Exhibit C

Investor Suitability Questionnaire

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Investor Suitability Questionnaire

To: Prospective purchasers of LLC Membership Units offered Insured Liquidity Partners CFG I, LLC (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Units. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Units.

Please answer all questions completely and execute the signature page

A. Personal

1. Name:_____

2. Address of Principal Residence:_____

_____ County:_____

3. Residence Telephone: (_____)_____

4. Where are you registered to vote?_____

5. Your driver's license is issued by the following state:_____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

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_____

_____

7. Please send all correspondence to:

(1)_____ Residence Address (as set forth in item A-2)

(2)_____ Business Address (as set forth in item B-1)

8. Date of Birth:_____

9. Citizenship:_____

10. Social Security or Tax I.D. #:_____

B. Occupations and Income

1. Occupation:_____

(a) Business Address:_____

_____

(b) Business Telephone Number: (_____)_____

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2. Gross income during each of the last two years exceeded:

(1)_____$25,000 (2)_____$50,000

(3)_____$100,000 (4)_____$200,000

3. Joint gross income with spouse during each of the last two years exceeded $300,000

(1)_____Yes (2)_____No

4. Estimated gross income during current year exceeds:

(1)_____$25,000 (2)_____$50,000

(3)_____$100,000 (4)_____$200,000

5. Estimated joint gross income with spouse during current year exceeds $300,000

(1)_____Yes (2)_____No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, excluding the value of your primary residence.)

(1)_____$50,000-$100,000 (2)_____$100,000-$250,000 (3)_____$250,000-$500,000

(4)_____$500,000-$750,000 (5)_____$750,000-$1,000,000 (6)_____over $1,000,000

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2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)_____Yes (2)_____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)_____Yes (2)_____No

E. Investment Percentage of Net Worth

If you expect to invest at least $150,000 in Units, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse.

(1)_____Yes (2)_____No

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)_____Yes (2)_____No

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G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor:

_____ Date:_____, 2005

Signature

_____

Signature (of joint purchase if purchase is to be made as joint tenants or as tenants in common)

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PARTNERSHIP AGREEMENT
OF
INSURED LIQUIDITY
PARTNERS LLC

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PARTNERSHIP AGREEMENT
OF
INSURED LIQUIDITY PARTNERS CFG I LLC
OF INSURED LIQUIDITY PARTNERS

This Partnership Agreement of Insured Liquidity Partners CFG I LLC (the "Agreement") is entered into by and among Insured Liquidity Partners CFG I LLC, as (the "Partnership"), and _____, an Individual, as a Preferred Influx Limited Member of the partnership ("Preferred Influx Limited Member").

RECITALS:

A. The Partnership and the Preferred Influx Limited Member (the "Limited Partner") desire to form a Partnership under the laws of the State of Texas for the purposes described in Section 2.4.

B. In connection with the formation of such Partnership, the Partnership and the Preferred Influx Limited Member wish to set forth their respective rights and obligations in this Agreement.

AGREEMENT:

Now therefore, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Partnership and the Preferred Influx Limited Member agree as follows:

ARTICLE I
DEFINITIONS

1.1 **Terms Defined.** When used in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means a Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Person in question. The term "control," as used in the immediately preceding sentence, means the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to a Person or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person.

"Preferred Influx Limited Member" has the meaning set forth in Section 2.4(b).

"Business" has the meaning set forth in Section 2.4.

"Capital Account" has the meaning set forth in Section 3.3.

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"Capital Contribution" means the cash and the fair market value of property other than cash (net of liabilities which the Partnership assumes or takes the property subject to) contributed to the capital of the Partnership by a Member.

"Cash Flow" means, for the period in question, the amount by which the aggregate cash receipts of the Partnership from any source (including loans and Capital Contributions) exceed the sum of the cash expenditures of the Partnership, as determined by the Partnership to be sufficient to meet the working capital requirements of the Partnership.

"Certificate" means the Certificate of Formation filed on behalf of the Master Partnership LLC (Insured Liquidity Partners LLC) with the Secretary of State of Texas in accordance with the TBOC and all other applicable statutes.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations thereunder.

"Fund" has the meaning set forth in Section 2.4(a).

"the Partnership" means INSURED LIQUIDITY PARTNERS CFG I LLC, a Texas partnership limited liability company, so long as such Person shall continue as a Preferred Influx Limited Member of the Partnership, and any other Person who has been admitted as and continues to be, a Preferred Influx Limited Member of the Partnership.

"Preferred Influx Limited Member" means an individual, so long as each such Person shall continue as a Preferred Influx Limited Member of the Partnership, and any other Person who has been admitted as, and who continues to be, a Preferred Influx Limited Member of the Partnership.

"Liquidating Event" means the sale, condemnation, liquidation or exchange or individually or together with any similar transaction or transactions, results in the liquidation or disposition of all or substantially all of the Business and occurs in the course of liquidation of the Partnership or upon and with respect to which event the Partnership is dissolved and wound up and all payments, including payments on any promissory notes, have been received.

"Partnership" has the meaning set forth in Section 4.2(n).

"Partners" means the Partnership and the Preferred Influx Limited Member. "Partner" means either of the Partners.

"Partnership" means Insured Liquidity Partners CFG I LLC.

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"Preferred Influx Limited Member" means a Partner's interest, expressed as a percentage on Exhibit "A", in the income, gains, losses, deductions, tax credits, voting rights, capital accounts and distributions of the Partnership as may be affected by the provisions of this Agreement and as may thereafter be adjusted.

"Person" means an individual, Partnership, joint venture, corporation, limited liability company, trust, estate or other entity or organization.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

"Section" means any section or subsection in this Agreement.

"Service" means the Internal Revenue Service.

"TBOC" means the Texas Business Organizations Code in effect from time to time, as amended.

"Transfer" means a sale, transfer, conveyance, assignment, pledge, hypothecation, mortgage or other encumbrance or disposition.

"LICO" means Liquidity Indexed Capacity for Outcome program interest

"Influx" means insured liquidity contributed for the funding of LICO Programs

1.2 **Number and Gender.** Whenever the context requires, references in this Agreement to the singular number shall include the plural, and the plural number shall include the singular, and words denoting gender shall include the masculine, feminine and neuter.

ARTICLE II
GENERAL

2.1 **Formation.** The Partners create and establish the Partnership as a Preferred Influx Limited Membership Interests pursuant to the TBOC for the purposes described in Section 2.4. The Partnership shall execute and file on behalf of the Partners and the Partnership a Certificate in accordance with applicable statutory requirements in such offices and places as may be required by the laws of the State of Texas.

2.2 **Name.** The Business shall be conducted under the name "INSURED LIQUIDITY PARTNER CFG I LLC" or such other names as determined by the Partnership.

2.3 **Principal Place of Business; Registered Office; Registered Agent.** The principal place of business, the principal office and the registered office of the Partnership shall be at 2101 Cedar Springs Road Suite 1050 Dallas, Texas 75201. The Partnership may change

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the principal place of business of the Partnership to any other place within the State of Texas upon ten (10) days written notice to the Preferred Influx Limited Members. The registered agent shall be Insured Liquidity Partners LLC, as the Master Partnership LLC for the Partnership.

2.4 **Purposes.** The purposes of the Partnership (the "Business") will be:

(a) to acquire LICO Program Interests via a trust (the "Trust");

(b) to manage the acquisition and distribution of these assets for the Preferred Influx Limited Members,

(c) to conduct any lawful business determined appropriate by the Partnership.

2.5 **Term.** The Partnership shall continue until terminated pursuant to Section 10.1.

ARTICLE III
CAPITAL CONTRIBUTIONS - PREFERRED INFLUX LIMITED MEMBERS

3.1 **Initial Capital Contributions.** The Preferred Influx Limited Member shall contribute cash to the Partnership in an amount not less than Fifty Thousand Dollars ($50,000). The Partnership may contribute cash and contributions-in-kind up to $250,000 to commence Partnership operations and form its initial managed fund, The Partnership.

3.2 **Additional Capital Contributions.** Additional capital contributions are not required of the Preferred Influx Limited Member or the Partnership.

3.3 **Capital Accounts.** The Partnership shall establish and maintain a capital account ("Capital Account") for each Preferred Influx Limited Member in accordance with Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b)(2)(iv). Except as otherwise provided in this Agreement, the Capital Account balance of each Preferred Influx Limited Member shall be credited (increased) by (a) the amount of cash contributed by such Preferred Influx Limited Member to the capital of the Partnership, (b) the fair market value of property contributed by such Preferred Influx Limited Member to the capital of the Partnership (net of liabilities secured by such property that the Partnership assumes or takes subject to under Code Section 752), and (c) such Partner's allocable share of Partnership income and gain (or items thereof) including income and gain exempt from federal taxation and income and gain attributable to adjustments to reflect book value pursuant to Regulations' Section 1.704-1(b)(2)(iv)(g), but excluding income and gain attributable to tax items that differ as a result of the revaluation of Partnership property as described in Regulations' Section 1.704-1(b)(4), and the Capital Account balance of each Preferred Influx Limited Member shall be debited (decreased) by (a) the amount of cash distributed to such Partner, (b) the fair market value of property distributed to such Preferred Influx Limited Member(net of liabilities secured by such property which the Preferred Influx Limited Member assumes or takes subject to under Code Section 752), (c) such Partner's allocable share of expenditures of the Partnership described in Code Section 705(a)(2)(B), and (d) such Partner's allocable share of Partnership losses, depreciation and other deductions (or items thereof) including loss and deduction attributable to

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adjustments to reflect book value pursuant to Regulations' Section 1.704-1(b)(2)(iv)(g) but excluding expenditures described in (c) above and loss or deduction attributable to tax items that differ as a result of the revaluation of Partnership property or excess percentage depletion as described in Regulations' Section 1.704-1(b)(4)(i) and (ii). Notwithstanding the foregoing, a Partner's Capital Account shall not be adjusted to reflect gain or loss attributable to the disposition of property contributed by such Preferred Influx Limited Member to the extent such Partner's Capital Account reflected such inherent gain or loss in the property on the date of its contribution to the Partnership.

3.4 **Failure to Make Capital Contributions.** If the Preferred Influx Limited Member does not make all of its Capital Contributions as required under this Article III, then the Preferred Influx Limited Member's Preferred Influx Limited Member shall be proportionately reduced, and the Partnership's Preferred Influx Limited Member correspondingly increased, automatically without the necessity of further action or documentation.

3.5 **Preferred Influx Limited Member Loans.** A Partner, or an Affiliate of a Partner, may, but is not obligated to, loan or cause to be loaned to the Partnership such additional sums as the Partnership deems appropriate or necessary for the conduct of the Business. Loans made by a Partner, or an Affiliate of a Partner, shall be upon such terms and for such maturities as the Partnership deems reasonable in view of all the facts and circumstances and the repayment of which may be designated in priority to distributions of Cash Flow.

3.6 **Other Matters Relating to Capital Contributions.**

(a) Loans by either Preferred Influx Limited Member to the Partnership shall not be considered Capital Contributions.

(b) No Preferred Influx Limited Member shall be required to make Capital Contributions except to the extent expressly provided by this Article III.

(c) No Preferred Influx Limited Member shall be entitled to withdraw, or to obtain a return of, any part of its Capital Contribution, or to receive property or assets other than cash in return thereof, and no Preferred Influx Limited Member shall be liable to any other Preferred Influx Limited Member for a return of its Capital Contributions, except as provided in this Agreement.

(d) No Preferred Influx Limited Member shall be entitled to priority over any other Partner, either with respect to a return of its Capital Contributions, or to allocations of taxable income, gains, losses or credits, or to distributions, except as provided in this Agreement.

(e) The Preferred Influx Limited Member shall be paid a cumulative Preferred Return of 12% annually, paid quarterly, on the Preferred Influx Limited Member's Capital Contribution commencing on 3/31/15.

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3.7 **Deficit Capital Account Balances.** Upon liquidation of the Partnership, no Preferred Influx Limited Member with a deficit balance in its Capital Account will have any obligation to restore such deficit balance, or to make any Capital Contribution.

3.8 **Preferred Influx Limited Members.** The Preferred Influx Limited Member of each Preferred Influx Limited Member shall initially be as set forth on Exhibit "A."

ARTICLE IV
RIGHTS AND POWERS OF THE PARTNERSHIP

4.1 **Duties of The Partnership.** The Partnership shall be solely responsible for the operation and management of the Business, and, except as otherwise expressly provided in this Agreement, shall possess all rights and powers generally conferred by applicable law or deemed by the Partnership as necessary, advisable or consistent in connection therewith.

4.2 **Illustrative Rights and Powers.** In addition to any other rights and powers which it may possess by law, the Partnership shall have all the specific rights, powers and authorities required or appropriate to the operation and management of the Business which, by way of illustration, but not by way of limitation, shall include the right and power:

(a) to perform any and all acts necessary or appropriate in connection with the Business as determined in the sole discretion of the Partnership;

(b) to take and hold all property and assets of the Partnership, real, personal and mixed, in the name of the Partnership;

(c) to negotiate, execute and deliver any and all instruments and agreements necessary or incidental to the conduct of the Business, and to amend or modify any such instruments;

(d) to coordinate all accounting and clerical functions of the Partnership and to employ such accountants, lawyers, managers, agents and other management or service personnel as may from time to time be required to carry on the Business;

(e) to negotiate, execute and deliver a management agreement, and any amendment or modification thereto, with any competent management company;

(f) to commence, defend and settle litigation;

(g) if a Transfer has occurred in accordance with this Agreement, to admit such transferee to the Partnership and to amend this Agreement to reflect such admission;

(h) to obtain all financing (including renewals, modifications or extensions thereto) whether interim, permanent or otherwise for the Partnership, and to negotiate, execute and deliver any and all documents in conjunction therewith;

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(i) to approve any tax election;

(j) except as otherwise expressly provided in this Agreement, to approve the Transfer by a Preferred Influx Limited Member of its Preferred Influx Limited Member;

(k) to sell or dispose of the Business, or any portion thereof;

(m) to effect the dissolution and termination of the Partnership; and

4.3 **Management of the Partnership.** The Partnership shall operate and manage the Partnership and the Business on a day-to-day basis and shall perform for the Partnership all such other management services with respect to the Partnership and the Business. Notwithstanding the foregoing, the Partnership is authorized, in its sole discretion, to employ (a) any competent management company as it shall select to perform said management services, and (b) or any other competent registered investment advisor to provide the Partnership and the Fund investment advisory services.

4.4 **Payment of Costs and Expenses.** The Partnership shall be responsible for paying all costs and expenses of forming and continuing the Partnership, owning, operating and conducting the Business, including, without limitation, costs of utilities, costs of furniture, fixtures, equipment and supplies, insurance premiums, property taxes, advertising expenses, accounting costs, legal expenses and office supplies. If any such costs and expenses are or have been paid by the Partnership, or any of its Affiliates, on behalf of the Partnership, then the Partnership (or its Affiliates) shall be entitled to be reimbursed for such payment so long as such cost or expense was reasonably necessary and was reasonable in amount.

4.5 **Exercise of Rights and Powers.** The Partnership shall endeavor to operate and manage the Business to the best of its ability, in a careful and prudent manner and in accordance with good industry practice. The authority of the Partnership to take any action required or permitted under the provisions of this Agreement shall in all respects be exercised in its sole and absolute discretion, and the Partnership shall be required to devote only such time to the performance of its duties and obligations to the Partnership as it shall, in its sole and absolute discretion, determine to be necessary or advisable. The Partnership shall be entitled to deal with its Affiliates in the performance of its duties and obligations under this Agreement, so long as the material terms and conditions of such dealings are not substantially different from the prevailing market terms, conditions and prices available from non-Affiliated third parties.

