



**REQUEST FOR OFFERING INFORMATION
INITIAL DOCUMENTS TO SIGN AND RETURN**

On behalf of **ADVANCED BIOENERGY II, LP** please find the following documents attached for your review, signature and return:

- 1) Non-Disclosure Agreement (NDA) (*please sign and return page 4*);
- 2) Investor Questionnaire (*please return entire completed document*).

Email: Michael J. Penbera - CEIC (Michael.penbera@ceic.us.com)
Maryanne Banich – CEIC (Maryanne.banich@ceic.us.com)

Phone: 1.916.990.6599

Fax: 1.408.716-2997

Upon receipt of these documents and acceptance by the CEIC, a complete EB-5 Confidential Offering Package and Signature Page Packet will be sent to you electronically via the email address that you provide below.

Name: _____

Email: _____

Date: _____

Location where email received: _____

Regional Office:
20400 Stevens Creek Blvd., Suite 700, Cupertino, CA 95014
Phone: 1.916.990.6599 Fax: 1.408.873.0550
info@ceic.com

CONFIDENTIALITY ACKNOWLEDGEMENT

This Confidentiality Acknowledgment (“Agreement”) is entered into as of the date set forth on the signature page below by **ADVANCED BIOENERGY II, LP**, a California limited partnership (the “Company”), and the **undersigned prospective investor** (“Recipient”).

In connection with Recipient’s interest in the potential purchase of a limited partnership unit of the Company, (the “Transaction”), the Company is prepared to make available to Recipient certain nonpublic, confidential, proprietary information of the Company concerning the Company’s business, operations, programs and technical data. In that regard, Recipient agrees to the following terms and conditions:

1. Confidential Information. For purposes of this Agreement, “Confidential Information” means any and all technical and nontechnical information, including: business, market, and financial information; financial projections and plans; business plans, models, strategies, forecasts, and opportunities; pricing and cost information; information concerning current or targeted vendors, customers, constituents, and business participants/partners; procurement requirements; sales and merchandising; equipment and apparatuses; graphic designs, art work, drawings, logos and trademarks used by Company in connection with its anticipated or on-going business and services; research and development; know-how, intellectual property rights, software programs, website designs, programming protocols, website specifications, custom user interfaces, computer documentation, codes, encryption keys, processes, techniques, manuals and specifications; and other information deemed proprietary or confidential by Company. “Confidential Information” also includes proprietary or confidential information of any third party who may disclose such information to the Company or Recipient in the course of that Company's operations, collaborations, business or activities. Confidential Information may be given to Recipient in any format, including oral, written or electronic formats. Confidential Information may be marked with a restrictive legend of Company. If the Confidential Information is not marked with such legend or is disclosed orally, the Confidential Information may be identified orally as confidential at the time of disclosure. If Company fails to identify the Confidential Information as confidential, Company may correct the omission by later notice consisting of a writing or statement, and Recipient shall be liable for unauthorized disclosures of such Confidential Information made subsequent to such notice.

2. Protection of Confidential Information. Recipient agrees that it will hold the Confidential Information in confidence using the highest degree of care in protecting such information. Recipient agrees that it will not make use of, disseminate, or in any way disclose, the Confidential Information except in connection with the Transaction, and that the Confidential Information will not be used, directly or indirectly, for any nonprofit, commercial, business or other purpose or in any way detrimental to Company. Recipient will take reasonable precautions to protect the confidentiality and value to Company of the Confidential Information, including measures to prevent loss, theft and misuse. Recipient may, however, disclose the Confidential Information to such of its agents or advisors of Recipient (collectively “Representatives”) who in Recipient's reasonable judgment have the need to know such information in connection with the Transaction. Recipient will inform its Representatives of the confidential nature of the Confidential Information, will direct them to hold the Confidential Information in strict

confidence, will take all reasonable precautions to prevent improper use of the Confidential Information by them, and will be responsible for any breaches by them of the terms found in this Agreement. Recipient will immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. Recipient agrees to assist Company in remedying any unauthorized use or disclosure of the Confidential Information caused by such Recipient or its Representatives.

