# **Subscription Agreement**



These Investor Application Signature Pages must be completed by the Subscriber and his/her financial advisor or registered representative (together "Financial Advisor" or "FA") and submitted, along with the full subscription amount, at least five (5) business days prior to the close of the subscription period in order for the Subscriber's subscription to be processed. For timely approval and execution, please ensure all sections have been completed and signed properly.

Subscribers should retain a copy of the Investor Application as well as a copy of these Signature Pages for their records.

If you have any questions about how to complete these Signature Pages, please contact your Financial Advisor. Investor Application Signature Pages may only be completed by the Subscriber, who has received the related offering materials for Princeton Everest Fund (the "Fund"). ALL SUBSCRIPTIONS ARE SUBJECT TO ACCEPTANCE BY THE FUND IN ITS SOLE DISCRETION.

# **1. INTRODUCTION AND SUBSCRIBER INFORMATION**

These Investor Application Signature Pages relate to your subscription to Princeton Everest Fund.

Only the Fund, for which you have requested and recently received offering materials, is available for investment through these Signature Pages. All information that must be provided in order to subscribe to the Fund is included in these Signature Pages, which forms an integral part of the Fund's Investor Application.

An investment in the Fund is suitable only for sophisticated investors who are each an "Eligible Investor" (as that term is defined in the Prospectus) and who have the financial resources and the willingness to accept the substantial risks associated with such an investment and for whom an investment in the Fund does not constitute a complete investment program. The risks associated with an investment in the Fund are described in the Fund's Prospectus (including all parts, supplements, appendices and exhibits thereto, the "Prospectus").

By submitting these Signature Pages, in connection with a subscription to the Fund, the Subscriber hereby: (1) agrees that he, she or it has received and carefully read the Fund's Prospectus prior to deciding whether to invest in the Fund, and (2) makes and affirms all of the representations, warranties, agreements, acknowledgements and undertakings set forth in the Fund's Investor Application.

Investors participating in the Fund through both taxable and tax-exempt accounts must submit separate Signature Pages for each such account.

### 2. SUBSCRIPTION AMOUNT

This subscription agreement is for the share classes listed below. Please consult with your Financial Advisor regarding the account type and commissions structure of your investment and indicate the share class you want to purchase and the subscription amount. The Prospectus contains information regarding the different share classes.

Amount of Subscription\*\*\*\*:

State of Sale:	Class T shares*:	*Minimum Investment is \$25,000. **Minimum Investment is \$50,000.
	Class II shares*:	***Minimum Investment is \$35,000.
	Class AA shares*:	
	Class C shares*:	
	Class L shares*:	
	Class I shares**:	
	Class A shares***:	

\*\*\*\* Money Orders, Traveler's Checks, Starter Checks, Foreign Checks, Counter Checks, Third-Party Checks or Cash cannot be accepted.

3. ACCOUNT TYPE (Check ONE box on	ly)	
<ul> <li>Individual (If applicable, attach TOD form)</li> <li>Joint Tenant<sup>1</sup> (If applicable, attach TOD form)</li> <li>Tenants in Common<sup>1</sup></li> <li>Community Property<sup>1</sup></li> <li>Trust<sup>2,3</sup></li> </ul>	<ul> <li>S-Corporation<sup>2</sup></li> <li>C-Corporation<sup>2</sup></li> <li>Partnership<sup>2</sup></li> <li>Pension Plan<sup>2</sup></li> <li>Profit Sharing Plan<sup>2</sup></li> </ul>	<ul> <li>☐ 401K</li> <li>☐ Traditional (Individual) IRA</li> <li>☐ Simple IRA</li> <li>☐ SEP IRA</li> <li>☐ ROTH</li> </ul>
Limited Liability Company <sup>2</sup>	KEOGH Plan <sup>2</sup> Other <sup>2</sup>	IRA Beneficial IRA as Beneficiary for: (Name of Deceased Owner)

(1) All parties must sign. (2) Please attach pages of trust/plan document (or corporate/entity resolution) which lists the name of trust/plan/entity, trustees/officers or authorized signatories, signatures and date. (3) The Certification of Investment Powers for Trust Accounts form may be completed in lieu of providing trust documents.

