

The Real Estate IRA Purchase Process



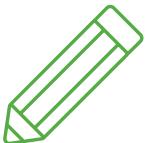
1



Purchase Contract Submission

Client submits the "Real Estate Purchase Contract Submission and Acknowledgment Letter" with the **unsigned** real estate purchase contract to Entrust to initiate the transaction.

2



Earnest Money Deposit Request

Client submits a "Real Estate Buy Direction Letter" with the seller signed purchase contract for Entrust to fund the Earnest Money Deposit.

3



Client Reviews & Approves Closing Documents

Client submits the "Real Estate Transaction Read and Approved Acknowledgment Letter" to Entrust to certify that he/she has approved all closing documents. **Client does not sign closing documents.** Entrust executes on behalf of the IRA and forwards all documents to the Title Company.

4



Title Company Provides Executed Closing Documents for Funding

Title Company obtains the seller(s) executed documents and forwards copy to Entrust to fund the purchase. Entrust sends funds to complete the transaction.

5



Title Company Sends Entrust Recorded & Original Documents

Once escrow has closed the transaction, the Title Company sends Entrust the final closing documents to complete the IRA purchase and for safekeeping.

Step 1

Purchase Contract Submission



Form:

Real Estate Purchase Contract Submission and Acknowledgment Letter

- Complete Sections 1 and 4
- Initial Sections 2 and 3
- Sign and Date Section 5
- Submit "Real Estate Purchase Contract Submission and Acknowledgment Letter" with the unsigned real estate purchase contract to Entrust

IMPORTANT:

- Entrust will sign the purchase contract and return it to either you or your real estate agent.
- Wait for the seller to accept and sign the purchase contract before completing Step 2.

1 Account Owner and Property Information

NAME (as it appears on your account application)	ENTRUST ACCOUNT NUMBER	ACCOUNT TYPE
EMAIL ADDRESS (required)	DAYTIME PHONE NUMBER	
INVESTMENT PROPERTY STREET ADDRESS	INVESTMENT CITY, STATE, ZIP CODE	

2 Transaction Acknowledgment

IMPORTANT: Do not sign the purchase contract where a signature is required. **Entrust must sign all documentation for the purchase on behalf of the client's account.**

- ✓ If a disqualified party to the IRA is a Real Estate professional, they may not receive compensation for providing services to this transaction. See [IRS Code Section 4975](#).
- ✓ Personal funds cannot be used for the Earnest Money Deposit (EMD). Deposit funds must come from the IRA account.
- ✓ Account must have sufficient funds available before the transaction can be processed.
- ✓ If the IRA is partnering with another party(ies) in the purchase, add the divided ownership percentage to the vesting/title.
- ✓ If the Seller is an entity, its members cannot be disqualified persons or have had interest in the entity.

By initialing, I acknowledge that I have read and understand the transaction acknowledgment above.

Initial Here: _____

3 Read and Approved Contract Acknowledgment

By initialing, I acknowledge that I have read and approved the contract being submitted for processing. Entrust will not process my request if I do not initial that I have read and approved the purchase contract.

Initial Here: _____

4 Property Vesting/Title

THE PURCHASE CONTRACT MUST REFLECT THE IRA AS THE BUYER. IF IT DOES NOT, INDICATE HOW YOU WILL MAKE THE CORRECTION
 (select one option below)

Correct Title: For IRAs: The Entrust Group, Inc. FBO [Client Legal Name] Account# [Client Account Number]
 For Qualified Plans: [Client Plan Name] Account# [Client Account Number]

- This contract has the correct vesting/title in the name of client's IRA.
- Attached is the addendum/amendment to the contract that states the correct vesting/title for the buyer. This has been signed by all parties involved in this transaction.

5 Account Owner Signature and Acknowledgment

I hereby understand that I am fully responsible for conducting due diligence on this investment. I also understand that I am responsible for providing the correct information in order for my request to be processed. I hereby authorize The Entrust Group to process this real estate purchase contract. I certify that I have read, accepted, and understand the transaction acknowledgment and instructions above.

