



Processing Checklist for Private Equity Investments

Sterling Trust Company
P.O. Box 2526 Waco, TX 76702
7901 Fish Pond Rd. Waco, TX 76710
254.399.5200
254.751.0872 fax
IRAServices@uwbank.com
www.SterlingTrustCompany.com

The following information must be sent to Sterling Trust Company ("Sterling") in order to process your private equity investment. Incomplete or incorrect paperwork may result in the delay of funding your investment.

1. Completed and Signed Investor Direction & Certification Form (Copy attached). Please complete Sections 1, 2, 5, 6, 7, 8, and 9 only. Sections 3 and 4 of the form do not apply.
2. Completed and Signed Subscription Documents, Purchase Agreement, Shareholder Agreement, or Investment Agreement (This will be provided to you by the Investment Entity). Please provide all pages of the documents. If a subscription agreement is not applicable, please provide a copy of the operating agreement, limited partnership agreement, etc. that you have signed as the accountholder. Sterling will then sign as the custodian and forward it to the Investment Entity upon funding. Your account's registration within the documents must be as follows: Sterling Trust Company, Custodian FBO: Accountholder Name, Account # _____.

The following items are only required if not previously provided by the Investment Entity:

3. Private Equity Representation Letter completed and signed by the Investment Entity (Copy attached).
4. Copy of the filed Articles of Incorporation, Certificate of Limited Partnership, Articles of Organization, or other corporate filings.
5. Copy of the Private Placement Memorandum or other offering documents related to the investment.

Investment decisions in Sterling's self-directed accounts are made solely by you and/or your authorized representative (if you have appointed one). You are responsible for the selection, management, and retention/disposition of the investments held within your Sterling account. Please refer to Sterling's fee schedule for the applicable fees associated with establishing and maintaining your account as well as any applicable processing fees for the investment.

Sterling is not affiliated with any investment sponsor, nor with any individual that may have sold or recommended an investment to you. In addition, Sterling is not affiliated with any financial advisor or planner, registered representative, broker dealer, or other financial professional.

Sterling has not performed any due diligence review of any investment. Sterling processes investments at your direction and should not be construed as any endorsement of the investment or whether it complies with the laws and regulations issued by the Internal Revenue Service, the Department of Labor, or any other federal or state regulatory agency.

If you have any questions, please contact our IRA Client Services Department at 800.955.3434, ext. 5396 or if you have a Qualified Plan, ext. 5395.

Additional Resources

The following web sites provide helpful information and resources for investor education. Each site provides guidance and tips that may assist you with your investment decisions within your self-directed account.

Securities and Exchange Commission: www.sec.gov/investor.shtml
North American Securities Administrators Association: www.nasaa.org/investor_education/
Internal Revenue Service (for Publications 560 and 590): www.irs.gov
California Department of Corporations: www.corp.ca.gov/outreach/outreach_resources.htm



Private Equity Investment Questions & Answers

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What types of private equity investments can I hold within my Sterling account?

Types of private equity investments that Sterling will process include, but are not limited to, stock of C-corporations, limited partnerships, limited liability companies, and unit investment trusts.

Are there any types of investments that Sterling will not process?

Types of private equity investments that are not administratively feasible for Sterling to process include, but are not limited to, single-member entities, general partnerships, limited liability partnerships, joint ventures, working interests, stock of S-corporations, and foreign entities.

Can my Sterling account invest in an entity that I or a family member owns or controls?

If your IRA or Qualified Plan invests in an entity that you or certain family members own or control (whether controlled individually or as an officer of a corporate general partner, managing member, etc.), the transaction could possibly be a prohibited transaction under Internal Revenue Code Section 4975.

Sterling's policy on this issue is that if you or another disqualified person is an officer or director of an entity (or an officer or director of a corporate general partner, managing member, etc.), and you will collectively own less than 50% of the entity, then you will need to obtain a legal opinion from an ERISA or tax attorney addressed to you in which the transaction is discussed in detail prior to Sterling processing your investment instructions. If you, any family member, or disqualified persons collectively will own 50% or more of the entity, Sterling will not process the investment even if you are able to obtain a legal opinion.

What is a prohibited transaction?

