



# Alternative Investment Purchase and Custody

TD Ameritrade, Inc.  
Attn: Alternative Investments  
200 S 108th Ave  
Omaha, NE 68154

**Standard Mail:** PO Box 2207 \* Omaha, NE 68103-2207  
**Fax:** 800-825-9510  
**Email:** nsaclientsupport@tdameritrade.com  
**Phone:** 800-632-9095

**Instructions:** Please submit this form for each Alternative Investment that you would like TD Ameritrade to consider for custody. You may submit this through email, fax or mail with the contact information provided to the left. Please ensure all sections of this form are completely accurate and the form is signed.

## 1. TRANSACTION TYPE

- One-time purchase transaction (complete sections 2 and 5; section 3 if applicable)
- Subsequent purchase of an existing investment (complete sections 2 and 5; section 3 if applicable)
- Capital call (complete sections 2, 4, 5, and 6; section 3 if applicable)

## 2. PURCHASE AUTHORIZATION (IF A CAPITAL CALL, PLEASE ALSO SEE SECTIONS 6 & 9)

Account Number:	Account Registration:	
Asset Name:	Share Class:	Total Purchase Amount: \$

## 3. ISSUER OR TRANSFER AGENT INFORMATION

Name/Firm Name:		
Contact Name/General Partner:		
Firm Street Address:		
City:	State:	ZIP Code:
Phone Number:	Email Address:	

## 4. ROLE OF TD AMERITRADE

For this purchase TD Ameritrade is authorized to forward the payment to the seller/issuer or its designee, and in return receive the shares/units/interests. I will take such action and furnish such additional documentation as may be necessary to hold the security in my Account. TD Ameritrade will send me a confirmation of the payment and receipt either electronically or by mail.

For purchases by IRAs TD Ameritrade will hold the Alternative Investment as the IRA custodian.

I understand and agree that the value of the Alternative Investment on my account statement will be in accordance with my Alternative Investment Agreement.

## 5. PAYMENT INSTRUCTIONS (CHECK OR WIRE)

Check Instructions (Indicate Payee and Mailing address if different then above.)

Wire Instructions:

## 6. CAP CALL AUTHORIZATION AND STANDING LETTER OF AUTHORIZATION

Investment Name:	
Total Commitment Amount:	Current Capital Call Due:

**Note: A copy of the Capital Call notice MUST be submitted with each other.**

Standing Letter of Authorization for Alternative Investment Capital Calls (If yes, see section 9)  Yes  No



## 7. NOTICE OF NON-MARKETABLE POSITIONS

TD Ameritrade reserves the right to remove from a Client's account any security deemed to have been cancelled or otherwise invalidated ("Non-Marketable"). In determining that a security is Non-Marketable, a Client agrees that TD Ameritrade has derived information on such assets from the Client or from third parties and TD Ameritrade is not responsible for the accuracy or reliability of any information regarding these assets.

Non-Marketable securities may include, but are not limited to the following:

- a.) bankrupt securities;
- b.) securities that are not able to be priced in the past eighteen (18) months; or
- c.) securities that have had the registration revoked.

TD Ameritrade will notify the Client if it has removed a Non-Marketable security from the Client's account. Unless the Client provides TD Ameritrade with verifiable evidence of the validity of the security within sixty (60) days of the notice of removal, the Client agrees to indemnify and hold TD Ameritrade harmless from any and all liabilities, penalties, losses, damages, claims, costs, and expenses resulting from the removal of such securities and agrees to waive any claim to any future distribution from the securities. If the Client provides TD Ameritrade with verifiable evidence of the validity of the security from an independent third party within sixty (60) days of receiving the notice of removal, TD Ameritrade will reinstate the position.



## Alternative Investments Agreement

The acquisition and/or holding of an Alternative Investment in TD Ameritrade accounts, including Individual Retirement Accounts ("IRAs"), which is not publicly traded, imposes additional burdens upon TD Ameritrade. Nevertheless, TD Ameritrade will allow certain clients to acquire and hold in their TD Ameritrade account an Alternative Investment where the client has provided to TD Ameritrade certain representations and acknowledgments and agrees to assume certain responsibilities. Alternative Investments do not include securities or equity securities of a Direct Participation Program (DPP) or Real Estate Investment Trust (REIT), on deposit in a registered securities depository and settled in the regular way, listed on a national securities exchange or the NASDAQ, or any equity securities of a DPP registered as a Commodity Pool with the Commodities Futures Trading Commission.

