

THE EQUITY TRUST COMPANY

ENTITY

DIRECTION OF INVESTMENT



STOP! IMPORTANT NOTICE
YOU MUST SUBMIT SUPPORTING
DOCUMENTS WITH THIS FORM



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

- **Limited Partnerships** – Copy of Certificate of Limited Partnership filed with the state, and Copy of Limited Partnership Agreement. (Signed by Retirement Account Owner.)
- **Limited Liability Company** – Copy of Private Placement Memorandum or LLC Operating Agreement, and Subscription Agreement.
- **Land Trust** – Copy of the Land Trust Agreement. (Signed by Retirement Account Owner as Beneficial Owner.)
- **Private Stock/C-Corporation** – Copy of the C-Corporation's Articles of Incorporation, a copy of the Private Placement Memorandum or Operating Agreement, and Subscription Agreement. If the corporation issues actual stock certificates these must be physically held by Equity Trust Company.



GENERAL INFO

In order for you to make an investment with your self-directed retirement account, you must make a formal request to do so. This form allows you to make a formal investment request. Before you make any investments with your account, please make sure the following key points are true:

- **You have set up your Equity Trust Company retirement account.**
- **Your account has the funds available to make the investment.**
- **You have found an investment for your HSA.**



WHEN TO USE THIS FORM

The purpose of the Entity Direction of Investment Form is used to initiate an investment on behalf of your individual retirement account of one of the following types:

- **Limited Partnerships**
- **Limited Liability Company**
- **Land Trust**
- **Private Stock**
- **C-Corporations**

If the investment that you are purchasing is not listed above, this form may not be the correct form for your purchase. For assistance please contact a Client Service Specialist 440-323-5491 option 3 during normal hours of operation (8:30 a.m. to 7:00 p.m. EST)



SUBMISSION OPTIONS

BY FAX
(440) 366-3752

OVERNIGHT
Equity Trust Company
225 Burns Road
Elyria, OH 44035

REGULAR MAIL
Equity Trust Company
PO Box 1529
Elyria, OH 44036

BY E-MAIL
help@trustetc.com

DO NOT FAX OR MAIL THIS COVER PAGE



Entity | Direction of Investment

EQUITY TRUST COMPANY
A Leader In Self Directed**1 LIST YOUR HSA ACCOUNT INFORMATION**

ACCOUNT OWNER NAME		ACCOUNT NUMBER	
E-MAIL ADDRESS		PRIMARY DAYTIME PHONE NUMBER	
FAX NUMBER		SECONDARY DAYTIME PHONE NUMBER	

2 HOW DO YOU WANT THIS INVESTMENT PROCESSED? (CHOOSE ONE OPTION)

OPTION #1
EXPEDITED PROCESSING SERVICE (\$50.00)

Expedited investment processing requests will generally be completed in approximately 1 Business day. (Unless Corrections Are Required)

OPTION #2
NORMAL PROCESSING SERVICE

Normal investment processing will be completed in approximately 3 Business Days. (Unless Corrections Are Required)

PROCESSING INSTRUCTIONS Processing begins on the business day your paperwork is received when it is received before 10:00 a.m. Eastern Standard Time. If paperwork is received after 10:00 a.m. EST, Administrative Processing will start the next business day. If your investment requires any corrections, investment processing will STOP until the proper corrections have been made. In order for Investment processing to resume on the day it was stopped, you must submit all corrections before 12:00 noon Eastern Standard Time (That Business Day).

3 STOP! HAVE YOU TITLED YOUR INVESTMENT CORRECTLY? (CHOOSE ONE)

I am making an Investment titled directly to my HSA and my HSA will be 100% owner. (Investment titling shown in "Quotations")
"EQUITY TRUST COMPANY CUSTODIAN FBO ACCOUNT OWNER NAME HSA"


My HSA will be LESS than 100% owner in the investment or I am investing using my INDIVIDUAL 401(k) or QUALIFIED PLAN.
SEE INSTRUCTIONS FOR FURTHER DETAILS...

TITLING When purchasing an asset for your HSA it is imperative that it is properly titled in your HSA's name, Equity Trust Company Custodian, for the Benefit of (FBO) Your Name HSA. Equity Trust will not accept any investments which are not properly titled.

4 DO YOU HAVE DOCUMENTS THAT NEED TO BE SIGNED?

YES, This investment has documents that need signing.

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

* IF NO, CONTINUE TO SIGN & DATE 

DOCUMENT PROCESSING FEES The Document Processing Fee is \$5.00 - For documents requiring a notary.

LIST THE TITLE(S) OR NAME(S) OF THE DOCUMENT(S) THAT REQUIRE SIGNING:

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

IF MORE LINES ARE NECESSARY To list additional documents, attach a separate sheet Titled "Addendum A".

