

WHEN TO USE THIS FORM

The purpose of the Private Equity Sale Direction of Investment is to provide all of the information necessary when selling a land trust, limited partnership, limited liability company, private stock, c-corporation or joint venture owned by your account with Equity Trust Company.

This form is to be used to initiate a full or partial sale.

- A full sale would represent the outright sale/liquidation/dissolution of ownership.
- A partial sale* would denote a payment that would reduce the percentage of ownership.

*If a partial sale please supply the new asset value, see section 4.

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

To facilitate your request in a timely manner, please submit all supporting documents with this form.

EXAMPLE REQUIRED DOCUMENTATION

- Dissolution
- Any Supporting Documents

Equity Institutional does not prepare or alter any documents. Please refer to a title company or 3rd party vendor for document preparation.

- **Need Assistance?** Contact a Client Service Representative toll free at (800) 955-3434 (option 2).

REMITTANCE INSTRUCTIONS

Please have sale proceeds forwarded to Equity Trust Company, Custodian FBO "Account Holder's Name" IRA.

If sending funds by wire to Equity Trust Company, please follow the instructions below:

Wire To:

Citibank
451 Montgomery Street
San Francisco, CA 94104
RT # if wire originates in the US: 321171184

For Credit To:

Equity Trust Company
Account #: 205575210

For Further Credit To:

Account Holder's Name,
IRA Account Number

Please Note:

- Equity Institutional must be informed prior to a wire being sent. Please complete a Private Equity Investment Coupon and fax prior to the wire being sent.
- An incoming wire fee (as shown on Equity Institutional's IRA Fee Schedule) will automatically be deducted from the account.
- For information regarding international wires or ACH instructions please visit: www.EquityInstitutional.com/wires.

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

FAX:

440-365-1442

EMAIL:

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
E-MAIL ADDRESS	PRIMARY DAYTIME PHONE NUMBER	

2 PROCESSING OPTIONS (CHECK ONE OPTION)

EXPEDITED PROCESSING SERVICE* **NORMAL PROCESSING SERVICE**
 Expedited processing requests will be processed before other non-expedited requests. Fax expedited requests to (440) 366-3756 Normal processing is the default if no selection is made.

*Additional fees may apply, see current fee schedule.

3 INVESTMENT INFORMATION

INVESTMENT TYPE (Check one option)

Limited Liability Company Land Trust Limited Partnership C-Corporation Joint Venture
 Other _____

ORIGINAL PURCHASED UNIT/SHARES	ORIGINAL PRICE PER UNIT/SHARES
ORIGINAL PERCENTAGE OF OWNERSHIP	ASSET NUMBER (IRN)

A **replacement** occurs when an asset in your account is sold and the funds from the sale are used to purchase another asset without the sale proceeds going into your account. A replacement can also occur when an asset defaults and is exchanged for its collateral.

Will there be a replacement? Yes No

If yes, Please describe new asset: _____

4 TYPE OF SALE

FULL SALE, LIQUIDATION OR DISSOLUTION If you choose this option, this asset will be removed from your account once the funds are received. Additional fees may apply for the return of original documents via certified mail (if applicable).

APPROXIMATE SALE PRICE \$	EXPECTED CLOSING DATE	APPROXIMATE CASH TO BE RECEIVED \$
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PARTIAL SALE If you choose this option, only the value of the asset will be adjusted. The asset will NOT be removed from your account until the full sale of the asset occurs.

APPROXIMATE SALE PRICE \$	EXPECTED CLOSING DATE	APPROXIMATE CASH TO BE RECEIVED \$
PROVIDE BRIEF DESCRIPTION OF THE REMAINING ASSET		NEW SHARES/UNITS
HAS YOUR PERCENTAGE OF OWNERSHIP CHANGED? (Check one option) <input type="checkbox"/> NO <input type="checkbox"/> YES, INDICATE NEW PERCENTAGE OF OWNERSHIP _____ %		NEW ASSET VALUE \$

NOTE: A Fair Market Valuation must be submitted annually to accurately assess the value of assets held in your account.

Account Number _____

5 DOCUMENTS REQUIRING SIGNATURE

Each document that requires signing must be listed individually, by name.

DOCUMENT PROCESSING FEES may apply, see current fee schedule.

Check here if required documents are held in Safekeeping

LIST THE TITLE(S) OR NAME(S) OF THE DOCUMENT(S) THAT REQUIRE SIGNING BY EQUITY TRUST COMPANY:

Refer to the Original Subscription Agreement, Operating Agreement, Land Trust Agreement or the Certificate for proper titling of the itemized documents stated in this section.

1)	2)
3)	4)
5)	6)

IF MORE LINES ARE NECESSARY list additional documents on a separate sheet titled "Addendum A".

Yes, Addendum A is attached. *Please remember to sign and date the addendum.*

6 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 email* section(s) in addition to the mail section.

*Verify with Investment sponsor to determine if original documents are required.

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.

7 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.**

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 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 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 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 Retirement 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 three (3) pages.

Signature of Account Holder

Date

Signature of Custodian

Date

Account Number