

Accredited Investor Questionnaire

INVESTOR KNOWLEDGE AND EXPERIENCE

1. Do you have sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks associated with investing in the Company?

Yes _____ No _____

2. If the answer to question 1 is NO, please name the investment advisor, if any, with whom you have reviewed the merits and risks of this offering. **The investment adviser named below must act as your Purchaser Representative (as defined in Regulation D) and must complete a Purchaser Representative Questionnaire which may be obtained upon request from the Company. No representative of the Company may be your Purchaser Representative.**

Name: _____

Firm: _____

Address: _____

Telephone Number: () _____

3. Do you understand the nature of an investment in the Company and the risks associated with such an investment?

Yes _____ No _____

4. Do you understand that there is no guarantee of any financial return on this investment and **that you run the risk of losing your entire investment?**

Yes _____ No _____

5. Are you purchasing these securities for investment and not with the intent to resell them?

Yes _____ No _____

6. You have the right, will be afforded an opportunity, and are encouraged to investigate the Company and review relevant records and documents pertaining to the Company and its proposed business and operations and to ask questions of a qualified representative of the Company regarding this investment and the operations and method of doing business of the Company.

Have you or your Purchaser Representative, if any, conducted any such investigation, sought such documents or asked questions of a qualified representative of the Company

regarding this investment and the operations and methods of doing business of the Company?

Yes _____ No _____

Instructions: Check all boxes below which correctly describe you.

<input type="checkbox"/>	Category 1	a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his/her purchase exceeds \$1,000,000 ¹ ; or
<input type="checkbox"/>	Category 2	a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year ² ; or
<input type="checkbox"/>	Category 3	a bank as defined in Section 3(a)(2) of the Securities Act whether acting in its individual or fiduciary capacity; or
<input type="checkbox"/>	Category 4	a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; or
<input type="checkbox"/>	Category 5	a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; or
<input type="checkbox"/>	Category 6	an insurance company as defined in Section 2(13) of the Securities Act; or
<input type="checkbox"/>	Category 7	an investment company registered under the Investment Company Act of 1940; or
<input type="checkbox"/>	Category 8	a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940; or

¹ For purposes of this Agreement, "net worth" means the excess of total assets at fair market value, including cash, stock, securities, personal property and real estate (other than your primary residence), over total liabilities (other than a mortgage or other debt secured by your primary residence). In the event that the amount of any mortgage or other indebtedness secured by your primary residence exceeds the fair market value of the residence, that excess liability should also be deducted from your net worth. Any mortgage or indebtedness secured by your primary residence incurred within 60 days before the time of the sale of the securities offered hereunder, other than as a result of the acquisition of the primary residence, shall also be deducted from your net worth.

² For purposes of this Agreement, individual income means adjusted gross income, as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any tax-exempt interest income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), received; (ii) the amount of losses claimed as a limited partner in a limited Fund as reported on Schedule E of Form 1040; (iii) any deduction claimed for depletion under Section 611 et seq. of the Code; (iv) amounts contributed to an Individual Retirement Account (as defined in the Code) or Keogh retirement plan; (v) alimony paid; (vi) any elective contributions to a cash or deferred arrangement under Section 401(k) of the Code; and (vii) for applicable taxable years, any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Code.

<input type="checkbox"/>	Category 9	a small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; or
<input type="checkbox"/>	Category 10	an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors at the time of purchase; or
<input type="checkbox"/>	Category 11	a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940; or
<input type="checkbox"/>	Category 12	an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership or limited liability company, not formed for the specific purpose of acquiring the Interests, with total assets in excess of \$5,000,000; or
<input type="checkbox"/>	Category 13	a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; or
<input type="checkbox"/>	Category 14	a director, executive officer or manager of the Company; or
<input type="checkbox"/>	Category 15	a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Interests, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act; or
<input type="checkbox"/>	Category 16	an entity in which all of the equity owners meet one or more of the categories set forth above at the time of the Subscription; or
<input type="checkbox"/>	Category 17	an employee of the Company who is intimately familiar with the business and finances of the Company.

The undersigned hereby represents and warrants that all of its answers to this Accredited Investor Questionnaire are true as of the date of its execution of the Agreement pursuant to which it will purchase Interests of the Company.

Name of Subscriber [please print]

Name of Co-Subscriber [please print]

Signature of Subscriber (Entities please
provide signature of Subscriber's duly
authorized signatory.)

Signature of Co-Subscriber

Name of Signatory (Entities only)

Title of Signatory (Entities only)