MAIL AND/OR FAX SIGNED DOCUMENTS: (CHOOSE ONE OR BOTH OPTIONS)

MAIL	MAIL TO				
	ADDRESS		CITY	STATE	ZIP CODE
	<input type="checkbox"/> Send Overnight Mail (\$18.00)		<input type="checkbox"/> Send Regular Mail		<input type="checkbox"/> Mail Documents With The Check
FAX	ATTENTION		FAX NUMBER		

SIGN & DATE**CHECK THIS PAGE ONE MORE TIME AND MAKE SURE IT'S COMPLETE, CONTINUE TO NEXT PAGE** 

Account Owner's Signature

Date



Custodian's Signature

Date

Entity | Direction of Investment

EQUITY TRUST COMPANY
A Leader In Self Directed**5 HOW WOULD YOU LIKE THIS INVESTMENT TO BE FUNDED?**

AVAILABLE CASH FUNDS Cleared funds must be available in order to make an investment. Funds are available to invest 7-Business Days after the deposit of a personal or business check. Funds are available immediately from the deposit of a cashier's check, money order or bank wire.

HOW MUCH FUNDS ARE NEEDED TO MAKE THIS INVESTMENT? \$ _____

OPTION #1**SEND FUNDS BY WIRE**

BANK NAME

ABA ROUTING # (9 DIGITS)

FOR CREDIT TO

ACCOUNT NUMBER

FOR FURTHER CREDIT TO

BANK PHONE NUMBER

Wire Fee (\$30.00 Per Wire)

OPTION #2**SEND FUNDS BY CHECK**

MAKE CHECK PAYABLE TO

MAIL CHECK TO

ADDRESS

CITY / STATE / ZIP

CHECK TYPE AND MAILING OPTIONS _____

- Cashier's Check (\$10.00), Requires Overnight Mail (\$18.00)
 Regular Check, By Overnight Mail (\$18.00)
 Regular Check, By Regular Mail (No Additional Charge)

6 WHAT ENTITY ARE YOU INVESTING IN?

ENTITY TYPE: LLC C-Corporation Land Trust Limited Partnership Other:

ENTITY NAME

CONTACT NUMBER

ADDRESS

CITY / STATE / ZIP CODE

SUBCHAPTER "S" CORPORATIONS A Retirement Account may NOT invest in a Subchapter "S" Corporation.

7 WHAT PERCENTAGE OF THE ENTITY WILL YOUR HSA ACCOUNT OWN?

How many Units/Shares are being Purchased by this Retirement Account: _____ Price per Unit/Share: \$ _____

What percentage of the Entity will be owned by this Retirement Account? _____%

8 WHO WILL MANAGE THIS ENTITY? (THIS PERSON MUST COMPLETE THE WORKSHEET ON THE NEXT PAGE)**WHAT IS THE MANAGING MEMBER'S TITLE?**

General Partner Managing Director Officer Other _____

UNRELATED BUSINESS INCOME TAX Owning business in an entity classified as a flow through entity, might cause the occurrence of Unrelated Business Income Tax. For further information contact your tax professional or CPA. You may also visit the www.IRS.gov for additional information, see the Form 990-T instructions.

MANAGING MEMBER'S CONTACT INFORMATION

CONTACT NAME

CONTACT PHONE NUMBER

ADDRESS

CITY / STATE / ZIP CODE

CLIENT STATEMENT OF UNDERSTANDING

I warrant that I have reviewed the provisions of Section 4975 of the Internal Revenue Code (IRC) and that the party from whom the investment is being acquired is not a disqualified person as defined by IRC 4975(e)(2). Furthermore, I warrant that by acquiring this investment I have not directly or indirectly participated in a prohibited transaction as defined in IRC 4975(c) I warrant that this investment does not contain any shares of a Subchapter "S" corporation.

SIGN & DATE**CHECK THIS PAGE ONE MORE TIME AND MAKE SURE IT'S COMPLETE, CONTINUE TO NEXT PAGE** ➔

Account Owner's Signature

Date



Custodian's Signature

Date

Entity | Direction of Investment

EQUITY TRUST COMPANY
A Leader In Self Directed**9 MANAGING MEMBER WORKSHEET****Q. WHO SHOULD COMPLETE THIS PAGE?****A. THIS PAGE IS TO BE COMPLETED BY THE INVESTMENT SPONSOR/MANAGING PARTNER/TRUSTEE OR OFFICER OF THE INVESTMENT ENTITY.**.....
DEFINITION: The Entity Sponsor is also known as the General Partner, Managing Partner, Trustee, or Officer of the Investment Entity.
.....**(FILL-IN THE BLANKS):**I _____ (“Managing Member’s Name”) the Investment Sponsor/
General Partner/Managing Partner/Trustee or Officer of _____
 (“Entity Name”) hereby agree to meet the following requirement requested by the Retirement Account Custodian. The following list
does not include all responsibilities asked of the investment sponsor by the Custodian but rather highlights a number of them.
.....**PLEASE “INITIAL” NEXT TO EACH REQUIREMENT:**

JD	Example statement...
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- _____ I agree to provide to the Custodian, an annual Fair Market Valuation (FMV), by January 10th of each year, for each retirement account administered by Equity Trust Company.
- _____ I agree to ensure that each investment made for a retirement account will be properly registered in Equity Trust Company’s name as custodian, for the benefit of the account holder.

