

**ZONE PARTNERS
LIMITED PARTNERSHIP**

**SUBSCRIPTION
DOCUMENTS**

**Part I -
SUBSCRIPTION AGREEMENT**

**Part II -
CONFIDENTIAL PURCHASER
QUESTIONNAIRE**

**STORY AVENUE, LIMITED LIABILITY COMPANY
ZONE PARTNERS, LIMITED PARTNERSHIP
12111 Califa Street, Suite #12
North Hollywood, California 91607**

Part - I



**SUBSCRIPTION
AGREEMENT**

Subscription Documents Instructions

Part I -

Subscription Agreement: (Pgs. 1-8)

On Page 1 (In first paragraph) -

Fill in the # of Units being purchased in the space provided.

Write the # of Units in both words and numbers. Example: (five) 5

Fill in the dollar amount for the purchase in the space provided .

On Page 5 -

Item #3 - Fill the name of the state where you reside.

On Page 6 -

Item #6 (a - h) - Put a “Check” next to the appropriate space, to designate the “Manner in Which Title to the Securities is to be Held“.

If signing on as “Individuals” - Go to Page 7.
(This Page is not for a Company, Corporation or Trust.)

On Page 7 - The “Signature Page For Individuals”.

Simply fill in the appropriate information in the spaces provided.

(Leave the “Accepted:” area at the bottom of the page blank. It’s for Company use.)

If applying as “Individuals” - SKIP Page 8.

If applying as an “Entity” (Company, Corporation or Trust), go to Page 8.

On Page 8 - The “Signature Page For Entities”.

Fill in the appropriate information in the spaces provided. (Note: Leave the “Accepted:” area at the bottom of the page blank. It’s for Company use.)

Be Sure to initial all pages in the space at the bottom right of each page.

Subscription Agreement

ZONE PARTNERS, LIMITED PARTNERSHIP
STORY AVENUE, LIMITED LIABILITY COMPANY
12111 Califa Street, #12
North Hollywood, California 91607

Gentlemen:

The undersigned hereby tenders this subscription and applies for the purchase of _____ unit(s) as fully set forth and described in the Confidential Private Placement Memorandum dated January 9, 2018, of Zone Partners, Limited Partnership (the "partnership"), a California limited partnership, upon the terms and conditions set forth below. The unit(s) will sometimes be referred to herein as the "Securities." A check payable to Zone Partners, Limited Partnership, in the amount of \$ _____, or cash or a money order in the same amount, 100% of the total due for such unit(s) at a price of \$100,000 per unit is delivered herewith.

The undersigned understands that the partnership may reject any subscription for units for any reason (regardless of whether any check relating to such subscription is deposited in a bank or trust account), and that the partnership will promptly return the funds delivered herewith, with interest thereon, in the event this subscription is rejected, without deduction for expenses, all as set forth in the Memorandum as discussed below. By execution below, the undersigned acknowledges that the partnership is relying upon the accuracy and completeness of the representations contained herein in complying with its obligations under applicable securities laws.

1. The undersigned acknowledges and represents as follows:

a. The undersigned has received and carefully reviewed, and is familiar with, the Confidential Private Placement Memorandum dated January 8, 2018 and all material incorporated by reference therein or delivered therewith (the "Memorandum").

1.

Init. _____

In evaluating the suitability of an investment in the Securities, the undersigned has not relied upon any representations or other information (whether oral or written) from the general partner, its officers, directors, or employees or from the partnership other than as set forth in the Memorandum.

b. The undersigned has such knowledge and experience in financial and business matters that he/she is capable of evaluating the merits and risks of the prospective purchase of the Securities.

c. The undersigned has obtained, to the extent he/she deems necessary, his/her own personal professional advice with respect to the risks inherent in the investment in the Securities, and the suitability of the investment in the Securities in light of his/her financial condition and investment needs.

d. The undersigned believes that the investment in the Securities is suitable for him/her based upon his/her investment objectives and financial needs, and the undersigned has adequate means of providing for his/her current financial needs and personal contingencies and has no need for liquidity of investment with respect to the Securities.

e. The undersigned has been given access to full and complete information regarding the partnership and has utilized such access to his/her satisfaction, or waived the opportunity to do so, for the purpose of asking questions and receiving answers concerning the terms and conditions of the offering of the Securities, obtaining information in addition to, or verifying information included in, the Memorandum, and obtaining any of the documents described in the Memorandum. The undersigned has either attended or been give reasonable opportunity to attend a meeting with representatives of the partnership for the purpose of asking questions of, and receiving answers from, such representatives concerning the terms and conditions of the offering of the Securities and to obtain any additional information, to the extent reasonably available, necessary to verify the accuracy of information provided in the Memorandum.

