

Private Equity Investment Authorization

DOCUMENTS REQUIRED FROM ACCOUNT OWNER

Private Equity Investment Authorization Form

Applicable purchase documents, completed and signed by Account Owner

Ex. Subscription/Purchase Agreement, Right of First Refusal

VESTING INFORMATION

The investment is made by the IRA — not you, so all documents should reflect the title or owner as "PENSCO Trust Company, LLC, Custodian FBO (Client's Name) IRA."

* Indicates required information

1 SUBMITTER'S INFORMATION

FIRM SUBMITTING REQUEST*

SUBMITTER NAME (FIRST, MI, LAST)*

SUBMITTER PRIMARY PHONE NO.*

2 ACCOUNTS

	ACCOUNT OWNER NAMES (first, mi, last)*	ACCOUNT NO.*	AMOUNT*	MEMO/REFERENCE*
1				
2				
3				
4				
Total Amount (add lines 1-4, or total of attached spreadsheet): \$				

3 INVESTMENT INSTRUCTIONS

NAME OF INVESTMENT*

NO. OF UNITS/SHARES*

PRICE PER UNIT/SHARE*

CURRENT INVESTMENT AMOUNT*

TOTAL COMMITMENT AMOUNT**

PERCENTAGE OF OWNERSHIP AFTER PURCHASE IS COMPLETE**
[INCL. DISQUALIFIED PARTIES]

%

Funding Deadline (Cannot be guaranteed):* ____/____/____

1 If different from investment amount.
2 May be obtained from asset sponsor.

3 INVESTMENT INSTRUCTIONS (CONTINUED)

I authorize PENSICO to make (please select one):

New Purchase

Additional Purchase

Capital Call *(One-time request. Include notice from the investment sponsor/fund administrator.)*

Exchange:

NAME OF INVESTMENT FROM WHICH EXCHANGING:	TOTAL AMOUNT OF INVESTMENT TO BE EXCHANGED: 100% Other: _____
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Are you, or any family members employed by, receiving compensation for, or otherwise affiliated with the company?

- DO NOT CHECK IF CAPITAL CALL -

Yes

No

4 PRE-AUTHORIZATION OF PAYMENTS FOR CAPITAL COMMITMENTS (FOR DRAW DOWN FUNDS ONLY)

I authorize PENSICO to fund capital calls based on my total commitment as outlined in the applicable purchase documents for the investment referenced above. To meet capital call deadlines, I authorize PENSICO to request a cash transfer from another custodian in the most expedited manner possible to satisfy any shortage (including outstanding fees) of the amount due.

Note: The account owner/financial advisor is responsible for monitoring the cumulative commitment amount and providing the capital call notice directly to PENSICO.

5 COMPANY INFORMATION

- PENSICO requires additional investment documents to complete an investment review, and will request those documents directly from the company contact listed below.

COMPANY CONTACT NAME*	PHONE NO.*
EMAIL ADDRESS*	

6 FUNDING INSTRUCTIONS

- Please select a funding option.

Check:

PAYEE NAME*			
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTRY*	POSTAL CODE*

Wire:

- Please provide wire instructions below. Submitting incomplete information or attaching instructions separately will delay funding, as additional verification will be needed.

BANK NAME*	ABA NO.*
BANK ACCOUNT NAME*	BANK ACCOUNT NO.
REFERENCE*	

7 DOCUMENT FORWARDING INSTRUCTIONS

- Please provide document forwarding instructions if different from check funding instructions.

RECIPIENT NAME*			
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTRY*	POSTAL CODE*

NOTE: Documents will be emailed unless otherwise specified.

