

WHEN TO USE THIS FORM

The purpose of this *Private Equity Direction of Investment* form is to initiate an investment for one of the following:

- Limited Partnerships
- Limited Liability Companies
- Land Trusts
- Private Stocks
- C-Corporations
- Joint Venture

If the investment that you are purchasing is not listed above, this may not be the correct form for your purchase. For assistance please contact a Customer Service Representative at 877-819-8918.

GENERAL INFORMATION

This *Direction of Investment* form provides all of the information necessary to make a formal investment request. This request is necessary before an investment can be made in an account. Please be sure the following items are in effect before this *Direction of Investment* is returned to ETC Brokerage Services.

- The ETC Brokerage Services account has been established.
- Funds are available to make the investment.

SUPPORTING DOCUMENTATION

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

- **Limited Partnerships** – Completed *Private Equity Representation Letter*, copy of signed Limited Partnership Agreement, filed Certificate of Limited Partnership, Private Placement Memorandum and signed Subscription Agreement with Investor Questionnaire, if applicable.
- **Limited Liability Company** – Completed *Private Equity Representation Letter*, copy of filed Articles of Organization, signed Operating Agreement, Private Placement Memorandum and signed Subscription Agreement with Investor Questionnaire, if applicable.
- **Land Trust** – Completed *Private Equity Representation Letter*, copy of the signed Land Trust Agreement.
- **Private Stock/C-Corporation** – Completed *Private Equity Representation Letter*, C-Corporation's filed Articles of Incorporation, copy of signed By Laws, Private Placement Memorandum and signed Subscription Agreement with Investor Questionnaire, if applicable. If the corporation issues actual stock certificates, these must be physically held by Equity Trust.
- **Joint Venture** – Completed *Private Equity Representation Letter*, copy of signed Joint Venture Agreement and Private Placement Memorandum and signed Subscription Agreement with Investor Questionnaire, if applicable.

SUBMISSION OPTIONS

OVERNIGHT

ETC Brokerage Services
1 Equity Way
Westlake, OH 44145

REGULAR MAIL

ETC Brokerage Services
P. O. Box 451249
Westlake, OH 44145

BY FAX

440-365-1447

BY E-MAIL

ETCBrokerage@ETCBrokerage.com

DO NOT FAX OR MAIL THIS COVER PAGE

INVESTMENT PRODUCTS: NOT FDIC INSURED - NO BANK GUARANTEE - MAY LOSE VALUE

1 ACCOUNT INFORMATION

ACCOUNT REGISTRATION	ACCOUNT NUMBER
DESIGNATED REPRESENTATIVE	CONTACT PHONE NUMBER

2 INVESTMENT INFORMATION

ENTITY TYPE: LLC C-Corporation Land Trust Limited Partnership Joint Venture Capital Call
 Other _____

INVESTMENT NAME	PHONE NUMBER		
ADDRESS	CITY	STATE	ZIP CODE
INVESTMENT AMOUNT	SHARES/UNITS BEING PURCHASED	PRICE PER UNIT/SHARE	
What percentage of the Entity will be owned by this Account? _____%			

WARRANT INFORMATION (IF APPLICABLE)

ID OR CERTIFICATE NUMBER	SHARES/UNITS BEING ISSUED	
CUSIP	EXERCISE PRICE	EXERCISE DATE

3 EXCHANGE OF ASSET (IF APPLICABLE)

<input type="checkbox"/> Full Exchange	If you choose this option, this asset will be REMOVED from your account and a NEW asset for this investment will be posted in your account until the funds are received.
<input type="checkbox"/> Partial Exchange	If you choose this option, only the value of the asset will be adjusted. The asset will NOT be removed from your account until full sale of the asset occurs.
ASSET NAME	A NEW Asset Value is required for a Partial Exchange: _____

4 INVESTMENT FUNDING INFORMATION

AVAILABLE CASH FUNDS Funds must be available in order to make an investment.

