



MILLENNIUM
TRUST COMPANY

2001 Spring Road, Suite 700
Oak Brook, IL 60523
Telephone
Fax

**PRIVATE PLACEMENT
PURCHASE/SALE/EXCHANGE
DIRECTION**

This form should be used by the account owner ("Account Owner") to direct Millennium Trust Company, LLC ("Millennium") with respect to an alternative investment action in the Account Owner's self directed IRA or other custodial account at Millennium ("Account"). This form is to direct a single transaction only. A separate direction form must be submitted for each request.

Please print after completion and submit all pages of this Direction. For assistance with this application, please contact a Client Service Specialist at 800.618.6177. (Hours: Monday - Friday, 8:00 am to 4:30 pm Central time.)

A Account Owner's Information

Account Owner's Name: Chomsky Irat, Avram

Millennium Account No.: 285852877

Daytime Phone No.: 617-697-4348

E-mail Address: nchomsky3@gmail.com

B Investment Information

Investment Name: 372 RFID CVT II LP

Class: Alternative Investments

Series: n/a

Purchase Type: Initial Purchase

Additional Purchase

Investment Type: Limited Liability Company

Limited (Offshore)

Private Stock

Limited Partnership

Other (specify):

Investment Sponsor/Issuer: Bainco

Contact Name: Sam Bain

Primary Phone No.: 617-536-0333

E-mail Address: sbain@bainco.com

Fax No.: 617-456-3039

Note: Complete only one of the following sections - C, D or E.

C Purchase Funding Instructions

Please complete Section C only if directing a purchase.

► Amount to be sent to Sponsor/Issuer:

or All available funds (purchase will be rounded to the nearest dollar.)

This is your obligation to pay capital to the fund.

► Total Capital Commitment: \$ (if different from amount to be sent to the Sponsor/Issuer)

Funding Status: Account has been funded for this transaction.

Account to be funded for this transaction. Anticipated Funding Date:

A Millennium Deposit Form is required for a check or wire transfer of funds.

► Check (Upon receipt of funds, a 5 business day hold is required before funds are disbursed.)

A transfer form is required if making a transfer from current custodian.

► Wire Transfer (Additional fees may apply.)

► Transfer account from another custodian

Please continue to page two to complete this form.

ALT-020



04-16

C Purchase Funding Instructions Continued

This section is required to be completed for all retirement accounts directing a purchase.

- ▶ I represent that I am not an officer or director of the offering entity or any affiliates thereof, nor am I related to any officer or director of the offering entity or any affiliates thereof. I also represent that my ownership of this entity (combined with any family member or disqualified person) will be less than 50%.
- ▶ I represent and disclose that I am an officer or director of the offering entity or its affiliate, or that I am related to any officer or director of the offering entity or its affiliate. The nature of the relationship and the combined percentage of the entity owned by my account, any family member or disqualified person are as follows:
 Nature of Relationship: _____ Percentage Owned: _____

D Sale Instructions

Please complete Section D only if directing a sale.

- ▶ Type of Sale: Full Sale Partial Sale
- ▶ Shares: 2.5000 Expected Proceeds: \$ _____
- ▶ Price per share or offer price asset should be sold at: \$ _____
- ▶ Check here if a Secondary Market Company should be utilized and/or if Warrants apply to the transaction.
 Name of Secondary Market Company: _____

E Exchange Instructions

Please complete Section E only if directing an exchange from one investment to another with the same investment sponsor.

- ▶ From
 Investment Name: _____
 Class: _____ Series: _____ Amount: _____
- ▶ To
 Investment Name: _____
 Class: _____ Series: _____ Amount: _____
- ▶ Check here if the sale proceeds are to come back to your Account prior to the exchange.

F Delivery Instructions

Overnight delivery option pertains to the investment documentation only, not the funds.

I direct Millennium to follow the Investment Sponsor's directions as to how and where to send the investment funds.
 For sales involving stock or annuity certificates, Millennium Trust will deliver the certificates to your Investment Sponsor via certified mail and charge your Account. Any other investment documentation to your Investment Sponsor will be delivered via U.S. Postal Service unless overnight delivery is selected below. Millennium shall have no liability or responsibility for the failure of the U.S. Postal Service or any third party courier to deliver documents in a timely manner.

- ▶ **Overnight Delivery** - (Cannot be sent to a P.O. Box.) I authorize the applicable overnight delivery fee to be charged to my Millennium account for this service unless I designate a third party below.
 Charge to Third Party - Carrier: _____
 Account No.: _____ Account Name: _____

G Account Owner's Acknowledgements

CAREFULLY READ THE FOLLOWING INFORMATION BEFORE SIGNING.

As Account Owner, I understand and acknowledge that before Millennium will execute the transaction directed herein, I am solely responsible for: (i) providing complete answers to any and all suitability questions posed by the Investment Sponsor/Issuer for purposes of determining my Account's eligibility to participate in a purchase (ii) reviewing and executing the subscription/purchase agreement together with all other required or related documents necessary to complete the transaction directed herein; and (iii) delivering the documents to Millennium for execution only in its capacity as custodian.

