

# Investment Instructions

## Real Estate Auction

### Instructions and Guidelines

**Please follow these guidelines below:**

- When purchasing an asset for your account, it is imperative that the asset is properly titled. Incomplete documentation may result in processing delays and/or special handling charges. All documents must be vested as follows:
  - For IRAs, ESAs, HSAs: The Entrust Group, Inc. FBO [Your Name and Acct. #]**  
 Example: The Entrust Group, Inc. FBO John Smith Account #12345 or  
 Example: The Entrust Group, Inc. FBO John Smith Account #12345, [Percentage of ownership] % undivided interest
  - For Qualified Plans: [Trustee's Name], Trustee of [Plan Name] FBO [Your Name and Acct. #]**  
 Example: David Smith, Trustee of Little Angels Profit Sharing 401K Plan FBO John Smith Account #12345 or  
 Example: David Smith, Trustee of Little Angels Profit Sharing 401K Plan FBO John Smith Account #12345, [Percentage of ownership] % undivided interest
- All documents must be notated "**read and approved**" with a signature and date by the client on each page of the documents before sending them to Entrust for signature. Please do not sign the documents where a signature is required as Entrust must sign all documentation for the purchase on behalf of the client.
- Prior to funding, Entrust must receive all documents signed by all parties if applicable for recordkeeping and IRS audit purposes.
- The client must ensure that the documents are received by Entrust at least three to five (3–5) business days prior to the auction to allow for processing time. To expedite a transaction, documents must be received before noon (PST) for same day review and a \$150 special handling fee applies.
- After the transaction has been funded and if you become a successful bidder, the original and/or recorded documents must be returned to Entrust for safekeeping. If you are not a successful bidder, return the funds back to Entrust within 30 days of disbursement.

### Required Documentation

**Prior to Auction:**

1. Entrust's Buy Direction Letter Form\*
2. Entrust's Investment Acknowledgement Letter\*
3. Bidder Registration Form or Third Party Agreement\*

**After Auction for Successful Bidder:**

- \*Items 1-3, plus the following:  
 Certificate, Deed, or Assignment of Deed of Trust/Mortgage
- 5 Letter of Instructions (*must include asset description and Purchase price of the investment*)

### Submission Options

SUBMIT BY FAX	SUBMIT BY EMAIL	SUBMIT BY MAIL
(510) 587-0960	Forms@TheEntrustGroup.com	The Entrust Group 555 12th Street, Suite 900 Oakland, CA 94607

Account Information	Investment Type
Client's Full Name:	<input type="checkbox"/> Tax Deed <input type="checkbox"/> Tax Lien Certificate
Account Number:	<input type="checkbox"/> Real Estate <input type="checkbox"/> Real Estate Note

Property Information		
Property Address:		
City:	State:	Zip Code:

In order for The Entrust Group to fund your auction purchase, we need this form initialed, signed, dated, and returned to us.

As this asset is to be held in an Individual Retirement Account or Qualified Plan, the following instructions must be followed to ensure compliance with both IRS requirements and The Entrust Group, Inc. policy.

***Please initial all items in the spaces provided showing your intent to comply.***

\_\_\_\_\_ Vesting is to be:

- IRA, ESA, HSA vesting: **The Entrust Group, Inc. FBO [Your Name and Acct. #]**
- Qualified Plan vesting: **[Trustee's Name], Trustee of [Plan Name] FBO [Your Name and Acct. #]**

\_\_\_\_\_ The taxpayer identification number to be used for IRA, ESA, and HAS only is: **82-5150622**

**Please note for Qualified Plan account, use plan Tax ID**

\_\_\_\_\_ All correspondences and payments should be mailed to:

**The Entrust Group, Inc.  
 555 12<sup>th</sup> Street, Suite 900  
 Oakland, CA 94607**

\_\_\_\_\_ All checks should be payable to:

**The Entrust Group, Inc. FBO [Your Name or Plan Name and Acct. #]**

\_\_\_\_\_ All original documents, such as Deed, Certificate, Promissory Note, Deed of Trust, showing the proper vesting, are to be held by The Entrust Group, Inc. at 555 12<sup>th</sup> Street, Ste. 900, Oakland, CA 94607 for recordkeeping.

\_\_\_\_\_ All payments and incomes for this holding must be sent to The Entrust Group under the Internal Revenue Code. It is never acceptable to make check payable to the IRA account holder personal name or any disqualified persons name. Should that happen, I agree to indemnify The Entrust Group against all liability concerning IRS compliance.

