**NON-RECOURSE COMMERCIAL LOAN AGREEMENT**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Borrower: |  | Equity Trust Company Custodian |  | Lender: |  | Insider’s Cash, LLC |
|  |  | FBO ||client\_first\_name|| ||client\_last\_name||, IRA |  |  |  |  |

**THIS NON-RECOURSE COMMERCIAL LOAN AGREEMENT** dated ||purchase\_date||, is made and executed between ­­­ Equity Trust Company Custodian FBO ||client\_first\_name|| ||client\_last\_name||, IRA (“Borrower”) and Insider’s Cash (“Lender”) on the following terms and conditions. Borrower understands and agrees that: (A) in granting, renewing or extending any Loan, Lender is relying upon Borrower’s representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender’s sole judgment and discretion; (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement; and (D) the Loan will be secured by a lien on property or properties owned by Borrower with Lender in first position.

**LOAN.** Lender shall loan to Borrower, and Borrower shall borrow from Lender **$ ||total\_loan\_amount||**. Included in the amount of the Loan is **$ ||origination\_fee||** for loan origination. The proceeds of this loan will be paid directly to the title company closing the transaction, for commercial property being purchased or refinanced by Borrower.

**REPAYMENT OF LOAN.** Borrower hereby promises and agrees to repay to Lender the principal and interest on the Loan. Interest only payments will be required during the interim of the loan and the principal will be due on the last month of the end of the loan. The term of the loan is two (2) years. Payments and interest will be calculated as follows: The interest rate shall be set at twelve percent (12%) per annum, simple interest, with payments beginning 30 days from the funding of this transaction from Lender to the title company involved.  Pursuant to the terms of this Agreement, payments will be as follows:

**$ ||monthly\_payment||**  per month for twenty-four (24) months; and

A balloon payment of **$ ||total\_loan\_amount||** will be due on month 24.

The loan may be prepaid at any time without penalty.

**LATE CHARGE.**  Any installment not paid within ten (10) days of its due date shall be subject to a late charge of 5% of the payment, to the extent permitted by law, for any such late installment. In addition to this late charge, on each and every day past this ten (10) day grace period, the borrower will incur an additional $5 (five) dollar per day penalty.

**PAYMENTS.**  Borrower shall make each required payment to Lender monthly by sending payment to The Note Servicing Center, 3275 E. Robertson Blvd., Suite B, Chowchilla, CA 93610.

**COLLATERAL/ SECURITY.** In consideration of, to induce Lender to make, and to secure the due and punctual payment of the principal of and interest on the Loan in accordance herewith, and to secure the due and punctual payment of all other indebtedness secured by this Agreement, Borrower does hereby now, for security purposes, grant, bargain, sell, mortgage, warrant, pledge, assign, transfer and convey, and grant a first-priority security interest in, with power of sale, to Lender and to its successors and assigns, forever, all of Borrower’s estate, right, title and interest in the following property or properties identified in Exhibit “A,” whether now owned or hereafter acquired; Borrower further conveys all tolls, rents, profits, revenues, improvements, additions, and other rights and privileges subject to the lien of this Agreement; TO HAVE AND HOLD the same unto Lender, its successor and assigns, AS THE SOLE COLLATERAL, upon the terms herein set forth, for the benefit of Lender, its successors and assigns.

Note Holder understands and agrees that regardless of any other provision contained herein, this note is a non-recourse note and note holders sole recourse in the event of a default shall be against the property securing this note and not against the borrower.

Borrower hereby agrees that Lender may file a UCC-1 form, Deed of Trust, Mortgage Deed or other security instrument, at the discretion of the lender, within the relevant city, county, and state offices to secure Lender’s security interest in any and all current and future Collateral offered by Borrower to secure this Note.

**ASSIGNMENT RIGHTS.** Borrower may not assign this agreement without Lender’s prior written consent. Lender, however, may assign this agreement and all of its rights, title, and interest as per this agreement to a third party without Borrower’s consent.

**COVENANTS OF BORROWER.** Borrower hereby warrants and represents that it has not granted, bargained, sold, mortgaged, pledged or assigned and hereby covenants that it will not, except as provided in this Agreement, grant, bargain, sell, mortgage, pledge or assign a Lien upon, as long as this Agreement remains in effect, any of its right, title, or interest hereby assigned, to anyone other than Lender.

Borrower warrants and represents that it has secured all resolutions authorizing the execution and delivery of this Agreement and the related documents.  Borrower’s execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by Borrower and does not conflict with, result in a violation of, or constitute a default under (1) any provision of Borrower’s articles of incorporation or organization, or bylaws, or any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower’s properties.

Borrower warrants and represents that it is a limited liability company for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of Borrower’s state of incorporation. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at225 Burns Road, Elyria, OH. 44035. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower’s state of organization or any change in Borrower’s name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower’s business activities.

Borrower covenants and agrees that this loan is for commercial purposes only and that Borrower cannot personally occupy the property.

**AFFIRMATIVE COVENANTS.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

* 1. Promptly inform Lender in writing of (1) all material changes in Borrower’s financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.
  2. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower’s books and records anytime upon reasonable notice.
  3. Maintain property insurance, liability insurance, and such other insurance as Lender may require with respect to Borrower’s property or properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such Lender’s loss payable or other endorsements as Lender may require.
  4. Use all Loan proceeds solely for Borrower’s business operations, unless specifically consented to the contrary by Lender in writing.
  5. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its property or properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower’s properties, income, or profits.
  6. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower’s properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans with Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender’s sole opinion, Lender’s interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender’s Interest.
  7. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

**ASSIGNMENT OF RENTS.** Assignor hereby assigns to Assignee all Assignor’s right, title, and interest in the Rental Payments; Assignor hereby grants to Assignee the right to enforce at the sole discretion of Assignee, all Assignor’s rights under the contract, including the right to sue for and collect unpaid Rental Payments.

**RESERVE ACCOUNT AND FEE:** At the execution of this agreement, Borrower agrees to place **$ ||monthly\_payment||** in reserves to be held by the Note Servicing Center without liability for interest and as security for the faithful performance by Borrower of Borrower’s covenants and obligations under this agreement.  Lender may, from time to time, without prejudice to any other remedy, use the reserve to the extent necessary to make good any arrearages of principle or interest or to satisfy any other covenant or obligation of Borrower hereunder.  If no such arrearages occur during the term of the loan, the reserve shall be credited towards Borrower’s repayment obligation or refunded.  Also, a $200.00 fee will be required of Borrower, at the time of final payment, for loan servicing to be credited to the Insider’s Cash account with the Note Servicing Center for set-up, monthly expenses and other servicing bills relating to this account.

**LENDER’S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender’s interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower’s failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower’s behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender’s option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note’s maturity.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

* 1. Borrower fails to make any payment when due under the Loan.
  2. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.
  3. Borrower fails to provide its EIN within three (3) days of the execution of this Agreement.
  4. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter. Said warranty, representation or statement made or furnished to Lender by Borrower or on Borrower’s behalf shall be made subject to the best of the knowledge of Borrower, but it is Borrower’s obligation to prove that said warranty, representation or statement was made subject to the best of Borrower’s knowledge and was neither false, misleading or fraudulent.
  5. The dissolution or termination of Borrower’s existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower’s property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.
  6. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower’s accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.
  7. Any change in ownership of twenty-five percent (25%) or more of the common stock or twenty-five percent (25%) or more of the ownership interest of Borrower.
  8. A material adverse change occurs in Borrower’s financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.
  9. Lender in good faith believes itself insecure.
  10. Borrower occupies the property as a primary residence, which makes the full balance of the loan immediately due and payable at the discretion of Lender.

**EFFECT OF AN EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement, at Lender’s option, all indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default as described in subsection “e” above, such acceleration shall be automatic and not optional. Upon Default, Lender may also assign or sell the rights and obligations under this note to any third party for collection.

In the event of default, as delineated above, Borrower shall have certain time periods to cure said default. A monetary default shall be cured within 30 calendar days of the event of default. Said cure shall be subject to a late penalty charge of $250. If the default is non-monetary in nature, Borrower shall have 7 calendar days to cure. Any cure under this provision shall rectify that Agreement in full as if the default did not occur.

