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# PRIVATE PLACEMENT SALE DIRECTION

## A ACCOUNT INFORMATION

Account Owner's Name: \_\_\_\_\_

Millennium Account No.: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## B PRIVATE PLACEMENT SALE DIRECTION

Name of investment to be sold: \_\_\_\_\_

Type of investment:  Private Stock  Warrants  Limited Partnership  Debenture  
 Limited Liability Co. (LLC)  Other (Specify): \_\_\_\_\_

No. of Shares/Units to be sold: \_\_\_\_\_ Expected Sales Proceeds: \$ \_\_\_\_\_

If applicable, the price per share or offer price asset should be sold at: \$ \_\_\_\_\_

If applicable, name of Secondary Market Company to be utilized: \_\_\_\_\_

Please send any applicable investment documentation and/or funds as follows (*Please select one*):

- U.S. Mail
- Bank Wire
- Overnight Delivery (*Please select one*):
  - Third Party - Charge Carrier: \_\_\_\_\_ Account No. : \_\_\_\_\_
  - I hereby authorize the applicable overnight delivery fee be charged to my Millennium account for this service request.

## C STOCK WARRANTS

Company/Transfer Agent's Name: \_\_\_\_\_

Company/Transfer Agent's Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Shares and/or Warrants are being sold to:

Name of Purchaser: \_\_\_\_\_

Purchaser Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Purchaser's Tax ID or Social Security Number: \_\_\_\_\_

## D ACCOUNT OWNER'S ACKNOWLEDGEMENT AND SIGNATURE

*(Note: Account owner must complete any sale agreements and any other applicable documents before Millennium can process the sale. Please see Millennium Trust Sale Requirements on page two.)*

To Millennium Trust Company, LLC:

I direct Millennium Trust Company, LLC (Millennium) to execute the sale of the above-named investment for the benefit of my self-directed IRA account and, in doing so, I hereby make the following representations:

1. That I have read and understand all offering information pertaining to the sale of the investment;
2. That I have reviewed and approved all of the terms of the sale;
3. That I have investigated the purchaser of the investment and have reasonably concluded that the purchaser is of sufficient financial strength to pay for the investment if an installment sale is applicable;

***Please continue to page two to complete acknowledgement.***



**D****ACCOUNT OWNER'S ACKNOWLEDGEMENT AND SIGNATURE (Continued)**

4. That I understand that Millennium has not evaluated or given any advice with respect to the investment; That I understand that certain transactions are prohibited for tax-exempt retirement arrangements under Internal Revenue Code Section 4975 and ERISA. I further understand that the determination of whether the transaction directed hereby is a prohibited transaction or "party in interest" transaction depends on the facts and circumstances surrounding the purchase. I warrant and represent that I have consulted with such advisors as I deem necessary and appropriate, and have determined, among other things, that the sale of this investment does not constitute a prohibited transaction as defined in Internal Revenue Code 4975, and that the offering entity or any affiliate thereof is neither a "disqualified person" (as defined in Section 4975(e)(2) of the Internal Revenue Code) nor a "party of interest" (as defined in Section 3(14) of ERISA). That the individual(s) purchasing the investment referenced above is not my Broker, Agent, Investment Advisor or paid consultant and that I understand that if in fact that was the case, that the transaction could in fact be considered a prohibited transaction. I hereby hold Millennium harmless should the individual offering the investment to me be considered to be any of the above classifications of "Investment Advisor" now or in the future.

That I have read and reviewed each representation made within the sales agreement, and/or related documents, if any, which I have signed on behalf on the sale of the investment referenced above, and that I specifically hold Millennium harmless for any such representations regarding my personal financial information and/or my retirement plan(s) financial information which may be considered a part of the sales agreement which I may be requesting that Millennium now sign as custodian on behalf of my self-directed retirement plan.

5. That I understand that Millennium shall be under no obligation to notify me in the event of a default in payment of the purchase terms should an installment sale be applicable and that it shall be my sole responsibility, at my expense or at the expense of the plan, to obtain legal or other necessary services in connection herewith. I agree to indemnify and hold Millennium harmless from any claim, which may be made by reason of the sale of this investment;
6. That I agree that I will immediately notify Millennium in the event any of the foregoing representations are no longer true.

**MILLENNIUM TRUST SALE REQUIREMENTS**

- The sales proceeds should be made payable to "Millennium Trust Company, LLC FBO: (Insert Client's Name) Account Number: (Insert Account Number)." Millennium's tax identification number (36-4400066), and not the client's social security number, should be used for any necessary tax reporting.
- If selling privately traded stock, Millennium will send the certificate to the transfer agent for re-registration once a check has been received for payment and the check has gone through a clearing period according to Millennium' current check clearing policy.

I, the undersigned, hereby agree to the above requirements and confirm the representations, including paragraphs 1 through 6.

Account Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_