In general, Internal Revenue Code Section 4975 defines a prohibited transaction as a transaction between a plan (your account) and a disqualified person. Generally, "disqualified persons" are defined to be the accountholder, other fiduciaries, certain family members (lineal descendants and spouses of lineal descendants), and businesses under the accountholder's (or disqualified person's) control. Please review the code for specific information and definitions. Other useful resources are Publications 560 and 590.

Does Sterling have a limit to the amount of an entity that an account can own in conjunction with other disqualified persons or family members?

Yes. Sterling will not process an investment where 50% or more of the entity will be owned by the Sterling account and other disqualified persons or family members.

What is Unrelated Business Taxable Income?

Limited partnerships, limited liability companies, and other entities that carry on an unrelated business or borrow funds to finance the acquisition of property may generate Unrelated Business Taxable Income ("UBTI"). UBTI is generally reported on Schedule K-1 issued by the entity. If the UBTI attributable to your account exceeds \$1,000 for any taxable year, IRS Form 990-T must be filed along with the appropriate amount of tax, payable from your account. Sterling does not monitor UBTI and does not prepare Form 990-T. If the tax is applicable, you must prepare, or have prepared, Form 990-T and forward it to Sterling along with written authorization to pay the tax from your account. If you are required to file Form 990-T, you must apply for and utilize an Employer Identification Number ("EIN"). You may not use Sterling's EIN or your social security number. For more information on UBTI, please refer to IRS Publication 598 and/or consult with your tax advisor.

How are capital calls from a limited partnership or limited liability company handled?

Sterling must receive your written authorization to send a capital call from your account. Please provide Sterling with a copy of the capital call assessment along with a signed letter of instruction to send the amount of the capital call from your Sterling account to the entity.

Will Sterling assist with setting up a limited partnership, limited liability company, or other entity?

No. As a directed custodian, this is not a service that Sterling provides. You will need to rely on your attorney or tax advisor with respect to the entity's formation and any other legal or tax advice.



Investor Direction and Certification For Privately-Offered Investments

P.O. Box 2526, Waco, TX 76702-2526
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Important! This form contains important disclosures about your duties and responsibilities with regards to holding a private placement investment or nonstandard asset within your self-directed Sterling Trust Company account. Such investments may involve a high-degree of risk, and Sterling Trust Company will make no investigation as to the viability or safety of the investment you select. Read this entire form carefully before you complete and sign it. By signing this form, you consent to all terms and provisions shown on all three (3) pages of this form, including an agreement to arbitrate any disputes.

You must complete the appropriate sections of this form if you wish to instruct Sterling Trust Company to process a purchase, in-kind transfer or rollover, or exchange-in of a private placement investment or nonstandard asset in your self-directed Sterling Trust Company account. Such investments include private stocks, private limited partnerships, limited liability companies (LLCs), mortgage or promissory notes, contracts for deed/real estate contracts, structured settlements, or other privately offered investments.

Instructions: To avoid processing delays, complete all information in its entirety. If this will be a new or additional purchase, include the completed and signed investment subscription document(s). Many investments have similar names, so list the full name of the investment as shown on the investment subscription document; do not abbreviate. Please ensure that sufficient funds are in your account to process the exact investment amount you choose, plus any processing fees. Sterling will not send investments short unless it is solely due to Sterling deducting its processing fees.

1. ACCOUNTHOLDER NAME: _____ ACCOUNT NUMBER: _____

2. COMPLETE THIS SECTION FOR PRIVATE EQUITY ONLY:

Investment Name (specify exact name): _____

Amount: \$ _____ (Must specify exact amount that matches the amount on the subscription documents)

Number of Shares/Units: _____ (If known) Class of Shares/Units: _____ (If applicable)

Type of Equity Investment: Common Stock Preferred Stock Limited Partnership (LP) Unit Investment Trust
(check one) Limited Liability Company (LLC) Other: _____

3. COMPLETE THIS SECTION FOR PRIVATE DEBT ONLY:

Borrower's Name (Individual or Entity Name): _____

Amount: \$ _____ (Must specify exact amount that matches the amount on the subscription documents or loan document, if applicable.)

