



*AD ASTRA FUND II, L.P.*

SUBSCRIPTION AGREEMENT

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Ad Astra Fund II, L.P.  
% Campbell-Becker, Inc.  
1321 Wakarusa Drive - Suite 2102  
Lawrence, KS 66049

Gentlemen:

The undersigned acknowledges that Ad Astra Fund II, L.P., a Kansas limited partnership (the "Partnership"), has been formed pursuant to the Kansas Revised Uniform Limited Partnership Act, and that Technology Partners Limited Partnership, a Kansas limited partnership (the "General Partner"), is the sole general partner of the Partnership, and that KTEC Holdings, Inc., a Kansas corporation ("KTEC"), is the initial limited partner of the Partnership.

The undersigned desires to become a limited partner of the Partnership by purchasing a limited partnership interest in the Partnership (the "Interest") by making a capital contribution to the Partnership equal to 100% of the amount set forth on page 9 hereof, payable in accordance with the terms of the Partnership's Limited Partnership Agreement dated as of July 1, 1993 (the "Partnership Agreement").

The capitalized terms used without definition in this Subscription Agreement shall have the respective meanings specified in the Partnership Agreement. This Subscription Agreement, together with the substantially identical Subscription Agreements executed by the other Limited Partners, are referred to herein as the "Subscription Agreements".

The Partnership, the General Partner and the undersigned agree as follows:

1. Sale and Purchase of Limited Partnership Interest. The Partnership, in reliance upon the undersigned's representations and warranties set forth in this Subscription Agreement, and subject to the terms and conditions set forth in the Partnership Agreement and this Subscription Agreement, shall issue and sell to the undersigned, and the undersigned, in reliance upon the promises of the General Partner and the Partnership contained in the Partnership Agreement and this Subscription

Agreement, and subject to the terms and conditions set forth in the Partnership Agreement and this Subscription Agreement, shall subscribe for and purchase from the Partnership the Interest by making a capital contribution equal to 100% of the agreed value of the Interest. Subject to the terms and conditions set forth in the Partnership Agreement and this Subscription Agreement, the undersigned's obligation to subscribe for and pay for the Interest shall be complete and binding upon the execution, delivery and acceptance of this Subscription Agreement, but the purchase price for such Interest shall be payable in accordance with the terms of the Partnership Agreement.

2. Closing. The closing (the "Closing") of the sale and purchase of the Interest and the payment of the purchase price therefor shall take place at the offices of WESTERN RESOURCES, on such time and date as shall be designated by the General Partner by five (5) days' prior written notice (but which in no event shall be later than December 31, 1994).

3. Representations and Warranties by the Partnership and the General Partner. The Partnership and the General Partner, jointly and severally, represent, warrant and agree as follows:

3.1 Compliance With Other Instruments. Neither the Partnership nor the General Partner is in violation of any term of the Partnership Agreement or the Subscription Agreements and the Partnership is not in knowing violation of any term of any contract, agreement, instrument, judgment, decree, order, statute, rule or regulation. The execution and delivery of the Partnership Agreement and the Subscription Agreements will not result in the violation of, constitute a default under or conflict with any contract, agreement, instrument, judgment, decree, order, statute, rule or regulation applicable to the Partnership or the General Partner, or result in the creation of any mortgage, lien, encumbrance of charge upon any of the properties or assets of the Partnership.

3.2 Litigation. There are no actions, proceedings or investigations pending or threatened against the Partnership or the General Partner with respect to the Partnership (or any basis therefor known to the General Partner).

3.3 Disclosure. Neither the Private Placement Memorandum dated January 10, 1994 (the "Memorandum"), this Subscription Agreement, the Partnership Agreement, nor any other written document, certificate or instrument furnished to any Limited Partner or to counsel to any Limited Partner by or on behalf of the General Partner of the Partnership in connection with the transactions contemplated hereby, contains (except for the Memorandum to the extent that the terms of the Partnership as set

forth therein are modified by the Partnership Agreement) any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they are or were made.

3.4 Partnership Liabilities. The Partnership has not engaged in any transaction (other than the offering under the Memorandum and the transactions described therein) except as described by APPENDIX hereto and does not have any liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise (including, without limitation, liabilities as guarantor or otherwise with respect to obligations of others) and whether due or to become due (other than liabilities and obligations arising out of the offering under the Memorandum and the transactions described therein and any APPENDIX hereto).

3.5 Limited Partner Liabilities. Provided that the undersigned does not take part in the control of the business of the Partnership beyond the exercise of the rights and powers of a Limited Partner as set forth in the Partnership Agreement, the undersigned will be a Limited Partner for purposes of the Kansas Act and, as such, the undersigned's liability to the Partnership and to creditors of the Partnership will be limited to the extent provided by the Kansas Act and the Partnership Agreement.

