

## DIRECTION OF INVESTMENT

### **Self-Directed Retirement Accounts**

O Horizon Trust Correspondence, PO BOX 27068, Newark NJ 07101

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 with all required materials and forms. If the sponsor has not provided the correct information, your investment instructions may be delayed.

PART I. ACCOUNT OV	VNER INFORM	ATION		
First Name:	M.I.:	Last Name:		Account #:
Last 4 SSN Digits:	Date of Birth: (MM/	/DD/YYYY) Email Add	dress:	
PART 2. INVESTMENT	INFORMATIO	N		
Investment Name:		Additional	l comments/Informa	tion:
Please check the appropriate bo your investment purchase. Failu				
		and requires no additiona held in your Horizon Trust acco		ntation.
Real Estate (All documents ass	ociated with the purchase	of real estate: Purchase Agreer	ment, Settlement Statement	t, Deed of Trust, Promissory Note, etc.)
Promissory Note / Mortga	ge (Copy of Promissory No	ote/Mortgage and Security Inte	rest; I.e., Deed of Trust, Deed	d of Mortgage, and Security Agreement)
Limited Partnerships (Copy of	of Tax ID, Certificate of Lim	nited Partnership, Limited Partn	ership Agreement signed by	all Partners, and Subscription Agreement)
Limited Liability Company	(Copy of Tax ID, Articles of	Organization, and Operating Ag	greement signed by Membe	rs)
Private Stock / C-Corpora	tion (Copy of Tax ID, Artic must be physically he		Subscription/Stock Purchas	e Agreement; All original stock certificates
Private Placement Memora	anda ("PPM") (Copy of	PPM, Operating Agreement, and	d Subscription Agreement)	
Other; Please explain:				

# **Investment & Document Titling**

Because your account is considered to be the legal owner of your investments, all assets and documents must reflect this ownership. Failure to title assets correctly may cause delays and/or tax consequences. The correct titling should be as follows:

"Horizon Trust FBO: (Your Name) (Account Type)"

Example: Horizon Trust FBO: Jane Doe Roth IRA

<b>PART</b>	3. FUNDING INFOR	RMATION &	<b>PAYME</b>	ENT INS	STRUCT	IONS		
Amount	t of Funds Requested:							
Please s	select how you would like fu	nds sent for your	r investmer	nt:				
Ор	tion 1. Check (See current Fe	ee Schedule for applica	able fees.)					
Ser	nd check via: Regular	Mail	Overnight N	Mail (\$50.00)		Cashier's C	heck + Ove	rnight Mail (\$50.00)
Pa	yee Name:				Payee Ta	x ID #: (If ap	pplicable)	
Pa	Payee Address:			City:			State:	Zip:
-	tion 2. Wire							
Ba	nk Name:		Phone:			Che	ck here if sens	rate wiring instructions or
								tion is attached.
Pa	yee Name: (On bank account)				Payee Ta	x ID #: (If ap	pplicable)	
Pa	yee Address:			City:			State:	Zip:
Ac	count #:	Type:			(Routing)	#:	Type:	
		Checking	Savir	ngs			( ) Wire	( ) ACH
(	If the ABA routing number as a wire. If the ABA routin	provided accepts b	ooth wire and	d ACH trans	action and t	he box abov	e is not chec	ked, funds will be sent
PART	4. PARTICIPANT RE			wire accour	it, iuiius wiii	De Sent dS d	an Aon.	
	or any family members an of			of the inves	tment enti	tv? (If the in	vestment is	s debt. are vou related
	orrower or an officer, director							
O No	Yes; Please explain	n:						
Will you,	family members, or entities	under your contro	ol own a m	ajority or co	ontrolling i	nterest in th	ne investme	nt entity?
O No	Yes; Please explain	n:						
Will you,	or any family member, recei	ve a personal gai	n or benefit	t as a resul	t of your IR	RA's investm	nent with th	e investment entity?
O No	Yes; Please explain	1:						
Do you c	or any family members curre	ntly own any perc	centage of t	the investn	nent entity	or any affili	ate of the ir	nvestment entity?
O No	Yes; What percenta	ige:						

I understand that Horizon 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 IRC Section 4975 for more information regarding Prohibited Transactions and discuss any potential issues with your legal or tax advisor.

2 of 4 (Rev 01.2023) DIRECTION OF INVESTMENT

#### PART 5. DIRECTION OF INVESTMENT DISCLOSURE

- 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 regard 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 pr 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 t 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 mu 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.

3 of 4 (Rev 01.2023) DIRECTION OF INVESTMENT

- 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 t 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.

#### PART 6. ACCOUNT OWNER AUTHORIZATION

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.

Signature of Account Owner:	Account Owner Name: (Print or Type)	Date: (MM/DD/YYYY)

4 of 4 (Rev 01.2023) DIRECTION OF INVESTMENT