

WHEN TO USE THIS FORM

The purpose of this *Private Debt Direction of Investment* form is to initiate an Individual Retirement Account (IRA) investment with Equity Trust Company for one of the following:

- Promissory Note
- Mortgage
- Deed of Trust
- Corporate Debt
- Other Types of Loans

If the investment that you are purchasing is not listed above, this may not be the correct form for your purchase. For assistance please contact a Client Services Representative at 800-955-3434 (Option 2).

IMPORTANT!

Equity Trust Company does not investigate, sponsor, or endorse any investment product. You assume sole responsibility for the success or failure of your investments. You are responsible for directing the investment of assets in your account. Equity Trust Company does not provide any investment advice, or recommend or evaluate the merits or suitability of any investment.

If Equity Trust Company's services were suggested by a financial representative, such person is not an agent, employee, representative, or affiliate of Equity Trust Company. Equity Trust Company is not responsible for and is not bound by any representations, warranties, statements or agreements made by any financial representative.

SUPPORTING DOCUMENTATION

Submit the following required documents with your *Direction of Investment*: (Sorted by Investment Type)

Note Secured by REAL PROPERTY

- **Issuing a New Note?** - Submit a copy of the proposed *Promissory Note* and a copy of the proposed *Deed of Trust/Mortgage*.
- **Buying an Existing Note?** - Submit a copy of the *Original Note*, *Assignment of Note* and *Deed of Trust/Mortgage*.
- **Issuing a Seller Carry Back Note?** - Submit a copy of the *Carry Back Note* and a copy of the proposed *Deed of Trust/Mortgage*.

Note Secured by COLLATERAL OTHER THAN REAL PROPERTY

- **Issuing a New Note?** - Submit a copy of the *Original Note* clearly stating the associated collateral.
- **Buying an Existing Note?** - Submit a copy of the *Assignment of Note*, a copy of the *Original Note* clearly stating the associated collateral.

UNSECURED NOTE

- **Issuing a New Note?** - Submit a copy of the *Original Note*.
- **Buying an Existing Note?** - Submit a copy of the *Assignment of Note* and a copy of the *Original Note*.

CORPORATE DEBT

- Copy of the Note, Limited Partnership filed with the state, filed Articles of Organization or Articles of Incorporation (including state seal), Private Debt Representation Letter, and the Private Placement Memorandum and Subscription Agreement with Investor Questionnaire, if applicable.

INSTRUCTIONS & GUIDELINES

This *Direction of Investment* form provides all of the information necessary to make a formal investment request. This request is necessary before an investment can be made using a self-directed retirement account. Please be sure the following three items are complete before this *Direction of Investment* is returned to Equity Institutional:

- The Equity Trust Company account has been established.
- Funds are available to make an investment.
- An IRA investment has been selected.

SUBMISSION OPTIONS

OVERNIGHT

Equity Trust Company
Attn: Institutional Accounts
1 Equity Way
Westlake, OH 44145

REGULAR MAIL

Equity Trust Company
Attn: Institutional Accounts
P. O. Box 451159
Westlake, OH 44145

BY FAX

440-365-1442

BY E-MAIL

IRAServices@EquityInstitutional.com
*If submitting an Expedited request via E-mail please include "Expedited" in the subject line

DO NOT FAX OR MAIL THIS COVER PAGE

INVESTMENT PRODUCTS: NOT FDIC INSURED - NO BANK GUARANTEE - MAY LOSE VALUE

1 ACCOUNT HOLDER INFORMATION

ACCOUNT HOLDER NAME		ACCOUNT NUMBER	
EMAIL ADDRESS	PHONE NUMBER		

2 PROCESSING (CHECK ONE OPTION)
 EXPEDITED PROCESSING SERVICE*

Expedited processing requests will be processed before other non-expedited requests. Fax expedited requests to (440)366-3756.

 NORMAL PROCESSING SERVICE

Normal processing is the default is no selection is made.

