

# **PROMISSORY NOTE INVESTMENT KIT**

Your complete guide to investing in a Promissory Note with your Self-Directed Account

# THE PROMISSORY NOTE INVESTMENT PROCESS

#### **1. RESEARCH YOUR INVESTMENT**

As with any investment, the first step for the account owner is always to review the investment prior to requesting funding. **Do your due diligence**. This includes:

- Reviewing the IRS rules & regulations regarding prohibited transactions and disqualified parties
- Researching the parties involved in your investment, whether an entity, professional or individual
- Ensuring you have a complete understanding of the investment terms (repayment, timeframes, fees, penalties etc.)

CHECK OUT THE "IRS RULES & REGULATIONS" & "INVESTMENT PROTECTION" TABS AT WWW.iPLANGROUP.COM/ILEARN FOR GUIDANCE!

#### 2. COMPLETE THE INVESTMENT AUTHORIZATION FORM AND OBTAIN SUPPORTING DOCUMENTATION

IPLANGROUP FORM		(Included in the Promissory Note Investment Kit)
Promissory Note Investment	Authorization Form	$\leftarrow$ completed and signed by account owner
SUPPORTING DOCUMENTS		(Based on loan type, not provided by iPlanGroup)
UNSECURED NOTE <ul> <li>Copy of Promissory Note</li> </ul>	<ul> <li>SECURED NOTE</li> <li>Copy of Promissory Note</li> <li>Copy of Security Agreement (eg: Mortgage, Deed of Trust etc.)</li> </ul>	<ul> <li>IF LENDING TO, OR SECURING BY, AN ENTITY</li> <li>iPlanGroup may request supporting documents from the entity, such as the prospectus, memorandum and/or subscription documents</li> </ul>
ALL DOCUMENTS MU	ST USE THE PROPER TITLING WHEN REFER	RRING TO THE "NAME" OF THE LENDER
ACCOUNT TITLI	NG FOR A TRADITIONAL IRA, ROTH IRA, SE	EP IRA, SIMPLE IRA, CESA OR HSA:

iPlanGroup Agent for Custodian FBO [Account Owner Name or Account Number] [Account Type]

#### ACCOUNT TITLING FOR AN INDIVIDUAL 401(K) OR INDIVIDUAL ROTH 401(K):

[Trustee Name] TTEE [Plan Name] 401k FBO [Plan Participants Name or Account Number] C/O iPlanGroup

#### 3. SUBMIT THE AUTHORIZATION FORM & SUPPORTING DOCUMENTS TO IPLANGROUP VIA FAX, EMAIL, OR MAIL

FAX: 440-815-2214

MAIL: iPl 28

EMAIL: invest@iplangroup.com

iPlanGroup 28011 Clemens Rd. Suite B. Westlake, Ohio 44145

#### NOTE: DOCUMENTS MUST BE RECEIVED PRIOR TO 12:00 PM (EST) IN ORDER TO BE REVIEWED THE SAME DAY.

#### 4. iPLANGROUP TAKES IT FROM HERE!

Requests are typically completed within one business day. The account owner will be notified via email upon completion.

Please note: In the event of a deficiency on the iPlanGroup form or supporting documents, or if the account does not have sufficient funds to cover the request, iPlanGroup will reach out to the applicable party to discuss corrections. Completion of the investment request may be delayed until any and all deficiencies are resolved.



Use this form to loan funds from your retirement account via a Promissory Note, or to purchase an existing Secured or Unsecured Note, Mortgage or Deed of Trust.



#### **1. ACCOUNT OWNER INFORMATION**

Account Owner Name			iPlanGroup Account Number
Preferred Daytime Phone Number	Extension	Preferred Daytime Email Addı	ress

#### 2. NOTE INFORMATION

Select one of the fou	r options below:	
1) This is a New	Note	3) This is an Add-On to an Existing Investment*
	s Buying an Existing Note	4) This is an Exchange of an Existing Investment*
□ YES*	□ NO	*If Exchange or Add-On, describe the existing
*If yes, provide	e a copy of the Note Assignment	

#### **3. REPAYMENT DETAILS**

Face Value of the Note	Percentage of Note the Account Will Own	Interest Rate	
\$	%		%
Principal Balance (if buying an existing note)	Balloon Payment Amount (if applicable)	Maturity Date (MM/DD/YY)	
\$	\$		

#### 4. BORROWER INFORMATION

**REQUIRED:** By checking this box, I certify that the borrower is not a lineal ascendant, lineal descendent, disqualified person nor disqualified entity as described by Internal Revenue Code § 4975.

