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**LIMITED PARTNERSHIP OFFERING SUBSCRIPTION BOOKLET**

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**CODE ENFORCER, L.P., A TEXAS LIMITED PARTNERSHIP**

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INSTRUCTIONS

Each person desiring to purchase Limited Partnership Units ("Units") of CODE ENFORCER, L.P., a Texas Limited Partnership (the "Partnership"), pursuant to the terms of the Confidential Offering Memorandum dated July 20, 2008 must follow the instructions set forth below:

- (a) Subscription Agreement. Carefully review all provisions of the Subscription Agreement. Sign and date the Subscription Agreement and state the number of Limited Partnership Units that you wish to purchase in Section 1 of the Subscription Agreement. Please carefully review and complete the Investor Questionnaire provisions set forth in Section 5 of the Subscription Agreement.
- (b) Payment. Execute a certified check made payable to the order of *Doorcall, L.L.C., HOLDING ACCOUNT*, in an amount equal to Five Thousand Dollars (\$5,000.00) multiplied by the number of Units that you desire to purchase. You may also wire transfer the subscription price by use of the following wiring instructions:\_\_\_\_\_

Upon execution of the Subscription Agreement and your subscription payment, please return both the Subscription Agreement and the certified check, if paying by check, to the following address: CODE ENFORCER, L.P., 224 Clubhouse Drive, Austin, Texas 78734, Attention: Steve Cauley. Do not return the Confidential Offering Memorandum with the Subscription Agreement. This document is for your records.

If you have any questions regarding the procedures outlined above, please do not hesitate to call Steve Cauley of the Partnership at (512) 626.0795 and request assistance.

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## LIMITED PARTNERSHIP UNIT OFFERING SUBSCRIPTION AGREEMENT

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### CODE ENFORCER, L.P., A TEXAS LIMITED PARTNERSHIP

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CODE ENFORCER, L.P., a Texas Limited Partnership  
DOORCALL, L.L.C., General Partner  
224 Clubhouse Drive  
Austin, Texas 78734

Ladies and Gentlemen:

The undersigned understands that CODE ENFORCER, L.P., a Texas Limited Partnership (the "Partnership"), is seeking capital through the offer and sale of its Limited Partnership Units (the "Units"). The Units will be offered by the Partnership (the "Offering") pursuant to the terms set forth in the Confidential Offering Memorandum dated July 20, 2008, and in this Subscription Agreement.

1. Subscription. Subject to the terms and conditions hereof, the undersigned irrevocably tenders this subscription (the "Subscription") for \_\_\_\_\_ Units at a purchase price of Five Thousand Dollars (\$5,000.00) per Unit, together with a certified check or wire transfer of funds in the amount of \$\_\_\_\_\_ (i.e., \$5,000.00 times \_\_\_\_\_ Units). It is further understood and agreed that the Partnership has the right, in its sole and absolute discretion, to accept or reject this Subscription, in whole or in part, and that the Subscription shall be deemed to be accepted only when it is signed by the Partnership.

2. Representations and Warranties of the Undersigned. The undersigned hereby represents and warrants to the Partnership as follows:

(a) The undersigned has such knowledge and experience in financial and business matters, including securities and investments generally, that the undersigned is capable of evaluating the merits and risks of the purchase of Limited Partnership Units and the suitability of Limited Partnership Units as an investment for the undersigned, or the undersigned and his, her or its representatives, if any, together have such knowledge and experience in financial and business matters, including securities and investments generally, that they are capable of evaluating the merits and risks of the purchase of Limited Partnership Units and the suitability of the Units as an investment for the undersigned;

(b) The Limited Partnership Units for which the undersigned hereby subscribes will be acquired for his, her or its own account for investment only and not with the view toward resale or redistribution, and the undersigned does not presently have any reason to anticipate any change in his, her or its circumstances or other event which would cause the undersigned to need to sell his, her or its Limited Partnership Units;

(c) The undersigned has received no representations or warranties from the Partnership or its employees, representatives or agents;

(d) The undersigned is able to bear the economic risk of the purchase of the Limited Partnership Units for which he, she or it has subscribed, and the undersigned has sufficient net worth to sustain a loss of his, her or its entire investment in the Limited Partnership Units without a material economic hardship if such a loss should occur;