Equity Trust Company Custodian FBO Retirement Account Owner’s Name HSA**PO Box 1409 Elyria, OH 44036**

- _____ I warrant that neither this entity nor the undersigned acting as Investment Sponsor/General Partner/Managing Partner/Trustee or Officer of the investment entity does not constitute 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(c).
- _____ I warrant that no retirement plan owner will receive any personal benefit from this particular investment outside of appreciation of the particular investment.
- _____ I have made retirement plan investors aware that investing in a limited partnership or limited liability company may generate Unrelated Business Taxable Income (UBTI). I agree to notify retirement plan owner if UBTI generated exceeds more than the excludable \$1,000 limit.
- _____ 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 this entity offers, beyond the role of a passive custodian for investor’s retirement accounts.

INVESTMENT QUESTIONNAIRE:.....Is this investment a liquid asset? YES NO

Is there a waiting period for the retirement plan to redeem investment? If so, how long? _____

Will there be any charges to the plan owner for re-registration of the investment? If so, how much? _____

Required Minimum Distributions (RMD) occur for many retirement plans at age 70-1/2? How will RMD be handled for retirement plan owners? _____



Entity Managing Member’s Signature

Date



NOTE: The Entity Managing Member’s signature is required on this page and next page.

SIGN & DATE**CHECK THIS PAGE ONE MORE TIME AND MAKE SURE IT’S COMPLETE, CONTINUE TO NEXT PAGE** ➔

Entity | Direction of Investment

EQUITY TRUST COMPANY
A Leader In Self Directed**10 LETTER OF UNDERSTANDING (BETWEEN RETIREMENT ACCOUNT OWNER & INVESTMENT ENTITY)****To: EQUITY TRUST COMPANY.**

This letter constitutes an understanding and acknowledgment by _____ (“Managing Member’s Name”) and _____ (“Account Owner’s Name”) with regard to the role of Equity Trust Company as passive Retirement Account custodian for the Retirement Account Owner, in connection with his/her investment in _____ (“Entity Name“):

- **Equity Trust Company has not solicited, recommended or sold this investment to the Retirement Account Owner.**
- **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 Company’s fees detailed in its HSA adoption agreement and or custodial account agreement).**
- **Through the Direction of Investment, Equity Trust Company, as passive custodian for the Retirement Account Owner, merely follows the instructions of the Retirement Account Owner.**

The undersigned agree 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. Each of 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, private entity worksheet and Direction of Investment. Equity Trust Company may rely on this letter for purposes of accepting the Retirement Account of the Retirement Account Owner and his/her investment instructions.

.....
DEFINITION: The Entity Sponsor also know as the General Partner, Managing Partner, Trustee, or Officer of the entity must sign below.

SIGN & DATE**CHECK THIS PAGE ONE MORE TIME AND MAKE SURE IT'S COMPLETE, CONTINUE TO NEXT PAGE** ➔

Signed this _____ day of _____ (“Month“), 20_____

 _____
 Entity Managing Member’s Signature Date



NOTE: The Entity Managing Member’s signature is required on this page and previous page.

 _____
 Account Owner’s Signature Date

IMPORTANT: Please Ensure That You Read The Following Disclosures Before You Sign And Date These Documents.

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 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;

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 Retirement Account will not affect my retirement income standard; and if a mandatory distribution arises, I will have the ability through my HSA 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 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.

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 (c) (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.

8. 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 HSA, Custodian or the undersigned.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 further directs Custodian to place all un-invested cash funds into Matrix Capital Bank until Custodian receives further direction. 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".

14. Custodian's responsibilities and duties shall be limited to those expressly provided herein and under Custodian's HSA 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 HSA Adoption Agreement, or custodial account agreement of Custodian as may be in effect from time to time.

15. Any suit filed against Custodian arising out of or in connection with its role as custodian of the undersigned's Retirement Account shall only be instituted in the courts of Lorain County, Ohio; and the undersigned agrees to submit to such jurisdiction.

16. 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**CHECK THIS PAGE ONE MORE TIME AND MAKE SURE IT'S COMPLETE, STOP! FORM COMPLETE**

Account Owner's Signature

Date



Custodian's Signature

Date