As a condition to allowing Alternative Investments to be held in your TD Ameritrade account, you must sign the attached agreement regarding Alternative Investments. The information that follows is a description of some, but not all, of the representations, acknowledgments, and agreements required of the client.

THE AGREEMENT REGARDING ALTERNATIVE INVESTMENTS IS A LEGAL DOCUMENT THAT WILL IMPOSE CERTAIN DUTIES AND RESPONSIBILITIES ON YOU AND WHICH MAY AFFECT YOUR LEGAL RIGHTS. BEFORE SIGNING THIS AGREEMENT YOU ARE URGED TO CONSULT WITH YOUR LEGAL ADVISOR.

WHEREAS, the individual (the "Client") named at the end of this Agreement has or desires to maintain an individual brokerage or individual retirement account as identified below; and

WHEREAS, the Client has or wants to acquire and/or hold in the account an Alternative Investment which is not publicly traded, specified at the end of this Agreement (the "Investment"); and

WHEREAS, TD Ameritrade will allow the Alternative Investment to be held in the account, including IRA accounts as applicable, but only on the terms and subject to the conditions set forth below;

### 1. VALUATION OF THE INVESTMENT

- a. The Client represents and warrants that the value of the investment as specified below and in any notice pursuant to paragraph (b) below represents the current fair market value of the Investment on the date hereof.
- b. TD Ameritrade shall have no obligation to investigate or determine whether there has been any change in that fair market value. If the fair market value is requested by TD Ameritrade in writing and no value is provided by the issuer or other third-party evaluator, the value will be priced at zero.

### 2. OBLIGATIONS OF TD AMERITRADE

- a. TD Ameritrade's obligations with respect to the Investment are solely to hold the Investment in custody. TD Ameritrade's obligation to hold the Investment in custody does not include any obligation to notify the Client (or any other party) of the receipt or failure to receive any amount, to forward to the Client any notices with respect to the Investment, to monitor or report to the Client as to the performance or nonperformance of any person with respect to the Investment (or the performance or nonperformance by any person of any obligation or term contained in, or imposed by, the Investment) or to take enforcement or other action with respect thereto, regardless of whether TD Ameritrade has any actual or constructive knowledge which might make such action or inaction advisable.
- b. The obligations of TD Ameritrade with respect to the Investment are those herein specifically provided and no other.
- c. If the Investment, or the terms of the acquisition or disposition thereof, requires or makes advisable the taking (or the refraining from taking) of any action, then the Client and not TD Ameritrade shall have the sole obligation to take (or refrain from taking), or instruct TD Ameritrade to take (if such action can only be taken by TD Ameritrade), such action, including, by way of illustration and not by way of limitation, retaining sufficient other assets in the account to meet any capital calls or to pay any expenses for, or relating to, the administration or maintenance of the Investment, retaining in the account property required to be sold pursuant to the terms of any option, and filing such documents as may be necessary or advisable to preserve, protect, or defend the title to the Investment.

### 3. MY INDEPENDENT INVESTMENT DECISION

In connection with Alternative Investments, I acknowledge, agree, and represent to TD Ameritrade, its officers, employees, agents, and affiliates that TD Ameritrade has not provided and shall not provide me with any investment advice, tax advice, or legal advice concerning any Alternative Investment, or concerning the suitability, profit potential, tax treatment, or risks of any Alternative Investment for me or for my account. I have made or will make an independent investigation and assessment of any such Alternative Investment, including its suitability for me (or my IRA, as applicable), profit potential, tax treatment, and risk. TD Ameritrade has not solicited and shall not solicit me to acquire any such Alternative Investment and has not made and shall not make any recommendations to me regarding the Alternative Investment. I understand that I will be responsible for determining whether I meet the suitability or other requirements for any particular Alternative Investment, such as status as an "accredited investor" under the rules promulgated under the Securities Act of 1933, as amended. I also understand and agree to abide by the terms and conditions mandated by the Alternative Investment.

