



MiT Associates LLC  
PO Box 774, Tiburon, CA 94920

## **SOLICITING DEALER AGREEMENT COVER SHEET**

Effective Date:

### **Soliciting Dealer Information**

Name: \_\_\_\_\_

Entity Type: \_\_\_\_\_

State of Incorporation / Organization: \_\_\_\_\_

Firm CRD/IARD #: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Address: \_\_\_\_\_

### **Offering-Specific Definitions**

“Sponsor” is CREW ENTERPRISES LLC, a limited liability company duly formed under the laws of Delaware.

“Offering Materials” means the Issuer’s offering document entitled “PRIVATE PLACEMENT MEMORANDUM,” including all exhibits, amendments, and supplements, and the Issuer’s subscription agreement or other investment documentation.

“Securities” means: Beneficial Interests in a Delaware Statutory Trust

Selling Commission: 6% of the aggregate sales price collected with respect to Securities offered and sold by Soliciting Dealer.

Non-accountable reimbursement for due diligence, marketing and placement costs: 1% of the aggregate sales price collected with respect to Securities offered and sold by Soliciting Dealer.

### **Offering Parameters**

Issuer: Apex South Creek, DST.

Maximum Amount of Raise: \$73,580,386.00

Minimum Purchase Amount: \$50,000.00.

**Payment Information**

Point of Contact: \_\_\_\_\_

Point of Contact Email: \_\_\_\_\_

Bank Name: \_\_\_\_\_.

Routing Number: \_\_\_\_\_.

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

EIN: \_\_\_\_\_.

Soliciting Dealer will forward Managing B-D its Form W-9 upon execution of this Agreement to [LHARLINE@MIT-BD.COM](mailto:LHARLINE@MIT-BD.COM).

\_\_\_ By initialing here, Soliciting Dealer affirms that the answers to points (i) through (viii), inclusively, in Schedule A are correct with regards to all the Soliciting Dealer's Covered Persons. Soliciting Dealer undertakes to advise the Issuer promptly in writing of any Disqualifying Event occurring after the Effective Date of this Agreement and prior to the closing of the offering of the interests.

By executing below, the parties agree to the terms in the attached Soliciting Dealer Agreement, which is incorporated by reference.

The parties execute this Agreement by a duly authorized representative as of the Effective Date above:

**MANAGING BROKER DEALER**  
**MIT ASSOCIATES, LLC**

**SOLICITING DEALER**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## SOLICITING DEALER AGREEMENT

MIT Associates, LLC, a California limited liability company (the “Managing Broker-Dealer”), and Soliciting Dealer enter into this Soliciting Dealer Agreement (the “Agreement”) effective the date on the Cover Sheet.

A. The Managing Broker-Dealer has entered into an agreement (the “MBD Agreement”) with the Sponsor for the sale of the Securities of the Issuer, pursuant to which the Managing Broker-Dealer has agreed to use its best efforts to form and manage, as the Managing Broker-Dealer, a group of securities dealers for the purpose of soliciting offers for the purchase of the Securities.

B. The terms of the Offering are set forth in the Offering Materials, as may be supplemented or amended.

### 1. Definitions

1.1 “Exchange Act” means the Securities Exchange Act of 1934, as amended.

1.2 “Investment Agreement” means the agreement that an Investor signs to effectuate the purchase of Securities.

1.3 “Investor” means a natural person or entity who submits an Investment Agreement to purchase the Securities.

1.4 “Offering Termination Date” means the earlier of (i) the date stated in the Offering Materials when the Offering will terminate or (ii) the date the Issuer or Managing Dealer informs the Soliciting Dealer that the Offering has ended.

1.5 “Securities Act” means the Securities Act of 1933, as amended.

1.6 “Subscription Payments” means an Investor’s payment for the Securities.”

### 2. Agreement to Become a Soliciting Dealer.

2.1 On the basis of the representations, warranties and covenants, and subject to the terms and conditions contained within the Agreement, the Soliciting Dealer agrees to act as a “Selling Group Member” as defined in the Managing Broker Dealer Agreement and to use its best efforts, in accordance with the following terms and conditions, to find qualified Investors for the Securities. The Soliciting Dealer acknowledges and agrees that it will be entitled to and subject to the indemnification and contribution provisions contained in the MBD Agreement, including the provisions of the MBD Agreement wherein the Soliciting Dealer severally agrees to indemnify and hold harmless the Issuer, the Sponsor, and the Managing Broker-Dealer for certain actions.

2.2 The Soliciting Dealer agrees to solicit, as an independent contractor and not as the Managing Broker-Dealer’s agent, or as an agent of the Issuer or its affiliates, persons acceptable to the Issuer to purchase the Securities Offering Materials in accordance

with the terms of the Offering Materials, and to diligently make inquiries as required by this Agreement, the Offering Materials, or applicable law with respect to prospective Investors in order to ascertain whether a purchase of the Securities is suitable for the Investor. If the Offering is being made under Rule 506(b) of Regulation D, the Soliciting Dealer agrees not to solicit the purchase of the Securities in a manner that constitutes a general solicitation under the Securities Act.

2.3 It is understood that no sale of the Securities will be regarded as effective unless and until accepted by the Issuer. The Issuer reserves the right in its sole discretion to accept or reject any purchase of the Securities in whole or in part for a period of thirty (30) days after receipt of the Investment Agreement. Any proposed purchase of the Securities not accepted within thirty (30) days of receipt will be deemed rejected. The Securities will be offered during a period commencing on the date of the Offering Materials and continuing until the Offering Termination Date.