**REMEDIES.** If any Event of Default occurs, the Lender at its options and at any time may proceed at law or in equity or otherwise to enforce payment of the Loan at the time outstanding in accordance with the terms hereof, to foreclose on any Liens taken against the Collateral identified herein, and only against the Collateral identified herein. Any attorneys’ fees and costs incurred by Lender to seek repayment of the Loan shall be paid by Borrower, Guarantor, or from any proceeds from the sale of the Collateral before the loan is repaid. Lender understands and herein agrees that regardless of any other provisions contained herein, this Agreement is a non-recourse agreement and the sole recourse in the event of default for Lender, or any of its heirs or assigns, shall be against the property securing this note and not against the borrower.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Borrower agrees to pay upon demand all of Lender’s costs and expenses, including Lender’s attorneys’ fees and Lender’s legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender’s attorneys’ fees and legal expenses whether or not there is a lawsuit, including attorneys’ fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court. In the event that an action is commenced to enforce the terms of this Agreement, or to recover damages for its breach, the prevailing party shall be entitled to recover from the non-prevailing party their or its attorneys’ fees and costs incurred.

Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Borrower agrees and consents to Lender’s sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sole of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower’s obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Utah. This Agreement has been accepted by Lender in the State of Utah. By execution of this Agreement Borrower hereby consents and agrees that any and all disputes that may arise concerning this Agreement or any of the terms of this Agreement, or that concern any aspect of the relationship between Borrower and Lender, shall be decided exclusively in binding arbitration conducted by the American Arbitration Association (hereinafter the “AAA”). Borrower and Lender further consent and agree Borrower may file its complaint with the AAA in its state of residence, but that all AAA arbitration hearings shall be conducted in Utah County, Utah where Lender is headquartered and located, before a single AAA arbitrator. The arbitrator shall be appointed in accordance with the Section R-13, Appointment from Panel, of AAA's Commercial Arbitration rules. Borrower and Lender consent and agree that the AAA arbitrator shall exclusively apply Utah State law to the dispute, regardless of and without giving any consideration to choice of law principles. Borrower and Lender further consent and agree that the AAA arbitrator shall award costs and attorney’s fees to the prevailing party.

Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender’s right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender’s rights or of any of Borrower’s or any Grantor’s obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by facsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party’s address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower’s current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word “Borrower” as used in this Agreement shall include all of Borrower’s subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower’s subsidiaries or affiliates.

All covenants and agreements contained by or on behalf of Borrower shall bind Borrower’s successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower’s rights under this Agreement or any Interest therein, without the prior written consent of Lender.

**Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents**. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and re-dated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower’s Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Borrower acknowledges that it has a strategy and ability to repay the funds it is borrowing under this Agreement within the time frame allotted. Said strategy to repay the funds as provided herein is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS COMMERCIAL LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS.**

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| **BORROWER:** | | |  |  |  |  | | |
|  | | |  | |  | | | |
| Equity Trust Company Custodian FBO | | |  |  |  |  | | |
| ||client\_first\_name|| ||client\_last\_name||, IRA | | |  |  |  |  | | |
|  |  | |  | |  | |  | |
| By: |  |  |  |  |  |  |  |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  |  |  |  | |
| Its: |  |  |  |  |  |  |  |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |  |  |  |  |
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**EXHIBIT A**

**COLLATERAL**

Property Description: ||property\_legal\_description||

Site Address: ||property\_address1||, ||property\_city||, ||property\_state||. ||property\_zip||

Tax ID No.: ||property\_parcel\_id||

EQUITY T RUST COMPANY

*Recurring Bill Pay*

P.O. BOX 1618 • ELYRIA, OHIO 44036 • PHONE: (877) 693-8208 • FAX: (440) 366-3751 • [WWW.TRUSTETC.COM](http://WWW.TRUSTETC.COM) • EMAIL: [HELP@TRUSTETC.COM](mailto:HELP@TRUSTETC.COM)

1 **LIST YOUR ACCOUNT OWNER INFORMATION**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ACCOUNT OWNER NAME  ||client\_first\_name|| ||client\_last\_name|| | | | ACCOUNT NUMBER | | |
| ADDRESS  225 Burns Road | CITY  Elyria | | | STATE  Ohio | ZIP CODE  44035 |
| E-MAIL ADDRESS  ||client\_email1|| | | PRIMARY DAYTIME PHONE NUMBER  ||client\_phone1|| | | | |
| FAX NUMBER | | SECONDARY DAYTIME PHONE NUMBER  ||client\_phone2|| | | | |