# 4. ACCOUNT INFORMATION (SSN OR TIN REQUIRED)

Investor/Trustee 1 Name	
SSN/TIN	DOB
Investor/Trustee 2 Name	
SSN/TIN	DOB

	> Pleas	Please complete if registration of shares is different than above:				
	Account	Registration				
		Taxable ID				
Legal A	ddress		City			
			State	Zip Code		
-	Address [		City			
(If same as please writ			State	Zip Code		
Phone	(Day)		Phone (Evenin	(p		
E-mail	[					
🗌 US	Citizen	🗌 US Cit	izen residing outside the US 🛛 Foreign citizen, country			

A U.S. Social Security number or Taxpayer Identification Number is required for all entities and authorized signers to open an account. Nonresident Aliens must supply a completed and signed original IRS Form W-8BEN.

#### CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

**Consent.** By providing your email address above, you are giving us your informed consent to email delivery of all notices, disclosures, regulatory communications, tender offers and other information and records regarding your investment in the Fund ("Communications"). **Risks and Costs.** You acknowledge that the internet is not a secure network and that communications transmitted over the internet may be accessed by unauthorized or unintended third parties. Emails on rare occasions may fail to transmit properly. We do not charge any fees for sending Communications electronically. You acknowledge that you must bear any costs associated with accessing email, such as charges from internet access providers.

**Duration of Consent.** Your consent will remain in effect until you revoke it. You understand that it may take up to ten (10) business days to process a revocation of consent to electronic delivery, and you may receive electronic notifications in the interim. If your consent is revoked, we will provide Communications to you through non-electronic means.

Valid Email Address. You certify that the email address provided to us is your valid email address. You agree to maintain that email address and to continue to have access to the internet. If your email address changes from the one provided to us, you agree to immediately notify us of the new email address.

Notifications and Support. To revoke your consent or notify us of a change of your email address, or if you are unable to access any Communication, please contact us at (855) 924-2454.

# 5. CUSTODIAN/THIRD PARTY ADMINISTRATOR INFORMATION

Custodian/Administrator Name	
Custodian/Administrator Address 1	
Custodian/Administrator Address 2	
Custodian/Administrator City	State Zip Code
Custodian/Administrator Phone No.	
Custodian/Administrator Tax ID	
Investor's Account No. with Custodian	n/Administrator

By executing this Subscription Agreement, the Custodian/Administrator certifies to the Fund that the shares purchased pursuant to this Subscription Agreement are held for the benefit of the investor named in section 4 of this Subscription Agreement (the "Beneficial Owner"). The Custodian/Administrator agrees to notify the Fund promptly, but in any event within 30 days of any change in the names of the Beneficial Owner or the number of shares for which the Custodian/Administrator holds shares. The Custodian/Administrator confirms that the Fund is entitled to rely on these representations for purposes of determining the shareholders entitled to notice of or to vote at each annual or special meeting of shareholders of the Fund until delivery by the Custodian/Administrator to the Fund in respect of any annual or special meeting of shareholders, but on or prior to the date of such annual or special meeting of shareholders entitled to role of the share transfer books of the Fund in respect of any annual or special meeting of shareholders, but on or prior to the date of such annual or special meeting of shareholders of the Fund). Each Beneficial Owner (and not the Custodian/Administrator) will then be deemed the holder of record for the shares of beneficial interest for purposes of determining the shareholders of the Fund). Each Beneficial Owner (and not the Custodian/Administrator) will then be deemed the holder of record for the shares of beneficial interest for purposes of determining the shareholders holding shares of beneficial interest or to vote at each annual or special meeting of shareholders.

# 6. DISTRIBUTION INFORMATION

**Distribution Options -** Subscriber agrees that all distributions paid from time to time by the Fund to the Subscriber will be reinvested in shares of the Fund, unless one of the opt-out selections is checked below:

### Select a box below only if Subscriber elects to opt-out of reinvestment in Fund shares.

Via Check - Send distributions to Investor's address of record (not available without custodial approval, if applicable).

