

**INTEGRITY TRUST COMPANY
ALTERNATIVE INVESTMENT CUSTODY AGREEMENT**

This Alternative Investment Custody Agreement ("Agreement") is entered into as of the ___ day of _____, 20___ by and among:

(i) Firm Name (the "Advisor")
Attn:

(ii) Address:
City/State/Zip:

and

(ii) Integrity Trust Company ("Custodian")
Attn: Eric Davis
13540 Meadowgrass Dr Suite 100
Colorado Springs, CO 80921

RECITALS

- A. The Advisor seeks to solicit interests from its clients in certain private investment vehicles, which (once purchased) are referred to as "Alternative Client Assets" under this Agreement.
- B. Custodian is willing to act as custodian for certain Alternative Client Assets, pursuant to the terms of this Agreement, in conjunction with the Custody Agreement entered into by Custodian and each Client (the "Custody Agreement").
- C. Custodian and Financial Advisor shall enter into a Custody Agreement with the Clients who designate Custodian to act as custodian pursuant to the Custody Agreement (each, a "Client") pursuant to which the Client agrees to pay certain fees to Financial Advisor and Custodian in connection with all assets held by Custodian for Client.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms

All capitalized terms not specifically defined herein will have the same meaning assigned to them in the Agreement. For purposes of this Addendum, "Affiliate" means, with respect to any party, an entity controlling, controlled by or under common control with such party. "Control" means owning, directly or indirectly, a majority of the voting ownership interests or having the power to direct the decisions.

2. Duties, Representations and Covenants by Financial Advisor

- a. Investment Suitability: The Financial Advisor has entered into an agreement with each Client (the "Client Agreement") which sets forth the financial advisor relationship between the Client and Financial Advisor. Financial Advisor represents to Custodian that it will determine, in accordance with its fiduciary or suitability obligations, that the financial situation and investment objectives of each such Client are such that the investments chosen will be appropriate for the Client and any other document governing the Client's account.
- b. Custodian Forms & Procedures: Financial Advisor will obtain fully executed custodial forms, including without limitation, a Custody Agreement (the "Custody Agreement") appointing Custodian as custodian, in form acceptable to Custodian, and will update as may be required from time to time by Custodian due to regulatory changes, process and procedure changes, or other disclosures deemed necessary in Custodian's discretion. Failure to provide signed or legible documents relating to the Client or Alternative Client Assets may result in delays of transfers and/or investments.
- c. Bank Secrecy Act Compliance. Financial Advisor shall establish and implement, so long as Custodian serves as Custodian hereunder for any Client, an anti-money laundering ("AML") program acceptable to Custodian which complies with the requirements of the USA Patriot Act of 2001. The AML program adopted by Financial Advisor shall include a customer identification program ("CIP") acceptable to Trust and is designed to comply with the CIP requirements applicable to Trust. The Financial Advisor will perform the CIP requirements with respect to each Client prior to opening an account for the Client with Custodian, following procedures and policies (including record sharing and record retention) required by Custodian from time to time. Financial Advisor shall provide Custodian with Financial Advisor's written AML Program, including CIP, and adopted policies and procedures to implement the AML Program. Financial Advisor shall certify to Custodian annually its compliance with this Section 1.c. in a form acceptable to Custodian. Custodian may, upon providing reasonable notice to Financial Advisor, audit Financial Advisor's compliance with this Section.
- d. Liquidity for Fee Payments: Client fees will be deducted in such amounts and at such time as specified in the Custody Agreement from Client's account held by Custodian. Alternative Client Assets are inherently illiquid. The Financial Advisor represents that it will maintain adequate liquidity in all Client accounts taking into account the investment vehicle, anticipated distributions, and any associated fees and expenses. Custodian shall charge the Client account and remit payment to Financial Advisor for Financial Advisory fees deducted from the Client Account. If Financial Advisor fails to maintain adequate liquidity and communicate liquidity needs to Client at intervals consistent with the schedule of charges and expenses associated with the account, then financial advisory fees shall be placed on accrual until the Financial Advisor arranges for the Client to provide liquidity to the account. Custodian accepts no responsibility for any

losses, damages or expenses to the Financial Advisor related to the lack of liquidity in any Client account and resulting loss of fee income.

