

Real Estate

Buy Direction Letter

NOTE: All investment paperwork must be titled correctly: **NDTCO as custodian FBO Client's Name IRA**. If you have a 401(k) or beneficiary account, please call our office for correct vesting (titling).

1. ACCOUNT INFORMATION

Your Name: (as it appears on your account, not your title or vesting name)		New Direction Account Number:	
Account Type: <input type="checkbox"/> Traditional IRA <input type="checkbox"/> Roth IRA <input type="checkbox"/> SEP IRA <input type="checkbox"/> SIMPLE IRA <input type="checkbox"/> Inherited IRA <input type="checkbox"/> Solo 401(k) <input type="checkbox"/> HSA <input type="checkbox"/>			
Phone Number:		Email Address:	

2. ACKNOWLEDGEMENT OF REAL ESTATE DISCLOSURES

I acknowledge that I have read and fully understand the attached Real Estate Disclosures.

3. HOW WOULD YOU LIKE TO PAY FOR THE TRANSACTION? (All fees are due at time of transaction.)

Choose One:	Credit Card Type: (the following are accepted) <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover
<input type="checkbox"/> Your Account	Card Number: _____ 3 Digit Security Code: _____ Exp Date: _____
<input type="checkbox"/> Credit Card	Exact Name on Card: _____ Signature: _____

4. HOW WOULD YOU LIKE US TO PROCESS THE TRANSACTION?

Standard Processing (3 business days) Express Processing (1 business day, \$500 rush fee) *Please contact your transaction specialist to see if a rush option is possible.*

5. HOW WOULD YOU LIKE US TO FUND THE TRANSACTION*?

* One Buy Direction Letter will serve to fund BOTH the earnest money deposit and the closing. Closings are paid via wire (\$30 fee), and closing documents/earnest money are sent via FedEx (\$30 fee).

Earnest money will be paid via:		Is this a reimbursement to a (non-disqualified) person?	
<input type="checkbox"/> Check (\$5 fee)	<input type="checkbox"/> Cashier's Check (\$25 fee)	<input type="checkbox"/> Wire (\$30 fee)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
Make Check Payable to:		Payee Telephone Number: (needed for overnight deliveries)	
Send Check to:	City:	State:	Zip:

6. TELL US ABOUT YOUR INVESTMENT

Legal Description of Property:		Closing Date:	
Legal Address of Property:		City:	State: Zip:
Contract Purchase Price: (this price will change based on final settlement statement) \$	Earnest Money Deposit Amount: \$	Are you partnering to purchase this investment? <input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage of Ownership:
Is there any debt financing (mortgage) on this investment? <input type="checkbox"/> No <input type="checkbox"/> Yes (if yes, complete a Payment Authorization Letter)		Name of Lender: (if debt financed)	
Real Estate Agent's Name:			
Real Estate Agent's Phone Number:		Real Estate Agent's Email Address:	

7. WHO IS HANDLING THE CLOSING?

Escrow/Title Company/ Attorney Name(s):	Contact Name:		
Phone Number:	Email Address:		
Address:	City:	State:	Zip:

8. AUTHORIZATION

I confirm that I am directing New Direction Trust Company, the Custodian, to complete this transaction as specified above. I understand that my account is self-directed, and I take complete responsibility for any investment I choose for my account, including the investment specified in this Buy Direction Letter. I understand that the Custodian does not sell or endorse any investment products, and that Custodian is not affiliated in any way with any investment provider. I understand that the role of the Custodian is limited, and its responsibilities do not include investment selection for my account. I acknowledge that the Custodian has not provided or assumed responsibility for any tax, legal or investment advice with respect to this investment, and I agree that custodian will not be liable for any loss which results from my decision to purchase the investment. I understand that the Custodian has not reviewed or will review the merits, legitimacy, appropriateness or suitability of this investment, and I certify that I have done my own due diligence investigation prior to instructing the Custodian to make this investment for my account. I understand that the Custodian has not determined whether this investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with these requirements.

I understand that in processing this transaction the Custodian is only acting as my agent, and nothing will be construed as conferring fiduciary status on the Custodian. I agree that the Custodian will not be liable for any investment losses sustained by me or my account as a result of this transaction. I agree to indemnify and hold harmless the Custodian from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorneys' fees) and any loss to my account as a result of any action taken in connection with this investment transaction or resulting from serving as the Custodian for this investment, including, without limitation, claims, damages, liability, actions and losses asserted by me. I understand that if this Buy Direction Letter and any accompanying documentation are not received as required, or, if received, are unclear in the opinion of the Custodian, or if there is insufficient Undirected Cash in my account to fully comply with my instructions to purchase the investment and to pay all fees, the Custodian may not process this transaction until proper documentation and/or clarification is received, and the Custodian will have no liability for loss of income or appreciation. I understand that my account is subject to the provisions of Internal Revenue Code (IRC) §4975, which defines certain prohibited transactions. I acknowledge that the Custodian has not made or will make any determination as to whether this investment is prohibited under §4975 or under any other federal, state or local law. I certify that making this investment will not constitute a prohibited transaction and that it complies with all applicable federal, state, and local laws, regulations and requirements.

