

PRIVATE PLACEMENT LETTER FOR ENTITY

Account Holder Name _____ Next Generation Account # _____
(Retirement Plan Account Beneficial Owner Name)

Name of Entity _____

Entity Address _____

City, State, Zip _____

Name of Entity Manager _____ EIN of Entity _____

Next Generation TS, LLC ('NGTS', the Administrator) has received instructions from the above referenced retirement plan account owner concerning an investment in the above named entity through his or her NGTS retirement account. The account to be invested is referred to in this document as the "account", regardless of whether it is a retirement account under Internal Revenue Code (the "IRC") §401, §408 or §408A, a Coverdell Education Savings Account ('CESA') under IRC §530, a Health Savings Account ('HSA') under IRC §223, or a qualified retirement plan. For the purpose of this document, the term 'IRA' in the investor name may also include, but is not limited to: Traditional, ROTH, SEP IRAs, SIMPLE and Qualified plans, HSAs and CESAs. The following instructions must be followed to ensure compliance with both IRS requirements and Next Generation TS, LLC policy.

- 1) The investor name must read: Next Generation TS FBO (Account Owner Name) IRA (NGTS Account Number).
- 2) All payments, income, disbursements or payoffs for this investment must be made payable to the Investor Name listed above. Under the Internal Revenue Code, it is never acceptable to issue funds directly or make funds payable to the account owner (or the account owner's nominee or designee), or any other account owned by the NGTS account owner, as the NGTS account is the legal investor and is not affiliated with any other accounts owned by the NGTS account owner.
- 3) Do not use the account owner's personal social security number with respect to this investment for any purpose. If the account is an investor to which a K-1 or similar tax document will be issued, please use the following Next Generation Trust Account E.I.N.: 20-1604619. It is not permitted under NGTS Policy to use the E.I.N. shown above for any other purpose than the issuance of a K-1 or similar tax document to the account as investor in the entity. If a Form 990-T is required to pay unrelated business income tax ("UBIT") or unrelated debt-financed income tax ("UDFI"), do not use the Next Generation Trust Account E.I.N. tax identification number. The account owner must obtain a new tax identification number from the Internal Revenue Service for the NGTS retirement account to report and pay the taxes on Form 990-T.
- 4) The NGTS account owner may not personally guarantee on behalf of the account any indebtedness of the entity to a third party nor may the account owner personally guarantee any indebtedness of the account to the entity.
- 5) Original stock certificates, membership certificates, counter signed contracts or other proof of ownership showing the proper vesting must be sent to and held by NGTS, on behalf of the Custodian and the account.
- 6) In the event that future capital contributions to the investment entity are required or desired (and provided the Account Owner determines that the capital call is not a prohibited transaction under Internal Revenue Code §4975), all funds must come from the NGTS account. The account owner may not advance funds on behalf of the NGTS account.
- 7) As the Administrator of the account, Next Generation TS must be notified promptly of any change in address, telephone number, or company status (such as bankruptcy filings, regulatory agency investigations or litigation).
- 8) It is understood that Next Generation Trust Services is required to report the fair market value of the NGTS account to the Internal Revenue Service and/or to the Plan each year. The NGTS account owner has agreed to obtain a fair market value for the NGTS account's investment in the entity as of December 31st each year and report this information to Next Generation Trust Services on a form approved by Next Generation Trust Services no later than January 15th of the following calendar year. It is understood and agreed that Next Generation Trust Services is entitled to rely on the valuation provided by the NGTS account holder or by the investment entity for reporting purposes and shall bear no responsibility as to the accuracy of the information provided. It is understood and agreed that until a different valuation is reported to Next Generation Trust Services, the value of the investment in the entity will be reported based on the Account's total investment in the entity. It is strongly advised that any reported values or statements should be delivered to Next Generation Trust Services as an original, copy or duplicate statement to avoid any discrepancy in reported values by the asset and the value of the asset reported in the NGTS account. It is understood and agreed that if the client and/or the investment entity fails to provide a fair market value to Next Generation Trust Services as required, Next Generation Trust Services may withdraw as administrator of the account and distribute the assets to the NGTS account holder personally or to a successor custodian.
- 9) Next Generation TS, LLC ('Administrator') is a self-directed retirement custodial account administrator to the custodian. The NGTS IRA beneficial owner whose name appears on the Retirement Plan Application Form(s) (hereinafter called "account owner") has established a Retirement Custodial Account (an "account") within Kingdom Trust Company or its successor (hereinafter referred to as "Custodian"). This NGTS account is established for the exclusive benefit of the individual (account owner, or his/her beneficiaries) within the meaning of §408A of the Internal Revenue Code and the related Treasury regulations. The Custodian has delegated certain account record keeping and administrative functions ("Administrative Services") to NGTS, as the administrator. Neither NGTS nor any of its officers, directors, shareholders or employees is associated in any way with any company that may instruct the administrator to invest on behalf of the NGTS account. Neither the administrator nor any of its officers, directors, shareholders or employees provide any investment, legal or tax advice pertaining to any investments, holdings, or filings of the NGTS account or account owner. The account owner understands and agrees that the administrator makes no attempt to evaluate any entity, company, agreements, contracts or other investment entities or investment structures the account owner instructs the administrator to invest in, on behalf of the NGTS account. For example, NGTS makes no attempt to check the financial strength of the company, nor does NGTS check with the Secretary of State to see if the company is in good standing, nor check with the Securities and Exchange Commission, the Better Business Bureau or any other governmental or non-governmental agency to see if any complaints have been filed against the entities. The account owner is solely responsible for evaluating any entity, contract, agreement and/or any investment on behalf of the NGTS account. Any agreements signed by NGTS, not individually but solely as agent for the Custodian under the Individual Retirement Account (IRA) Plan Agreement also known as Form 5305, is signed only by instruction by the account owner. Said Form 5305 Agreement is hereby made a part hereof any agreements, contracts or any legally binding agreements and any claims against NGTS which may result here from, shall be payable only out of any IRA property which may be held hereunder the NGTS account. Any and all personal liability of NGTS is hereby expressly waived by the parties hereto and their respective successors, beneficiaries, assignees, transferees, designees, nominees, recipients, and legal counsel. All representations and undertakings are of NGTS as agent for the Custodian and not individually; no liability is assumed by and/or shall be asserted against NGTS as a result of the signing of any instrument(s) on behalf of the account and/or account holder. The grantor, or account owner as account controller, has made all representations and warranties contained within any and all documentation, contracts, agreements and subscriptions and NGTS, as agent for the Custodian and authorized signatory to the account, is signing (the) document(s) along with and/or for the grantor merely to assist the grantor, the NGTS account owner, in this purchase as prescribed by the Internal Revenue procedures requiring the purchase to be made by an IRA Custodian on behalf of the NGTS retirement account. NGTS is not a fiduciary to the account and hereby disclaims all fiduciary responsibility for the investment choice and its inherent risks. The retirement account beneficial owner has indemnified and hereby agrees to hold NGTS harmless in following any and all instructions and provisions.

By signing this agreement you are acknowledging that you understand and agree with all the above paragraphs, representations and warranties. Please sign below and return to our office.

Signature of Entity _____ Date _____

Title of Signatory _____