4.6 **Compensation.** Except as otherwise expressly provided in this Agreement, the Partnership and its Affiliates shall not be entitled to receive any compensation from the Fund. Notwithstanding the foregoing, the Preferred Influx Limited Member acknowledges and agrees that the Partnership and its Affiliates may receive waterfall profits interest post satisfaction of the preferred return on 12% per annum due to the Preferred Influx Limited Member compensation from the Fund. This waterfall participation will not be taken from the Preferred Influx Limited Member share. This Section 4.6 does not in any way limit the Partnership' right to repayment of

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Preferred Influx Limited Member loans pursuant to Section 3.5 or the right to reimbursement pursuant to Section 4.4.

4.7 **Liability.** The Partnership shall endeavor to perform its duties under this Agreement with ordinary prudence and in a manner reasonable under the circumstances. The Partnership shall not be liable to the Fund or the Preferred Influx Limited Members for any loss or liability caused by any act, or by the failure to do any act, unless such loss or liability arises from the Partnership' intentional misconduct, gross negligence or fraud. In no event shall the Partnership be liable by reason of a mistake in judgment made in good faith, or action or lack of action based on the advice of legal counsel. Further, the Partnership shall in no event be liable for its failure to take any action unless it is specifically directed to take such action under the terms of this Agreement.

4.8 **Indemnification.** Upon the determination as set forth in Section 8.101 of the TBOC that such indemnification is permissible under Sections 8.101 through 8.106 of the TBOC, the Partnership (but not the Preferred Influx Limited Members) hereby indemnifies and holds harmless any Person who is or was a Preferred Influx Limited Member of the Partnership (and its Affiliates) against any and all losses, costs, expenses (including reasonable attorneys' fees), penalties, taxes, fines, settlements, damages and judgments resulting from the fact the Partnership was, is or is threatened to be named a defendant or respondent in a Proceeding because such Person was or is a Preferred Influx Limited Member in the Partnership, EVEN IF SUCH LOSSES, COSTS, EXPENSES, ETC. WERE THE RESULT OF THE PARTNERSHIP'S OWN NEGLIGENCE. This indemnification shall only be effective if the Partnership (a) acted in good faith, (b) reasonably believed that in instances that the Partnership was acting in its official capacity that its conduct was in the Preferred Influx Limited Member's best interest and in all other instances that the Partnership' conduct was not opposed to Preferred Influx Limited Member's best interests, and (c) in a criminal Proceeding, had no cause to believe its conduct was unlawful. This indemnification shall in no event be applicable to a Proceeding in which the Partnership has been found to be liable for intentional misconduct, gross negligence or fraud in the performance of the Partnership' duty to the Fund or the Preferred Influx Limited Members.

4.9 **Tax Matters Partner.**

(a) The Partnership is hereby designated as the "tax matters partner" of the Partnership (as defined in the Code) and is authorized and require d to represent the (at the Partnership' expense) in connection with all examinations of the Partnership' affairs by tax authorities, including resulting administrative and judicial Proceedings, and to expend Partnership' funds for professional services and costs associated therewith. The Preferred Influx Limited Member agrees to cooperate with the Partnership and to do or refrain from doing any or all things reasonably required by the Partnership to conduct such proceedings. In addition, the Preferred Influx Limited Member agrees that: (a) it will not file a statement under section 6224(c)(3)(B) of the Code prohibiting the tax matters Preferred Influx Limited Member from entering into a settlement on its behalf with respect to Partnership items; (b) it will not form or become a member of a group of Partners having a five percent (5%) or greater interest in the profits of the Partnership under section 6223(b)(2) of the Code; and (iii) the Partnership is authorized to file a copy

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of this Agreement with the Service pursuant to section 6224(b) of the Code if necessary to perfect the Preferred Influx Limited Member's waiver of rights hereunder.

(b) As the tax matters partner, the Partnership will give notice to the Preferred Influx Limited Member, within thirty (30) days (in advance, unless impossible), of:

(i) the receipt by the Partnership of notification from the Service of its intent to conduct an audit of the Partnership;

(ii) the receipt of final Partnership administrative adjustments pursuant to section 6223 of the Code;

(iii) any settlement by the Partnership with the Service on behalf of the Partnership;

(iv) notice of the Partnership' filing of a petition for judicial review of any final Partnership administrative adjustment or an appeal of a judicial decision;

(v) notice of the Partnership' decision not to file a petition for judicial review of any final Partnership administrative adjustment; and

(vi) any other information required by section 6223(g) of the Code.

(c) Subject to the limitations set forth in this Agreement, the Partnership is authorized to:

(i) enter into a settlement agreement with the Service with respect to any tax audit or judicial review, in which agreement the Partnership may expressly state that the agreement will bind the Preferred Influx Limited Member;

(ii) file a petition for judicial review of a final administrative adjustment pursuant to section 6226 of the Code;

(iii) intervene in any action brought by the Preferred Influx Limited Member for judicial review of a final administrative adjustment;

(iv) file a request for an administrative adjustment with the Service at any time and, if any part of the request is not allowed by the Service, to file a petition for judicial review with respect to the request; and

(v) take any other action on behalf of the Preferred Influx Limited Member or the Partnership in connection with any administrative or judicial tax Proceeding to the extent permitted by applicable law or regulations.

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(d) The Fund shall reimburse the Partnership for all expenses incurred by it in connection with any administrative or judicial Proceeding with respect to the tax liabilities of the Preferred Influx Limited Member.

ARTICLE V
PREFERRED INFLUX LIMITED MEMBER MATTERS

5.1 **Limitation of Liability.** The Preferred Influx Limited Member shall not be bound by, or personally liable for, obligations or liabilities of the Partnership beyond the amount of its required Capital Contributions to the Partnership, and the Preferred Influx Limited Member shall not be required to make any Capital Contributions to the Partnership in excess of the contributions for which it is personally liable under Article III.

5.2 **Management.** The Preferred Influx Limited Member shall not participate in the operation or management of the Business, nor transact any business for or in the name of the Partnership, nor shall the Preferred Influx Limited Member have any right or power to sign for or bind the Partnership in any manner. The right of the Preferred Influx Limited Member to consent to and approve of certain matters under the provisions of this Agreement shall not be deemed a participation in the operation and management of the Business or an exercise of control over the Partnership' affairs.

The Partnership will serve as the sole authority with regard to asset acquisition, disposition and operation by the fund managed by the Partnership.

5.3 **Consents.** Any action requiring the consent or approval of the Preferred Influx Limited Member under the provisions of this Agreement shall be taken only if the consent or approval of the Preferred Influx Limited Members is evidenced by written instrument executed by the Preferred Influx Limited Member.

5.4 **Power of Attorney.**

(a) The Preferred Influx Limited Member irrevocably appoints and constitutes the Partnership, its successors and assigns as its true and lawful attorney-in-fact, with full power and authority, on its behalf and in its name, to execute, acknowledge, swear to, deliver and, where appropriate, file in such offices and places as may be required by law:

(i) the Certificate, and any amendment thereto authorized under this Agreement; and

(ii) any amendment to this Agreement upon compliance with this Agreement.

(b) The power of attorney granted by the Preferred Influx Limited Member to the Partnership under Section 5.4(a) is a special power coupled with an interest and is

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irrevocable, and may be exercised by any Person who at the time of exercise is a The Partnership of the Partnership. Such power of attorney shall survive the death or legal disability of the Preferred Influx Limited Member and any Transfers or abandonment of its Preferred Influx Limited Member Interest, or its withdrawal from the Partnership.

5.5 **Death, Bankruptcy, Etc.** In no event shall the death, incompetency, bankruptcy, insolvency or other incapacity of the Preferred Influx Limited Member operate to dissolve the Partnership.

ARTICLE VI
ALLOCATIONS AND DISTRIBUTIONS

6.1 **Allocation of Net Income and Loss.** Net income and loss for each fiscal year shall be determined for financial accounting purposes in accordance with the method of accounting used for federal income tax purposes and the books and records of the Partnership. Except as provided in Sections 6.3 and 6.7(b), income, gain, loss and deduction shall be allocated between the Partners pro rata in accordance with their Preferred Influx Limited Members.

6.2 **Distributions of Cash Flow.** The Partnership shall distribute Cash Flow when available to the Partners. Notwithstanding the frequency or amounts of distributions, Cash Flow shall be distributed to the Partners pro rata in accordance with their Preferred Influx Limited Member Interests.

6.3 **Limitations on Allocations.**

(a) Minimum Gain Chargeback. Notwithstanding any provision of this Article VI, if there is a net decrease in Partnership minimum gain during any fiscal year or other period, prior to any other allocation pursuant hereto, each Preferred Influx Limited Member shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount and manner required by Treasury Regulation Section 1.704-2. Notwithstanding any provision of this Article VI, if there is a net decrease in Preferred Influx Limited Member nonrecourse debt minimum gain, any Preferred Influx Limited Member with a share of that Preferred Influx Limited Member nonrecourse debt minimum gain as of the beginning of such year shall be allocated items of income and gain for the year (and, if necessary, for succeeding years) equal to that Partner's share of the net decrease in the Preferred Influx Limited Member nonrecourse debt minimum gain, as provided in Treasury Regulation Section 1.704-2(i)(4).

(b) Qualified Income Offset. Any Preferred Influx Limited Member who unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that causes or increases a negative balance in its Capital Account beyond the sum of the amount of such Partner's obligation to restore its deficit Capital Account plus its share of minimum gain shall be allocated items of income and gain sufficient to eliminate such increase or

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negative balance caused thereby, as quickly as possible, to the extent required by such Treasury Regulation.

(c) Gross Income Allocation. If any Preferred Influx Limited Member has a deficit Capital Account at the end of any Partnership fiscal year which is in excess of the sum of (i) the amount such Preferred Influx Limited Member is obligated to restore pursuant to any provision of this Agreement and (ii) the amount such Preferred Influx Limited Member is deemed to be obligated to restore pursuant to Treasury Regulation Section 1.704-2, each such Preferred Influx Limited Member shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 6.3(c) shall be made only if and to the extent that such Preferred Influx Limited Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article VI have been made as if this Section 6.3(c) were not in this Agreement.

(d) Section 704(b) Limitation. Notwithstanding any other provision of this Agreement to the contrary, no allocation of any item of income or loss shall be made to a Preferred Influx Limited Member if such allocation would not have "economic effect" pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii) or otherwise be in accordance with its interest in the Partnership within the meaning of Treasury Regulation Sections 1.704-1(b)(3) and 1.704-2. To the extent an allocation cannot be made to a Preferred Influx Limited Member due to the application of this Section 6.3(d), such allocation shall be made to the other Partner(s) entitled or required to receive such allocation hereunder.

(e) Curative Allocations. Any allocations of items of income, gain, or loss pursuant to Sections 6.3(a)-(d) shall be taken into account in computing subsequent allocations pursuant to this Article VI, so that the net amount of any items so allocated and the income, losses and other items allocated to each Preferred Influx Limited Member pursuant to this Article VI shall, to the extent possible, be equal to the net amount that would have been allocated to each Preferred Influx Limited Member had no allocations ever been made pursuant to Sections 6.3(a)-(d).

S 6.4 **Distributions Upon Liquidation of the Partnership.**

(a) Upon liquidation of the Partnership the assets of the Partnership shall be distributed no later than the later of ninety (90) days after the date of such liquidation or the end of the Partnership' taxable year in which the liquidation occurs and shall be applied in the following order of priority:

(i) To the payment of debts and liabilities of the Partnership (including amounts owed to Partners or former Partners);

(ii) Unless inconsistent with Treasury Regulation Section 1.704-1(b)(2)(ii)(b), or any successor provision, to set up any reserves which the Partnership deems reasonably necessary for contingent or unforeseen liabilities or

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obligations of the Partnership arising out of or in connection with the Business; and

(iii) After all Capital Account adjustments for the Partnership' taxable year in which the liquidation occurs (including without limitation adjustments required under Treasury Regulation Section 1.704-1(b)(2)(iv)(e), relating to distributions in kind), to the Partners in accordance with each Partner's positive Capital Account balance.

(b) The Partners intend that the allocation provisions of this Article VI produce final Capital Account balances of the Partners that will result in liquidating distributions provided for in Section 6.4(a) to be the same as if the distributions were made pursuant to Section 6.2. If and to the extent that the allocation provisions of this Article VI in the year of the Partnership' dissolution would fail to produce such final Capital Account balances, then, following the allocation of income and gain from the year in which dissolution occurs (i) such provisions shall be amended by the Partnership if and to the extent necessary to produce such result, and (ii) items of income, gain, loss and deduction for all prior open years that can be amended (i.e., those years for which the Partnership and its Partners can still file an amended federal income tax return) shall be reallocated among the Partners as reasonably determined by the Partnership to produce such result.

(c) If a Transfer of an interest in the Partnership results in a termination of the Partnership for federal income tax purposes under Section 708(b)(1)(B) of the Code (or any successor provision thereto), Section 6.4(a) shall not apply and a Partner's portion of the constructive liquidating distribution of the Partnership' assets that is deemed to occur under Treasury Regulation Section 1.708-1(b)(1)(iv) (or any similar or successor provision) shall be determined in accordance with the Capital Accounts of the Partners as determined after taking into account all Capital Account adjustments for the Partnership' taxable year ending on the date of such termination.

6.5 **Liquidation of Partner's Interest.** Except as may otherwise be required in this Agreement, if a Partner's Preferred Influx Limited Member is to be liquidated, liquidating distributions shall be made in accordance with the positive Capital Account balance of such Partner, as determined after taking into account all Capital Account adjustments for the Partnership' taxable year during which such liquidation occurs, by the end of the taxable year, or if later, within ninety (90) days after the date of such liquidation. If a Partner's Preferred Influx Limited Member is to be liquidated, it has a negative Capital Account balance and it is obligated to restore some or all of its negative Capital Account upon liquidation of the Partnership, then such Preferred Influx Limited Member shall, by the end of the taxable year or, if earlier, within ninety (90) days of the date of such liquidation, contribute cash to the Partnership in an amount equal to its negative Capital Account. Where a Partner's Preferred Influx Limited Member is to be liquidated by a partnership of distributions, such Partner's Preferred Influx Limited Member shall not be considered liquidated until the final distribution has been made. For purposes of this Section 6.5, a liquidation of a Partner's Preferred Influx Limited Member means the termination

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of the Partner's entire Preferred Influx Limited Member by means of a distribution or partnership of distributions to the Preferred Influx Limited Member by the Partnership.

6.6 **In-Kind Distributions.**

(a) Prior to a distribution of property (other than cash and other than in complete liquidation of the Partnership or a Partner's Preferred Influx Limited Member), the Capital Accounts of the Partners shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not previously been reflected in the Capital Accounts), would be allocated among the Partners if there were a taxable disposition of the property on the date of distribution.

(b) If the distribution of property (other than cash) is to a Preferred Influx Limited Member in complete liquidation of the Partner's Preferred Influx Limited Member or in liquidation of the Partnership, prior to such distribution, the Capital Accounts of the Partners shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in all the Partnership' property (that has not previously been reflected in the Capital Accounts) would be allocated among the Partners if there were a taxable disposition of all such property on the date of the liquidating distribution.

