

Present to

Smapple Draft 05/16/06

**UNITED PROPERTIES &
CONSTRUCTION, LLC**

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United Properties and Construction, LLC

**CIC EQUITY PARTNERS I, LLLP Private Offering \$500,000
Limited Partnership Interests (\$100,000 Minimum Investment)**

CIC EQUITY PARTNERS I, LLLP (the "Partnership") is a Colorado limited liability limited partnership managed by United Properties and Construction, LLC, a Colorado corporation (the "General Partner"). The General Partner is a wholly-owned subsidiary of Clark Industries Companies, LLC, a Colorado corporation (the "Holding Company"). The Partnership is privately offering up to a maximum of 500 units (the "Units") of limited partnership interests in the Partnership to raise up to a maximum of \$500,000 (the "Offering"). Subscribers to this offering will become limited partners in the Partnership (the "Limited Partners"). Each Unit represents an investment of \$1,000. The total aggregate interest in the profits, if any, of the Partnership (the "Partnership Percentage Interest") for all Limited Partners will be 80%. The remaining 20% Partnership Percentage Interest is reserved for the General Partner as its share of profits, if any.

The minimum investment is 100 Units (\$100,000), which represents a 16% Partnership Percentage Interest, assuming all 500 Units are sold; however, the General Partner has discretion to allow a lower minimum investment in certain instances. The net proceeds of the Offering will be used primarily to acquire, renovate, repair, and develop pre-owned residential and commercial units located in Colorado and/or other established vacation destination locations in the United States and the Caribbean (the "Properties"). The Partnership is offering the 500 Units on a "best efforts" basis. The Units will be offered until fully sold; however, the Offering may be terminated at any time prior thereto at the sole discretion of the General Partner.

The following chart illustrates the use of the proceeds of the Offering:

Offering Price Per Unit	Fees and Expenses (1)	Working Capital (2)
\$1,000	\$750	\$850
All 500 Units Offered	\$750,000	\$425,000

(1) The General Partner's compensation for the management services that it provides to the Partnership will include a one-time lump sum management fee equal to five percent (5%) of the initial capital contributions (the "Capital Contributions") of the Limited Partners as defined in the Agreement of Limited Partnership of the Partnership dated as of November 22, 2006, as may be amended from time to time (the "Partnership Agreement"). Such services include the investigation and selection of Properties to be acquired by the Partnership, negotiating the price and terms of such acquisitions and determining the appropriate time and terms of any sale or other disposition of such Properties. In addition, the General Partner will receive an expense allowance equal to ten percent (10%) of the initial Capital Contributions of the Limited Partners to pay for costs associated with the offering of the Partnership Interests, including, but not limited to, professional fees, filing fees, and costs associated with the preparation, printing and distribution of the offering documents and sales commissions payable to registered broker/dealers, if any.

(2) Dedicated to the acquisition of Properties and the ordinary business expenses involved in the day-to-day business operation of the Partnership.

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**INVESTMENT IN THE SECURITIES OFFERED HEREBY INVOLVES A
SIGNIFICANT DEGREE OF RISK. SEE "RISK FACTORS."**

The date of this Memorandum is March 27, 2006.

THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM (THE "MEMORANDUM"), IS BEING FURNISHED TO PROSPECTIVE INVESTORS ON A CONFIDENTIAL BASIS FOR THEM TO CONSIDER AN INVESTMENT IN THE PARTNERSHIP AND MAY NOT BE USED FOR ANY OTHER PURPOSE. IN CONNECTION WITH THE OFFERING, THE PARTNERSHIP MAY MAKE USE OF BROCHURES, PAMPHLETS, VIDEO OR ELECTRONIC MEDIUM DESCRIBING CERTAIN ASPECTS OF THE PARTNERSHIP AND THE OFFERING. SUCH SUPPLEMENTAL MATERIAL WILL NOT CONTAIN ANY MATERIAL INFORMATION THAT IS NOT ALSO SET FORTH IN THIS MEMORANDUM. THE OFFERING WILL BE MADE ONLY BY MEANS OF THIS MEMORANDUM.

THE UNITS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS AND MAY NOT BE TRANSFERRED, ASSIGNED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE UNITS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THESE AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND IS A CRIMINAL OFFENSE. THE PARTNERSHIP WILL NOT BE REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT").

THE OFFERING DESCRIBED IN THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL SECURITIES IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH AN OFFER IS NOT AUTHORIZED. THE UNITS ARE OFFERED SUBJECT TO THE RIGHT OF THE PARTNERSHIP TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART.

AN INVESTMENT IN THE PARTNERSHIP IS SPECULATIVE AND INVOLVES A SIGNIFICANT DEGREE OF RISK. SUBSCRIBERS SHOULD HAVE THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT SUCH RISKS AND THE LACK OF LIQUIDITY THAT IS CHARACTERISTIC OF INVESTMENTS LIKE THE UNITS. FUTURE FINANCIAL RESULTS ARE IMPOSSIBLE TO ACCURATELY PREDICT AND NO REPRESENTATION OF ANY KIND IS MADE IN CONNECTION HERewith. ANY PREDICTIONS AND REPRESENTATIONS, WRITTEN OR ORAL, WHICH DO NOT CONFORM TO THOSE CONTAINED IN THIS MEMORANDUM SHOULD BE DISREGARDED AND THEIR USE IS A VIOLATION OF LAW. SUBSCRIBERS MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD. THERE WILL BE NO PUBLIC MARKET FOR THE UNITS AND THEY MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED WITHOUT THE CONSENT OF THE GENERAL PARTNER AND IN ACCORDANCE WITH APPLICABLE LAW. IN THAT REGARD, THE SECURITIES OFFERED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. SEE "RISK FACTORS."

THE OFFERED UNITS ARE OFFERED SUBJECT TO PRIOR SALE, WITHDRAWAL, CANCELLATION OR MODIFICATION OF THE OFFERING BY THE PARTNERSHIP WITHOUT NOTICE. OFFERS TO PURCHASE BY A FOREIGN SUBSCRIBER CALX- ONLY BE ACCEPTED SUBJECT TO CONFIRMATION SATISFACTORY TO THE PARTNERSHIP IN ITS SOLE DISCRETION THAT A SALE

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OF THE OFFERED UNITS TO SUCH SUBSCRIBER WOULD NOT VIOLATE THE APPLICABLE LAWS OF THE JURISDICTION OF SALE.

OFFERS TO PURCHASE BY SUBSCRIBERS ARE SUBJECT TO (1) ACCEPTANCE BY THE GENERAL PARTNER, (2) DELIVERY OF THE PROCEEDS TO THE PARTNERSHIP, (3) DELIVERY OF THE CERTIFICATES FOR THE UNITS AND (4) THE RIGHT OF THE GENERAL PARTNER TO REJECT ANY AND ALL OFFERS TO PURCHASE AND TO CANCEL ANY AND ALL SALES OF THE UNITS AT ANY TIME IF THE OFFERING IS NOT REGISTERED, EXEMPT FROM REGISTRATION OR OTHERWISE QUALIFIED IN THE JURISDICTION OF SALE OR IF ANY REGULATION OF THE SEC OR ANY STATE SECURITIES ADMINISTRATOR PROHIBITS THE SALE. CANCELLATION OF SALES, IF ANY, WILL BE EFFECTED ONLY AS PROVIDED HEREIN, AND ONLY IF, IN THE OPINION OF THE GENERAL PARTNER, THE SUBJECT OFFER AND SALE OF UNITS VIOLATES FEDERAL, STATE OR FOREIGN SECURITIES LAWS.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX OR INVESTMENT ADVICE. PROSPECTIVE INVESTORS MUST CONSULT WITH THEIR OWN LEGAL COUNSEL, ACCOUNTANTS AND INVESTMENT REPRESENTATIVES AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING THE PARTNERSHIP OR AN INVESTMENT IN THE UNITS.