2.4 In accordance with the instructions set forth in the Investment Agreement, all Investment Agreements and all Subscription Payments received by the Soliciting Dealer will be transmitted as set forth in the Investment Agreement. The Issuer may accept or reject any Investor in its sole discretion and the Issuer may also terminate the Offering at any time for any reason.

### 3. Soliciting Dealer Representations and Covenants.

3.1 The Soliciting Dealer confirms that it (i) is a member in good standing of the Financial Industry Regulatory Authority, Inc. ("FINRA"), (ii) is qualified and duly registered to act as a broker-dealer within all states in which it will sell the Securities, (iii) is a broker-dealer duly registered with the Securities and Exchange Commission (the "SEC") pursuant to the Exchange Act and (iv) will maintain all such registrations and qualifications in good standing for the duration of the Soliciting Dealer's involvement in the Offering. The Soliciting Dealer will immediately notify the Managing Broker-Dealer if it ceases to be a member of FINRA in good standing.

3.2 The Soliciting Dealer understands and agrees that its compensation under this Agreement for the sale of Securities is conditioned upon the Issuer's acceptance of sales by the Soliciting Dealer, and that the failure to accept a purchase for Securities will relieve the Issuer, the Managing Broker-Dealer, or any other party of any obligation to pay the Soliciting Dealer for any services rendered by it in connection with the sale of Securities under this Agreement or otherwise.

3.3 The Soliciting Dealer agrees that before participating in the Offering, the Soliciting Dealer will have reasonable grounds to believe, based on information made available to it by the Managing Broker-Dealer and the Issuer through the Offering Materials, that all material facts are adequately and accurately disclosed in the Offering Materials and provide a basis for evaluating the Issuer and the Securities.

3.4 The Soliciting Dealer agrees to comply in all respects with the purchase procedures and plan of distribution set forth in the Offering Materials. Further, the Soliciting Dealer agrees that although it may receive due diligence and other information regarding the Offering from the Issuer in electronic form, the Soliciting Dealer will not distribute to any prospective Investor or any other person any such material.

3.5 All purchases solicited by the Soliciting Dealer will be strictly subject to confirmation by the Managing Broker-Dealer and acceptance by the Issuer. The Managing Broker-Dealer and the Issuer reserve the right in their absolute discretion to reject any such purchase and to accept or reject purchases in the order of their receipt by the Issuer, as appropriate or otherwise. Neither the Soliciting Dealer nor any other person including the Soliciting Dealer's employees, agents, or representatives is authorized to give any information or make any representation other than those contained in the Offering Materials or in any supplemental sales literature furnished by the Managing Broker-Dealer or the Issuer for use in making solicitations in connection with the offer and sale of the Securities.

3.6 Upon authorization by the Managing Broker-Dealer, the Soliciting Dealer may offer the Securities at the Offering price set forth in the Offering Materials, subject to the terms and conditions set forth.

3.7 The Issuer or the Managing Broker-Dealer will provide the Soliciting Dealer with copies of the Offering Materials. The Managing Broker-Dealer also understands that the Issuer may provide the Soliciting Dealer with certain supplemental sales material to be used by it in connection with the solicitation of purchases of the Securities. If the Soliciting Dealer elects to use supplemental sales material not received from the Managing Broker-Dealer, the Soliciting Dealer agrees that it is responsible for fulfilling all requirements associated with such material. These requirements include, but are not limited to, making a 5123 filing, if applicable, and complying with all applicable rules, including FINRA rule 2210. In addition to fulfilling these requirements, such material will not be used in connection with the solicitation or purchase of the Securities unless accompanied or preceded by the Offering Materials, as then currently in effect, and as it may be amended or supplemented in the future.

3.8 The Managing Broker-Dealer will have full authority to take any action it deems advisable regarding all matters pertaining to the Offering. The Managing Broker-Dealer will be under no liability to the Soliciting Dealer except for lack of good faith and for obligations expressly assumed by it in this Agreement. Nothing contained in this Section 3.8 is intended to operate as, and will not constitute, a waiver by the Soliciting Dealer of compliance with any provision of the Securities Act, the Exchange Act, and any other applicable federal law, state law, or of the rules and regulations thereunder.

3.9 In the case that the Offering is made subject to the exemption from registration in 506(b), the Soliciting Dealer agrees that it will not offer the Securities for sale to any Investor (a) with whom the Soliciting Dealer does not have a substantive, pre-existing relationship prior to the date it first learned of the Offering and maintain reasonable documentation thereof and (b) who has not confirmed to the Soliciting Dealer, in writing before the offer, that such Investor meets the Purchaser Suitability Requirements set forth in the Offering Materials. Nothing contained in this Section 3.9 will be construed to relieve the Soliciting Dealer of its suitability obligations under FINRA Rule 2111.

3.10 For the sale of the Securities, the Soliciting Dealer will instruct all Investors to submit their Subscription Payments as directed in the Offering Materials.

3.11 The Soliciting Dealer will limit the offering of the Securities to persons whom it has reasonable grounds to believe, and in fact believes, meet the financial suitability and other Investor requirements set forth in the Offering Materials.

3.12 The Soliciting Dealer will provide each prospective Investor with a copy of the Offering Materials prior to recommending the Securities. Soliciting Dealer will advise each prospective Investor at the time of the initial solicitation of their opportunity to ask questions of and to receive answers from the Issuer and its agents and consultants concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the information contained in the Offering Materials.

3.13 The Soliciting Dealer will immediately bring to the attention of the Issuer and the Managing Broker-Dealer any circumstance or fact which causes the Soliciting Dealer to believe the Offering Materials, or any other literature distributed pursuant to the Offering, or any information supplied to prospective Investors in their purchase materials, may be inaccurate or misleading.