(c) If any assets of the Partnership are distributed to the Partners in kind, the Partners shall own and hold the same as tenants in common.

6.7 **Additional Tax Allocation Provisions.**

(a) For income tax purposes, allocations of income and loss (and items thereof) shall be made in accordance with the foregoing allocations of income, gain and loss for financial purposes.

(b) Notwithstanding anything to the contrary contained herein, items of income, gain, loss and deduction with respect to property, other than cash, contributed to the Partnership by a Preferred Influx Limited Member or with respect to an adjustment to the Partners' Capital Accounts to reflect a revaluation of the Business, shall be allocated among the Partners so as to take into account the variation between the basis of the property to the Partnership and its fair market value at the time of contribution or, in the case of a revaluation of the Business, the variation between the basis of the Business to the Partnership and its fair market value as of the date of revaluation, as provided in Section 704(c) of the Code and Regulations thereunder and Treasury Regulations Section 1.704-1(b)(2)(iv)(g).

(c) As between a Preferred Influx Limited Member who has Transferred all or part of its Preferred Influx Limited Member and its transferee, all items of income, gain, deduction and loss, for any year shall be apportioned on the basis of the number of days in each such year that each was the holder of such Preferred Influx Limited Member (making any adjustments necessary to comply with the provisions of Section 706(d)(2) of

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the Code), without regard to the results of the Partnership' operations during the period before and after the date of such Transfer, provided that if both the transferor and transferee consent thereto a special closing of the books shall be had as of the effective date of such Transfer and the apportionment of items of income and gain, and deduction and loss, shall be made on the basis of actual operating results. Notwithstanding the above, gain or loss resulting from a Major Capital Event or a Liquidating Event shall be allocated only to those persons who are Partners as of the date on which such transaction is consummated.

6.8 **Withholding from Distributions.** Notwithstanding any other provision of this Agreement to the contrary, each Preferred Influx Limited Member authorizes the Partnership to withhold and to pay over to the Service (or any other applicable taxing authority), or otherwise pay, any withholding or other taxes payable by the Partnership with respect to such Preferred Influx Limited Member as a result of such Partner's participation in the Partnership. If and to the extent that the Partnership is required to withhold or to pay any such taxes, such Preferred Influx Limited Member shall be deemed for all purposes to have received a distribution from the Partnership with respect to such Partner's Preferred Influx Limited Member at the time such withholding or tax is withheld or paid. If the aggregate amount of such withholdings or payments for a Preferred Influx Limited Member exceeds the distribution to which such Preferred Influx Limited Member is entitled for such period, then the amount of such excess shall be considered a loan from the Partnership to such Partner. Such loan shall bear interest at the greater of (i) eight percent (8%) per annum, cumulated and compounded annually, and (ii) the prime rate of interest periodically announced by the Wall Street Journal plus five percent (5%) and shall be payable in full, upon demand. The Partnership will notify such Preferred Influx Limited Member in writing of the fact that the Partnership is making such a loan to such Preferred Influx Limited Member on its behalf to pay the required withholding. The Preferred Influx Limited Member may contribute to the Partnership the required withholding amount in lieu of borrowing from the Partnership. Such contribution shall not be a credit to such contributing Partner's Commitment, nor shall it be treated as a Capital Contribution. The Partnership is authorized to withhold and apply all subsequent amounts distributable to such Preferred Influx Limited Member to the repayment of the loan made to such Partner. All withholdings under this Section 6.8 shall be at the maximum possible rate applicable to such distributions or income.

ARTICLE VII
FISCAL MATTERS

7.1 **Fiscal Year.** The fiscal year of the Partnership shall be as required under Section 706 of the Code.

7.2 **Books and Records.** The Partnership shall keep, or cause to be kept, at the expense of the Partnership, full and accurate books and records of all transactions of the Partnership in accordance with accepted accounting principles, consistently applied. Among such books and records The Partnership shall keep:

(a) A current list of the following items:

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(i) the name and mailing address of each Partner, separately identifying in alphabetical order The Partnership and the Preferred Influx Limited Member;

(ii) the last known street address of the business or residence of each Preferred Influx Limited Member;

(iii) the Preferred Influx Limited Member of each Partner; and

(iv) the names of the Partners of each specified class if one or more classes or groups is established.

(b) Copies of the Partnership' federal, state and local tax returns for each of the Partnership' six most recent tax years;

(c) A copy of this Agreement, the Certificate, all amendments and restatements, executed copies of any powers of attorney under which this Agreement, the Certificate and any and all amendments or restatements thereto have been executed. All of such books and records shall, at all times, be maintained at the principal place of business of the Partnership and the Preferred Influx Limited Member shall have the right to inspect and copy any of them, at its own expense, during normal business hours.

7.3 **Reports and Statements.**

(a) Within one hundred twenty (120) days after the end of each fiscal year of the Partnership, The Partnership shall, at the expense of the Partnership, cause to be delivered to the Preferred Influx Limited Member such financial statements and such other information as The Partnership believes to be necessary for the Preferred Influx Limited Member to be advised of the financial status and results of operations of the Partnership.

(b) The Partnership shall report to the Preferred Influx Limited Member any significant development materially adversely affecting the Partnership, its assets or the Business, as soon as practicable following the occurrence of such development.

7.4 **Tax Returns.** The Partnership shall cause to be prepared and delivered to the Preferred Influx Limited Member on or before seventy-five (75) days following the end of each fiscal year, at the expense of the Partnership, all federal and any required state and local income tax returns for the Partnership for the preceding fiscal year. If the Partnership' income tax returns are audited, The Partnership shall retain, at the expense of the Partnership, accountants and other professionals to participate in such audit in order to contest assertions by the auditing agent that may be materially adverse to the Partners.

7.5 **Bank Accounts.** The Partnership, in the name of the Partnership, shall open and maintain a special bank account or accounts in a bank or savings and loan association, the

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deposits of which are insured by an agency of the United States government, in which shall be deposited all funds of the Partnership. There shall be no commingling of the property and assets of the Partnership with the property and assets of any other Person.

7.6 **Tax Elections.** The Partnership shall determine all federal income tax elections available to the Partnership.

ARTICLE VIII
TRANSFERS

8.1 **Restriction on Transfers.** Except as expressly permitted under the provisions of this Agreement, no Preferred Influx Limited Member shall or can be transferred without the written consent of The Partnership.

8.2 **Assumption by Transferee.** Any transferee to whom all or any part of a Preferred Influx Limited Member may be Transferred pursuant to this Agreement shall take such Preferred Influx Limited Member subject to all of the terms and conditions of this Agreement and shall not be considered to have title thereto until said transferee shall have accepted and assumed the terms and conditions of this Agreement by a written agreement to that effect, at which time such transferee shall be admitted as a substitute Preferred Influx Limited Member and shall succeed to all rights of its transferor except as such rights may be otherwise limited by other provisions of this Agreement.

8.3 **Cost of Transfers.** The transferor and, if it fails or refuses to do so, then the transferee, of any Preferred Influx Limited Member Interests shall reimburse the Partnership for all costs incurred by the Partnership resulting from any Transfer.

8.4 **Effect of Attempted Disposition in Violation of this Agreement.** Any attempted Transfer of any Preferred Influx Limited Member Interests in breach of this Agreement shall be null and void and of no effect whatever.

ARTICLE IX
RESIGNATION, WITHDRAWAL AND REMOVAL OF THE PARTNERSHIP; ADMISSION OF NEW THE PARTNERSHIP

9.1 **Voluntary Resignation or Withdrawal of The Partnership.** The Partnership may not withdraw its interest in the Partnership, Transfer its interest to any Person or admit any Person as a substitute The Partnership except as provided in Article VIII or this Article IX.

9.2 **Substitute and Additional Preferred Influx Limited Member.** To the extent permitted under Texas law, The Partnership may, with the consent of the Preferred Influx Limited Members, at any time designate additional Persons to be Preferred Influx Limited Members, whose interest in the Partnership shall be such as shall be agreed upon by The Partnership and such additional Preferred Influx Limited Member, so long as the Preferred Influx Limited Member of the Partnership shall not be affected thereby.

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9.3 **Admission of a Successor Manager of The Partnership.** Any successor Person shall be admitted as the manager of the Partnership if the following terms and conditions are satisfied:

(a) The written consent of the Preferred Influx Limited Members to the admission of such Person as a manager has been obtained;

(b) The successor Person shall have accepted and assumed all the terms and provisions of this Agreement;

(c) If the successor Person is an entity, it shall have provided counsel for the Partnership with a certified copy of a resolution of its governing board authorizing it to become the manager of The Partnership under the terms and conditions of this Agreement; and

(d) The successor Person shall have executed this Agreement and such other documents or instruments as may be required or appropriate in order to effect the admission of such Person as the manager of The Partnership.

ARTICLE X
WINDING UP AND LIQUIDATION

10.1 **Liquidation.**

(a) It is the intention of the Partners that the Business be continued by the Partners, or those remaining, pursuant to the provisions of this Agreement, notwithstanding the occurrence of any event which would result in a statutory winding up and liquidation of the Partnership pursuant to the laws of the State of Texas, and no Preferred Influx Limited Member shall be released or relieved of any duty or obligation hereunder by reason thereof; provided, however, that the Business shall be terminated, its affairs wound-up and its property and assets distributed in liquidation on the earlier to occur of:

(i) a determination by The Partnership that the Business should be terminated;

(ii) the bankruptcy or insolvency of the Partnership;

(iii) subject to the provisions of Section 10.1(b), the bankruptcy, insolvency, or withdrawal from the Partnership of the last remaining The Partnership;

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(iv) the date upon which a Liquidating Event occurs, and all payments have been received; or

(v) entry of a decree of judicial dissolution.

For purposes of this Agreement, bankruptcy shall be deemed to have occurred when the Person in question files a petition under any section or chapter of the Federal Bankruptcy Code, as amended, or becomes subject to an order for relief under Title 11 of the United States Code Annotated or is declared bankrupt or insolvent in a state bankruptcy or insolvency hearing.

(b) Upon the occurrence of any event set forth in Section 10.1(a)(iv) with respect to the last remaining The Partnership, the Business shall be continued pursuant to the provisions of this Agreement if, within a period of ninety (90) days from the date of such occurrence, such number of Partners as required under the TBOC shall elect in writing that it be so continued and shall designate one or more Persons to be admitted to the Partnership as a Preferred Influx Limited Member. Any such Person shall upon admission to the Partnership succeed to all of the rights and powers of a The Partnership, provided that the former Preferred Influx Limited Member shall retain and be entitled to its share of profits, losses, distributions, and capital associated with Preferred Influx Limited Member.

10.2 **Wind-Up of Affairs.** As expeditiously as possible following the occurrence of an event giving rise to a termination of the Business, The Partnership (or a special liquidator who may be appointed by the Preferred Influx Limited Members if the termination results from a circumstance described in Section 10.1(a)(iv) relative to The Partnership) shall wind-up the affairs of the Partnership, sell the Business and assets for cash at the highest price reasonably obtainable, distribute the proceeds in accordance with Section 6.4 in liquidation of the Partnership and file a certificate of cancellation with the Secretary of State of Texas. In no event shall there be a distribution of the Business and assets of the Partnership in kind, unless both Partners approve such distribution.

ARTICLE XI
MISCELLANEOUS

11.1 **Amendments.** In addition to the right of The Partnership to amend certain of the provisions of this Agreement by reason of the power of attorney granted to The Partnership under Section 5.4, this Agreement may be amended by instrument in writing executed by both Partners.

11.2 **Other Activities.** Any Preferred Influx Limited Member may engage or possess an interest in other business ventures of every nature and description, independently or with others, and neither the Partnership nor either Preferred Influx Limited Member shall have any right by virtue of this Agreement in and to such other ventures or to the income or property derived therefrom.

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11.3 **Partition.** No Preferred Influx Limited Member shall be entitled to a partition of the Business or any other assets of the Partnership, notwithstanding any provision of law to the contrary.

11.4 **Notices.** All notices, demands, requests or other communications that may be or are required to be given, served or sent by a Preferred Influx Limited Member pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery, telegram or facsimile transmission addressed as set forth on the signature pages hereof. Each Preferred Influx Limited Member may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that is mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile transmission) the answer back being deemed conclusive evidence of such delivery or at such time as delivery is refused by the addressee upon presentation.

11.5 **Provisions Severable.** Every provision of this Agreement is intended to be severable and, if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

11.6 **Counterparts.** This Agreement, and any amendments hereto, may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

11.7 **Headings.** The headings of the various Sections are intended solely for convenience of reference, and shall not be deemed or construed to explain, modify or place any construction upon the provisions hereof.

11.8 **Successors and Assigns.** This Agreement and any amendments hereto shall be binding upon and, to the extent expressly permitted by the provisions hereof, shall inure to the benefit of the Partners and their respective heirs, legal representatives, successors and assigns.

11.9 **APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF ONE PREFERRED INFLUX LIMITED MEMBERTO ANOTHER ARE PERFORMABLE IN DALLAS COUNTY, TEXAS.**

11.10 NOTICE OF INDEMNIFICATION. THE PARTNERS ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONTAINS CERTAIN INDEMNIFICATION PROVISIONS PURSUANT TO SECTION 4.8.

[Signature Page Follows]

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The Partners have executed this Agreement this_____day of _____, 2015.

THE PARTNERSHIP:

INSURED LIQUIDITY
PARTNERS CFG I LLC,
a Texas limited liability company

By:_____
Urshel Metcalf

As: Manager

Address: 2101 Cedar Springs Rd.
Suite 1050
Dallas, Texas 75201

PREFERRED INFLUX LIMITED MEMBER:

PREFERRED INFLUX LIMITED MEMBER
An Individual

By:_____
Preferred Influx Limited Member
As:: An Individual

Address: _____

_____

37914.2/350992.1

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EXHIBIT "A"

Partners; Preferred Influx Limited Members

Partners:

The Partnership:

Insured Liquidity Partners CFG I LLC	10%

Preferred Influx Limited Members (pro-rata):

Preferred Influx Limited Member(s) pro-rata	90%

Post Preferred Return of 12% Annually, Paid Quarterly

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FW-04043 OE Capital
EXHIBIT
BB 20 5-5-16

OE | CAPITAL PARTNERS

CONFIDENTIAL LIMITED OFFERING MEMORANDUM

Insured Liquidity for an Ensured Outcome

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Name of Offeree: Scott Kennedy PPM Number: 0061

CONFIDENTIAL PRIVATE OFFERING MEMORANDUM

ILP CFG II

INSURED LIQUIDITY PARTNERS CFG II LLC

An OE Capital Partners venture Partnership

Amount of Offering	10,000,000.00
Close of Offering Period	December 31, 2016
Price Per Unit	$50,000.00
Minimum Offering	$500,000.00

ILP CFG II LLC, LLC (the "Company" or "Abbreviated Company Name"), a Texas Company, is offering a minimum of 500,000 and a maximum of 10,000,000 membership units for $50,000.00 per unit. The offering price per unit has been arbitrarily determined by the Company

See Risk Factors: Offering Price.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), THE SECURITIES LAWS OF THE STATE OF TEXAS, OR UNDER THE SECURITIES LAWS OF ANY OTHER STATE OR JURISDICTION IN RELIANCE UPON THE EXEMPTIONS FROM REGISTRATION PROVIDED BY THE ACT AND REGULATION D RULE 506 PROMULGATED THEREUNDER, AND THE COMPARABLE EXEMPTIONS FROM REGISTRATION PROVIDED BY OTHER APPLICABLE SECURITIES LAWS.

