



TRITON|PROSPECT
TP FLEXIBLE INCOME FUND

TRUSTEE CERTIFICATION

<p>WHEN TO USE THE FORM:</p> <p>When submitting a new Subscription Agreement, in lieu of trust documents, to verify trustee(s) are authorized to provide transaction instructions.</p> <p>Upon change of ownership to any trustee(s) to provide a complete list of all <u>currently</u> authorized trustee(s).</p>	<p>WHERE TO SEND THE FORM:</p> <p>TP Flexible Income Fund c/o Phoenix American Financial Services, Inc.</p> <p>2401 Kerner Blvd. San Rafael, CA 94901</p> <p><u>Fax</u> 415.485.4553</p>
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NOTE: In order for this Trustee Certification to be a valid substitution for your Trust Agreement, this form must be completed in its entirety with the names of all Trustees clearly printed in section 2b and signatures of ALL TRUSTEES in section 3.

NAME OF TRUST/OWNER _____ EFFECTIVE DATE OF TRUST _____

TRUST TAX ID NUMBER _____

Provide the names of all authorized trustees. This list will supersede any previously provided certifications, if any

TRUSTEE NAME _____ TRUSTEE NAME _____

TRUSTEE NAME _____ TRUSTEE NAME _____

If the box is checked, trustees cannot act independently

All authorized trustees must sign. If this form is submitted for a change of trustee(s), this form will supersede any previously provided certifications.

By signing below, each and all of the undersigned hereby:

1. Represent that they constitute all of the trustees of the trust named above, that they have read and understand the information on this form, and that they have all requisite authority to complete this form and to bind the trust and all of its beneficiaries with respect to all matters relating to the investment;
2. Certify that they have obtained all legal and tax advice (from sources other than Triton Pacific, its employees, and agents) necessary to complete this form correctly;
3. Acknowledge and agree that they, and not Triton Pacific, are solely responsible for any consequences of having the investment held by the trust including, but not limited to, estate tax consequences;
4. Agree that they will notify Triton Pacific promptly of any change in circumstances;
5. Certify that they have the power under the Trust Agreement to enter into transactions for the purchase and sale of securities and other investments;
6. Agree to indemnify Triton Pacific and each of its affiliates, offices, directors, employees, and agents from and hold such persons harmless against any claims, judgments, expenses, liabilities, or costs of defense or settlement (including attorney's fees) arising out of relating to breach of any representation or warranty made herein or to any actual or alleged improper or unsuitable actions taken upon such Trustees instructions in connection with the investment established at Triton Pacific for the Trust. This indemnification shall not be limited in any way by the Trustees provision, Triton Pacific or independent documentation concerning the representations made herein.

_____	_____	_____	_____
TRUSTEE SIGNATURE	DATE	TRUSTEE SIGNATURE	DATE
_____	_____	_____	_____
TRUSTEE SIGNATURE	DATE	TRUSTEE SIGNATURE	DATE