3.14 The Soliciting Dealer agrees that in recommending to an Investor the purchase or sale of the Securities, it will have reasonable grounds to believe, on the basis of information obtained from the prospective Investor concerning its investment objectives, other investments, financial situation and needs, and any other information known by the Soliciting Dealer, that:

3.14.1 The prospective Investor meets the Purchaser Suitability Requirements set forth in the Offering Materials and the acquisition of Securities is otherwise a suitable investment for such Investor as may be required by all applicable laws, rules, and regulations;

3.14.2 The prospective Investor is or will be in a financial position appropriate to enable it to realize to a significant extent the benefits described in the Offering Materials;

3.14.3 The prospective Investor has a fair market net worth, income, and liquidity sufficient to sustain the risks inherent in an investment in the Securities, including, but not limited to, the total loss of the investment, lack of liquidity, and other risks described in the Offering Materials; and

3.14.4 An investment in the Securities is otherwise suitable for the prospective Investor.

3.15 The Soliciting Dealer agrees to keep records in compliance with the requirements imposed by (i) federal and state securities laws and the rules and regulations thereunder and (ii) the applicable rules of FINRA. The Soliciting Dealer agrees to retain in its records and make available to the Managing Broker-Dealer and to the Issuer, for a period of at least six (6) years following the Offering Termination Date, information establishing that (a) each person who purchases the Securities solicited by the Soliciting Dealer is within the permitted class of Investors under the requirements of the jurisdiction in which such Investor is a resident, (b) each person meets the suitability requirements set forth in the Offering Materials and (c) each person is suitable for such investment and the basis on which such suitability determination was made. The Soliciting Dealer also agrees to make its records regarding suitability available to representatives of the SEC and FINRA and applicable state securities administrators upon the Managing Broker-Dealer's requests.

3.16 The Soliciting Dealer agrees that upon request by the Managing Broker-Dealer, it will furnish a complete list of all persons who have been offered the Securities and such persons' place of residence.

3.17 The Soliciting Dealer agrees that before executing a purchase of the Securities, the Soliciting Dealer will inform the prospective Investor and its purchaser representative of all pertinent facts relating to the illiquidity and lack of marketability of the Securities, as appropriate, during the term of the investment.

3.18 The Soliciting Dealer agrees to comply with all obligations applicable to it as set forth in the FINRA rules, including, but not limited to, any new suitability and filing requirements for any sales materials not provided by the Managing Dealer and used by the Soliciting Dealer.

3.19 The Soliciting Dealer agrees not to rely upon the efforts of the Managing Broker-Dealer in (i) performing due diligence related to the Issuer (including its members, managers, partners, trustees and affiliates), the Securities, or their suitability for any Investors and (ii) determining whether the Issuer has adequately and accurately disclosed all material facts upon which to provide a basis for evaluating the Issuer to the extent required by federal law, state law, or FINRA rules. The Soliciting Dealer agrees to conduct its own investigation to make that determination independent of the efforts of the Managing Broker-Dealer. The Soliciting Dealer further agrees that it is solely responsible for performing adequate due diligence and agrees to perform adequate due diligence as required by federal law, state law, or FINRA rules.

3.20 The Soliciting Dealer will refrain from making any representations to any prospective Investor other than those contained in the Offering Materials. If the Soliciting Dealer does use additional sales material, then the Soliciting Dealer will ensure that any additional sales material does not contain representations other than those contained in the Offering Materials. If the Offering is being conducted under Regulation D, then the Soliciting Dealer will be solely responsible for filing a 5123 filing with FINRA and ensuring that such material complies with all relevant rules, regulations, or law.

3.21 The Soliciting Dealer will refrain from distributing any material to prospective Investors that is marked "Financial Advisor Use Only" or "Broker-Dealer Use Only," or any other due diligence material related to the Offering received by the Soliciting Dealer.

3.22 The Soliciting Dealer represents and warrants as of the date of this Agreement and at the time of any sale of Securities (each, an "Applicable Date") to the Managing Broker-Dealer and to the Issuer that none of (i) the Soliciting Dealer, (ii) any general partner or managing member of the Soliciting Dealer, (iii) any director, executive officer, other officer participating in the Offering, general partner, or managing member of the Soliciting Dealer or (iv) any person that has been or will be paid (directly or indirectly) remuneration for solicitation of Investors in connection with the sale of the Securities:

3.22.1 Has been convicted, within ten (10) years of any Applicable Date of any felony or misdemeanor that was:

- (a) In connection with the purchase or sale of any security;

(b) Involving the making of any false filing with the SEC; or

(c) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment advisor, or paid solicitor of purchasers of securities.

3.22.2 Is subject to any order, judgment, or decree of any court of competent jurisdiction, entered within five (5) years before any Applicable Date, that, as of such Applicable Date, restrains or enjoins such person from engaging or continuing in any conduct or practice:

(a) In connection with the purchase or sale of any security;

(b) Involving the making of any false filing with the SEC; or

(c) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment advisor, or paid solicitor of purchasers of securities.

3.22.3 Is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions), a state authority that supervises or examines banks, savings associations or credit unions, a state insurance commission (or an agency or officer of a state performing like functions), an appropriate federal banking agency, the U.S. Commodity Futures Trading Commission, or the National Credit Union Administration that:

(a) As of any Applicable Date, bars the person from:

(i) Association with an entity regulated by such commission, authority, agency, or officer;

(ii) Engaging in the business of securities, insurance, or banking; or

(iii) Engaging in savings association or credit union activities.

(b) Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten (10) years before any Applicable Date.