PLEASE NOTE: The Custodian may require verbal verification from you before processing the purchase. Obtaining such verbal verification may delay the expedited and normal processing times. Funds must be available for processing fees.

*Additional fees may apply, see current fee schedule.

3 INVESTMENT INFORMATION

NOTE TYPE: <input type="checkbox"/> New Note <input type="checkbox"/> Buying an Existing Note <input type="checkbox"/> Seller Carry Back <input type="checkbox"/> Draw Note			
WHAT PERCENTAGE OF THE NOTE WILL BE OWNED BY THIS IRA?		FACE VALUE OF THE NOTE	
BORROWER'S NAME (Individual or Entity Name)		ASSET NUMBER (IRN) (if applicable)	
ADDRESS	CITY	STATE	ZIP CODE
WARRANT INFORMATION (IF APPLICABLE)			
ID OR CERTIFICATE NUMBER		SHARES/UNITS BEING ISSUED	
CUSIP	EXERCISE PRICE	EXERCISE DATE	

4 EXCHANGE OF ASSET (IF APPLICABLE)

<input type="checkbox"/> Full Exchange	If you choose this option, this asset will be REMOVED from your account and a NEW asset for this investment will be posted in your account until the funds are received.
<input type="checkbox"/> Partial Exchange	If you choose this option, only the value of the asset will be adjusted. The asset will NOT be removed from your account until full sale of the asset occurs.
ASSET NUMBER (IRN)	A NEW Asset Value is required for a Partial Exchange: _____

5 REPAYMENT INFORMATION

FREQUENCY OF PAYMENTS? <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other: _____			
TOTAL # OF PAYMENTS		PERIODIC PAYMENT AMOUNT \$	
DATE OF FIRST PAYMENT	DATE OF LAST PAYMENT/MATURITY DATE	INTEREST RATE OF THE NOTE %	
DOES THIS NOTE HAVE A BALLOON PAYMENT? <input type="checkbox"/> No <input type="checkbox"/> Yes	BALLOON PAYMENT INFORMATION (IF APPLICABLE)		
	DATE OF BALLOON PAYMENT	BALLOON PAYMENT AMOUNT \$	

*The note must contain a maturity date and interest rate; terms entered in the above fields must match the terms set forth in the note.

X

Account Holder's Signature

Date

Account Number _____

6 INVESTMENT FUNDING INFORMATION

AVAILABLE CASH FUNDS Cleared funds must be available in order to make an investment.

AMOUNT REQUIRED FOR INVESTMENT

\$

SEND FUNDS BY WIRE*

BANK NAME

BANK PHONE NUMBER

ABA ROUTING # (9 DIGITS)

ACCOUNT NUMBER

FOR CREDIT TO

FOR FURTHER CREDIT TO

SEND FUNDS BY CHECK¹

MAKE CHECK PAYABLE TO

MAIL CHECK TO

ADDRESS

CITY

STATE

ZIP CODE

CASHIER'S CHECK*

REGULAR CHECK OVERNIGHT MAIL*

REGULAR CHECK REGULAR MAIL

Bill to Third Party:

FedEx

UPS

THIRD PARTY ACCOUNT NUMBER

THIRD PARTY ZIP CODE

¹Funds will be sent via check in accordance to the Subscription Document/Investment Paperwork if no option is chosen.

*Additional fees may apply, see current fee schedule.

7 DOCUMENTS REQUIRING SIGNATURE

YES, this investment has documents that require signing.
A list of documents is attached, *please remember to sign and date.*

NO, this investment does not have any documents that need to be signed.

DOCUMENT PROCESSING FEES may apply, see current fee schedule.