SIGNATURE	DATE
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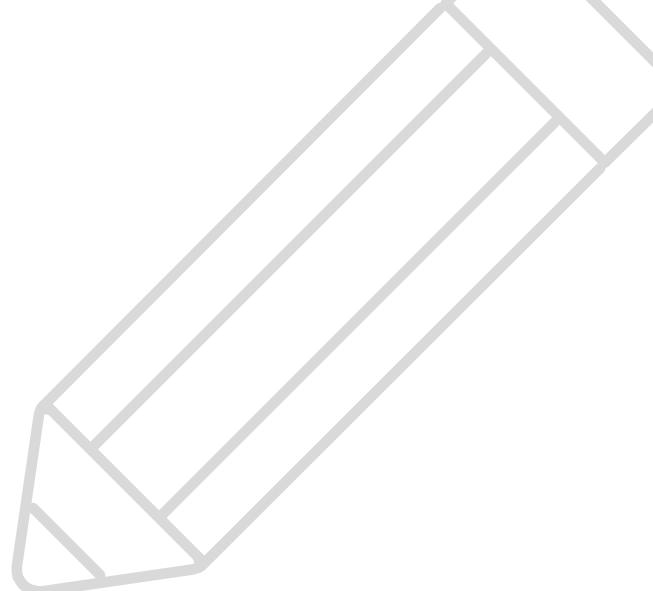


Submission Options

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

Step 2

Earnest Money Deposit Request



Form:

Buy Direction Letter Real Estate

PROCEED when the seller has accepted and signed the contract

- Read the "Buy Direction Letter Real Estate Instructions"
- Complete Sections 1 through 10
- Sign and Date Section 11
- Submit the "Buy Direction Letter Real Estate" with the seller signed purchase contract to Entrust

IMPORTANT:

- Wait to receive the final closing documents from the title company before completing Step 3.



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:

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

To Execute Funding/Closing:

Items A - C, plus the following:

- Completed Entrust's "Real Estate Transaction Read and Approved Acknowledgement Letter"
- Proposed Warranty or Grant Deed
- Preliminary Title Report
- Estimated Closing Statement or HUD
- Closing Instructions (*if applicable*)
- Loan Documents (*if applicable*)



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1 Account Owner Information

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

2 Review Processing (select one)

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.

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

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 ¹	<input type="checkbox"/> EXCHANGE
PROPERTY TYPE (check all that apply)		
<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 ² ? <input type="checkbox"/> YES <input type="checkbox"/> NO
WILL THE PROPERTY HAVE DEBT FINANCING?		
<input type="checkbox"/> YES, this property will have debt financing (complete section 5).		<input type="checkbox"/> NO, this property will not have debt financing (check box and skip to section 6).

¹ 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.

² 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 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

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 (\$40 fee applies; cannot overnight to a PO Box) <input type="checkbox"/> Charge my Entrust Account <input type="checkbox"/> Use third-party billing <input type="checkbox"/> FedEx <input type="checkbox"/> UPS Account #: _____
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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.

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	ACCOUNT NUMBER	PAYEE STREET ADDRESS	
ACCOUNT HOLDER NAME		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			

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	Overnight Delivery (\$40 fee applies; cannot overnight to a PO Box) <input type="checkbox"/> Charge my Entrust Account <input type="checkbox"/> Use third-party billing <input type="checkbox"/> FedEx <input type="checkbox"/> UPS Account #: _____		
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ADDITIONAL INFORMATION

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 (complete section 9)
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9 Credit Card Information

PAY WITH CARD ON FILE	<input type="checkbox"/>	LAST 4 DIGITS OF CARD	_____	
NEW CARD (select 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 CODE				
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 the Administrator and/or Custodian are named as a party, the 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 the 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 the Administrator and/or Custodian, on demand by the Administrator and/or Custodian, I will promptly reimburse the Administrator and/or Custodian the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, the 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 the Administrator and/or Custodian has authority to agree to anything different than my foregoing understandings of the 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/or 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.