Direct Deposit (Attach Voided Check) - I authorize Princeton Everest Fund, or its agent (collectively, "PEF") to deposit my distributions in the checking or savings (not available for brokerage accounts) account identified below. This authority will remain in force until I notify PEF in writing to cancel it. In the event that PEF deposits funds erroneously into my account, PEF is authorized to debit my account for an amount not to exceed the amount of the erroneous deposit (not available without custodial approval).

Financial Institut	tion Name		Checking	Savings
ABA/Routing No	D.	Account No.		
Send distribut	tions via check to alternate payee listed below (not availab	le without custodial approval, if app	icable)	
Name				
Address				
City	State	Zip C	ode	
Account No.				

## 7. BROKER-DEALER AND FINANCIAL ADVISOR INFORMATION

Selling Agreement must be executed with Northern Lights Distributors, LLC to be listed as agent/firm of record.

Broker-Dealer Name					
Advisor Name	Rep. No.				
Advisor's Company Name	Branch ID				
Advisor's Address					
Advisor's City	State Zip Code				
Advisor's Phone No.	Fax No.				
Advisor's E-mail Address					

**REGISTERED INVESTMENT ADVISER (RIA):** All sales of shares of beneficial interest must be made through a Broker-Dealer. If an RIA has introduced a sale, the sale must be conducted through (i) the RIA in its capacity as a Broker-Dealer, if applicable; (ii) a Registered Representative of a Broker-Dealer that is affiliated with the RIA, if applicable; or (iii) if neither (i) or (ii) is applicable, an unaffiliated Broker-Dealer.

### 8. ORDER INFORMATION AND SUBSCRIPTION DETAILS

#### Fund specific investor questions

- By checking this box, the Subscriber certifies he, she or it has not been subject to any Disqualifying Event as defined in the Investor Application and is not subject to any proceeding or event that could result in any such Disqualifying Event.
- By checking this box, the Subscriber certifies that he, she or it has received and read the Prospectus and the Investor Application of the Princeton Everest Fund and agrees to be bound by the terms and conditions of each. The Subscriber certifies that he, she or it has the authority and legal capacity to make this purchase and that he or she is of legal age, if applicable, in his or her state of residence.
- By checking this box, the Subscriber confirms that the contact information inserted above and on file with his/her Financial Advisor is true and correct.
- By checking this box the Subscriber confirms he, she or it understands that the Fund's shares are not insured by the Federal Deposit Insurance Corporation or any other government agency; and the shares are subject to investment risks, including the possible loss of the full amount invested.

## 9. SUITABILITY AND NATURE OF INVESTMENT (PLEASE CHECK ALL THAT APPLY)

#### a) Suitability and Nature of Investment

The Subscriber understands that an investment in the Fund is speculative, illiquid, and long-term, and does not constitute a complete investment program. The Subscriber confirms that the Subscriber has (either alone or with the Subscriber's advisors (including Subscriber's Financial Advisor), if any) sufficient knowledge and expertise to be able to evaluate the merits and risks of investing in the Fund. The Subscriber has considered the speculative and illiquid nature of an investment in the Fund within the context of the Subscriber's total investment portfolio, understands an investment in the Fund is only suitable, if at all, for a limited portion of the risk segment of the Subscriber's overall portfolio, and is willing and financially able to bear the various risks of such an investment, including the risk of total loss.

I have read and agree to the above.

### b) Verification of Status as Accredited Investor

The Subscriber has read the definition of an Accredited Investor set forth in the Fund's Investor Application and certifies that the Subscriber satisfies one or more of the following requirements. If Subscriber is an entity, Subscriber agrees to cause each of its beneficial owners to submit additional information, if requested by the Fund, to confirm its status as an Accredited Investor.

