SECURE ACQUISITION FINANCIAL ENTITY, L.P.

Instructions for Investors

Subscription Documents

Subscriptions to invest in limited partnership interests (the "Interests") in Secure Acquisition Financial Entity, L.P. (the "Partnership") may be made only by means of the completion, execution and delivery of the applicable subscription documents:

For ***individuals***, the documents to be returned are as follows:

(a) *Investor Suitability Questionnaire for Individuals*: Complete all requested information, date and sign the signature page which appears on page S-11. The Questionnaire beings on page S-3.

(b) *The Purchaser Representative Questionnaire and Designation of Purchaser Representative.* This form needs to be completed by a purchaser representative, if one is used. This form is required for an advisor, if one was used to introduce you to the Partnership.

(c) *Subscription Agreement*: These documents begin on page S-12. Please date and sign *two copies* of the signature page which appears on page S-18 and execute the acknowledgement which appears on the following page.

(d) *Signature Page of Partnership Agreement.* The Partnership's Amended and Restated Agreement of Limited Partnership (the “Partnership Agreement”) has been delivered with these subscription documents. Please date and sign *two copies* of the Partnership Agreement signature page.

Capitalized terms used herein but not defined shall have the same meaning as in the Partnership's Private Placement Memorandum.

Delivery Instructions

Subscription documents must be delivered to Annette Raynor, the Managing Member of S.A.F.E. Management, L.L.C., the Partnership’s General Partner (the "General Partner"), at the following address:

41 Highway 34 South Suite 209
Colts Neck, New Jersey 07722
Telephone: **Toll Free 1-888-514-SAFE (7233)**
Facsimile: (732) 889-4307

All subscription documents will be returned to the Subscriber if the subscription is not accepted.

Subscription Payment

Payments in full for the amount subscribed are to be made in U.S. dollars. If paying by check, please make check payable to “Secure Acquisition Financial Entity, L.P.” and enclose with the Subscription Documents. Alternatively, you may pay by bank wire transfer. If you wish to pay by bank wire transfer you should wire funds to:

Beneficiary’s Name:	**Secure Acquisition Financial Entity, LP**
Account Number:	**8025856637**
Beneficiary’s Bank:	**PNC Bank**
ABA #:	**031207607**
Bank Address:	**32 Route 34 South**
	Colts Neck, New Jersey 07722
Bank Phone:	**732-431-8641**

Unless otherwise agreed by the Partnership, subscriptions are payable in full, in readily available funds at least one Business Day prior to the date on which the Subscriber proposes to invest in the Partnership.

Acceptance of Subscriptions

The acceptance of subscriptions is within the absolute discretion of the General Partner, which may require additional information prior to making a determination. The General Partner will seek to notify the subscriber of its acceptance or rejection of the subscription prior to the date of the proposed investment. If the subscription is rejected, the General Partner will promptly refund (without interest) to the subscriber any subscription payments received by the General Partner.

Additional Information

For additional information concerning subscriptions, prospective investors should contact the General Partner at **(888) 514-7233.**

SECURE ACQUISITION FINANCIAL ENTITY, L.P.

Investor Suitability Questionnaire

For Individuals

Each subscriber to Secure Acquisition Financial Entity, L.P. (the "Partnership") that is an individual is requested to furnish the following information (please print or type):

1. **Identity of Subscriber**

Name: ____

Mailing Address*: ____

____

____

Telephone: (__________) ______________________________

Facsimile: (__________) ______________________________

Date of Birth: ____________

Email Address: ____

What is your marital status: (Initial One):

______ Married ______Single

Of what country are you a citizen?

______ U.S. ______Other

*Please also furnish below the Subscriber's residential address if different from the address indicated above:

Residential Address: ____

____

____

Name of Subscriber: ____________________

	(Initial One) Yes	No
Is the Subscriber subscribing for Interests with the intent to sell, distribute or transfer Interests to any other person or persons?	☐	☐
Is the Subscriber subscribing for Interests as agent, nominee, trustee, partner or otherwise on behalf of, for the account of or jointly with any other person or entity?	☐	☐
Will any other person or persons have a beneficial interest in the Interests acquired (other than as a shareholder, partner or other benefit owner of equity securities in the Subscriber)?	☐	☐
Does the Subscriber control, or is the Subscriber controlled by or under common control with, any other existing or prospective investor in the Partnership?	☐	☐