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	Sale Price	Selling Commissions (2)	Proceeds to Company (3)
Per Unit	$50,000	$2,500	$47,500
Minimum	$500,000	$25,000	$475,000
Maximum	$10,000,000	$825,000	$9,175,000

The Date of this Memorandum is March 2nd, 2015

(1) The Company reserves the right to waive the 1 Unit minimum subscription for any investor. The Offering is not underwritten. The Units are offered on a "best efforts" basis by the Company through its officers and directors. The Company has set a minimum offering amount of 10 Units with minimum gross proceeds of $500,000 for this Offering. All proceeds from the sale of Units up to $500,000 will be deposited in an escrow account. Upon the sale of $500,000 of Units, all proceeds will be delivered directly to the Company's corporate account and be available for use by the Company at its discretion.

(2) Units may also be sold by FINRA member brokers or dealers who enter into a Participating Dealer Agreement with the Company, who will receive commissions of up to 10% of the price of the Units sold. The Company reserves the right to pay expenses related to this Offering from the proceeds of the Offering. See "PLAN OF PLACEMENT and USE OF PROCEEDS" section.

(3) The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date upon which all Units have been sold, or (c) June 30, 2015, or such date as may be extended from time to time by the Company, but not later than 180 days thereafter (the "Offering Period".)

THIS OFFERING IS NOT UNDERWRITTEN. THE OFFERING PRICE HAS BEEN ARBITRARILY SET BY THE MANAGEMENT OF THE COMPANY. THERE CAN BE NO ASSURANCE THAT ANY OF THE SECURITIES WILL BE SOLD.

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. BECAUSE THESE SECURITIES HAVE NOT BEEN SO REGISTERED, THERE MAY BE RESTRICTIONS ON

THEIR TRANSFERABILITY OR RESALE BY AN INVESTOR. EACH PROSPECTIVE INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT HE MUST BEAR THE ECONOMIC RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD, SINCE THE SECURITIES MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER THE APPLICABLE SECURITIES ACTS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. THERE IS NO TRADING MARKET FOR THE COMPANY'S MEMBERSHIP UNITS AND THERE CAN BE NO ASSURANCE THAT ANY MARKET WILL DEVELOP IN THE FUTURE OR THAT THE UNITS WILL BE ACCEPTED FOR INCLUSION ON NASDAQ OR ANY OTHER TRADING EXCHANGE AT ANY TIME IN THE FUTURE. THE COMPANY IS NOT OBLIGATED TO REGISTER FOR SALE UNDER EITHER FEDERAL OR STATE SECURITIES LAWS THE UNITS PURCHASED PURSUANT HERETO, AND THE ISSUANCE OF THE UNITS IS BEING UNDERTAKEN PURSUANT TO RULE 506 OF REGULATION D UNDER THE SECURITIES ACT. ACCORDINGLY, THE SALE, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE UNITS, WHICH ARE PURCHASED PURSUANT HERETO, MAY BE RESTRICTED BY APPLICABLE FEDERAL OR STATE SECURITIES LAWS (DEPENDING ON THE RESIDENCY OF THE INVESTOR) AND BY THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT REFERRED TO HEREIN. THE OFFERING PRICE OF THE SECURITIES TO WHICH THE CONFIDENTIAL TERM SHEET RELATES HAS BEEN ARBITRARILY ESTABLISHED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

No person is authorized to give any information or make any representation not contained in the Memorandum and any information or representation not contained herein must not be relied upon. Nothing in this Memorandum should be construed as legal or tax advice.

The Management of the Company has provided all of the information stated herein. The Company makes no express or implied representation or warranty as to the completeness of this information or, in the case of projections, estimates, future plans, or forward looking assumptions or statements, as to their attainability or the accuracy and completeness of the assumptions from which they are derived, and it is expected that each prospective investor will pursue his, her, or its own independent investigation. It

must be recognized that estimates of the Company's performance are necessarily subject to a high degree of uncertainty and may vary materially from actual results.

Other than the Company's Management, no one has been authorized to give any information or to make any representation with respect to the Company or the Units that is not contained in this Memorandum. Prospective investors should not rely on any information not contained in this Memorandum.

This Memorandum does not constitute an offer to sell or a solicitation of an offer to buy to anyone in any jurisdiction in which such offer or solicitation would be unlawful or is not authorized or in which the person making such offer or solicitation is not qualified to do so. This Memorandum does not constitute an offer if the prospective investor is not qualified under applicable securities laws.

This offering is made subject to withdrawal, cancellation, or modification by the Company without notice and solely at the Company's discretion. The Company reserves the right to reject any subscription or to allot to any prospective investor less than the number of units subscribed for by such prospective investor.

This Memorandum has been prepared solely for the information of the person to whom it has been delivered by or on behalf of the Company. Distribution of this Memorandum to any person other than the prospective investor to whom this Memorandum is delivered by the Company and those persons retained to advise them with respect thereto is unauthorized. Any reproduction of this Memorandum, in whole or in part, or the divulgence of any of the contents without the prior written consent of the Company is strictly prohibited. Each prospective investor, by accepting delivery of this Memorandum, agrees to return it and all other documents received by them to the Company if the prospective investor's subscription is not accepted or if the Offering is terminated.

By acceptance of this Memorandum, prospective investors recognize and accept the need to conduct their own thorough investigation and due diligence before considering a purchase of the Units. The contents of this Memorandum should not be considered to be investment, tax, or legal advice and each prospective investor should consult with their own counsel and advisors as to all matters concerning an investment in this Offering.

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I. JURISDICTIONAL (NASAA) LEGENDS

FOR RESIDENTS OF ALL STATES: THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN A PARTICULAR STATE. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE HEREBY ADVISED TO CONTACT THE COMPANY. THE SECURITIES DESCRIBED IN THIS MEMORANDUM HAVE NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS (COMMONLY CALLED "BLUE SKY" LAWS) THESE SECURITIES MUST BE ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION OF SUCH SECURITIES UNDER SUCH LAWS, OR AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THE STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OF SALE MAY BE MADE IN ANY PARTICULAR STATE.

1. NOTICE TO ALABAMA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE ALABAMA SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ALABAMA SECURITIES COMMISSION. THE COMMISSION DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

2. NOTICE TO ALASKA RESIDENTS ONLY: THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED WITH THE ADMINISTRATOR OF SECURITIES OF THE STATE OF ALASKA UNDER PROVISIONS OF 3 AAC 08.500-3 AAC 08.504. THE INVESTOR IS ADVISED THAT THE ADMINISTRATOR HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE ADMINISTRATOR. THE FACT OF REGISTRATION DOES NOT MEAN THAT THE ADMINISTRATOR HAS PASSED IN ANY WAY UPON THE MERITS, RECOMMENDED, OR APPROVED THE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A VIOLATION OF 45.55.170. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

3. NOTICE TO ARIZONA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE ARIZONA SECURITIES ACT IN RELIANCE UPON AN

EXEMPTION FROM REGISTRATION PURSUANT TO A.R.S. SECTION 44-1844 (1) AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE ALSO REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

4. NOTICE TO ARKANSAS RESIDENTS ONLY: THESE SECURITIES ARE OFFERED IN RELIANCE UPON CLAIMS OF EXEMPTION UNDER THE ARKANSAS SECURITIES ACT AND SECTION 4(2) OF THE SECURITIES ACT OF 1933. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ARKANSAS SECURITIES DEPARTMENT OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE DEPARTMENT NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, MADE ANY RECOMMENDATIONS AS TO THEIR PURCHASE, APPROVED OR DISAPPROVED THIS OFFERING OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

5. FOR CALIFORNIA RESIDENTS ONLY: THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS OFFERING HAS NOT BEEN QUALIFIED WITH COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATIONS IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPTED FROM QUALIFICATION BY SECTION 25100, 25102, OR 25104 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS OFFERING ARE EXPRESSLY CONDITION UPON SUCH QUALIFICATIONS BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

6. FOR COLORADO RESIDENTS ONLY: THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991 BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991, IF SUCH REGISTRATION IS REQUIRED.

7. NOTICE TO CONNECTICUT RESIDENTS ONLY: SHARES ACQUIRED BY CONNECTICUT RESIDENTS ARE BEING SOLD AS A TRANSACTION EXEMPT UNDER SECTION 36-409(b)(9)(A) OF THE CONNECTICUT, UNIFORM SECURITIES ACT. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF CONNECTICUT. ALL INVESTORS SHOULD BE AWARE THAT THERE ARE CERTAIN RESTRICTIONS AS TO THE TRANSFERABILITY OF THE SHARES.

8. NOTICE TO DELAWARE RESIDENTS ONLY: IF YOU ARE A DELAWARE RESIDENT, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE DELAWARE SECURITIES ACT. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

9. NOTICE TO DISTRICT OF COLUMBIA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES BUREAU OF

THE DISTRICT OF COLUMBIA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

10. NOTICE TO FLORIDA RESIDENTS ONLY: THE SHARES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED WITH THE FLORIDA DIVISION OF SECURITIES AND INVESTOR PROTECTION UNDER THE FLORIDA SECURITIES ACT. THE SHARES REFERRED TO HEREIN WILL BE SOLD TO, AND ACQUIRED BY THE HOLDER IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF SAID ACT. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL OFFEREES WHO ARE FLORIDA RESIDENTS SHOULD BE AWARE THAT SECTION 517.061(11)(a)(5) OF THE ACT PROVIDES, IN RELEVANT PART, AS FOLLOWS: "WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN [FLORIDA], ANY SALE IN [FLORIDA] MADE PURSUANT TO [THIS SECTION] IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN 3 DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT OR WITHIN 3 DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER." THE AVAILABILITY OF THE PRIVILEGE TO VOID SALES PURSUANT TO SECTION 517.061(11) IS HEREBY COMMUNICATED TO EACH FLORIDA OFFEREE. EACH PERSON ENTITLED TO EXERCISE THE PRIVILEGE TO AVOID SALES GRANTED BY SECTION 517.061 (11) (A)(5) AND WHO WISHES TO EXERCISE SUCH RIGHT, MUST, WITHIN 3 DAYS AFTER THE TENDER OF ANY AMOUNT TO THE COMPANY OR TO ANY AGENT OF THE COMPANY (INCLUDING THE SELLING AGENT OR ANY OTHER DEALER ACTING ON BEHALF OF THE PARTNERSHIP OR ANY SALESMAN OF SUCH DEALER) OR AN ESCROW AGENT CAUSE A WRITTEN NOTICE OR TELEGRAM TO BE SENT TO THE COMPANY AT THE ADDRESS PROVIDED IN THIS CONFIDENTIAL EXECUTIVE SUMMARY. SUCH LETTER OR TELEGRAM MUST BE SENT AND, IF POSTMARKED, POSTMARKED ON OR PRIOR TO THE END OF THE AFOREMENTIONED THIRD DAY. IF A PERSON IS SENDING A LETTER, IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ASSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. SHOULD A PERSON MAKE THIS REQUEST ORALLY, HE MUST ASK FOR WRITTEN CONFIRMATION THAT HIS REQUEST HAS BEEN RECEIVED.

11. NOTICE TO GEORGIA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE GEORGIA SECURITIES ACT PURSUANT TO REGULATION 590-4-5-04 AND -01. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

12. NOTICE TO HAWAII RESIDENTS ONLY: NEITHER THIS PROSPECTUS NOR THE SECURITIES DESCRIBED HEREIN BEEN APPROVED OR DISAPPROVED BY THE COMMISSIONER OF SECURITIES OF THE STATE OF HAWAII NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS.

13. NOTICE TO IDAHO RESIDENTS ONLY: THESE SECURITIES EVIDENCED

HEREBY HAVE NOT BEEN REGISTERED UNDER THE IDAHO SECURITIES ACT IN RELIANCE UPON EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 30-14-203 OR 302(c) THEREOF AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SAID ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SAID ACT.

14. NOTICE TO ILLINOIS RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF THE STATE OF ILLINOIS NOR HAS THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OR ADEQUACY OF THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

15. NOTICE TO INDIANA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 23-2-1-2 OF THE INDIANA SECURITIES LAW AND HAVE NOT BEEN REGISTERED UNDER SECTION 23-2-1-3. THEY CANNOT THEREFORE BE RESOLD UNLESS THEY ARE REGISTERED UNDER SAID LAW OR UNLESS AN EXEMPTION FORM REGISTRATION IS AVAILABLE. A CLAIM OF EXEMPTION UNDER SAID LAW HAS BEEN FILED, AND IF SUCH EXEMPTION IS NOT DISALLOWED SALES OF THESE SECURITIES MAY BE MADE. HOWEVER, UNTIL SUCH EXEMPTION IS GRANTED, ANY OFFER MADE PURSUANT HERETO IS PRELIMINARY AND SUBJECT TO MATERIAL CHANGE.

16. NOTICE TO IOWA RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED; THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

17. NOTICE TO KANSAS RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 81-5-6 OF THE KANSAS SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

18. NOTICE TO KENTUCKY RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 808 OF THE KENTUCKY SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

19. NOTICE TO LOUISIANA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 1 OF THE LOUISIANA SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

20. NOTICE TO MAINE RESIDENTS ONLY: THE ISSUER IS REQUIRED TO MAKE A REASONABLE FINDING THAT THE SECURITIES OFFERED ARE A SUITABLE INVESTMENT FOR THE PURCHASER AND THAT THE PURCHASER IS FINANCIALLY ABLE TO BEAR THE RISK OF LOSING THE ENTIRE AMOUNT INVESTED.

THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION UNDER §16202(15) OF THE MAINE UNIFORM SECURITIES ACT AND ARE NOT REGISTERED WITH THE SECURITIES ADMINISTRATOR OF THE STATE OF MAINE.

THE SECURITIES OFFERED FOR SALE MAY BE RESTRICTED SECURITIES AND THE HOLDER MAY NOT BE ABLE TO RESELL THE SECURITIES UNLESS:

(1) THE SECURITIES ARE REGISTERED UNDER STATE AND FEDERAL SECURITIES LAWS, OR

(2) AN EXEMPTION IS AVAILABLE UNDER THOSE LAWS.

21. NOTICE TO MARYLAND RESIDENTS ONLY: IF YOU ARE A MARYLAND RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING SOLD AS A TRANSACTION EXEMPT UNDER SECTION 11-602(9) OF THE MARYLAND SECURITIES ACT. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MARYLAND. ALL INVESTORS SHOULD BE AWARE THAT THERE ARE CERTAIN RESTRICTIONS AS TO THE TRANSFERABILITY OF THE SHARES.

22. NOTICE TO MASSACHUSETTS RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MASSACHUSETTS UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THIS OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

23. NOTICE TO MICHIGAN RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SECTION 451.701 OF THE MICHIGAN UNIFORM SECURITIES ACT (THE ACT) AND MAY BE TRANSFERRED OR RESOLD BY RESIDENTS OF MICHIGAN ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THE ACT, OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 10% OF THE INVESTOR'S NET WORTH.

24. NOTICE TO MINNESOTA RESIDENTS ONLY: THESE SECURITIES BEING OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR

OTHERWISE DISPOSED OF EXCEPT PURSUANT TO REGISTRATION, OR AN EXEMPTION THEREFROM.