The rest of this page is intentionally left blank.

f. The undersigned recognizes that the partnership has no operating history, and that the Securities as an investment involve a high degree of risk including, but not limited to, the risk of economic losses from operations of the partnership and the risks described under the heading "High Risk Factors" in the Confidential Private Offering Memorandum.

g. The undersigned realizes that (i) the purchase of the Securities should be considered by him/her to be a long-term investment, (ii) the purchaser of the Securities must bear the economic risk of investment for an indefinite period of time because the Securities have not been registered under applicable securities laws pursuant to exemptions therefrom and, therefore, none of the Securities may be sold unless subsequently registered under such securities laws or exempted from such registration, (iii) there is presently no public market for the partnership's units and the undersigned understands that he/she may not be able to liquidate his/her investment in the Securities in the event of an emergency or pledge any of the Securities as collateral security for loans, (iv) a legend will be placed on each certificate or other document representing the Securities stating that the Securities have not been registered under the Securities Act of 1933, as amended (the "Act") and applicable state securities laws and referencing the restrictions on transferability of the Securities set forth in paragraph 2 below, and (v) stop transfer instructions will be given to the transfer agent if any, and noted on the partnership's records, relating to the Securities.

h. The undersigned acknowledges that the partnership and its affiliates have not retained counsel to provide its prospective investors with representation in connection with this offering. The undersigned also acknowledges that he/she understands that (i) no counsel has undertaken any independent due diligence investigation of the facts and circumstances relating to this offering, and (ii) he/she must assume responsibility for his/her own due diligence investigation, and (iii) the protection afforded by a complete due diligence investigation of counsel is not present in this offering.

The rest of this page is intentionally left blank.

3.

Init. _____

i. The undersigned acknowledges that he/she understands the risk that insufficient capital will be raised in this offering or in any other attempt to raise financing to fund the project contemplated hereby, if any, to assist in accomplishing the partnership's goals and projections (if any); and that there is absolutely no assurance that (a) the partnership will complete this private offering of its units (b) the partnership will be able to secure adequate funding from some other source to complete its proposed project; or (c) that the partnership will be able to operate profitably. Further, the undersigned acknowledges that if the partnership is unable to successfully conclude this offering, or obtain other financing, the partnership (and, therefore, the undersigned) would suffer a substantial loss which may result in the partnership not being able to develop and market the partnership's proposed product.

2. The undersigned has been advised that the Securities are not being registered under the Act or the relevant state securities law, but are being offered and sold pursuant to exemptions from such registrations, and that the partnership's reliance upon such exemptions is predicated part on the undersigned's representations to the company as contained herein and in the Confidential Purchaser Questionnaire included herewith. The undersigned represents and warrants that the Securities are being purchased for his/her own account and for investment and without the intention of reselling or redistributing the same, that he/she has made no agreement with others regarding any of the Securities, and that his/her financial condition is such that it is not likely that it will be necessary to dispose of any of the Securities in the foreseeable future. The undersigned further represents that he/she understands that he/she may not dispose of or transfer any of the Securities in any manner without first obtaining (i) an opinion of counsel satisfactory to the company that such proposed disposition or transfer lawfully may be made without the registration of the Securities for such purpose pursuant to the Act, as then amended, and applicable state securities laws, as well as any internal documents or policies of the company, or (ii) such registrations (it being expressly understood that the company shall not have any obligations to register such securities for any purpose.)

The rest of this page is intentionally left blank.

4.

Init. _____

3. The undersigned represents and warrants that he/she is a bona fide resident of, and is domiciled in, the State of _____ and that the Securities are being purchased by him/her in his/her name solely for his/her own beneficial interest and not as nominee for, or on behalf of, or for the beneficial interest of, or with the intention to transfer to, any other person, trust, or organization, except specifically set forth in paragraph 6 hereof.

4. The undersigned is informed of the significance to the partnership of the foregoing representations, and such representations are made with the intention that the partnership will rely on the same. The undersigned shall indemnify and hold harmless the partnership's general partner, its officers, directors, and agents and the partnership itself against any losses, claims, damages, or liabilities to which they, or any of them, may become subject insofar as such losses, claim, damages, or liabilities (or actions in respect thereof) arise from any misrepresentation or misstatement of facts or omission to represent or state facts made by the undersigned to the partnership concerning the undersigned or the undersigned's financial position in connection with the offering or sale of the Securities including, without limitation, any such representation, misstatement, or omission contained in the Confidential Purchaser Questionnaire submitted herewith.

5. The undersigned, if other than an individual, makes the following additional representations and warranties:

a. The undersigned was not organized for the specific purpose of acquiring the securities.

b. This Subscription Agreement has been duly authorized by all necessary action on the part of the undersigned, has been duly executed by the authorized officer or representative of the undersigned, and is a legal, valid and binding obligation of the undersigned enforceable in accordance with its terms.

The rest of this page is intentionally left blank.

5.