Type of Debt Investment: Unsecured Note Note Secured by a Deed of Trust/Mortgage Contract for Deed
(check one) Private Placement of Corporate Debt Other: _____

4. COMPLETE THIS SECTION FOR STRUCTURED SETTLEMENTS ONLY:

Investment Name (specify the seller's name): _____ File # (if applicable) _____

Amount: \$ _____ (Must specify exact amount that matches the amount on the settlement agreement)

5. Investment to be Acquired Through: (choose one)

- New Purchase (The \$25 processing fee will be deducted from the account prior to the purchase and will not be invoiced.)
- Additional Purchase (\$25 processing fee applies)
- In-Kind Transfer/Rollover from another Trustee/Custodian
- Exchange-in from: _____
(Investment Exchanging-out of my Sterling account)

** This section should indicate how your Sterling account will acquire the above-referenced Investment rather than how your Sterling account will be funded.

6. Delivery Instructions: (select only one)

I authorize Sterling Trust Company to send the investment subscription documents (and purchase check, if applicable) to the Investment issuer/sponsor via:

- Overnight Delivery - Bill charges to my Sterling account
- Overnight Delivery -- Bill charges to:

___ FedEx ___ DHL ___ UPS

Account # _____

** Delivery will be made via First Class mail if no other option is chosen.

7. If Investment is a new or additional purchase, I authorize and direct Sterling Trust Company to fund this investment purchase in the following manner:

Make purchase check payable and send check/investment subscription documents to:

Payee name: _____

Mailing address: _____

City, State, Zip: _____

Phone: _____

Wire funds to the following:
(An additional wire fee will be charged if a wire is rejected due to incorrect or incomplete information provided to Sterling.)

Bank Name: _____

Bank Phone Number: _____

ABA Routing Number: _____

For credit to: _____

Account number: _____

**** Funds will be sent via check and sent in accordance to the Subscription Document/Investment Paperwork if no other option is chosen.**

8. Important! Accountholder must check one of the following:

I represent that I am **not** an officer or director of the offering entity and/or borrower or any affiliate thereof, **nor** am I related to any officer or director of the offering entity and/or borrower or any affiliate thereof. I also represent that my ownership of this entity (combined with any family member or disqualified person) will be less than 50%.

I represent and disclose that I am an officer or director of the offering entity and/or borrower or its affiliate, **or** that I am related to an officer or director of the offering entity and/or borrower or its affiliate. The nature of the relationship and the combined percentage of the entity owned by my Account, any family member, or disqualified person is as follows:

Nature of Relationship: _____

Percentage Owned: _____%
(A legal opinion may be required if the potential for a prohibited transaction exists. Please refer to the Questions/Answers section of the checklist.)

I direct Sterling Trust Company ("Sterling") to execute the purchase, transfer, rollover, or exchange-in of the above-named privately-offered Investment ("Investment") for the benefit of my self-directed Sterling account ("Account"). If this will be a new or additional purchase of the Investment, and I have not specified the manner in which Sterling is to fund the Investment, I understand that Sterling will issue the purchase check and mail it via first-class U.S. Postal Service to the Investment issuer/sponsor, unless other verbal or written instructions are provided by myself, my Designated Representative, or the issuer/sponsor of the above named Investment. In directing this purchase, transfer, rollover or exchange, I hereby make the following certifications in accordance to my Sterling Custodial Account Agreement:

1. I have read and understand all offering information pertaining to the purchase of this Investment, and I meet any and all suitability requirements of the offering. I understand that Sterling does not make any determination with respect to whether I meet any or all suitability requirements of the offering. Furthermore, I understand that Sterling has no duty to question or conduct any suitability analysis on my behalf.

2. I acknowledge that my Account is self directed, and I am solely responsible for the selection, management, and retention of all investments held within my Account. I understand and acknowledge that Sterling will exercise no discretion with respect to the funds in my Account, will not under any circumstances provide investment advice or recommendations, and will in all events invest all of the funds in my Account solely and exclusively at my direction. I further understand that I have not entered into a "trust" agreement with Sterling, but rather I have entered into a "custodial" agreement under which Sterling has no duties or responsibilities with respect to the investment of the funds in my Account. **Finally, I understand and intend that Sterling shall not assume the responsibilities of a trustee, a "fiduciary", or a person entitled to exercise any discretionary authority with respect to the funds in my Account, as those terms and concepts are defined in the Internal Revenue Code, ERISA, or other applicable federal, state, or local laws.**

3. I understand that it is my sole responsibility to manage the Investment held within my Account, and that Sterling has no responsibility to question any investment directions given by me or my Designated Representative (if I have appointed one), regardless of the nature of the Investment. I understand that Sterling is in no way responsible for monitoring the performance of the Investment held within my Account. I understand that Sterling has not conducted a due diligence review of this Investment, nor has Sterling made any investigation with regard to this Investment, any issuer or sponsor of this Investment, or any officer, director, or other person or entity involved or affiliated with this Investment. I understand that Sterling has not reviewed the prudence, viability or merits of the Investment.