\_\_\_\_\_ If I become a successful bidder, I understand that I am fully responsible for making sure that the recorded document is sent to The Entrust Group within 30 days after the purchase has been made and if Entrust does not receive the recorded document as proof of purchase, the amount Entrust disbursed may be subject to a reporting on the IRS form 1099-R as a taxable distribution, which in turn may create additional tax liability to me. Entrust strongly encourage me to seek tax advice on this matter if I have any questions.

\_\_\_\_\_ If I am not a successful bidder, I will send all funds back to The Entrust Group for re-depositing into my account within 30 days after Entrust has disbursed the payment. If within 30 days after the payment has been made and Entrust does not receive the funds back, the amount Entrust disbursed may be subject to a reporting on the IRS form 1099-R as a taxable distribution, which in turn may create additional tax liability to me. Entrust strongly encourage me to seek tax advice on this matter if I have any questions.

### Instructions and Guidelines

Please follow the instructions below to avoid processing delays:

- Provide a copy of this document to the party(ies) responsible for closing the transaction. When purchasing an asset, it is imperative that all documents are properly titled/vested in the name of the IRA:  
**Example:** **IRA Vesting (Title):** The Entrust Group Inc. FBO [Client Legal Name] Account# [Client Account Number]  
**Qualified Plan Vesting (Title):** [Client Plan Name] Account# [Client Account Number]
- Do not sign the documents where a signature is required. **Entrust must sign all documentation for the purchase on behalf of the client's account.** However, the client must read and approve all documents. Use the *Real Estate Transaction Read and Approved Acknowledgment Letter* (step 3) to mark all applicable documents and acknowledge as read and approved before submitting to Entrust.
- For Entrust to make an Earnest Money Deposit (EMD), client must submit documents A - C listed below. Do not use personal funds for the earnest deposit. IRS rules do not allow the use of personal, non-IRA funds for the deposit.
- Ensure that the **Funding/Closing** documents (Items A - I) listed below are received by Entrust at least three to five (3–5) business days prior to closing. **To expedite a transaction, documents must be received before noon (PST) for same day review. A special handling fee of \$150 applies. The expedited review request does not guarantee same day funding of the transaction.**
- To fund the purchase, Entrust must receive the seller(s) executed documents prior to closing. Client will be notified if additional documentation is needed to complete this transaction.
- After the real estate transaction has been fully executed, all documents (recorded deed, title policy, and final settlement statement if applicable) must be returned to Entrust for safekeeping, compliance, and audit purposes.

### Required Documentation

#### To Make Earnest Money Deposit:

- A. Fully executed Purchase Contract Agreement
- B. Completed Entrust's "Real Estate Purchase Contract Submission and Acknowledgement Letter"
- C. Completed Entrust's "Buy Direction Letter Real Estate" Form

#### To Execute Funding/Closing:

- Items A - C, plus the following:
- D. Completed Entrust's "Real Estate Transaction Read and Approved Acknowledgement Letter"
  - E. Proposed Warranty or Grant Deed
  - F. Preliminary Title Report
  - G. Estimated Closing Statement or HUD
  - H. Closing Instructions *(if applicable)*
  - I. Loan Documents *(if applicable)*

### Submission Options

SUBMIT BY FAX	SUBMIT BY EMAIL	SUBMIT BY MAIL
(510) 587-0960	realestate@theentrustgroup.com	The Entrust Group 555 12th Street, Suite 900 Oakland, CA 94607

## 1 Account Owner Information

NAME <i>(as it appears on your account application)</i>	ENTRUST ACCOUNT NUMBER	ACCOUNT TYPE
EMAIL ADDRESS <i>(required)</i>		DAYTIME PHONE NUMBER

## 2 Review Processing *(check one option)*

**NOTE: The review request does not guarantee the completion of the transaction. Funding will occur the next business day if ALL required documents are in good order once documents are reviewed. If documents require any corrections, the corrected documents must be submitted before 9:00 a.m. Pacific Time that business day for same day funding.**

<b>OPTION #1</b>  <input type="checkbox"/> NORMAL REVIEW REQUEST  Documents are reviewed within approximately 3–5 business days.	<b>OPTION #2</b>  <input type="checkbox"/> EXPEDITED REVIEW REQUEST (\$150)  Documents are reviewed within approximately 1–2 business days.
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## 3 Closing Agent