2. **Amount of Subscription Commitment** (minimum $10,000)

US$ ____________

3. **Remitting Bank or Financial Institution**

All subscriptions are payable in full by check or by wire transfer of readily available funds to the account of the Partnership on or before the Business Day prior to the proposed date of subscription. If you intend to wire funds, please identify the bank or other financial institution from which the Subscriber's funds will be wired:

Name of financial institution: ____

Address: ____

____

____

Account Representative: ____

Telephone: (___________) ____________________________

4. **Subscriber Qualification**

Subscriptions will be accepted only from persons who qualify as eligible investors within the meaning of applicable U.S. Federal and state securities regulations. Each eligible investor must be a "Qualified Client". Unless otherwise indicated, responses should be given by reference to the specific person for whose account the Interests are being acquired.

(a) **Qualified Client Status.** Each Subscriber must indicate whether they qualify as a "Qualified Client" pursuant to *at least one* of the following tests. Please initial all that apply, or, if none applies, please consult the Partnership's General Partner.

☐ 1. The Subscriber is a person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase exceeds $1,500,000.

☐ 2. The Subscriber has at least $750,000 under management with the Partnership's General Partner.

☐ 3. The Subscriber is a "qualified purchaser" as defined in Section 2(a)(51)(A) of the Investment Company Act of 1940 by reason of being either (a) a natural person (including any person who holds a joint, community property, or other similar shared ownership interest in an issuer that is excepted under 15 USCS §80-3(c)(7) with that person's qualified purchaser spouse) who owns not less than $5,000,000 in investments or (b) a natural person, acting for his/her own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis not less than $25,000,000 in investments.

(b) **Net Worth.** What is the dollar amount of the estimated net worth (excluding the value of the Subscriber's principal residence, mortgage thereon and its furnishings and automobiles) of the Subscriber (which may be the Subscriber's joint net worth with the Subscriber's spouse) at the time of the proposed investment in the Partnership? (NOTE: an estimate or amount within a range may be given.)

$____________

(c) **Ability to Bear Risk.** Is the Subscriber able to bear the economic risk of the proposed investment in Interests of the Partnership?

(Initial One)
Yes ☐ No ☐

5. **Investment Experience.** Please provide information regarding the identity and background of each individual responsible for making the decision to invest in the Partnership and photocopy these materials for completion by such person:

(a) Name of individual(s) ultimately responsible for investment decision:

____

____

____

(b) Each individual's educational background (including degrees received, if any) including college, graduate school, major fields of study and training in financial and business matters, is as follows:

____

____

____

(c) (1.) Describe briefly the principal positions each individual has held during the last five years or since graduation from college, whichever period is shorter, giving name(s) of prior employer(s), dates of employment and nature of duties. Please be as explicit as possible. What is sought is a sufficient description of each individual's business background and the extent of their vocationally-related experience in financial and business matters.

____

____

____

(2.) Describe any other business, financial or investment experience that is relevant to each individual's evaluation of the merits and risks of an investment in the Partnership:

____

____

____

(d) List any professional licenses or registrations, including bar admissions, accounting certifications, real estate brokerage licenses and Securities and Exchange Commission, Commodity Futures Trading Commission or broker dealer registrations held by each individual:

____

____

(e) Has the individual, during the past two years, maintained a principal residence or principal place of business in any state other than that shown above the answer to Question 1?

(Initial One)
Yes ☐ No ☐

If the answer is "yes, indicate in the space below the name of each state and the period(s) during which the individual resided in each.

____

____

(f) Does the individual: (1) maintain an office, a house or apartment, or (2) hold a driver's license, or (3) is the individual registered to vote, in any state other than that shown above in your answer to Question 1?

(Initial One)
Yes ☐ No ☐

If the answer is "yes", explain in the space provided below.

____

____

(g) During the past five years has the individual been responsible for decisions to invest (whether on behalf of the Subscriber or others) in any of the following (NOTE: please answer "yes" to any of the following only if the frequency or dollar size of the investment decision has been sufficient for the individual to gain familiarity with the type of securities identified and the merits and risks of investing in such securities):

	(Initial One) Yes	No
1. publicly-traded U.S. equity securities	☐	☐
2. publicly-traded non-U.S. equity securities	☐	☐

3. widely-held mutual funds or closed-end investment companies ☐ ☐

4. private investment funds or limited partnership units ☐ ☐

5. other non-publicly-traded securities ☐ ☐

6. Did the individual responsible for making the investment decision to invest in the Partnership rely on the advice of any other consultant or advisor in formulating the investment decision? ☐ ☐

7. If yes, please provide the name, business address and principal occupation of the independent consultant or advisor and indicate his or her relationship with the individual responsible for the investment decision:

Name: ________________________________

Address: ________________________________

Principal Occupation: ________________________________

Relationship: ________________________________

6. **Supplemental Data.** The information requested below is related to a rule adopted by the U.S. National Association of Securities Dealers, Inc. (the "NASD") that may be applicable to certain of the investments held by the limited partnership managed by the Partnership.

