

# Single Member and Family Controlled Companies Investment Authorization

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## IMPORTANT INFORMATION

These guidelines define the information required from investment issuers or sponsors (Issuers) for Columbia Private Trust to review and consider their investment offering for acceptance by Columbia Private Trust. "Acceptance" means that the investment meets Columbia Private Trust's existing systems and procedures and that Columbia Private Trust will hold the investment in its Custodial Accounts.

**NOTE:** Acceptance does not imply that Columbia Private Trust endorses, promotes, approves, performs due diligence on, qualifies, certifies, sponsors, or in any other manner suggest that the Issuer's investment is endorsed or recommended for investment, nor does it guarantee or constitute a representation that the investment complies with any applicable law or will not result in tax consequences to any person. Columbia Private Trust has no responsibility for determining the necessity or advisability of, or arranging for, advising on, or monitoring, the Issuer's or the investment's registration, reporting, or other compliance with any applicable law or regulatory provision (other than that as may be imposed on Columbia Private Trust under Internal Revenue Code Section 408); such will be the sole responsibility of the Issuer and/or the Columbia Private Trust Account Owner. Columbia Private Trust has no responsibility for determining the advisability of, or arranging for, or creating, filing, or perfecting any security interest with respect to any investment and such will be the sole responsibility of the Columbia Private Trust Account Owner.

The requirements in this checklist are categorized by investment type and may be negotiable depending upon the age, business purpose, and scope or scale of the Issuer or the investment. Investments in high risk asset classes (including, but not limited to cryptocurrency, precious metals, cannabis, or offshore domiciled funds) are subject to additional due diligence and acceptance review(s).

## REQUIRED DOCUMENTS

Columbia Private Trust Single Member Companies Investment Authorization Form

Certificate of Good Standing (Dated within last 12 months OR Articles of Incorporation dated within last 12 months.)

Operating Agreement

Nature of Business or Offering Materials (e.g. PPM, Prospectus, Offering Memorandum)



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## TERMS DEFINED:

- The “IRA Owner” is referred to as: “Account Owner”
- “IRA” is referred to as: “Account”
- “Issuer” is defined as: the person or entity creating or sponsoring the investment entity, or an authorized representative thereof.

Columbia Private Trust neither endorses nor recommends any investment program nor investment and does not provide any legal, tax, investment, nor other advice with respect to any investment. Furthermore, Columbia Private Trust’s responsibility is limited. Columbia Private Trust will only make investments for a Columbia Private Trust Account Owner upon and pursuant to the Account Owner’s specific written instructions to do so.

**Prior to funding an investment, Columbia Private Trust requires that the Investment’s Issuer agree to the following by signing page 3:**

1. The Issuer of the investment hereby indemnifies Columbia Private Trust and its related entities from any and all legal or financial damages, claims, costs, etc. that may result from legal actions involving the investment or Issuer to the extent attributable to the fraud, gross negligence, or willful misconduct of the Issuer or the breach of this agreement for the diminution in value, lost profits, or other investment losses.
2. Issuer agrees to engage and maintain at all times an unrelated Special Advisor to be consulted with respect to any proposed exchange, transfer, provision of goods and services, purchase, sale, income allocation, or other transaction involving the Issuer or its assets for the purposes of determining whether, with respect to any investing IRA or Solo(k) plan, the transaction may be “prohibited transaction” or “listed transaction,” may generate “unrelated business taxable income” or “unrelated debt-financed income,” or violate any requirement of Internal Revenue Code, Section 408. The Special Advisor shall be duly licensed certified public accountant or attorney in good standing who is knowledgeable in the foregoing matters. Further, the Issuer’s governing document shall include a clause, requiring the Issuer to notify Columbia Private Trust’s Compliance Department as soon as the service of the Special Advisor are terminated, and the submission of a new Special Advisor Engagement and Representation Letter, naming a replacement Special Advisor; the Issuer agrees not to engage any transactions, etc. as outlined above until a replacement Special Advisor has been appointed. The appointment shall be in writing, substantially in the attached form and an executed copy of which shall be provided to Columbia Private Trust.
3. Issuer agrees that all income associated with the investment made by Columbia Private Trust Account Owners will be sent directly to Columbia Private Trust in a timely manner for crediting to the appropriate Columbia Private Trust Account. Under no circumstances will Issuer distribute principal monies or assets associated with said investment directly to Columbia Private Trust’s Account Owners. Issuer hereby indemnifies Columbia Private Trust and its related entities and takes full responsibility for any tax, legal, or penalty damages and charges associated with the direct distribution of monies or assets by Issuer to the Account Owner.
4. Issuer agrees to provide Columbia Private Trust with an updated fair market value of the investment listed on this form at least annually. The fair market value will be determined by either an unrelated third-party or by the Special Advisor. If no valuation is received, Columbia Private Trust may resign as custodian which may result in tax reportable distribution of the asset to investor.
5. Issuer agrees that Columbia Private Trust clients’ interests in the asset should be registered to Columbia Private Trust for the benefit of the applicable client account(s). Written confirmation of purchase will be provided to Columbia Private Trust. If no confirmation is received, Columbia Private Trust may resign as custodian which may result in tax reportable distribution of the asset to investor. If a physical certificate is generated, the Issuer should forward it to Columbia Private Trust for custody.
6. Issuer agrees that Columbia Private Trust does not perform any type of due diligence determination for any investment, and any review of offering materials is purely to determine the administrative characteristics of the asset. Its signature on any subscription documents should not be construed as a comment on investor suitability, investor accreditation or as a recommendation of the offering to the investor.
7. Issuer agrees to not use Columbia Private Trust’s name in advertising, printed or web-based material, or any other form of communication without the express prior written consent of Columbia Private Trust.