3.6 Issuance of the Interests. All action required to be taken by the General Partner and the Partnership as a condition to the issuance and sale of the Interest purchased by the undersigned has been taken, such Interest will represent a duly and validly issued limited partnership interest in the Partnership and the undersigned will be a Limited Partner of the Partnership entitled to all the benefits of a Limited Partner under the Partnership Agreement and the Kansas Act.

4. Representation as to Investor Status.

4.1 The undersigned is an "Accredited Investor" within the meaning of Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), and in that regard the undersigned and the circumstances of the proposed investment in the Partnership by the undersigned satisfying one or more of the following requirements. Please check each category applicable to you as an investor in the Partnership.

N/A ( ) (1) A bank as defined in Section 3(a)(2) of the Securities Act;

- N/A* ( ) (2) A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;
- N/A* ( ) (3) A broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934;
- N/A* ( ) (4) An insurance company as defined in Section 2(13) of the Securities Act;
- N/A* ( ) (5) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;
- N/A* ( ) (6) A small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- N/A* ( ) (7) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000.
- N/A* ( ) (8) An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are "Accredited Investors";
- N/A* ( ) (9) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- N/A* ( ) (10) An organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- N/A* ( ) (11) A director, executive, officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

N/A  (12) A natural person whose individual "Net Worth" (as defined in paragraph 4.2 below), or joint "Net Worth" with that person's spouse, at the time of his purchase exceeds \$1,000,000;

N/A  (13) A natural person who had an individual "Income" (as defined in paragraph 4.3 below) in excess of \$200,000 in each of the two most recent years or joint Income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same "Income" level in the current year'

N/A  (14) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in § 230.506(b)(2)(ii) of Regulation D; or

(15) An entity in which all of the equity owners are "Accredited Investors".

4.2 The term "Net Worth" means the excess of total assets over total liabilities. In computing "Net Worth", the undersigned's principal residence must be valued either at (a) cost, including the cost of improvements, net of current encumbrances upon the property or (b) the appraised value of the property as determined upon a written appraisal used by an institutional lender making a loan to the individual secured by the property, including the cost of subsequent improvements, net of current encumbrances upon the property.

4.3 In determining "Income", the undersigned should add to his individual adjusted gross income (exclusive of any spousal income) any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

4.4 Indicate the form of entity of the undersigned:

- Individual
- Limited Partnership
- General Partnership
- Corporation

Revocable Trust (in an attachment hereto, identify each grantor and indicate under what circumstances the trust is revocable by the grantor)

Other Type of Trust (in an attachment hereto, indicate type of trust and, for trusts other than pension trusts, name the grantors and beneficiaries)

Other form of organization (in an attachment hereto, describe the form of organization).

4.5 If the undersigned is not an individual, indicate the approximate date the undersigned entity was formed: OCTOBER 8, 1990.

5. Representations and Warranties of Subscriber. The undersigned represents, warrants and agrees with the Partnership and the General Partner as follows:

5.1 The undersigned (a) acknowledges receipt of a copy of the Memorandum and of the Partnership Agreement, (b) has carefully examined the Memorandum and the Partnership Agreement, (c) has considered investment in the Partnership with such tax, business, financial and legal advisors as the undersigned has determined to be necessary in the circumstances, and (d) has had the opportunity to seek from the General Partner and its agents, and to receive, all additional information deemed necessary by the undersigned and any such advisors acting on behalf of the undersigned, in order to evaluate the merits and risks of investment in the Interest.

5.2 No representations or warranties have been made to the undersigned by the Partnership, the General Partner, or any agent of the General Partner other than as set forth in this Subscription Agreement and the Partnership Agreement.

5.3 The undersigned understands that the Interest has not been registered under any Federal or state securities act in reliance on an exemption for private offerings, and the undersigned acknowledges that it is purchasing an interest in the Partnership without being furnished any

prospectus or offering literature other than the Memorandum and the Partnership Agreement.

5.4 The undersigned recognizes that (a) the purchase of the Interest involves substantial risks inherent in an investment in a venture capital entity, (b) the Interest represents an illiquid, long-term investment for which no organized resale market, public or private, will develop and (c) the Interest may only be transferred in accordance with applicable securities laws and the terms of the Partnership Agreement.

5.5 The undersigned (a) is purchasing the Interest for its own account for investment only and has no intention to resell or distribute any of its Interest, (b) has knowledge and experience in business and financial matters sufficient to enable the undersigned to evaluate the merits and risks of investment in the Partnership, (c) is able to bear the economic risk of a complete loss of the investment in the Partnership, and (d) in connection with this investment, has not relied on any representation or information inconsistent with the terms and other information contained in the Memorandum, Partnership Agreement and this Subscription Agreement.