3. Exclusions. Despite any other provisions in this Agreement, Confidential Information shall not be afforded the protection of this Agreement and Recipient shall not be restricted as to its use, disclosure and dissemination, if the Confidential Information: (a) is within, or later falls within, the public domain other than through the actions or omissions of Recipient or any of its Representatives; (b) if the Confidential Information is known to Recipient on a nonconfidential basis prior to its disclosure to Recipient by Company; (c) if the Confidential Information is rightfully obtained by Recipient from any third party who has not breached any legal obligation to Company; or (d) if the Confidential Information of a Company has been or later is disclosed by Company to others on a nonrestricted basis; all as clearly substantiated by documentation. However, any information or data not deemed confidential by a Recipient in accordance with the above exclusions, but which has been designated as Confidential Information by Company, shall not be disclosed or used by Recipient or its Representatives until the parties agree that any such information or data is not confidential to Company.

4. Requests for Disclosure. A disclosure of Confidential Information (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient shall provide prompt written notice thereof to Company to enable any of them to seek a protective order or otherwise prevent such disclosure.

5. Ownership. All Confidential Information, and any Derivatives thereof whether created by Company or Recipient, remains the property of Company and no license or other rights to Confidential Information is granted or implied by this Agreement. For purposes of this Agreement, "Derivatives" means (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted, (ii) for patentable or patented material, any improvement thereon, and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret law. Upon the written or oral request of Company, Recipient will promptly return to Company, or at the election of Company destroy, all Confidential Information, including all copies or extracts of documents, computer disks, CD-ROM's, tapes, and other media containing any Confidential Information.

6. Term. This Agreement shall govern all Confidential Information disclosed by the Company to Recipient that is made during a period of two (2) years commencing on the effective date of this Agreement. However, Recipient's obligations under this Agreement with respect to Confidential Information that it has previously received shall continue indefinitely unless terminated pursuant to Section 3 of this Agreement.

7. Injunctive Relief. It is agreed that money damages will not be sufficient remedy for any breach of this Agreement by Recipient or its Representatives and that the

Company shall be entitled to injunctive relief, specific performance or any other appropriate remedy for any such breach without proof of actual damages, and such other relief as may be proper, including monetary damages, if appropriate.

8. No Assignment. Recipient may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company which may be withheld in their sole discretion.

9. Entire Agreement. This Agreement embodies the entire understanding and agreement between the parties with respect to the Confidential Information and other matters provided for therein and supersedes any prior understandings and agreements concerning such Confidential Information. However, this Agreement shall not supersede any other confidentiality agreement or nondisclosure agreement entered into by the parties unless both parties specifically agree in writing. This Agreement may be changed only by mutual agreement of the parties in writing.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed within such State, without giving effect to its conflicts of laws provisions. Any action relating to this Agreement must be brought in the federal or state courts located in Fresno County, State of California and each party consents to such jurisdiction.

11. Counterparts. This Agreement may be executed in counterparts which in the aggregate shall be signed by all the parties and all of which shall constitute one (1) agreement even though all of the parties may not be signatories either on the same date or to the same counterpart; each counterpart shall be deemed to be an original instrument as against any party who has signed it. The parties agree that this Agreement will be considered signed by a party when the signature of that party is delivered by facsimile transmission to all other parties.

The parties have entered into this Confidentiality Acknowledgment Agreement as of the day and year set forth below.