		(Initial One) Yes	No
(1)	Is the Subscriber a member of the NASD?	☐	☐
(2)	Is the Subscriber an officer, director, general partner, employee or agent of, or a person associated with, an NASD member or any other broker-dealer (collectively referred to as a "Broker-Dealer Related Person")?	☐	☐

(3) Is the Subscriber a senior officer of a bank, savings and loan institution, an insurance Partnership, an investment Partnership registered under the U.S. Investment Partnership Act of 1940, as amended, an investment advisory firm registered under the U.S. Investment Advisers Act of 1940, as amended, or any other institutional type account, domestic or foreign, or a person in the securities department of, or an employee or any other person who may influence or whose activities directly or indirectly involve, or are related to the function of buying or selling securities for, any bank, savings and loan institution, insurance Partnership, investment Partnership registered under the U.S. Investment Partnership Act of 1940, as amended, or other institutional type account, domestic or foreign (collectively referred to as an "Institutional Investor Related Person")? ☐ ☐

(4) Is the Subscriber a member of the "Immediate Family" of any Broker-Dealer Related Person or Institutional Investor Related person, the term "Immediate Family" being defined to include: a person's parents, mother-in-law or father-in-law, husband or wife, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law, and children; and any other person who is supported; directly or indirectly to a material extent, by a broker-dealer, a person associated with a broker-dealer, a Broker-Dealer Related Person, an Institutional Investor Related Person, or a member of a Broker-Dealer Related Person or Institutional Investor Related Person? ☐ ☐

7. **Tax Information.**

(a) Social Security Number:

____

(b) Indicate the annual date on which the Subscriber's taxable year ends for purposes of reporting any income tax or filing tax information returns:

____

8. **Representations and Warranties**

I understand that the Partnership and the General Partner will be relying on the accuracy and completeness of my responses to the foregoing questions. I represent and warrant to the Partnership as follows:

(a) The answers to the above questions are true, complete and correct, and my financial condition and affairs, as described in my answers to the questions contained in this Questionnaire, accurately and fairly reflect my current financial condition and affairs. Such answers, and this representation and warranty, may be relied upon by the Partnership and the General Partner and any other appropriate parties in determining whether the offering in which I propose to participate is exempt from registration under the Securities Act of 1933, as amended, and meets applicable state securities law exemptions;

(b) I will notify the Partnership immediately if any of the information contained herein becomes either inaccurate or fails to correctly state my ability to continue as a Subscriber; and

(c) I hereby indemnify and hold harmless the Partnership and the General Partner (and their respective affiliates, employees, officers and agents) from any claims arising out of any breach or alleged breach of the aforesaid representations and warranties, including attorney's fees.

SIGNATURE PAGE

PLEASE COMPLETE THE FOLLOWING SIGNATURE LINES TO THE INVESTOR SUITABILITY QUESTIONNAIRE FOR INDIVIDUALS.

IN WITNESS WHEREOF, the undersigned has completed and executed this Questionnaire this ___ day of ________________, 2007.

______________________________	______________________________
Signature of Individual	Signature of Joint Purchaser, if any
______________________________	______________________________
Print Name of Individual	Print Name of Joint Purchaser, if any

SECURE ACQUISITION FINANCIAL ENTITY, L.P.