3.22.4 Is subject to an order of the SEC pursuant to sections 15(b) or 15B(c) of the Exchange Act or section 203(e) or (f) of the Investment Advisers Act of 1940 (the “Investment Advisers Act”) that, as of any Applicable Date:

(a) Suspends or revokes such person’s registration as a broker, dealer, municipal securities dealer, or investment advisor;

(b) Places limitations on the activities, functions, or operations of such person; or



(c) Bars such person from being associated with any entity or from participating in the offering of any penny stock.

3.22.5 Is subject to any order of the SEC entered within five (5) years before any Applicable Date, that, as of such Applicable Date, orders the person to cease and desist from committing or causing a violation or future violation of:

(a) Any scienter-based anti-fraud provisions of the federal securities laws including, without limitation, section 17(a)(1) of the Securities Act, section 10(b) of the Exchange Act and 17 CFR 240.10b-5, section 15(c)(1) of the Exchange Act, and section 206(1) of the Investment Advisers Act, or any other rule or regulation thereunder; or

(b) Section 5 of the Securities Act.

3.22.6 Is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade.

3.22.7 Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years of any Applicable Date, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption or, is, as of any Applicable Date, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued.

3.22.8 Is subject to a United States Postal Service false representation order entered within five (5) years before any Applicable Date, or is, as of any Applicable Date, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

3.23 The Soliciting Dealer, as agent of the Issuer, agrees that if it delivers the Offering Materials and any other related Offering documents to a prospective Investor electronically via email or other electronic or digital delivery, the Soliciting Dealer will:

3.23.1 Receive such prospective Investor's prior, informed consent to such delivery in the form provided by the Issuer; and

3.23.2 Comply with all of the provisions of the Policy Regarding Use of Electronic Offering Documents and Subscription Agreements included in the NASAA Statement of Policy Regarding Use of Electronic Offering Documents and Electronic Signatures.

3.24 The Soliciting Dealer, as agent of the Issuer, agrees that if it uses electronic signatures in connection with the Offering, it will:

3.24.1 Receive a prospective Investor's prior, informed consent to obtain the use of electronic signatures in the form provided by the Issuer; and

3.24.2 Comply with all of the provisions of the Policy Regarding Use of Electronic Signatures included in the NASAA Statement of Policy Regarding Use of Electronic Offering Documents and Electronic Signatures.

3.25 The Soliciting Dealer agrees not to execute any transaction in which an Investor invests in the Securities in a discretionary account without prior written approval of the transaction by the Investor.

3.26 Except as otherwise stated, the representations and warranties made in this Section 3 are and will be continuing representations and warranties. In the event that any of these representations or warranties is incorrect or becomes untrue, the Soliciting Dealer will immediately notify the Managing Broker-Dealer in writing of the fact which makes the representation or warranty incorrect or untrue.

#### 4. Compensation.

4.1 Subject to certain conditions, and in consideration of the Soliciting Dealer's services, the Managing Broker-Dealer will pay the Soliciting Dealer the Sales Commission and marketing allowances as set forth in the cover sheet.

4.2 Payment of the Commissions and the Allowances will be subject to the following conditions:

4.2.1 No Commissions or Allowances will be payable with respect to any Investment Agreements that are rejected by the Issuer or the Managing Broker-Dealer, or if the Issuer terminates the Offering for any reason whatsoever.

4.2.2 No Commissions or Allowances will be payable to the Soliciting Dealer with respect to any sale of the Securities by the Soliciting Dealer unless and until such time as the Issuer has received the total proceeds of any such sale and the Managing Broker-Dealer has received the aggregate amount of sales commission to which it is entitled.

4.2.3 All other expenses incurred by the Soliciting Dealer in the performance of its obligations, including, but not limited to, expenses related to the Offering and any attorneys' fees, will be at the Soliciting Dealer's sole cost and expense, whether or not the Offering is consummated.

4.3 Once commissions or allowances become payable, they will be paid within thirty (30) days of receipt by the Managing Broker-Dealer of such commissions or allowances from the Issuer. The Soliciting Dealer agrees that, in the event the Issuer has paid any commissions or allowances to the Managing Broker-Dealer, the Soliciting Dealer will look solely to the Managing Broker-Dealer for payment of any commissions or allowances.

4.4 If a purchase is revoked or rescinded, the Soliciting Dealer will be obligated to return to the Managing Broker-Dealer any commissions or allowances previously paid to the Soliciting Dealer in connection with such purchase.

5. Solicitation.

5.1 In soliciting persons to acquire the Securities, the Soliciting Dealer agrees to comply with any applicable requirements of the Securities Act, the Exchange Act, applicable state securities laws, rules and regulations, and FINRA rules. The Soliciting Dealer also agrees that it will not give any information or make any representations other than those contained in the Offering Materials and in any supplemental sales literature furnished to the Soliciting Dealer by the Managing Broker-Dealer or the Issuer for use in making such solicitations.

5.2 The Soliciting Dealer will conduct all solicitation and sales efforts in conformity with the applicable exemption under the Securities Act, and exemptions available under applicable state law. The Soliciting Dealer will conduct reasonable investigation to ensure that all prospective Investors are not (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 133224, 66 Fed. Reg. 49079 (September 25, 2001) or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable enabling legislation or other Executive Orders in respect thereof (such lists are collectively referred to as "Lists") or (ii) owned or controlled by, nor act for or on behalf of, any person or entity on the Lists.

5.3 Each party agrees to promptly provide to the other party copies of any written or otherwise documented complaints from customers of the Soliciting Dealer received by such party relating in any way to the Offering (including, but not limited to, the manner in which the Securities are offered by the Soliciting Dealer).