- e. Non-Reliance: The Financial Advisor acknowledges and agrees that it is not relying on the Custodian for investment advice, and that Financial Advisor is the sole source of determination of suitability of any investment placed for the Client. Custodian acknowledges it serves exclusively as a custodian without any investment discretion, advisory, suitability or fiduciary responsibility to the underlying client. Clients of the Financial Advisor rely solely and exclusively on the recommendations of the Financial Advisor.

3. Indemnification

Financial Advisor agrees to hold harmless and indemnify Custodian from: and against; (i) any loss or damages arising out of Financial Advisor's failure to comply with the terms of this Agreement; or (ii) any claims by Client against Custodian arising out of Financial Advisor's performance of its duties or from failing to perform its obligations and duties under this Agreement.

The provisions of this Section 3 shall survive the termination of this Agreement.

Custodian shall give prompt notice to Financial Advisor (the "indemnifying party") of any action commenced against Custodian in respect of which indemnity may be sought hereunder, but failure to so notify Financial Advisor shall not relieve Financial Advisor from liability which it may have otherwise than on account of this Section 3.

4. Communications

Any due diligence report, issuer communications, collateral materials or any communications or advertising materials whatsoever, whether proprietary or not, that is obtained through the course of the Custodian and Financial Advisor relationship shall be deemed by this Agreement for Financial Advisor use only and is not approved for Client distribution unless specifically authorized in advance in writing by the Custodian.

5. Expenses

Each party shall bear its own costs and expenses of, or in connection with the preparation, due diligence or execution between parties of this Agreement.

6. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature page transmitted by facsimile or email shall be deemed an original.

7. Confidential Information

(a) Scope. In connection with its performance under the Agreement, each party (a "Recipient Company") may be supplied with materials and information concerning the other party (the "Providing Company") and its Affiliates which is non-public, confidential or proprietary in nature (the "Confidential Information") and which may include, but is not limited to, information about or concerning the Providing Company's or an Affiliate's: (i) financial condition and projections; (ii) business ventures and strategic plans; (iii) marketing strategies and programs; (iv) customers and prospective customers and information related to both; (v) strategic insights or statistical models about such customers or prospective customers and their behavior; and (vi) business partners.

(b) Nondisclosure. The Recipient Company agrees that the Confidential Information of the Providing Company will be used solely for the purpose of performing its obligations under this Agreement and agrees not to disclose any of the Confidential Information of the Providing Company now or hereafter received or obtained by it without the Providing Company's prior written consent; provided, however, that the Recipient Company may disclose any such Confidential Information to its Affiliates, representatives, agents, accountants, attorneys and other confidential advisors (collectively, "Advisors") who need to know the Confidential Information for the purpose of assisting the Recipient Company in performing its obligations under the Agreement. The Recipient Company agrees to be responsible for any breach of this Addendum by any of its Advisors, and the Recipient Company agrees that each of its Advisors will be advised by the Recipient Company of the confidential nature of such information and shall agree to be bound by the provisions of this Section 2.

(c) Ownership. The Recipient Company acknowledges and agrees that any Confidential Information of the Providing Company, in whatever form, is the sole property of the Providing Company. The Recipient Company agrees that upon the request of, and as directed by, the Providing Company it shall either return such Confidential Information to the Providing Company or shall destroy such Confidential Information.

(d) Compelled Disclosure. If the Recipient Company or any of its Advisors is legally compelled to disclose any of the Confidential Information, the Recipient Company shall provide the Providing Company with prompt notice before any Confidential Information is disclosed so that the Providing Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Addendum. In the event that such protective order or other remedy is not obtained, the Recipient Company will furnish only that portion of the Confidential Information which it is advised by written reasonable opinion of counsel is legally required and will exercise its best efforts to assist the Providing Company in obtaining a

protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information that is disclosed.

(e) Remedies. Each party agrees that money damages would not be sufficient remedy for any breach of this Addendum and, therefore, in addition to any other remedies available to a party in the event of a breach of the terms hereof by the other party or its Advisors, each party shall also be entitled to seek specific performance and injunctive or other equitable relief (including interim relief). Each party agrees to waive, and to cause its Advisors to waive, any requirement for the securing or posting of any bond or other security in connection with such remedy. The provisions of this Section 2 shall survive the termination of the Agreement.