NO SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED HEREIN. IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE PARTNERSHIP. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE UNITS OR AN OFFER TO OR SOLICITATION OF ANY PERSON IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE EFFECTED PURSUANT HERETO SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

THIS MEMORANDUM IS NOT A PROSPECTUS AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC TO SUBSCRIBE TO THE UNITS. BY ACCEPTANCE OF A COPY OF THIS MEMORANDUM, EACH PROSPECTIVE INVESTOR REPRESENTS TO AND AGREES WITH THE PARTNERSHIP THAT THIS MEMORANDUM SHALL NOT BE DELIVERED TO ANY PERSONS OTHER THAN THE PROSPECTIVE INVESTOR'S LEGAL COUNSEL, ACCOUNTANT AND/OR INVESTMENT ADVISER. NO REPRODUCTION OR FURTHER DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR DIVULGENCE OF ANY OF ITS CONTENTS, IS PERMITTED UNLESS AUTHORIZED IN WRITING BY THE GENERAL PARTNER.

THIS MEMORANDUM CONTAINS INFORMATION REGARDING CERTAIN DOCUMENTS, STATUTES, RULINGS AND REGULATIONS. SUCH INFORMATION DOES NOT PURPORT TO BE COMPLETE AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO ORIGINAL DOCUMENTS AND THE STATUTES, RULINGS AND REGULATIONS DESCRIBED, SUMMARIZED OR OTHERWISE REFERRED TO IN THE MEMORANDUM, AS WELL AS BY REFERENCE TO THE DEFINITIONS CONTAINED THEREIN, WHICH MAY DIFFER FROM COMMON USAGE. ALL DOCUMENTS REFERRED TO HEREIN IN CONNECTION WITH AND/OR RELEVANT TO THE TRANSACTIONS DESCRIBED HEREIN, ALONG WITH ADDITIONAL INFORMATION CONCERNING THE PARTNERSHIP AND THIS OFFERING, ARE AVAILABLE AT THE OFFICE OF THE PARTNERSHIP. COPIES OF SUCH DOCUMENTS AND OTHER PERTINENT INFORMATION WILL BE FURNISHED TO QUALIFIED PROSPECTIVE INVESTORS OR THEIR REPRESENTATIVES UPON WRITTEN REQUEST. DOCUMENTS NOT OTHERWISE AVAILABLE TO THE PUBLIC ARE CONFIDENTIAL AND SHOULD

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NOT BE FURTHER COPIED OR DISTRIBUTED; COPIES THEREOF MUST BE RETURNED TO THE PARTNERSHIP IF THE RECIPIENT DOES NOT INVEST HEREIN. THE PARTNERSHIP MAY CONDITION RELEASE OF CONFIDENTIAL INFORMATION UPON EXECUTION OF AN APPROPRIATE CONFIDENTIALITY AGREEMENT. PERSONS DESIRING TO MEET THE OFFICERS OF THE GENERAL PARTNER MAY ARRANGE TO VISIT THE OFFICES OF THE GENERAL PARTNER BY APPOINTMENT.

PRIOR TO SUBSCRIBING TO THE UNITS, PROSPECTIVE INVESTORS AND THEIR REPRESENTATIVES, IF ANY, WILL HAVE THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM REPRESENTATIVES OF THE GENERAL PARTNER CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING, ALONG WITH THE OPPORTUNITY TO OBTAIN ADDITIONAL INFORMATION, TO THE EXTENT THE GENERAL PARTNER POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE, AS MAY BE NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH HEREIN.

PROSPECTIVE INVESTORS SHOULD MAKE THEIR OWN INQUIRIES AND CONSULT THEIR OWN ADVISERS AS TO THE APPROPRIATENESS AND DESIRABILITY OF AN INVESTMENT IN THE PARTNERSHIP AND AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING SUCH AN INVESTMENT.

PROSPECTIVE INVESTORS ARE INVITED TO ASK QUESTIONS AND REQUEST ADDITIONAL INFORMATION BY CONTACTING THE GENERAL PARTNER AT:

United Properties and Construction, LLC.
1240 South Parker Road, Suite 105,
Denver, CO 80231
(303) 338-0297
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FORWARD-LOOKING STATEMENTS

This Memorandum contains "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Statements in this Memorandum (including the information under the heading "Risk Factors") and statements or information contained in any documents, transmissions or presentations provided to a prospective investor (or any officer, trustee, agent or representative of a prospective investor) external to or apart from this Memorandum and relating to the Partnership (including its business, properties, plans, financial condition, results of operations and/or prospects) or this Offering (or any plans to obtain funding), may contain (or may have contained or included) such forward-looking statements, assessments, estimates or projections. Such forward-looking statements may sometimes be identified by the use of words such as "plans," "anticipates," "expects," "intends," "estimates," "believes," "may," "should" and similar expressions.

Past performance is not necessarily indicative of future results and such forward-looking statements are subject to numerous assumptions and involve numerous significant risks and uncertainties (many of which are beyond the control of the Partnership or its General Partner), which could cause actual results, performance or achievements to differ materially from those expected or anticipated. Factors that could contribute to these differences or variations include those discussed under the heading "Risk Factors" and elsewhere in this Memorandum.

Although any forward-looking statements in this Memorandum regarding the Partnership are based on current beliefs and expectations, have been made in good faith by the General Partner and are believed to be reasonable under the circumstances and at the time made, the General Partner and the Partnership make no representation or warranty and gives no promise or assurance regarding any such forward-looking statements. Prospective investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The inclusion of any statement in this Memorandum does not constitute an admission by the General Partner or the Partnership or any other person that the events or circumstances described in such statement are material.

SUMMARY

The following summary is not complete and is qualified in its entirety by, and must be read in conjunction with, the more detailed information contained in this Memorandum and the exhibits hereto, which are: the audited Consolidated Financial Statements of the Holding Company and its subsidiaries, including the General Partner, for the years ended December 31, 2004 and 2005, attached hereto as Exhibit "A," the Partnership's Certificate of Limited Partnership, Affidavit of Capital Contributions and Statement of Qualification as a limited liability limited partnership filed on November 22, 2006 attached hereto as Exhibit "B," the Partnership Agreement attached hereto as Exhibit "C" and the Subscription Agreement attached hereto as Exhibit "D." Notwithstanding any description contained in this Memorandum, the rights of the Limited Partners shall in all respects be governed by the terms of the Certificate of Limited Partnership and related organizational documents of the Partnership, the Partnership Agreement and by Colorado law. Prospective investors are urged to carefully review this Memorandum and the attached exhibits.

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The General Partner

The General Partner has been engaged in real estate management activities since its inception in July of 1995. The General Partner is now a wholly-owned subsidiary of the Holding Company, which was formed under the laws of the State of Colorado on _____, ____ for the purpose of acting as a developer engaged in real estate construction and development activities since its inception in July of _____.

The General Partner is managed by Kevin Clark (sometimes referred to herein as the "Principal"). Mr. Clark is the Chairman of the Board of Directors and CEO of the General Partner and Mr. Clark is a Director and the President of the General Partner. See "Management."

