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PRIVATE PLACEMENT CERTIFICATION

A INVESTMENT INFORMATION

Name of Investment:

Description of Investment (*please select one*):

- Private Stock
- Operating Company
- Oil & Gas
- Limited Partnership
- Promissory Note (Please fill in the following required information):
- Hedge Fund
- Real Estate Related
- Limited Liability Company
- Other (*specify*):

Maturity Date:

Issue Date:

Coupon/Interest Rate:

Payment Frequency:

Name of Investment Issuer/Sponsor:

Address:

City:

State:

Zip:

Telephone No.:

Fax No.:

E-Mail:

Web Site Address:

B CERTIFICATION & AGREEMENT

I, the General Partner, Managing Member, Authorized Officer or Trustee, of the above named Investment Issuer/Sponsor ("Issuer"), certify the following:

1. (a) Issuer agrees to register the ownership interest in the investment as follows:

Millennium Trust Company, LLC, Custodian
FBO: (Account Owner Name) (Account Type) (Millennium Account No.)
Tax ID: (#36-4400066 for retirement accounts) (Use Account Owner's SSN or Tax ID No. for taxable accounts)
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(b) Issuer understands and agrees that it will treat Millennium Trust Company ("Millennium") in its capacity as custodian as registered owner of the investment. Issuer agrees that all funds to or from accounts at Millennium for this investment must flow through Millennium including funds for withdrawals, liquidations, contributions, additional investments, and disbursements.

(c) Issuer agrees that it will not accept funds from or submit funds to the account owner or other third parties on behalf of the investment.

(d) Issuer agrees to liquidate investments as directed by Millennium as registered owner as Custodian subject to applicable conditions in the investment's governing documents.

Please continue to page two to complete this form.



B CERTIFICATION & AGREEMENT CONTINUED

2. Issuer will provide the account owner with any applicable prospectus, private placement memorandum, offering circular or similar document prior to accepting any investment from Millennium on behalf of the account owner and Issuer will comply with all applicable laws and regulations, including security registration requirements or exemptions.
3. Issuer will send all correspondence including account statements, audited financial statements (if any), tax forms, Schedule K-1's, voting information and any other required information directly to the account owner. Issuer also agrees to provide Millennium with (a) account statements, including transactions, in the manner provided to its investors and (b) copies of all communications to investors.
4. Issuer understands and acknowledges that Millennium has not and will not perform any due diligence on the investment or Issuer. Furthermore, the Issuer acknowledges that Millennium's signature, in its capacity as custodian, on any subscription documents is solely to facilitate the account owner's investment and not as a certification for any investor suitability or other representation made in connection with the purchase documentation.
5. Issuer agrees to provide Millennium evidence of ownership for each investment purchase, such as an original stock certificate, or if certificates are not issued, a written confirmation. Issuer further agrees that subsequent investment purchases will not be communicated until such written confirmation is provided to Millennium.
6. Issuer agrees to provide Millennium with a good-faith estimate of the fair market value of each account owner's investment as of December 31 of each year. Issuer acknowledges and understands that if Millennium does not receive the December 31 valuation by January 15 of the following year, Millennium will continue to report the investment's value as the last valuation supplied by the Issuer, and if none, as the original purchase price.
7. **Retirement Accounts and Health Savings Accounts (HSAs) only**
 - (a) Issuer will inform the account owner with the amount of Unrelated Business Taxable Income ("UBTI") that the account owner must report on IRS Form 990T, if any.
 - (b) Issuer acknowledges that a retirement account or HSA has certain limitations that restrict its and the account owner's ability to make any additional investments which may be requested or recommended by the Issuer.
 - (c) Issuer has reviewed Section 4975 of the Internal Revenue Code ("Code") dealing with certain transactions that are deemed prohibited under the Code with retirement accounts and HSAs and agrees to provide Millennium with notice if Issuer becomes aware of any transactions that may be deemed prohibited under Section 4975.
8. Issuer certifies that (a) there is no prohibition or restriction against the transfer/assignment of the ownership to the account owner, a successor trustee/custodian, or to a beneficiary upon the account owner's death; and (b) Issuer will cooperate with and approve (if required) any such transfer/assignment requested by Millennium.
9. Issuer certifies that it is duly organized and in good standing and will provide, upon request, its registered agent for service of process, if any.
10. Issuer agrees to notify Millennium if (a) Issuer changes its address or other contact information listed in Exhibit A; or (b) Issuer is dissolved, files for bankruptcy, or goes into receivership.
11. Issuer certifies that (a) it has not made any representations regarding Millennium as to its relationship with Millennium, as to any opinion Millennium may have as to the Issuer or investments in the Issuer or otherwise; and (b) it will not use the name of Millennium in any manner, including marketing or advertising without the written permission of Millennium. The Issuer further acknowledges that Millennium will not undertake any actions to promote the sale or distribution of any investment nor does it provide any investment, tax or legal advice.

Authorized Individual:

Name:

Title:

Signature: _____ Date:

Please continue to page three to complete this form.

Exhibit A

A CONTACT INFORMATION

Administrative Contact

Name of Manager/Supervisor:

Telephone No.:

E-Mail:

Name of Contact:

Telephone No.:

E-Mail:

Address:

City:

State:

Zip:

Web Site Address:

Wire/Settlement Contact

Name of Contact:

Telephone No.:

E-Mail:

Third Party Fund Administrator Contact

Name of Contact:

Telephone No.:

E-Mail:

B CHECK & WIRE INSTRUCTIONS

Wire Instructions:

Check Instructions:

Please continue to page four to complete this form.

C **TRADE INFORMATION**

Purchase Restrictions:

Liquidation Restrictions:

Valuation Frequency:

- Monthly
- Quarterly
- Semi – Annually
- Annually
- Other (Specify):