



In Re: IRA-owned Limited Liability Company Investments

To The Kingdom Trust Company:

Along with this letter, I have sent an Investment Direction form to The Kingdom Trust Company (Kingdom) asking that Kingdom fund a Single-member Limited Liability Company (LLC) with funds from my Individual Retirement Account (IRA) and naming my IRA as the sole member of the LLC. In consideration of Kingdom's processing and holding this investment, I understand and agree to the following terms.

1. I understand that my IRA with Kingdom is a self-directed IRA and that all investment decisions concerning the funds and other assets within the IRA are mine and mine alone including all investments made within the LLC owned by my IRA. Kingdom is a directed custodian and does not provide and has not provided me with any investment, tax or legal advice concerning this or any other investment.
2. I understand that Kingdom is not responsible for reviewing this investment or any other investment I choose for my IRA other than to determine whether the investment is one that can be held in an IRA under 26 USC 408. I further understand and agree that Kingdom will have no knowledge of the investments that take place in the LLC owned by my IRA and, therefore, cannot determine whether those investments are allowed under 26 USC 408 and is hereby absolved from doing so.
3. I understand that the Internal Revenue Service (IRS) and the Department of Labor (DOL) have established the rules and regulations that govern investments in IRAs and interpret those rules and regulations. I further understand that those rules and regulations and the interpretations of them may change from time to time at their discretion and that what is permissible under those rules at the time of this investment may not be permissible at a later date. I understand that these things are beyond the control of Kingdom and agree to hold Kingdom harmless should this investment later be determined to be impermissible.
4. I am familiar with prohibited transactions as set forth in 26 USC 4975 and understand that it is my responsibility and my responsibility alone to insure that no prohibited transactions take place in my IRA as well as in the LLC owned by my IRA. Further, I understand and agree that all investments in my IRA and the LLC owned by my IRA will conform to all applicable IRS and DOL rules and regulations and I am solely responsible and assume all responsibility for seeing that

they do.

5. I understand and agree that the LLC owned by my IRA must be run according to the laws of the jurisdiction in which it is organized and I am responsible for seeing the Manager does so, keeping accurate business and financial books and records and making any and all filings required by any governmental or quasi-governmental entity including all taxing authorities.
6. I understand and agree that I will provide Kingdom with an accurate year-end valuation of the LLC owned by my IRA on or before January 10<sup>th</sup> of the following year (e.g.: January 10, 2015 for the year ending December 31, 2014). I further agree to provide an accurate valuation of the LLC owned by my IRA at the time of any taxable event including, but not limited to, a distribution or Roth Conversion.
7. I understand and agree that should my IRA or the LLC owned by my IRA incur any Unrelated Business Income Tax or Unrelated Debt Financed Income, I am responsible for filing the necessary forms with the IRS or other taxing authority on behalf of my IRA including but not limited to Form 990-T. I also understand and agree that any tax due as the result of UBIT or UDFI must be paid from funds within my IRA.
8. I understand and agree that all contributions to my IRA must be made to Kingdom and not to the LLC owned by my IRA and that any distribution of income from the LLC owned by my IRA must be made to my IRA and not to me or any other person.
9. I agree that I will annually, along with the valuation described in paragraph 6 above, provide Kingdom with an attestation stating that I have reviewed the assets held within my IRA including those held in the LLC owned by my IRA along with all the transactions that have taken place in the preceding year and that all assets and transactions conform to all applicable IRS and DOL rules and regulations. Further, I understand that Kingdom is relying upon the information I am providing and the assertions I am making and agree that Kingdom may so rely both now and in the future.
10. I agree to indemnify, defend and hold Kingdom, its respective subsidiaries and administrators, officers, directors, managers, members, representatives, agents, employees, affiliates, successors and assigns harmless from and against any and all claims, demands, liabilities, damages, costs, expenses, attorneys' fees, payments and assessments arising from or directly or indirectly related to my IRA, any asset held within my IRA including the LLC owned by my IRA and the assets held by that LLC or from the inadequacy or inaccuracy of any information or documentation provided by me or caused to be provided by me.

Sincerely,

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[Account Owner's Printed Name]

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[Account Owner's Signature]

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[The Kingdom Trust Company Authorized Signer]