Since its inception in July of _____, the General Partner has organized, obtained investors and selected Properties for nineteen (19) previous limited partnerships or limited liability companies sponsored and managed by the General Partner (collectively, the "Partnerships"). Through the Partnerships, capital has been raised primarily for acquiring and reselling pre-construction contracts to buy residential units located in Colorado and other established vacation destinations in the United States and the Caribbean. Where deemed by the General Partner to be advisable, the Partnerships may also, by closing on pre-construction contracts, acquire, lease and resell such Properties.

Realizing that these Partnerships needed real estate brokerage services, _____ was organized for that purpose as a licensed real estate brokerage firm. More recently, it has also become active in direct sales of Properties (both as investments and as vacation homes) to individual clients. In turn, these direct sales revealed the need for an in-house mortgage brokerage operation to properly service the financing needs of Oceanfront Brokerage's clients, leading to the organization of IGS Financial as a licensed mortgage brokerage firm.

As a result of the real estate investment activities of the Partnerships, the General Partner earns management fees and retains profit interest in Properties, which profit interests may result in cash flow to the General Partner if such Properties are eventually sold at a profit. Additionally, _____ earns real estate brokerage fees in connection with the purchase and sale of Properties by the Partnerships and also from third party direct buyers and sellers of Properties. Similarly, IGS Financial earns mortgage brokerage fees on mortgage loans, if any, arranged for the Partnerships and also for third party direct buyers of Properties.

Starting with just 2 employees in 2003, the General Partner and its affiliates now have a total of approximately 30 officers, licensed real estate or mortgage brokers and other staff employees. Because of the rapidly expanding scope of General Partner's operations, it moved to its current offices in September of 2006. Original consisting of 2,170 sq. ft. of executive office space, the General Partner more recently has acquired an additional 7,436 sq. ft. of executive office space at the same location, for a total of 9,606 sq. ft., to accommodate its projected operations and those of its affiliates.

In August of 2006, the corporate structure of the IGS family of companies was reorganized with creation of the Holding Company to acquire and own these affiliated companies. The following Corporate Organization Chart illustrates the corporate structure of the Holding Company, the General Partner, its affiliates and the existing Partnerships:

Corporate Organization Chart

Clark Industries Companies, LLC, Inc.
(holding company)

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The Offering

The Partnership is privately offering up to a maximum of 500 Units to raise up to a maximum of \$500,000. All subscription funds will be deposited into the Partnership operating account and, once such subscriptions are accepted by the General Partner, they may be utilized to pay the fees of the General Partner and/or to acquire Properties at any time. The net proceeds of the Offering will be used primarily to acquire pre-construction contracts to buy residential units located in Colorado and other established vacation destination locations in the United States and the Caribbean. The Units are not being registered under the Securities Act and must be acquired for investment purposes only and not with a view to the distribution thereof. The Offering will be made only to qualified prospective investors. See "Suitability Standards," "Terms of the Offering ~" and "Use of Proceeds."

The Partnership's Business Model

The overall goal of the General Partner is maximize potential profits to the Limited Partners, without taking undue risks with their capital, by investing in Properties for the purpose of capturing real estate appreciation in a rising market. The General Partner intends to achieve this goal by carefully investing the net proceeds of the Offering into a portfolio of Properties that the General Partner believes, after investigation, will have the potential to: (i) appreciate in value at above-average rates in both the preconstruction and/or the post-closing periods and (ii) be leased back to the developer or rented in the postclosing period to offset the carrying costs involved in holding such Properties for appreciation in the postclosing period. This second factor is important not only in the event the General Partner determines it is in the best interests of the Limited Partners to close on a particular Property, but also because it may facilitate the sale of Properties to third parties in the pre-construction period. The General Partner also intends to closely monitor appreciation trends, not only in the general real estate market, but also in the local real estate markets involved and in the Properties acquired so as to be in a position to make an informed decision as to the timing, price and terms of any dispositions of such Properties. See "The Partnership's Business Model."

Use of Proceeds

The net proceeds from this Offering will be used to acquire Properties and to pay the day to day expenses of the Partnership's business operation, such as periodic accounting and tax return preparation fees, and any other expenses related to Partnership's operations. Prior to deployment into Properties, the net proceeds of the Offering may be invested in certificates of deposit, investment grade commercial paper, money market funds, federally insured bank accounts or other similar securities or debt instruments as the General Partner may determine, including interest bearing loans to the General Partner or its affiliates. See "Use of Proceeds" and the Partnership Agreement attached as Exhibit "C."

Method of Acquisition

The Partnership's pre-construction contracts on Properties will be acquired for cash deposits of up to 20% of the purchase price of such Properties. In the event of a closing on such a Property, it will be acquired with financing not to exceed a ninety percent (90%) loan-to-value ratio. Limited Partners in the Partnership will not be required to guarantee any such financing; however, the General Partner may make capital calls on the Limited Partners if necessary to close on a Property. See "Risk Factors" and the Partnership Agreement attached as Exhibit "C."

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Management Fee and Other Fees

The General Partner shall be entitled to a one-time lump sum Management Fee equal to five percent (5%) of the aggregate Capital Contributions of all Limited Partners, payable upon receipt of such funds. In addition, the General Partner will receive an expense allowance equal to ten percent (10%) of the initial Capital Contributions of the Limited Partners to pay for costs associated with the offering of the Partnership Interests, including, but not limited to, professional fees, filing fees, and costs associated with the preparation, printing and distribution of the offering documents and sales commissions payable to registered broker/dealers, if any. Affiliates of the General Partner may receive real estate commissions in connection with the purchase or sale of all or any portion of Properties equal to up to six percent (6%) of the gross sales price of those Properties, such amount to be reduced by any payments to other real estate brokers involved in the transactions. The General Partner or its affiliates may receive additional compensation for any additional services performed on behalf of the Partnership so long as such services are provided on terms and conditions no less favorable to the Partnership than can be obtained from independent third parties for comparable services in the same location. See "Certain Potential Conflicts of Interest" and the Partnership Agreement attached as Exhibit "C."

Limited Liability

Subscribers to the Partnership will be limited partners of a Colorado limited liability limited partnership and, as such, they will generally have no liability for its debts beyond their investments in the Partnership. Similarly, because the Partnership is a Colorado limited liability limited partnership, the General Partner has no liability for the debts of the Partnership beyond its investment in the Partnership, except for any Partnership debts it contractually guarantees.

Taxed as Partnership

The Partnership is a "pass-through" entity that is taxed as a partnership, with profits and losses being allocated and distributions being made as set forth in the Partnership Agreement, the form of which is attached hereto as Exhibit "A." Profits of the Partnership should not be taxed at the partnership level; instead, the Limited Partners and the General Partners will be liable for taxes on their allocable share of such profits. See "Risk Factors."

Participation in All Profits

After repayment to them of their Capital Contributions, the Limited Partners will still be entitled to receive their pro rata portion of 80% of any remaining profits of the Partnership. See the Partnership Agreement attached as Exhibit "C."

Term

The Partnership Agreement provides that the Partnership may continue until December 31, 2012, unless sooner terminated; however, it is anticipated that all real estate and real estate related investments of the Partnership will be sold and all net proceeds distributed to the Limited Partners of the Partnership within approximately 18-24 months after the initial investment of the net proceeds of the Offering into Properties.

Target Rate of Return

The Partnership will seek to achieve an internal rate of return of at least twenty-five percent (25%) annually on the Capital Contributions of the Limited Partners, net of fees and expenses; however,

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There is no assurance that such a target rate of return will be attained or that the Partnership will not experience losses.

