

VIP Services: (888) 855-9856 | info@trustprovident.com 8880 W. Sunset Rd., Suite 250, Las Vegas, NV 89148

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Section 1	Account Owner Information				
First Name	MI Last Name				
1	Last Four Digits of				
Email	Social Security Number Account Number				
Section 2	Processing Ontions				
Section 2	Processing Options				
	pedited processing, please select one of the options below. If no option is selected, "Normal Processing" will apply. be paid from the cash available in your account unless you indicate otherwise. See current Fee Schedule for applicable fees.				
Foi	" "Next-Day" or "Same-Day" Service, all documents must be received, and in good order, by 10 a.m. PST.				
Normal Proces	Image: Next-Day Service       Image: Same-Day Service         n three business days.       Processed by 4 p.m. PST next business day.       Processed within the same day.				
	e fees related to this transaction with the credit card I have on file. (If you do <b>NOT</b> have a credit card on file, please add a pur online profile. If no credit card is on file, fees will be paid from the cash in your account.)				
Section 3	Asset Type to Purchase				
	sset you would like to purchase and review the associated guidelines. Please note the documents that are required for De. Please refer to the current Fee Schedule for any additional fees that may apply.				
<b>Real Estate</b> Supply all documents associated with the purchase of real estate (e.g., Purchase Agreement, Preliminary Title Report, Deed, Lease Agreements) as well as a signed Property Manager Agreement or Property Manager Release Agreement.					
Limited Liability Corporation (LLC) Supply a copy of Tax ID, Articles of Organization, Operating Agreement signed by Members, and Subscription Agreement.					
Supply a copy c (e.g. Deed of Tr	Promissory Note/Mortgage Supply a copy of the Promissory Note/Mortgage, Loan Servicer Agreement or Loan Servicer Release Agreement, and Security interest (e.g. Deed of Trust, Deed of Mortgage, Security Agreement) if secured. If no security interest exists, supply a copy of the signed note with the Borrower's signature notarized.				
Limited Partne Supply a copy o	e <mark>rship (LP)</mark> f Tax ID, Certificate of Limited Partnership, Limited Partnership Agreement signed by Partners, and Subscription Agreement.				
C-Corporation Supply a copy of held by the Cus	f Tax ID, Articles of Incorporation, By-Laws, and Subscription Agreement. All original stock certificates must be physically				
	vate Placement Memorandum (PPM), Raw Land, Tax Liens)				
Description of A					
Supply a copy c	of the purchase documents.				

#### **Titling of Investments**

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

"Provident Trust Group, LLC FBO: [your name and account type]" Example: Provident Trust Group, LLC FBO: John Doe Roth IRA

# Section 4 Investment Contact Information

Please include contact information for the investment you are making.

Check here if this information is included on your investment documents.

Name (Company or Individual)					
Address	City	State	Zip		
Email					
Section 5 Documents to Pro-					
Section 5 Documents to Pro-					
Please list the documents you require us, as the	5 5				
Document 1	Docu	ment 2			
Document Handling A copy of the signed investment documents will refer to the Investment Documentation section of store your documents. If you would like us to ma I would like to mail the documents listed about Attention to	of your account's Custodial A ail the original documents list	greement and Disclosures for ed above to you or a third pa al/address. <i>See current Fee Sch</i>	more information about how we rty, please indicate so below.		
Address	City	State	Zip		
Section 6 Funding and Instru	uction				
All accounts are required to maintain a minimun	n cash balance of \$500.00. If	your request would drop you	r balance below this amount,		
your request may not be processed. Amount of funds to send \$	Ownership Percent of	Investment	%		
			70		
<b>Option 1:</b> Mail a check to the following pay	ee. See current Fee Schedule	for applicable fees Initial here			
Payee Name		Payee Tax ID Numbe	er		
Address	City	State	Zip		
Check Delivery Options: Regular Mail Please note: Overnight mail cannot be deliv	Expedited Delivery	a this option, a street address	s must be provided.		
Option 2: Wire or ACH funds directly to a p	avee's bank. See current Fee	Schedule for applicable fees.			
If the ABA routing number provided accepts both wire and ACH transactions and the box below is not checked, funds will be sent as a wire. If the ABA routing number provided is not for a wire account, funds will be sent as an ACH.					
I have attached separate wire instructions.					
If submitting separate wire instructions, initia Bank Name	Initial here al above and sign instruction.	s before submitting.			
Payee Name (On bank account)		Payee Tax ID Numbe	or .		
			21		
Payee Address	City	State	Zip		
Account Number 🗌 Checking 🗌 Savir	ngs <u>AB</u> /	A Routing Number 🗌 Wire	ACH		

## Section 7 Account Owner Agreement and Authorization

By signing below, I represent that 1) this transaction will not violate the prohibited transaction rules under IRC Section 4975, 2) I will not personally benefit from this investment while it is held in my account, and 3) this transaction does not involve a disqualified person(s) as defined by IRC Section 4975(e)(2). I understand that the Custodian is a passive custodian and does not determine whether investments violate IRS prohibited transaction rules.