25. NOTICE TO MISSISSIPPI RESIDENTS ONLY: THE SHARES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE MISSISSIPPI SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE MISSISSIPPI SECRETARY OF STATE OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE SECRETARY OF STATE NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, OR APPROVED OR DISAPPROVED THIS OFFERING. THE SECRETARY OF STATE DOES NOT RECOMMEND THE PURCHASE OF THESE OR ANY OTHER SECURITIES. EACH PURCHASER OF THE SECURITIES MUST MEET CERTAIN SUITABILITY STANDARDS AND MUST BE ABLE TO BEAR AN ENTIRE LOSS OF THIS INVESTMENT. THE SECURITIES MAY NOT BE TRANSFERRED FOR A PERIOD OF ONE (1) YEAR EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE MISSISSIPPI SECURITIES ACT OR IN A TRANSACTION IN COMPLIANCE WITH THE MISSISSIPPI SECURITIES ACT.

26. FOR MISSOURI RESIDENTS ONLY: THE SECURITIES OFFERED HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE PURCHASER IN A TRANSACTION EXEMPT UNDER SECTION 4.G OF THE MISSOURI SECURITIES LAW OF 1953, AS AMENDED. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MISSOURI. UNLESS THE SECURITIES ARE SO REGISTERED, THEY MAY NOT BE OFFERED FOR SALE OR RESOLD IN THE STATE OF MISSOURI, EXCEPT AS A SECURITY, OR IN A TRANSACTION EXEMPT UNDER SAID ACT.

27. NOTICE TO MONTANA RESIDENTS ONLY: IN ADDITION TO THE INVESTOR SUITABILITY STANDARDS THAT ARE OTHERWISE APPLICABLE, ANY INVESTOR WHO IS A MONTANA RESIDENT MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) IN EXCESS OF FIVE (5) TIMES THE AGGREGATE AMOUNT INVESTED BY SUCH INVESTOR IN THE SHARES.

28. NOTICE TO NEBRASKA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER CHAPTER 15 OF THE NEBRASKA SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

29. NOTICE TO NEVADA RESIDENTS ONLY: IF ANY INVESTOR ACCEPTS ANY OFFER TO PURCHASE THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 49:3-60(b) OF THE NEVADA SECURITIES LAW. THE INVESTOR IS HEREBY ADVISED THAT THE ATTORNEY GENERAL OF THE STATE OF NEVADA HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING AND THE FILING OF THE OFFERING WITH THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE, OR SALE THEREOF, BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEVADA. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. NEVADA ALLOWS THE SALE OF SECURITIES TO 25 OR FEWER PURCHASERS IN THE STATE WITHOUT REGISTRATION. HOWEVER,

CERTAIN CONDITIONS APPLY, I.E., COMMISSIONS ARE LIMITED TO LICENSED BROKER-DEALERS. THIS EXEMPTION IS GENERALLY USED WHERE THE PROSPECTIVE INVESTOR IS ALREADY KNOWN AND HAS A PRE-EXISTING RELATIONSHIP WITH THE COMPANY. (SEE NRS 90.530.11.)

30. NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY: NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE UNDER THIS CHAPTER HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

31. NOTICE TO NEW JERSEY RESIDENTS ONLY: IF YOU ARE A NEW JERSEY RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THIS MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

32. NOTICE TO NEW MEXICO RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE NEW MEXICO DEPARTMENT OF BANKING NOR HAS THE SECURITIES DIVISION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

33. NOTICE TO NEW YORK RESIDENTS ONLY: THIS DOCUMENT HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE COMPANY HAS TAKEN NO STEPS TO CREATE AN AFTER MARKET FOR THE SHARES OFFERED HEREIN AND HAS MADE NO ARRANGEMENTS WITH BROKERS OF OTHERS TO TRADE OR MAKE A MARKET IN THE SHARES. AT SOME TIME IN THE FUTURE, THE COMPANY MAY ATTEMPT TO ARRANGE FOR INTERESTED BROKERS TO TRADE OR MAKE A MARKET IN THE SECURITIES AND TO QUOTE THE SAME IN A PUBLISHED QUOTATION MEDIUM, HOWEVER, NO SUCH ARRANGEMENTS HAVE BEEN MADE AND THERE IS NO ASSURANCE THAT ANY BROKERS WILL EVER HAVE SUCH AN INTEREST IN THE SECURITIES OF THE COMPANY OR THAT THERE WILL EVER BE A MARKET THEREFORE.

34. NOTICE TO NORTH CAROLINA RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FORGOING AUTHORITIES HAVE NOT CONFIRMED ACCURACY OR DETERMINED ADEQUACY OF THIS DOCUMENT. REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

35. NOTICE TO NORTH DAKOTA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

36. NOTICE TO OHIO RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 107.03(2) OF THE OHIO SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

37. NOTICE TO OKLAHOMA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED FOR SALE IN THE STATE OF OKLAHOMA IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION FOR PRIVATE OFFERINGS. ALTHOUGH A PRIOR FILING OF THIS MEMORANDUM AND THE INFORMATION HAS BEEN MADE WITH THE OKLAHOMA SECURITIES COMMISSION, SUCH FILING IS PERMISSIVE ONLY AND DOES NOT CONSTITUTE AN APPROVAL, RECOMMENDATION OR ENDORSEMENT, AND IN NO SENSE IS TO BE REPRESENTED AS AN INDICATION OF THE INVESTMENT MERIT OF SUCH SECURITIES. ANY SUCH REPRESENTATION IS UNLAWFUL.

38. NOTICE TO OREGON RESIDENTS ONLY: THE SECURITIES OFFERED HAVE BEEN REGISTERED WITH THE CORPORATION COMMISSION OF THE STATE OF OREGON UNDER PROVISIONS OF OAR 815 DIVISION 36. THE INVESTOR IS ADVISED THAT THE COMMISSIONER HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE COMMISSIONER. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE COMPANY CREATING THE SECURITIES, AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

39. NOTICE TO PENNSYLVANIA RESIDENTS ONLY: EACH PERSON WHO ACCEPTS

AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 203(d), DIRECTLY FROM THE ISSUER OR AFFILIATE OF THIS ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY) OR ANY OTHER PERSON WITHIN TWO (2) BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO BINDING CONTRACT OF PURCHASE, WITHIN TWO (2) BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES MADE PURSUANT TO A PROSPECTUS WHICH CONTAINS A NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(m) OF THE PENNSYLVANIA SECURITIES ACT OF 1972 (70 PS § 1-207(m), YOU MAY ELECT, WITHIN TWO (2) BUSINESS DAYS AFTER THE FIRST TIME YOU HAVE RECEIVED THIS NOTICE AND A PROSPECTUS TO WITHDRAW FROM YOUR PURCHASE AGREEMENT AND RECEIVE A FULL REFUND OF ALL MONEYS PAID BY YOU. YOUR WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU NEED ONLY SEND A LETTER OR TELEGRAM TO THE ISSUER (OR UNDERWRITER IF ONE IS LISTED ON THE FRONT PAGE OF THE PROSPECTUS) INDICATING YOUR INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF YOU ARE SENDING A LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSGTI THAT IT IS RECEIVED AND ALSO EVIDENCE THE TIME WHEN IT WAS MAILED. SHOULD YOU MAKE THIS REQUEST ORALLY, YOU SHOULD ASK WRITTEN CONFIRMATION THAT YOUR REQUEST HAS BEEN RECEIVED. NO SALE OF THE SECURITIES WILL BE MADE TO RESIDENTS OF THE STATE OF PENNSYLVANIA WHO ARE NON-ACCREDITED INVESTORS. EACH PENNSYLVANIA RESIDENT MUST AGREE NOT TO SELL THESE SECURITIES FOR A PERIOD OF TWELVE (12) MONTHS AFTER THE DATE OF PURCHASE, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION. THE SECURITIES HAVE BEEN ISSUED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENT OF THE PENNSYLVANIA SECURITIES ACT OF 1972. NO SUBSEQUENT RESALE OR OTHER DISPOSITION OF THE SECURITIES MAY BE MADE WITHIN 12 MONTHS FOLLOWING THEIR INITIAL SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION, AND THEREAFTER ONLY PURSUANT TO AN EFFECTIVE REGISTRATION OR EXEMPTION.

40. NOTICE TO RHODE ISLAND RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE DEPARTMENT OF BUSINESS REGULATION OF THE STATE OF RHODE ISLAND NOR HAS THE DIRECTOR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

41. NOTICE TO SOUTH CAROLINA RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE SOUTH CAROLINA UNIFORM SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE SOUTH CAROLINA SECURITIES COMMISSIONER. THE COMMISSIONER DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE

ACCURACY OR COMPLETENESS OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

42. NOTICE TO SOUTH DAKOTA RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED FOR SALE IN THE STATE OF SOUTH DAKOTA PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SOUTH DAKOTA BLUE SKY LAW, CHAPTER 47-31, WITH THE DIRECTOR OF THE DIVISION OF SECURITIES OF THE DEPARTMENT OF COMMERCE AND REGULATION OF THE STATE OF SOUTH DAKOTA. THE EXEMPTION DOES NOT CONSTITUTE A FINDING THAT THIS MEMORANDUM IS TRUE, COMPLETE, AND NOT MISLEADING, NOR HAS THE DIRECTOR OF THE DIVISION OF SECURITIES PASSED IN ANY WAY UPON THE MERITS OF, RECOMMENDED, OR GIVEN APPROVAL TO THESE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

43. NOTICE TO TENNESSEE RESIDENT ONLY: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD. EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

44. NOTICE TO TEXAS RESIDENTS ONLY: THE SECURITIES OFFERED HEREUNDER HAVE NOT BEEN REGISTERED UNDER APPLICABLE TEXAS SECURITIES LAWS AND, THEREFORE, ANY PURCHASER THEREOF MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER SUCH SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. FURTHER, PURSUANT TO §109.13 UNDER THE TEXAS SECURITIES ACT, THE COMPANY IS REQUIRED TO APPRISE PROSPECTIVE INVESTORS OF THE FOLLOWING: A LEGEND SHALL BE PLACED, UPON ISSUANCE, ON CERTIFICATES REPRESENTING SECURITIES PURCHASED
HEREUNDER, AND ANY PURCHASER HEREUNDER SHALL BE REQUIRED TO SIGN A WRITTEN AGREEMENT THAT HE WILL NOT SELL THE SUBJECT SECURITIES WITHOUT REGISTRATION UNDER APPLICABLE SECURITIES LAWS, OR EXEMPTIONS THEREFROM.

45. NOTICE TO UTAH RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE UTAH SECURITIES ACT. THE SECURITIES CANNOT BE TRANSFERRED OR SOLD EXCEPT IN TRANSACTIONS WHICH ARE EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A

TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

46. NOTICE TO VERMONT RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE STATE OF VERMONT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

47. NOTICE TO VIRGINIA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION UNDER SECTION 13.1-514 OF THE VIRGINIA SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

48. NOTICE TO WASHINGTON RESIDENTS ONLY: THE ADMINISTRATOR OF SECURITIES HAS NOT REVIEWED THE OFFERING OR PRIVATE PLACEMENT MEMORANDUM AND THE SECURITIES HAVE NOT BEEN REGISTERED IN RELIANCE UPON THE SECURITIES ACT OF WASHINGTON, CHAPTER 21.20 RCW, AND THEREFORE, CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER THE SECURITIES ACT OF WASHINGTON, CHAPTER 21.20 RCW, OR UNLESS AN EXEMPTION FROM REGISTRATION IS MADE AVAILABLE.

49. NOTICE TO WEST VIRGINIA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 15.06(b)(9) OF THE WEST VIRGINIA SECURITIES LAW AND MAY NOT BE REOFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

50. NOTICE TO WISCONSIN RESIDENTS ONLY: IN ADDITION TO THE INVESTOR SUITABILITY STANDARDS THAT ARE OTHERWISE APPLICABLE, ANY INVESTOR WHO IS A WISCONSIN RESIDENT MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) IN EXCESS OF THREE AND ONE-THIRD (3 1/3) TIMES THE AGGREGATE AMOUNT INVESTED BY SUCH INVESTOR IN THE SHARES OFFERED HEREIN.

51. FOR WYOMING RESIDENTS ONLY: ALL WYOMING RESIDENTS WHO SUBSCRIBE TO PURCHASE SHARES OFFERED BY THE COMPANY MUST SATISFY THE FOLLOWING
MINIMUM FINANCIAL SUITABILITY REQUIREMENTS IN ORDER TO PURCHASE SHARES:

(1) A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000); AND

(2) THE PURCHASE PRICE OF SHARES SUBSCRIBED FOR MAY NOT EXCEED TWENTY PERCENT (20%) OF THE NET WORTH OF THE SUBSCRIBER; AND

(3) "TAXABLE INCOME" AS DEFINED IN SECTION 63 OF THE INTERNAL REVENUE

CODE OF 1986, AS AMENDED, DURING THE LAST TAX YEAR AND ESTIMATED "TAXABLE INCOME" DURING THE CURRENT TAX YEAR SUBJECT TO A FEDERAL INCOME TAX RATE OF NOT LESS THAN THIRTY-THREE PERCENT (33%).

IN ORDER TO VERIFY THE FOREGOING, ALL SUBSCRIBERS WHO ARE WYOMING RESIDENTS WILL BE REQUIRED TO REPRESENT IN THE SUBSCRIPTION AGREEMENT THAT THEY MEET THESE WYOMING SPECIAL INVESTOR SUITABILITY REQUIREMENTS.

During the course of the Offering and prior to any sale, each offeree of the Shares and his or her professional advisor(s), if any, are invited to ask questions concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the information set forth herein. Such information will be provided to the extent the Company possess such information or can acquire it without unreasonable effort or expense.

EACH PROSPECTIVE INVESTOR WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, MANAGEMENT OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORTS OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM. IF YOU HAVE ANY QUESTIONS WHATSOEVER REGARDING THIS OFFERING, OR DESIRE ANY ADDITIONAL INFORMATION OR DOCUMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS MEMORANDUM, PLEASE WRITE OR CALL:

Pre or Post Subscription Questions about the Partnership

Patrick O. Howard, RIA
CEO, OE Capital Partners
1700 Pacific
Suite 3680
Dallas, TX 75201
214-432-8277

To Request an Appointment with Mr. Howard
Or, to attend an informational event about these units and OE Capital Partners
Dovile Soblinskas
Director of Business Development
Optimal Economics Capital Partners
214-299-8969

Dovile@oecapitalpartners.com

FOIA Confidential Treatment Requested
by K&L Gates LLP

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II. SUMMARY OF THE OFFERING

The following material is intended to summarize information contained elsewhere in this Limited Offering Memorandum (the "Memorandum"). This summary is qualified in its entirety by express reference to this Memorandum and the materials referred to and contained herein. Each prospective subscriber should carefully review the entire Memorandum and all materials referred to herein and conduct his or her own due diligence before subscribing for Membership Units.

A. The Company

ILP CFG II, LLC ("ILP CFG II", or the "Company"), began operations in February 2015, with the purpose of OPERATING A VENTURE CAPITAL FUND INVESTING UTILIZING THE OERA LIQUIDITY VEHICLE UNDER LICENSE. The Company's legal structure was formed as a limited liability company (LLC) under the laws of the State of Texas on February 20, 2015. Its principal offices are presently located at 1700 Pacific, Suite 3680 Dallas, Texas 75201. The Company's telephone number is 214-432-8277. The Managing Member of the Company is Patrick O. Howard.