Full Name of Borrower (Individual or Entity Name)			
Legal Address	City	State	Zip Code



#### 5. COLLATERAL INFORMATION

#### **IS THIS NOTE SECURED?**

Yes, this is a Secured Note (*Please indicate collateral below*)

No, this is an Unsecured Note (*Please skip to Section 6*)

#### TYPE OF COLLATERAL AND DETAILS

Select and complete one of the four options below:

#### a) REAL PROPERTY

Parcel ID Number	County		
Address	City	State	Zip Code

#### b) ENTITY/COMPANY

Name of Entity		Managing Me	mber's Name	
Address	City		State	Zip Code

□ By checking this box, I certify that this entity is not owned 50% or more by me, nor a disqualified individual or disqualified entity as described by IRC § 4975. Additionally, I certify that I (nor a disqualified individual or disqualified entity) am not an officer, director, 10% or more shareholder, nor a highly compensated employee in the aforementioned entity.

#### c) VEHICLE OR MOBILE HOME

Year	Make	Model	Vehicle Identification Number (VIN)	
------	------	-------	-------------------------------------	--

d) OTHER

 Collateral Type
 Identification Number\*

 Description

\*Please Note: When assigning collateral to a loan, the collateral must have an identification number. For instance, a parcel ID number for a house, a serial number for an appliance, a VIN for a vehicle, an EIN for an entity, etc.



#### 6. INVESTMENT FUNDING INSTRUCTIONS

A) REGULAR CHECK	B) CASHIER'S CHEC		RE (\$35 Fee)
via Regular Mail	Must be sent via <b>Over</b>	ght Mail* (request	ote: The ABA Routing Number ed below) should be obtained from recipients' bank; This number is
<ul> <li>via Overnight Mail* *</li> <li>\$20 Processing Fee + Cost</li> </ul>	*\$20 Processing Fee + Co	specifica the same	lly for wiring funds and may not be e as the routing number listed on the s' checks .
CHECK IN	N S T R U C T I O N S	W	IRE INSTRUCTIONS
Only complete if requesting a regula Check Amount \$ Make Check Payable to (Name)	r cneck or cashier's check.	Only compl Wire Amou \$ Bank Name	
Mail Check to (Name)		ABA Routin	g Number
Street Address (If overnight mail, canno	t be sent to a PO Box)	Account Nu	mber
City	State 2	Code For Credit t	o (name on bank account)

#### 7. DOCUMENT SIGNING REQUEST

As the investor, do you have documents that you need iPlanGroup to sign on behalf of your iPlanGroup account?

Yes	(List documents below, separate by commas)	No	(Please skip to Section 8)

Once we have signed the documents you've listed above, where/how would you like us to send them? (select at least 1 option)

□ Fax:		Email:				
Regular Mail	Overnight Mail (\$20 Processing Fee	+ Cost)		Pickup a	it iPlanGroup	
Mail to (name or company)		Attention (name	or de	oartment)		
Street Address		City			State	Zip Code



#### 8. PAYMENT OF INVESTMENT RELATED FEES

APPLICABLE FEES RELATED TO THIS TRANSACTION				
	Below are fees the	at may apply, depending on the options you've selected	l on this form:	
	Cashier's Check: \$30	<b>Overnight Mail</b> : \$20 for Processing + Cost	<b>Wire</b> : \$35	
lease ir	ndicate how you would like to pay	y for fees associated with this transaction:		
- '	<b>Not Applicable</b> Dnly select if you did not choose al	ny options on this form which would incur a fee.		
-	<b>Debit fees from my account</b> Please ensure there are enough fui	nds available in the account to cover both the fee(s) & t	he funds needed for this investmen	
	Charge Credit Card: : An online pa ding.	nyment link will be sent to the E-mail address provided l	below prior to	

#### 9. ACCOUNT OWNER AUTHORIZATION AND SIGNATURE

General. By executing this Investment Authorization, I, the Account Owner, certify that I have read and understand the terms and conditions contained herein as well as the terms and conditions contained in my original account agreement and disclosures. I understand and agree that all of the following apply:

- 1) My account is self-directed and I, alone, am responsible for choosing any and all investments for my account;
- 2) I have done my due diligence on the investment I am hereby authorizing;
- 3) Neither IRA Partners LLC dba iPlanGroup ("Administrator") nor Fortis Bank ("Custodian") have provided any tax, legal or investment advice concerning the investment authorized herein;
- 4) I understand and agree that alternative investments, including, but not limited to investments in precious metals, real estate, promissory notes, and private equities, may involve a high degree of risk, including the potential loss of the entire investment; that these investments may be non-liquid; that these investments may be difficult to value; that these investments may include restrictions on their subsequent sale or transfer: and that there may be no secondary market upon which to sell these assets;
- 5) By executing this Investment Authorization, I hereby direct the Administrator to follow the instructions I have provided herein

