

## IMPORTANT INFORMATION FOR YOU

Use this form to lend funds to an individual or company to receive a return of principal plus interest payment(s).

**STOP!** By submitting this Direction of Investment form, you are attesting as follows: I am not an individual or related to an individual who is employed with or has management control in this entity, and my ownership percentage of this entity combined with a disqualified individual under IRC 4975(e)(2) is not 50% or greater.

Incorrect titling on investment documents will delay processing. The investor or subscriber must be vested as:

- For IRAs: Equity Trust Company Custodian FBO (client name or account number) IRA
- For IRAs owning less than 100%: Equity Trust Company Custodian FBO (client name or account number) IRA xx% undivided interest
- If using another account type, please visit myEQUITY or contact our CST Help line

Missing or incomplete documents and missing or incomplete section of this Direction of Investment will delay funding. Please ensure all documents are completed and sent together for review at the time of submission.

When submitting corrections, please upload through myEQUITY. If sending by email or fax, reference the Activity ID provided in your confirmation email.

1 ACCOUNT HOLDER INFORMATION	ACCOUNT NUMBER (9 digits)
NAME	

## 2a INVESTMENT INFORMATION

**Documents we require to fund a new purchase - Documents must include all exhibits and assignments if existing.**

Unsecured Loan	<ul style="list-style-type: none"> <li>• Copy of proposed loan documents and/or assignment of note</li> <li>• (If loaning to a business) Copy of Company's Private Placement Memorandum or Operating Agreement, Partnership Agreement, Corporate Bylaws</li> </ul>
Secured Loan	<ul style="list-style-type: none"> <li>• Copy of proposed loan documents and/or assignment of note</li> <li>• Copy of Security Agreement, Deed of Trust, or Mortgage</li> <li>• (If loaning to a business) Copy of Company's Private Placement Memorandum or Operating Agreement, Partnership Agreement, Corporate Bylaws</li> </ul>
Convertible Loan OR Secured by Shares	<ul style="list-style-type: none"> <li>• Copy of proposed loan documents and/or assignment of note</li> <li>• Copy of Company's Private Placement Memorandum or Operating Agreement, Partnership Agreement, Corporate Bylaws</li> <li>• Copy of agreement specifying IRA to receive shares in the Company</li> </ul>
Is this a Hemp related investment? If so check here:	<ul style="list-style-type: none"> <li>• All corporate documentation as listed above for the investment type</li> <li>• Addendum to Direction of Investment</li> <li>• Hemp related license/permit/registration</li> </ul>

**Note: Once purchase is completed, we'll require your account's evidence of ownership. This may include a copy of the executed note and/or assignment, and a copy of the recorded security instrument (if secured).**

Borrower Information			Loan Information - additional terms may be pulled from note
BORROWER NAME			FACE VALUE
BORROWER PHYSICAL ADDRESS			COLLATERAL DESCRIPTION
CITY	STATE	ZIP CODE	

## WARRANT INFORMATION (if applicable)

Does this investment include warrants? <input type="checkbox"/> Yes <input type="checkbox"/> No	Number of Warrants Issued
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## 2b FUNDING AN EXISTING INVESTMENT? Asset must already be held by the account to select this option

<input type="checkbox"/> <b>YES</b> , I am disbursing additional funds on a loan already on file. <b>Loan documents on file must indicate additional draws.</b>	ASSET ID
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Account Number \_\_\_\_\_

### 3 INVESTMENT FUNDING INFORMATION

#### AMOUNT REQUIRED FOR INVESTMENT

##### Send Funds Electronically:

- ☐ Send my funds by wire\*
- ☐ Send my funds by ACH (please allow 3 to 5 days for receipt)

##### Send Funds by Check:

*(Funds are mailed via USPS by default)*

- ☐ Send my funds by overnight mail\*
- ☐ Cashier's Check sent by overnight mail\*

ABA ROUTING # (9 DIGITS)