B. The Benefits of LLC Membership

The limited liability company (LLC) is a relatively new form of doing business in the United States (in 1988 all 50 states enacted LLC laws). The best way to describe an LLC is to explain what it is not. An LLC is not a corporation, a partnership nor is it a sole proprietorship. The LLC is a new hybrid that combines the characteristics of a corporate structure and a partnership structure. It is a separate legal entity like a corporation but it has entitlement to be treated as a partnership for tax purposes and therefore carries with it certain tax benefits for the investors.

The owners and investors are called *members* and can be virtually any entity including individuals (domestic or foreign), corporations, other LLCs, trusts, pension plans etc. Unlike corporate stocks and shares, members purchase membership units. *Members* who hold the majority of the membership units *DO NOT* maintain controlling management of the LLC as specified in the LLC operating agreement.

The primary advantage of an LLC is limiting the liability of its members. Unless personally guaranteed, members are not personally liable for the debts and obligations of the LLC. Additionally, "pass-through" or "flow-through" taxation is available, meaning that (generally speaking) the earnings of an LLC are not subject to double taxation unlike that of a "standard"

corporation. However, they are treated like the earnings from partnerships, sole proprietorships and S corporations with an added benefit for all of its members. There is greater flexibility in structuring the LLC than is ordinarily the case with a corporation, including the ability to divide ownership and voting rights in unconventional ways while still enjoying the benefits of "pass-through" taxation. The limited liability company is becoming the entity of choice for business in every realm. Due to its flexibility and tax advantages for all of its members, it will continue to gain momentum as more and more people learn of its existence.

C. Operations

This is an executive summary describing the:

1. Partnership portfolio asset acquisition process, the Key Method
2. Capital influx acquisition process;
3. Returns capture on liquidity at risk for each discrete OERA Program.

Key Method

Encompasses 5 discrete channels to identify businesses and individuals that add value to the partnership's existing or targeted assets for the injection of insured liquidity to ensure the outcome sought by the partnership's preferred limited membership units described herein by:

(1) Participating in various private equity forums in New York up to several times per year in forums which have proven to be rich start-up, early post revenue, post A round, mezzanine and mature companies that can benefit from utilizing the OERA Program in lieu of traditional debt, equity, and alternative financing structures;

(2) Providing liquidity through complementary add-on OERA Programs, or including complementary 3rd party injections to the upstream and downstream business relationships of its existing portfolio trust assets as discrete or additional line item uses of liquidity in these portfolio trust existing assets' OERA Programs;

(3) Providing Liquidity Injections into existing associate service provider firms, as needed, to ensure the servicing the liquidity injections made into portfolio trust assets by providing Intellectual Property, Markets, Infrastructure & Expertise, Enabling Technology or Capital Advisory Services required to attain the stated outcome of the asset being serviced;

(4) Funding the acquisition of stop loss assets in the form of real assets; including, but not limited to: residential and commercial real estate, land, oil & gas reserves, fungible commodities and asset based currency;

(5) Funding the acquisition of insurance contracts on the individual principals in the portfolio asset companies and individuals.

The above channels are developed, administered and mined by the manager of ILP CFG II LLC and certain of its associated companies and individuals as they perform their business services as that facet of ILP CFG II LLC under license. These channels provide a continuous, consistent, and diversified stream throughout the year to ensure that:

(1) Sufficient deal flow is always available to utilize the liquidity of the partnership;

(2) Diversification across asset classes is maintained to optimize returns and risks;

(3) Substitute portfolio assets are available to replace underperforming or non-performing assets in the portfolio;

(4) The Partnership Manager has an accurate 2 quarter look ahead for the emerging demand for liquidity from existing and emerging prospective OERA Programs in due diligence;

(5) The flow of Insured Liquidity Contracts and their aggregate cash value is sufficient to ensure liquidity equilibrium between the Influx Partnerships, OE Capital structure and the discrete OERA Program portfolio assets.

(6) Accurate and near-real time online reporting, as well as, periodic statements at quarter, year-end, cumulative, special events and program completion/wrap up is provided to the units holders in this partnership;

(7) Corrective or Special Opportunities are immediately addressed by the partnership on behalf of its unit holders.

The Manager of the partnership licenses to its associates the tools required to conduct the dynamic due diligence via the Key Methodology utilized to create the OERA Program and then to manage its performance through the programs completion or windup in 3 years or less.

Prospective Portfolio Asset OERA Programs are developed in an exhaustive 6 to 16 week deconstructive business architecture (discovering what is really there to begin with), reconstructive business integration (how to provide what is required to fill any gaps and what does it cost) (all together known as the Key Method) and what liquidity can be generated from the program.

The Key Method is designed to prove or break the prospective asset and its management during the process by:

(1) Defining the incremental impact of the representations of the assets management and current performance, as is, as to the asset's likely impact on the partnership's and the portfolio's preferred yield and waterfall performance over the 3 year horizon of the OERA Program;

(2) Endowing the risk of the deploying the liquidity requested, along with, assessing the mortality and health risk of the asset's leadership by them becoming the insured under a whole life or similar life insurance contract in the amount of the liquidity put at risk when the program is fully deployed plus the minimum preferred yield requirements to

the Preferred Limited Membership Influx Units over the 3 years of the OERA Program being contemplated;

(3) Testing the asset and its management's ability as to:

(a) Monetizing the asset's Intellectual Property;
(b) Generating New Incremental Revenues
(c) Enhance Cash Flow;
(d) Assure, Account for and Make Available the Cash Flow;
(e) Accelerate and Amplify the Returns On Liquidity At Risk under the OERA Program

(4) Determining the adequacy of the existing functional facets and the missing facets of the asset in:

(a) Intellectual Property;
(b) Product Markets;
(c) Infrastructure and Expertise;
(d) Enabling Technology including Human Capital, and;
(e) Liquidity needed to acquire these without respect to management's business plan.
(f) The dollar and non-dollar milestones to drive the injection of incremental amounts of liquidity for attainment of those milestones over 3 years (The Outcome Construction Program) up to the aggregate of the liquidity (capital) being sought by the prospective portfolio trust asset (combined an architected sources and use of liquidity;
(g) The post OERA Process impact on Preferred Yield and Waterfall performance of the partnership (Company), the portfolio of all partnerships (Companies) and the Insured Liquidity Reserves and Operations.

(5) At the conclusion of the Key Method a set of Enabling Documents are crafted as required to instantiate a, or an incremental, OERA Program for the prospective portfolio trust asset. These Enabling Documents are:

(a) Allocation of funds
(i) schedule of Architected Sources and Uses of Liquidity for the 3 years of the OERA Program;

(b) Revenue Finance Agreement with:
(i) OERA Data Analytics Module to calculate and drive royalty yield capture senior-in-the-revenue-stream returns in a defined time frame via a Specific Banking Procedures for each OERA Program.

(c) Financial Operations Agreement (FiOPs)
(i) Provides for near-real-time data capture from the asset of both financial and non-financial performance daily;
(ii) Pro-forma (milestone)
a. Balance Sheets
b. P&L
c. Sources and Uses of Liquidity

d. Banking access

(6) Upon acceptance for inclusion into the portfolio and sign-off of the investment committee:

(a) The start date for the OERA Program is set;
(b) The OERA Program commences in execution and is managed by a dedicated Performance Asset Manager for the benefit of the Series A Preferred Limited Membership Unit Holders of the partnerships (including this one) participating by injecting Influx Unit Subscription Proceeds into the OERA Program. Collection of Revenue with weekly Settlement Begins per the enabling document schedules for each OERA Program to service Preferred Yield and Waterfall returns to unit holders.

D. Business Plan

Portions of the **ILP CFG II LLC** Business Plan, included as a separate document, were prepared by the Company using assumptions, including several forward looking statements. Each prospective investor should carefully review the following Business Plan in association with this Memorandum before purchasing Units. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

E. The Offering

The Company is offering a minimum of 10 and a maximum of 200 Units at a price of $50,000.00 per Unit. Upon completion of the Offering between 10 and 200 units will be outstanding. Each purchaser must execute a Subscription Agreement making certain representations and warranties to the Company, including such purchaser's qualifications as a Suitable Investor as defined by the Securities and Exchange Commission in Rule 501(a) of Regulation D promulgated. See "REQUIREMENTS FOR PURCHASERS" section.

F. Risk Factors

See "RISK FACTORS" section in this Memorandum for certain factors that could adversely affect an investment in the Units. Those factors include, but are not limited to unanticipated obstacles to execution of the Business Plan, general economic factors, and other risks as enumerated herein.

G. Use of Proceeds

Proceeds from the sale of Units will be used to primarily Inject Liquidity from the subscription of these units into OERA Programs and prepare the manager for the formation of follow-on partnerships for the RIA discussed herein. For additional information. See "USE OF PROCEEDS" section.

H. Minimum Offering Proceeds - Escrow of Subscription Proceeds

The Company has set a minimum offering proceeds figure of $500,000 (the "minimum offering proceeds") for this Offering. All subsequent proceeds from the sale of Units will be delivered directly to the Company. See "PLAN OF PLACEMENT - ESCROW ACCOUNT ARRANGEMENT" section.

I. Membership Units

Upon the sale of the maximum number of Units from this Offering, the number of issued and outstanding units of the Company's Series A Preferred Limited Membership Units will be held as follows:

Present Members	**0%**
New Members	**100%**

J. Registrar

The Company will serve as its own registrar and transfer agent with respect to its Membership Units.

K. Subscription Period

The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date upon which all Units have been sold, or (c) December 31, 2015, or such date as may be extended from time to time by the Company, but not later than 180 days thereafter (the "Offering Period".)

III. REQUIREMENTS FOR PURCHASERS

Prospective purchasers of the Units offered by this Memorandum should give careful consideration to certain risk factors described under "RISK AND OTHER IMPORTANT

FACTORS" section and especially to the speculative nature of this investment and the limitations described under that caption with respect to the lack of a readily available market for the Units and the resulting long term nature of any investment in the Company. This Offering is available only to suitable Accredited Investors, having adequate means to assume such risks and of otherwise providing for their current needs and contingencies should consider purchasing Units.

A. General Suitability Standards

The Units will not be sold to any person unless such prospective purchaser or his or her duly authorized representative shall have represented in writing to the Company in a Subscription Agreement that:

a) The prospective purchaser has adequate means of providing for his or her current needs and personal contingencies and has no need for liquidity in the investment of the Units;

b) The prospective purchaser's overall commitment to investments which are not readily marketable is not disproportionate to his, her, or its net worth and the investment in the Units will not cause such overall commitment to become excessive; and

c) The prospective purchaser is an "Accredited Investor" (as defined below) suitable for purchase in the Units.

d) Each person acquiring Units will be required to represent that he, she, or it is purchasing the Units for his, her, or its own account for investment purposes and not with a view to resale or distribution. See "SUBSCRIPTION FOR UNITS" section.

e) A prospective investor match Company outlined suitability standards.

B. Accredited Investors

The Company will conduct the Offering in such a manner that Units may be sold to "Accredited Investors" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 (the "Securities Act"). In summary, a prospective investor will qualify as an "Accredited Investor" if he, she, or it meets any one of the following criteria:

a) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase, exceeds $1,000,000 excluding the value of the primary residence of such natural person;

b) Any 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 who has a reasonable expectation of reaching the same income level in the current year;

c) Any bank as defined in Section 3(a)(2) of the Act, or any 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; any broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934 (the "Exchange Act"); any insurance company as defined in Section 2(13) of the Exchange Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company (SBIC) licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any 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; any 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 advisor, 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 who are Accredited Investors;

d) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

e) Any organization described in Section 501(c)(3)(d) of the Internal Revenue Code, corporation, business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

f) Any director or executive officer, or general partner of the issuer of the securities being sold, or any director, executive officer, or general partner of a general partner of that issuer;

g) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 506(b)(2)(ii) of Regulation D adopted under the Act; and

h) Any entity in which all the equity owners are Accredited Investors.

C. Other Requirements

No subscription for the Units will be accepted from any investor unless he is acquiring the Units for his own account (or accounts as to which he has sole investment discretion), for investment and without any view to sale, distribution or disposition thereof. Each prospective purchaser of Units may be required to furnish such information as the Company may require to determine whether any person or entity purchasing Units is an Accredited Investor.

IV. FORWARD LOOKING INFORMATION

Some of the statements contained in this Memorandum, including information incorporated by reference, discuss future expectations, or state other forward looking information. Those statements are subject to known and unknown risks, uncertainties and other factors, several of which are beyond the Company's control, which could cause the actual results to differ materially from those contemplated by the statements. The forward looking information is based on various factors and was derived using numerous assumptions. In light of the risks, assumptions, and uncertainties involved, there can be no assurance that the forward looking information contained in this Memorandum will in fact transpire or prove to be accurate.

Important factors that may cause the actual results to differ from those expressed within may include, but are not limited to:

- The success or failure of the Company's efforts to successfully deploy the investment vehicle to prospective portfolio asset entities;
- The Company's ability to attract, build, and maintain sufficient expertise and liquidity to service the portfolio assets acquired;
- The Company's ability to attract and retain quality service provider associates to provide the requisite business architecture, business integration and results engineering as dynamic due diligence as the Company requires to execute its liquidity injection programs ;
- The effect of changing economic conditions;
- The ability of the Company to obtain adequate whole life insurance contracts on the principals of the entities into which it injects liquidity;

These along with other risks, which are described under "RISK FACTORS" may be described in future communications to members. The Company makes no representation and undertakes no

obligation to update the forward looking information to reflect actual results or changes in assumptions or other factors that could affect those statements.

V. RISK FACTORS

The purchase of Units is a speculative investment. However, the Company is backing the minimum preferred yield and principal with insurance based assets. While this should not be considered a guarantee, the company separates the risk of the underlying assets, from the return of the investor. Therefore, there is assurance of the return of principal and minimum yield distribution. Each prospective investor for the Units should carefully read this Memorandum and all Exhibits hereto. EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH HIS/HER/ITS ATTORNEYS, ACCOUNTANTS AND BUSINESS ADVISERS PRIOR TO MAKING AN INVESTMENT.

A. Development Stage Business

ILP CFG II LLC commenced operations in February 2015 and is organized as a Limited Liability Company under the laws of the State of Texas. Accordingly, the Company has only a limited history upon which an evaluation of its prospects and future performance can be made. The Company's proposed operations are subject to all business risks associated with new enterprises. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the expansion of a business, operation in a competitive industry, and the continued development of advertising, promotions and a corresponding customer base. There is a possibility that the Company could sustain losses in the future. There can be no assurances that ILP CFG II LLC will even operate profitably.

B. Inadequacy of Liquidity Influx

Gross offering proceeds of a minimum of $500,000 and a maximum of $10,000,000 may be realized. Management believes that such proceeds will capitalize and sustain ILP CFG II LLC sufficiently to allow for the implementation of the Company's Business Plans. If only a fraction of this Offering is sold, or if certain assumptions contained in Management's business plans prove to be incorrect, the Company may have inadequate funds to fully develop its business and may need debt financing or other capital investment to fully implement the Company's business plans.

C. Dependence on Management

In the early stages of development the Company's business will be significantly dependent on the Company's management team. The Company's success will be particularly dependent upon: Patrick O. Howard. The loss of any one of these individuals or firm could have a material adverse effect on the Company. See "MANAGEMENT" section.