# Special Advisor Engagement Letter

\* Indicates required information.

COMPANY NAME*	ACCOUNT OWNER NAME*
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The undersigned Special Advisor represents that s/he is:

1. A duly licensed certified public accountant or attorney in good standing.
2. Knowledgeable regarding "prohibited transactions" under the applicable Internal Revenue Code, including Section 408; and
3. Unrelated to and unaffiliated with (except as a service provider) any individual whose Account invests in the company.

The Special Advisor agrees to review any proposed exchange, transfer or other transaction involving the Issuer of its assets for purposes of determining whether, with respect any IRA or Solo(k) plan that is an investor in the Issuer, the transaction may be a "prohibited transaction" or "listed transaction," may generate "unrelated business taxable income" or "unrelated debt-financed income," or violate any requirement of Section 408 of the Internal Revenue Code. It is then the Special Advisor's duty to advise the Issuer or any party whose transaction would violate the rules not to proceed, and to the extent possible propose an alternative that would satisfy the rules. Remuneration for the service to be provided is outside the scope of the letter.

	SPECIAL ADVISOR SIGNATURE*	DATE*
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PRINT NAME (FIRST, MI, LAST)*
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MAILING ADDRESS*
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CITY*	STATE/PROVINCE*	COUNTY*	POSTAL CODE*
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EMAIL ADDRESS*	PRIMARY PHONE NO.*
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## IMPORTANT INFORMATION

Do not use this form for Private Debt, Real Estate, or Promissory Note Investments. Always obtain the most current form from our website [ColumbiaPrivateTrust.com/Forms](https://ColumbiaPrivateTrust.com/Forms). Please do not copy for future use.

**NOTE:** If this is an initial purchase of an asset, Columbia Private Trust may require additional documentation from the Issuer Representative to determine administrative feasibility.

Columbia Private Trust will execute subscription documents in its nominee capacity as a directed Custodian; however, Investor Suitability standards/questions (investor accreditation) must be completed and signed by the Account Owner.

Select One:

SMLLC      FCLLC

\* Indicates required information.

### 1. ACCOUNT OWNER INFORMATION

NAME (FIRST, MI, LAST)*	COLUMBIA PRIVATE TRUST ACCOUNT NO.*
PRIMARY PHONE NO.*	
EMAIL ADDRESS*	

### 2. INVESTMENT INSTRUCTIONS

NAME OF INVESTMENT*	
PRICE PER UNIT/SHARE* (IF APPLICABLE) \$	TOTAL AMOUNT OF INVESTMENT* \$
NATURE OF BUSINESS	

Funding Deadline: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If all relevant transaction documentation is received in good order, funding can be executed within three business days.

I authorize Columbia Private Trust to make (please select one):

New Purchase      Additional Purchase (Not applicable for Family Controlled Companies)

Exchange:

NAME OF INVESTMENT FROM WHICH EXCHANGING:	TOTAL AMOUNT OF INVESTMENT TO BE EXCHANGED:
	100%      Other: _____



### 3. FUNDING INSTRUCTIONS

- Please select a funding option (Check or Wire):

Check:

PAYEE NAME*			
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTY*	POSTAL CODE*

Wire:

- Please provide wire instructions below. Submitting incomplete information or attaching instructions separately will delay funding, as additional verification will be needed.

BANK NAME*	ABA NO./WIRE ROUTING NO.*
BANK ACCOUNT NAME*	BANK ACCOUNT NO.
BANK ADDRESS*	
REFERENCE*	

### 4. DOCUMENT FORWARDING INSTRUCTIONS

Check here and complete the section below if document forwarding instructions are different from check funding instructions.

RECIPIENT NAME*			
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTY*	POSTAL CODE*

**NOTE:** Documents will be emailed unless otherwise specified.

Regular Mail

Overnight Delivery (charge my Columbia Private Trust Account)

Overnight Delivery (use pre-addressed air bill, included)

Overnight Delivery (send via 3rd party billing) Account No.: \_\_\_\_\_

FedEx

UPS

Email to: \_\_\_\_\_



## 5. ACKNOWLEDGMENT & SIGNATURE

1. I understand, acknowledge and agree that I am responsible, and Columbia Private Trust and its related entities are not responsible, for selecting and reviewing the above investment and for determining the suitability, nature, value, risk, safety and merits of the investment that I authorize and direct Columbia Private Trust to make for my Columbia Private Trust Account ("Account").
2. I verify that I have received and read all pertinent information relating to the investment(s) named herein (i.e. private placement memorandum, purchase agreement, subscription documents, etc.). I verify that (i) I am capable of evaluating the investment characteristics and risks of the investment independently, or have relied on an investment professional with knowledge and experience related to investments of the type described above; and (ii) I am not relying on the Custodian for any advice or recommendation in evaluating the investment. I also verify that I agree to be bound by the terms of the Custodial Account Agreement, which I agreed to together with Columbia Bank, through its division, Columbia Private Trust, as the Custodian of record. I acknowledge that the terms of the Custodial Agreement are incorporated herein by reference, except that where the terms of this Single Member and Family Controlled Companies Investment Authorization conflict with the terms of the Custodial Agreement, the terms of this Single Member and Family Controlled Companies Investment Authorization shall control.
3. If an exchange from one asset (existing asset) held in my Account is made to another asset issued by the same asset sponsor (new asset), I understand, acknowledge and agree that the asset sponsor will not remit any funds to my Account for the existing asset. I authorize and direct Columbia Private Trust to update its records to reflect the conversion/exchange transaction of the new asset into my Account.
4. I understand that distributions or dividends other than cash (i.e. distributions in-kind) paid by this investment are subject to administrative review by Columbia Private Trust. In the event that an asset paid as part of a distribution/dividend paid-in-kind is determined not to be considered administratively feasible, I may be required to remove the asset from my Account by transfer or distribution which may be a tax reportable event.
5. I understand that Columbia Private Trust and its related entities are not related to or affiliated with the management or selling agent(s) of the investment(s) purchased for my Account. I acknowledge that Columbia Private Trust has not reviewed, recommended or commented on the investment merits, risks, suitability or management of the asset(s) I have selected and I authorize Columbia Private Trust to process this transaction. I also understand and agree that Columbia Private Trust and its related entities will not be responsible to take any action, or have any other obligation or liability, should the investment noted herein become subject to default, including fraud, insolvency, bankruptcy, or other court order or legal process.
6. I understand that Columbia Private Trust will request confirmation of purchase as part of its role as custodian of my Account; I also understand and agree that if the issuer of the investment does not provide documentation necessary to confirm this investment, Columbia Private Trust may resign as custodian of the asset(s) which may be a tax reportable event.
7. Prohibited Transactions. I represent that the above investment is not a prohibited transaction, as defined in the Internal Revenue Code Section 4975. If I, a family member or another disqualified person am/is an officer of, or has an ownership interest in the entity in which I am investing, I represent that I have consulted my tax advisor prior to submitting my investment instructions.
8. I acknowledge that this investment is not insured by the FDIC, is not an obligation of or guaranteed by Columbia Private Trust and is subject to risk, including the possible loss of principal.
9. I acknowledge that I have received, understand, and agree to Columbia Private Trust's Valuation Reporting Policy as outlined in the Custodial Agreement. I understand that Columbia Private Trust must receive annual valuations from the investment sponsor or the investment may be distributed to me at the last reported value.
10. I understand, acknowledge and agree that any dispute regarding this investment shall be handled pursuant to the terms of the Custodial Agreement. I understand that the prevailing party shall be entitled to recover all legal fees, reasonable costs and expenses and that these shall be in addition to any award of damage or any other relief to which the prevailing party is entitled.
11. **I agree to release, indemnify, defend, and hold Columbia Private Trust and its related entities harmless from any claims arising out of processing this investment authorization including any damages, fees (including legal fees), costs or expenses arising therefrom.**

ACCOUNT OWNER SIGNATURE\*

DATE\*

PRINT NAME\*

COLUMBIA PRIVATE TRUST ACCOUNT NO.\*

NAME OF INVESTMENT\*

INVESTMENT AMOUNT (OR COMMITMENT AMOUNT, IF APPLICABLE)

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NON-DEPOSIT INVESTMENT PRODUCTS ARE NOT INSURED BY THE FDIC; ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, THE BANK OR ANY OF ITS DIVISIONS; AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

Email to:  
[alternativeinvestments@columbiaprivatetrust.com](mailto:alternativeinvestments@columbiaprivatetrust.com)  
Fax to: 303.614.7051

Send mail to:  
Columbia Private Trust  
Processing Center  
1801 California St., Suite 800  
Denver, CO 80202

Questions?  
Call 800.962.4238