### 4. INDEMNIFICATION

The Client agrees to indemnify and hold harmless TD Ameritrade from and against any and all liabilities, penalties, losses, damages, claims, costs, expenses, and disbursements (including legal fees and expenses) which may be imposed upon, incurred by, or asserted against TD Ameritrade, including, but not limited to, the following:

- a. relating to or arising out of a failure by the client to timely and properly file any tax returns, or a failure to timely pay any tax required as a result of, or attributable to, the investment of the Alternative Investment asset;
- b. as a result of the use for any purpose by TD Ameritrade of the valuation of the Alternative Investment in accordance with this Agreement;
- c. arising out of, or in connection with, the acquisition, holding, or disposition of the Alternative Investment or TD Ameritrade's agreement to act as custodian of the Alternative Investment pursuant to this Agreement; or
- d. as a result of the Client's failure for any reason to timely provide TD Ameritrade with the information as to any changes in the fair market value of the Alternative Investment, including without limiting the generality of the foregoing, by reason of any failure to file any report required by or under Section 408(i) of the Code of Treas. Reg. 1.408.5.
- e. Fees and Expenses: Promptly upon demand, the Client shall pay or reimburse TD Ameritrade for all out-of-pocket fees and expenses (including legal fees and expenses) incurred by, or imposed upon, TD Ameritrade as a result of holding the Alternative Investment.

Notices: All notices to the Client shall be deemed given if mailed by first class mail, postage prepaid, addressed to the Client at the address appearing in the records of TD Ameritrade, and any notice or other communication to TD Ameritrade shall be deemed given when received by TD Ameritrade at the following address:

**TD Ameritrade, Inc.**  
**Alternative Investments Department**  
**PO Box 2207**  
**Omaha, NE 68103-2207**

### 5. TD AMERITRADE'S RIGHT TO TERMINATE AGREEMENT

- a. TD Ameritrade reserves the absolute right to terminate its agreement to hold the Alternative Investment in the account, including IRA accounts as applicable, at any time and for any reason whatsoever, and TD Ameritrade shall have no liability or responsibility to the Client for any loss, loss of value, damage, or expense suffered or incurred by the Client by reason of the termination of its agreement. The Client, upon receipt of notice from TD Ameritrade of the termination of TD Ameritrade's agreement to continue to hold the Alternative Investment, shall instruct TD Ameritrade as to the disposition thereof, and if the Client fails to provide TD Ameritrade with any such instructions within 30 days of the date of TD Ameritrade's notice, the Client agrees that the Client shall be deemed to have instructed TD Ameritrade to distribute the Investment in-kind to the Client.
- b. Nothing contained herein constitutes any agreement to hold any Alternative Investment into which the investment may be converted, whether pursuant to the terms of the investment in the Alternative Investment asset, by reason of any option or conversion privilege contained therein, or upon any enforcement of rights or remedies with respect to the investment in the Alternative Investment asset, and to seek TD Ameritrade's agreement to hold any investment into which the investment may be converted.

### 6. ADDITIONAL PROVISIONS FOR IRAS

An IRA custodian is not required to hold all investments made by an IRA client, and many institutions which act as custodians of IRAs will not allow a client to hold a non-publicly traded investment in the client's IRA. As a result, a client who acquires a non-publicly traded investment in his or her IRA may thereafter be unable to transfer his or her investment to an IRA maintained by another custodian. Therefore, a client may be required to continue to utilize TD Ameritrade as a custodian of his or her IRA, at least with respect to the non-publicly traded investment, so long as that non-publicly traded investment is held in his or her IRA. Furthermore, in the event that TD Ameritrade should resign as custodian of a client's IRA or TD Ameritrade should revoke its consent to hold the non-publicly traded investment (as TD Ameritrade is allowed) in the IRA, the client may be forced to sell his or her non-publicly traded investment if the client cannot find another custodian who will agree to allow the client to hold the non-publicly traded investment in the client's IRA.