Regular Mail

Overnight Delivery (charge my PENSCO account)

Overnight Delivery (use pre-addressed air bill, included)

Overnight Delivery (send via 3rd party billing): Account No. _____

FedEx

UPS

Email to: _____

8 ACKNOWLEDGMENT & SIGNATURE

- I understand that I am responsible, and PENSCO 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 PENSCO to make for my Account.
- 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.).
- I acknowledge that no funds will be paid to my PENSCO account if an exchange from one asset (existing asset) held in my PENSCO account is made to another issued by the same asset sponsor (new asset). I request that PENSCO update its records to reflect the conversion/exchange transaction and the new asset into my account. I agree to indemnify and hold PENSCO and its related entities, affiliates and successors harmless from any and all claims, damages and losses that may result from such transaction.
- I understand that distributions or dividends other than cash (i.e. distributions in-kind) paid by this investment are subject to administrative review by PENSCO. In the event that an asset paid as part of a distribution/dividend paid-in-kind is determined not to be considered administratively feasible, I may be required to remove the asset from my PENSCO account by transfer or distribution.
- I understand that PENSCO 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 PENSCO to purchase for my account. I acknowledge that PENSCO has not reviewed, recommended or commented on the investment merits, risks, suitability or management of the asset(s) I have selected and I authorize PENSCO to process this transaction. I therefore agree to release, indemnify, defend, and hold PENSCO and its related entities harmless from any claims arising out of making such investment. I also understand and agree that PENSCO 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.
- 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 the asset(s).
- 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.
- Prohibited Transactions.** I represent that the above investment is not a prohibited transaction, as defined in the Internal Revenue Code and Department of Labor regulations.
- 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.
- 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 its legal system. I am aware that I am responsible for all legal matters concerning my account, and that PENSCO may resign as 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 determination.
- I understand that PENSCO must receive annual valuations from the investment sponsor or the investment may be distributed to me at the last reported value (please refer to the Custodial Agreement for more information).
- In the case of selecting pre-authorized capital commitments, I additionally acknowledge the following: I pre-authorize PENSCO to satisfy any capital commitments pursuant to the investment sponsor's or fund's request. I acknowledge that I am responsible for monitoring the cumulative commitment amount and authorize PENSCO to meet capital commitments as requests are received. If I want to cancel this standing authorization, I must contact PENSCO via phone as soon as possible. I hereby indemnify PENSCO and its affiliates of any legal or financial ramifications that should arise as a result of my instructions to not fund the capital commitment by its deadline. I understand that it is my responsibility to ensure sufficient funds are available in my Account to satisfy any upcoming capital call, and hereby indemnify PENSCO and its affiliates of any legal or financial liability that may arise due to a missed capital call because of insufficient funds in my Account.
- I agree that this Private Equity Investment Authorization is further subject to all the terms and conditions of the Custodial Agreement.
- If I, a family member or another disqualified party (see "Prohibited Transactions" disclosure) am/is an officer of, or has an ownership interest in the entity in which I am investing, PENSCO reserves the right to require that I obtain the opinion of counsel from an ERISA or tax attorney regarding the matter of Prohibited Transactions. I understand it is advised to consult my tax advisor prior to submitting my investment instructions.

ACCOUNT OWNER/DESIGNATED REPRESENTATIVE SIGNATURE*		DATE*
PRINT NAME*	PENSCO ACCOUNT NO.*	
NAME OF INVESTMENT*	INVESTMENT AMOUNT (OR COMMITMENT AMOUNT, IF APPLICABLE) \$	

PENSCO Trust Company performs the duties of an independent custodian of assets for self-directed individual and business retirement accounts and does not provide investment advice, sell investments or offer any tax or legal advice. Clients or potential clients are advised to perform their own due diligence in choosing any investment opportunity as well as selecting any professional to assist them with an investment opportunity. Alternative investments are not FDIC insured and are subject to risk, including loss of principal.

Upload forms to:
www.pensco.com/upload

Send mail to:
PENSCO
P.O. Box 173859
Denver, CO 80217-3859

For express deliveries:
PENSCO
1560 Broadway, Suite 400
Denver, CO 80202-3308

Questions?
Call 800-962-4238

Fax to: 303-614-7051

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