



## Direction of Investment – Un-secured Promissory Note

### IMPORTANT INFORMATION

This form shall be used for un-secured notes. If the note is being secured by real estate, then the Secured Promissory Note shall be used. As Lender, the note should be payable to: Directed Trust Company FBO (Client Name)(Account Type). For example, Directed Trust Company FBO John Smith Traditional IRA, or, Directed Trust Company FBO John Smith Roth IRA, or Directed Trust Company FBO John Smith HSA, etc.

The Account Owner is responsible for obtaining a copy of the executed documents for his/her review and records, and shall provide final copies to Directed IRA. These documents should include the following.

- Original signed note or Assignment of Note (Required)

NOTE: All documents that Directed IRA is asked to sign on behalf of an Account Owner's Retirement Plan must be signed "read and approved" by the Account Owner in advance.

Please include a payment and amortization schedule and, where applicable, the loan servicing agreement for any third-party loan servicer.

### Processing Options

Select an option below. If no option is selected, Directed IRA will process your request as normal (within 3 business days). I understand that if my account does not have sufficient funds, my transaction may not be processed. Processing cannot begin until all Investment Documents have been received and determined to be in good order.

- Next-Day Service (\$150) – Must be received by 4pm MST       Same-Day Service (\$250) – Must be received by 10am MST

### 1. Account Owner Information

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Last 4 of SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone Number: \_\_\_\_\_

Directed IRA Account Number: \_\_\_\_\_ Account Type: \_\_\_\_\_

### 2. Note Information *Check any that apply*

\* I hereby authorize Directed Trust Company to execute (if applicable), the attached documents pertaining to this investment on behalf of my IRA account.

#### New Note

- This is a new Note and The Loan Amount is \$ \_\_\_\_\_

#### Existing Note

- This is a purchase of an existing Note that is in good standing.  
 This is a purchase of an existing Note that is in default and is non-performing.  
 This Note is being purchased at a discount to the Note face value, the current amount owed on the Note is \$ \_\_\_\_\_

#### Loan Amount:

The amount below is the amount that you request to be sent for the purchase of the Note Investment.

Loan Amount for New Note or Purchase Amount for Existing Note: \$ \_\_\_\_\_

Terms of the Note  Principal and Interest       Interest only

Interest Rate: \_\_\_\_\_%      Maturity Date: \_\_\_\_\_      Total Number of Payments: \_\_\_\_\_

Payment Amount: \$ \_\_\_\_\_      Date of First Payment: \_\_\_\_\_

Frequency of payments:  Monthly       Annually       Lump Sum       Other \_\_\_\_\_

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**3. Borrower Information (Borrower who is an Individual)**

Borrower Name (First, Mi, Last): \_\_\_\_\_

Borrower's Social Security Number: \_\_\_\_\_

Borrower's Address: \_\_\_\_\_

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

Borrower's Phone Number: \_\_\_\_\_ Borrower's Email Address: \_\_\_\_\_

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**4. Borrower Information (If Borrower is a Corporation, LP, LLC, or other entity)**

Name of Borrowing Entity: \_\_\_\_\_

Contact Name (First, Mi, Last): \_\_\_\_\_

Title at Company: \_\_\_\_\_

Borrowing Entity's Tax ID Number: \_\_\_\_\_ State in which company is Registered: \_\_\_\_\_

Borrower's Address: \_\_\_\_\_

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

Borrower's Phone Number: \_\_\_\_\_ Borrower's Email Address: \_\_\_\_\_

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**5. Funding Instructions**

*Please select option A or B below:*

A.  Check

Make Check Payable To: \_\_\_\_\_

Mail Check To: \_\_\_\_\_

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

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

**Delivery:**  Regular Mail (7-10 business days)  Priority Mail (2-3 business days) (\$15.00)  Overnight Mail (\$35.00)

B.  Electronic Funds Transfer

Bank Name: \_\_\_\_\_ Routing Number: \_\_\_\_\_

Account Holder's Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Reference Number: \_\_\_\_\_ Account Type:  Checking  Savings

**Delivery:**  Wire  ACH

\*Routing Number may differ depending on selection

Name of Title/Escrow Company/Closing Attorney to Receive Funds (if applicable): \_\_\_\_\_

If a title/escrow company/closing attorney is escrowing the funds, please provide their information. The Check and/or Wire information should be as instructed by title/escrow/closing attorney.

Title/Escrow Office: \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

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## 6. Risk of Loss

**\*\*\*\* CAUTION: Un-secured Notes can be risky investments as there is no collateral or asset securing the investment. The re-payment of the Note is entirely based on the ability of the borrower to re-pay. By issuing this Direction of Investment you hereby agree to you are satisfied with the risk and the ability of the borrower to re-pay based on your own due diligence. \*\*\*\***

Your account is self-directed and by instructing Directed IRA to process it you hereby agree that you have investigated the ability of the borrower to re-pay and that you have sought your own legal counsel regarding the Note to be funded or are otherwise satisfied with the terms of the Note document.