#### Important: Please read before signing

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 the Custodian, 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 the Custodian 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 the Custodian in any capacity, as the Custodian is solely the passive, directed custodian for my account and acts only according 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 the Custodian, 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 the Custodian in the event that this transaction violates any federal or state law or regulation, results in litigation, or otherwise results in a disqualification, penalty, fine, or tax imposed upon me, my account, or the Custodian.

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Account Owner Signature

Account Owner Name (Please type or print)

Date (mm/dd/yyyy)



### Congratulations! You are now able to submit your completed request.

Before you submit this form please review all completed information prior to signing. When ready, mail, email, or fax this completed form to:

Mail to: Provident Trust Group 8880 W. Sunset Rd., Suite 250 Las Vegas, NV 89148 Email to: investments@trustprovident.com

**Fax to:** (702) 253-7565

# **Direction of Investment Disclosure**

As the owner of a self-directed account (SDA) with the Custodian, I understand and accept the provisions in this disclosure as controlling the operation of my SDA.

- 1. ACCOUNT HOLDER WARRANTIES. As the owner of an SDA with the Custodian, I represent and warrant the following to the Custodian.
  - i. I have properly titled any asset held by my self-directed account;
  - Any individuals and or entities associated with this investment are not "disqualified persons" as defined by Internal Revenue Code (IRC) §4975(e)(2);
  - iii. I am not receiving any personal benefit from the investments made by the SDA (e.g., using the account's rental property investment as the SDA owner's vacation home);
  - If my retirement account invests in an asset that does not provide timely, annual fair market value (FMV) reports to the Custodian, I must provide that value to the Custodian each year as requested;
  - v. An investment in my retirement account may create Unrelated Business Taxable Income (UBTI), and I will consult my tax advisor regarding the tax consequences and IRS filing requirements for my investment;
  - vi. My SDA will invest only in assets that comply with all applicable federal and state requirements;
  - vii. I will timely provide all necessary documentation associated with my investment to the Custodian;
  - viii. I have read the disclosures provided with the *Direction of Investment* and accept any and all risk that may be associated with the assets I have chosen;
  - ix. I understand that the Custodian does not insure my SDA's investments and that my investments may lose value.
- 2. Neither the Custodian nor any employee or agent of the Custodian selects or recommends any investment for me. I understand that the Custodian or its affiliates may facilitate an investment purchase, but that the Custodian acts solely at my direction and that I am responsible for selecting the investments in my SDA.
- 3. The 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 will be considered my own agent and representative and not the agent or representative of the Custodian. The Custodian has no duty to investigate or make recommendations as to my choice of agent. The Custodian is not responsible for or bound by any representations, warranties, statements, or commitments made by such party.
- 4. The Custodian acts solely as a passive custodian to hold SDA assets and in no other capacity; the Custodian has no responsibility to question or evaluate any investment directions given by me or by my duly appointed representative. I further understand that the Custodian will not compensate (nor receive compensation from) my chosen representative.
- The Custodian has no duty to investigate, analyze, monitor, verify title to, or otherwise evaluate any of my SDA investments, or to obtain or maintain liability, casualty, or any other insurance

coverage with respect to any of my SDA investments. The Custodian has no duty to take any action in the event of any default or other obligation with regard to this investment.

