

WHEN TO USE THIS FORM

The purpose of this *Private Equity Direction of Investment* form is to initiate an investment with Equity Trust Company for one of the following:

- Limited Partnerships
- Limited Liability Companies
- Land Trusts
- Private Stocks
- C-Corporations
- Joint Venture

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 Service 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* packet: (Sorted by Investment Type)

- Limited Partnerships – Completed *Private Equity Representation Letter*, copy of signed Limited Partnership Agreement, filed certificate of Limited Partnership, Private Placement Memorandum and signed Subscription Agreement with Investor Questionnaire, if applicable.
- Limited Liability Company – Completed *Private Equity Representation Letter*, copy of filed Articles of Organization, signed Operating Agreement, Private Placement Memorandum and signed Subscription Agreement with Investor Questionnaire, if applicable.
- Land Trust – Completed *Private Equity Representation Letter*, copy of the signed Land Trust Agreement.
- Private Stock/C-Corporation – Completed *Private Equity Representation Letter*, C-Corporation's filed Articles of Incorporation, copy of signed By Laws, Private Placement Memorandum and signed Subscription Agreement with Investor Questionnaire, if applicable. If the corporation issues actual stock certificates, these must be physically held by Equity Trust Company.
- Joint Venture – Completed *Private Equity Representation Letter*, copy of signed Joint Venture Agreement and Private Placement Memorandum and signed 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. Please be sure the following three items are in effect before this *Direction of Investment* is returned to Equity Trust Company:

- An account has been established.
- Funds are available to make an investment.
- An investment has been selected.

SUBMISSION OPTIONS

OVERNIGHT

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

BY FAX

440-365-1442

REGULAR MAIL

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

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	DAYTIME PHONE NUMBER

2 PROCESSING (CHECK ONE OPTION)	
<input type="checkbox"/> EXPEDITED PROCESSING SERVICE* Expedited processing requests will be processed before other non-expedited requests. Fax expedited requests to (440) 366-3756.	<input type="checkbox"/> NORMAL PROCESSING SERVICE Normal processing is the default if 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.	
<i>*Additional fees may apply, see current fee schedule.</i>	

3 INVESTMENT INFORMATION			
ENTITY TYPE: <input type="checkbox"/> LLC <input type="checkbox"/> C-Corporation <input type="checkbox"/> Land Trust <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Capital Call <input type="checkbox"/> Other _____			
INVESTMENT NAME	PHONE NUMBER		
ADDRESS	CITY	STATE	ZIP CODE
AMOUNT OF INVESTMENT	SHARES/UNITS BEING PURCHASED	PRICE PER UNIT/SHARE	
What percentage of the Entity will be owned by this IRA? _____ %			

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: _____

X _____
 Account Holder's Signature Date

Account Number _____

8 DELIVERY INSTRUCTIONS

- It is important that all supporting documentation for your investment is signed by you where required.
- Equity Trust will process stamp any applicable documents and return the documents per your delivery instructions below.
- If you would like to have the documents faxed or emailed before they are mailed, please complete the fax and/or email section(s) in addition to the mail section.

FAX	FAX NUMBER	ATTENTION		

MAIL	MAIL TO			
	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	

E-MAIL	E-MAIL ADDRESS	ATTENTION

*Additional fees may apply, see current fee schedule.

9 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 this 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.**

10 IMPORTANT! ACCOUNT OWNER MUST CHECK ONE OF THE FOLLOWING:

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

Nature of Relationship

Percentage Owned %

X

Account Holder's Signature _____

Date _____

IMPORTANT: Please Ensure That You Read The Following Disclosures Before You Sign And 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 Account will not affect my retirement income standard; and if a mandatory distribution arises, I will have the ability through my Account and/or other 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 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 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 Account, 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 applicable 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 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 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, 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 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 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 four (4) pages.

Signature of Account Holder

Date

Signature of Custodian

Date

Account Number

INVESTMENT INFORMATION

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

Type of Investment: *(select one)* Limited Partnership Limited Liability Company C-Corporation Land Trust
 Joint Venture Other _____

Class of Shares/Units (if applicable): _____ Current Share/Unit Value or Offering Price: \$ _____

INVESTMENT DOCUMENTATION

Is there a Private Placement Memorandum, Offering Circular or other Offering Documents issued regarding this 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 Trust Company 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):

- I represent that the 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 Institutional with written purchase confirmation such as original stock certificates, LP/LLC certificates, promissory notes, debentures, bonds, or other written purchase confirmation in the event certificates are not issued.
- On an annual basis, I agree to provide Equity Trust Company with a good-faith estimate or fair market value of the investment as of year-end (or capital account balance if the investment is a trading fund).
- Investors will be provided with all offering documentation (Private Placement Memorandum, Operating Agreement, LP Agreement, subscription agreements, etc.) with regards to his/her investment in the Investment Entity.
- If applicable, investors have been made aware that the investment may generate Unrelated Business Taxable Income ("UBTI"). If UBTI is generated, I represent that UBTI information will be included on IRS form 1065 (Schedule K-1) and provided to the investor each year.
- All correspondence including K-1's (if applicable), 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 investment 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 investment outside of appreciation of the particular Investment.
- I warrant that this 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