PAYEE NAME

BANK NAME

MAIL TO NAME

NAME ON BANK ACCOUNT

ADDRESS

BANK ACCOUNT NUMBER

CITY

STATE

ZIP CODE

FURTHER CREDIT NAME

##### Bill My Overnight To Third Party

FURTHER CREDIT ACCOUNT NUMBER

☐ Fed Ex

☐ UPS

Third Party Acct Number: \_\_\_\_\_

Third Party Zip Code: \_\_\_\_\_

### 4 EXCHANGE OF ASSET (If applicable; not applicable to your invested cash asset)

Asset Number: \_\_\_\_\_

NEW asset value (required): \$ \_\_\_\_\_

##### ☐ Full Exchange

Post a NEW asset to my account holdings at the value stated above, and fully remove the EXISTING asset from my account holdings.

##### ☐ Partial Exchange

Post a NEW asset to my account holdings at the value stated above, and devalue the EXISTING asset in my account holdings to the following value: **EXISTING asset value (required):** \$ \_\_\_\_\_

### 5 DOCUMENT SIGNING AND DELIVERY INSTRUCTIONS

By completing the instructions below, you are requesting Equity Trust Company to sign documents related to this transaction in its capacity as your self-directed custodian, pursuant to the terms and conditions of your Custodial Agreement, and to send the document by USPS regular mail unless another method(s) is chosen.

##### MAIL INSTRUCTIONS:

MAIL TO

##### EMAIL OR FAX INSTRUCTIONS:

EMAIL ATTENTION

ADDRESS

EMAIL ADDRESS

CITY

STATE

ZIP CODE

FAX ATTENTION

☐ Send my documents by overnight mail\*

☐ Send my documents with funding

FAX NUMBER

##### Bill My Overnight To Third Party:

☐ Fed Ex

☐ UPS

Third Party Acct Number: \_\_\_\_\_

Third Party Zip Code: \_\_\_\_\_

### 6 PAY FEES BY CREDIT CARD (Optional)

☐ Yes, charge to Credit Card on file

Unless otherwise indicated, fees will be deducted from available cash.  
 To change or update a credit card, please visit [www.myEQUITY.com](http://www.myEQUITY.com).

### 7 EXPEDITED PROCESSING (Optional)

☐ Yes, expedite my request\*

Expedited processing requests will be handled before standard requests.  
 Please indicate "Expedited" in email subject lines or fax expedited requests to (440) 366-3756.

\*Additional fees may apply, see current fee schedule. Funds must be available for processing fees.

### 8 SIGNATURE AND DATE

By signing below, I have read the instructions and representations on this form, the Disclosure Addendum and any document(s) incorporated herein. I am instructing Equity Trust Company to process this Direction of Investment form and confirm that this investment is not illegal or impermissible under South Dakota or Federal Law.

SIGNATURE OF ACCOUNT HOLDER

DATE

1. 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 an 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;
2. 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 IRA and/or other retirement accounts to meet any mandatory distribution requirements.
3. 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.
4. 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.
5. Custodian is acting solely as directed Custodian to custody my assets and in no other capacity. 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.
6. 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.
7. 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).
8. In the event any investment for my account produces taxable income (unrelated or debt financed) pursuant to IRC § 511-514, I agree to prepare or have prepared for me the required 990-T tax form forms to have Custodian pay the necessary taxes from my account. It is my responsibility to understand the tax consequences of when unrelated business income tax may apply to my assets.
9. 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.
10. At all times, the undersigned directs the Custodian to deposit all undirected and uninvested cash into the Deposit Management Program, as defined in the Custodial Account Agreement. Such cash will be placed into one or more financial institutions which qualify as well-capitalized under federal bank regulatory agency definitions. Interest earned net of the Program fee (as defined in the Custodial Account Agreement) shall be credited to your Account at the end of the month provided your Account remains open at the end of the month.
11. 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.
12. 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.
13. 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.
14. 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. 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.
15. 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.
16. Custodian's responsibilities and duties shall be limited to those expressly provided herein and under the Custodial Account agreement as in effect from time to time.

**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, to enact this transaction for my account, in accordance with my Custodial Account Agreement.**