RECIPIENT:

Executed on _____

(Signature)

(Please Type or Print)

Address:

(street address)

(city) (state) (zip code)

Telephone: _____

Fax: _____

Email: _____



**CALIFORNIA ENERGY INVESTMENT CENTER LLC
- CONFIDENTIAL -**

PROSPECTIVE INVESTOR QUESTIONNAIRE

The undersigned furnishes the information contained herein to Advanced BioEnergy II, LP, a California limited partnerships (the “Company”), so Company may determine whether it will enter into an agreement with the undersigned for the purchase of Limited Partner Interests in the form of Units (“Units”) in that Company.*

Please attach one (1) copy of the personal data page of your current passport

PART I: GENERAL INFORMATION

A. INVESTOR INFORMATION.

Name of Investor: _____

Social Security No. of Investor (U.S. Person): _____

ID or Passport No. of Investor (Non-U.S. Person): _____

Home Address: _____
(Street)

(City) (State/Province) (Postal Code) (Country)

Home Telephone Number: _____
(Area Code) (Number)

Business Address: _____
(Street)

(City) (State/Province) (Postal Code) (Country)

Business Telephone: _____
(Area Code) (Number)

Email: _____

Correspondence from the Company and Escrow Agent is to be sent to:

() Home () Office

Location Where You will Sign Subscription Documents: _____

Date of Birth: ____/____/____ Country of Citizenship: _____
(MONTH / DAY / YEAR)

U.S. Resident? (**Whether or Not U.S. Citizen**) Yes _____ No _____

If a U.S. Resident:

State of Residence: _____

State Issuing Driver's License: _____ State Driver's License Number: _____

If Not a U.S. Resident:

Country of Residence: _____

Country/Province Issuing Driver's License: _____ License No.: _____

Marital Status: _____ Spouse's Name: _____

Date of Marriage: ____/____/____ Spouse's Date of Birth: ____/____/____
(MONTH / DAY / YEAR) (MONTH / DAY / YEAR)

Children's Information

Name	Date of Birth (mm/dd/yyyy)	Place of Birth (City, State/Province, Country)	Citizenship

B. IMMIGRATION RELATED INFORMATION

Have you or your spouse ever been denied entry to the U.S.? If yes, please briefly explain the circumstances.

Have you or your spouse ever been convicted of a crime? If yes, please briefly explain.

Do you know of any medical condition that may disqualify you, your spouse or your children under the age of 21 from receiving U.S. immigrant visas? If yes, please explain.

Summarize your past work experience(s) (job title, dates started/ended, and company name(s)), including your present occupation.

Will you be able to clearly document that the cash required to make your investment comes from a lawful source such as profit or earnings from a business, the profits or proceeds from the sale of real estate, or the profits or earnings from stock or other investments, inheritance, gifts or loans? If yes, please explain how you intend to do this. If no, please explain why you are not able to do this

Summarize how you acquired your wealth, including the source of the investment funds.

C. RELATIONSHIP TO COMPANY

Initial your choice (**one only**) of alternative C.1, C.2 or C.3 and furnish the requested information:

C.1. _____ I have a preexisting personal or business relationship with the Company, its General Partner, or one or more of their officers, managers, or controlling persons, of a nature and duration that enables me, as a reasonably prudent purchaser, to be aware of the character, business acumen and general business and financial circumstances of the Company, or one or more of its, or the General Partner's, officers, managers, or controlling persons. That preexisting relationship is more fully described as follows:

C.2. _____ I have been introduced to the Company by either (i) an entity, or (ii) one or more of that entity's officers, directors, partners, managers, members or controlling persons, or (iii) an

individual (each referred to as a “Person”) and I have a preexisting personal or business relationship with that Person of a nature and duration that enables that Person to be aware of my character, financial and investment sophistication, and general business and financial circumstances.

Name of Person or Entity: _____

That preexisting relationship is more fully described as follows:

C.3. _____ I do not have any of the relationships described in C.1 or C.2. I became aware of the Company and its offering of the Units as follows:

D. BUSINESS AND FINANCIAL EXPERIENCE

Initial your choice (**one only**) of alternative D.1 or D.2 and furnish the requested information:

D.1. _____ I believe that by reason of my knowledge and experience in business or financial matters as described below I am capable of evaluating the merits and risks of this investment and am protecting my own interest in connection with this investment. I am NOT relying upon the advice of a professional adviser in making a final investment decision to the Units.