6. Offer and Sale Activities. It is understood that under no circumstances will the Soliciting Dealer solicit securities in any state other than those for which permission has been granted by the Managing Broker-Dealer. It is further understood that the Soliciting Dealer will notify the Managing Dealer of subscriptions it receives within two (2) business days of receipt so that it may make any required federal or state law filings.

7. Relationship of Parties. The Soliciting Dealer is not an employee, agent or representative of, or in association with, or in partnership with, the Managing Broker-Dealer, the Sponsor, or the Issuer. The Managing Broker-Dealer will be under no liability to make any payment to the Soliciting Dealer except out of the funds received by it from the Issuer. The Managing Broker-Dealer will not be under any liability for the value or validity of subscriptions, the Securities, or the performance by anyone of any agreement on its part, or for any matter connected with this Agreement, except for lack of good faith by the Managing Broker-Dealer, and obligations expressly assumed by the Managing Broker-Dealer in this Agreement.

8. Indemnification and Contribution. The Soliciting Dealer agrees and acknowledges that it will be entitled to the rights, and be subject to the obligations and liabilities, of the indemnification and contribution provisions contained in the MBD Agreement, including without limitation, the provisions by which the Soliciting Dealer agrees to indemnify and hold harmless the Issuer, the Sponsor, and the Managing Broker-Dealer and their respective owners, managers, members, trustees, partners, shareholders, directors, officers, employees, agents, attorneys, and accountants.

9. Privacy Act. To protect Customer Information (as defined below) and to comply as may be necessary with the requirements of the Gramm-Leach-Bliley Act, relevant state and federal regulations, and state privacy laws, the parties wish to include the confidentiality and non-disclosure obligations set forth below.

9.1 “Customer Information” means any information contained on a customer’s subscription, or other form, and all nonpublic personal information about a customer that a party receives from the other party. Customer Information includes but is not limited to: name; address; telephone number; social security number; health information; and personal financial information (which may include consumer account number).

9.2 The parties understand and acknowledge that they may be financial institutions subject to applicable federal and state customer and consumer privacy laws and regulations, including Title V of the Gramm-Leach-Bliley Act (15 U.S.C. 6801, et seq.) and its subsidiary regulations (collectively, the “Privacy Laws”). Any Customer Information that one party receives from the other party is received with limitations on its use and disclosure. The parties agree that they are prohibited from using the Customer Information received from the other party other than:

(i) as required by law, regulation or rule or

(ii) to carry out the purposes for which one party discloses Customer Information to the other party pursuant to this Agreement.

9.3 The parties will establish and maintain safeguards against the unauthorized access, destruction, loss, or alteration of Customer Information in their control which are no less rigorous than those maintained by a party for its own information of a similar nature. In the event of any improper disclosure of any Customer Information, the party responsible for the disclosure will immediately notify the other party.

9.4 The provisions of Section 8 and this Section 9 will survive the termination of this Agreement.

10. Survival of Representations and Warranties. Except as the context otherwise requires, all representations, warranties, and agreements contained in this Agreement and in the applicable provisions of the MBD Agreement will be deemed to be representations, warranties and agreements at and through the Offering Termination Date, including the indemnity agreement contained in Sections 9, 10, and 11, the contribution agreements contained in Section 12, and the representations and warranties of the Sponsor contained in Section 2.7 of the MBD Agreement. These provisions in the MBD Agreement will remain operative and in full force and effect regardless of any investigation made by the Managing Broker-Dealer, the Soliciting Dealer, or any controlling person, and will survive the sale of, and payment for, the Securities and the termination of this Agreement.

11. Termination. The Soliciting Dealer will suspend or terminate the Offering upon request of the Issuer or the Managing Broker-Dealer at any time and will resume the Offering upon the subsequent request of the Issuer or the Managing Broker-Dealer. This Agreement may be terminated by the Managing Broker-Dealer at any time upon five (5) days written notice to the Soliciting Dealer. This Agreement may be terminated by the Soliciting Dealer at any time upon five (5) days written notice to the Managing Broker-Dealer.

12. Managing Broker-Dealer Obligations.

12.1 Notifications. The Managing Broker-Dealer will provide prompt written notice to the Soliciting Dealer of any material changes to the Offering Materials that in its best judgment could materially and adversely affect the Soliciting Dealer with respect to the Offering.

12.2 Records. The Managing Broker-Dealer will retain in its records and make available to the Soliciting Dealer, for a period of at least six (6) years following the Offering Termination Date, any communications and information with respect to a prospective Investor that has otherwise not been provided to the Soliciting Dealer.

12.3 Filings. The Managing Broker-Dealer will complete, or ensure that the Issuer completes, the required initial filing for any Offering. If the Offering is conducted under Regulation D, the Managing Broker-Dealer will file the initial 5123 with FINRA containing both the Offering Materials and any sales material created by the Issuer, approved by and distributed by the Managing Broker-Dealer to the Soliciting Dealer. The Managing Dealer will also amend the 5123 filing on a timely basis to add the Soliciting Dealer's name to the filing. The Managing Dealer will also provide a copy of this filing to the Soliciting Dealer upon request. For the avoidance of doubt, the Managing Dealer will not update the 5123 with any sales material that was not created by the Issuer and distributed by the Managing Broker-Dealer.

13. Governing Law. This Agreement will be governed by, subject to and construed in accordance with the laws of the state of Virginia without regard to conflict of law provisions.

