

## Secondary Market Investment Authorization

### IMPORTANT INFORMATION

In this document the term "Custodian" refers to: PENSCO Trust Company (PENSCO).  
All sections must be completed or your trade may be delayed.

### 1. SUBMITTER'S INFORMATION

#### Account Owner

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

PENSCO Account Number: \_\_\_\_\_

I, the above Account Owner, authorize the Custodian to  BUY  SELL the following asset from or to the "disinterested party" named below. I certify that I meet the suitability requirements of the investment and that the proposed trade does not constitute a prohibited transaction as defined in the Internal Revenue Code Section 4975. I verify that I have received and read all pertinent information regarding the transaction listed below (i.e., prospectus, offering circular, investment agreement, transfer or assignment forms, etc.) and agree to any terms and conditions outlined in the previously mentioned documents. Unless I specify otherwise, the Trustee/Custodian may release funds prior to receiving confirmation of the reregistration. I understand that it is my responsibility to provide all documents necessary to complete this transaction.

Asset Name: \_\_\_\_\_

Number of Units/Shares: \_\_\_\_\_ Dollar Amount \$: \_\_\_\_\_

This authorization must be completed in full. If the transaction is being facilitated through a market maker, be sure to include the market maker's name in the appropriate section (i.e., Seller's Name or Buyer's Name).

### 2. BUYER/SELLER INFORMATION

#### Seller's Name

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

PENSCO Account Owner?  Yes  No

PENSCO Account Number (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

#### Buyer's Name

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

PENSCO Account Owner?  Yes  No

PENSCO Account Number (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**Note:** It is the Account Owner's responsibility to ensure that there are sufficient liquid assets in the PENSCO account to pay for the purchase.

Special Commission Instructions: \_\_\_\_\_

**Note:** It is customary for the seller to pay any "reregistration fees" the investment sponsor may require, and the Trustee/Custodian will deduct such charges from the seller's account (if applicable) unless notified otherwise. If the seller is a PENSCO Account Owner, the sale proceeds will be deposited directly into the PENSCO account. A distribution may be requested from the Trustee/Custodian by calling 1-800-962-4238 to request the appropriate forms.

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

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### 3. INSTRUCTIONS TO PENSICO TRUST for purchases only

Make check payable to: \_\_\_\_\_

Send documents to: \_\_\_\_\_

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### 4. INSTRUCTIONS TO PENSICO TRUST for sales only

Send documents to: \_\_\_\_\_

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**Please make copies of this form as needed. Both the buyer and seller will need to execute this form.**

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### 5. REPORTING OF FOREIGN FINANCIAL ACCOUNTS

Federal Regulations (Bank Secrecy Act) require that U.S. persons with a financial interest in, signatory authority over, or other authority over a foreign financial account (other than an account with a U.S. branch), including a foreign bank or brokerage account, with a value over \$10,000.00 at any time during a year, must report it to the Department of Treasury (not the IRS) by June 30 of the following year by filing Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts (FBAR), with the Detroit Data Center. The report is filed on a calendar year basis, regardless of the filer's fiscal year.

Comments by IRS representatives in June of 2009 have raised new questions as to whether the aforementioned requirements would apply to an IRA or retirement plan that owned assets such as offshore funds or hedge funds that are domiciled outside of the U.S. (or to the IRA owner as an individual.)

Due to the lack of guidance from the IRS on this requirement, including whether or not a Custodian for a self-directed IRA must file an FBAR under these rules, as a precautionary measure PENSICO will file annually as a filer with a financial interest in more than 25 accounts. As prescribed for in the instructions or filing Form TD F 90-22.1, PENSICO will not provide specific information about individual IRAs or retirement plans unless such information is specifically requested by the IRS pursuant to the regulations.

Because of the uncertainty and the lack of specific guidance as to whether or not these requirements might apply to you as a taxpayer if your self-directed IRA or retirement plan account holds an offshore fund or hedge fund domiciled outside of the U.S., **we are strongly encouraging that you seek tax and legal advice to determine if you may need to file Form TD F 90-22.1.**

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### 6. ACKNOWLEDGEMENT AND SIGNATURES