### Escrow Company/Title Company/Attorney

COMPANY NAME	CONTACT NAME		
PHONE	FAX	EMAIL	
EXPECTED CLOSING DATE	FILE/ESCROW NUMBER		

## 4 Property Information

<input type="checkbox"/> NEW PURCHASE	<input type="checkbox"/> ADDITIONAL FUNDING <sup>1</sup>	<input type="checkbox"/> EXCHANGE
PROPERTY TYPE <i>(check all that apply)</i>		
<input type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family Residential (duplex, condo, etc.) <input type="checkbox"/> Commercial <input type="checkbox"/> Vacant Land <input type="checkbox"/> Foreign <input type="checkbox"/> Other: _____		
This property is a <input type="checkbox"/> REO <input type="checkbox"/> Short Sale		
PARCEL NUMBER OR LOT/BLOCK NUMBER	CONTRACT PRICE \$	DEPOSIT AMOUNT \$
PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP CODE	
INDICATE PERCENTAGE OF OWNERSHIP FOR THIS ACCOUNT %	IS THIS A REPLACEMENT <sup>2</sup> ? <input type="checkbox"/> YES <input type="checkbox"/> NO	
WILL THE PROPERTY HAVE DEBT FINANCING?		
<input type="checkbox"/> YES, this property will have debt financing <i>(complete section 5)</i> . <input type="checkbox"/> NO, this property will not have debt financing <i>(check box and skip to section 6)</i> .		

<sup>1</sup> An additional funding occurs when additional funds are sent out for additional percentage of ownership of the property that was previously purchased by your account.

<sup>2</sup> A replacement occurs when an asset defaults and is exchanged for its collateral.

**5 Lender Information for Debt Financing**

LENDER NAME	LOAN NUMBER
LENDER ADDRESS	LENDER CITY, STATE, ZIP CODE
LENDER EMAIL	LENDER WEBSITE

**NON-RECOURSE LOAN:** Financing on the property must be a non-recourse to the retirement account, with no personal guarantee by the account owner or any disqualified person related to the retirement account.

**UNRELATED DEBT-FINANCED INCOME TAX:** Property purchased with your retirement account using debt financing may be subjected to Unrelated Debt-Financed Income which is taxable. You will be responsible for reporting this income on IRS form 990-T using the IRA's Employer Identification Number (EIN). Please seek a tax professional or CPA if you have questions concerning this matter. You may also visit [www.IRS.gov](http://www.IRS.gov) for additional information.

**6 Earnest Money Deposit Payment Instructions**

**NOTE: IN ORDER FOR ENTRUST TO ISSUE THE EARNEST MONEY DEPOSIT FOR YOUR PURCHASE, YOU MUST ACKNOWLEDGE THAT YOU HAVE READ AND APPROVED THE PURCHASE CONTRACT. SUBMIT THE "REAL ESTATE PURCHASE CONTRACT SUBMISSION AND ACKNOWLEDGMENT LETTER."**

**PLEASE SELECT YOUR FUNDING METHOD:**  WIRE  CHECK  CASHIER'S CHECK

**For WIRE** (Please complete the information below)

BANK NAME	PAYEE NAME		
BANK ABA / ROUTING NUMBER	PAYEE STREET ADDRESS		
ACCOUNT NUMBER	CITY	STATE	ZIP CODE
ADDITIONAL INFORMATION			

**For CHECK and CASHIER'S CHECK** (Please complete the information below)

PAYEE NAME	PAYEE PHONE NUMBER		
PAYEE STREET ADDRESS	CITY	STATE	ZIP CODE
<input type="checkbox"/> MAIL CHECK TO (If different from Payee Address)			
NAME	PHONE NUMBER (for overnight delivery)		
STREET ADDRESS	CITY	STATE	ZIP CODE

**SEND CHECK VIA:**

<input type="checkbox"/> Regular Mail	<input type="checkbox"/> Overnight Delivery (\$30 fee applies; cannot overnight to a PO Box) <ul style="list-style-type: none"> <li><input type="checkbox"/> Charge my Entrust Account</li> <li><input type="checkbox"/> Use third-party billing</li> <li><input type="checkbox"/> FedEx <input type="checkbox"/> UPS Account #: _____</li> </ul>
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ADDITIONAL INFORMATION

**7 Funding Information (Closing)**

**NOTE: IN ORDER FOR ENTRUST TO ISSUE FUNDING FOR YOUR PURCHASE, YOU MUST ACKNOWLEDGE THAT YOU HAVE READ AND APPROVED THE CLOSING DOCUMENTS. SUBMIT THE "REAL ESTATE TRANSACTION READ AND APPROVED ACKNOWLEDGMENT LETTER."**

THE INFORMATION IS THE SAME AS SECTION 6. CHECK BOX AND SKIP TO SECTION 8.

