each shareholder, partner or beneficiary must complete a separate **Confidential Offeree Questionnaire** as an Individual.

Yes

No

6. Is the entity is an investment company, private investment company or an excepted investment company as those terms are defined in Section 3 of Exhibit B (the Subscription Agreement, Power of Attorney and Partnership Agreement Execution Page) hereto?

Yes

No

For Entity Offeree: By executing below, the Offeree represents and warrants that the information contained in this Confidential Offeree Questionnaire is true, accurate and complete.

Name of Entity

*Signature of Authorized Trustee,
Custodian, Partner or Corporate Officer*

Printed Name and Title of Signatory

Date