5.6 If the undersigned is a corporation, trust, partnership or other entity, it represents that it was not organized for the specific purpose of acquiring the Interest.

5.7 The undersigned acknowledges and is aware of the following:

(a) The Partnership has been recently organized and has had an extremely limited operating history; the investment in the Partnership Interest is speculative and involves a high degree of risk of loss of the entire investment.

(b) There are substantial restrictions on the transferability of the Interest; the Interest will not be, and investors in the Partnership have no rights to require that the Interest be, registered under the Securities Act; there will be no public market for the Interest; the undersigned may not be able to avail itself of exemption to Registration under applicable securities acts with respect to the resale of the Interest, and accordingly, may have to hold the Interest indefinitely, and it may not be possible to liquidate the investment in the Partnership.

(c) No state or federal agency has made any finding or determination as to the fairness of the terms of the offering and sale of the Interest or of the Partnership Agreement.

5.8 The undersigned has consulted its own legal, tax, business and other advisors concerning the legal, tax, business and other consequences of an investment in the Partnership and the undersigned further acknowledges that the Partnership and the General Partner have made no representations or warranties concerning such legal, tax, business and other consequences.

5.9 The undersigned is a resident of the state, territory or other jurisdiction identified in its address set forth under its signature hereto and the offer of the Interest was made to the undersigned in such state, territory or other jurisdiction.

5.10 The foregoing representations and warranties are true and accurate as of the date hereof and shall be true and accurate as of the date of Closing and shall survive such date. If in any respect such representations and warranties shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the General Partner by telex or telegram, specifying which representations and warranties are not true and accurate and the reasons thereof.

6. Power of Attorney. The undersigned hereby incorporates herein by this reference as if set forth here in full and affirms the power of attorney granted to the General Partner and the other persons named in Section 10.08 of the Partnership Agreement.

7. Subscription. This subscription (a) is not binding on the undersigned unless and until accepted by the General Partner of the Partnership, and shall be irrevocable by the undersigned until after 6-8, 1994; and (b) is for the benefit of the Partnership and the other subscribers for Interests in the Partnership.

8. Conditions to Closing. The undersigned shall have no obligation to purchase and pay for the Interest to be purchased at the Closing unless and until the Partnership and the General Partner shall have performed and complied with all agreements and conditions required by this Subscription Agreement and by the Partnership Agreement to be performed or complied with by them prior to or at the Closing and there shall exist no condition or event which constitutes a default under the Partnership Agreement or which with notice or lapse of time, or both, would constitute such a default.

9. Survival of Agreements, Representations and Warranties, etc. All agreements, representations and warranties contained herein or made in writing by or on behalf of the General Partner or the Partnership in connection with the transactions contemplated by this Subscription Agreement shall survive the execution and delivery of this Subscription Agreement, any investigation at any time made by the undersigned or on its behalf, and the sale and purchase of the Interest and payment thereof.

10. Expenses. Each party hereto will pay its own expenses relating to the Subscription Agreement and this purchase of the Interest.

11. Amendments. This Subscription Agreement and any term hereof may be changed, waived, discharged or terminated only with the written consent of the undersigned and the General Partner.

12. Counterparts. This Subscription Agreement may be executed in any number of counterparts, each of which shall be an original but all of which taken together shall constitute one Subscription Agreement.

13. Governing Law. Notwithstanding the place where this Subscription Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed under the laws of the State of Kansas.

14. Headings. The headings in this Subscription Agreement are for convenience of reference only, and shall not limit or otherwise affect the meaning hereof.

Amount of capital contribution required for Interest being purchased:

\$ 750,000<sup>00</sup>.

(Subscriber's Address of Record):

1021 MAIN ST., Suite 1270

HOUSTON, TX 77002

ASTRA LIMITED PARTNERS, INC.  
(Subscriber's Name)

By: [Signature]

Dated: 7/5/94

**REDACTED**

Subscriber's Tax Identification  
or Social Security Number

If you wish regular information and  
reports or distributions to be sent  
to a different address, please check  
and list below: ( )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Technology Partners Limited Partnership, the General Partner of Ad Astra Fund II, L.P., hereby accepts the foregoing Subscription on behalf of Ad Astra Fund II, L.P.

Dated: June 8, 1994.

AD ASTRA FUND II, L.P.,  
A Kansas Limited Partnership

By: TECHNOLOGY PARTNERS  
LIMITED PARTNERSHIP,  
as General Partner

By: Sam D. Campbell  
Sam D. Campbell, General Partner

*Management Company*  
*Campbell-Becker, Inc.*  
*1321 Wakarusa Drive, Suite 2102*  
*Lawrence, Kansas 66049*  
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