Please check all that apply:

- The Subscriber is a natural person who had an income in excess of \$200,000 in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year.
- The Subscriber is a natural person who, with his or her spouse, had a joint income in excess of \$300,000 in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year.
- □ The Subscriber is a natural person who has a net worth (or joint net worth with his or her spouse) in excess of \$1,000,000, excluding the value of the Subscriber's primary residence as well as the related amount of indebtedness secured by such primary residence (up to its fair market value) (except that if the amount of such indebtedness outstanding at the time of the sale of the shares exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability).
- The Subscriber is either a revocable trust (such as a living trust) or a trust formed for the purpose of acquiring the shares and for which, in either case, each grantor is an Accredited Investor.
- □ The Subscriber is a trust (e.g., a personal trust) that has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring the shares, and whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Fund.
- The Subscriber (i) is either a corporation, a partnership, a limited liability company, an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code, or a Massachusetts or similar business trust, (ii) has not been formed for the specific purpose of acquiring the shares, and (iii) has total assets in excess of \$5,000,000.
- The Subscriber is an entity and each beneficial owner of the Subscriber's securities is an Accredited Investor. Subscriber represents and warrants that it has confirmed that each beneficial owner of the Subscriber's securities is an Accredited Investor in its own right, and the Fund, based on this representation, has a reasonable basis to accept the Subscriber as an Accredited Investor.
- The Subscriber is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, and such plan has total assets in excess of \$5,000,000.
- The Subscriber is an employee benefit plan within the meaning of the U.S. Employee Retirement Income Security Act of 1974, and (i) the investment decision is made by a plan fiduciary, as defined in Section 3 (21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or (ii) the employee benefit plan has total assets in excess of \$5,000,000 or, (iii) if a self-directed plan, the investment decisions are made solely by persons that are Accredited Investors.
- The Subscriber is a bank, insurance company, investment company, private business development company, or broker dealer, which qualifies as an Accredited Investor. (Please describe): \_\_\_\_\_\_

#### c) Benefit Plan Investor

Please indicate below whether the Subscriber is a "benefit plan investor" as described in the Fund's Investor Application, and if so, whether the Subscriber is subject to ERISA. The Subscriber agrees to immediately notify his, her or its Financial Advisor and the Fund any changes to the following representation.

🗌 Yes 🗌 No

Benefit Plan Investor:	🗌 Yes	No	Subject to ERISA:
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#### d) Insurance Company General Account

If the Subscriber is an insurance company using assets of its general account to purchase shares, the Subscriber hereby represents and warrants that none of such assets used to purchase the shares or any other form of interest in the Fund represent the assets of "employee benefit plans" subject to the fiduciary responsibility provisions of ERISA, or "plans" subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code").

Insurance	Company General Account:	🗌 Yes	🗌 No
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# **10. INTERNAL REVENUE CODECERTIFICATION**

As required by federal law and under penalty of perjury, the Subscriber hereby represents, warrants and certifies as follows:

- 1. The Subscriber certifies that the Social Security/Taxpayer ID Number set forth in this document is the true, correct and complete Social Security/Taxpayer ID Number of the Subscriber.
- 2. The Subscriber is a "United States Person" (as defined in Section 7701(a)(30) of the Code) including a U.S. resident alien.
- 3. Unless the box below is checked, the Subscriber certifies that Subscriber is not subject to backup withholding because: (a) the Subscriber is exempt from backup withholding, or (b) the Subscriber has not been notified by the Internal Revenue Service (IRS) that the Subscriber is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified the Subscriber that the Subscriber is no longer subject to backup withholding. If the Subscriber has been notified by the IRS that the Subscriber is currently subject to backup withholding because the Subscriber has failed to report all interest and dividends on the Subscriber's tax return, please check the box below.
  - Check here if you are subject to backup withholding Please attach a copy of the withholding notice.

4. The FATCA code(s) entered on this form (if any) indicating that the Subscriber is exempt from FATCA reporting is correct. Exemption

#### from FATCA reporting code (if any):

By executing this Subscription Agreement, the Subscriber certifies items 1-4 above, and agrees to notify his/her Financial Advisor

and the Fund within 30 days of any change in the information set forth above.

# **11. COST BASIS ELECTION**

In order for us to determine the gain or loss when you redeem shares, the Fund must determine the "cost basis" for those shares. The cost basis is the value of each share at the time you acquired it. The law requires the Fund to select a default method to determine your cost basis.