4. I understand that, if my Designated Representative or any other financial representative suggested that I retain Sterling's services as custodian for the Investment made through my Account, that such person is not in any way an agent, employee, representative, or affiliate of Sterling. I acknowledge that Sterling is not responsible for and is not bound by any representations, warranties, statements or agreements made by my Designated Representative or any financial representative beyond the terms and provisions contained in my Sterling Custodial Account Agreement and other Sterling forms and/or documents. I further understand that Sterling has not made and will not make any recommendation or investigation with respect to my Designated Representative or any financial representative, nor does Sterling compensate my Designated Representative or financial representative in any manner.

5. I understand that Sterling does not make any determinations as to whether an investment is acceptable under ERISA, the IRC, or any other applicable federal, state or local laws, including securities laws. I acknowledge that it is my responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any prohibited transactions in my Account arising out of this Investment. I understand that I should have all investments reviewed by my attorney and/or tax advisor prior to directing Sterling to process this transaction on behalf of my Account.

6. I understand that certain transactions are prohibited for tax-exempt retirement arrangements under IRC Section 4975. I further understand that the determination of whether the transaction directed hereby is a prohibited transaction depends on the facts and circumstances that surround this transaction, and I understand that Sterling makes no determination as to whether this transaction is a prohibited transaction. I warrant and represent that I have consulted with such advisors as I deem necessary and appropriate, and that I have determined among other things, that this Investment does not constitute a prohibited transaction as defined in IRC Section 4975. I represent that the offering entity or any affiliate thereof is neither a "disqualified person" as defined in IRC Section 4975(e)(2), nor a "party in interest" as defined in ERISA Section 3(14). I understand that, should my Account engage in a prohibited transaction, a taxable distribution equal to the fair market value of my Account will result and certain penalties may be incurred. I further understand that if such a deemed distribution takes place prior to my attaining age 59½, an additional premature distribution excise tax may be imposed.

7. My Account has sufficient liquid funds to make the initial purchase. If the Investment contains a provision for future contractual payments or assessments, including margin calls, I acknowledge that such payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Designated Representative, and may reduce or exhaust the value of my Account.

8. I further agree to indemnify Sterling for any and all payments or assessments which may result from holding the Investment within my Account, and I understand that Sterling shall be under no obligation whatsoever to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the Investment.

9. I understand that if the Investment contains any administrative requirements or duties beyond Sterling's capabilities or expertise to provide, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver a written service agreement acceptable to Sterling for execution on behalf of my Account.