Operating Expenses

The Partnership will pay for all direct general overhead and expenses incurred on its behalf, including expenses of outside counsel and accountants, any insurance or litigation expense and any taxes or other government charges levied against it. All expenses incurred in connection with making investments in Properties (including financing and consulting fees, legal fees, property management fees, brokerage commissions and transaction fees) will be charged to the Partnership.

Withdrawal

A Limited Partner may not withdraw from the Partnership unless otherwise permitted by the General Partner in its sole discretion. The General Partner is not likely to permit such a withdrawal.

Tax and ERISA Considerations

Prospective investors are urged to consult with their tax advisors to determine the specific tax and Employee Retirement Income Security Act of 1974 ("ERISA") consequences of purchasing, owning, receiving distributions on and selling Units under the tax laws applicable to such prospective investor; however, the General Partner believes that Limited Partners residing in Colorado will not be subject to Colorado's intangible tax on their Units. See "Risk Factors."

Risk Factors

An investment in the Partnership involves significant risks and should be considered only by sophisticated investors able to assume the risks of loss and illiquidity inherent in such an investment. There will be no market for the Units and prospective investors should not expect the Partnership to realize any liquidity in its Properties until at least approximately 18-24 months after the initial investment of the net proceeds of the Offering into Properties. Moreover, there is no assurance that the Partnership's investment objectives will be achieved, and investment results may vary from year to year. Each prospective investor should carefully review this Memorandum and the agreements referred to herein before deciding to invest in the Partnership. See "Risk Factors."

Restrictions on Transfer

The Units are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act and any applicable state securities law, pursuant to registration or exemption therefrom. Additionally, any sale or other transfer of the Units is subject to certain restrictions that are set forth in the Partnership Agreement attached as Exhibit "C." Furthermore, the certificates representing the Units will contain a legend advising of these restrictions. See "Risk Factors" and "Restrictions on Transfer."

Reports

The Partnership will use commercially reasonable efforts to provide the Limited Partners with information necessary for the preparation of their tax returns within 90 days after the end of Partnership's fiscal year. In addition, the Partnership may, in its discretion, issue unaudited interim reports to the Limited Partners as it deems appropriate. The General Partner may hold periodic meetings of Limited Partners at which the Limited Partners would have an opportunity to discuss issues of

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interest with the management of the General Partner. See the Partnership Agreement attached as Exhibit "C."

Legal Counsel to Partnership

The international law firm of Greenberg Traurig, P.A., is legal counsel to the Partnership. "Legal Matters."

See Independent Audit of Partnership

The accounting firm of Gutta, Koutoulas & Relis LLC, Plantation, Colorado are the accountants and independent auditors of the Partnership.

THE PARTNERSHIP'S BUSINESS MODEL

An Overview

The General Partner and its affiliates (the "IGS family of companies") are involved in real estate investment, finance, brokerage and management activities. Unlike many larger, institutional firms, the IGS family of companies is managed by a close-knit group of individuals, not committees. As a result, management and staff operate in a "family-like" environment and opportunities are not lost due to bureaucratic constraints on decision-making.

The business philosophy underlying the IGS family of companies is to create value for its clients by providing real estate investment services in a way that builds long-term relationships with those clients. The General Partner believes that, if such clients are treated fairly and respectfully, with their interests being made paramount, and if the IGS family of companies strive to provide them with intelligent and informed real estate investment advice, they will not only continue their relationship with the IGS family of companies through repeated real estate investments, but will also build its business through referrals. Thus, the IGS family of companies sees its loyal client base as the core asset of its business model.

The IGS family of companies does not look for "quick" sales, but instead seeks to build a relationship of trust and confidence with its clients and seeks to provide them with the information necessary to make an informed investment decision. In many cases, potential investors visit potential Properties prior to investing in the Partnership.

Selecting Properties

An important aspect of this business model is that the General Partner seeks to do business only with reputable and capable developers of Properties who can be expected to complete such Properties in a timely manner. To this end, the General Partner investigates the background and capabilities of such developers. The General Partner also seeks to develop close working relationships with such developers with the expectation that such relationships, along with the General Partner's ability to acquire a number of Properties from them, will allow the Partnership to acquire such Properties on more advantageous terms than those that might be available to an individual real estate investor.

Moreover, the Partnership investigates each particular project offered by such developers before deciding to acquire Properties in it. The General Partner seeks to continually develop its expertise in analyzing and weighing the relative merits of various developers and their projects. In this way, the General Partner believes it will be able to make investments into those Properties with the best

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risk/reward ratio for the Limited Partners. In particular, the Partnership's focus is on attractive, waterfront Properties at established tourist destinations because management of the Partnership believes that these Properties stand a better chance of experiencing sustained appreciation regardless of short term trends in the national economy or in the real estate market generally.

Partnership Design

The Partnership is designed to appeal to speculatively-oriented investors who are interested in capturing rapid appreciation on Properties in order to achieve enhanced returns on their investments over a relatively short time horizon and who are willing to take commensurate risks with their investment capital to achieve such returns. The Partnership has a relatively low front-end "load" (15% of Capital Contributions for offering expenses and management fees) and the General Partner retains a 20% interest in any net profits realized upon liquidation of the Partnership, with the balance of such profits, along with their Capital Contributions, being distributed to the Limited Partners at that time. The Partnership offers potential real estate investors the advantages of (i) a relatively small minimum capital commitment (\$100,000), (ii) no management responsibilities, (iii) no personal liability for mortgage payments or other carrying costs, and (iv) diversification of their capital investment into a portfolio of separate Properties.

Leveraged Returns on Investments

The net initial capital raised through the Partnership is invested in pre-construction contracts on Properties, which typically require either a 20% deposit towards the purchase price of the Properties involved. Consequently, if such a contract is transferred or "flipped" in the construction period prior to closing, the Partnership realizes a highly leveraged return on the capital invested in those contracts.

For example, assuming that the Partnership raises \$500,000 and invests \$425,000 of that (after deducting 15% for offering expenses and management fees) in pre-construction contracts on Properties. If those Properties require a 20% deposit, they would have an aggregate purchase price of \$2,125,000. If those Properties appreciate 10% in value per year over a two-year period, they would have an appreciated value of approximately \$2,810,000 at the end of that period.

However, due to the leverage utilized, the profitability of the Partnership tends to increase geometrically with the appreciation in the Properties involved. Thus, if the contracts are then transferred prior to closing at the end of the two-year period, the Partnership would receive back its \$425,000 in deposits plus the \$685,000 in appreciation (for a total of \$1,110,000), less the costs of sale. Assuming the costs of sale (for real estate commissions and/or developer fees) equaled 6% of the appreciated value of the Properties, such costs of sale would equal approximately \$169,000. Deducting those costs of sale from the total proceeds of sale would leave approximately \$940,000, representing a profit of approximately \$440,000 on the \$500,000 initial capital invested in the Partnership. Of this \$440,000 profit, the General Partner would receive \$88,000, representing its 20% profit interest, while the Limited Partners would receive the other \$352,000 pro rata, representing a return on their Capital Contributions of approximately 70%. Consequently, assuming a Limited Partner invested \$100,000 in the Partnership in this example, that Limited Partner would, at the end of the two-year period involved, receive back its original Capital Contribution of \$100,000 plus approximately \$70,000 in profits on the investment.