8 DOCUMENT TITLING INSTRUCTIONS

The following examples are provided to ensure supporting documentation is properly titled. (Investment titling shown in "quotations")

- I am making an investment titled directly to my IRA.
"EQUITY TRUST COMPANY CUSTODIAN FBO (ACCOUNT HOLDER'S NAME) IRA"
- I am making an investment titled directly to my account and my account will be less than 100% owner.
"EQUITY TRUST COMPANY CUSTODIAN FBO (ACCOUNT HOLDER'S NAME) IRA, (PERCENTAGE OF OWNERSHIP)%, UNDIVIDED INTEREST"

TITLING When purchasing an asset for your account, it is imperative that it is properly titled. Equity Trust Company will not accept any investments which are not properly titled. Please contact a Client Service Representative with any questions regarding proper titling.

X

Account Holder's Signature

Date

Account Number _____

9 DELIVERY INSTRUCTIONS

HOW WOULD YOU LIKE DOCUMENTS SENT?

All processed documents will be mailed to the address listed below. If you would like to have the documents faxed or emailed before they are mailed, please complete the fax* and/or e-mail* section in addition to the mail section. Equity Trust Company can retain the processed documents in our safekeeping vault in lieu of mailing, but all documents must be completed and signed by all parties. *Verify with Investment sponsor to determine if original documents are required.

FAX	FAX NUMBER		ATTENTION		
	MAIL TO				
MAIL	ADDRESS		CITY	STATE	ZIP CODE
	<input type="checkbox"/> Send Overnight Mail*		<input type="checkbox"/> Send Regular Mail		<input type="checkbox"/> Mail Documents with the Check
	<input type="checkbox"/> Bill to Third Party: <input type="checkbox"/> FedEx <input type="checkbox"/> UPS		THIRD PARTY ACCOUNT NUMBER	THIRD PARTY ZIP CODE	
EMAIL	EMAIL ADDRESS		ATTENTION		

*Additional fees may apply, see current fee schedule.

10 PAYMENT OF FEES

How would you like to pay for any service-related fees associated with this transaction?

Choose a payment method: Deduct Fees from Account Check Enclosed Credit Card on file

NOTE: By checking Credit Card on file, you authorize Equity Trust Company to charge your credit card for all service-related fees associated with this transaction (if applicable). To add, change, or update a credit card, please visit www.myequity.com. **If a payment method is not selected, fees will be deducted from the account.**

X

Account Holder's Signature _____

Date _____

Account Number _____

11 COLLATERAL INFORMATION (Complete the appropriate section below)

FOR SECURED NOTES ONLY

<input type="checkbox"/> Real Property	ADDRESS
	CITY STATE ZIP CODE
<input type="checkbox"/> Vehicle/Mobile Home	IDENTIFICATION NUMBER (e.g. VIN#)
<input type="checkbox"/> Company	NAME
	CITY STATE ZIP CODE
<input type="checkbox"/> Other	DESCRIBE

POSITION OF NOTE? First Position Second Position Other: _____ Not Applicable

FOR UNSECURED NOTES ONLY

LETTER OF UNDERSTANDING (BETWEEN ACCOUNT HOLDER & ETC)

TO: EQUITY TRUST COMPANY,

This letter constitutes an understanding and acknowledgement by _____ ("**Account Holder Name**") with regard to the role of Equity Trust Company as passive Custodian for the Retirement Account Holder, in connection with his/her investment in an **UNSECURED INVESTMENT** in the amount of \$ _____ ("**Amount of the Loan**"):

- Equity Trust Company has not solicited, recommended or sold this investment to the Retirement Account Holder.
- Equity Trust Company does not endorse this investment.
- Neither Equity Trust Company nor any private or government agency guarantees this investment.
- Equity Trust Company does not receive any compensation from the Investment Entity with regard to this investment (outside of Equity Trust's fees detailed in its IRA adoption agreement and/or custodial account agreement).
- Through the *Direction of Investment*, Equity Trust Company, as passive Custodian for the Retirement Account Holder, merely follows the instructions of the Retirement Account Holder.

