

**UNANIMOUS CONSENT OF THE PARTNERS
OF
AP Equity Properties, Ltd.,
A TEXAS LIMITED PARTNERSHIP
AND
AMENDMENT TO THE PARTNERSHIP AGREEMENT**

Effective December 31, 2004

The undersigned, being the owners of all of the Partnership interests in **AP Equity Properties, Ltd.** a Texas limited partnership (the "**Partnership**"), hereby give written consent, pursuant to the Limited Partnership Agreement, to the adoption of the following resolutions and each and every action effected thereby:

Adoption of Mechanism for Limited Partners to Remove General Partner

RESOLVED, that the Partners do hereby adopt the following language and provisions to be included in the Partnership Agreement and amend the Partnership Agreement as follows:

*ARTICLE XIII.
Removal of General Partner.*

13.1 Upon written notice to the General Partner, the General Partner may be removed for cause by a Majority Vote of the Limited Partners. As used herein, the term "cause" shall mean (i) the General Partner's action in violation of any one or more of the prohibitions set forth in Article 5 of this Agreement, (ii) the issuance of a charging order or writ of attachment or other action, against the General Partner's interest in the Partnership, (iii) any action or omission by the General Partner which constitutes fraud, deceit, or a wrongful taking, or (iv) the death, dissolution, winding up, or bankruptcy of the General Partner.

13.2 Upon written notice to the General Partner, the Limited Partners owning greater than sixty percent (75%) of the Limited Partners' Interests may remove the General Partner without cause.

13.3 Upon the removal of the General Partner as provided above, the Limited Partners owning greater than fifty percent (50%) of the Limited Partners' Interests may agree in writing to continue the business of the Partnership and to appoint a new successor general partner meeting the requirements of this Section 13.4. Any such successor general partner shall be named, and its appointment as such shall be effective as of the date specified, in the notice to the General Partner from the Limited Partners. Upon and as of the date specified in such notice, (i) all duties and obligations of the General Partner arising after the date specified in the notice, under this Agreement or

any other contract, agreement or document entered into on behalf of the Partnership, shall be assumed by the successor general partner (but only to the extent such duties and obligations are incurred or performable after the date specified in such notice) and (ii) the interest of the General Partner being replaced in the Partnership shall automatically convert from a general partnership interest to a limited partnership interest of like percentage interest within the meaning of the BOC (Business Organizations Code of Texas); provided that the interest of the General Partner shall be reduced pro rata with all other Partners to provide compensation, or an interest in the Partnership, or both, to the successor general partner. The removed General Partner shall be considered to be a Limited Partner for all purposes and provisions of this Agreement. The successor general partner shall assume and agree to perform all of the duties and obligations of the removed General Partner under this Agreement and such other instruments arising from and after the date of succession. The successor general partner shall promptly give notice to all Partnership creditors of the change in status.

13.3. Successor General Partner. A person or entity shall qualify as a successor general partner only upon satisfaction of the following conditions:

A. The person or entity shall have accepted and agreed to be bound by all the terms and provisions of this Agreement, by executing a counterpart hereof and any other such document or instrument as may be required or appropriate in order to effect the admission of the person or entity as a substitute General Partner;

B. The person or entity shall make such contribution to the capital of the Partnership as may be determined by Majority Vote of the Limited Partners; and

C. An amendment to this Agreement and to the Partnership's Certificate of Formation or Certificate of Limited Partnership evidencing the admission of the person or entity as a successor General Partner shall be filed for recordation, as required by the BOC.

Except as modified hereby, the Partnership Agreement shall continue in full force and effect as originally executed and delivered.

Counterparts and Facsimile Signatures

RESOLVED, that this Amendment and Consent may be executed in multiple counterparts and may be transmitted via facsimile or other electronics means, and execution by any of the undersigned by such means shall be deemed original for all purposes and have the same force and effect as a manually-signed original.

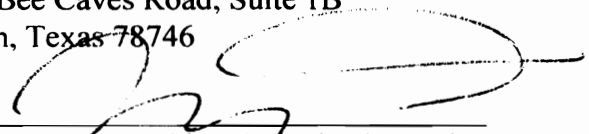
Signatures on following page.

EXECUTED as of the date first above written.

Partners:

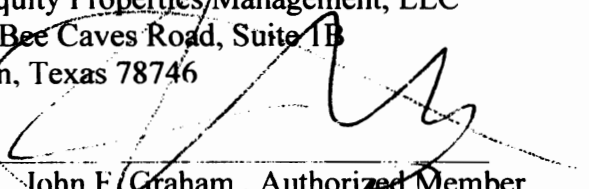
General Partner:

AP Equity Properties Management, LLC
6806 Bee Caves Road, Suite 1B
Austin, Texas 78746

By: 
Jeremy Stobie, Authorized Member

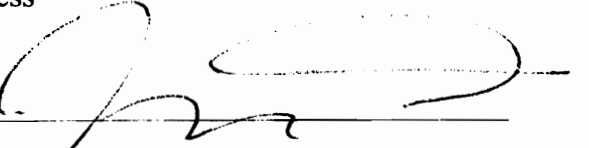
General Partner:

AP Equity Properties Management, LLC
6806 Bee Caves Road, Suite 1B
Austin, Texas 78746

By: 
John F. Graham, Authorized Member

Limited Partners:

Stobie Ventures Limited
Address
Address

By: 

Name
Address
Address

By: _____

Name
Address
Address