14. Venue. The venue for any dispute will be in the state or federal courts in Richmond, Virginia, except that: (i) a party may seek injunctive or other equitable relief in any state or federal court of competent jurisdiction for any actual or alleged infringement of any intellectual property or other proprietary rights; (ii) MIT may seek the payment of Fees in a state or federal court where the defendant resides or has assets.

15. Severability. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, (i) the remainder of this Agreement will be considered valid and operative and (ii) effect will be given to the intent manifested by the portion held invalid or inoperative.

16. Counterparts; Electronic and Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, and together will constitute one and the same instrument. This Agreement may be executed via electronic or facsimile signature, each of which will be deemed an original signature.

17. Modification or Amendment. This Agreement may not be modified or amended except by written agreement executed by the parties hereto.

18. Notices. All communications hereunder, except as otherwise specifically provided, will be in writing and, (i) if sent to the Managing Broker-Dealer, will be mailed or delivered to MIT ASSOCIATES, LLC, PO Box 774, Tiburon, CA 94920 Attn:Chief Compliance Officer, (ii) if sent to the Soliciting Dealer, will be mailed or delivered to the Soliciting Dealer at the address set forth on the cover page. The notice will be deemed to be received on the date of its actual receipt by the party entitled to notice.

19. Parties. This Agreement will be binding upon and inure solely to the benefit of the parties, the persons referred to in Sections 9, 10, 11, and 12 of the MBD Agreement, and their respective successors and assigns. No other person will have or will be construed to have any legal or equitable right, remedy, or claim under, in respect of, or by virtue of, this Agreement or any provision contained herein.

20. Delay. Neither the failure nor any delay on the part of any party to this Agreement to exercise any right, remedy, power, or privilege under this Agreement will operate as a waiver, nor will a waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any subsequent occurrence.

21. Recovery of Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding (and any additional proceeding for the enforcement of a judgment) in addition to any other relief to which it or they may be entitled.

22. Entire Agreement. This Agreement, along with the applicable provisions of the MBD Agreement, constitute the entire understanding between the parties hereto and supersede any prior understandings or written or oral agreements between them respecting the subject matter hereof.

23. Anti-Money Laundering Compliance Programs.

23.1 The Soliciting Dealer's acceptance of this Agreement constitutes a representation to the Managing Broker-Dealer that the Soliciting Dealer has established and implemented an anti-money laundering ("AML") compliance program ("AML Program"), in accordance with FINRA Rule 3310 and Section 352 of the Money Laundering Abatement Act, the Bank Secrecy Act, as amended, and Section 326 of the Patriot Act of 2001, which are reasonably expected to detect and cause reporting of suspicious transactions in connection with the sale of Securities. In addition, the Soliciting Dealer represents that it has established and implemented a program ("OFAC Program") for compliance with OFAC and will continue to maintain its OFAC Program during the term of this Agreement. Upon request by the Managing Broker-Dealer at any time, the Soliciting Dealer agrees to:

(i) furnish a copy of its AML Program and OFAC Program to the Managing Broker-Dealer for review and

(ii) furnish a copy of the findings and any remedial actions taken in connection with the Soliciting Dealer's most recent independent testing of its AML Program and/or its OFAC Program.

23.2 The parties acknowledge that for the purposes of the FINRA rules the Investors who purchase Securities through the Soliciting Dealer are customers of the Soliciting Dealer and not the Managing Broker-Dealer. Nonetheless, to the extent that the

Managing Broker-Dealer deems it prudent, the Soliciting Dealer will cooperate with the Managing Broker-Dealer's auditing and monitoring of the Soliciting Dealer's AML Program and its OFAC Program by providing, upon request, information, records, data, and exception reports related to the Issuer's investors introduced to, and serviced by, the Soliciting Dealer (the "Customers").

23.2.1 Such documentation could include, among other things:

- (i) copies of the Soliciting Dealer's AML Program and its OFAC Program,
- (ii) documents maintained pursuant to the Soliciting Dealer's AML Program and its OFAC Program related to the Customers,
- (iii) any suspicious activity reports filed related to the Customers,
- (iv) audits and any exception reports related to the Soliciting Dealer's AML activities, and
- (v) any other files maintained related to the Customers.

In the event that such documents reflect, in the opinion of the Managing Broker-Dealer, a potential violation of the Managing Broker-Dealer's obligations in respect of its AML or OFAC requirements, the Soliciting Dealer will permit the Managing Broker-Dealer to further inspect relevant books and records related to the Customers (with respect to the Offering) and the Soliciting Dealer's compliance with AML or OFAC requirements.

23.3 Notwithstanding the foregoing, the Soliciting Dealer will not be required to provide to the Managing Broker-Dealer any documentation that, in the Soliciting Dealer's reasonable judgment, would cause the Soliciting Dealer to lose the benefit of attorney-client privilege or other privilege which it may be entitled to assert relating to the discoverability of documents in any civil or criminal proceedings.

23.4 The Soliciting Dealer represents that it is currently in compliance with all AML rules and all OFAC requirements, specifically including, but not limited to, the Customer Identification Program requirements under Section 326 of the USA PATRIOT Act.

23.5 The Soliciting Dealer agrees, upon request by the Managing Broker-Dealer to:

- (i) provide an annual certification to the Managing Broker-Dealer that, as of the date of such certification:

(A) its AML Program and its OFAC Program are consistent with the AML Rules and OFAC requirements, it has continued to implement its AML Program and its OFAC Program, and

(B) it is currently in compliance with all AML Rules and OFAC requirements, specifically including, but not limited to, the Customer Identification Program requirements under Section 326 of the USA PATRIOT Act; and

(ii) perform and carry out, on behalf of both the Managing Broker-Dealer and the Issuer, the Customer Identification Program requirements in accordance with Section 326 of the USA PATRIOT Act and applicable SEC and Treasury Department Rules thereunder.