1. I understand that I am responsible, and PENSICO and its related entities are not responsible, for selecting and reviewing the above investment and for determining the suitability, nature, value, risk, safety and merits of the investment that I authorize PENSICO to make for my Account.
2. I verify that I have received and read all pertinent information relating to the investment(s) named herein (i.e., private placement memorandum, purchase agreement, subscription documents, etc.).
3. I acknowledge that no funds will be paid to my PENSICO account if an exchange from one asset (existing asset) held in my PENSICO account is made to another issued by the same asset sponsor (new asset). I request that PENSICO update its records to reflect the exchange transaction and the new asset into my account. I agree to indemnify and hold PENSICO and its related entities harmless and its affiliates, successors and assigns from any and all claims, damages and losses that may result from such transaction.
4. I understand that distributions or dividends other than cash (i.e., distributions in-kind) paid by this investment are subject to administrative review by PENSICO. In the event that an asset paid as part of a distribution/dividend paid-in-kind, is determined that it is not considered administrative feasible, I may be required to remove the asset from my PENSICO account by transfer or distribution.
5. I understand that PENSICO and its related entities are not related to or affiliated with the management or selling agent(s) of the investment(s) that I have directed PENSICO to purchase for my account. I acknowledge that PENSICO has not reviewed, recommended or commented on the investment merits, risks, suitability or management of the asset(s) I have selected and I authorize PENSICO to process this transaction. I therefore agree to release, indemnify, defend, and hold PENSICO and its related entities harmless from any claims arising out of making such investment. I also understand and agree that PENSICO and its related entities will not be responsible to take any action should the investment noted herein become subject to default, including fraud, insolvency, bankruptcy, or other court order or legal process.


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6. I understand that PENSCO will request confirmation of purchase as part of its role as custodian of my account, I also understand and agree that if the asset sponsor of the investment does not provide documentation to confirm this investment, PENSCO may resign as custodian of my account.
7. I agree that any dispute regarding this investment shall be submitted to binding arbitration pursuant to the Commercial Rules of the American Arbitration Association and the terms of the Custodial Agreement. I understand that the prevailing party shall be entitled to recover all legal fees, reasonable costs and expenses and that these shall be in addition to any award of damage or any other relief to which the prevailing party is entitled.
8. I represent that the above investment is not a prohibited transaction, as defined in the Internal Revenue Code and Department of Labor regulations.
9. I acknowledge that this investment is not insured by the FDIC, is not an obligation of or guaranteed by PENSCO and is subject to risk, including the possible loss of principal.
10. I understand that offshore entities are not organized under the laws of the United States and, most likely, are not subject to U.S. regulations and/or legal system. I am aware that I am responsible for all legal matters concerning my account, and that PENSCO may resign as a directed custodian in the event of future legal proceedings.


The asset sponsor of any offshore fund that I may direct PENSCO to purchase in my account may require that PENSCO provide additional documentation or other information pursuant to the anti-money laundering or other laws applicable to the asset sponsor in the country in which it operates or is domiciled. The particular requirement of each country and each asset sponsor may differ. It is my responsibility to determine these requirements prior to directing that an offshore investment be purchased in my account, and by signing this form, I acknowledge that I have done so.

Additionally, the asset sponsor may impose similar requirements for PENSCO related to the processing of this purchase. PENSCO's policy is that it will provide a certification of compliance with United States anti-money laundering/anti-terrorism regulations applicable to PENSCO. If the asset sponsor requires additional information beyond the certification, PENSCO reserves the right to decline to provide such information and to instead characterize the offshore fund investment as no longer administratively feasible. I understand and acknowledge that PENSCO and its related entities will not be responsible for any consequences resulting from such a determination.

11. I have read and understand the disclosure printed on this form about foreign financial account reporting. I acknowledge that it is my responsibility to consult with my tax advisor and to determine if any actions are required on my part as an individual taxpayer with respect to any of the IRS requirements for reporting foreign financial accounts.
12. I agree that this Private Equity Investment Authorization is further subject to all the terms and conditions of the Custodial Agreement.

 \_\_\_\_\_  
 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Name of Asset: \_\_\_\_\_ Purchase Amount \$: \_\_\_\_\_

 \_\_\_\_\_  
 Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Name of Asset: \_\_\_\_\_ Purchase Amount \$: \_\_\_\_\_

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<b>Upload forms to:</b> <a href="http://www.pensco.com/upload">www.pensco.com/upload</a>	<b>Send mail to:</b> PENSCO P.O. Box 173859 Denver, CO 80217-3859	<b>For express deliveries:</b> PENSCO 1560 Broadway, Suite 400 Denver, CO 80202-3331	<b>Questions?</b> Call 1-800-962-4238
<b>Fax to:</b> 303-614-7051			