G Account Owner's Acknowledgements Continued

I direct Millennium to execute the purchase, sale, or exchange of the above-named investments in my Account and in doing so I hereby agree to the terms below and make the following representations and warranties:

For Purchase Transactions

1. *Documentation, Representations and Suitability Requirements.* I have read, approved and understand all offering information specifically including the subscription/purchase agreement, operating memorandum together with all other applicable documents, if any, necessary to complete the purchase of the investment directed herein ("Purchase Documents"). I have read and reviewed each representation made within the subscription/purchase agreement and/or other applicable documents, if any, which I have filled out as appropriate for the purchase directed herein, including any suitability requirements, and I specifically represent and warrant that I meet all the suitability requirements applicable to the purchase of this investment. I agree to indemnify and hold Millennium harmless from and against any and all loss, cost, liability, damage and expense resulting from or arising out of any such representations, including but not limited to, those regarding my personal financial information and/or my retirement plan(s) financial information;

2. *Investment Terms and Risks.* I have reviewed, approved and am satisfied with all of the terms and conditions of the investment. I have evaluated the risks involved with this particular investment and conducted such review of the underlying investments or operations, as well as of the principals involved to the extent I deemed appropriate. I acknowledge that, in general, private placements: (i) are considered to entail more risk than registered securities; (ii) have very limited or no liquidity when compared to publicly traded investments; and (iii) can present difficulties in obtaining timely and accurate valuations. I understand and acknowledge that the timeliness and accuracy of such valuations are not Millennium's responsibility. Where the investment is a SAFE, warrant, option or another instrument which requires the buyer to take an action in the future, for example to sign certain seller documents, forward payments to seller or a third party, or actions related to the termination of the transaction, either at a specified future date or upon the occurrence of certain conditions or events, I direct Millennium to take such actions for my Account without the necessity of any further instruction from me.

3. *Investment Amount, Fees.* I understand and acknowledge that the actual dollar amount invested in any asset may be reduced by Millennium's transaction fees and/or past due account fees. I further acknowledge receipt of a copy of the relevant fee schedule(s);

4. *Unrelated Business Taxable Income (UBTI).* If my Account is an IRA or other retirement account, I understand and acknowledge that should any asset directed to be purchased in my Account produce Unrelated Business Taxable Income, I am solely responsible for filing a Form 990-T tax return and authorizing my Account to pay the tax on such income. I hereby indemnify and hold Millennium harmless from and against any and all loss, cost, damage, liability and expense resulting from or arising out of my failure: (i) to provide/direct the production of the tax form; (ii) to arrange for/direct the payment of the tax; and (iii) to provide Millennium with the relevant information necessary and appropriate to execute any direction I may give in connection with the preparation, determination and/or payment of any such tax;

5. *Ownership of Investment.* I acknowledge and agree that the registered owner of all assets in my Account is required to be Millennium Trust Company, LLC Custodian FBO (Account Owner). I will not request or accept payments of income or other distributions directly from the investment sponsor/issuer of any asset held in my Account and will not make contributions to any investment other than through my Account;

For Sale/Exchange Transactions

6. *Documentation.* I have read, approved and understand all of the offering information, specifically including the offering memorandum, sale, liquidation and/or exchange agreement(s) together with all other applicable documents, if any, pertaining to the sale/exchange of the investment;

7. *Investment Terms and Risks.* I have reviewed, approved and am satisfied with all of the terms of the sale/exchange. I have evaluated the risks involved with the transaction directed herein and investigated the purchaser to the extent I deemed appropriate. I have concluded that the purchaser is of sufficient financial strength to fully fund the transaction, including a transaction utilizing an installment sale;

8. *Delay in Receipt of Proceeds.* I understand that Millennium will initiate the sale by submitting a sale direction to my investment sponsor. If Millennium does not receive the proceeds in a timely manner, I understand that it shall be my sole responsibility to: (i) to contact the investment sponsor/issuer; (ii) investigate the nature of the delay in payment; and (iii) provide Millennium with further instructions with respect to the transaction;

9. *Investment Sponsor/Issuer Default.* I understand and acknowledge that Millennium shall be under no obligation to notify me in the event of a default in payment under the terms of any sale/exchange directed herein;

10. *No Duty to Litigate.* Millennium shall have no duty to initiate any litigation or administrative proceeding with respect to any delay and/or default in payment and I understand and acknowledge that it shall be my sole responsibility, at my expense or at the expense of my Account, to obtain legal or other necessary services in connection therewith; and

11. *Conflict.* If I have attached a copy of the investment sponsor/issuer liquidation form, Millennium may rely upon the transactional instructions contained in the copy of the investment sponsor/issuer liquidation form (Form) attached hereto. In the event of a conflict between the transactional provisions of the Form and the terms of this direction, the transactional provisions of the Form shall control. For all other purposes of the investment action directed herein, in the event of any conflict between the Form and the terms of this direction, the provisions of this direction shall control;

