

# 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 entities, the documents to be returned are as follows:

- (a) *Investor Suitability Questionnaire for Organizations*: Complete all requested information, date and sign the signature page which appears on page S-8. The Questionnaire begins 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 who introduces you to the Partnership.
- (c) *Subscription Agreement*: These documents begin on page S-9. Please date and sign *two copies* of the signature page which appears on page S-15 and execute the acknowledgement which appears on the following page.
- (d) *Signature Page of Partnership Agreement*. The Partnership's 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  
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:	<b>Secure Acquisition Financial Entity, LP</b>
Account Number:	<b>8025856637</b>
Beneficiary’s Bank:	<b>PNC Bank</b>
ABA #:	<b>031207607</b>
Bank Address:	<b>32 Route 34 South Colts Neck, New Jersey 07722</b>
Bank Phone:	<b>732-431-8641</b>

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 Organizations*

As used in this Questionnaire, the term "Organization", unless otherwise indicated, refers to any corporation, trust, partnership, organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), a Massachusetts or similar business trust, or other association or entity which may purchase a Partnership Interest.

1. Name and address.

Name of Organization: \_\_\_\_\_

Address of Principal Office  
(including Zip Code): \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_

Type of Organization (e.g.,  
corporation, trust, limited  
partnership, general partnership,  
employee benefit plan): \_\_\_\_\_

Date of Formation or  
Incorporation: \_\_\_\_\_

State or Jurisdiction of Formation  
or Incorporation: \_\_\_\_\_

Federal Employer or other I.D.  
Number: \_\_\_\_\_

**Please provide with this Questionnaire as appropriate excerpt from the organizational documents of the Organization (e.g., certificate of incorporation, by-laws, partnership agreement, etc.) showing authority to make an investment in the Partnership Interests (e.g., statement of corporate powers, statement of purpose, etc.).**

NOTE: The following questions pertain to an Interpretation of the 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.

2. Information regarding principals.

- A. Please provide the names, addresses, positions or titles and ages of the executive officers, trustees or general partners, as the case may be, who are authorized to make decisions and to act with respect to investments by the Organization generally.

<u>Name</u>	<u>Address</u>	<u>Position or Title</u>	<u>Age</u>
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- B. Is any above-named individual or any member of an above-named individual's immediate family an officer, director, general partner, employee or agent of, or otherwise associated with, a broker/dealer that is (i) registered with the Securities and Exchange Commission (the "SEC") and (ii) a member of the NASD?

YES                       NO

- C. If the answer to Question B is "Yes", please identify the individual(s), the broker-dealer(s) and the position(s) held.

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- D. Is any above-named individual or any member of an above-named individual's immediate family supported by such individual a person in the securities department of, employee of, or person who may influence or whose activities directly or indirectly involved or are related to the function of buying or selling securities for, any bank, savings and loan institution, insurance Partnership, investment Partnership, investment partnership, investment advisory firm (whether or not registered with the SEC) or other institutional type account, domestic or foreign?

YES                       NO

3. Business Description.

Please describe the business of the organization.

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4. Authority.

Please provide the following information concerning the Organization's specific authority to purchase the Partnership's Interests:

A. The name(s) of the officer(s), trustee(s), plan fiduciary (fiduciaries) or partner(s) of the Organization who is (are) authorized to purchase the Partnership's Interests and who will be effecting the purchase. (Please provide a copy of the authorization in the form of an appropriate corporate resolution or otherwise, if other than the organizational papers provided under Question 1).

B. Indicate by check mark whether permission or authorization from any person other than those listed in the answer to Question 4(A) is necessary in order for the Organization to effect the purchase of the Partnership Interests.

YES                       NO

C. If the answer to Question 4(B) is "Yes", please identify all such persons from whom such permission or authorization is necessary.

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5. Financial Condition.

Subscriptions will be accepted only from persons who are "Qualified Clients". Each organization must indicate whether it is a Qualified Client pursuant to at least one of the following tests. Please check all that apply, or if none applies, please contact the Partnership's General Partner.

The Organization has a current net worth of at least \$1,500,000.

The Organization has at least \$750,000 under management with the General Partner.

The Organization 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) an Organization that owns not less than \$5,000,000 in investments that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses) or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons or foundations, charitable organizations or trusts established by or for the benefit of such persons, (b) a trust not covered by clause (a) above that was not formed for the specific purpose of acquiring the securities offered, as to which the trustee or other person authorized to make decisions with respect to the Trust, and each settler or other person who has contributed assets to the trust, is a person that has a current net worth in excess of \$5,000,000, or is an organization described in clause (b) above or clause (d) below, or (d) an organization, acting for its own account or the accounts of other qualified purchases, which in the aggregate owns or invests on a discretionary basis, not less than \$25,000,000 in investments.