My business or financial experience is as follows:

D.2. _____ I will rely upon the advice of, and hereby designate _____ as my professional adviser with regard to my investment in the Units. I understand that this professional adviser is unaffiliated with and will not be compensated by the Company, the General Partner, or any affiliate or selling agent of the Company or the General Partner. My professional advisor, as a regular part of the advisor’s business, provides investment recommendations or decisions to others and is customarily compensated for such services.

Occupation and business address of professional adviser:

Describe business or financial experience of professional adviser:

PART II: ACCREDITED INVESTORS (U.S. residents only)

INSTRUCTIONS:

Part II of this Questionnaire concerns investors who are residing in the U.S. and considered “accredited” as that term is defined and construed pursuant to Regulation D under the Securities Act of 1933, as amended.

If you are a U.S. resident and an accredited investor as described above in Part II, you may skip Part III of this Questionnaire and then read and sign the declaration.

If you are not a U.S. resident and accredited investor as described above in Part II, skip Part II and complete Part III.

INDIVIDUAL INVESTORS ONLY:

Initial _____ 1. I certify that I have an individual net worth, or my spouse and I have a combined net worth, in excess of US\$1,000,000. For purposes of this Questionnaire, “net worth” means the excess of total assets at fair market value, (not including the value of your principal residence) over total liabilities.

-OR-

Initial _____ 2. I certify that I had individual income, exclusive of any income attributable to my spouse, of more than US\$200,000 in the two calendar years preceding the calendar year in which this Questionnaire is submitted, and I reasonably expect to have an individual income in excess of US\$200,000 during the current calendar year.

-OR-

Initial _____ 3. I certify that my spouse and I had joint income of more than US\$300,000 in the two calendar years preceding the calendar year in which this Questionnaire is submitted, and reasonably expect to have joint income in excess of US\$300,000 during the current calendar year.

PART III: NON-ACCREDITED INVESTORS (OFFSHORE)

A. Name of Prospective Investor: _____

University/College: _____

Degree: _____ Year: _____

Graduate School: _____

Degree: _____ Year: _____

B. Nature of Business or Occupation: _____

Position and Duties: _____

Please Set Forth Other Prior Occupations or Duties During the Past Five Years:

C. My income from all sources was:

	<u>2013</u>	<u>2014</u>	<u>2015</u>
US\$0 to \$50,000	_____	_____	_____
US\$50,001 to \$100,000	_____	_____	_____
In excess of US\$100,000	_____	_____	_____

D. NET WORTH:

1. My personal net worth individually, or jointly with my spouse, if any, is now estimated at US\$_____.
2. My personal net worth individually, or jointly with my spouse, if any (but exclusive of homes, home furnishings and automobiles) is now estimated at US\$_____.
3. My estimated liquid assets equal US\$_____.
4. My estimated non-liquid assets equal US\$_____.

E. Please list investments made during the past five years.

<u>Year</u>	<u>Nature of Investment</u>	<u>Amount (US\$)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

DECLARATION AND SIGNATURE

I understand and am familiar with financial statements, financial projections, budgets and their applications.

Yes _____ No _____

I declare and certify that the information in this Questionnaire is true and correct.

DATED: _____

Investor:

Print Name of Prospective Investor

Signature of Prospective Investor

*To satisfy banking and EB-5 Immigrant Investor requirements, we will be sharing the information in this Questionnaire with Citibank the Escrow Agent for the purchase of Units and such financial or governmental institutions as needed to verify that funds used to acquire Units was obtained by the Investor by lawful means.

PLEASE RETURN THE COMPLETED AND SIGNED QUESTIONNAIRE TO:

Michael Penbera michael-penbera@ciec.us.com

or

Fax 1.408.716.2997

CALIFORNIA ENERGY INVESTMENT CENTER, LLC

20400 STEVENS CREEK BLVD., SUITE 700

CUPERTINO, CA 95014

TELEPHONE: 916.990.6599

EMAIL: michael-penbera@ciec.us.com