



Buy Direction Letter Real Estate

PO Box 9
Cedar City, UT 84721
Phone: 888-328-8008
Fax: 435-867-1042

Part 1 Account Owner Information

NAME (as it appears in your plan)	IRA EXPRESS ACCOUNT NUMBER	ACCOUNT TYPE
EMAIL ADDRESS		PHONE NUMBER

Part 2 Entity Responsible for Closing the Transaction

Escrow Company / Title Company / Attorney

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

Part 3 Investment Information

PROPERTY TYPE (Check all that apply)			
<input type="checkbox"/> Single Family Residence <input type="checkbox"/> Multi-Family Residential (duplex, condo, etc.) <input type="checkbox"/> Commercial <input type="checkbox"/> Vacant Land <input type="checkbox"/> Other _____			
Is this property a: <input type="checkbox"/> REO <input type="checkbox"/> Short Sale			
PROPERTY ADDRESS	CITY	STATE	ZIP CODE
PARCEL NUMBER OR LOT/BLOCK NUMBER	CONTRACT PRICE \$		PERCENTAGE OF OWNERSHIP %
EARNEST MONEY DEPOSIT \$		IS THIS PROPERTY BEING TAKEN AS A REPLACEMENT FOR A DEFAULTED IRA LOAN?	
DELIVER EARNEST MONEY DEPOSIT BY:		<input type="checkbox"/> NO <input type="checkbox"/> YES	
<input type="checkbox"/> WIRE (Please provide wiring instructions or fill-out a Wiring Instructions form)		If yes, please describe the defaulted asset or loan as listed on your IRA Express statement:	
<input type="checkbox"/> CHECK MAILED TO: _____			
Will the property have debt financing?			
<input type="checkbox"/> YES, this property will have debt financing (Please complete Part 4)			
<input type="checkbox"/> NO, this property will not have debt financing (Please skip Part 4)			

Part 4 Lender Information For Debt Financing

LENDER NAME		LOAN NUMBER	
LENDER ADDRESS	CITY	STATE	ZIP
NON-RECOURSE LOAN: If you obtain financing on the property, it must be non-recourse to the account, with no personal guarantee by the account owner or any disqualified person related to the account.			
UNRELATED DEBT FINANCED INCOME TAX: Property purchased by your retirement account using debt financing may be subjected to Unrelated Debt Finance Income Tax. You will be responsible for preparation of 990-T form for our signature. Please seek a tax professional or CPA if you have questions concerning the matter. You may also reference www.irs.gov and IRS Publication 598 for additional information			



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Part 5 Investment Funding Information

How would you like IRA Express to fund your investment? *(Please select one of the options below)*

☐ THIS INFORMATION IS THE SAME AS THE INSTRUCTIONS PROVIDED FOR DELIVERY OF THE EARNESTMONEY DEPOSIT

☐ WIRE *(Please provide wiring instructions or complete and attach a wiring instructions form)*

☐ CHECK or ☐ CASHIERS CHECK

Check Delivery Instructions

PAYEE NAME		TELEPHONE NUMBER	
PAYEE ADDRESS	CITY	STATE	ZIP

Part 6 Special Instructions

Part 7 Payment of Fees

How would you like to pay your fees?

☐ Please deduct fees from my IRA Express account.

☐ A check is enclosed.

☐ Please charge my credit card according to the information below.

All fees are due at time of transaction. If no indication is made, fees will be deducted from your un-directed cash balance. Your transaction will not be processed unless sufficient funds are available.

Credit Card Information

CARD TYPE *(choose one)*: ☐ VISA ☐ MASTER CARD ☐ AMERICAN EXPRESS ☐ DISCOVER

NAME AS IT APPEARS ON YOUR CARD	CARD NUMBER	SECURITY CODE
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EXPIRATION DATE	BILLING ADDRESS
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CITY, STATE, ZIP

By signing below, you authorize your credit card to be charged for the option(s) chosen above. 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. Future changes to the option made above must be submitted in writing.

SIGNATURE	DATE
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Part 8 Investment Acknowledgement

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

I understand that my account is self-directed and that the Administrator and 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 have 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



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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.

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 IRA Express, Inc., 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.

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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Insurance Notification for Real Estate

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74 North Main Street
Cedar City, UT 84721
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Part 1 Account Owner Information

NAME (as it appears in your plan)	IRA EXPRESS ACCOUNT NUMBER	ACCOUNT TYPE
EMAIL ADDRESS		PHONE NUMBER
PROPERTY ADDRESS		

Part 2 Insurance Payment Election

Choose one of the following:

In regard to the property described above, I elect the following option in payment of property insurance:

- ☐ I elect to have IRA Express receive the property insurance bill and make the payment directly from IRA funds.
I understand that the insurance bill should be sent to IRA Express at the address listed above. I understand that when IRA Express receives the property insurance bill, I will be contacted to obtain an authorization for payment, and that payment will not be made until I provide the necessary authorization.
- ☐ I elect to have my property management company receive and pay the property insurance bill from funds in the management account.
- ☐ I elect not to have property insurance on this property.
I understand that it is my responsibility to insure the property against damage or other hazards. I understand that IRA Express is not responsible to obtain property insurance for assets in my IRA.

Part 3 Certification and Acknowledgement

SIGNATURE	DATE
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