The undersigned agrees to release, hold harmless and indemnify Equity Trust Company with regard to any claims, liabilities, costs or expenses arising out of the investment and/or any dispute that may occur between the undersigned in the future regarding the investment. The undersigned warrants that the undersigned understands the provisions of this letter and agrees to be bound by the indemnifications contained in Equity Trust Company's Retirement Account *Adoption Agreement* and/or *Custodial Account Agreement* and *Direction of Investment*. Equity Trust Company may rely on this letter for purposes of accepting the Retirement Account of the Holder and his/her investment instructions.

Account Holder's Signature _____ Date _____ Custodian's Signature _____ Date _____

X

Account Holder's Signature Date

IMPORTANT: PLEASE ENSURE THAT YOU READ THE FOLLOWING DISCLOSURES BEFORE YOU SIGN OR DATE THESE DOCUMENTS.

- Equity Trust Company, (Custodian) does not offer any investment advice, nor does it endorse any investment, investment product or investment strategy; and Custodian does not endorse any financial advisor, representative, broker, or other party involved with an investment selected by me. It is my own responsibility to perform proper due diligence with regard to any such representative, financial advisor, broker or other party. Any review performed by Custodian with respect to investment shall be solely for Custodian's own purposes of determining the administrative feasibility of the investment and in no way should be construed as an endorsement of any investment, investment company or investment strategy. In addition the acceptance of any investment should not be construed as an endorsement of any investment, investment company or investment strategy;
- This investment is not FDIC insured and may lose value. In addition the investment selected by the undersigned may lack liquidity; may be speculative and involve a high degree of risk; and may result in a complete loss of the investment. Any loss sustained in my Retirement Account will not affect my retirement income standard; and if a mandatory distribution arises, I will have the ability through my IRA and/or other retirement accounts to meet any mandatory distribution requirements.
- Neither Custodian nor any employee or agent of Custodian has selected or recommended any investment for me; and neither Custodian nor any employee or agent of Custodian has acted as a broker-dealer or salesperson in completing any purchase or sale of an investment of a security for me, except where Custodian may purchase or sell a publicly-held security on my behalf, at my own direction through its affiliate that receives a commission for such transaction.
- Custodian is neither an agent nor a representative of any investment program or other entity in which or with which I may invest; and any salesperson, promoter, financial advisor, broker or other party involved in the purchase or sale of my investment shall be considered my own agent and representative and not the agent or representative of Custodian. Custodian has no duty or responsibility to investigate or make recommendations as to my choice of agent. Custodian shall not be responsible for or bound by any representations, warranties, statements or commitments made by such party.
- Custodian is acting solely as a passive Custodian to hold Retirement Account assets and in no other capacity, an affiliate may receive a commission in connection with the unsolicited purchase or sale of a publicly-traded security. Custodian has no responsibility to question any investment directions given by me or any appointed financial representative. I further understand that Custodian does not compensate nor receive compensation from the undersigned chosen representative.
- Custodian shall be under no obligation or duty to investigate, analyze, monitor, verify title to or otherwise evaluate any investment contemplated herein, or to obtain or maintain insurance coverage (whether liability, property or otherwise) with respect to any assets or investment purchased by me. Custodian shall not be responsible to take any action should there be any default with regard to this investment.
- It is not the responsibility of Custodian to review the prudence, merits, viability or suitability of any investment made by me or to determine whether the investment is acceptable under ERISA, the Internal Revenue Code or any other applicable law. I understand that certain transactions are prohibited in individual retirement accounts and qualified retirement plans under Section 4975 of the Internal Revenue Code. I further understand that the determination of a prohibited transaction depends on the facts and circumstances that surround the particular transaction. Custodian will make no determination as to whether my investment is prohibited.

