



# DIRECTION TO INVEST

**MAILING ADDRESS**  
Horizon Trust Company  
P.O. Box 30007  
Albuquerque, New Mexico 87190

**FOR OVERNIGHT NIGHT MAIL ONLY:**  
Horizon Trust Company  
6301 Indian School Rd. NE, Suite 614  
Albuquerque, NM 87110

Account # : \_\_\_\_\_ P: 888-205-6036 • F: 505-288-3905 • Operations@Horizontrust.com

In order to process your investment in a timely manner, please ensure to complete all of the following form fields. Failure to complete the following form fields properly may cause delays in the processing of your investment.

Prior to processing your investment instructions, please verify that the issuer or sponsor of your investment has provided Horizon Trust Company, LLC with all required materials and forms. If the sponsor has not provided the correct information, your investment instructions may be delayed.

## PARTICIPANT INFORMATION

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Name : \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone : \_\_\_\_\_ Email : \_\_\_\_\_

## DIRECTION TO INVESTMENT

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Investment Name: \_\_\_\_\_

### PLEASE CHECK THE APPROPRIATE BOX BELOW MATCHING YOUR INVESTMENT TYPE.

*\*Please review and submit the appropriate documents for your investment purchase. Failure to submit the requested documents may cause delays on the processing of your investment.*

- Promissory Note or Mortgage** - Copy of Promissory Note or Mortgage and Security Interest. (i.e. Deed of Trust, Deed of Mortgage and Security Agreement)
- Limited Partnerships** - Copy of Tax ID, Certificate of Limited Partnership and Limited Partnership Agreement signed by all Partners
- Limited Liability Company** - Copy of Tax ID, Articles of Organization and Operating Agreement signed by Members
- Private Stock/C-Corporation** - Copy of Tax ID, Articles of Incorporation and By-Laws. All original stock certificates must be physically held by Horizon Trust Company, LLC.
- Private Placement Memoranda ("PPM")** - Copy of PPM, Operating Agreement and Subscription Agreement
- Real Estate** - All documents associated with the purchase of real estate (Purchase Agreement, Appraisal or Broker Opinion Letter, etc.)
- S-Corporation** - AN IRA IS NOT A QUALIFIED SHAREHOLDER FOR AN S-CORP
- Other** : \_\_\_\_\_

Account # : \_\_\_\_\_

## FUNDING INFORMATION & PAYMENT INSTRUCTIONS

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Amount of Funds Requested : \$ \_\_\_\_\_

Check     Regular Mail *(no charge)*     Overnight Mail *(\$40)*     Cashier's Check + Overnight Mail *(\$55)*

Check Payable to : \_\_\_\_\_ Address : \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Wire Instructions

Bank Name : \_\_\_\_\_ Account Name : \_\_\_\_\_

Account # : \_\_\_\_\_ ABA *(Routing)* # : \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

## PROCESSING OPTIONS

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Normal Processing *(no additional charge)*     Expedited Service *(\$50)*

Note: For same-day service all required documents must be remitted to the Custodian by 11:00 am Mountain Time. If you are mailing your Same-Day Service by overnight delivery, please notify Horizon Trust Company, LLC prior to arrival. Cleared funds must be available in account for processing.

## PARTICIPANT REPRESENTATIONS

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1. Are you or any family members an officer, director, or employee of the investment entity? (If the investment is debt, are you related to the borrower or an officer, director, or employee of the borrowing entity?)  YES     NO  
If "Yes", please explain \_\_\_\_\_
2. Do you or any family members currently own any percentage of the investment entity or any affiliate of the investment entity?  YES     NO  
If "Yes", What percentage? \_\_\_\_\_%
3. Will you, family members or entities under your control own a majority or controlling interest in the investment entity?  YES     NO  
If "Yes", please explain \_\_\_\_\_
4. Will you, or any family member receive a personal gain or benefit as a result of your IRA's investment with the investment entity?  YES     NO  
If "Yes", please explain \_\_\_\_\_

I understand that Horizon Trust Company may fully rely on my representations above and may require that I obtain a legal opinion if the potential for a prohibited transaction exists. \*Please refer to Internal Revenue Code Section 4975 for more information regarding Prohibited Transactions and discuss any potential issues with your legal or tax advisor\*

## DIRECTION TO INVEST DISCLOSURE

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1. Accountholder Warranties. As an accountholder of a Self-Directed Retirement Account, I warrant the following:

- a. I warrant that I have properly titled any asset held by my retirement account;
- b. I warrant that any individuals and/or entities associated with this investment does not constitute a “disqualified person” as defined by 4975(e)(2);
- c. I warrant that I am not receiving any personal benefit from the investments made by my retirement account (e.g. using rental property as a vacation home);
- d. I acknowledge that if my retirement account invests in an asset that does not provide automatic updates in regards to its fair market value (FMV), I must provide that value to Horizon Trust Company each year as requested;
- e. I acknowledge that an investment in my retirement account may create Unrelated Business Taxable Income (UBTI), and I should consult my tax advisor on the tax consequences of my investment;
- f. I warrant that my retirement account has invested in an asset that complies with all applicable federal and/or state requirements;
- g. I warrant that I have provided all documentation associated with the Direction of Investment and accept all risk that may be associated with the asset I have chosen; and
- h. I understand that Horizon Trust Company does not insure the investments made by my retirement account.