#### 9. ACCOUNT OWNER AUTHORIZATION AND SIGNATURE (Cont.)

I understand that iPlanGroup ("Administrator") performs certain administration and record keeping duties in conjunction with my Self-Directed retirement Account (the "Account") on behalf of General. By executing this Investment Authorization, I, the Account Owner, certify that I have read and understand the terms and conditions contained herein as well as the terms and conditions contained in my original account agreement and disclosures. I understand and agree that all of the following apply:

**Responsibilities of Administrator and Custodian.** I acknowledge and agree that neither Administrator nor Custodian will be liable for any loss of any kind sustained by me or my account which results from my decision to purchase the investment which I am directing with this Investment Authorization (this "Investment").I understand and agree that, in processing this Investment Authorization, Administrator and Custodian are acting only as my agent and at my explicit direction and that neither Administrator or Custodian have or will be construed as having any fiduciary status by any document or other statement, whether written or oral. I acknowledge that neither Administrator nor Custodian provide tax, legal or investment advice and I warrant and represent that I have received no such advice from either Administrator or Custodian. I certify that I have done my own due diligence investigation regarding the Investment prior to instructing Administrator to make the Investment, and I understand and agree that neither Administrator nor Custodian has reviewed or will review the merits, legitimacy, appropriateness or suitability of this Investment and I further understand and agree that neither Administrator nor Custodian has evaluated or opined regarding the legality of this Investment under any local, state or federal laws and regulations, including securities laws, regulations promulgated by the Internal Revenue Service or rules and regulations promulgated by the Department of Labor. I agree to indemnify and hold harmless both Administrator and Custodian from any and all claims, damages, liability, actions, costs, expenses (including without limitation, attorneys' fees), and any loss to me or my account as a result of any action taken in connection with this Investment or resulting from their serving as Administrator or Custodian for this Investment, including, without limitation, claims, damages, liability, actions, costs, losses or expenses asserted by me.

I understand and agree that (1) if this Investment Authorization and/or any accompanying documentation are not received as complete and in good order or the directions contained therein are, in the sole opinion of Administrator, unclear, Administrator may not process this investment until proper documentation and/or clarification is received, and (2) if there is insufficient undirected cash in my account to fully comply with my instructions to purchase the Investment and to pay all fees associated with the Investment, Administrator will not process the Investment until I provide sufficient funds to Administrator to do so. In either event, Administrator shall have no liability for any loss of investment, income or appreciation resulting from either of the foregoing situations.

I understand and agree that my account is subject to the provisions of the Internal Revenue Code including, but not limited to Section 4975, which defines certain prohibited transactions. I further understand and agree that neither Administrator nor Custodian has made or will make any determination as to whether this Investment is prohibited under Section 4975 or any other local, state or federal statute or regulation, and that it is my sole responsibility to make such determinations. I hereby warrant and represent that making this Investment will not constitute a prohibited transaction under Section 4975 and that this Investment complies with all applicable laws, regulations and requirements.

I understand and agree that my account may be subject to Unrelated Business Taxable Income (UBTI), and that neither Administrator nor Custodian has made or will make any determination as to whether any asset in my account will generate such income and that it is solely my responsibility to make that determination and, if necessary to file or cause to be filed Form 990-T with the IRS.

I understand that the IRS requires that the assets in my account be valued annually at the end of each calendar year. I agree to provide Administrator with the year-end valuation for each asset in my account no later than February 15th the following year on a form provided by Administrator, along with documentation sufficient to corroborate the values I provide.

I understand that certain types of accounts require minimum distributions ("RMD") to be distributed to the account owner when the account owner reaches a certain age. If I am now subject to the RMD rules or will become subject to them while this account is open, I represent that there will be sufficient liquid assets in this account or in other accounts under Administrator's control to meet my RMD requirement. I understand that my failure to make any required RMD may result in a tax penalty of 50% of the amount I should have distributed.

I understand that all communication with Administrator or Custodian regarding this transaction must be in writing and must be signed by me or, alternatively, signed on my behalf by my authorized agent, and that no oral modification of my instructions will be valid or accepted by Administrator.

By signing below, I hereby acknowledge that I have been advised by Administrator to seek the advice of independent legal, tax and investment counsel prior to executing this Investment Authorization, and that it is incumbent upon me to obtain such advice from qualified third parties prior to initiating this Investment. I further acknowledge that the only responsibility Administrator and Custodian have under this Investment Authorization, or otherwise, is to follow my appropriate written instructions as described in this document. By signing below, I hereby certify that I have completed and thoroughly examined this Purchase Direction of Investment and any accompanying documents or information, to the best of my knowledge and belief, it is all true, correct and complete and I hereby authorize IRA Plan Partners, LLC DBA iPlanGroup to execute the above instructions on behalf of my IRA.

ACCOUNT OWNER/RESPONSIBLE INDIVIDUAL SIGNATURE		
Signature	Print Name	Date