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PRIVATE PLACEMENT INVESTMENT DIRECTION

A ACCOUNT INFORMATION

Account Owner's Name:

Millennium Account No.:

Daytime Phone No.:

E-mail Address:

B INVESTMENT INFORMATION

Name of Investment to be Purchased:

Series or Class:

Investment Amt: \$ All available funds (See Millennium Investment Requirements on Page 2.)

- Initial Purchase
- Additional Purchase

Type of Investment:

- Limited Liability Company
- Limited Partnership
- Private Stock
- Other (specify):

Please send any applicable investment documentation to the Investment Issuer/Sponsor by:

- U.S. Mail
- Overnight Delivery - I hereby authorize the applicable Overnight Delivery fee be charged to my account for this service request unless I designate a third party below.

Third Party - Charge Carrier: Account No.:

Name on Carrier's Account:

C INVESTMENT ISSUER/SPONSOR CONTACT DETAILS

Contact Name: Phone No.:

E-mail address: Fax No.:

D ACCOUNT OWNER ACKNOWLEDGEMENTS

CAREFULLY READ THE FOLLOWING INFORMATION BEFORE SIGNING.

The Account Owner must complete answers to any and all suitability questions posed by the Investment Sponsor/Issuer and review the subscription agreement and other applicable investment documents before Millennium Trust Company (Millennium) will process this investment direction. The Account Owner should execute and sign all documents related to the investment and then submit the documents to Millennium to sign and execute as the Custodian. Pursuant to this Investment Direction, the purchaser will be Millennium Trust Company, LLC Custodian FBO (Account Owner) (see Millennium Investment Requirements on Page 2).

I direct Millennium to execute the purchase of the above-named investment in my self-directed account (Account), and in doing so I hereby make the following representations:

Please continue to page two to complete this form.



D ACCOUNT OWNER ACKNOWLEDGEMENTS CONTINUED

1. *Investment Documentation, Representations, and Suitability Requirements.* I have read and understand all offering information pertaining to the purchase of the investment. I have read and reviewed each representation made within the subscription agreement and/or related documents, which I have filled out as appropriate for the purchase of the investment referenced above, and I specifically represent and warrant that I meet all the suitability requirements applicable to the purchase of this investment. I will indemnify and hold Millennium harmless from any damages or losses arising from any such representations I have made or authorized including those regarding my personal financial information and/or my retirement plan(s) financial information which may be considered a part of the subscription agreement which I am requesting that Millennium now sign as custodian on behalf of my Account. I hereby authorize Millennium to work with the investment issuer/ sponsor of the above referenced investment in order to complete the transaction.
2. *Investment Terms and Risks.* I have reviewed and approved all of the terms of the investment. I have evaluated the risks involved with this particular investment and conducted a complete review of the underlying investments or operations, as well as of the principals involved to the extent I felt appropriate. I acknowledge that, in general, private placements (i) are considered to entail more risk than registered securities, (ii) have little (and some times no) liquidity when compared to publicly traded investments, and (iii) can present difficulties in obtaining timely and accurate valuations and that the accuracy of such valuations are not Millennium's responsibility.
3. *No Advice; General Indemnification.* I understand that Millennium has not evaluated this investment and I acknowledge I have not received any investment advice from Millennium. I acknowledge that any documents acquired by Millennium on the above offering was solely to determine that the investment is administratively feasible for Millennium under the above-referenced account. Millennium reserves the right not to accept custody of any given investment. I am not expecting or relying on Millennium to protect me or my retirement from fraud, poor investment performance or an investment that is otherwise not suitable for me or my Account.
4. *Retirement and Health Savings Accounts Only: No Prohibited Transactions.* I understand that certain transactions are prohibited under Internal Revenue Code Section 4975 and ERISA. I further understand that the determination of whether the transaction directed hereby is a prohibited transaction or "party in interest" transaction depends on the facts and circumstances surrounding the purchase. I warrant and represent that the offering entity or any affiliate thereof is neither a "disqualified person" as defined in Section 4975(e)(2) of the Internal Revenue Code, that I have consulted with such advisors as I deem necessary and appropriate, and have determined among other things, that this investment does not constitute a prohibited transaction as defined in Internal Revenue Code Section 4975, nor a "party of interest" transaction (as defined in Section 3(14) of ERISA). Furthermore, none of the principals/shareholders of the investment referenced above are my Broker, Agent, Investment Advisor, paid consultant or member of my immediate family and I understand that if in fact that was the case, that the transaction could in fact be considered a prohibited transaction.
5. *Unrelated Business Taxable Income (UBTI).* Should the above referenced investment produce income subject to UBTI, I understand that I must file a Form 990-T tax return and authorize my Account to pay the tax on such income. I hereby indemnify and hold Millennium harmless for production of the tax form and the payment of said tax, or for any damages if I fail to direct the appropriate payment or fail to have the appropriate information/direction to Millennium.
6. *Ownership of Investment.* The registered owner of the investment is required to be Millennium Trust Company, LLC Custodian FBO Account Owner (see Millennium Investment Requirements). To ensure that the investment documentation properly reflects my Account as the registered owner, I authorize and direct Millennium to execute all necessary investment documentation as Custodian of my Account and to make any necessary changes and corrections to any investment documents I may have completed and/or executed. To the extent necessary, this authorization shall be considered and function as a limited power of attorney in favor of Millennium. I will not request or accept payments of income or other distributions directly from the investment issuer/sponsor and will not make contributions to the investment other than through my Account.
7. *Indemnification.* I agree to indemnify and hold Millennium harmless from any claim and from any liability for any loss, damage, injury or expense which may occur as a result of its execution of this Investment Direction or by reason of holding this investment in my Account. In addition, I have read all Millennium documents including the Custodial Agreement and Disclosure Statements.
8. *Ongoing Representations.* I agree that I will immediately notify Millennium in the event of any of the foregoing representations are no longer true.
9. *Investment Amount.* Actual dollar amount invested may be reduced by transaction fees, past due account fees, or the account cash balance requirement. See applicable fee schedule for transaction fees.

Please continue to page three to complete this form.

D ACCOUNT OWNER ACKNOWLEDGEMENTS CONTINUED

MILLENNIUM INVESTMENT REQUIREMENTS

- The investment should be registered in the name of Millennium Trust Company, LLC, Custodian FBO Account Owner (Insert Client's Name), Account Number (Insert Client's Millennium Account Number) and under Millennium's Tax ID #36-4400066 (not the Client's social security number).
- A minimum of \$500 of cash deposits must be kept in your Account at all times. Please refer to Millennium's current fee schedule for applicable fees, including those specifically concerning private placements. Account Owner understands the fee schedule and authorizes Millennium to liquidate the investment for past due fees.

E ACCOUNT OWNER'S SIGNATURE

The undersigned hereby agrees to the above direction, terms, and requirements and confirms the representations, in paragraphs (1) through (9) in Section D.

Printed Name:

Account Owner Signature: _____ Date: