

PRIVATE EQUITY SALE

DIRECTION OF INVESTMENT



INSTRUCTIONS AND GUIDELINES

The purpose of the Private Equity Sale Direction of Investment is to provide all of the information necessary when selling a land trust, limited partnership, limited liability company, private stock, c-corporation or joint venture owned by your account.

This form is to be used to initiate a full or partial sale.

- A full sale would represent the outright sale/liquidation/dissolution of ownership.
- A partial sale* would denote a payment that would reduce the percentage of ownership.

**If a partial sale please supply the new asset value, see section 4.*

To facilitate your request in a timely manner, please submit all supporting documents with this form. Sterling Trust does not prepare or alter any documents. Please refer to a title company or 3rd party vendor for document preparation.

Please have sale proceeds forwarded to Equity Trust Company, Custodian FBO "Account Holder's Name" IRA.

If sending funds by wire to Sterling Trust, please follow the instructions below:

Wire To:	Citibank 451 Montgomery Street San Francisco, CA 94104 ABA: 321171184	For Credit To:	Equity Trust Company Account #: 204007397	Further Credit To:	Account Holder's Name, IRA Account Number
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PLEASE NOTE:

- Sterling Trust must be informed prior to wire being sent.
- An incoming wire fee (as shown on Sterling Trust's IRA Fee Schedule) will automatically be deducted from the account.
- Please complete a *Deposit Coupon* and fax prior to wire being sent.



OVERNIGHT:

Sterling Trust
1101 Wooded Acres
Suite 120
Waco, TX 76710

REGULAR MAIL:

Sterling Trust
P. O. Box 2526
Waco, TX 76702-2526

BY FAX:

254-751-0872

BY EMAIL:

IRAServices@SterlingTrustCompany.com



CONTACT INFORMATION

MAILING ADDRESS:

Sterling Trust
P. O. Box 2526
Waco, TX 76702-2526

PHYSICAL ADDRESS:

Sterling Trust
1101 Wooded Acres
Suite 120
Waco, TX 76710

For assistance, please contact a Client Service Representative at:

Phone:
800-955-3434 (Option 2)
254-751-1505 (Option 2)

Fax:
254-751-0872

Website:

www.SterlingTrustCompany.com

Or e-mail questions to:

IRAServices@SterlingTrustCompany.com



P.O. Box 2526, Waco, TX 76702-2526
 PHONE: 800-955-3434 (option 2), 254-751-1505 (option 2)
 FAX: 254-751-0872
 E-MAIL: IRAServices@SterlingTrustCompany.com

PLEASE PRINT CLEARLY. A DELAY IN PROCESSING MAY OCCUR IF INSTRUCTION IS UNCLEAR.

1 LIST YOUR RETIREMENT ACCOUNT INFORMATION

ACCOUNT HOLDER NAME	ACCOUNT NUMBER
E-MAIL ADDRESS	PRIMARY DAYTIME PHONE NUMBER

2 HOW DO YOU WANT THIS INVESTMENT PROCESSED? (CHECK ONE OPTION)

OPTION #1

EXPEDITED PROCESSING SERVICE* (\$50.00)

If there is sufficient cash in your account to process the transaction, expedited processing requests will generally be completed in approximately one business day unless corrections are required.

OPTION #2

NORMAL PROCESSING SERVICE (NO CHARGE)

Normal processing requests will be completed in approximately three business days unless corrections are required.

**Although the feature does not guarantee same day service, it does guarantee that your request will be processed before other non-expedited requests.*

3 INVESTMENT INFORMATION

INVESTMENT TYPE (Check one option)	
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Land Trust <input type="checkbox"/> Limited Partnership <input type="checkbox"/> C-Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other _____	
ORIGINAL PURCHASED UNIT/SHARES	ORIGINAL PRICE PER UNIT/SHARES
ORIGINAL PERCENTAGE OF OWNERSHIP	INVESTMENT REFERENCE NUMBER (IF APPLICABLE)

A **replacement** occurs when an asset in your account is sold and the funds from the sale are used to purchase another asset without the sale proceeds going into your account. A replacement can also occur when an asset defaults and is exchanged for its collateral.

Will there be a replacement? Yes No

If yes, Please describe new asset: _____

4 TYPE OF SALE

FULL SALE, LIQUIDATION OR DISSOLUTION If you choose this option, this asset will be removed from your account once the funds are received. There will be an \$8 fee for the return of original documents via certified mail (if applicable).

APPROXIMATE SALE PRICE \$	EXPECTED CLOSING DATE	APPROXIMATE CASH TO BE RECEIVED \$
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PARTIAL SALE 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.