The Fund has decided to use what is known as the Average Cost method. Under this method, the Fund will calculate the total cost of all shares in your account and divide that cost by the total shares in your account; this will determine the cost basis for the shares that you are redeeming. Please note that you are able to select a different method below if you would prefer it.

Note: IRS Regulations do not permit you to change the method used to determine the cost basis of a settled trade.

The Fund's default cost basis calculation method is Average Cost (if this is acceptable no selection is necessary, please move to Item 12). I choose a method other than Average Cost:

FIFO — First In, First Out (the Fund will redeem the oldest available shares first, using their cost basis to determine the gains or losses you incur on the redemption.)

Specific Identification (When you redeem shares, you must tell the Fund which particular shares you are selling; your gain or loss will vary based on the shares you select.)

# **12. IMPORTANT NOTICE: THE USA PATRIOT ACT**

In order to fight the funding of terrorist activity and money laundering, the Fund, Distributor, or other selling agent, like other financial institutions, is required by law to obtain, verify, and record information that identifies each person who opens an account, including legal persons such as corporations and partnerships. When an account is opened, you will be asked for information to identify the person opening the account and in some cases the persons controlling the account. You may also be asked for identifying corporate documentation. Such information, like all customer information, is confidential as required by law. The Subscriber hereby specifically confirms and acknowledges its representations relating to Money Laundering Prevention contained in the Fund's Investor Application.

# **13. SIGNATURES**

By executing and submitting these Signature Pages, the Subscriber represents that: (a) if an individual, the Subscriber is at least 21 years old and legally competent; (b) if an Entity, (i) the Subscriber has been duly formed, is validly existing and is in good standing under the laws of the jurisdiction of its formation with full power and authority to enter into the transactions contemplated by the Fund's current Prospectus, including the purchase of shares; (ii) based upon a review of the Subscriber's constitutional documents and/or based on consultation with counsel or advisors, the Subscriber is authorized to invest in the Fund; and (iii) the Signatory has been authorized by the Subscriber to execute and deliver these Signature Pages completed by the Subscriber; (c) the Subscriber has received and read the Fund's current Prospectus; (d) the Subscriber has received, read, understood, and agrees to each and every term of the Investor Application of the Fund; (e) these Signature Pages have been or will be duly and validly authorized, executed and delivered by the Subscriber; and (f) these Signature Pages (including the Investor Application) submitted by or on behalf of the Subscriber of the Fund constitute or will constitute valid, binding and enforceable agreements of the Subscriber, however, the Investor Application can be revoked prior to its acceptance by the Fund. Subscriber further acknowledges:

- · Shares are speculative and illiquid securities involving substantial risk of loss.
- The shares are not listed on any securities exchange, and it is not anticipated that a secondary market for shares will develop.
- Although the Fund may offer to repurchase shares from time to time, shares will not be redeemable at an investor's sole option nor will they be exchangeable for shares of any other fund.
- As a result, an investor may not be able to sell or otherwise liquidate his or her shares.
- The Fund may pay distributions in significant part from sources that may not be available in the future and that are unrelated to the Fund's performance, such as from offering proceeds, borrowings, and amounts from the Fund's affiliates that may be subject to repayment by the Fund.

If Fund shares are being purchased on behalf of an Investment Company (as that term is defined under the Investment Company Act of 1940, as amended ("the 1940 Act"), including investment companies that are not required to register under the 1940 Act pursuant to section 3(c)(1) or 3(c) (7) exemptions), I hereby certify that said Investment Company will limit its ownership to 3% or less of the Fund's outstanding shares.

By submitting these Signature Pages, the Subscriber hereby makes and affirms all of the representations, warranties, agreements, acknowledgements and undertakings set forth in these Signature Pages and the Fund's Investor Application.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. If custodial held account, Administrator or Custodian must sign.

SIGN HERE		SIGN HERE	
SignatureofInvestor	Date	Signature of Joint Investor or, for Custodial Held Accounts, of Custodian or Administrator	Date
PrintNameandTitleifanEntity	J	Print Name and Title if an Entity	

Investors will receive confirmations of their purchases upon acceptance of their subscriptions.