Nevertheless, it is important to note that, due to the fact that the costs of sale are tied to the appreciated value of the Properties, those costs of sale remain relatively constant even if the Properties involved do not experience significant appreciation, thereby inhibiting profitability in such

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cases. Thus, if the above example was changed to allow for only 5% appreciation per year over the two-year period involved, the Properties would have a value of only approximately \$2,340,000 at the end of that period. If the contracts were then transferred prior to closing, the Partnership would receive back its \$425,000 in Deposits plus the \$215,000 in appreciation (for a total of \$640,000), less the costs of sale. Since the costs of sale (assuming 6% of appreciated value) would still equal approximately \$140,000, deducting those costs of sale from the proceeds of sale would leave only approximately \$500,000. Assuming a Limited Partner invested \$100,000 in the Partnership in this example, that Limited Partner would, at the end of the two-year period involved, still receive back their original Capital Contribution of \$100,000, but there would be practically no net profits to distribute for that two year period.

Additionally, depending on market conditions and the length of time between contract and completion of a Property, it may become advisable to close on that Property in order to hold it for a longer period and thereby capture more appreciation. If the Partnership closes on a Property, the carrying costs involved would tend to reduce profitability; however, leasing or rental income would tend to offset those carrying costs. In this regard, the General Partner intends to exercise good business judgment in timing the disposition of the various Properties acquired by the Partnership. Moreover, the General Partner, through its 20% profit interest, benefits significantly if the Partnership is more profitable, thus providing it with a strong incentive to seek to increase profitability for the Limited Partners.

MANAGEMENT

The Principals beneficially own a majority interest in the Holding Company, which in turn controls the General Partner. Consequently, the Principals control the election of the Board of Directors of the General Partner. The executive officers of the General Partner are appointed by its Board of Directors and, subject to any existing employment agreements, serve at the pleasure of the Board of Directors. The directors and the primary executive officers of the General Partner are as follows:

Name Position(s)

Kevin Clark

Director, Chairman of the Board and CEO of the General Partner

Kevin Clark

Director and President of the General Partner

Kevin Clark

Executive Vice President and COO of the General Partner

Senior Vice President and Director of Marketing of the General Partner

Senior Vice President and Director of Real Estate Acquisitions of the General Partner

The following information reflects the business experience of each director and executive officer listed above:

_____, the CEO of the General Partner, brings over 20 years of experience in marketing and management, including extensive experience in the investment and real estate areas, to this position. Since the inception of the General Partner in 2003, Mr. Clark, a licensed real estate agent, has played a leading role in the success of its real estate endeavors, as well as in the

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development of its real estate brokerage affiliate (_____ Brokerage, Inc.) and its mortgage brokerage affiliate (Dynamic International Funding).

SUITABILITY STANDARDS

In General

Purchase of the Units involves a significant degree of risk and is suitable only for persons of adequate financial means who have no need for liquidity in this investment. Accordingly, the Units will only be offered and sold to a limited number of qualified investors who meet certain standards of suitability and are invited to subscribe. With certain exceptions, only "accredited investors" may purchase in this Offering. "Accredited investors," as defined in Regulation D, promulgated under the Securities Act, include:

- a natural person who (either individually or jointly with spouse) has a net worth in excess of \$1,000,000; or
- a natural person who had an individual adjusted gross income (not joint with spouse) in excess of \$200,000 in each of the two most recent years, or who had a joint adjusted gross income (with spouse) in excess of \$300,000 in each of those years, and in either case who has a reasonable expectation of achieving the same income level in the current year; or
- a corporation, partnership, trust or tax exempt organization with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring Units, or
- certain employee benefit plans within the meaning of Employee Retirement Income Security Act of 1974 ("ERISA"); or
- an entity in which all of the equity owners are "accredited investors;" or
- certain other individuals or entities meeting other requirements of Rule 501(a) of Regulation D promulgated under the Securities Act.

Nevertheless, the General Partner has the discretion to allow a limited number of non-accredited investors to become Limited Partners of the Partnership, provided it is satisfied that such non-accredited investors, either alone or with the assistance of a purchaser representative, have sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Partnership.

Satisfying the Standards

In connection with the purchase of the Units, each subscriber will be required to complete and submit to the Partnership a Subscription Agreement on the form annexed hereto as Exhibit "D." Each subscriber will be required to make certain representations on which the Partnership will rely, which are found in the Subscription Agreement annexed hereto; however, the satisfaction of these standards by a prospective investor does not necessarily mean that a purchase of the Units is a suitable investment for that particular investor.

Offering Limitations

Each prospective investor will be provided with a numbered copy of this Memorandum. By accepting delivery of this Memorandum, the recipient agrees to return it to the General Partner in the

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event that the recipient determines not to purchase Units. The Units are offered solely pursuant to this Memorandum, subject to prior sale, the right of the Partnership to terminate the Offering without prior notice or to reject any subscription and certain other conditions. See the Subscription Agreement attached hereto as Exhibit "D."

Qualification of Prospective Investors

Only when the General Partner is reasonably satisfied that a prospective investor will meet the suitability tests described in this Memorandum will it be furnished to them. If the General Partner is incorrect in its evaluation of the circumstances of a particular prospective investor's qualification to receive this Memorandum, then the delivery of this Memorandum to such prospective investor shall not be deemed to be an offer and the General Partner shall require such prospective investor to return this Memorandum to it immediately.

TERMS OF THE OFFERING

Plan of Distribution

The Partnership is making the Offering on a "best efforts" basis. The purchase price per Unit is \$1,000. The minimum subscription is for One Hundred (100) Units (\$100,000), although the General Partner may accept lesser amounts in its sole discretion. The Units, with certain exceptions, will be sold only to "accredited investors" as defined in this Memorandum and in the Subscription Agreement.

All subscription funds received will be deposited into the operating account of the Partnership. After receipt, all deposited funds, less amounts paid to the General Partner and registered broker-dealer, if any, will be either invested in either short-term instruments pending deployment into Properties or deployed directly into Properties. The Partnership may continue offering the Units until the Offering is fully subscribed, unless the Offering is terminated prior thereto. The Offering may be terminated at any time at the sole discretion of the Partnership, whether or not any subscriptions have been received, and the General Partner has the discretion to refund deposited funds to subscribers and to cancel their subscriptions.

Subscription Procedures

To purchase Units, a prospective investor must complete and sign the Signature Pages of the Subscription Agreement (in the form attached to this Memorandum as Exhibit "D") and the Partnership Agreement (in the form attached to this Memorandum as Exhibit "C") and such other documents as may be required by the General Partner and tender such documents, together with cash, check or wire transfer payable to Partnership in an amount equal to the full purchase price of the subscribed for Units. Delivery of the executed Signature Pages of the Subscription Agreement by a subscriber will be a binding commitment on the part of the subscriber to purchase the Units subscribed for in the Subscription Agreement, subject to the Partnership's acceptance. With certain limited exceptions, the Units will only be offered and sold to purchasers qualifying as "accredited investors" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Partnership reserves the right to terminate this Offering at all time.

This Offering is intended to comply with the provisions of Rule 506 of Regulation D promulgated under the Securities Act, as well as exceptions from registration provided by various state statutes. The Units are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act and any applicable state securities law, pursuant to

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registration or exemption therefrom. Furthermore, the certificates representing the Units will contain a legend advising of these restrictions.

USE OF PROCEEDS

The actual amount of Capital Contributions by the Limited Partners required to activate the Partnership is in the sole discretion of the General Partner. The General Partner has not established any minimum contribution required for activation. The following table represents the approximate application of the Capital Contributions of the Limited Partners assuming subscriptions in the amount of \$500,000.00.

