

**INVESTMENT REQUEST FOR TRANSFER, ROLLOVER, OR PURCHASE OF A PRIVATE PLACEMENT OR OTHER BY SUBSCRIPTION ONLY INVESTMENT**

Account Title: \_\_\_\_\_ Account Number: \_\_\_\_\_

Investment Name/Description: \_\_\_\_\_

Investment Amount: \_\_\_\_\_ Number of Units/Shares: \_\_\_\_\_

I agree to indemnify and hold harmless Wedbush Morgan Securities, Inc. ("Custodian"), its officers, employees, and agents for any and all costs, obligations, losses, claims, damages, and expenses (including attorney's fees) related to or associated with its processing the above referenced investment on behalf of my individual retirement account/qualified plan.

I understand that Custodian has performed no due diligence of any kind relative to the above investment and has made no determination as to its general suitability as a retirement plan investment or to its specific suitability for investment in my account. I certify to Custodian that I meet any suitability requirements that may apply to this investment and that I have read and understand all offering information pertaining to this investment.

If the above investment is a Limited Partnership, I further agree that any additional capital contributions assessed by the Partnership shall be borne solely by my account and I indemnify the Custodian for any such assessments made by the Partnership on Custodian. I further understand that any promissory note obligation incurred pursuant to this investment shall be borne solely by my account and that Custodian shall be under no obligation to extend credit to my account or secure this investment for my account should its assets at any time be insufficient to satisfy a promissory note obligation.

I understand that certain transactions are prohibited for tax-exempt retirement arrangements under Internal Revenue Code ("IRC") Section 4975. I further understand that the determination of whether the transaction directed herein is a prohibited transaction depends on the facts and circumstances surrounding this purchase. I warrant and represent that I have consulted with such advisors as I deem necessary and appropriate, and have determined among other items, that this investment does not constitute a prohibited transaction as defined in IRC Section 4975, and that the offering entity or any affiliate thereof, is neither a "disqualified person" (as defined in Section 4975 (e)(2) of the IRC) nor a "party in interest" (as defined in Section 3(14) of ERISA).

I have verified with the issuer that escrow requirements have been met and understand that in the event Custodian fails to receive proof of ownership from the issuer within 30 days from the date Custodian delivers the funds for purchase, the position may be removed from my account and may be reported to the Internal Revenue Service as a distribution on Form 1099-R. In the event that a reportable distribution occurs, I authorize Custodian not to withhold federal and/or state taxes from my distribution. I further understand that private investments or other subscription investments held in this account may be excluded from protection under Securities Investor Protection Corporation ("SIPC"), or any excess SIPC policy.

I understand that the Investment being purchased must be issued in the form of a certificate or other acceptable document (the "Document") that is registered by the issuer of the Investment in the name of the custodian for the benefit of my retirement account. The Document must have a legend with any necessary restrictions on the Investment e.g. transfer or sales restrictions, etc. I understand that custodian does not generally hold in custody for correspondent's customers limited partnership interest or other privately-placed securities and that custodian cannot assume responsibility for the safekeeping of certificates or other documents purportedly representing these investments because there is no conventional means of replacing them if they should for any reason be lost, stolen, or destroyed. Notwithstanding the foregoing, I would appreciate your making an exception to your general policy and agreeing to hold the Document custody for my retirement account.

I understand that due to the lack of a secondary trading market for this investment, Custodian may not be able to obtain a value for this asset. Custodian may obtain pricing from a product sponsor. If a product sponsor is the basis for Custodian's pricing, I understand that this is not an independent valuation and that the Custodian has not conducted any analysis to verify the product sponsor's valuation. Custodian may also carry forward the last known price, or report the value as "not applicable" or "unpriced".

I agree to pay additional fees to Custodian for the administration of maintaining this investment. These fees include: a \$15 registration/purchase fee, annual \$25 holding/pricing fee, and pass through of any additional administrative costs that Custodian incurs for the maintenance of this investment. The aforementioned fees as well as the standard retirement custodial fees are subject to change given reasonable notice.

Custodian shall not be liable for any loss or breach of trust of any kind which may result from any action it takes in good faith in accordance with my instructions.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

FOR CORRESPONDENT BROKER USE		
ACCEPTANCE AND SIGNATURE GUARANTEE BY	PRINT NAME	
	SIGNATURE	DATE