SEND FUNDS BY WIRE* (Wire fee applies)

BANK NAME	BANK PHONE NUMBER
ABA ROUTING # (9 DIGITS)	ACCOUNT NUMBER
FOR CREDIT TO	FOR FURTHER CREDIT TO

SEND FUNDS BY CHECK*

MAKE CHECK PAYABLE TO _____

MAIL CHECK TO _____

ADDRESS	CITY	STATE	ZIP CODE
<input type="checkbox"/> REGULAR CHECK REGULAR MAIL (No charge)	<input type="checkbox"/> REGULAR CHECK OVERNIGHT MAIL (Overnight delivery fee applies)	<input type="checkbox"/> CASHIER'S CHECK** (Cashier's Check fee applies)	
<input type="checkbox"/> Bill Third Party for Overnight Mail: <input type="checkbox"/> FedEx <input type="checkbox"/> UPS	THIRD PARTY ACCOUNT NUMBER	THIRD PARTY ZIP CODE	

*Funds will be sent via check and sent in accordance to the Subscription Document/Investment Paperwork if no other option is chosen. **Overnight Mail Required

Account Number _____

5 DOCUMENTS REQUIRING SIGNATURE

- YES**, this investment has documents that need signing.
A list of documents is attached, please remember to sign and date.
- NO**, this investment does not have any documents that need to be signed.

6 DOCUMENT TITLING INSTRUCTIONS

The following examples are provided to ensure supporting documentation is properly titled. Investment titling is shown in "quotations".

I represent that the Equity Investment will be correctly titled as follows:

Investment titled directly to my account.

"ETC BROKERAGE SERVICES CUSTODIAN FBO (ACCOUNT OWNER'S NAME), (ACCOUNT NUMBER), P.O. BOX 451340, WESTLAKE, OH 44145"

Investment titled directly to my account and my account will be less than 100% owner.

"ETC BROKERAGE SERVICES CUSTODIAN FBO (ACCOUNT OWNER'S NAME), (ACCOUNT NUMBER), (PERCENTAGE OF NOTE OWNED BY ACCOUNT)%, UNDIVIDED INTEREST, P.O. BOX 451340, WESTLAKE, OH 44145"

TITLING When purchasing an asset for your account, it is imperative that it is properly titled. ETC Brokerage Services will not accept any investments which are not properly titled. Please contact a Customer Service Representative with any questions regarding proper titling.

7 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. ETC Brokerage Services can retain the processed documents in our safekeeping vault in lieu of mailing, but all documents must be completed and signed by all parties. *Verify with Investment sponsor to determine if original documents are required.

FAX	FAX NUMBER		ATTENTION			
	MAIL TO					
MAIL	ADDRESS		CITY	STATE	ZIP CODE	
	<input type="checkbox"/> Send Overnight Mail (Overnight delivery fee applies)		<input type="checkbox"/> Send Regular Mail		<input type="checkbox"/> Mail Documents with the Check	
	<input type="checkbox"/> Bill Third Party for Overnight Mail: <input type="checkbox"/> FedEx <input type="checkbox"/> UPS		THIRD PARTY ACCOUNT NUMBER	THIRD PARTY ZIP CODE		
	EMAIL ADDRESS		ATTENTION			

8 REQUIRED REPRESENTATION

I represent that **I am not** an officer or director of the borrower or any affiliate thereof, **nor am I** related to any officer or director of the borrower or any affiliate thereof. I also represent that my ownership of this entity (combined with any family member or disqualified person) will be less than 50%.

I represent and disclose that **I am** an officer or director of the borrower or its affiliate, **or that I am** related to an officer or director of the borrower or its affiliate. The nature of the relationship and the combined percentage of the entity owned by my Account, any family member or disqualified person are as follows:

Nature of Relationship Percentage Owned %

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

- 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 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. 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 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 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 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 Account, 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 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 affect 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, 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 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, 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 and/or custodial account agreement.

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 JOINT ACCOUNT OWNER (IF APPLICABLE)	DATE
ACCOUNT NUMBER		SIGNATURE OF CUSTODIAN	DATE