6. Financial Experience.

Each person whose name appears in the answer to Question 2 above must answer Questions 6(A) through 6(D) below. If more than one individual is named in the answer to Question 2, each individual should answer separately and such answer should be attached to this Questionnaire.

Name(s) of Person(s) Answering Question 6:

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A. Indicate your present principal occupation:

Position: \_\_\_\_\_

Name and Address of Employer:

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B. Please supply brief information regarding any prior investments in private investment partnerships, as to which you have had decision-making authority:

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- C. Please provide in the space below any additional information which would indicate that you have sufficient knowledge and experience in financial and business matters so that you are capable of evaluating the merits and risks of investing in restricted securities of a private enterprise such as the Partnership.

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7. Organization's Investment Experience.

Please describe briefly the investments in privately sponsored programs made by the Organization during the past five years.

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8. Reliance on Purchaser Representative.

In evaluating the merits and risks of this investment, does (do) the person(s) making the decision on behalf of the Organization intend to rely upon the advice of any other person(s) who will be acting as purchaser representative(s):

YES                       NO

If "Yes", please identify each such person and indicate his business address and telephone number in the space below. Each such person must complete, and you must review and acknowledge, a separate Purchaser Representative Questionnaire and Purchaser Representative Designation which must be returned to the Partnership prior to the sale of any Partnership Interests to the Organization.

9. Litigation.

- A. Do you know of any pending or threatened litigation the outcome of which could adversely affect the answer to any question hereto?

YES                       NO

- B. Has the Organization been the subject of or party to any pending or threatened litigation regarding any investments of the types referred to in Paragraph 6 or 7 hereof?

YES                       NO

The undersigned hereby represents and warrants that the answers to the foregoing questions and the foregoing statements are true and accurate to the best of my (our) information and belief, and the Partnership will be notified promptly of any changes in the foregoing answers and statements.

Print Name of Organization

By: \_\_\_\_\_  
Signature of Officer, Trustee or Partner

\_\_\_\_\_  
Print Name of Officer, Trustee or Partner

By: \_\_\_\_\_  
Signature of Officer, Trustee or Partner

\_\_\_\_\_  
Print Name of Officer, Trustee or Partner

Date and Place Executed:

Date: \_\_\_\_\_

Place: \_\_\_\_\_  
(City and State)

# 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.

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").

Name of Subscriber: \_\_\_\_\_

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. Covenant to Update Information. The undersigned covenants to advise the Partnership by telephone and in writing if any representation and warranty contained herein becomes untrue.
5. Memorandum and Partnership Agreement. 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. Agreement with Respect to Resale. 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. Indemnification. 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. Receipt of Memorandum. 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. Notices. 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. Assignment. This Agreement may not be assigned or transferred by either party without the consent of the other party.

11. Amendment and Waiver. 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. Binding Effect. 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. Capitalized Terms. Capitalized terms used herein but not defined shall have the same meaning as in the Partnership's Private Placement Memorandum.

**SIGNATURE PAGE  
FOR ENTITY**

Form of Organization: (check one)    Partnership:     Corporation     Trust:   
Other (describe) \_\_\_\_\_

Full Name of Subscriber: \_\_\_\_\_    Tax I.D. No. \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total amount of Interests subscribed for: \$ \_\_\_\_\_

The undersigned warrants that he has full power and authority to execute this Subscription Agreement on behalf of the above entity and that an investment in the Partnership is not prohibited by the governing documents of the entity.

Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Accepted By:

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

By: \_\_\_\_\_  
Name:  
Title:

**SIGNATURE PAGE  
FOR ENTITY**

Form of Organization: (check one)    Partnership:     Corporation     Trust:   
Other (describe) \_\_\_\_\_

Full Name of Subscriber: \_\_\_\_\_    Tax I.D. No. \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total amount of Interests subscribed for: \$ \_\_\_\_\_

The undersigned warrants that he has full power and authority to execute this Subscription Agreement on behalf of the above entity and that an investment in the Partnership is not prohibited by the governing documents of the entity.

Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Accepted By:

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

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGEMENT**

**FOR ENTITY**

*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 \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the \_\_\_\_\_ of \_\_\_\_\_, the entity described in and which executed the foregoing Subscription Agreement, who acknowledged and swore that he signed and delivered said instrument on behalf of said entity.

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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### **FOR INVESTORS IN ALL UNITED STATES**

**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 FOR 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.**

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

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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: \_\_\_\_\_

TELEPHONE NO. ( ) \_\_\_\_\_

\*NAME OF TRUSTEE: \_\_\_\_\_

\*NAME OF PLAN SPONSOR: \_\_\_\_\_

\*ADDRESS OF PLAN SPONSOR: \_\_\_\_\_

TAX ID (EIN) NO.: \_\_\_\_\_

CAPITAL CONTRIBUTION: \_\_\_\_\_

SIGNATURE OF THE LIMITED PARTNER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*If applicable.