Subscription Agreement

THE LIMITED PARTNERSHIP INTEREST IN SECURE ACQUISITION FINANCIAL ENTITY, L.P. HAVE NOT BEEN REGISTERED, QUALIFIED, APPROVED OR DISAPPROVED UNDER ANY FEDERAL OR STATE SECURITIES LAWS, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER FEDERAL OR STATE REGULATORY AUTHORITY PASSED ON OR ENDORSED THE MERITS OF THE OFFERING OF THE INTERESTS OR THE ACCURACY OR ADEQUACY OF THE PRIVATE PLACEMENT MEMORANDUM (AS DEFINED BELOW). ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE INTERESTS MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF BY AN INVESTOR UNLESS THE INTERESTS HAVE BEEN REGISTERED UNDER FEDERAL SECURITIES LAWS AND, WHERE REQUIRED, UNDER THE LAWS OF OTHER JURISDICTIONS, OR UNLESS THE PROPOSED SALE, TRANSFER OR DISPOSITION IS EXEMPT FROM REGISTRATION. THERE IS NO OBLIGATION OF THE ISSUER TO REGISTER THE INTERESTS. ACCORDINGLY, A PURCHASER OF INTERESTS MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Name of Subscriber: ______________________

Secure Acquisition Financial Entity, L.P.
(the "Partnership")
S.A.F.E. Management, L.L.C.
(the "General Partner")

Date: February 2, 2007

Ladies and Gentlemen:

The undersigned (the "Subscriber") is executing and delivering this Agreement in connection with the subscription by the undersigned for limited partnership interests ("Interests") in Secure Acquisition Financial Entity, L.P. (the "Partnership"), a limited partnership organized under the laws of the State of Delaware. The undersigned understands that the Partnership is relying upon the accuracy and completeness of the information contained herein in complying with their obligations under federal and state securities laws and in considering whether or not to accept the subscription of the undersigned. Terms used but not defined herein have the same meanings as in the Partnership's Amended and Restated Confidential Private Placement Memorandum dated as of February 2, 2007 (the "Memorandum").

The undersigned hereby irrevocably agrees, represents and warrants with, to and for the benefit of the Partnership as follows:

1. Subscription.

   (a) Subject to the terms and conditions of this Agreement, the undersigned hereby subscribes for Interests and agrees to become a Subscriber and to contribute to the capital of the Partnership the amount set forth herein immediately above the signature of the undersigned.

   (b) The undersigned hereby makes a wire transfer or tenders herewith a check payable to " Secure Acquisition Financial Entity, L.P." in the full amount of the capital contribution of the undersigned pursuant to Section 1(a).

   (c) The undersigned is delivering herewith (i) two signed copies of this Agreement, (ii) a signed and completed Investor Suitability Questionnaire and (iii) a signature page to the Partnership's Partnership Agreement, in the form accompanying this Agreement.

2. Acceptance. The undersigned understands and agrees that the Partnership has full right to accept or reject this subscription, in whole or in part. Upon acceptance of a subscription by the Partnership, one copy of this Agreement, signed by the undersigned and, to indicate acceptance, by the Partnership, shall be returned to the undersigned by the Partnership. The undersigned further understands and agrees that the funds tendered by the undersigned will be returned to the undersigned if the Partnership does not accept the subscription.

3. Representations and Warranties.

   (a) Set forth below is the true and correct address of the undersigned's residence or principal place of business. The only jurisdiction in which an offer to sell Interests was made to the undersigned is the jurisdiction in which such residence or principal place of business is situated. The undersigned has no present intention of becoming a resident of (or moving his or her principal place of business to) any other state or jurisdiction.

   (b) The undersigned understands that the Interests have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or under the laws of any other jurisdiction, and that the Partnership does not contemplate and is under no obligation to so register the Interests. The undersigned understands and agrees that the Interests must be held indefinitely unless they are subsequently registered under the Securities Act and, where required, under the laws of other jurisdictions or unless an exemption from registration is available. Even if such exemption is available, the undersigned agrees that the assignment and transferability of the Interests will be governed by the Partnership's Agreement of Limited Partnership (the "Partnership Agreement"). The Partnership Agreement requires that Interests in the Partnership shall not be transferred without the prior approval of the General Partner. The undersigned recognizes that there will be no established trading market for the Interests and it is extremely unlikely that any public market for the Interests will develop.

(c) The Interests for which the undersigned hereby subscribes are being acquired solely for the undersigned's own account for investment and are not being purchased with a view to or for resale, distribution or other disposition, and the undersigned has no present plans to enter into any contract, undertaking, agreement or arrangement for any such resale, distribution or other disposition.