24. Due Diligence. Pursuant to the MBD Agreement, the Issuer will authorize a collection of information regarding the Offering (the “Due Diligence Information”), which collection the Issuer may amend and supplement from time to time, to be delivered by the Managing Broker-Dealer to the Soliciting Dealer (or its agents performing due diligence) in connection with its due diligence review of the Offering. In the event the Soliciting Dealer (or its agent performing due diligence) requests access to additional information or otherwise wishes to conduct additional due diligence regarding the Offering, the Issuer, the Sponsor, or the Sponsor’s affiliates, then the Managing Broker-Dealer will reasonably cooperate with the Soliciting Dealer to accommodate such request. All Due Diligence Information received by the Soliciting Dealer in connection with its due diligence review of the Offering is confidential and will be maintained as confidential and not disclosed by the Soliciting Dealer, except to the extent such information is disclosed in the Offering Materials.

25. Managing Broker-Dealer Representations. The Managing Broker-Dealer represents and warrants as of any Applicable Date to the Soliciting Dealer that none of (i) the Managing Broker-Dealer, (ii) any general partner or managing member of the Managing Broker-Dealer, (iii) any director, executive officer, other officer participating in the Offering, general partner, or managing member of the Managing Broker-Dealer or (iv) any person that has been or will be paid (directly or indirectly) remuneration for solicitation of Investors in connection with the sale of the Securities:

25.1 Has been convicted, within ten (10) years of any Applicable Date of any felony or misdemeanor that was:

25.1.1 In connection with the purchase or sale of any security;

25.1.2 Involving the making of any false filing with the SEC; or

25.1.3 Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment advisor, or paid solicitor of purchasers of securities.

25.2 Is subject to any order, judgment, or decree of any court of competent jurisdiction, entered within five (5) years before any Applicable Date, that, as of such Applicable Date, restrains or enjoins such person from engaging or continuing in any conduct or practice:

25.2.1 In connection with the purchase or sale of any security;



25.2.2 Involving the making of any false filing with the SEC; or

25.2.3 Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment advisor, or paid solicitor of purchasers of securities.

25.3 Is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions), a state authority that supervises or examines banks, savings associations or credit unions, a state insurance commission (or an agency or officer of a state performing like functions), an appropriate federal banking agency, the U.S. Commodity Futures Trading Commission, or the National Credit Union Administration that:

25.3.1 As of any Applicable Date, bars the person from:

(a) Association with an entity regulated by such commission, authority, agency, or officer;

(b) Engaging in the business of securities, insurance, or banking; or

(c) Engaging in savings association or credit union activities.

25.3.2 Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten (10) years before any Applicable Date.

25.4 Is subject to an order of the SEC pursuant to sections 15(b) or 15B(c) of the Exchange Act or section 203(e) or (f) of the Investment Advisers Act that, as of any Applicable Date:

25.4.1 Suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, or investment advisor;

25.4.2 Places limitations on the activities, functions, or operations of such person; or

25.4.3 Bars such person from being associated with any entity or from participating in the offering of any penny stock.

25.5 Is subject to any order of the SEC entered within five (5) years before any Applicable Date, that, as of such Applicable Date, orders the person to cease and desist from committing or causing a violation or future violation of:

25.5.1 Any scienter-based anti-fraud provisions of the federal securities laws including, without limitation, section 17(a)(1) of the Securities Act, section 10(b) of the Exchange Act and 17 CFR 240.10b-5, section 15(c)(1) of the Exchange Act, and section 206(1) of the Investment Advisers Act, or any other rule or regulation thereunder; or

25.5.2 Section 5 of the Securities Act.

25.6 Is suspended or expelled from membership in or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade.

25.7 Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years of any Applicable Date, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption or, is, as of any Applicable Date, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued.

25.8 Is subject to a United States Postal Service false representation order entered within five (5) years before any Applicable Date, or is, as of any Applicable Date, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

Except as otherwise stated, the representations and warranties made in this Section 25 are and will be continuing representations and warranties. In the event that any of these representations or warranties becomes untrue or is incorrect, the Managing Broker-Dealer will immediately notify the Soliciting Dealer in writing of the fact which makes the representation or warranty untrue or incorrect.

26. Electronic Delivery of Information; Electronic Processing of Subscriptions. Pursuant to the MBD Agreement, the Issuer has agreed to confirm all orders for the purchase of the Securities accepted by the Issuer. In addition, the Issuer, the Managing Broker-Dealer, or third parties engaged by the Issuer or the Managing Broker-Dealer, may, from time to time, provide to the Soliciting Dealer copies of Issuer letters, annual reports, and other communications provided to the holders of the Securities. The Soliciting Dealer agrees that, to the extent practicable and permitted by law, all confirmations, statements, communications, and other information provided to or from the Issuer, the Managing Broker- Dealer, the Soliciting Dealer, or their agents or customers may be provided electronically.

With respect to the Securities held through custodial accounts, the Soliciting Dealer agrees and acknowledges that to the extent practicable and permitted by law, all confirmations, statements, communications and other information provided from the Issuer, the Managing Broker-Dealer, or their agents to the holders of the Securities may be provided solely to the custodian that is the registered owner of the Securities, rather than to the beneficial owners of the Securities. In such case, it will be the responsibility of the custodian to distribute the information to the beneficial owners of the Securities.

The Soliciting Dealer agrees and acknowledges that the Managing Broker-Dealer may use an electronic platform to process subscriptions. If an electronic platform is used, the Soliciting Dealer agrees to cooperate with the processing of subscriptions through such an electronic platform.