This Alternative Investments Agreement is supplemental to the custodial agreement for my IRA. In addition to the other understandings, representations, agreements, and acknowledgments in this Alternative Investments Agreement, I acknowledge that TD Ameritrade, as custodian of my Account, is required by law to file an annual federal income tax return on behalf of the IRA for each year in which the IRA has unrelated business income ("UBI") of more than \$1,000. In cases where such a tax return must be filed, I agree to provide to TD Ameritrade (no later than April 15 of the year following the year in which the tax was incurred) the Schedule K-1 Partnership form, which sets forth the IRA's shares of income from the partnership. TD Ameritrade will compute the tax owing with respect to the IRA based on the K-1 forms provided to TD Ameritrade, file the annual tax return with the Internal Revenue Service and pay the tax from funds available in the IRA. I agree that, if my IRA holds assets that generate UBI, my IRA at all times will contain liquid funds to pay any tax imposed on UBI at the time this tax obligation becomes due.

I understand that the Employee Retirement Income Security Act of 1974 ("ERISA") and/or Section 4975 of the Code prohibit certain transactions involving IRAs. I further understand that the determination of whether the purchase, holding, or transfer of an Alternative Investment as instructed pursuant to this Agreement is a prohibited transaction under ERISA and/or the Code depends on the facts and circumstances surrounding the transaction. I represent that I have consulted with such advisor(s) (other than TD Ameritrade) as I deem necessary and appropriate to determine that my account's investment in any particular Alternative Investment does not result in a non-exempt prohibited transaction under ERISA or the Code.

I represent that the offering entity or any affiliate thereof is neither a "disqualified person" as defined in IRC Sec. 4975(e)(2), nor a "party in interest" as defined in ERISA Section 3(14). I represent that none of the principals/shareholders of the investment referenced above are my Broker, Agent, Investment Advisor, or paid consultant and that I understand if that were the case, that the transactions could in fact be considered a prohibited transaction and I will not enter into such a transaction. I hereby hold TD Ameritrade harmless should it be determined that I entered into a prohibited transaction.

I understand that if this investment is a prohibited transaction, my account may be subject to loss of tax-deferred status and subject to a full account distribution or to the imposition of excise taxes by the Internal Revenue Service (IRS) or Department of Labor (DOL).

**7. NO CHANGE TO MY CLIENT AGREEMENT**

I understand and acknowledge that this Alternative Investments Agreement, including the above understandings, representations, agreements, and acknowledgments, does not supersede, modify, or in any way affect the understandings, representations, agreements, and acknowledgments made by me in my TD Ameritrade Client Agreement, or TD Ameritrade Custodial Agreement for IRA accounts, and I hereby affirm each of the understandings, representations, agreements, and acknowledgments in my Client Agreement which is hereby incorporated by reference. This includes but is not limited to TD Ameritrade's authorization to rely on the directions or instructions of any account owner if there is more than one account owner. I understand that TD Ameritrade reserves the right to refuse to accept any Alternative investment and shall have no liability with respect to any such refusal. I acknowledge receiving a copy of this Alternative Investments Agreement.

Some investments require that the investor sign a subscription agreement and/or investor questionnaire acknowledging certain matters, representing, among other things, that the investor is an "accredited investor" and indemnifying the sponsor of the investment for various matters. The IRA client, and not TD Ameritrade, is responsible for making all of the representations, warranties, and/or agreements required as a condition to the purchase of the investment. However, the IRA client should clearly indicate in any subscription agreement that the investment is being acquired through his or her IRA and that the investment should be registered as "TD Ameritrade, Inc." not in its individual capacity but solely as "Custodian of the Individual Retirement Account of [name of client]."