2. Neither Custodian nor any employee or agent of Custodian has selected nor 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 from 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 a transaction.

3. Custodian are neither an agent or 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 part involved in the purchase or sale of my investment shall be considered my own agent and representative and not the agent or representative of the Custodian. Custodian will have 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.

4. Custodian is acting solely as a passive Custodian to hold IRA 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 will have no responsibility to question any investment directions given by me or any appointed financial representative. I further understand that Custodian do not compensate nor receive compensation from the undersigned chosen representative.

5. 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 purchase by me. Custodian shall not be responsible to take any action should there be any default with regard to this investment.

6. 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 under 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.

7. Custodian will make no determination as to whether my investment is prohibited. I further understand that should my IRA engage in a prohibited transaction, my account will incur a taxable distribution as well as possible penalties.

8. I represent to Custodian that I have consulted with my own legal and accounting advisors to insure 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).

9. 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 five (5) days prior to the date which they are due.

10. Custodian do 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.

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 is any 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 attorney’s fees). Fines, penalties, liabilities, damages, actions, judgments and claims arising out of such investment and/or breach of the foregoing representation.

## DIRECTION TO INVEST DISCLOSURE *(continued)*

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13. The undersigned authorizes and directs Custodian to execute and deliver, on behalf of my IRA, 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 necessary to comply with this Direction to Invest form.
14. Custodian shall only be responsible to comply with those investment directions given by the undersigned to purchase, retain and/or sell assets attainable by Custodian on a recognizable change 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 the Custodian, in its sole discretion.
15. 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 the Custodian within five (5) days after delivery of such documents by Custodian.
16. Custodian shall have no duty or responsibility to disburse any payment for any investment without any express direction. I agree to furnish Custodian with payment instructions utilizing Custodian's Direction to Invest Form. Custodian will also have the right not to affect any transaction/investment in which it deems to be beyond the scope of its administrative capabilities or expertise.
17. 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 the Custodian have received an investment direction and Custodian shall make reasonable efforts to notify the undersigned if Custodian are 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 with the asset that such funds have been invested to purchase or acquire the asset selected by me.
18. The undersigned consents to the Fee Schedule of Custodian as in effect, may be modified from time to time.
19. 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, IRA owners or estimates of value. These values are only for guidance or reporting purposes and should not be deemed an accurate representation of true market value of the asset. Where no readily available market information exists, assets may be designated "not available".
20. Any suit filed against Custodian arising out of or in connection with its role as Custodian of the undersigned's IRA shall only be initiated in the courts of Bernalillo County, New Mexico; and the undersigned agrees to submit to such jurisdiction.
21. 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.
22. The undersigned releases and indemnifies, holds harmless and defends Custodian from any and all claims, damages, liability, actions, costs, expenses (including, without limitation, attorney's fees) and responsibility for any loss resulting to the IRA, 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.
23. Our trust company is in full concert with the SEC news alert. As a member of RITA, Horizon Trust Company is working through the Association to develop more efficient inter-agency and Association communications regarding suspicious activities. Horizon is also developing investor awareness forms and web-based information that will be made available to our customers and prospects to help them avoid any fraudulent investment sponsors. You will find this at <http://www.ritaus.org/> and <http://www.nasaa.org>.
24. Horizon Trust Company strongly advises you to look into the background and track record of any asset sponsor you may decide to invest with. Avoid any extraordinary claims for investment returns, especially in today's depressed markets. If anyone suggests that Horizon or the IRS has "approved" their investment, decline their offering, as neither Horizon nor the IRS ever approves investments. Take advantage of the information on the regulatory agencies web-sites for other "red flags" that may be indicative of fraud, or call us if you think there may be suspicious activity associated with an asset you currently hold. Horizon has developed a collaborative relationship with industry regulators and can communicate legitimate concerns you may have. Our trust company is committed to cooperating with regulators in their effort to mitigate or eliminate fraud, and Horizon wants to help you protect your retirement savings.

## PARTICIPANT AUTHORIZATION

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My IRA 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 are not a "fiduciary" for my account, as the term is defined by 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 agreement. I have read and received all pertinent information relating to the investment named herein.

IRA Owner Signature : \_\_\_\_\_ Date : \_\_\_\_\_