D. Risks Associated with Expansion

The Company plans on expanding its business through the introduction of a sophisticated alternative liquidity injection vehicle for business that is neither debt nor equity, rather, it is a non-diluting non-recourse senior-in-the-revenue-stream vehicle (The OERA Program) administered by a Directed Trust. Any expansion of operations the Company may undertake will entail risks. Such actions may involve specific operational activities, which may negatively impact the profitability of the Company. Consequently, members must assume the risk that (i) such expansion may ultimately involve expenditures of funds beyond the resources available to the Company at that time, and (ii) management of such expanded operations may divert Management's attention and resources away from its existing operations, all of which factors may have a material adverse effect on the Company's present and prospective business activities.

E. Customer Base and Market Acceptance

Event driven adoption of OERA will determine the success of future ILP CFG LLC partnerships. However, existing deal flow in already architected OERA Programs, real estate stop loss assets and Insured Liquidity Contracts (Whole Life) are in place to utilize the fully subscribed partnership proceeds at $10,000,000 of ILP CFG II LLC.

F. Competition

There is no current competition from a like financing vehicle. Management believes that ILP CFG II LLC's products are demographically well positioned, top quality and unique in nature such that there are significant barriers to competition. The expertise of Management combined with the innovative nature of its marketing approach, proprietary calculus to drive the business funding programs set the Company apart from its competitors in traditional Venture Capital, Private Equity, Crowdfunding, Bank Debt and Mezzanine Growth Funds. However, there is the possibility that new competitors could seize upon ILP CFG II LLC's business model, or pilfer its proprietary calculus and produce competing products or services with similar focus. Likewise, these new competitors could be better capitalized than ILP CFG II LLC, which could give them a

significant advantage. There is the possibility that the competitors could capture significant market share of ILP CFG II LLC's intended market. In order to mitigate this risk the Company is injecting liquidity in to an associate firm to implement the proprietary intellectual property including the calculus to a secured cloud based system. This positioning makes it more advantageous for potential competitors to integrate rather than compete as the cost to reverse engineer the calculus relied upon to drive OERA Programs is cost prohibitive and requires a perspective and values set that is not identically present in business or business schools today, while also being proven in the market place. The Company's most effective strategy to create a barrier to entry is the rapid adoption of OERA via the licensing of its systems to potential competitors.

G. Availability of Insurance

The Company relies on the portfolio being able to purchase sufficient amounts of Whole Life Insurance to invert the yield/risk curve of an OERA Program as opposed to that curve with traditional debt and various forms of equity.

H. No Debt

The Company may not incur debt or pledge the assets of the partnership (Company) as collateral for any loan.

I. Unanticipated Obstacles to Execution of the Business Plan

The Company's business plans may change significantly. Many of the Company's potential business endeavors are capital intensive and may be subject to statutory or regulatory requirements. Management believes that the Company's chosen activities and strategies are achievable in light of current economic and legal conditions with the skills, background, and knowledge of the Company's principals and advisors. Management reserves the right to make significant modifications to the Company's stated strategies depending on future events.

J. Management Discretion as to Use of Proceeds

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Company and its members in order to address changed circumstances or opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net

proceeds of this Offering. Investors for the Units offered hereby will be entrusting their funds to the Company's Management, upon whose judgment and discretion the investors must depend.

K. Control by Management

As of March 2, 2015 the Company's Managing Members owned approximately 100% of the Company's voting units. Upon completion of this Offering, the Company's Managing Members will own approximately 100% of then issued and outstanding voting units, and will be able to continue to control ILP CFG II LLC. Investor members will own a preferred non-voting interest of the Company and will have no voting rights. Investor members will not have the ability to control either a vote of the Company's Managing Members or any appointed officers. See "MANAGING MEMBERS" section.

L. Return of Profits

The Company intends to retain any initial future earnings to fund operations and expand the Company's business. A member will be entitled to receive preferred returns without respect to the profitability of the partnership proportionate to the amount of units held by that member and 80% of waterfall profits above 12% post pref. For investors paying for units with qualified funds, no distributions will be paid out to them, unless otherwise requested by the investor. Rather, for qualified funds, the distributions of both preferred yield and waterfall profits shall be reinvested in OERA Programs resulting in potential CapX type returns of up to 3x over a 3 year reinvestment term where the portfolio trust performance is at plan. Performance above plan for the OERA Programs in the portfolio trust would be higher. See "DESCRIPTION OF SECURITIES" section.

M. No Assurances of Protection for Proprietary Rights; Reliance on Trade Secrets

The Company may rely on trade secrets and exclusive license of third party Intellectual Property to protect intellectual property, proprietary technology and processes, which the Company has acquired, developed or may develop in the future. There can be no assurances that secrecy obligations will be honored or that others will not independently develop similar or superior products or technology. The protection of intellectual property and/or proprietary technology through claims of trade secret status has been the subject of increasing claims and litigation by various companies both in order to protect proprietary rights as well as for competitive reasons even where proprietary claims are unsubstantiated. The prosecution of proprietary claims or the

defense of such claims is costly and uncertain given the uncertainty and rapid development of the principles of law pertaining to this area. The Company, in common with other firms, may also be subject to claims by other parties with regard to the use of intellectual property, technology information and data, which may be deemed proprietary to others.

N. Dilution

Purchasers of Units will experience no dilution as the units are offered on a fully diluted basis. 12% to all units per annum paid quarterly with pro-rata preference to assets on liquidation, wind up or expiration in 3 years or less where 200 units = 100% pre-preferred and 200 units = 80% post preferred paid in full to date. 20% at post preferred yield will be paid to the manager, OE Capital Partners.

O. Limited Transferability and Liquidity

To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each investor must acquire his Units for investment purposes only and not with a view towards distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Units. Some of these conditions may include a minimum holding period, availability of certain reports, including financial statements from ILP CFG II LLC, limitations on the percentage of Units sold and the manner in which they are sold. ILP CFG II LLC can prohibit any sale, transfer or disposition unless it receives an opinion of counsel provided at the holder's expense, in a form satisfactory to ILP CFG II LLC, stating that the proposed sale, transfer or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Units and no market is expected to develop. Consequently, owners of the Units may have to hold their investment indefinitely and may not be able to liquidate their investments in ILP CFG II LLC or pledge them as collateral for a loan in the event of an emergency.

P. Broker - Dealer Sales of Units

The Company's Membership Units are not presently included for trading on any exchange, and there can be no assurances that the Company will ultimately be registered on any exchange due to the fact that it is a limited liability company and not a corporation. The NASDAQ Stock Market, Inc. has recently enacted certain changes to the entry and maintenance criteria for listing eligibility on the NASDAQ Small Cap Market. The entry standards require at least $4 million in

net tangible assets or $750,000 net income in two of the last three years. The proposed entry standards would also require a public float of at least $1 million shares, $5 million value of public float, a minimum bid price of $2.00 per share, at least three market makers, and at least 300 shareholders. The maintenance standards (as opposed to entry standards) require at least $2 million in net tangible assets or $500,000 in net income in two of the last three years, a public float of at least 500,000 shares, a $1 million market value of public float, a minimum bid price of $1.00 per share, at least two market makers, and at least 300 shareholders.

No assurance can be given that the Membership Unit of the Company will ever qualify for inclusion on the NASDAQ System or any other trading market until such time as the Managing Members deem it necessary and the limited liability company is converted to a corporation. As a result, the Company's Membership Units are covered by a Securities and Exchange Commission rule that opposes additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and accredited investors. For transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of broker-dealers to sell the Company's securities and will also affect the ability of members to sell their units in the secondary market.

Q. Long Term Nature of Investment

An investment in the Units will be illiquid for a term of 3 years, unless otherwise defined by the Partnership Manager. As discussed above, the offer and sale of the Units will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration, which depends in part on the investment intent of the investors. Prospective investors will be required to represent in writing that they are purchasing the Units for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of Units must be willing and able to bear the economic risk of their investment for a time limit not to exceed 3 years, unless otherwise defined by the Partnership Manager. It is likely that investors will not be able to liquidate their investment in the event of an emergency.

R. No Current Market for Units

There is no current market for the Units offered in this private Offering and no market is expected to develop in the near future.

S. Compliance with Securities Laws

The Units are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Texas Securities Laws, and other applicable state securities laws. If the sale of Units were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of Units. If a number of purchasers were to obtain rescission, ILP CFG II LLC would face significant financial demands, which could adversely affect ILP CFG II LLC as a whole, as well as any non-rescinding purchasers.

T. Offering Price

The price of the Units offered has been arbitrarily established by ILP CFG II LLC, considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The Offering price bears little relationship to the assets, net worth, or any other objective criteria of value applicable to ILP CFG II LLC.

U. Lack of Firm Underwriter

The Units are offered on a "best efforts" basis by the Managing Members of ILP CFG II LLC without compensation and on a "best efforts" basis through certain FINRA registered broker-dealers, which enter into Participating Broker-Dealer Agreements with the Company. Accordingly, there is no assurance that the Company, or any FINRA broker-dealer, will sell the maximum Units offered or any lesser amount.

V. Projections: Forward Looking Information

Management has prepared projections regarding ILP CFG II LLC's anticipated financial performance. The Company's projections are hypothetical and based upon a presumed financial performance of the Company, the addition of a sophisticated and well-funded marketing plan, and other factors influencing the business of ILP CFG II LLC. The projections are based on Management's best estimate of the probable results of operations of the Company, based on present circumstances, and have not been reviewed by ILP CFG II LLC' independent accountants. These projections are based on several assumptions, set forth therein, which Management believes are reasonable. Some assumptions upon which the projections are based, however, invariably will not materialize due the inevitable occurrence of unanticipated events and circumstances beyond Management's control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales and revenues are necessarily speculative in nature. In addition, projections do not and

cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into ILP CFG II LLC's market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company's business. While Management believes that the projections accurately reflect possible future results of ILP CFG II LLC's operations, those results cannot be guaranteed.

W. General Economic Conditions

The financial success of the Company may be sensitive to adverse changes in general economic conditions in the United States, such as recession, inflation, unemployment, and interest rates. Such changing conditions could reduce demand in the marketplace for the Company's products. Management believes that the impending growth of the market, mainstream market acceptance and the targeted product line of ILP CFG II LLC will insulate the Company from excessive reduced demand. Nevertheless, ILP CFG II LLC has no control over these changes.

VI. USE OF PROCEEDS

The Company seeks to raise minimum gross proceeds of $500,000 and maximum gross proceeds of $10,000,000 from the sale of Units in this Offering. The Company intends to apply these proceeds substantially as set forth herein, subject only to reallocation by Management in the best interests of the Company.

A. Sale of Equity

Category	Maximum Proceeds	Percentage of Total Proceeds	Minimum Proceeds	Percentage of Proceeds
Proceeds from Sale of Units	**$10,000,000**	**100%**	**$500,000**	**100%**

B. Offering Expenses & Commissions

Category	Maximum Proceeds	Percentage of Total Proceeds	Minimum Proceeds	Percentage of Proceeds
Offering Expenses (1)	**0**	**0%**	**0**	**0%**
Brokerage Commissions(2)	**750,000**	**7.5%**	**$25,000**	**10%**

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Total Offering Fees	**$750,000**	**7.5%**	**$25,000**	**10%**

C. Corporate Application of Proceeds

Category	Maximum Proceeds	Percentage of Total Proceeds	Minimum Proceeds	Percentage of Proceeds
Portfolio Company Funding	7,875,000	78.75	375,000	75%
Insured Liquidity Premiums	500,000	5%	10,000	2%
Corporate Expenses (1st Yr.)	875,000	8.75%	90,000	18%
Total Corporate Use	**$9,250,000**	**92.5%**	**$475,000**	**95%**

D. Total Use of Proceeds

Category	Maximum Proceeds	Percentage of Total Proceeds	Minimum Proceeds	Percentage of Proceeds
Offering Expenses & Commissions	750,000	7.5%	$25,000	5%
Corporate Application of Proceeds	9,250,000	92.5%	$475,000	89%
Total Proceeds	**$10,000,000**	**100%**	**$500,000**	**100%**

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering.

(2) This Offering is being sold by the Managing Members of the Company. No compensatory sales fees or related commissions will be paid to such Managing Members. Registered broker or dealers who are members of the FINRA and who enter into a Participating Dealer Agreement with the Company may sell units. Such brokers or dealers may receive commissions up to ten percent (5%) of the price of the Units sold.

VII. MANAGEMENT

At the present time, 4 individual(s) are actively involved in the management of the ILP CFG II, LLC

- Patrick Howard - CEO – OE Capital Partners
- Cristina Cason – Director of Asset Profitability – OE Capital Partners
- Dovile Soblinskas – Director of Business Development - OE Capital Partners
- Tracy Alexander – Director of Asset Performance - OE Capital Partners

VIII. MANAGEMENT COMPENSATION

There is no accrued compensation that is due any member of Management. Each Manager will be entitled to reimbursement of expenses incurred while conducting Company business. Each Manager may also be a member in the Company and as such will share in the profits of the Company when and if revenues are disbursed. Management reserves the right to reasonably increase their salaries assuming the business is performing profitably and Company revenues are growing on schedule. Any augmentation of these salaries will be subject to the profitability of the Business and the effect on the Business cash flows.

IX. DILUTION

The purchasers of the Membership Units offered by this Memorandum will not experience dilution as these units are offered on a fully diluted basis. There are no voting rights and a dollar of unit purchased represents a dollar of injected liquidity and stop loss asset purchase the preferred yield and waterfall paid on each unit subscribed is the same regardless of the final amount of the aggregate subscriptions to the partnership

X. CURRENT MEMBERS

The following table contains certain information as of February 2nd, 2015 as to the number of units beneficially owned by (i) each person known by the Company to own beneficially more than 5% of the Company's units, (ii) each person who is a Managing Member of the Company, (iii) all persons as a group who are Managing Members and/or Officers of the Company, and as to the percentage of the outstanding units held by them on such dates and as adjusted to give effect to this Offering.

Name	Position	Current %	Post Offering Maximum %
OE Capital Partners	**Managing Member**	20.00%	**20% Waterfall Profits Distribution Post Pref to Investors**

Footnotes:

XI. MEMBERSHIP UNIT OPTION AGREEMENTS

The Company has not entered into any option agreements.

XII. LITIGATION

The Company is not presently a party to any material litigation, nor to the knowledge of Management is any litigation threatened against the Company, which may materially affect the business of the Company or its assets.

XIII. DESCRIPTION OF UNITS

The Company is offering a minimum of 10 and a maximum of 200 Units at a price of $50,000.00 per Unit. Upon completion of the Offering between 10 and 200 units will be outstanding. The units of ownership are equal in all respects, and upon completion of the Offering, the units will comprise the only representation of the Series A Preferred Limited Membership Units that the Company will have issued and outstanding to date, upon close of the Offering.

The Units do not have voting rights.

The Units have preference on liquidation, wind-up or maturity of the partnerships.

Units are not redeemable and do not have conversion rights. The Units currently outstanding are, and the Units to be issued upon completion of this Offering will be, fully paid and non-assessable.

In the event of the dissolution, liquidation or winding up of the Company, the assets then legally available for distribution to the members will be distributed ratably among such members in proportion to their units.

Members are only entitled to an annual 12% preferred return (preferred yield) paid quarterly (3%) and 80% of the waterfall profits distributed to the partnership pro-rata waterfall distributions proportionate to their units of ownership of the Series A Preferred Limited Partnership Units of funds legally available therefore. The Company to date has not given any such preferred yield or waterfall distributions. The first such distributions will be paid on January 1st, 2016. Future

waterfall distribution policies are subject to the discretion of the Managing Members and will depend upon a number of factors, including among other things, the capital requirements and the financial condition of the Company.