(e) The undersigned has received, read and is familiar with the Confidential Offering Memorandum of the Partnership and all documents, records, books, business plans and financial statements concerning the Partnership that he, she or it has requested, and such materials have been made available to the undersigned and his, her or its representatives, if any;

(f) The undersigned and his, her or its representatives, if any, have had an opportunity to ask questions of and receive satisfactory answers from the Partnership or any of its representatives concerning the terms and conditions of this investment, and all such questions have been answered to the full satisfaction of the undersigned;

(g) The undersigned represents and acknowledges that: (i) he, she or it understands that his, her or its investment in the Partnership is speculative and involves a high degree of risk of loss; (ii) the undersigned must bear the economic risk of such an investment for an indefinite period of time because the Limited Partnership Units have not been registered under the Securities Act of 1933, as amended (the "Act"), or any applicable state securities laws and cannot be sold unless subsequently registered under such Act and state laws or unless an exemption from such registration is available; (iii) no representations, warranties or assurances by the Partnership or any of its representatives have been made regarding any economic benefits (including tax) that may inure to the undersigned as a result of his, her or its purchase of Limited Partnership Units; and (iv) no representations or warranties have been made concerning future distributions to Unit holders;

(h) The undersigned acknowledges that the Partnership has not represented or warranted as to any of the following: (i) the length of time that the undersigned must retain his, her or its Units; (ii) the profit or loss to be realized, if any, as a result of the purchase of Limited Partnership Units; or (iii) that the past performance of the Partnership or any projections contained within the Confidential Offering Memorandum or accompanying Business Plan will predict the overall financial performance of the Partnership;

(i) The undersigned acknowledges that the Partnership has made available to the undersigned or his, her or its representatives, if any, the opportunity to obtain additional information to verify the accuracy of the information contained in the Confidential Offering Memorandum and/or the accompanying Business Plan;

(j) The undersigned confirms that he, she or it has consulted, to the extent deemed desirable, with his, her or its own attorney, accountant or other advisors, and that such advisors have analyzed the relevant materials relating to the Partnership and have advised the undersigned of the business and financial consequences associated with his, her or its purchase of Limited Partnership Units. The undersigned represents that he, she or it has made other investments of a speculative nature and, by reason of his, her or its business and financial experience, or the business and financial experience of his, her or its advisors, has the capacity to protect his, her or its own interest in investments of this nature;

(k) The undersigned agrees that all information made available to the undersigned and/or his, her or its representatives, if any, in connection with his, her or its purchase of Limited Partnership Units, is and shall remain confidential and may not be reproduced, distributed or used for any other purpose without the prior written consent of the Partnership;

(l) The undersigned acknowledges and agrees that, after acceptance by the Partnership, he, she or it is not entitled to cancel, terminate or revoke this Subscription or any agreements of the undersigned hereunder; and

(m) The undersigned acknowledges that this Offering has been prepared by an attorney who has been retained to do so by the General Partner and that all information contained within the Offering is based upon information supplied to said attorney by the General Partner and that the attorney has not independently investigated or audited his client, the General Partner. The Offering is made pursuant to Section 33 N of the Texas Securities Act. Under the Texas Securities Act, the Partnership is considered a Small Business Issuer. The undersigned further acknowledges, in signing this Subscription Agreement, that said attorney's services and limitations on any liability, as governed by Section 33 N of the Texas Securities Act, in the absence of intentional wrongdoing in providing the services, are limited to an amount equal to three times the fee paid by the issuer or other seller to the person (attorney) for the services related to the offer of securities.

3. Limitation on Transfer of Units. The undersigned acknowledges that he, she or it is aware that there are substantial restrictions on the transferability of the Limited Partnership Units. Since these Units will not be, and the undersigned has no right to require that they be, registered under the Act, or any applicable state securities laws, the Limited Partnership Units may not be, and the undersigned agrees that they shall not be, sold unless such sale is exempt from registration under said Act and such laws. The undersigned understands that he, she or it may not require the purchase by the Partnership of his, her or its Limited Partnership Units. No Limited Partnership Units will be transferred by the Partnership except in compliance with Regulation D, as promulgated under the Act.