APPROXIMATE SALE PRICE \$	EXPECTED CLOSING DATE	APPROXIMATE CASH TO BE RECEIVED \$
PROVIDE BRIEF DESCRIPTION OF THE REMAINING ASSET		NEW SHARES /UNITS
HAS YOUR PERCENTAGE OF OWNERSHIP CHANGED? (Check one option) <input type="checkbox"/> NO <input type="checkbox"/> YES, Indicate new percentage of ownership _____ %		NEW ASSET VALUE \$

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



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Account Number _____

5 DOCUMENTS TO BE SIGNED BY STERLING TRUST?

Each document that requires signing must be listed individually, by name.

DOCUMENT PROCESSING FEES The Document Processing Fee is \$5.00 - For documents requiring a notary.

Check here if required documents are held in Safekeeping

LIST THE TITLE(S) OR NAME(S) OF THE DOCUMENT(S) THAT REQUIRE SIGNING:

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)	2)
3)	4)
5)	6)

IF MORE LINES ARE NECESSARY list additional documents on a separate sheet titled "Addendum A".

Yes, Addendum A is attached. *Please remember to sign and date the addendum.*

6 DELIVERY INSTRUCTIONS

HOW WOULD YOU LIKE DOCUMENTS SENT?

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 email* section(s) in addition to the mail section.

*Verify with Investment sponsor to determine if original documents are required.

FAX	FAX NUMBER		ATTENTION		
MAIL	MAIL TO				
	ADDRESS		CITY	STATE	ZIP CODE
	<input type="checkbox"/> Send Overnight Mail (\$25.00)		<input type="checkbox"/> Send Regular Mail		<input type="checkbox"/> Mail Documents with the Check
	<input type="checkbox"/> Bill to Third Party: <input type="checkbox"/> FedEx <input type="checkbox"/> UPS		Third Party Account Number		Third Party Zip Code
E-MAIL	E-MAIL ADDRESS		ATTENTION		

7 PAYMENT OF FEES

How would you like to pay for any service related fees associated with this transaction?

Choose a payment method: Deduct Fees from Account Check Enclosed

Please complete the attached Credit Card Form if you wish to pay by credit card. By completing the *Credit Card Form*, you authorize Sterling Trust to charge this card for all service related fees associated with this transaction (if applicable).

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

1. Equity Trust Company, d.b.a. Sterling Trust (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 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.
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 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 Retirement 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.
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.
I further understand that should my Retirement 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.
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 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.

11. The undersigned authorizes and directs Custodian to execute and deliver, on behalf of my Retirement 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.
12. 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 financial advisor, broker, agent, promoter or representative, except as to civil pleadings or court orders received by Custodian.

13. 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 further directs Custodian to place all un-invested cash funds into a FDIC-insured institution until Custodian receives further direction.

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, Retirement 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".

14. 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.
15. Any suit filed against Custodian arising out of or in connection with its role as custodian of the undersigned's Retirement Account shall only be instituted in the courts of Lorain County, Ohio; and the undersigned agrees to submit to such jurisdiction.
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.

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 Retirement 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 Retirement 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.

SIGN & DATE

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

Signature of Account Holder

Date

Signature of Custodian

Date

Account Number



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CREDIT CARD FORM

A Division of Equity Trust Company

PLEASE PRINT CLEARLY. A DELAY IN PROCESSING MAY OCCUR IF INSTRUCTION IS UNCLEAR.

1 ACCOUNT HOLDER INFORMATION	
ACCOUNT HOLDER NAME	ACCOUNT NUMBER
EMAIL ADDRESS	

2 CREDIT CARD INFORMATION			
NAME OF CARDHOLDER (as stated on front of card)		CARD TYPE: <input type="checkbox"/> VISA <input type="checkbox"/> Mastercard	
BILLING ADDRESS			
CITY	STATE	ZIP CODE	
HOME PHONE	MOBILE PHONE		
CREDIT CARD NUMBER		EXPIRATION DATE (mm/yyyy)	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE			
<p>IMPORTANT -- Please read before signing.</p> <p>The signature below acknowledges that I have received, read and understand Sterling Trust's <i>Terms of IRA Custodial Account Agreement, Disclosure Statement and IRA Fee Schedule</i>; the <i>Terms of IRA Custodial Account Agreement and Disclosure Statement</i> explains the duties, limitations on duties, and the rights of Sterling Trust and depositor; and by signing this form below, the depositor assumes complete responsibility for determining contribution eligibility and tax consequences of any and all contributions or distributions. The Account Holder accepts and agrees to all of the terms and provisions set forth in the <i>Terms of IRA Custodial Account Agreement and Disclosure Statement</i> and has read and accepted the terms of Sterling Trust <i>IRA Fee Schedule</i>.</p> <p><i>My signature below acknowledges that I have read and agree with the Terms of IRA Custodial Account Agreement and Disclosure Statement.</i></p>			
SIGN & DATE			
_____	_____	_____	_____
Credit Cardholder Signature	Date	IRA Account Holder Signature	Date