- 6. The Custodian has no duty to review or consider the prudence, merits, viability, or suitability of any of my investments to determine whether the investment is acceptable under ERISA, the Internal Revenue Code, or any other applicable law.
- 7. I understand that certain transactions are prohibited in individual retirement accounts and qualified retirement plans under IRC Section 4975 and other applicable law. The Custodian has no duty to determine whether my investment is prohibited. I understand that if my SDA engages in a prohibited transaction, my account will incur a taxable distribution as well as possible penalties. Because of these potentially adverse consequences, I represent to the Custodian that I have consulted with my own legal, tax, and accounting advisors to ensure that my investments do not constitute a prohibited transaction and that my investments comply with all applicable federal and state laws, regulations, and requirements, including the rule that the party offering the investment is not a disqualified person under IRC Section 4975 (e)(2).
- 8. If any of my SDA investments produce taxable income (such as unrelated business or debt-financed rental property income), I agree to prepare (or have prepared for me) the required IRS Form 990-T along with a *Direction of Investment* authorizing the Custodian to pay the associated taxes from my account. The required forms must be submitted to the Custodian for filing at least five days before they are due.
- 9. If any of my SDA investments are LLCs, I agree to timely file a Beneficial Owner Information (BOI) Report with the Financial Crimes Enforcement Network (FinCEN), as required under the Corporate Transparency Act. I agree to file the BOI Report within the timeframes required by FinCEN or any other regulatory agency. I understand that filing this report is solely my responsibility as the IRA owner. Accordingly, I release and indemnify, and agree to hold harmless and defend the Custodian for any penalties or fines assessed for noncompliance imposed upon the SDA, the Custodian, or the undersigned.
- 10. The Custodian does not provide legal, tax, or accounting services or advice with respect to my investments. Accordingly, I release and indemnify, and agree to hold harmless and defend the Custodian, if my investment or sale of assets violate any federal or state law or regulation or otherwise results in a disqualification, penalty, fine, or tax imposed upon the SDA, the Custodian, or the undersigned.
- 11. The Custodian may act upon any instrument, certificate, or paper that it reasonably believes to be genuine and is signed or presented by the proper person or persons whether or not by facsimile or other copy. The Custodian has no duty to investigate or inquire as to any statement contained in any such writings, but may accept them as conclusive evidence of the truth and accuracy of the statements that they contain.
- 12. I represent to the Custodian that if any investment is considered a security under applicable federal or state securities laws, such investment has been registered or is exempt from registration under such laws, and I release and waive all claims against the Custodian for its role in carrying out my instructions with respect to such investment. I also acknowledge that the foregoing representation is being relied upon by the Custodian in accepting

my Direction of Investment, and I agree to indemnify the Custodian with respect to all costs, expenses (including attorney's fees), fines, penalties, liabilities, damages, actions, judgments, and claims arising out of such investment or breach of the foregoing representation.

- 13. I authorize and direct the Custodian to execute and deliver, on behalf of my SDA, any and all documents delivered to the Custodian in connection with my investment. I agree that the Custodian has no duty to determine that any such documents are complete, accurate, or necessary to comply with my investment direction.
- 14. The Custodian need comply only with my investment directions to purchase, retain or sell assets that the Custodian can obtain "over-the-counter" on a recognized exchange or otherwise, including bank deposits, real property, promissory notes and other indebtedness, mortgages, securities, interests in partnerships and limited liability companies, and accounts receivable. In each case, the Custodian, in its sole discretion, will determine whether the investment may be obtained and whether it is compatible with its administrative and operational requirements.
- 15. I agree that I will be deemed to approve any documents I receive from the Custodian in connection with my investment unless the Custodian receives my written objection within five days after I receive such documents from the Custodian.
- 16. The Custodian has no duty to disburse any payment for any investment without my express direction. I agree to furnish the Custodian with payment instructions using the Custodian's *Direction of Investment* form or such other form approved by the Custodian. The Custodian has the right not to affect any transaction that it deems beyond the scope of its administrative capabilities or expertise.
- 17. The Custodian must use reasonable efforts to acquire or sell investments in accordance with my directions within a reasonable time after the Custodian receives my investment direction, and the Custodian must make reasonable efforts to notify me if it is unable or unwilling to comply with my investment direction. The Custodian must, subject to the foregoing, remit funds as directed, but it has no duty to verify or assess that such funds have been invested to purchase or acquire the asset that I have selected.
- 18. I agree that my account is subject to the Custodian's fee schedule as it may be modified from time to time.
- 19. I understand that illiquid assets (e.g., assets that are not traded on a public exchange) may be difficult to value. Nonetheless, the IRS requires financial organizations to report the fair market value of SDAs each year.