The General Partner's compensation for the management services that it provides to the Partnership will include a one-time lump sum management fee equal to five percent (5%) of the initial Capital Contributions of the Limited Partners. Such services include the investigation and selection of Properties to be acquired by the Partnership, negotiating the price and terms of such acquisitions and determining the appropriate time and terms of any sale or other disposition of such Properties. In addition, the General Partner will recede an expense allowance equal to ten percent (10%) of the initial Capital Contributions of the Limited Partners to pay for costs associated with the offering of the Partnership Interests, including, but not limited to, professional fees, filing fees, and costs associated with the preparation, printing and distribution of the offering documents and sales commissions payable to registered broker/dealers, if any. The General Partner will have broad discretion in the use of these funds.

ESTIMATED USE OF PROCEEDS

Working Capital*	\$425,000.00	85%
Management Fee	\$25,000.00	5%
Expense Allowance	<u>\$50,000.00</u>	<u>10%</u>
Total Use of Limited Partner subscriptions	\$500,000.00	100%

*Working Capital:

Dedicated to the acquisition of Properties and the ordinary business expenses involved in the day-to-day business operation of the Partnership.

Notwithstanding the foregoing, any and all offering proceeds received by the Partnership will be allocated to uses and expended in amounts determined from time to time by General Partner, in its discretion, to be in the best interests of the Partnership. See "Risk Factors."

Pending deployment into Properties, net Offering proceeds will be invested in certificates of deposit, investment grade commercial paper, money market funds, federally insured bank accounts or other similar securities or debt instruments as the General Partner may determine, including interest bearing loans to the General Partner or its affiliates. In no event will Offering proceeds be applied to uses contrary to the purposes specified herein or not reasonably related to the business of the Partnership as described in this Memorandum.

RISK FACTORS

Purchase of the Units involves a significant degree of risk and is suitable only for persons of adequate financial means who have no need for liquidity in this investment. The following is merely a

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summary of certain significant risks associated with an investment in the offered Units and is not an all inclusive list of all risks associated with such an investment. Moreover, prospective investors are encouraged to consult with an independent investment representative, accountant, and/or attorney, and to ask questions of, and receive answers from, the Principals of the General Partner to verify or clarify the terms and conditions of the Offering (and any other matters relating hereto) prior to making a decision to invest in the Units. The importance of the factors listed below and the degree of risk involved is not reflected in the order of presentation. In addition to general investment risks, a prospective investor should carefully consider the following risks:

New Business Enterprise

The Partnership has no history of operations and its proposed operations will be subject to all of the risks inherent in the establishment of a new business enterprise. The likelihood of success of the Partnership must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with forming a new business and the competitive environment in which the Partnership will operate. There can be no assurance as to when, if at all, the Partnership's investment in the Properties may yield gains or generate cash flows sufficient to fund distributions to Limited Partners. Accordingly, an investment in the Partnership is only suitable for investors who are prepared to accept the loss of their entire investment.

General Real Estate Investment Risks

The business of investing in real estate generally is subject to numerous inherent risks which are beyond the control of the Partnership or the General Partner, including adverse governmental actions and policies (such as adverse changes in zoning, tax, real estate, and environmental legislation), the deterioration of general or local economic conditions or conditions within the real estate market; oversupply or weak demand for improved real estate generally or in the area in which the Properties are located; adverse use of adjacent or neighboring real estate; and uninsurable environmental hazards.

Use of Leverage in Equity Investments

In the event the General Partner finds it advisable to close on a Property, the Partnership intends to obtain debt financing to cover a substantial portion of the cost of acquisition. The use of such debt presents an additional element of risk. In the event that the cash receipts from the operation of the Property is insufficient to meet the payments on such indebtedness, the General Partner may be required to make capital calls on the Limited Partners or the Partnership's equity in the Property may be reduced or Eliminated through foreclosure. In order to meet its debt obligations, the Partnership may be required to sell a Property at an inappropriate time and at an unfavorable price, foregoing anticipated profits or experiencing a loss on such sale, thereby reducing the Partnership's equity in that Property.

Lack of Geographic and Investment Diversity

The Partnership's Properties may be located primarily in Colorado and, as a consequence of such lack of geographic diversity, the Partnership will have a greater risk of loss due to events that may affect such areas, including hurricanes, other natural disasters and acts of terrorism. The Partnership may participate in a limited number of Properties and, as a consequence, the aggregate return of the Partnership may be materially and adversely affected by the unfavorable performance of a single Property.

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Sale of the Properties

The General Partner, in its discretion, will have the right to offer the Properties for resale or an exclusive or other basis, and its affiliate, Oceanfront Brokerage, may be compensated at the prevailing real estate sales commission rates for its services in that regard. The opportunity of its affiliate to receive or participate in a real estate commission may provide the General Partner with an incentive to sell the Properties that is not shared by the Limited Partners. _____ may receive real estate commissions in connection with the sale of Properties equal to up to six percent (6%) of their gross sales price, such amount to be reduced by any payments to third-party real estate brokers. See "Certain Potential Conflicts of Interest."

Risk of Environmental Liability

Ownership of real property subjects the Partnership to risks relating to environmental hazards that might be uninsurable, which could cause the entire loss of the Partnership's investment in the Properties.

Limitations on Exit Strategy

Real estate is not generally considered as being readily marketable. There is no assurance that the Partnership will be able to sell the Properties on terms deemed favorable by the General Partner. The illiquid nature of the Properties may adversely affect the amount realized by the Partnership upon disposition.

Projected Financial Information

Any projected financial information provided to prospective investors is based on various assumptions which the General Partner believes are significant to the projections or otherwise relate to key factors on which the financial results of the Partnership will depend. However, these assumptions may or may not prove to be correct and unanticipated events and circumstances may occur subsequent to the date the projected financial projections were prepared. Nothing contained therein is or should be relied upon as a promise, warranty or representation as to the future performance of the Partnership. Any projected financial information has not been audited or reviewed by an independent accounting firm. It can be expected that there will be differences between the projections and actual results, and those differences may be material. It is not the General Partner's intention to furnish updated projections in the future.

Success Dependent on General Partner

The success of the Partnership will depend on the ability of the General Partner to perform its services to the Partnership in a timely and business-like manner. Such services include the investigation and selection of Properties in which to invest the Partnership's working capital, negotiating the price and terms of such acquisitions of Properties and determining the appropriate time and terms of any sale or other disposition of such Properties and generally to utilize the Properties in a manner which will provide positive cash flow to the Partnership and to otherwise deal with the Properties. Prospective investors should not purchase Units unless they are willing to entrust all aspects of the Partnership's business to the General Partner. The loss of the services of the General Partner, the Principals or its other executive officers could adversely affect the Partnership's operations. Further, if the General Partner should dissolve or terminate for any reason, the Partnership will be dissolved unless the Limited Partners determine to continue the Partnership and elect a substitute General Partner.

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Reliance on Third Party Developers

The Partnership will rely on third party developers to complete the development of the Properties, and the projects at which they are located, in a timely manner. Their failure to do so could have a material adverse effect on the Partnership.