(d) The undersigned has been furnished and has carefully read the Memorandum including all exhibits, schedules and appendices thereto. Without limiting the scope of the information and risk factors disclosed in the Memorandum which the undersigned has considered in making this subscription, the undersigned understands, acknowledges, agrees and is aware that:

(i) no federal or state agency has passed upon the Interests or made any finding or determination as to the fairness of this investment;

(ii) the Interests are speculative investments which involve a high degree of risk, including the risk that the undersigned might lose his or her entire investment in the Partnership;

(iii) any federal income tax benefits which may be available to the undersigned may be lost through adoption of new laws, amendments to existing laws or regulations, or changes in the interpretation of existing laws and regulations; and

(iv) the General Partner may engage in activities which result in conflicts of interest with the Partnership.

(e) The undersigned has carefully reviewed and understands the risks of a purchase of the Interests, including the risks set forth under "RISK FACTORS" in the Memorandum and the considerations described under "SUITABILITY REQUIREMENTS," "TAX CONSIDERATIONS," "CONFLICTS OF INTEREST" and elsewhere in the Memorandum.

(f) In connection with the undersigned's investment in the Partnership the undersigned has obtained the advice of the undersigned's own investment advisors, counsel and accountants ("advisors").

(g) The undersigned and the undersigned's advisors have been furnished all materials relating to the Partnership, the offering of the Interests (the "Offering") or anything set forth in the Memorandum which the undersigned and the undersigned's advisors have requested. The undersigned and the undersigned's advisors have been afforded the opportunity to ask questions of the Partnership concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of any representations or information set forth in the Memorandum.

(h) The Partnership has answered all inquiries that the undersigned and the undersigned's advisors have made concerning the Partnership or any other matters relating to the creation and operations of the Partnership and the terms and conditions of the Offering.

(i) Neither the undersigned nor the undersigned's advisors have been furnished any offering literature on which they have relied other than the Memorandum and the undersigned and the undersigned's investment advisors have relied only on the Memorandum. At no time was the undersigned presented with or solicited by any leaflet, public promotional meeting, newspaper or magazine article, radio or television advertisement or any other form of general advertising or general solicitation.

(j) The undersigned has the financial ability to bear the economic risk of the undersigned's investment in the Partnership and has adequate net worth and means of providing for the undersigned's current needs and contingencies to sustain a complete loss of the undersigned's investment and has no need for liquidity in the undersigned's investment in the Partnership.

(k) The undersigned has such knowledge and experience in financial and business matters that the undersigned is capable of evaluating, and has evaluated, the merits and risks of the proposed investment.

(l) The undersigned has carefully reviewed the section of the Memorandum entitled "Suitability Requirements" and in particular, the description of "qualified client" set forth therein, and represents and warrants that it meets the suitability requirements set forth in such section, including, without limitation, that it is an "qualified client," as that term is defined in Rule 205-3 under the Investment Advisers Act of 1940.

(m) The information provided by the undersigned in the Investor Suitability Questionnaire and the other Subscription documents delivered by the undersigned to the Partnership herewith is incorporated herein by reference and made a part hereof, and the undersigned represents and warrants that such information is true and complete and fairly reflects the current financial condition and affairs of the undersigned.

(n) The undersigned hereby represents and warrants to the Partnership that by reason of the undersigned's business or financial experience the undersigned has the capacity to protect the undersigned's interests in connection with an investment in the Partnership.

4. <u>Covenant to Update Information.</u> The undersigned covenants to advise the Partnership by telephone and in writing if any representation and warranty contained herein becomes untrue.

5. <u>Memorandum and Partnership Agreement.</u> The undersigned acknowledges that he/she has received and reviewed to his/her satisfaction the Memorandum and Partnership Agreement. The undersigned specifically accepts, adopts and agrees to each and every provision of the Memorandum and Partnership Agreement.

6. <u>Agreement with Respect to Resale.</u> The undersigned agrees that no Interests will be resold without registration under the Securities Act, and, where required, under the laws of other jurisdictions, or availability of an exemption therefrom.

7. <u>Indemnification.</u> The undersigned acknowledges that the undersigned understands the meaning and legal consequences of the representations and warranties contained in this Agreement and agrees to indemnify and hold harmless the Partnership, the General Partner and their respective affiliates, employees, officers and agents and each other Subscriber from and against any and all loss, damage, liability or expense, including, without limitation, legal fees, due to or arising out of a breach of any representation or warranty of the undersigned contained in any document furnished by the undersigned in connection with the offering and sale of the Interests, including, without limitation, this Agreement, the Investor Suitability Questionnaire, the Memorandum and the Partnership Agreement, and all schedules, appendices and exhibits hereto or thereto, submitted by the undersigned, or failure by the undersigned to comply with any covenant or agreement by the undersigned herein or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

8. <u>Receipt of Memorandum.</u> The undersigned acknowledges that he/she received the Memorandum prior to the date set forth on the signature page hereof, has had ample time to review such materials and has reviewed the same to his/her satisfaction.