I agree to provide the Custodian with a credible valuation of my SDA assets at least annually no later than 30 days after requested in order for the Custodian to generate accurate IRS reporting. I may also direct the Custodian in writing to accept and report a credible valuation of the assets provided by another party or directly from the investment provider. The Custodian may report the FMV of my SDA assets based on supporting documentation that I (or your third-party provider) submit and that, in the Custodian's sole discretion, deems reasonable and applicable. The Custodian will not be responsible for verifying the accuracy of the FMV that I or my designee provides. I understand that the Custodian will not materially write down any prior valuation without adequate supporting documentation and/or third-party valuation.

If I do not provide to the Custodian an acceptable valuation when required, I agree that the Custodian may, but is not required to, seek a valuation determination. The expenses incurred in preparing such a valuation will be considered an expense of my SDA and may be debited from my account. If my SDA has insufficient liquid assets to pay these expenses, I may pay them myself. Certain SDA reimbursements may be considered annual contributions. To ensure proper governmental reporting, I agree to inform the Custodian of any SDA expense that I pay for outside my SDA. If the Custodian obtains a determination of the value of any asset in my account for recordkeeping or reporting purposes, the Custodian will use reasonable, good faith efforts. Illiquid assets can be difficult to value accurately, particularly without sometimes costly and time-consuming appraisals. Therefore, the Custodian neither guarantees the appropriateness of the appraisal techniques used, nor does it assume responsibility for the accuracy of the valuations obtained.

I agree that if I or my designee fail to provide an acceptable valuation of an asset for a period exceeding 12 months, the Custodian may, but is not required to, distribute the asset to me and issue an IRS Form 1099-R using the last acceptable valuation provided to the Custodian (or the valuation that was originally provided), as appropriate, and that the Custodian has no responsibility or liability for the tax or legal consequences related to that distribution.

The Custodian may receive documentation from investment providers or asset holders regarding assets in my account. The Custodian may, but is not obligated to, forward this information to me. It will remain my sole responsibility to request and ensure that I receive all applicable documentation regarding my investments.

- 20. Any dispute, claim or controversy arising out of, in connection with or relating to the performance of this investment direction, including the determination of the scope or applicability of this direction to arbitrate, will be resolved by binding arbitration before a single arbitrator in the state of the Custodian's principal place of business, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). To the extent that any of the provisions of this agreement conflict with the any AAA rules, the express provisions of this agreement will apply. The arbitrator will be a practicing attorney or retired judge with experience with SDAs and the other subject matter(s) of the claim. The arbitrator's award will be final and binding on the parties, and judgment rendered thereon may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award will be maintained by the parties and arbitrator as strictly confidential, except as is otherwise required by court order, or as is necessary to confirm, vacate, or enforce the award, and for disclosure in confidence to the following representatives of a party that have a need to know and agree to keep such information confidential: attorneys, tax advisors, and senior management.
- 21. I agree that my entire liability and my exclusive remedy in any cause of action based on contract, tort, or otherwise in connection with any services rendered pursuant to this *Direction of Investment* or otherwise furnished by me is limited to the total fees paid by me to the Custodian, and in no event whatsoever will the Custodian be liable for any indirect, consequential, special, punitive, or incidental damages.

- 22. I agree to reimburse or advance to the Custodian, on demand, all legal fees, expenses, costs, fines, and penalties incurred or to be incurred in connection with the defense, contest, or arbitration of any claim made, threatened, or asserted pertaining to my investment through the Custodian, including claims asserted by the undersigned, any state or federal regulatory authority, or any self-regulatory organization.
- 23. I release and indemnify, hold harmless, and defend the Custodian from any and all claims, damages, liability, actions, costs, expenses (including attorney's fees), and responsibility for any loss resulting to the SDA asset, the undersigned, or to any beneficiary or incurred by the Custodian, in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to or in connection with this Direction of Investment. Under no circumstances is the Custodian to be subject to or liable for any consequential, incidental, indirect, special, exemplary, or similar damages, including damages or costs incurred as a result of loss of time, loss of savings, loss of data, or loss of revenues or profits, whether foreseeable or unforeseeable, that may arise out of or in connection with this agreement or the Custodian complying with my directions, regardless of whether such damages are based in contract, tort, warranty, negligence, strict liability, products liability, or otherwise.
- 24. I acknowledge, understand, and agree that this *Direction of Investment* and any other direction of investment that I give the Custodian is subject to all of the terms, conditions, representations, warranties, and agreements contained in this *Direction of Investment Disclosure*, the undersigned's Custodial Agreement, and Disclosure Information and any other documents or disclosures provided to me by the Custodian.