Additional Capital; Reserves and Cash Flow

The Partnership intends to maintain reasonable reserves for normal working capital and contingencies; however, there is no guarantee that reserves to be maintained by the Partnership will be adequate. If reserves are insufficient and temporary loans are not available, it may be necessary to request additional capital from the Limited Partners. Failure to make an additional capital contribution could result in a Limited Partner's percentage partnership interest being reduced as set forth in the Partnership Agreement. See the Partnership Agreement attached as Exhibit "C." In the event that such capital contributions, financing or any subsequent refinancing are not available on acceptable terms, it may be necessary for the Partnership to liquidate its interest in the Properties on unfavorable terms.

Conflicts of Interest

No director or officer of the General Partner will devote his full time to the Partnership's business. Consequently, conflicts of interest may arise with respect to the allocation of time, services and functions of such individuals, and such conflicts may be resolved against the best interests of the Partnership. Various fees may be paid to the General Partner or its affiliates in connection with the acquisition, financing and disposition of the Properties. The General Partner or its affiliates may receive additional compensation for any additional services performed on behalf of the Partnership so long as such services are provided on terms and conditions no less favorable to the Partnership than can be obtained from independent third parties for comparable services in the same location. Affiliates of the General Partner may receive real estate commissions in connection with the purchase or sale of all or any portion of Properties equal to up to six percent (6%) of the gross sales price of those properties, such amount to be reduced by any payments to outside real estate brokers. In this regard, The General Partner's selection of developers from which to acquire Properties may be influenced by factors relating to the timing of the payment of such commissions. Such factors may provide the General Partner with an incentive to acquire the Properties from a developer that is not shared by the Limited Partners. The General Partner may sell Properties to its affiliates; however, if it does so, such sales will be on commercially reasonable terms and at prices supported by independent appraisals or valuations. See "Certain Potential Conflicts of Interest."

Offering Price

The offering price for the Units has been determined solely by the General Partner and is intended to reflect the cost of investment in Properties, other costs of offering the Units, and costs related to organizing the Partnership. No independent studies with respect to feasibility, management or marketing by a disinterested person have been considered in determining the Partnership's capital requirements or plans of operations. Therefore, there can be no assurance that the capital raised will be adequate for the acquisition and operation of the Properties and the other investment objectives of the Partnership or that additional capital will not be required in the future.

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Confidentiality and Non-Solicitation Covenants

The Partnership Agreement contains certain covenants restricting the ability of a Limited Partner and its affiliates to disclose certain Confidential Information (as defined in the Partnership Agreement) and to solicit or otherwise enter into transactions with persons who have relationships with the Partnership or the General Partner. As a result, a Limited Partner (or its affiliates) may be prohibited from entering into certain transactions or disclosing certain information due to the restrictive covenants agreed to by the Limited Partner in the Partnership Agreement. See the Partnership Agreement attached as Exhibit "C."

Limited Liability of Limited Partners

The General Partner will take reasonable measures to maintain the limited liability of Limited Partners for obligations of the Partnership. A Limited Partner may lose any limited liability if it participates in the management or control of the Partnership. Even though a Limited Partner maintains limited liability, that Limited Partner may be liable to creditors of the Partnership for funds distributed to the Limited Partner by the Partnership, together with interest thereon, which are deemed to constitute a return of Partnership capital or which are determined to be conveyances in derogation of the rights of the Partnership's creditors, such as a distribution made at a time when the Partnership is insolvent or which has the effect of rendering the Partnership insolvent.

No Public Market; Restrictions on Transfer

No public market will exist for the Units. A Limited Partner may be restricted in his ability to realize cash from his investment prior to dissolution of the Partnership because (a) the sale of his Units will be subject to restrictions imposed by the federal securities laws and regulations promulgated by the SEC and any applicable state securities laws; (b) the Partnership Agreement contains significant restrictions on the transferability of Units; and (c) it may not be possible to find a buyer for a Limited Partner's Units. Accordingly, no person should purchase Units with funds which he may need to convert readily into cash and the purchase of Units should be considered only as a long-term investment that will not be readily saleable.

General Risks Relating to Tax Aspects

The complexity of the applicable tax laws and regulations prevents a detailed explanation of the risks relating to tax aspects of an investment in the Partnership. Accordingly, prospective investors are urged to consult with their tax advisors with respect to local, state, federal and international income tax consequences of their ownership of Units. Also, prospective investors must realize that periodic consultations with their tax advisors may be necessary because of future changes in the applicable statutes and regulations, or in their interpretations.

Risks Relating to Unrelated Business Taxable Income

Organizations generally exempt from federal income taxation (including qualified pension, profit sharing and stock-bonus plans, Keogh plans and individual retirement accounts (IRAs)) may be taxable on their allocable share of Partnership income to the extent such income constitutes "unrelated business taxable income" ("UBTI"). Gain on the sale of real property is generally not included in UBTI. However, a portion of the gain upon sale of such real property may be treated as UBTI if the property is subject to "acquisition indebtedness" as would be the case if the Partnership closed on a Property. Such portion is approximately equal to the ratio of the acquisition indebtedness to the aggregate basis of the property. Tax-exempt entities, other than IRAs, may qualify for an exception that would allow them to

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avoid the recognition of UBTI if the Partnership meets certain disproportionate allocation rules; however, it is unclear whether the Partnership satisfies these rules, and therefore all tax-exempt entities may be required to recognize UBTI by reason of their investment in the Partnership. The receipt of UBTI by a charitable remainder trust results in taxation of all trust income for the taxable year, and therefore the Units are not a suitable investment for a charitable remainder trust.

Unregistered Offering

Prospective investors must recognize that the offer and sale of the Units pursuant to these Offering documents have not been, and will not be, registered under the Securities Act or applicable state securities laws. Thus, prospective investors cannot rely upon regulatory authorities having reviewed the terms or fairness of this Offering. Accordingly, prospective investors must recognize that they do not necessarily have any of the protections afforded by registration under applicable federal and state securities laws, and they must judge the adequacy of disclosure and the fairness of the terms of the Offering on their own (i.e., without the benefit of prior review by regulatory authorities).

Limitation on available information

The Partnership is not presently, nor is it ever expected to be, subject to the periodic filing and reporting requirements of the Exchange Act. Accordingly, prospective investors are cautioned that there is and will be no available public information about the Partnership's financial status and operations.

RESTRICTIONS ON TRANSFER

The Partnership has not registered any securities under the Securities Act or any applicable state securities laws, and is offering the Units in reliance upon certain exemptions from registration under such Act and such laws. As a consequence, purchasers may not sell or otherwise transfer Units unless such securities are subsequently registered under the Securities Act and appropriate state securities laws or an exemption from such registration is available. See "Risk Factors."

The availability of certain exemptions from registration under federal and state laws depends, in part, upon the "investment intent" of purchasers; these exemptions may be denied with respect to an offering if any one investor purchases securities with a view to the redistribution thereof. Because the Partnership wishes to rely upon such exemptions from registration with respect to this Offering, each subscriber for the Units will be required, by execution of a Subscription Agreement (see Exhibit "D" to this Memorandum), to acknowledge that his or her purchase is for investment, solely for his or her own account, and not with a view to the resale or further distribution of such securities. Further, each subscriber for the Units will be required to agree not to sell, transfer or otherwise dispose of such securities unless and until such securities are registered under applicable federal and state securities laws or an exemption from such registration is available.

The Units may not be transferred or assigned in any way unless, among other things, (i) the transferee adopts all of the terms and conditions of the Subscription Agreement and the Partnership Agreement and provides to the General Partner an opinion of counsel, satisfactory in form and substance to the General Partner, that the proposed transfer or assignment may be effected in compliance with all applicable federal and state securities laws and regulations. (ii) all of the Partnership's costs in connection with such transfer are paid by the transferor or transferee and (iii) such other documentation as the Partnership may require is provided. In order to promote compliance with the foregoing restrictions by Limited Partners wishing to effect transfers of its Units, the Partnership will place a

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legend upon each Unit certificate and issue appropriate transfer agent instructions (including a notation in its partnership records) concerning such restrictions.