Init. _____

6. Manner in Which Title to the Securities is to be Held. (Check One)

- a. _____ Individual Ownership
 - b. _____ Community Property
 - c. _____ Joint Tenant with Right of Survivorship
(both parties must sign)

 - d. _____ Partnership
 - e. _____ Tenants in Common
 - f. _____ Corporation
 - g. _____ Trust
 - h. _____ Other (Please specify):
-

7. The undersigned, if executing this Subscription Agreement in a representative or fiduciary capacity, (i) represents that he has full power and authority to execute and deliver this Subscription Agreement on behalf of -the subscribing individual, partnership, trust, estate, corporation, or other entity for whom the undersigned is executing this Subscription Agreement, and such individual, partnership, trust, estate, corporation, or other entity has full right and power to perform pursuant to such Subscription Agreement and become a shareholder of the company and (ii) acknowledges that the representations and warranties contained herein shall be deemed to have been made on behalf of the person or persons for whom the undersigned is so purchasing.

The rest of this page is intentionally left blank.

SIGNATURE PAGE FOR INDIVIDUALS

Dated: _____, 2019

Signature

Signature (all record holders must sign)

Name(s) Typed or Printed

Name(s) Typed or Printed

Street or P.O. Box

City, State or Zip Code

Social Security Number

Social Security Number

Home Telephone Number

Cell Phone Number

WHEN COMPLETED AND SIGNED THIS SUBSCRIPTION AGREEMENT, ALONG WITH THE SUBSCRIBER'S CHECK (PAYABLE TO ZONE PARTNERS, LIMITED PARTNERSHIP) OR OTHER ACCEPTABLE PAYMENT PER THE ABOVE SHOULD BE DELIVERED TO ZONE PARTNERS, LIMITED PARTNERSHIP 12111 Califa St., #12. North Hollywood, CA 91607.

**ACCEPTED:
ZONE PARTNERS, LIMITED PARTNERSHIP
STORY AVENUE, LLC, GENERAL PARTNER**

By: _____ Date: _____

Its: _____

SIGNATURE PAGE FOR ENTITIES

Dated: _____, 2019

Name of Entity

* Signature with Title

Name(s) Typed or Printed

Street or P.O. Box

City, State and Zip Code

Tax Identification Number

Home Telephone Number

Cell Phone Number

*If Securities are being subscribed for by an entity, a document evidencing proper signatory authority must be attached to the Confidential Purchaser Questionnaire.

WHEN COMPLETED AND SIGNED THIS SUBSCRIPTION AGREEMENT, ALONG WITH THE SUBSCRIBER'S CHECK (PAYABLE TO ZONE PARTNERS, LIMITED PARTNERSHIP) OR OTHER ACCEPTABLE PAYMENT PER THE ABOVE SHOULD BE DELIVERED TO ZONE PARTNERS, LIMITED PARTNERSHIP, 12111 Califa St., Suite 12, North Hollywood, CA 91607.

**ACCEPTED:
ZONE PARTNERS, LIMITED PARTNERSHIP
STORY AVENUE, LLC, GENERAL PARTNER**

By: _____ Date: _____

Its: _____

Part - II

A rectangular graphic with a marbled, grey and white pattern, serving as a background for the text.

**CONFIDENTIAL
PURCHASER
QUESTIONNAIRE**

Confidential Questionnaire Instructions

Part II

Confidential Purchaser Questionnaire: (Pgs. 1-5)

Fill in all appropriate information on pages 1 - 5.

Be sure to select your status which ever is applicable as either an :
Accredited Investor or Non-Accredited Investor, found in Part II on pages 2, 3 and 4,
and fill in the requested information.

This is important information needed to meet the required Security Exchange Commission Regulations and state regulations for limited partnerships which allow us to have an unlimited number of *Accredited Investors and only 35 *Non-accredited Investors.

*The definitions of each can be found in the enclosed “Confidential Private Placement Offering Memorandum”, noted in the Investor Suitability section on Pages 8, 9, and 10.

Be Sure to initial all pages in the space at the bottom right of each page.

When finished:

Place your “Check” into the enclosed envelope located at the back of the “Subscription Documents” folder.

Then simply enclose the completed set of “Subscription Documents” into the enclosed pre-addressed stamped envelope.

Drop of envelope into the out-going mail slot at your local post office.

Please call us at (818) 761-6170 to let us know your “Check” and the “Subscription Documents” have been mailed.

After your submitted documents are verified and you are accepted as a partner you will receive your “Certificate of Ownership”. It will take approximately two to three weeks.

NOTE:

1. If acting as a Purchaser Representative please request the necessary forms.
2. If using funds from an IRA or 401K please enclose the necessary IRA forms with you Subscription Documents. Be sure to make sure the return postage on the pre-addressed stamped envelope is enough to cover the additional weight of the IRA documents.