#### Financial Advisor Attestations: FA Must Sign below

The undersigned Financial Advisor hereby certifies that (please check all that apply):

- Financial Advisor has a substantial preexisting client relationship with the Subscriber of at least six (6) months and the Financial Advisor has had substantive discussions with the Subscriber regarding the Subscriber's financial situation, investment objectives and risk tolerance.
- Financial Advisor has provided the Subscriber with the Fund's current Prospectus and has had substantive discussions with the Subscriber regarding the speculative nature of the Fund, its investment strategies and risks, and the illiquidity of an investment in the Fund.
- Financial Advisor has verified that the Subscriber is an Accredited Investor (as defined in the Investor Application and Rule 501 promulgated under the 1933 Act), for example by reviewing the Subscriber's investment statements, bank statements, tax returns, tax assessments, or independent appraisals.
- Financial Advisor has reasonable belief that all of the representations made by the Subscriber in the Investor Application are true and correct.
- Based on information obtained from the Subscriber regarding the Subscriber's investment objectives, other investments, financial situation and needs, Financial Advisor believes that an investment in the Fund is suitable for the Subscriber.



FINANCIAL ADVISORS: PLEASE ENSURE ALL FIELDS ARE COMPLETE PRIOR TO SUBMITTING THIS DOCUMENT. PLEASE ALSO BE SURE TO INCLUDE ANY NECESSARY ENTITY INFORMATION AS LISTED IN THE ATTACHED APPENDIX.

Application and funding must be received and in good order at least five business days prior to the end of the month in order to be processed for the current month.

Completed Investor Application signature pages and any other investor information should be sent to:

Regular Mail\*

Princeton Everest Fund c/o Ultimus Fund Solutions PO Box 541150 Omaha, NE 68154 Overnight Delivery\*

Princeton Everest Fund c/o Ultimus Fund Solutions 4221 N. 203rd Street, Ste 100 Elkhorn, NE 68022

Secure Fax: (402) 963-9094 Email: TAAltInv@ultimusfundsolutions.com

Payments may be wired to: (Subscription Agreements may be faxed or sent to the Ultimus Fund Solutions address above.)

UMB Bank, N.A.

1010 Grand, 4th Floor Mail Stop 1020409 Kansas City, MO 64106 ABA No: 101000695 Account name: UMB Bank, N.A., Escrow Agent for Princeton Everest Fund Account #: 9872190769 FFC: [Investor Name]

\* Custodial accounts must be sent to the custodian for review and acceptance. After acceptance, custodian will forward to Ultimus Fund Solutions for processing.

# **14. APPENDIX**

### Necessary Entity Information

### **Corporations:**

Certificate/Articles of Incorporation Copy of By-laws Names of Board of Directors and/or Senior Executives Copy of Authorized Signatory List Names of Shareholders that own 25% or more of the corporation and signed organizational documents Copy of government-issued business license

### Foreign Corporations:

Memorandum and Articles of Association Names of Board of Directors and/or Senior Executives Copy of Authorized Signatory List Names of Shareholders that own 25% or more of the corporation and signed organizational documents

### Limited Liability Companies:

Signed copy of the Operating Agreement Copy of the Certificate of Formation Names of members owning 25% or more of the equity interest and signed organizational documents

#### Pension/Profit Sharing Plans:

Names of Beneficiaries: if # exceeds 10, obtain names of individuals making investment decisions Signed copy of Plan document and Trust Agreement Current authorized signatory list (if signatory is an entity)

### Estates:

Copy of Death Certificate Letters Testamentary or Letter of Administration Letter of Instructions from Executor Copy of the Will Proof of Identity of the Executor

### Foundations/Endowments (or other Tax Exempt Entities):

Names of individuals making investment decisions Copy of signed organizational documents Current Authorized Signatory List

### Partnerships or Limited Partnerships:

Names of General Partner(s) and Limited Partner(s) Copy of Certificate of Partnership or LP Copy of signed organizational documents for each entity that is a GP or LP

### Trusts:

A copy of the title page, authorized individual page and signature page of the Trust Agreement

# DOCUMENT FAX ACCEPTABLE - FAX FORM TO (402) 963-9094