I understand that my account is subject to the provisions of IRC §§511-514 relating to Unrelated Business Taxable Income (UBTI) of tax-exempt organizations. If this investment generates UBTI, I understand that I will be responsible for preparing or having prepared the required IRS Form 990-T tax return and any other documents that may be required. I understand that the Custodian makes no determination of whether or not investments in my account generate UBTI. I understand that the assets in my account are required by the IRS to be valued annually as of the end of each calendar year. I agree to provide the prior year end value of this investment by no later than January 31st of each year on a form provided by the Custodian, with substantiation attached to support the value provided.

I understand that with some types of accounts there are rules for Required Minimum Distributions (RMDs) from the account. If I am now subject to the RMD rules in my account, or if I will become subject to those rules during the term of this investment, I represent that I have verified either that the investment will provide income or distributions sufficient to cover each RMD, or that there are other assets in my account or in other accounts that are sufficiently liquid (including cash) from which I will be able to withdraw my RMDs. I understand that failure to take RMDs may result in a tax penalty of 50% of the amount I should have withdrawn. I understand and agree that the Custodian does not bear or assume any responsibility to notify me or to secure or maintain any fire, casualty, liability or other insurance coverage, including but not limited to title insurance coverage, on this investment or on any property which serves as collateral for this investment. I acknowledge and agree that it is my sole responsibility to decide what insurance is necessary or appropriate for investments in my account, and to direct the Custodian in writing (on a form prescribed by the Custodian) to pay the premiums for any such insurance.

I further understand and agree that the Custodian is not responsible for notification or payments of any real estate taxes, homeowners association dues, utilities or other charges with respect to this investment unless I specifically direct the Custodian to pay these amounts in writing (on a form prescribed by the Custodian), and sufficient funds are available to pay these amounts from my account. I acknowledge that it is my responsibility to either provide to the Custodian or to ensure that the Custodian has received any and all bills for insurance, taxes, homeowners' dues, utilities or other amounts due for this investment which Custodian has been directed to pay or to make the payments on behalf of the asset using the online portal and retain copies of all documentation on such payments. Furthermore, I agree that it is my responsibility to determine that payments have been made by reviewing my account statements. I understand that all communication regarding this transaction must be in writing and must be signed by me or by my authorized agent on my behalf, and that no oral modification of my instructions will be valid. I understand that no person at the office of the Custodian has the authority to modify any of the foregoing provisions. I certify that I have examined this Buy Direction Letter and any accompanying documents or information, and to the best of my knowledge and belief, it is all true, correct and complete.

Transactions with insufficient funds will not be processed until sufficient funds are received. If fees are being deducted from your account, the full amount of the transaction plus fees must be available before your transaction can be processed.

Signature: _____ Date: _____
Please read the disclosure above the signature line before signing and dating.

FOR INTERNAL OFFICE USE ONLY:

Return To: _____	<input type="checkbox"/> Sig Check	Trans Fee: _____	\$ _____
Balance: _____	<input type="checkbox"/> RTN	Annual Admin. Fee: _____	\$ _____
Cusip: _____	<input type="checkbox"/> Innovest	Wire Fee: _____	\$ _____
Fund Date: _____	<input type="checkbox"/> Scan for Funding	FedEx Fee: _____	\$ _____
Amt. Funded: \$ _____		Rush Fee: _____	\$ _____
Fee Option and Invoice Cycle: _____		Total Fees: _____	\$ _____

REAL ESTATE DISCLOSURES

- In order to ensure a smooth transaction, it is critical that you read and understand the Real Estate Transaction Guide. In the Guide, you will find answers to questions regarding your IRA, processing guidelines, and all the forms you will need to complete your real estate purchase.
- **Standard processing time is 3 full business days from the time we receive complete, correct documents for sending earnest money or closing.** For example, if (closing or earnest) funds are needed by Friday, we'll need the completed documents NO LATER THAN the previous Tuesday at 5:00 MDT or MST.
 - If the completed packet of documents is not received within the standard processing time, you will have the option to pay a \$500 RUSH fee for expedited processing or you will need to push back the date of closing to allow 3 full business days for processing.
- Titling - All documents must be in the name of the IRA – See Transaction Guide for appropriate titling. Contracts in the IRA holder's personal name cannot be assigned to the IRA via amendment, addendum, or assignment.
- Ownership percentages must be established prior to funding earnest money (if no earnest money is needed, percentages must be established prior to funding the closing).
- IRA and the IRA Holder are not the same entity
 - IRA Holder cannot sign on behalf of the IRA – If a document needs a signature, write "Read and Approved" followed by your signature IN THE MARGINS; then fax/email it to us for signature. DO NOT SIGN ON THE SIGNATURE LINE.
- Any violation of the IRS rules that results in a prohibited transaction will result in the distribution of related funds plus penalties.
- Our responsibility is to our clients. As a courtesy only, we may work/speak with real estate agents, title companies, and lenders that abide by our policies and adhere to our processing time frames.