4. Restrictions and Limitations. The undersigned understands and agrees that the following restrictions and limitations are applicable to the purchase, resale, pledge, hypothecation or other transfer of the Limited Partnership Units:

(a) The Limited Partnership Units shall not be sold, pledged, hypothecated or otherwise transferred unless either: (i) the Units are registered under the Act and applicable state securities laws, or (ii) the sale, pledge, hypothecation or transfer of the securities is exempt therefrom under Regulation D or otherwise; and

(b) A legend has been or will be placed on the certificate(s) evidencing the Limited Partnership Units in substantially the following form:

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND, WITHOUT SUCH REGISTRATION, SUCH SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT UPON DELIVERY TO THE PARTNERSHIP OF AN OPINION OF COUNSEL SATISFACTORY TO THE PARTNERSHIP THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER. THESE

SECURITIES MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH REGULATION D, AS PROMULGATED UNDER THE ACT.

(c) If a transfer agent for the Partnership is utilized, stop transfer instructions to such transfer agent will be placed with respect to the securities to restrict the sale, pledge, hypothecation or other transfer of the Limited Partnership Units, subject to the terms of this Subscription Agreement. The Partnership will not register the transfer of any Limited Partnership Units unless such transfer is in compliance with Regulation D.

5. Investor Questionnaire.

In order to enable the Partnership to determine whether you are an accredited investor, please complete the following:

(a) Net Worth

My individual net worth or joint net worth with my spouse, inclusive of the home (valued at its estimated fair market value net of current encumbrances), furnishings and automobiles is: (check whichever statement is applicable)

- \_\_\_\_\_ less than \$250,000
- \_\_\_\_\_ \$250,000 to \$499,999
- \_\_\_\_\_ \$500,000 to \$999,999
- \_\_\_\_\_ in excess of \$1,000,000

(b) Income

My \_\_individual or \_\_joint (with my spouse) net annual income in each of the two most recent years was: (check whichever statement is applicable)

	<u>2006</u>		<u>2007</u>
_____	less than \$99,999	_____	less than \$99,999
_____	\$100,000 to \$199,999	_____	\$100,000 to \$199,999
_____	\$200,000 to \$300,000	_____	\$200,000 to \$300,000
_____	in excess of \$300,000	_____	in excess of \$300,000

I reasonably expect my \_\_individual or \_\_joint (with my spouse) net income in the current year to be: (check whichever statement is applicable)

- Estimated 2008
- \_\_\_\_\_ less than \$99,999
  - \_\_\_\_\_ \$100,000 to \$199,999
  - \_\_\_\_\_ \$200,000 to \$300,000
  - \_\_\_\_\_ in excess of \$300,000

(c) Affiliation with the Partnership

I hold the following positions with the Partnership: (check whichever statement is applicable)

\_\_\_\_\_ General Partner  
\_\_\_\_\_ Limited Partner

(d) Investors Other than Individuals, Trusts and Estates

**If the undersigned is a natural person, trust or estate do not answer this question. Additional information concerning the equity owners of the undersigned may be required as specified by the Partnership.**

The undersigned is: (check one)

- ◆ i. A bank (as defined in Section 3(a)(2) of the Act).
- ◆ ii. An insurance company (as defined in Section 2(13) of the Act).
- ◆ iii. An investment company registered under the Investment Company Act of 1940.
- ◆ iv. A business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940.
- ◆ v. A Small Business Investment Company licensed by the U.S. Small Business Administration under 301(c) or (d) of the Small Business Investment Act of 1958.
- ◆ vi. An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 having total assets in excess of \$5,000,000.
- ◆ vii. A private business development as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- ◆ viii. An organization described in Section 501(c)(3) of the Internal Revenue Code (tax exempt organization), corporation, Massachusetts or similar business trust, partnership, not formed for the specific purpose of acquiring the securities offered, having total assets in excess of \$5,000,000.
- ◆ ix. Other. If you check this box the Partnership may require you to provide the information required by Questions (a) and (b) above and (e) below for each equity owner of the entity.

