

Private Equity Sale DIRECTION OF INVESTMENT

WHEN TO USE THIS FORM

When you need to initiate a full or partial sale of an alternative investment held within an account.

This Direction of Investment (DOI) form provides all the information necessary to complete the sale of an alternative investment. This request is necessary before an investment can be redeemed from the account.

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

ETC Brokerage Services does not prepare or alter any documents. Please refer to a title company or third party vendor for document preparation.

SUBMISSION OPTIONS

BY FAX: (440) 365-1447

OVERNIGHT:

ETC Brokerage Services 1 Equity Way Westlake, OH 44145

REGULAR MAIL:

ETC Brokerage Services P. O. Box 451340 Westlake, OH 44145

BY E-MAIL: ETCBrokerage@ETCBrokerage.com

IMPORTANT!

ETC Brokerage Services does not investigate, sponsor, or endorse any investment product. You assume sole responsibility for the success or failure of your investments. You and/or your Designated Representative are responsible for directing the investment of assets in your account. ETC Brokerage Services does not provide any investment advice, or recommend or evaluate the merits or suitability of any investment.

If ETC Brokerage's services were suggested by a financial representative, such person is not an agent, employee, representative, or affiliate of ETC Brokerage. ETC Brokerage is not responsible for and is not bound by any representations, warranties, statements or agreements made by any financial representative.

REMITTANCE INSTRUCTIONS

Please have sale proceeds forwarded to ETC Brokerage Services, Custodian FBO "Account Holder's Name", "Account Number".

If sending funds by wire to ETC Brokerage Services, please follow the instructions below:

Wire To:

BMO Harris Bank NA

ABA Number: 071000288

Account Number: 2470177

For Credit To:

ETC Brokerage

For Further Credit To:

Account Owner's Name, Account Number

Please Note:

• ETC Brokerage Services must be informed prior to a wire being sent. Please complete an Funding Coupon or Investment Coupon and fax prior to the wire being sent.



PRIVATE EQUITY SALE DOI

ADVISOR SERVICES

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ACCOUNT INFORMATION

ACCOUNT REGISTRATION			ACCOUNT NUMBER						
DESIGNATED REPRESENTATIVE		PHONE NUMBER							
2 INVESTMENT SALE, LIQUIDATION OR DISSOLUTION INFORMATION									
TYPE (Check One Option) Image: Display transformed provide the second	mited Partnership	C-Corporation	Land Trust						
Other									
ASSET DESCRIPTION		ORIGINAL PERCENTAGE OF OWNERSHIP							
ORIGINAL UNIT/SHARES PURCHASED		ORIGINAL PRICE PER UNIT/SHARES							
Will there be a replacement Yes No If Yes, give a brief description									
3 TYPE OF SALE (CHECK ONE OPTION)									
 TYPE OF SALE (CHECK ONE OPTION) FULL SALE, LIQUIDATION OR DISSOLUTION OF THE INVESTMENT If you choose this option, this asset will be removed from your account once the funds are received. There will be a \$25 fee for the return of original documents via certified mail (if applicable). 									
SALE PRICE	EXPECTED CLOSING DATE (if applicable)		CASH TO BE RECEIVED						
PARTIAL SALE OF THE INVESTMENT 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.									
SALE PRICE	EXPECTED CLOSING DATE (if applicable)		CASH TO BE RECEIVED						
NEW SHARES/UNITS	NEW PERCENTAGE OF OWNERS	SHIP	NEW ASSET VALUE						

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

4 DOCUMENTS REQUIRING SIGNATURE

LIST THE TITLE(S) OR NAME(S) OF THE DOCUMENT(S) THAT REQUIRE SIGNING BY ETC Brokerage Services

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)	4)
2)	5)
3)	6)

If more lines are necessary: List any additional documents on a separate sheet titled "ADDENDUM A" and attach it to this form. Remember to sign and date the addendum.



Advisor Services

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Account Number

5 DELIVERY INSTRUCTIONS

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 e-mail section in addition to the mail section.									
	MAILTO								
AIL	ADDRESS		СІТҮ		STATE	ZIP CODE			
W	Send Overnight Mail (Overnight Delivery Fee Applies)) Send Certified Mail Send Regular Mail								
	Bill to Third Party:	THIRD PARTY ACCOL	NT NUMBER THIRD PART		Y ZIP CODE				
	🗌 FedEx 🗌 UPS								
AX	FAX NUMBER		ATTENTION						
FA									
Ę	EMAIL ADDRESS		ATTENTION						
EMA									

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IMPORTANT: PLEASE ENSURE THAT YOU READ THE FOLLOWING DISCLOSURES BEFORE YOU SIGN AND DATE THESE DOCUMENTS.

1) ETC Brokerage Services (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 any investment shall be solely for Custodian's own purposes of determining the administrative feasibility of the investment company or investment strategy. In addition the acceptance of any investment should not be construed as an endorsement, investment company or investment for any investment investment should not be construed as an endorsement, investment company or investment of any investment company or investment for any investment for any investment should not be construed as an endorsement of any investment company or investment of any investment company or investment for any investment for any investment should not be construed as an endorsement of any investment company or investment of any investment company or investment for any investment for any investment company or investment for any investment for any investment company or investment for any investment for any investment company or investment for any investment for any investment company or investment for any investment for any investment company or investment for any investment for any investment company or investment for any investment for any investment company or investment for any investment for any investment company or investment for any investment for any investment company or investment for any investment for any investment company or investment for any invest

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 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 or that of my Designated Representative 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 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 my Designated 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.

8) 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.

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 Account, Custodian or the undersigned.

10) 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.

11) 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 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 representations.

12) 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 Designated Representative, broker, agent, promoter or representative, except as to civil pleadings or court orders received by Custodian.

14) 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, 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".

15) 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 under-signed, 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.

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.

17) 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 and/or my Designated Representative will be 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 and/or Custodial Account Agreement.

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6 SIGN and DATE

By signing below you are indicating you have read and understand the attached three (3) pages.

Signature of Account Owner/Beneficiary

Date

Signature of Custodian

Date