



Instructions and Guidelines

Use this form to submit new secured, unsecured, or convertible note requests, or to exchange an existing note. To ensure timely processing, please follow the instructions below.

1. Use this form to lend funds or add funds to an unsecured, secured, or convertible note.
2. To purchase a real estate note, use the [Real Estate Note Buy Direction Letter](#).
3. **For a New Note:** Please be aware of the following requirements.
 - a. A fully executed note must be sent along with this form. The requirements are as follows:
 - All asset purchases must be made in the name of the retirement account and NOT the account owner. Title vesting should read: **[Client Account #] The Entrust Group FBO [Client Name]**
 - The agreement must be signed “**read and approved**” with the **client signature** on the first or last page of the note.
 - A **blank signature block** is required for Entrust to sign as the IRA Member/Investor/Purchaser. This must be on the last page of the note.
 - The **purchase amount** needs to be stated in the note.
 - When the borrower is an entity only: The **Manager or Authorized Signer** for the investment must sign the note.*

**Please keep in mind that the investment you purchased will be considered a pending asset until the document(s) with the above requirements have been received. If a fully executed note has not been delivered to The Entrust Group within 60 days of sending funds to the investment provider, the pending record in your account will be removed and marked as a distribution of undirected cash and reported via IRS Form 1099-R.*

4. **For Additional Funds:** Be sure to include a copy of the new note with its updated value. Your updated note must have all of the requirements listed above.
5. **For a Note Exchange:** A fully executed lending document must be sent along with the form.



Required Documentation

The required documentation will vary depending on the type of note.

1. SECURED NOTE:

- ☐ ORIGINAL SECURED NOTE WITH ALL REQUIREMENTS MUST BE MAILED TO ENTRUST in order for us to release funds
 - Please make sure to address your mailings to: **'ATTN to: Alternative Assets'**
 - You may provide a copy of the original secured note so we can start the review process but we do require that you send the original secured note as soon as you can so we can release your funds. We cannot release your funds without the original note
- ☐ Collateral agreement
- ☐ Articles of incorporation (if borrower is an entity)
- ☐ Amortization schedule (optional - if you have one, please provide it. This will help us recordkeep the income we receive from your investment)

2. UNSECURED NOTE:

- ☐ Copy of the original unsecured note (please review our requirements listed above)
- ☐ Articles of incorporation (if borrower is an entity)
- ☐ Amortization schedule (optional - if you have one, please provide it. This will help us recordkeep the income we receive from your investment)

3. CONVERTIBLE NOTE:

- ☐ Copy of the original convertible note (please review our requirements listed above)
- ☐ Amortization schedule (optional - if you have one, please provide it. This will help us recordkeep the income we receive from your investment)



Submission Options

SUBMIT BY FAX	SUBMIT BY EMAIL	SUBMIT BY MAIL
(510) 587-0960	alternativeassets@theentrustgroup.com	The Entrust Group 555 12th Street, Suite 900 Oakland, CA 94607

1 Account Owner Information

NAME (as it appears on your account application)	ENTRUST ACCOUNT NUMBER	ACCOUNT TYPE
EMAIL ADDRESS (required)		DAYTIME PHONE NUMBER

2 Review Processing (select one)

NOTE: The review request does not guarantee the completion of the transaction. Funding will occur the next business day if ALL required documents are in good order once documents are reviewed. If documents require any corrections, the corrected documents must be submitted before 9:00 a.m. Pacific Time that business day for same day funding.

OPTION #1 <input type="checkbox"/> NORMAL REVIEW REQUEST (within approximately 3-5 business days)	OPTION #2 <input type="checkbox"/> EXPEDITED REVIEW REQUEST (\$150) (within approximately 1-2 business days)
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3 General Asset Information

NOTE: When purchasing an asset, it is imperative that all documents are properly titled/vested in the name of the IRA.

Example: [Client Account #] The Entrust Group Inc FBO [Client Name]

<input type="checkbox"/> NEW PURCHASE	<input type="checkbox"/> ADDITIONAL FUNDING ¹	<input type="checkbox"/> EXCHANGE <div style="margin-left: 20px;"> To: _____ From: _____ </div>
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¹ Additional funding means sending more funds into an asset that is already held in your IRA. We will update the value of the current note. This is not a new purchase.