G Account Owner's Acknowledgements Continued

12. *Proceeds Availability.* I understand and acknowledge that when selling privately traded stock, Millennium sends the stock certificate to the transfer agent for re-registration before a check has been received in payment and I approve that procedure. Cash proceeds of any transaction directed hereunder will be made available in my Account in accordance with Millennium's check clearing policy in effect at the time of the transaction; and

For All Transactions

13. *Duty to Execute.* I understand and acknowledge that Millennium shall have no duty to execute any purchase directed herein until I have completely executed any and all necessary Purchase Documents and submitted the same to Millennium for execution only in its capacity as custodian;

14. *No Investment Advice.* I understand and acknowledge that Millennium has not evaluated or performed any due diligence on my behalf with respect to the investment action directed herein and I further acknowledge that I have not received any investment advice from Millennium. Any documents received by Millennium in connection with the investment action directed herein are intended solely to allow Millennium to process the transaction I am directing and to assist Millennium in determining the administrative feasibility of: (i) holding the asset in my Account; and/or (ii) executing the transaction as directed for my Account. Millennium reserves the right not to accept custody of any asset. I am not expecting or relying on Millennium to protect me or my Account from fraud, poor investment performance or an investment that is otherwise not suitable for me or my Account;

15. *No Prohibited Transactions.* If my Account is an IRA or other retirement account, I understand and acknowledge that certain transactions are prohibited transactions under Internal Revenue Code Section 4975 and ERISA. I further understand that the determination of whether the transaction directed hereby is a prohibited transaction or "party in interest" transaction depends on the facts and circumstances surrounding the purchase. After having the opportunity to consult with such experts and advisors as I deem necessary and appropriate, I represent and warrant that: (i) neither the offering entity nor any affiliate thereof is a "disqualified person" as defined in Section 4975(e)(2) of the Internal Revenue Code; and (ii) I have determined among other things, that the purchase of this asset does not constitute a prohibited transaction as defined in Internal Revenue Code Section 4975 or a "party of interest" transaction (as defined in Section 3(14) of ERISA). Furthermore, as to the transaction I am directing with this form, I acknowledge and understand that I and any member of my immediate family, my broker, agent, my investment advisor or other paid consultant or any principal/shareholder of the investment referenced above are each a disqualified person and I understand that if any such persons were in fact, parties to the transaction or investment, that the transaction may be considered a prohibited transaction;

16. *Limited Power of Attorney.* To ensure that the documentation for my Account properly reflects Millennium as custodian for the benefit of my Account as registered owner, I authorize and direct Millennium, in its discretion, to execute any and all documents necessary to execute any transaction directed hereunder and further, for that purpose only, to make any and all changes and/or corrections, necessary or desirable to any documents I may have previously completed and/or executed, but have not yet submitted to the investment sponsor/issuer. To the extent necessary, this authorization shall be considered and function as a limited power of attorney in favor of Millennium;

17. *General Indemnification.* In addition to any other indemnification provision contained herein, I agree to indemnify and hold Millennium harmless from and against any and all loss, cost, liability, damage and expense resulting from or arising out of: (i) the execution of the transaction directed herein; and/or (ii) holding the investment which is the subject of the investment action directed herein as an asset of my Account. I acknowledge that I have received, read and understand all related Millennium documents, including the Custodial Agreement and Disclosure Statements for my Account; and

18. *Ongoing Representations.* I will immediately notify Millennium in the event of any of the foregoing representations and/or warranties are no longer true.

19. *Asset Registration for Purchases or Proceeds Payable to Millennium for Sales/Exchanges.* I acknowledge that the registration or proceeds should be in the name of Millennium Trust Company, LLC, custodian FBO (Insert Account Owner's Name), Account Number (Insert Account Owner's Millennium Account Number) and, tax-deferred accounts, such as IRAs, must be registered with Millennium's Tax ID: #36-4400066. Employer retirement plans using their own plan and taxable accounts must be registered with their TIN or social security number. I agree payments for purchases and investments must be made through Millennium.

20. *Fee Schedules, Past Due Fees.* I acknowledge receipt of Millennium's current fee schedule(s), including those fees specifically concerning private placement(s). I understand such fee schedule(s) and authorize Millennium to liquidate assets in my Account to pay past due fees.

21. *Arbitration.* I specifically acknowledge that I am agreeing to bring any dispute or action I may have with or against Millennium to arbitration in accordance with the terms of the "Resolving Disputes and Binding Arbitration" Article of the Custodial Agreement, and I am giving up my right to bring an action in a court of law.

H Account Owner's Signature

The undersigned hereby agrees to the above direction, terms, conditions, and requirements and confirms the representations and warranties made in Section G of this document, including paragraphs 1-21.

Sign and date to
authorize as
Account Owner.



Account Owner's Signature: _____ Date: _____