**This agreement pertains to all Alternative Investment transactions in the client's account and/or IRA account. I also agree that this Agreement will be subject to the Arbitration Provisions at the sections with the caption "Arbitration Disclosure and Agreement" in the Terms and Conditions of my TD Ameritrade Client Agreement.**

**8. AGREEMENT**


I understand, agree to, and acknowledge the following: (i) the purchase has not been solicited by TD Ameritrade, Inc. ("TD Ameritrade"), that TD Ameritrade is acting only in its capacity as custodian of my account for purposes of this transaction (unless otherwise agreed by TD Ameritrade in writing), (and if the Alternative Investment is registered under the Securities Act of 1933, as amended, TD Ameritrade may also act as agent for the purpose of forwarding funds and taking delivery of the securities); and I assume full responsibility for the purchase; (ii) if this security is being offered to me by means of a prospectus or offering documents, I have received such prospectus or offering documents from the issuer or seller of the security; and (iii) TD Ameritrade will, at my instruction, as an accommodation to me and in its capacity as custodian of my account, deliver funds from my account to the issuer/seller or its designee and receive the security into my account. I understand that if the security is being offered to me by means of a prospectus, pursuant to the distribution and investor servicing agreements described in the prospectus (if applicable), TD Ameritrade may have entered into a selling or servicing agreement with the distributor of the security, the advisor to a fund or the fund and accordingly may be entitled to receive investor servicing fees while the security is held in custody for me at TD Ameritrade. I agree that any and all issues as to investment in the security and the suitability of the security for investment by me are my responsibility and not that of TD Ameritrade. I also represent that the above purchase for, or transfer or deposit, of securities into my account does not constitute a non-exempt prohibited transaction within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Internal Revenue Code ("code") Section 4975. In particular, I represent that: (a) the issuer of the security (or any affiliate thereof) is neither a "disqualified person" as defined in Code Section 4975(e)(2), nor a "party in interest" as defined in ERISA Section 3(14); (b) none of the principals/shareholders of the issuer of the security referenced above is my Advisor or other paid consultant to me; and (c) I understand, if that were not the case, that the transaction may be considered a non-exempt prohibited transaction under ERISA and/or the Code. I confirm as of the date hereof all of my understandings, representations, warranties, agreements, and acknowledgments in my Alternative Investment Agreement.

Annual Custody Fee for Alternative Investments ..... \$250 or as set by TD Ameritrade.


Annual Custody Fee assessed in January for Alternative Investments held as of December 31.

- I am aware that if a certificate or trade confirmation is not returned to TD Ameritrade within 60 days, this payment out of my IRA account will be a reportable distribution from this IRA account, which will be reported on tax form 1099R.
- I will be responsible for seeing that this Alternative investment is registered in the proper name of TD Ameritrade.

Printed Name of Account Owner: \_\_\_\_\_

 Account Owner's Signature:	Date:
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Printed Name of Account Co-Owner (if applicable): \_\_\_\_\_

 Account Co-Owner's Signature:	Date:
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## 9. CAPITAL CALL STANDING INSTRUCTIONS

In order to meet capital calls that may occur from time to time in relation to my Alternative Investment, I hereby authorize and direct TD Ameritrade, Inc. to make a transfer of funds from my TD Ameritrade account to meet capital call requirements as determined by the Alternative Investment listed above. I hereby agree to indemnify and hold harmless TD Ameritrade, its affiliates, and their directors, officers, employees, and agents from and against all claims, actions, costs, and liabilities, including attorney's fees, arising out of or related to:

(i) their reliance on these standing capital call instructions and (ii) TD Ameritrade's execution of these standing instructions.

This is a standing letter of authority. Said authorization is a continuing one and will remain in full force and effect until: (i) TD Ameritrade is notified by a written notice of my death or incapacity or (ii) I change or revoke this authorization by written notice to TD Ameritrade. TD Ameritrade has no duty of inquiry. Until TD Ameritrade receives such written revocation, TD Ameritrade is entitled to act on this authorization and indemnification.

Client's Printed Name: \_\_\_\_\_

**X** Client's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Joint Client's Printed Name: \_\_\_\_\_

**X** Joint Client's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Investment Products: Not FDIC Insured \* No Bank Guarantee \* May Lose Value

TD Ameritrade, Inc., and TD Ameritrade Clearing, Inc., members FINRA/SIPC, subsidiaries of The Charles Schwab Corporation. TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc. and The Toronto-Dominion Bank.

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