If there are any questions, or if you need any assistance please do not hesitate to call me personally at 1-818-761-6170.

CONFIDENTIAL PURCHASER QUESTIONNAIRE

ZONE PARTNERS, LIMITED PARTNERSHIP
STORY AVENUE, LIMITED LIABILITY COMPANY
12111 Califa Street, #12
North Hollywood, California 91607

The following information is furnished to you in order for you to determine whether the undersigned will be a qualified purchaser of the units of Zone Partners, Limited Partnership (the "partnership"). I UNDERSTAND THAT ALL INFORMATION CONTAINED HEREIN IN THIS CONFIDENTIAL PURCHASER QUESTIONNAIRE ("PURCHASER QUESTIONNAIRE") WILL BE TREATED CONFIDENTIALLY. However, I agree that you may present this Purchaser Questionnaire to such parties as you deem appropriate if called upon to establish that the proposed offer and sale of the units is exempt from registration under the Act or meets the requirements or applicable state securities laws, or as otherwise required by law.

A. GENERAL INFORMATION. THE FOLLOWING INFORMATION IS TO BE PROVIDED BY ALL INVESTORS. (Please print or type - attach additional information on separate sheets if necessary.)

1. Name of Investor (for corporations, partnerships, or trusts, please give name of entity and name of authorized individual completing this Purchaser Questionnaire):

NAME: _____

Home Address: _____

Home Phone: _____ **Cell Ph:** _____

U.S. Citizen: Yes: _____ **No:** _____

Employer: _____

Business Address: _____

Business Telephone: _____

Length of Employment: _____

1.

Init. _____

2. Type of Investor (check one): _____

- _____ U.S. Resident Individual Taxpayer
- _____ Non-resident Alien Individual Taxpayer
- _____ Qualified Plan
- _____ Entity Exempt Under **Section 501 of the Internal Rev. Code of 1986**
- _____ Individual Retirement Account or KEOGH Plan
- _____ Corporation Organized Under the Laws of the State of _____
- _____ Partnership Organized Under the Laws of the State of _____

3. Notices to the Investor should be sent to (check one)

- _____ Home (as specified in Question 1, above)
- _____ Office (as specified in Question 1, above)

B. TO BE COMPLETED ONLY BY ACCREDITED INVESTORS.

I understand that the representations contained in this Part B are made for the purpose of qualifying me as an "Accredited Investor" as that term is defined in Regulation D as promulgated by the Securities and Exchange Commission. I understand that a false representation may constitute a violation of law, and that any person who suffers damage as a result of a false representation may have a claim against me for damages. PLEASE PLACE AN "X" ON THE APPROPRIATE LINE OR LINES BELOW.

Category I _____ The undersigned is an individual (not a partnership, corporation, trust, etc.) whose present net worth (with spouse) exceeds \$1,000,000.

Category II _____ The undersigned is an individual (not a partnership, corporation, trust, etc.) who reasonably expects an individual income in excess of \$200,000 (excluding income of spouse), or joint income with his spouse in excess of \$300,000, in the current year and had an individual income in excess of \$200,000 (excluding income of spouse), or joint income with his spouse of \$300,000 in each of the last two years.

2.

Init. _____

C. TO BE COMPLETED BY ALL NON-ACCREDITED INVESTORS AND BY ANY INVESTOR WHO IS A RESIDENT OF CALIFORNIA.

The following information is to be provided by prospective purchasers who are individuals, or by the person making the investment decision on behalf of corporations, partnerships, trusts or other entities.

1. Business or professional education:

School	Major	Attendance Dates	Degree
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Current and prior employment, position, or occupations: (Please set forth employment history during at least the past five years, indicating employer, title, principal responsibilities and years of service.)

3. Details of training or experience in financial and business matters not disclosed in items 1 and 2:

4. I have made the following investments that reflect my knowledge and experience in financial and business matters in the last five years:

5. I have previously purchased securities that were sold in reliance on a private offering exemption from registration under the Act: Yes _____ No _____

3.

Init. _____

6. I have a net worth of approximately \$ _____, including my home, home furnishings, and automobiles, etc..

7. My income for the past two years has been \$_____ and \$_____ respectively, and I reasonably expect my income to be \$_____ in the present year.

8. Please initial one of the following statements.

____ Alternative One. I have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of an investment in the Units, and do not desire to utilize a Purchaser Representative in connection with evaluating such merits and risks. (Please note that the partnership may require you to use a Purchaser Representative. - OR

____ Alternative Two. I intend to use the services of the person(s) named below as Purchaser Representative(s) in connection with evaluating the merits and risks of an investment in the Units. If this alternative is initialed, a completed and signed Purchaser Representative Questionnaire must accompany this Confidential Purchaser Questionnaire.

The rest of this page is intentionally left blank.

4.

Init. _____