(e) All Investors

- a. The undersigned has invested in excess of \$ \_\_\_\_\_ in the past five years in equity or debt offerings of business entities.
- b. Individual investors must answer these questions:
  - (i) My principal occupation is: \_\_\_\_\_
  - (ii) My educational background is as follows:  
College: \_\_\_\_\_ Degree: \_\_\_\_\_ Year: \_\_\_\_\_  
Grad. School: \_\_\_\_\_ Degree: \_\_\_\_\_ Year: \_\_\_\_\_
  - (iii) I am \_\_\_\_\_ years of age.

The undersigned acknowledges that the Partnership is relying upon the information and representations concerning the undersigned set forth in these Investor Suitability Representations. The undersigned affirms that all such information is accurate and complete and may be relied upon in determining whether the undersigned is a qualified offeree and investor, and otherwise for purposes of determining the availability of an exemption from registration for the Offering.

**INVESTORS MAY BE REQUIRED TO SUBMIT ADDITIONAL INFORMATION TO THE PARTNERSHIP TO ENABLE THE PARTNERSHIP TO DETERMINE THE INVESTOR'S SUITABILITY UNDER APPLICABLE FEDERAL AND/OR STATE LAWS OR TO VERIFY THE INFORMATION PROVIDED.**

6. Non-U.S. Persons. If the undersigned is not a natural person resident in the United States or a partnership or corporation organized in the United States (a "U.S. Person"), the undersigned certifies that: (i) it is not a U.S. Person and is not acquiring the Limited Partnership Units for the account or benefit of any U.S. Person, and (ii) it agrees to resell the Units only in accordance with Regulation S or another exemption from registration thereunder.

7. Miscellaneous.

(a) Notice. Any notice required to be given to the undersigned under this Subscription Agreement shall be sufficiently given upon personal delivery or on the third day after it is mailed, if sent by registered or certified mail, postage prepaid, addressed to the undersigned at the last address shown on the records of the Partnership, unless the undersigned otherwise directs the Partnership by written notice. Any notice required to be given to the Partnership under this Subscription Agreement shall be sufficiently given upon personal delivery or on the third day after it is mailed, if sent by registered or certified mail, postage prepaid, addressed to the Partnership at 224 Clubhouse Drive, Austin, Texas 78734, Attention: Steve Cauley.

(b) Governing Law. This Subscription Agreement shall be governed by the laws of the State of Texas.

(c) Venue; Service of Process. The undersigned hereby irrevocably submits to the nonexclusive jurisdiction of the courts of the State of Texas and agrees and consents that service of process may be made upon the undersigned in any legal proceeding arising out of or in connection with any agreement executed in connection with the purchase of Limited Partnership Units or this Subscription Agreement by service of process as provided by Texas law. Venue shall lie in Travis County, Texas. Nothing herein shall affect the right of the Partnership to commence legal proceedings or otherwise proceed against the undersigned in any jurisdiction or to serve process in any manner permitted by applicable law.

(d) Number and Gender of Words. Whenever a word is used in the singular, the same shall include the plural where appropriate, and words of any gender shall include each other gender or the neuter gender where appropriate.

(e) Captions. The captions, headings and arrangements used in this Subscription Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

(f) Illegal Provision. If any provision of this Subscription Agreement is held to be illegal, invalid or unenforceable, such provision will be fully severable. This Subscription Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Subscription Agreement, and the remaining provisions of this Subscription Agreement will remain in full force and effect.

(g) Persons Bound by Agreement. The conditions, terms, provisions and covenants contained in this Subscription Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, successors, assigns, administrators, executors and other legal representatives.

(h) Counterparts. This Subscription Agreement may be executed in multiple counterparts, each of which shall be deemed an original but, in making proof hereof, it shall never be necessary to exhibit more than one such counterpart except in the instance when the execution of this Subscription Agreement is questioned.

(i) Prior Agreements. All prior agreements between the parties hereto with respect to the matters contained herein are hereby revoked and terminated and are and shall be of no further force and effect.

IN WITNESS WHEREOF, the undersigned has executed, acknowledged and delivered this Subscription Agreement on the \_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
Social Security or Tax ID Number

\_\_\_\_\_  
Residence Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Residence Telephone Number

ACCEPTED AND AGREED TO as of this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CODE ENFORCER, L.P.,  
a Texas Limited Partnership

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

Its: \_\_\_\_\_