In light of the significant limitations on the transferability of the securities sold herein, and because holders of Units will not have the right to require the Partnership to register all or any part of such securities under the Securities Act or state securities laws, a purchaser of the Units must be prepared to bear the economic risk of such investment for an indefinite period of time. See "Risk Factors."

FIDUCIARY RESPONSIBILITY OF THE GENERAL PARTNER

The General Partner and its Principals will be accountable to the Partnership as fiduciaries and consequently will be required to exercise good faith and integrity in handling Partnership affairs. This is a rapidly developing and changing area of the law, and prospective investors who have questions concerning the duties of the Principals should consult their legal counsel.

The Partnership Agreement provides that the General Partner will not be liable to the Partnership or to the Limited Partners for any act or omission performed or omitted by it except for acts or omissions arising out of gross negligence or willful misconduct, and that the Partnership will indemnify the General Partner for any liability suffered by it arising out of its activities in connection with the Partnership, except for liabilities resulting from gross negligence or willful misconduct. Accordingly, the Limited Partners may have a more limited right of action than would otherwise be the case absent such provisions. In the opinion of the SEC, indemnification for liabilities arising under the Securities Act is contrary to public policy and therefore unenforceable. See the Partnership Agreement attached as Exhibit "C."

CERTAIN POTENTIAL CONFLICTS OF INTEREST

The General Partner

The interests of the General Partner may potentially conflict in various ways with the interests of the Limited Partners. The General Partner, however, is under a fiduciary duty to the Limited Partners which, in general, requires the General Partner to consider the best interest of the Limited Partners in managing the Partnership. Nevertheless, the General Partner and its affiliates will receive compensation from the Partnership for services rendered even if the Partnership is not profitable. See "The Partnership's Business Model" and "Risk Factors."

Policies With Respect to Transactions with Affiliates

The General Partner's policy is that the terms on which the Partnership's relationships are conducted with any of its affiliates or persons employed by the General Partner or its affiliates will be fair to the Partnership and on terms and conditions no less favorable to the Partnership than those that could be obtained from independent third parties for comparable services in the same location.

CERTAIN SECURITIES LAW CONSIDERATIONS

The offer and sale of the Units will not be registered under the Securities Act or under applicable state securities laws. The Units are being offered and sold in reliance upon the exemption from

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registration provided by Rule 506 of Regulation D promulgated under the Securities Act. The Offering is designed to comply specifically with the requirements of Regulation D under the Securities Act.

As a purchaser of the Units in a private placement not registered under the Securities Act, subscribers will be required to represent, among other things, that: (i) they are acquiring the Units for investment purposes only and not with a view to or for resale, distribution or fractionalization of the Units, (ii) that they are "accredited investors" within the meaning of Regulation D under the Securities Act or, if not, that such non-accredited investors, either alone or with the assistance of a purchaser representative, have sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Partnership, and (iii) that they have received or had access to all information they deem relevant to evaluate the risks associated with the prospective investment. Furthermore, each subscriber must be prepared to bear the economic risk of such investment for an indefinite period because the Units cannot be sold unless they are subsequently registered under the Securities Act or an exemption from such registration is available. It is unlikely that the Units will ever be registered under the Securities Act. See the Subscription Agreement attached as Exhibit "D."

During the course of the Offering and prior to the sale of Units, each prospective investor is invited to ask questions of the General Partner concerning the terms and conditions of the Offering and to obtain any additional information, to the extent the Partnership possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information furnished in this Memorandum.

LEGAL MATTERS

The validity of the Units and certain securities law matters will be passed upon for the Partnership by its counsel, the international law firm of Greenberg Traurig, P.A.

USA PATRIOT ACT COMPLIANCE

The USA Patriot Act (the "Patriot Act"), adopted in the wake of the events of September 11, 2001, requires that all financial institutions implement policies and procedures ("AML Programs") designed to guard against and identify money laundering activities. Under the Patriot Act and the Partnership's own AML Program adopted pursuant to the Patriot Act, the Partnership is required to confirm the identity of each investor to the extent reasonable and practicable, including the principal beneficial owners of an investor, if applicable. New investors, and additional capital from existing investors, can be accepted only after the Partnership has confirmed the identity of the investor and the principal beneficial owners of the investor, if applicable, unless the Partnership concludes that it can rely on the diligence of a third party with respect to such investor.

The Partnership is required to undertake enhanced due diligence procedures prior to accepting investor management believes present high risk factors with respect to money laundering activities. Examples, although not comprehensive, of persons posing high risk factors are persons resident in or organized under the laws of a "non-cooperative jurisdiction" or other jurisdictions designated by the Department of the Treasury as warranting special measures due to money laundering concerns, and any person whose capital investments originate from or are routed through certain banking entities organized or chartered in a non-cooperative jurisdiction.

In addition, the Partnership is prohibited from accepting subscriptions from or on behalf of:

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- persons on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Asset Control;
- the Annex to Executive Order 13224;
- such other lists as may be promulgated by law or regulation; and
- foreign banks unregulated in the jurisdiction they are domiciled in or which have no physical presence.

The Partnership may be required to undertake additional actions to guard against and identify money laundering activities, when final regulations under the Patriot Act are adopted by the Department of the Treasury. The requirements for the Partnership to guard against and identify money laundering activities in deciding whether to accept subscriptions are in addition to the discretion that the Partnership has in deciding whether to accept subscriptions.

PRIVACY POLICY

The Partnership takes precautions to maintain the privacy of personal information concerning the Partnership's current and prospective individual investors. These precautions include the adoption of certain procedures designed to maintain and secure such investor nonpublic personal information from inappropriate disclosure to third parties. Federal regulations require the Partnership to inform investors of this privacy policy.

The Partnership collects nonpublic personal information about its investors from the following sources:

- Information the Partnership receives from an investor in related documents or forms;
- Information about an investor's transactions with the Partnership, its affiliates, or others; and
- Information the Partnership may receive from a consumer reporting agency.

The Partnership does not disclose any nonpublic personal information about its prospective, existing or former investors to anyone, except as permitted by law and regulation. The Partnership restricts access to nonpublic personal information about its investors to those employees and agents of the Partnership who need to know that information in order to provide services to its investors. The Partnership may also disclose such information to its affiliates and to service providers and financial institutions that provide services to the Partnership. The Partnership will require such third party service providers and financial institutions to protect the confidentiality of the investors' nonpublic personal information and to use the information only for purposes for which it is disclosed to them. The Partnership maintains physical, electronic, and procedural safeguards that comply with federal standards to safeguard the investors' nonpublic personal information and which management believes are adequate to prevent unauthorized disclosure of such information. If you have any questions concerning this privacy policy, please contact Michael Dressner at the offices of the General Partner.

PROSPECTIVE INVESTORS ARE INVITED TO ASK QUESTIONS AND
REQUEST ADDITIONAL INFORMATION BY CONTACTING THE GENERAL PARTNER AT:

United Properties and Construction, LLC.
1240 South Parker Road, Suite 105,

Confidential Private Placement Memorandum Not Available to the Public

United Properties and Construction, LLC

Denver, CO 80231
(303) 338-0297
www.upandcs.com

Smapple Draft 05/16/06