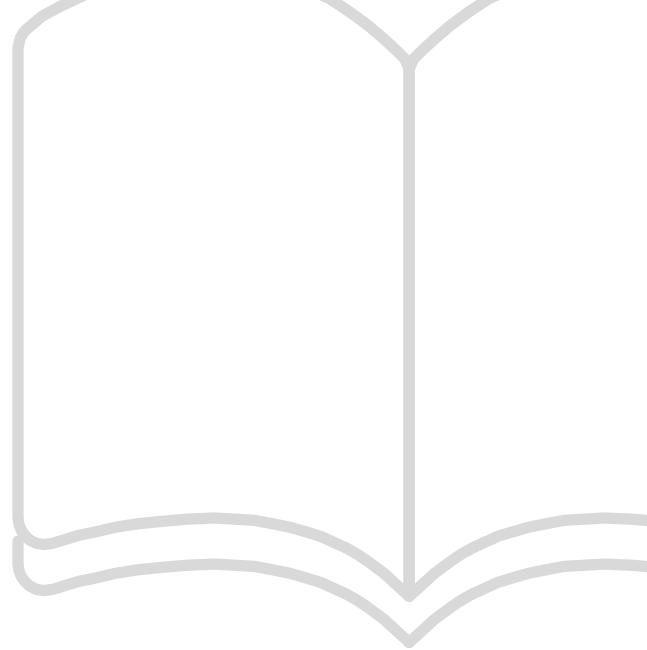
I have read and understand the disclosure above.

SIGNATURE:

DATE:

Step 3

Client Reviews & Approves Closing Documents



Form:

Real Estate Transaction Read and Approved Acknowledgment Letter

PROCEED when you receive the final closing documents from the title company

- Complete Sections 1 through 3
- Sign and Date Section 4
- Submit "Real Estate Transaction Read and Approved Acknowledgment Letter" to Entrust

IMPORTANT:

- Title Company will obtain the seller(s) executed documents and forward a copy to Entrust to fund the purchase.
- Entrust will send funds to complete the purchase.
- To finalize the transaction and for safekeeping, all original and recorded documents must be submitted to Entrust.

1 Account Owner and Property Information

NAME <i>(as it appears on your account application)</i>	ENTRUST ACCOUNT NUMBER	ACCOUNT TYPE
EMAIL ADDRESS <i>(required)</i>	DAYTIME PHONE NUMBER	
INVESTMENT PROPERTY STREET ADDRESS	INVESTMENT CITY, STATE, ZIP CODE	

2 Transaction and Investment Type

TRANSACTION TYPE <i>(choose one)</i>	INVESTMENT TYPE <i>(choose one)</i>
<input type="checkbox"/> PURCHASE <input type="checkbox"/> SALE	<input type="checkbox"/> REAL ESTATE <input type="checkbox"/> REAL ESTATE NOTE

3 List of Received, Read, and Approved Documents

Must check all applicable documents; list any additional documents.

A	<input type="checkbox"/> WARRANTY OR GRANT DEED	I	<input type="checkbox"/>
B	<input type="checkbox"/> PRELIMINARY TITLE REPORT OR TITLE COMMITMENT	J	<input type="checkbox"/>
C	<input type="checkbox"/> ESTIMATED CLOSING STATEMENT OR HUD STATEMENT	K	<input type="checkbox"/>
D	<input type="checkbox"/> CLOSING INSTRUCTIONS <i>(if applicable)</i>	L	<input type="checkbox"/>
E	<input type="checkbox"/> LOAN DOCUMENTS <i>(if applicable)</i>	M	<input type="checkbox"/>
F	<input type="checkbox"/>	N	<input type="checkbox"/>
G	<input type="checkbox"/>	O	<input type="checkbox"/>
H	<input type="checkbox"/>	P	<input type="checkbox"/>

4 Account Owner Signature and Acknowledgment

I hereby authorize The Entrust Group ("Entrust") to send funds and/or execute the necessary documents listed above. I acknowledge that I have received, read, and approved the listed documents to complete this transaction. I understand that I am fully responsible for making sure that the original and recorded documents for the transaction are sent to Entrust for safekeeping. Any refunds and/or sales proceeds from this transaction must be sent to Entrust for deposit. Furthermore, I understand that these items must be submitted within thirty (30) days after close of escrow, or the transaction will be reported on IRS Form 1099-R as a taxable distribution, which in turn may create additional tax liabilities to me.

SIGNATURE	DATE
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Submission Options

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