9. <u>Notices.</u> All notices and other communications required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally, mailed, postage prepaid, by first class mail, to the parties at the addresses set forth in this Agreement or such other address as a party may specify to the other by notice as provided in this Section.

10. <u>Assignment.</u> This Agreement may not be assigned or transferred by either party without the consent of the other party.

11. <u>Amendment and Waiver.</u> This Agreement may be amended or modified only by an instrument signed by the undersigned and the Partnership. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of that waiver is sought. The waiver by a party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

12. <u>Binding Effect.</u> Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the undersigned and the Partnership and their respective heirs, executors, administrators, successors, legal representatives and assigns. If the undersigned shall be joint and several and the representations and warranties herein contained shall be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, legatees, devisees, assigns, legal representatives and successors.

13. <u>Capitalized Terms.</u> Capitalized terms used herein but not defined shall have the same meaning as in the Partnership's Private Placement Memorandum.

SIGNATURE PAGE
FOR INDIVIDUALS

PLEASE COMPLETE THE FOLLOWING SIGNATURE LINES TO THE SUBSCRIPTION AGREEMENT AND HAVE A NOTARY COMPLETE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE:

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on this _____ day of _________________, 2007.

Total amount of Interests subscribed for: $_________________

______________________________	______________________________
Print Name of Individual	Print Name of Joint Purchaser, if any
______________________________	______________________________
Signature of Individual	Signature of Joint Purchaser, if any
Legal Residence of Individual:	Legal Residence of Joint Purchaser, if any:
______________________________	______________________________
Number and Street	Number and Street
______________________________	______________________________
City, State, Zip Code	City, State, Zip Code
______________________________	
Social Security Number	
Mailing Address if different from above:	Mailing Address if different from above:
______________________________	______________________________
Number and Street	Number and Street
______________________________	______________________________
City, State, Zip Code	City, State, Zip Code
______________________________	
Social Security Number	

Accepted By:

Secure Acquisition Financial Entity, L.P.
BY: S.A.F.E. Management, L.L.C.

By:__________________________
Title: _________________________

SIGNATURE PAGE
FOR INDIVIDUALS

PLEASE COMPLETE THE FOLLOWING SIGNATURE LINES TO THE SUBSCRIPTION AGREEMENT AND HAVE A NOTARY COMPLETE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE:

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on this _____ day of _________________, 2007.

Total amount of Interests subscribed for: $_________________

Individual	Joint Purchaser
______________________________ Print Name of Individual	______________________________ Print Name of Joint Purchaser, if any
______________________________ Signature of Individual	______________________________ Signature of Joint Purchaser, if any
Legal Residence of Individual:	Legal Residence of Joint Purchaser, if any:
______________________________ Number and Street	______________________________ Number and Street
______________________________ City, State, Zip Code	______________________________ City, State, Zip Code
______________________________ Social Security Number	
Mailing Address if different from above:	Mailing Address if different from above:
______________________________ Number and Street	______________________________ Number and Street
______________________________ City, State, Zip Code	______________________________ City, State, Zip Code
______________________________ Social Security Number	

Accepted By:

Secure Acquisition Financial Entity, L.P.
BY: S.A.F.E. Management, L.L.C.

By:__________________________
Title: _________________________

ACKNOWLEDGEMENT

FOR INDIVIDUAL

To be completed by Notary

STATE OF :

COUNTY OF :

On this _____ day of ___________, 200__, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared _____________________ and _____________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is (or whose names are) subscribed to the within instrument, and subscribed and swore to such instrument and acknowledged that he (or she or they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL}

____
(Notary Public in and for the aforesaid County and State)

My Commission Expires:

Notary: Please complete, state, county, date and names of all persons signing and affix notarial seal.

NOTICE

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE INVESTMENT AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE INVESTMENTS 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.

THE INVESTMENTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS SET FORTH IN THE MEMORANDUM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE MEMORANDUM IS INTENDED SOLELY FOR THE USE OF THE PERSON TO WHOM IT HAS BEEN DELIVERED FOR THE PURPOSE OF EVALUATING A POSSIBLE INVESTMENT BY RECIPIENT IN THE INTERESTS OF THE PARTNERSHIP DESCRIBED HEREIN.