Note Type (select one)

<input type="checkbox"/> UNSECURED NOTE	<input type="checkbox"/> CONVERTIBLE NOTE	<input type="checkbox"/> SECURED (if secured by property, use Real Estate Note Buy Direction Letter) Note is secured by _____
NOTE VALUE: \$ _____		

Borrower Information (INDIVIDUAL OR ENTITY NAME is the asset name on your Entrust account. If the borrower is an entity, provide the articles of incorporation)

INDIVIDUAL OR ENTITY NAME	IF ENTITY, PROVIDE AUTHORIZED SIGNER NAME	
ADDITIONAL INFORMATION		
ADDRESS	CITY, STATE, ZIP CODE	TELEPHONE NUMBER

Repayment Type (select one)

<input type="checkbox"/> AMORTIZED (please provide the amortization schedule)	<input type="checkbox"/> INTEREST ONLY	<input type="checkbox"/> BALLOON AT MATURITY	<input type="checkbox"/> PRINCIPAL ONLY
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Frequency of Schedule (select one)

<input type="checkbox"/> MONTHLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> OTHER (please specify): _____
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Terms (complete all)

MATURITY DATE	INTEREST RATE OF THE NOTE %	PAYMENT AMOUNT \$
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4 **Outgoing Payment Instructions**PLEASE SELECT YOUR FUNDING METHOD (select one): ☐ WIRE ☐ CHECK ☐ CASHIER'S CHECK ☐ ACH**For WIRE and ACH** (please complete this section if you selected WIRE or ACH)**ACH PAYMENT NOTICE**

Some banks impose character limits for ACH delivery instructions. If your bank cannot receive all the necessary ACH information due to these limits, it may prevent the payment from being processed. As a result, choosing ACH could slow down your transaction or require repeating the process if the bank cannot read all the required details.

PAYEE NAME	BANK NAME		
FOR FURTHER CREDIT TO	BANK ABA / ROUTING NUMBER	ACCOUNT NUMBER	
PAYEE STREET ADDRESS	CITY	STATE	ZIP CODE
ADDITIONAL INFORMATION			

For CHECK and CASHIER'S CHECK (please complete the information below if you selected CHECK or CASHIER'S CHECK)

PAYEE NAME	PAYEE PHONE NUMBER		
PAYEE STREET ADDRESS	CITY	STATE	ZIP CODE
<input type="checkbox"/> MAIL CHECK TO (if different from Payee Address)			
NAME	PHONE NUMBER (for overnight delivery)		
STREET ADDRESS	CITY	STATE	ZIP CODE

SEND CHECK VIA:☐ Regular Mail☐ Overnight Delivery (\$40 fee applies; cannot overnight to a PO Box)☐ Charge my Entrust Account☐ Use third-party billing☐ FedEx ☐ UPS Account #: _____

ADDITIONAL INFORMATION

5 **Pay Entrust Fees (select one)****NOTE: ALL FEES ARE DUE AT TIME OF TRANSACTION. IF NO INDICATION IS MADE, FEES WILL BE DEDUCTED FROM YOUR UNDIRECTED CASH BALANCE. TRANSACTION WILL NOT BE PROCESSED UNLESS SUFFICIENT FUNDS ARE AVAILABLE.**

<input type="checkbox"/> ENTRUST ACCOUNT	<input type="checkbox"/> CREDIT CARD (complete section 6)
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6 Credit Card Information

PAY WITH CARD ON FILE <input type="checkbox"/>		LAST 4 DIGITS OF CARD ____	
NEW CARD (select one): <input type="checkbox"/> VISA		<input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> DISCOVER	
NAME AS IT APPEARS ON CARD		CARD NUMBER	SECURITY CODE
EXPIRATION DATE		BILLING ADDRESS	
CITY, STATE, ZIP CODE			
By signing below, you authorize Entrust to charge your credit card for the fees associated with this transaction. Your request will be processed upon receipt of this form. You understand that inaccurate or incomplete credit card information or charges declined by the credit card issuer will delay the processing of the account transaction. Future changes to the option made above must be submitted in writing.			
SIGNATURE			DATE

7 Account Owner Signature and Investment Acknowledgment

Prior to funding, all transaction documents must be notated "read and approved" with your signature and date (for example, subscription documents and promissory notes).