10. I understand that Sterling has no responsibility or duty to notify me or forward to me any notices, proxies, assessments or other documents received by Sterling on behalf of the Investment, unless I or my Designated Representative request each such document in writing.
11. I agree to furnish payment instructions to Sterling regarding any invoice, assessment, fee or any other disbursement notification received by Sterling on behalf of the Investment, and I understand that Sterling has no duty or responsibility to disburse any payment until such instructions are received from me or my Designated Representative.
12. If the Investment to be purchased is a debt instrument, including individually-negotiated notes (such as a deed of trust/mortgage note or contract for deed) or privately-offered corporate debt, I agree to either enter into an Investment Servicing Agent Agreement with a third-party Agent on a form acceptable to Sterling or to be my own Agent in order to administer the terms of the Investment on behalf of my Account. Should my third-party Agent ever become unwilling or unable to perform the duties outlined in the Investment Servicing Agent Agreement, I understand that all duties of the Agent revert to me until I name a successor third-party Agent. Likewise, should I fail to appoint a third-party Agent to service the Investment, I understand that all duties of the Agent are my responsibility. I understand that Sterling does not offer or provide any servicing or collection duties with respect to any debt instrument, nor will Sterling monitor the maturity date or take any action with regard to the maturity of any debt instrument unless specifically directed by me in writing. Furthermore, should I elect to renew or re-negotiate the terms of any Investment, I agree to notify Sterling in writing and provide appropriate instructions for Sterling to return the original Investment to the debtor.
13. If the Investment to be purchased is a private equity investment, I understand that such Investment may generate Unrelated Business Taxable Income, or "UBTI". I further understand that, if the UBTI attributable to my Account exceeds \$1,000 for any taxable year, an IRS Form 990-T tax form must be filed along with the appropriate amount of tax, payable from the assets of my Account. I understand that Sterling does not monitor the amount of UBTI in my Account and does not prepare Form 990-T. If the tax is applicable, I agree to prepare, or have prepared, the proper 990-T tax form and forward it to Sterling, along with authorization to pay the tax from my Account. If I am required to file IRS Form 990-T with regard to any UBTI, I understand that I must utilize an Employer Identification Number ("EIN"). I will not use Sterling's EIN or my own social security number. I understand that I must apply for my own EIN prior to or in conjunction with requesting Sterling to pay any taxes I may owe with regard to any UBTI that might be incurred.
14. I understand that Sterling has no duty or responsibility to monitor the performance of the Investment or actions of the sponsor, nor to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents or assigns, and Sterling will not be required to monitor the acts of any paid consultant to whom Sterling may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Designated Representative.
15. I understand that if Sterling cannot obtain an annual market value or good faith estimate of the value for the Investment from the Investment's sponsor or other sources chosen by Sterling in its sole discretion, Sterling may carry forward the last known value (if available) or report the asset value at acquisition cost. I further understand and acknowledge that, if Sterling has not been provided with an annual market value or good faith estimate either by the Investment's sponsor or by me via an independent appraisal service (as specified in my Sterling Custodial Account Agreement), Sterling may distribute the Investment in-kind to me.
16. I understand that in-kind distributions I receive from my Account are subject to Federal income tax withholding unless I elect not to have withholding apply. By signing and dating below, I elect not to have withholding apply to distributions from my Account, subject to my right to revoke this election at a later date. I also understand that if I revoke this election and there is no cash or insufficient cash in my Account at the time of distribution, Sterling must sell any non-cash Investments to pay withholding and will distribute the remaining proceeds, if any. I understand that I am responsible for paying Federal income tax on the taxable portion of any distribution from my Account and that I may be subject to tax penalties if my payments of estimated tax and withholding, if applicable, are inadequate.
17. I agree to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of my Account as a result of the operation or administration of the Investment. I understand that any legal filings made on behalf of this Investment are to be made in the name of "Sterling Trust Company, Custodian for benefit of (my name)." I agree that I shall not institute legal action on behalf of this Investment without Sterling's written consent to litigate and that I shall prosecute any legal action. I agree that any such legal action will be carried out in a manner that does not cause Sterling to incur any costs or legal exposure.
18. I understand that I am the only person authorized to make changes or corrections to this Investor Direction & Certification form. If any changes or corrections to this form are required to process this Investment, I will provide Sterling with a corrected and initialed copy of this form, or I will give verbal instructions to Sterling to change or correct the form. I agree that any verbal instructions will be given by me to Sterling over a recorded line.
19. I understand that, except to the extent of the cash which is invested in the United Western Bank NOW Account (which is FDIC insured), or directed into other FDIC-insured bank products, investments held within my Account are not FDIC-insured, nor are any amounts in my Account guaranteed by Sterling, and such investments may lose value.

ARBITRATION AGREEMENT

THE PARTIES AGREE THAT ALL CLAIMS AND DISPUTES OF EVERY TYPE AND MATTER WHICH MAY ARISE BETWEEN THE DEPOSITOR AND CUSTODIAN, INCLUDING ANY DISPUTES REGARDING THE SCOPE OF THIS ARBITRATION AGREEMENT, SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM UNDER THE CODE OF PROCEDURE THEN IN EFFECT. ANY AWARD OF THE ARBITRATOR MAY BE ENTERED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION. IN ANY MATTER IN WHICH THE AMOUNT IN DISPUTE EXCEEDS \$100,000.00, THE ARBITRATION PROCEEDINGS SHALL TAKE PLACE IN WACO, TEXAS. IN THE EVENT A COURT HAVING JURISDICTION FINDS ANY PORTION OF THIS AGREEMENT UNENFORCEABLE, THAT PORTION SHALL NOT BE EFFECTIVE AND THE REMAINDER OF THE AGREEMENT SHALL REMAIN EFFECTIVE. INFORMATION MAY BE OBTAINED AND CLAIMS MAY BE FILED AT ANY OFFICE OF THE NATIONAL ARBITRATION FORUM, WWW.ARBITRATION-FORUM.COM, OR AT P.O. BOX 50191, MINNEAPOLIS, MN 55045. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1-16.

BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER IN COURT AND HAVE THEIR CASE DECIDED BY A JUDGE OR JURY.

The foregoing representations and warranties are true and accurate as of the date hereof and shall be true and accurate as of the date of delivery of the funds to the Investment and shall survive such delivery. If in any respect such representations and warranties shall not be true and accurate prior to delivery of the funds to the Investment, I shall give written notice of such fact to Sterling specifying which representations and warranties are not true and accurate and the reasons therefore.

I acknowledge that I have sole responsibility for directing the investment of my Account. I acknowledge that Sterling will not exercise any discretion, assume any fiduciary responsibility, perform a due diligence review, or undertake any investigation as to the prudence, viability, merits, or suitability of the Investment. I acknowledge my understanding that Sterling is not a "fiduciary", or a person entitled to exercise any discretionary authority with respect to the Investment, as those terms and concepts are defined in the Internal Revenue Code, ERISA, or other applicable federal, state or local laws, and I agree to hold Sterling harmless from any liability for any loss, damage, injury or expense which may occur as a result of the execution of this Investment Direction and Certification.

9. Accountholder Signature/Date (This form must be signed and dated):

Signature: _____ Date: _____



UNITED WESTERN BANCORP, INC. COMPANY

Private Equity Representation Letter
(To be completed by Investment Issuers)

Sterling Trust Company
P.O. Box 2526 Waco, TX 76702
7901 Fish Pond Rd. Waco, TX 76710
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Investment Name: _____

Investment Entity's Address: _____ Type of Investment: [] Common Stock [] Preferred Stock

_____ [] Limited Partnership [] Limited Liability Company

_____ [] Unit Investment Trust [] Other: _____

Phone Number: _____ Class of Shares/Units (if applicable): _____

Fax Number: _____ Current Share/Unit Value or Offering Price: \$ _____

Email Address: _____ Is a Subscription Document or Investment Application required to be completed by the investor? [] Yes [] No (If "Yes", please attach a copy to this Representation Letter.)

I, the General Partner/Managing Member/Officer or Trustee of the above referenced Investment Entity, hereby agree to the following representations on behalf of the Investment Entity (the following representations cannot be altered):

- 1. I represent that ownership interests and/or certificates will be correctly registered to the retirement plan as follows: Sterling Trust Company, Custodian FBO: Accountholder Name, Account # _____ Tax ID #76-0115756 P.O. Box 2526 Waco, TX 76702-2526;
2. Upon investment funding, I agree to provide Sterling Trust Company ("Sterling") with written purchase confirmation such as original stock certificates, LP/LLC certificates, or other written purchase confirmation in the event certificates are not issued;
3. On an annual basis, I agree to provide Sterling with a good-faith estimate or fair market value of the share or per unit value as of year end (or capital account balance if the investment is a trading fund);
4. Retirement plan investors will be provided with all offering documentation (Private Placement Memorandum, Prospectus, Operating Agreement, LP Agreement, subscription agreements, etc.) with regards to his/her investment in the Investment Entity;
5. If applicable, retirement plan investors have been made aware that the investment may generate Unrelated Business Taxable Income ("UBTI"). If UBTI is generated, I represent that UBTI information will be included on IRS form 1065 (Schedule K-1) and provided to the retirement plan investor each year;
6. All correspondence including K-1s (if applicable), tax forms (if applicable), voting information, or any other documentation will be sent directly by the Investment Entity to the accountholder's home address and not to Sterling;
7. Upon request, the ownership interest and/or certificate will be registered to a successor trustee/custodian or to the retirement plan investor individually;
8. I agree to notify Sterling and retirement plan investors in writing of any address change, name change, dissolution, or bankruptcy of the Investment Entity.

Authorized Signature: _____ Date (must be dated): ____ / ____ / ____

Printed Name: _____ Title: _____

State of _____

County of _____

This instrument was acknowledged before me this ____ day of _____, 20____ by

_____ on behalf of the Investment Entity.

Signature of Notary Public (SEAL)

My commission expires: ____ / ____ / ____