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<u>FOR INVESTORS IN ALL UNITED STATES</u>

THE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, 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 RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. EACH PURCHASER WILL BE REQUIRED TO REPRESENT THAT IT IS ACQUIRING THE INTERESTS PURCHASED BY IT FOR INVESTMENT AND NOT WITH A VIEW TO RESALE OR DISTRIBUTION. THERE IS NO PUBLIC MARKET FORE THE INTERESTS AND NONE IS EXPECTED TO DEVELOP IN THE FUTURE. AN INVESTOR MUST, THEREFORE, BE PREPARED TO BEAR THE ECONOMIC RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Supplement
dated as of March 30, 2007
to
Amended and Restated
Confidential Private Offering Memorandum
of
Secure Acquisition Financial Entity, L.P.

Secure Acquisition Financial Entity, L.P. (the "Partnership"), by this Supplement, hereby amends and supplements its Confidential Private Offering Memorandum dated August 17, 2006. The term "Memorandum" as used herein and therein shall include this Supplement. All other terms previously defined in the Memorandum shall continue to have the same meanings.

ENGAGEMENT OF INVESTMENT MANAGER

The Partnership has engaged Edward F. Hosinger to serve as its Investment Manager. Mr. Hosinger's responsibilities will include, among other things, trading, investment advice, portfolio management, training and financial advisory services with a view toward maximizing the financial performance of the Partnership.

Mr. Hosinger brings to the Partnership a lifetime of experience in the financial investment field. He earned the Chartered Financial Analyst (CFA) designation in 1969, has been a long time member of the CFA Institute (the industry's professional society), the New York Society of Security Analysts, Baltimore Security Analysts Society, and the Washington Society of Investment Analysis (D.C.) and was either an officer, committee chairman or committee member in these associations. He earned the Supervisory Analyst designation from the New York Stock Exchange and in addition to membership in various analytical based societies also held membership in the National Federation of Municipal Analysts, the Municipal Bond Club, the Municipal Forum of New York and the National Economists Club.

Ed graduated from the University of Virginia with a BA in accounting and economics and attended the New York University Graduate School of Business. He was the Director of Research at Baker, Watts in Baltimore, Investment Officer at GEICO in Washington, D.C. and Municipal Bond Research Director at Oppenheimer & Co. in New York City prior to establishing Excalibur Capital Ltd. in 1991, a firm established to offer analytical as well as investment banking services.

Mr. Hosinger's career has been dedicated to analysis, research and evaluation of "cash flow from operations and cash flow from investing." Ed has given public courses on how to invest in stocks and bonds, and has been a featured speaker at many industry forums and private seminars discussing "how to analyze stocks, corporate and municipal bonds." His research on "quantitative analysis" using cash flow metrics has received publicity in the New York Times, Money Magazine, Business Week and other similar financial publications.

We are pleased to welcome Mr. Edward Hosinger to our management team.

Secure Acquisition Financial Entity, L.P.

Acknowledgement of Receipt

The undersigned, a subscriber for Interests in the Offering being conducted by Secure Acquisition Financial Entity, L.P., acknowledges receipt of the Amended and Restated Confidential Private Offering Memorandum dated August 17, 2006 (the "Memorandum") and the Supplement thereto dated as of March 30, 2007 (the "Supplement").

RECEIPT OF SUPPLEMENT
ACKNOWLEDGED:

______________________________	______________________________
Print Name(s)	Signature(s)
	Date: ______________________________

AGREEMENT OF LIMITED PARTNERSHIP

SIGNATURE PAGE FOR SECURE ACQUISITION FINANCIAL ENTITY, L.P.

NEW LIMITED PARTNER

NAME OF LIMITED PARTNER: ______________________________

ADDRESS: ______________________________

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TELEPHONE NO. (   )______________________________

*NAME OF TRUSTEE: ______________________________

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*NAME OF PLAN SPONSOR: ______________________________

*ADDRESS OF PLAN SPONSOR: ______________________________

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TAX ID (EIN) NO.: ______________________________

CAPITAL CONTRIBUTION: ______________________________

SIGNATURE OF THE LIMITED PARTNER

By: ______________________

Name: ______________________

Title: ______________________

*If applicable.