2 **PROCESSING PREFERENCE (CHECK ONE OPTION)**

**EXPEDITED PROCESSING SERVICE ($50.00)\*\*  NORMAL PROCESSING SERVICE (NO CHARGE)**

Expedited processing requests will generally be completed in approximately one business day unless corrections are required. Fax to (440) 366-3756

*\*Expedited Processing Service only available on first payment*

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

**NOTE:** Funds must be available for processing fees. To pay by credit card, contact your First Class Service Team.

Processing begins on the business day paperwork is received, if it is received before 10:00 a.m. Eastern Time. If paperwork is received after 10:00 a.m. Eastern Time, administrative processing will start the next business day. If the paperwork requires any corrections, processing will stop until the proper corrections have been made. In order for processing to resume on the day it was stopped, corrections must be submitted before 12:00 noon Eastern Time that business day.

3 **PAYMENT INFORMATION**

**NOTE:** In order to have Equity Trust Company handle a recurring payment, all payments must be for the same amount on the same date each month and payable to the same party. Real Estate Tax Bills cannot be placed on a recurring payment. All recurring payments will be sent by regular check and regular mail.

|  |  |  |  |
| --- | --- | --- | --- |
| PAYMENT AMOUNT | | INVESTMENT REFERENCE NUMBER (IRN)\* | |
| DESCRIPTION OF PAYMENT | | | |
| INFORMATION TO BE REFERENCED ON PAYMENT | | | |
| DATE TO START RECURRING PAYMENTS | DATE TO SEND PAYMENT EACH MONTH  (*Please allow adequate time for USPS mail delivery.)* | | MONTH/YEAR OF LAST PAYMENT (*If no ending date is provided, a written request must be submitted to cease payments).* |
| THIS RECURRING PAYMENT WILL: *(Please check if one of these apply)*  NEW/SET-UP  MODIFY/REPLACE AN EXISTING RECURRING PAYMENT  STOP AN EXISTING RECURRING PAYMENT | | | |

*\*The IRN number can be found on your statement or by logging into your eVANTAGE account. Here is an example of what the IRN numbers may look like: I0070046 or A183742*

**AVAILABLE CASH FUNDS** Funds received into Equity Trust Company may not be immediately available for use by the client based on the method of payment. Funds received by Personal or Business check are available 7 business days after deposit to Equity Trust Company’s bank. Funds received by check from other Custodians are available 5 business days after deposit. Funds received by Cashier’s Check, Money Order or Bank Wire are available immediately upon deposit.

|  |  |  |  |
| --- | --- | --- | --- |
| **SEND FUNDS BY CHECK** | | | |
| MAKE CHECK PAYABLE TO | | | |
| MAIL CHECK TO | | | |
| ADDRESS | CITY | STATE | ZIP CODE |

**IMPORTANT: PLEASE ENSURE THAT YOU READ THE FOLLOWING DISCLOSURES BEFORE YOU SIGN AND DATE THE DOCUMENT**

The undersigned IRA Owner acknowledges that this Payment Directive is being provided to the Custodian under the Individual Retirement Custodial Agreement in force between the parties and, therefore, the undersigned IRA Owner is subject to, and Custodian protected by, the provisions set forth in such agreement and the underlying investment direction form relating to the IRA investment to which this Payment Directive pertains (including, without limitations, the indemnity, hold harmless, release and defense provisions contained in such documents), which documents are incorporated herein by reference to the effect that, among other things, the Custodian is not responsible to do or forbear from, any act the direction of which has not been actually received by the Custodian in a writing signed by the IRA Owner or other proper person (which direction may be by facsimile or other form acceptable to the Custodian and upon which it may rely so long as it believes such direction to be genuine and to be signed or presented by the IRA Owner or other proper person) within a sufficient period of time for such direction to be accomplished in accordance with the Custodian’s normal business practices (without regard to whether Custodian has undertaken efforts to comply with such directive) and to the extent sufficient funds are available in the IRA account.

Signature of Account Owner/Beneficiary Date

Signature of Custodian Date