XIV. TRANSFER AGENT AND REGISTRAR

The Company will act as its own transfer agent and registrar for its units of ownership.

XV. PLAN OF PLACEMENT

The Units are offered directly by the Managing Members of the Company on the terms and conditions set forth in this Memorandum. FINRA brokers and dealers may also offer units. The Company is offering the Units on a "best efforts" basis. The Company will use its best efforts to sell the Units to investors. There can be no assurance that all or any of the Units offered, will be sold.

OE Capital Partner along with various marketing agents; including Registered Investment Advisor's (RIA) are placing Units on behalf of the company. Any RIA's placing units in syndication with him shall be compensated using a modified Lehman Scale Fee structure:

1. On the 1st million – 5%
2. On the 2nd million– 4%
3. On the 3rd million– 3%
4. On the 4th million– 2%
5. On the 5th million and each million thereafter –1%

B. No Escrow of Subscription Funds

Commencing on the date of this Memorandum all funds received by the Company in full payment of subscriptions for Units will be deposited into the Company's operating account. The Company has set a minimum offering proceeds figure of $500,000 for this Offering. All proceeds from the sale of Units will be delivered directly to the Company and be available for its use. Subscriptions for Units are subject to rejection by the Company at any time.

C. How to Subscribe for Units

A purchaser of Units must complete, date, execute, and deliver to the Company the following documents, as applicable. All of which are included as part of the Investor Subscription Package:

a) An Investor Suitability Questionnaire;

b) An original signed copy of the appropriate Subscription Agreement;

c) A ILP CFG II LLC, LLC Operating Agreement; and

d) A wire transfer or cashier's check payable to "ILP CFG II LLC" in the amount of $50,000 per Unit for each Unit purchased as called for in the Subscription Agreement (minimum purchase of 1 Units for $50,000).

Purchasers of Units will receive an Investor Subscription Package containing an Investor Suitability Questionnaire and two copies of the Subscription Agreement.

Subscribers may not withdraw subscriptions that are tendered to the Company (Florida, Georgia and Pennsylvania Residents See NASAA Legend in the front of this Memorandum for important information).

XVI. ADDITIONAL INFORMATION

Each prospective investor may ask questions and receive answers concerning the terms and conditions of this offering and obtain any additional information which the Company possesses, or can acquire without unreasonable effort or expense, to verify the accuracy of the information provided in this Memorandum. The principal executive offices of the Company are located at 1700 Pacific, Suite 3680, Dallas, Texas 75201 and the telephone number is (214) 432 – 8277.

OPERATING AGREEMENT OF ILP CFG II LLC

Any securities created by this operating agreement, if any, have not been registered with the United States Securities and Exchange Commission in reliance upon an exemption from such registration set forth in the Securities Act of 1933 provided by Section 4(2) thereof, nor have they been registered under the securities or Blue Sky laws of any other jurisdiction. The interests created hereby have been acquired for investment purposes only and may not be offered for sale, pledged, hypothecated, sold or transferred except in compliance with the terms and conditions of this operating agreement and in a transaction which is either exempt from registration under such Acts or pursuant to an effective registration statement under such Acts.

THIS OPERATING AGREEMENT is made and entered into effective as of the _____ day of _____, 2015, by the parties who have executed counterparts of this Operating Agreement as indicated on the signature page(s) attached.

ARTICLE 1. DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Affiliate." With respect to any Person, (i) in the case of an individual, any blood relative of such Person, (ii) any officer, director, trustee, partner, member, manager, employee or holder of ten percent (10%) or more of any class of the voting securities of or equity interest in such Person; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person; or (iv) any officer, director, trustee, partner, member, manager, employee or holder of ten percent (10%) or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person.

"Applicable Preferred Return and Waterfall Profits Split." The Preferred Return of 8% per annum shall be paid quarterly (2%) commencing on June 30, 2015 and ending on June 30, 2018. Any remaining profits shall be split with the Fund Manager in an 80/20 split with the Manager receiving 20% December 31 of each year and on June 30, 2018 at the partnership expiration.

"Articles of Organization." The Articles of Organization of ILP CFG II LLC, as filed with the Texas Secretary of State, as the same may be amended from time to time.

"Capital Account." A capital account maintained in accordance with the rules contained in Section 1.704-1(b)(2)(iv) of the Regulations, as amended from time to time.

"Capital Contribution." Any contribution to the capital of the Company in cash or property by a Member whenever made.

"Code." The Internal Revenue Code of 1986, as amended from time to time.

"Company." ILP CFG II LLC, a Texas limited liability company.

"Disability." The failure or inability of a Manager or Member to fulfill his obligations under this Operating Agreement for a period in excess of ninety (90) consecutive days.

"Distributable Cash." All cash received by the Company from Company operations, plus any cash that becomes available from Reserves, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the operation of the Company's business; and (iii) Reserves.

"Economic Interest." A Member's share of one or more of the Company's Net Profits, Net Losses and rights to distributions of the Company's assets pursuant to this Operating Agreement and the Texas Act, not including any right to vote on, consent to or otherwise participate in any decision of the Members.

"Entity." Any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization, or any other legal entity.

"Fiscal Year." The Company's fiscal year shall end on December 31st unless otherwise decided by a Majority Vote of the Managers.

"Gross Asset Value." With respect to any asset, the asset's adjusted basis for Federal income tax purposes, adjusted as provided in this Agreement.

"Initial Capital Contribution." The initial contribution to the capital of the Company made by a Member pursuant to this Operating Agreement.

"Interest." Any interest in the Company, including a Membership Interest, an Economic Interest, any right to vote or participate in the business of the Company, or any other interest in the Company.

"Liquidation." Defined as set forth in Section 1.704-1(b)(2)(ii)(g) of the Regulations.

"Majority Interest." Ownership Percentages of Members which, taken together, constitute a majority of all Ownership Percentages.

"Majority Vote." (i) With respect to Members, the vote or written consent of Members holding a majority of the Ownership Percentages held by all such Members entitled to vote on or consent to the issue in question; (ii) with respect to Managers, the vote or written consent of a majority of the Managers entitled to vote on or consent to the issue in question.

"Manager." One or more managers designated pursuant to this Operating Agreement. A Manager is not required to be a Member of the Company.

"Member." Each Person who executes this Operating Agreement or a counterpart thereof as a Member and each of the Persons who may hereafter become Members as provided in this Operating Agreement.

"Membership Interest." A Member's entire Interest in the Company including such Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement.

"Net Profits" and "Net Losses." The Company's taxable income or loss determined in accordance with Code Section 703(a) for each of its Fiscal Years (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) will be included in taxable income or loss); provided, such Net Profits and Net Losses will be computed as if items of tax-exempt income and nondeductible, non-capital expenditures (under Code Section 705(a)(1)(B) and 705(a)(2)(B)) were included in the computation of taxable income or loss. If any Member contributes property to the Company with an initial book value to the Company different from its adjusted basis for federal income tax purposes to the Company, or if Company property is revalued pursuant to Section 1.704-1(b)(2)(iv)(f) of the Regulations or as otherwise required by the Regulations, Net Profits and Net Losses will be computed as if the initial adjusted basis for federal income tax purposes to the Company of such contributed or revalued property equaled its initial book value to the Company as of the date of contribution or revaluation. All profits are considered K-1 Profits and not 1099 interest income as defined by the Code.

"Officer." One or more individuals appointed by the Managers to whom the Managers delegate specified responsibilities. The Managers may, but shall not be required to, create such offices as they deem appropriate, including, but not limited to, a President, Executive Vice President, Senior Vice Presidents, Vice Presidents, Secretary and Treasurer. The Officers shall have such duties as are assigned to them by the Managers from time to time. All Officers shall serve at the pleasure of the Managers and the Managers may remove any Officer from office without cause and any Officer may resign at any time.

"Operating Agreement." This Operating Agreement as originally executed and as amended from time to time.

"Ownership Percentage." For each Member, the ownership percentage in the Company, as set forth herein, or as otherwise established and agreed to by the Members by Majority Vote. For purposes of the provisions hereof relating to actions taken or approval by Members, including voting, written consents or other approval, only Ownership Percentages held by Members shall be taken into account.

"Person." Any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

"Reserves." Funds set aside and amounts allocated to reserves in amounts determined by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

"Treasury Regulations" or "Regulations." The federal income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE 2. FORMATION OF COMPANY

Section 2.1 Formation. On March 2, 2015, the Company was formed as a Texas limited liability company by the filing of the Articles of Organization with the Secretary of State of Texas in accordance with the provisions of the Texas Act. All actions taken by the Organizer of the Company are hereby ratified and approved by the Members and Managers and the Organizer shall have no liability to the Company or to third parties for any reason whatsoever.

Section 2.2 Name. The name of the Company is ILP CFG II LLC.

Section 2.3 **Principal Place of Business**. The principal place of business of the Company is 2101 Cedar Springs Rd. Suite 1050 Dallas, Texas 75201. The Company may locate its places of business and registered office at any other place or places as the Managers may from time to time deem advisable.

Section 2.4 **Registered Office and Registered Agent**. The Company's initial registered office shall be at 2101 Cedar Springs Rd. Suite 1050 Dallas, Texas 75201. The initial registered agent is Urshel Metcalf. The registered office and registered agent may be changed from time to time by the Managers pursuant to the Nevada Act and the applicable rules promulgated thereunder.

Section 2.5 **Term**. The term of the Company commenced on the date the Articles of Organization were filed with the Secretary of State of Texas and shall continue until the Company is dissolved and its affairs wound up in accordance with the provisions of this Operating Agreement or the Texas Act.

ARTICLE 3. BUSINESS OF COMPANY

The business of the Company (the "Business") is to enter into any business arrangement or relationship, exercise all rights and powers and engage in all activities as determined by the Manager, which a limited liability company may legally exercise pursuant to the Act. In furtherance thereof, the Company may exercise all powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Texas Act, and may engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE 4. NAMES AND ADDRESSES OF MEMBERS

The names, Ownership Percentages and addresses of the current Members are set out on **Exhibit "A"** attached hereto and incorporated herein. Upon the close of the offering all names and addresses of members will be consolidated onto one document and delivered to each member via U.S. Mail.

ARTICLE 5. RIGHTS AND DUTIES OF MANAGERS

Section 5.1 Management. The business and affairs of the Company shall be managed by its Managers. The Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Except as otherwise provided herein, at any time when there is more than one Manager, all decisions and actions of the Managers shall be approved by the Majority Vote of the Managers. Powers vested in Managers may be modified at any time by the Members. Insured Liquidity Partners LLC, the Fund's sole Manager.

Section 5.2 Number, Tenure and Qualifications. The Company shall initially have one (1) Manager. Insured Liquidity Partners LLC shall serve as sole Manager. The number of Managers may be increased by a Majority Vote of the Members. Managers shall hold office until their successor shall have been elected and qualified or until earlier death, disability, resignation or removal. Subject to the foregoing, Managers shall be elected or removed by the affirmative Majority Vote of Members.

Section 5.3 Certain Powers of Managers. Without limiting the generality of Section 5.1, the Managers shall have power and authority, on behalf of the Company:

(a) To acquire property from any Person as the Managers may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Managers from dealing with that Person;

(a) To enter into LICO Pograms money for the Company from banks, other lending institutions, Managers, Members, or Affiliates of a Manager or Member on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the enter into LICO Pogramsed sums. No debt shall be Contracted or liability incurred by or on behalf of the Company except by the Manager, or by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers;

(b) To purchase liability and other insurance to protect the Company's property and business;

(c) To hold and real and/or personal property in the name of the Company;

(d) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(e) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(f) To execute on behalf of the Company all instruments and documents, including, without limitation: checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, and any other instruments or documents necessary, in the opinion of the Managers, to the business of the Company;

(g) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(h) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve;

(j) To pay any Manager a reasonable fee for services;

(k) To create offices and designate Officers; and

(l) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by the Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with the previous sentence.

Section 5.7 Liability for Certain Acts. No Manager or Member has guaranteed or shall have any obligation with respect to the return of a Member's Capital Contributions or profits from the operation of the Company. Notwithstanding the Texas Act, no Manager or Member shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from the intentional misconduct or knowing violation of law or a transaction for which such Manager received a personal benefit in violation or breach of the provisions of the Operating Agreement. Each Manager shall be entitled to rely on information, opinions, reports or statements, including but not limited to financial statements or other financial data prepared or presented by: (i) any one or more Members, Managers, Officers or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matter presented, (ii) legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the person's professional or expert competence, or (iii) a committee of Managers of which he or she is not a member if the Manager reasonably believes the committee merits confidence.

Section 5.8 Managers Have No Exclusive Duty to Company. Any Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Managers shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

Section 5.9 Bank Accounts. The Managers may from time to time open bank accounts in the name of the Company, and designated Manager(s) shall be the sole signatories thereon, unless the Managers determine otherwise.

Section 5.10 Indemnity of the Managers, Members, Officers, Employees and Other Agents. To the fullest extent permitted by the Texas Act, the Company shall indemnify each Manager and Member and make advances for expenses to each Manager and Member arising from any loss, cost, expense, damage, claim or demand, in connection with the Company, the Manager's or Member's status as a Manager or Member of the Company, the Manager's, General Manger's or Member's participation in the management, business and affairs of the Company or such Manager's or Member's activities on behalf of

the Company. To the fullest extent permitted by the Texas Act, the Company shall also indemnify its Officers, employees and other agents who are not Managers or Members arising from any loss, cost, expense, damage, claim or demand in connection with the Company, any such Person's participation in the business and affairs of the Company or such Person's activities on behalf of the Company.

Section 5.11 Resignation. Any Manager of the Company may resign at any time by giving thirty (30) days written notice to the Members of the Company. The resignation of any Manager shall take effect upon the date specified in such notice, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of the Manager as a Member or an Event of Dissociation, except as provided in Section 12.

Section 5.12 Removal. Managers may be removed at a special meeting called for that purpose by a Majority Vote of the Members.

Section 5.13 Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company shall be filled by the unanimous vote of the remaining Managers and by the unanimous vote of the Members if there are no remaining Managers.

ARTICLE 6. RIGHTS AND OBLIGATIONS OF MEMBERS

Section 6.1 Limitation on Liability. Each Member's liability shall be limited as set forth in the Nevada Act.

Section 6.2 No Liability for Company Obligations. No Member will have any personal liability for any debts or losses of the Company.

Section 6.3 List of Members. Upon written request of any Member, the Company shall provide a list showing the names, addresses and Ownership Percentage of all Members and the other information required by the Texas Act.

Section 6.4 Approvals of Members. The Members shall have no right to make any decisions with regard to the Company, notwithstanding the Texas Act, except as otherwise set forth herein.

ARTICLE 7. MEETINGS OF MANAGERS

Section 7.1 Meetings. Meetings of the Managers, for any purpose or purposes, may be called by the Majority Vote of the Managers.

Section 7.2 Place of Meetings. The Persons calling any meeting may designate any place, either within or outside the State of Nevada, as the place of meeting for any meeting of the Managers. If no designation is made the place of meeting shall be the principal executive office of the Company in the State of Texas.

Section 7.3 Notice of Meetings. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than two (2) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers calling the meeting, to each Manager entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Manager at its address as it appears on the books of the Company, with postage thereon prepaid.