I further understand that should my Retirement Account engage in a prohibited transaction, my account will incur a taxable distribution as well as possible penalties. I represent to Custodian that I have consulted with my own legal and accounting advisors to ensure that my investment does not constitute a prohibited transaction and that my investment complies with all applicable federal and state laws, regulations and requirements including without limitation that the offering entity or individual is not a disqualified person under IRC 4975 (e) (2), nor a "party in interest" as defined in ERISA section 3 (14). In the event any investment for my retirement account produces taxable income (unrelated or debt financed) pursuant to IRC 511-514, I agree to prepare or have prepared for me, the required 990T tax form along with a direction of investment authorizing the Custodian to pay taxes from my account. Forms need to be submitted to the Custodian for filing 5 days prior to the date on which they are due.
- Custodian does not provide legal or tax services or advice with respect to my investment; and the undersigned releases and indemnifies, and agrees to hold harmless and defend Custodian in the event that my investment or sale of assets pursuant to the Direction of Investment violates any federal or state law or regulation or otherwise results in a disqualification, penalty, fine or tax imposed upon the IRA, Custodian or the undersigned.
- Custodian shall be fully protected in acting upon any instrument, certificate or paper believed to be genuine and to be signed or presented by the proper person or persons whether or not by facsimile or other copy, and Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.
- The undersigned represents to Custodian that if my investment is a "security" under ap-

licable federal or state securities laws, such investment has been registered or is exempt from registration under federal and state securities laws; and the undersigned releases and waives all claims against Custodian for its role in carrying out the instructions of the undersigned with respect to such investment. The undersigned acknowledges that the foregoing representation is being relied upon by Custodian in accepting the undersigned's direction of investment and agrees to indemnify Custodian with respect to all costs, expenses (including attorneys' fees), fines, penalties, liabilities, damages, actions, judgments and claims arising out of such investment and/or a breach of the foregoing representation.

- The undersigned authorizes and directs Custodian to execute and deliver, on behalf of my Retirement Account, any and all documents delivered to Custodian in connection with my investment; and Custodian shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with this Direction.
- Custodian shall only be responsible to comply with those investment directions given by the undersigned to purchase, retain and/or sell assets obtainable by Custodian "over-the-counter" or on a recognized exchange or otherwise, including, without limitation, bank deposits, real property, promissory notes and other indebtedness, mortgages, viaticals, securities, interests in partnerships and limited liability companies, accounts receivable, security interests, etc.; provided in each case that the investment may be obtained by Custodian and is compatible with its administrative and operational requirements and framework, as determined by Custodian, in its sole discretion.

The undersigned agrees that any documents sent to the undersigned by Custodian in connection with my investment shall be deemed approved by the undersigned, unless written notice to the contrary is received by Custodian within five (5) days after delivery of such documents by Custodian.

Custodian has no duty or responsibility to disburse any payment for my investment without my express direction. I agree to furnish Custodian with payment instructions utilizing Custodian's Direction of Investment form. Custodian also has the right not to effect any transaction/investment which it deems to be beyond the scope of its administrative capabilities or expertise.

Custodian has no responsibility to forward to me any documents or notifications regarding my investment and I agree that it is my own responsibility to assure delivery of all such notices and documents to me.

Custodian shall have no duty or obligation to notify the undersigned with respect to any information, knowledge, irregularities or concerns of Custodian relating to my investment or my financial advisor, broker, agent, promoter or representative, except as to civil pleadings or court orders received by Custodian.

- Custodian shall use reasonable efforts to acquire or sell investments in accordance with the directions of the undersigned within a reasonable period of time after Custodian has received an investment direction and Custodian shall make reasonable efforts to notify the undersigned if Custodian is unable or unwilling to comply with an investment direction. Custodian shall, subject to the foregoing, remit funds as directed, but has no responsibility to verify or assure that such funds have been invested to purchase or acquire the asset selected by me.

The undersigned consents to the fee schedule of Custodian as in effect, as may be modified from time to time. The undersigned understands that valuations of illiquid assets (assets that are not traded on a public exchange) are generally reported at cost, or values provided to us by issuers, program sponsors, Retirement Account owners or estimates of value. These values are only for guidance or reporting purposes and should not be deemed an accurate representation of true fair market value of the asset. Where no readily available market information exists assets may be designated "not available".

