

THE EQUITY TRUST COMPANY
PROMISSORY NOTE
DIRECTION OF INVESTMENT



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



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.**

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

FOR NOTE SECURED BY REAL PROPERTY...

- **...Issuing a New Note** - A copy of the Original Note & copy of the Proposed Deed of Trust/Mortgage
- **...Buying Existing Note** - A copy of the assignment of note & a copy of the original Note
- **...Issuing a Seller Carry Back Note** - A copy of the Carry Back Note & a copy of the proposed Deed of Trust/Mortgage

FOR A NOTE SECURED BY COLLATERAL OTHER THAN REAL PROPERTY...

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

FOR AN UNSECURED NOTE...

- **...Issuing a New Note** - A copy of the Original Note
- **...Buying Existing Note** - A copy of the Assignment of Note & a copy of the Original Note



WHEN TO USE THIS FORM

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

- **Promissory Note**
- **Mortgage**
- **Deed of Trust**
- **Other Types of Loans**

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



Promissory Note | Direction of InvestmentEQUITY 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 HSAs 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

Promissory Note | Direction of InvestmentEQUITY 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 WHO ARE YOU LOANING MONEY TO?

BORROWER NAME	BORROWER PHONE NUMBER
ADDRESS	CITY / STATE / ZIP CODE

7 WHAT ARE THE TERMS OF THIS LOAN?**WHAT TYPE OF NOTE ARE YOU ISSUING? (CHOOSE ONE)**

- New Note Buying an Existing Note Seller Carry Back (You will need to complete a Sale DOI along with this form)

WHAT PERCENTAGE OF THE NOTE WILL BE OWNED BY THIS HSA	FACE VALUE OF THE NOTE
%	\$

IS THIS NOTE DISCOUNTED?

- NO YES* *If you checked the Yes box and the funds you are requesting for this loan in section 5 are less than face value of the note (above) please explain why:

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	INTEREST RATE OF THE NOTE
		%

BALLOON PAYMENT INFORMATION (OPTIONAL)

DATE OF BALLOON PAYMENT	BALLOON PAYMENT AMOUNT
	\$

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

Promissory Note | Direction of Investment

EQUITY TRUST COMPANY
A Leader In Self Directed

8 IS THIS NOTE SECURED BY COLLATERAL?

NO, This is an unsecured note.*

YES, This note is a secured note.**

WHAT TYPE OF COLLATERAL? (CHOOSE ONE)

<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		
	ADDRESS	CITY / STATE / ZIP CODE	
<input type="checkbox"/> Other	DESCRIBE		

POSITION OF THE NOTE? (IF APPLICABLE) First Position Second Position Other: _____

*IF NO, COMPLETE SECTION 9 THEN SIGN & DATE ⬇

**IF YES, SKIP TO SIGN & DATE ⬇

FOR UNSECURED NOTES ONLY

9 LETTER OF UNDERSTANDING (BETWEEN RETIREMENT ACCOUNT OWNER & BORROWER)

To: EQUITY TRUST COMPANY.

This letter constitutes an understanding and acknowledgment by _____ (“Borrower”) and _____ (“Account Owner 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 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 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.

SIGN & DATE

CHECK THIS PAGE ONE MORE TIME AND MAKE SURE IT'S COMPLETE, CONTINUE TO NEXT PAGE ➡

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

X
Borrower’s Signature _____ Date _____

⚠ NOTE: Borrower signature is only required if the note is unsecured.

X
Account Owner’s Signature _____ Date _____

X
Custodian’s Signature _____ Date _____

Promissory Note | Direction of InvestmentEQUITY TRUST COMPANY
A Leader In Self Directed**10 LOAN SERVICING AGREEMENT (BETWEEN ACCOUNT OWNER & LOAN SERVICER)****WHO WILL BE SERVICING THIS LOAN? (CHECK ONE)**

- THE RETIREMENT ACCOUNT OWNER** will be acting as the loan servicer. The Retirement Account Owner will be responsible for both **Section A** and **Section B** of this page.
- AN INDEPENDENT THIRD PARTY** will be acting as the loan servicer.

The following agreement lists the responsibilities of the account owner and their designated loan servicing agent with regard to this investment. The retirement account owner must designate a loan servicing agent that will be responsible for servicing this note. The account owner may act as loan servicing agent as long as the retirement account owner will not receive compensation for performing this service.

A RESPONSIBILITIES OF THE RETIREMENT ACCOUNT OWNER

1. Retirement Account owner must notify Loan Servicing Agent of proper Investment Reference Number (IRN), issued by custodian, to be used in conjunction with deposit coupons.
2. Retirement Account owner must confirm that borrower holds clear title to any underlying collateral with regard to this note. Additionally, Retirement Account owner agrees to prepare the registration of any lien, mortgage, deed, or any other type of title to secure aforementioned collateral.
3. Retirement Account owner must initiate any legal steps required to enforce and protect provisions of this note in case of non performance or default by borrower.

B RESPONSIBILITIES OF THE LOAN SERVICER

1. Provide custodian with a copy of the original note and associated amortization schedule.
2. Provide custodian with year end valuations of the note within 10 days following the end of the calendar quarter, if note has deviated from amortization schedule.
3. Retain complete records of any transaction that occurs with this note, which include, but is not limited to, the history of payment collection.
4. Contact the borrower in writing with regards to issues of payment that are past due including any penalties that might have been incurred.
5. Ensure that all payments received for the note are:
 - Titled correctly "Equity Trust Company Custodian FBO Retirement Account Owner's Name HSA"
 - Forwarded directly to the Custodian, with a deposit coupon referencing the note's Investment Reference Number (IRN).
 - Are not commingled with any other funds including Retirement Account Owner's personal funds.
6. Provide any reporting of interest generated by the borrower to the Internal Revenue Service through Form 1098, and comply with all regulatory deadlines.
7. Furnish the custodian with notification of note payoff by completing a Direction of Sale Form.

LOAN SERVICER INFO (REQUIRED ONLY IF SERVICER IS NOT THE RETIREMENT ACCOUNT OWNER)

AGENT NAME	AGENT PHONE NUMBER
ADDRESS	CITY / STATE / ZIP CODE



Servicing Agent's Signature

Date



NOTE: Agent's signature is only required if the loan will be serviced by an Independent Third Party.

This agreement between the Retirement Account Custodian, Retirement Account Owner, and Note Servicer shall be in effect throughout the life of the note and may not be modified without 30 day advance written notice to the Retirement Account Custodian, Retirement Account Owner and Note Servicing Agent. By signing this agreement Account Owner and Note Servicer understands his/her duties and responsibilities with regard to this investment. Equity Trust Company as custodian will not provide any loan servicing functions for this note and is not responsible for the performance of this note.

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

Account Owner's Signature

Date



Custodian'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