27. Third Party Beneficiaries. The Issuer and its affiliates, successors, and assigns are express third party beneficiaries of Sections 2 and 3 of this Agreement.

28. Successors and Assigns. No party will assign this Agreement or any right, interest, or benefit under this Agreement without the prior written consent of the other party. This Agreement will be binding upon the Managing Broker-Dealer and the Soliciting Dealer and their respective successors and permitted assigns.

## **Rule 506(d) and 506(e) Questionnaire**

**MiT Associates, LLC  
PO BOX  
Tiburon, CA 94920**

Sponsor, in connection with the sale of Securities, intends to rely on SEC Rule 506 of Regulation D under the Securities Act of 1933 (“Rule 506”) for the exemption from the registration requirements of the Securities Act of 1933 and applicable state securities laws. Recent amendments to Rule 506 disqualify an issuer from using the exemption provided by Rule 506 if one or more “bad actor” disqualifying events are applicable to the issuer or certain issuer-related parties, or to paid solicitors of purchasers or certain solicitor-related parties.

In order to comply with Rule 506, as amended, we are requesting each broker that signs a Soliciting Dealer Agreement to confirm whether any Covered Person is subject to any of the Disqualifying Events (as such terms are defined below). Please check the appropriate box for Items (i) through (viii) below, sign and date the confirmation and return it to MiT Associates, LLC, PO Box 774, Tiburon, CA 94920 or by e-mail: [dwford@mit-bd.com](mailto:dwford@mit-bd.com).

In the case that you indicate “Yes” for any of the below Items, please provide details in writing on why you answered “Yes” when you return this form.

Covered Persons: (1) The Soliciting Dealer, (2) registered representatives of, or other persons associated with, the Soliciting Dealer that have been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of Securities, (3) any general partner or managing member of the Soliciting Dealer, (4) any director, executive officer, other officer participating in the offer of Securities of the Soliciting Dealer, or any general partner or managing member of the Soliciting Dealer (referred to below individually as a “Covered Person” and collectively as “Covered Persons”).

Disqualifying Event: Any of the events specified in Items (i) – (viii) below that applies to a Covered Person (referred to below as a “Disqualifying Event”).

Please confirm (by checking the appropriate boxes for Items (i) – (viii) below) whether or not any Covered Person:

(i) Has been convicted, within ten (10) years before the Effective Date, of any felony or misdemeanor: (A) in connection with the purchase or sale of any security, (B) involving the making of any false filing with the Securities and Exchange Commission (“SEC”), or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities.

☐ Yes ☐ No

(ii) Is subject to any order, judgment, or decree of any court entered within five (5) years before the Effective Date that, as of the Effective Date (and/or as of the date hereof), restrains or enjoins the applicable Covered Person from engaging or continuing to engage in

any practice: (A) in connection with the purchase or sale of any security, (B) involving the making of any false filing with the SEC, or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities. \_\_\_\_Yes \_\_\_\_No

(iii) Is subject to a final order of a state securities commission (or agency or officer of a state performing like functions), a state authority that supervises or examines banks, savings associations or credit unions, a state insurance commission (or an agency or officer of a state performing like functions), an appropriate federal banking agency, the U.S. Commodity Futures Trading Commission, or the National Credit Union Administration that: (A) as of the Effective Date (and/or as of the date hereof), bars the applicable Covered Person from (1) association with an entity regulated by such commission, authority, agency, or officer, (2) engaging in the business of securities, insurance, or banking, or (3) engaging in savings association or credit union activities, or (B) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten (10) years before the Effective Date. \_\_\_\_Yes \_\_\_\_No

Note: For the purpose of this inquiry, “final order” means a written directive or declaratory statement issued by a federal or state commission, authority, agency, or officer described above under applicable statutory authority that provides for notice and an opportunity for hearing, which constitutes a final disposition or action by such commission, authority, agency, or officer.

(iv) Is subject to an order of the SEC entered pursuant to (A) section 15(b) or 15 B(c) of the Securities Exchange Act of 1934, (B) or section 203(e) or 203(f) of the Investment Advisers Act of 1940 that, as of the Effective Date (and/or as of the date hereof): (1) suspends or revokes the applicable Covered Person’s registration as a broker, dealer, municipal securities dealer, or investment adviser, (2) places limitations on the activities, functions, or operations of such Covered Person, or (3) bars such Covered Person from being associated with any entity or from participating in the offering of any penny stock. \_\_\_\_Yes \_\_\_\_No

(v) Is subject to any order of the SEC entered within five (5) years before the Effective Date that, as of the Effective Date (and/or as of the date hereof), orders the applicable Covered Person to cease and desist from committing or causing a future violation of: (A) any scienter-based anti-fraud provision of the federal securities laws, including, but not limited to, (1) section 17(a)(1) of the Securities Act of 1933, (2) section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 thereunder, and section 206(1) of the Investment Advisers Act of 1940, or any other rule or regulation thereunder, or (B) Section 5 of the Securities Act of 1933. \_\_\_\_Yes \_\_\_\_No

(vi) Is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade. \_\_\_\_Yes \_\_\_\_No

(vii) Has filed (as a registrant or issuer), or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years before the Effective Date, was the subject of a refusal order, stop order, or order suspending the Regulation A Exemption, or is, as of the Effective Date (and/or as of the date

hereof), the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued. \_\_\_Yes \_\_\_No

(viii) Is subject to a United States Postal Service false representation order entered within five (5) years before the Effective Date, or is, as of the Effective Date (and/or as of the date hereof), subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.  
\_\_\_Yes \_\_\_No