I understand that my account is self-directed and that the Administrator and/or Custodian will not review the merits, legitimacy, appropriateness and/or suitability of any investment in general, including, but not limited to, any investigation and/or due diligence prior to making any investment, or in connection with my account in particular. I acknowledge that I have not requested that the Administrator and/or Custodian provide, and the Administrator and/or Custodian have not provided, any advice with respect to the investment directive set forth in this Buy Direction Letter. I understand that it is my responsibility to conduct all due diligence, including, but not limited to, search concerning the validity of title, and all other investigation that a reasonably prudent investor would undertake prior to making any investment. I understand that neither the Administrator nor the Custodian determine whether this investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with these requirements, including but not limited to investments that engage in Marijuana-related business activities. If this directive is a request to deliver additional funds to an existing investment held in my IRA, I authorize The Entrust Group to execute this request and I understand that it is my responsibility to seek and acquire guidance from a tax, legal or investment professional if I need such professional advice to ensure compliance with IRC §4975.

I understand that neither the Administrator nor the Custodian is a "fiduciary" for my account and/or my investment as such terms are defined in the IRC, ERISA, and/or any applicable federal, state or local laws. I agree to release, indemnify, defend and hold the Administrator and/or Custodian harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or claims by others, arising out of this Buy Direction Letter and/or this investment, including, but not limited to, claims that an investment is not prudent, proper, diversified or otherwise in compliance with ERISA, the IRC and/or any other applicable federal, state or local laws. In the event of claims by others related to my account and/or investment wherein Administrator and/or Custodian are named as a party, Administrator and/or Custodian shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including, but not limited to, all attorneys' fees, and costs and internal costs (collectively "Litigation Costs"), incurred by Administrator and/or Custodian in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Administrator and/or Custodian, on demand by Administrator and/or Custodian, I will promptly reimburse Administrator and/or Custodian the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Administrator and/or Custodian shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Administrator and/or Custodian will not be responsible to take any action should there be any default with regard to this investment.

I am directing you to complete this transaction as specified above. I confirm that the decision to buy this asset is in accordance with the rules of my account, and I agree to hold harmless and without liability the Administrator and/or Custodian of my account under the foregoing hold harmless provision. I understand that no one at Administrator and/or Custodian has authority to agree to anything different than my foregoing understandings of Administrator's and/or Custodian's policy. If any provision of this Buy Direction Letter is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect. For purposes of this Buy Direction Letter, the terms Administrator and Custodian include The Entrust Group, its agents, assigns, joint ventures, affiliates and/or business associates. I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

I understand that my account is subject to the provisions of Internal Revenue Code (IRC) §4975, which defines certain prohibited transactions. I acknowledge that neither the Administrator nor the Custodian has made or will make any determination as to whether this investment is prohibited under IRC §4975 or under any other federal, state or local law. I certify that making this investment will not constitute a prohibited transaction and that it complies with all applicable federal, state, and local laws, regulations and requirements.

Transactions with insufficient funds will not be processed until sufficient funds are received. If fees are being deducted from your account, the full amount of the transaction plus fees must be available before your transaction can be processed.

Please be aware that if you have directed The Entrust Group to send funds from your account before it has received a fully executed investment agreement signed by all parties that the administrator will record this as a pending investment on your account until such time that the fully executed agreement has been delivered. Prefunded investments are not considered fully executed transactions and will remain in pending status until the assets are delivered to the Entrust Group. If a fully executed agreement has not been delivered to The Entrust Group within sixty (60) days of sending funds to the investment provider, the pending record in your account will be removed and marked as a distribution of undirected cash and reported via IRS Form 1099-R.

I have read and understand the disclosure above.

SIGNATURE	DATE
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