**Funding Method** *(select one option below)*

1  WIRE *(please complete wire instructions below or attach wiring instructions; additional fee applies)*

BANK NAME	PAYEE NAME
BANK ABA/ROUTING NUMBER	ACCOUNT NUMBER
REFERENCE NUMBER	

2  CHECK       ISSUE A CASHIER'S CHECK *(additional fee applies and overnight mail is required)*

PAYEE NAME	PHONE NUMBER <i>(for overnight deliveries)</i>
PAYEE STREET ADDRESS	PAYEE CITY, STATE, ZIP CODE

**Check/Cashier's Check Delivery Instructions**

<input type="checkbox"/> REGULAR MAIL	<input type="checkbox"/> OVERNIGHT MAIL <i>(additional fee applies)</i>
<input type="checkbox"/> BILL TO THIRD PARTY	<input type="checkbox"/> FedEx or <input type="checkbox"/> UPS    Account#: _____
<input type="checkbox"/> MAIL CHECK TO <i>(if different from Payee Address)</i>	
NAME	PHONE NUMBER <i>(for overnight deliveries)</i>
STREET ADDRESS	CITY, STATE, ZIP CODE

**8 Pay Entrust Fees** *(select one)*

**NOTE: ALL FEES ARE DUE AT TIME OF TRANSACTION. IF NO INDICATION IS MADE, FEES WILL BE DEDUCTED FROM YOUR UNDIRECTED CASH BALANCE. TRANSACTION WILL NOT BE PROCESSED UNLESS SUFFICIENT FUNDS ARE AVAILABLE.**

<input type="checkbox"/> ENTRUST ACCOUNT	<input type="checkbox"/> CREDIT CARD <i>(complete section 9)</i>
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**9 Credit Card Information**

CARD TYPE (choose one): <input type="checkbox"/> VISA <input type="checkbox"/> MASTER CARD <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> DISCOVER		
NAME AS IT APPEARS ON CARD	CARD NUMBER	SECURITY CODE
EXPIRATION DATE	BILLING ADDRESS	
CITY, STATE, ZIP		
By signing below, you authorize Entrust to charge your credit card for the fees associated with this transaction. Your request will be processed upon receipt of this form. You understand that inaccurate or incomplete credit card information or charges declined by the credit card issuer will delay the processing of the account transaction.		
SIGNATURE:		DATE:

**10 Account Owner Signature and Investment Acknowledgment**

**Prior to funding, all investment documents must be notated "read and approved" with your signature and date (for example, closing documents).**

I understand that my account is self-directed and that the Administrator and/or Custodian will not review the merits, legitimacy, appropriateness and/or suitability of any investment in general, including, but not limited to, any investigation and/or due diligence prior to making any investment, or in connection with my account in particular. I acknowledge that I have not requested that the Administrator and/or Custodian provide, and the Administrator and/or Custodian has not provided, any advice with respect to the investment directive set forth in this Buy Direction Letter. I understand that it is my responsibility to conduct all due diligence, including, but not limited to, search concerning the validity of title, and all other investigation that a reasonably prudent investor would undertake prior to making any investment. I understand that neither the Administrator nor the Custodian determine 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, including but not limited to investments that engage in Marijuana-related business activities.

I understand that neither the Administrator nor the Custodian is a "fiduciary" for my account and/or my investment as such terms are defined in the IRC, ERISA, and/or any applicable federal, state or local laws. I agree to release, indemnify, defend and hold the Administrator and/or Custodian harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or claims by others, arising out of this Buy Direction Letter and/or this investment, including, but not limited to, claims that an investment is not prudent, proper, diversified or otherwise in compliance with ERISA, the IRC and/or any other applicable federal, state or local laws. In the event of claims by others related to my account and/or investment wherein Administrator and/or Custodian are named as a party, Administrator and/or Custodian shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including, but not limited to, all attorneys' fees, and costs and internal costs (collectively "Litigation Costs"), incurred by Administrator and/or Custodian in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Administrator and/or Custodian, on demand by Administrator and/or Custodian, I will promptly reimburse Administrator and/or Custodian the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Administrator and/or Custodian shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Administrator and/or Custodian will not be responsible to take any action should there be any default with regard to this investment.

I am directing you to complete this transaction as specified above. I confirm that the decision to buy this asset is in accordance with the rules of my account, and I agree to hold harmless and without liability the Administrator and/or Custodian of my account under the foregoing hold harmless provision. I understand that no one at Administrator and/or Custodian has authority to agree to anything different than my foregoing understandings of Administrator's and/or Custodian's policy. If any provision of this Buy Direction Letter is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect. For purposes of this Buy Direction Letter, the terms Administrator and Custodian include The Entrust Group, its agents, assigns, joint ventures, affiliates and/or business associates. I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

**By checking this box, I acknowledge the following:** I understand that my account is subject to the provisions of Internal Revenue Code (IRC) §4975, which defines certain prohibited transactions. I acknowledge that neither the Administrator nor the Custodian has made or will make any determination as to whether this investment is prohibited under IRC §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.

**Transactions will not be processed unless sufficient funds are available. 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.**

**I have read and understand the disclosure above.**

SIGNATURE:	DATE:
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