8. Nonpublic Personal Information

(a) Nonpublic Personal Information. For purposes of this section, "nonpublic personal information" shall have the same meaning as that term is defined in the Gramm-Leach-Bliley Act, Title V, ("GLB") and applicable regulations promulgated thereunder. Recipient Company shall protect and keep confidential all nonpublic personal information about or pertaining to Providing Company's customers and all other individuals about whom Providing Company has collected nonpublic personal information, that is disclosed by Providing Company or otherwise obtained by Recipient Company in the performance of its duties under the Agreement.

(b) Permissible Use. Recipient Company shall collect and use nonpublic personal information only to exercise the rights and perform the obligations for which such information was disclosed to Recipient Company, as specifically set forth in or clearly implied by the Agreement, or as permitted under regulations implementing GLB applicable to Providing Company. Recipient Company shall not retain such nonpublic personal information and shall destroy it or return it to Providing Company, at Providing Company's option (i) during the term of the Agreement if Recipient Company does not have a specific business purpose under the Agreement to retain it, and (ii) within sixty (60) days after termination of the Agreement.

(c) Redisclosure. Unless prohibited elsewhere in this Agreement, Recipient Company may redisclose nonpublic personal information (i) to the Affiliates of Providing Company; (ii) in the ordinary course of its business to its Affiliates or third party service providers to carry out the specific purposes for which such nonpublic personal information was disclosed to Recipient Company; or (iii) if such redisclosure is compelled by law, in which case Recipient Company will provide prior notice of such disclosure to Providing Company.

(d) Subcontractors. If Recipient Company uses subcontractors to perform the duties assigned to it by this Addendum, Recipient Company shall have appropriate controls in place to ensure that any subcontractor used by Recipient Company meets the objectives of this section, and shall exercise oversight over each of its subcontractors to ensure ongoing compliance with the objectives of this Section 3.

(e) Security. Recipient Company represents and warrants that it has, and will continue to have for so long as it retains nonpublic personal information, adequate administrative, technical, and physical safeguards (i) to insure the security and confidentiality of

customer records and information, (ii) to protect against any anticipated threats or hazards to the security or integrity of such records, and (iii) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer. Recipient Company shall develop, implement and maintain, at Recipient Company's own expense, a proven system or methodology to audit for compliance with the requirements in the preceding sentence. Recipient Company shall at all times during the term of the Agreement and for at least two (2) years after termination thereof, keep books and records sufficient to show its compliance with the terms of this Section.

(f) Notice. Recipient Company shall immediately notify Providing Company if Recipient Company discovers there has been a material breach or serious attempt to breach its security safeguards required by this section, or if the security or the nonpublic personal information has been or may be compromised for any reason. Providing Company may take all reasonable and appropriate steps to protect nonpublic personal information in such event, including but not limited to an audit of Recipient Company's security safeguards required by this section and Recipient Company's security and system log files from workstations and supporting servers containing or facilitating the flow of nonpublic personal information. Receiving Company shall have a business continuity plan that enables Providing Company to take appropriate actions to address incidents of unauthorized access or misuse of nonpublic personal information. Such plan shall also enable Providing Company to expeditiously implement its own response program.

9. Effect of Addendum

Except as expressly set forth in this Addendum, the Agreement, as amended, remains unchanged and in full force and effect and may only be further amended by written agreement of the parties. The terms and conditions of this Addendum will survive termination of the Agreement and will remain in full force and effect notwithstanding such termination.

10. Governing Law

This Addendum shall be governed by the laws of the State of Colorado, without reference to the choice of law principles thereof, and applicable federal law and regulations.

11. Term of Agreement

- a. This Agreement shall continue in force until either party provides written notice to the other party sixty days prior to the termination date requested in the notice.
- b. Custodian will be given adequate time to deliver said investment vehicles to a custodian of the Financial Advisor's choosing.

- c. Should an acceptable custodian not be provided or available, Custodian hereby is authorized to liquidate the Client Assets and distribute funds to Client, after deduction for fees due and owing to Custodian.

THIS AGREEMENT is executed to be effective as of the date first set forth above.

_____, Advisor

By: _____

Name: _____

Title: _____

Integrity Trust Company, Custodian

By: _____

Name: _____

Title: _____