- Custodian's responsibilities and duties shall be limited to those expressly provided herein and under Custodian's IRA Adoption Agreement and/or custodial account agreement as in effect from time to time; and Custodian shall have no liability to the undersigned, whether for negligence, breach of fiduciary duty or otherwise, except for a breach of the terms of this Agreement, the IRA Adoption Agreement, or custodial account agreement of Custodian as may be in effect from time to time.

- The undersigned agrees to reimburse or advance to Custodian, on demand, all legal fees, expenses, costs, fines and penalties incurred or to be incurred in connection with the defense, contest or prosecution of any claim made, threatened or asserted pertaining to the undersigned's investment through Custodian, including, without limitation, claims asserted by the undersigned, any state or federal regulatory authority or self regulatory organization.

The undersigned releases and indemnifies, holds harmless and defends Custodian from any and all claims, damages, liability, actions, costs, expenses (including, without limitation, attorneys' fees) and responsibility for any loss resulting to the Retirement Account, the undersigned or to any beneficiary or incurred by Custodian, in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to and/or in connection with the above Direction or resulting from serving as Custodian hereunder.

My IRA account is self-directed and I, alone, am responsible for the selection, due diligence, management, review and retention of all investments in my account. I agree that the Custodian is not a "fiduciary" for my account, as said term is defined in the Internal Revenue Code, ERISA or any other applicable federal, state or local laws. I hereby direct the Custodian, in a passive capacity, to enact this transaction for my account, in accordance with my adoption agreement.

SIGN & DATE

By signing below you are indicating you have read and understand the attached five (5) pages.

Signature of Account Holder/Beneficiary

Date

Signature of Custodian

Date

Account Number

INVESTMENT INFORMATION

INVESTMENT NAME		
INVESTMENT ENTITY ADDRESS		
CITY	STATE	ZIP CODE
PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS

INVESTMENT DOCUMENTATION

Is there a Private Placement Memorandum, Offering Circular or other Offering Documents issued regarding this Debt Investment? Yes No
 Is a Subscription Document, Investment Application or Purchaser Questionnaire required to be completed by the investor? Yes No
 If the answer to either question is "Yes", please provide Equity Institutional with a copy of each document along with this Representation Letter.

INVESTMENT REPRESENTATIONS

I, the General Partner/Managing Member/Officer or Trustee of the above referenced Investment Entity, hereby agree to the following representations on behalf of the Investment Entity (the following representations cannot be altered):

The Investment Representation has previously been completed and is on file. Yes No

- I represent that the Debt Investment will be correctly titled as follows: Equity Trust Company, Custodian FBO: "Account Holder Name, Account Number", P. O. Box 451159, Westlake, OH 44145.
- Upon investment funding, I agree to provide Equity Trust Company with written purchase confirmation such as original promissory notes, debentures, bonds, or other written purchase confirmation.
- Investors will be provided with all offering documentation (Private Placement Memorandum, Operating Agreement, LP Agreement, subscription agreements, etc.) with regards to his/her debt investment.
- All correspondence including tax forms (if applicable), voting information, or any other documentation will be sent directly by the Investment Entity to the Account Holder's home address and not to Equity Trust Company.
- Upon request, the debt instrument will be registered to a successor trustee/custodian or to the investor individually.
- I agree to notify Equity Trust Company and investors in writing of any address change, name change, dissolution, or bankruptcy of the Investment Entity.
- I warrant that neither this Entity nor the undersigned acting on behalf of the Entity constitutes a "disqualified person" as defined by IRC 4975(e)(2) and that this Entity will not engage in a prohibited transaction, direct or indirect, with any disqualified individual as defined under IRC 4975(e)(2).
- I warrant that no investor will receive any personal benefit from this particular debt investment outside of appreciation of the particular Debt Investment.
- I warrant that this Debt Investment complies with all applicable federal, state, and local laws, including any applicable securities regulations.
- I warrant that Equity Trust Company is not associated with this Entity or the investments offered, beyond the role of a passive Custodian for investors' accounts.

General Partner/Managing Member/Officer/Trustee

Date (Must be dated)

Printed Name

Title

Account Number