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## 7. Acknowledgment & Signature

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 Directed Trust Company (Tradename, Directed IRA), the Custodian and Administrator, is not a "fiduciary" for my account, as the term is defined in the Internal Revenue Code, ERISA or any other applicable federal, state or local laws. I understand and acknowledge that by directing Directed Trust Company to execute any investment documents on behalf of my account, any obligations, declarations, duties, responsibilities, or liabilities contained in such investment documents strictly pertain to me, as the account owner, and shall not apply to Directed Trust Company in any capacity, as Directed Trust Company is solely the passive, directed custodian for my account and acts only pursuant to my written instruction. I acknowledge and confirm that I have received, read and understand each of the disclosures for my account(s) and direction(s) of investment, and consent and agree to the terms and condition contained therein.

By signing below, I hereby direct Directed Trust Company, in its passive capacity, to enact this transaction for my account by signing on behalf of my account where indicated in the investment documents and hereby release, indemnify, and agree to hold harmless and defend Directed Trust Company in the event that this transaction violates any federal or state law or regulation, results in litigation, or otherwise results in disqualification, penalty, fine, or tax imposed upon me, my account, or Directed Trust Company.



\_\_\_\_\_  
Account Owner Signature

\_\_\_\_\_  
Date

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**INVESTMENTS: NOT FDIC INSURED ■ NO GUARANTEE ■ MAY LOSE VALUE**

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**Email Forms to:**

[Investments@directedira.com](mailto:Investments@directedira.com)

**Send Mail to:**

3033 N. Central Ave. Ste. 415  
Phoenix, AZ 85012

**Fax:**

(602) 899-9641

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Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation

## Direction of Investment Disclosure

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1. ACCOUNT OWNER WARRANTIES. As an account owner of a self-directed retirement account, I represent and warrant to Directed IRA Tradename Directed Trust Company (“Custodian”) the following:

- I. I warrant that I have properly titled the asset held by my retirement account;
- II. I warrant that I am not receiving any personal benefit from the investments made by retirement account (e.g. using your rental property as a vacation home);
- III. I acknowledge that if my retirement account invests in an asset that does not provide an automated update in regards to its fair market value (FMV), I must provide that value to Directed IRA each year as requested;
- IV. 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;
- V. I warranty that my retirement account has invested in an asset that complies with all applicable federal and/or state requirements;
- VI. I warrant that I have provided all documentation associated with my investment to Directed IRA.
- VII. I acknowledge that I have read the disclosures provided with the Direction of Investment and accept any and all risk that may be associated with the asset I have chosen; and
- VIII. I understand that Custodian does NOT insure the investments made by retirement account.

2. Custodian nor Custodian’s agent has NOT selected nor recommended any investment for me; and neither Custodian nor any employee of Custodian has acted as a broker dealer or salesperson in completing any purchase or sale of an investment or a security from me.

3. Custodian has 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 Account Owner. Custodian shall not be responsible to take any action should there be any default or any other obligation with regard to this investment unless instructed in a signed writing by Account Owner.

4. It is not the responsibility of Custodian to review or consider 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.

5. 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.

6. I represent to Custodian that I have consulted with my own legal, tax 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).

7. 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 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 IRA, 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 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, judgements and claims arising out of such investment and/or breach of the foregoing representation.

11. 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 with the documents.

12. Any suit filed against Custodian and Administrator arising out of or in connection with its role as Custodian and Administrator of the undersigned's IRA shall only be initiated in the courts of Clark County, Nevada; and the undersigned agrees to submit to such jurisdiction.

13. 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 connections 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.

14. 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 connections 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 this Direction of Investment or resulting therefrom. Under no circumstances shall Custodian be subject to or liable for any consequential, incidental, indirect, special, exemplary or similar damages, including without limitation, damages or costs incurred as a result of loss of time, loss of savings, loss of data, loss of revenues and/or profits, whether foreseeable or unforeseeable that may arise out of or in connection with this agreement or Custodian complying with your directions, regardless if such damages are based in contract, tort, warranty, negligence, strict liability, products liability or otherwise.

15. The undersigned acknowledges, understands and agrees that this Direction of Investment and any other Direction of Investment of the undersigned is subject to all of the term, conditions, representations, warranties and agreements contained in this Direction of Investment Disclosures, the undersigned's Custodial Agreement and Disclosure Information and any other documents or disclosures provided to you by Custodian.



Account Owner Signature

Date

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