

## Direction of Investment – Tax Lien, Other

### IMPORTANT INFORMATION

This Direction of Investment form should be used when your account is purchasing a, Tax Lien/Deed, or other type of investment. Do NOT use this Direction of Investment for a Real Estate, 401(k) or IRA/LLC, Promissory Note, PPM/Private Offering or Private Company/Private Equity Investment as those investment classes have their own specific Direction of Investment Form.

### Processing Options

Select an option below. If no option is selected, Directed IRA will process your request as normal (within 3 business days). I understand that if my account does not have sufficient funds, my transaction may not be processed. Processing cannot begin until all Investment Documents have been received and determined to be in good order.

- Next-Day Service (\$150) – Must be received by 4pm MST     Same-Day Service (\$250) – Must be received by 10am MST

### 1. Account Owner Information

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Last 4 of SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Directed IRA Account Number: \_\_\_\_\_ Account Type: \_\_\_\_\_

### 2. Asset Type to Purchase

Select the type of asset you would like to purchase. Please note the supporting documents required for each investment type. Additional fees may apply, please refer to your fee schedule for all associated fees.

- Tax Lien/ Tax Deed/ Contract for Deed

Tax Lien Identification: \_\_\_\_\_

Total Investment Amount \$ \_\_\_\_\_

- Other      Describe: \_\_\_\_\_

#### Supporting Documents Needed:

Copy of Tax ID, Articles of Incorporation, and By-Laws. All original stock certificates must be physically held by Directed IRA.

### 3. Titling of Investments

Your retirement account is considered the legal owner of your investment. All documents must reflect this ownership. Failure to title the asset correctly may cause delays and/or tax consequences. The correct titling for all investment documents should be as follows: **Directed Trust Company FBO (your name) (account type). For example, Directed Trust Company FBO John Smith IRA, Directed Trust Company FBO John Smith HSA, or Directed Trust Company FBO John Smith Solo 401(k) Roth, etc.**

### 4. Documents to Process

Please list the documents Directed Trust Company is required to sign on behalf of your account.

Documents: \_\_\_\_\_

### 5. Funding Instructions

Please select option A or B below:

- A.  Check

Make Check Payable To: \_\_\_\_\_

Mail Check To: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

- Delivery:**  Regular Mail (7-10 business days)     Priority Mail (2-3 business days) (\$15.00)     Overnight Mail (\$35.00)

B.  Electronic Funds Transfer

Bank Name: \_\_\_\_\_ Routing Number: \_\_\_\_\_

Account Holder's Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Reference Number: \_\_\_\_\_ Funding Deadline: \_\_\_\_\_

Delivery:  Wire  ACH

Account Type:  Checking  Savings

\*Routing Number may differ depending on selection

**6. Acknowledgement & Signature**

My account is self-directed and I, alone, am responsible for the selection, due diligence, management, review, and retention of all investments in my account. I agree that Directed Trust Company (Tradename, Directed IRA), the Custodian and Administrator, is not a "fiduciary" for my account, as the term is defined in the Internal Revenue Code, ERISA or any other applicable federal, state or local laws. I understand and acknowledge that by directing Directed Trust Company to execute any investment documents on behalf of my account, any obligations, declarations, duties, responsibilities, or liabilities contained in such investment documents strictly pertain to me, as the account owner, and shall not apply to Directed Trust Company in any capacity, as Directed Trust Company is solely the passive, directed custodian for my account and acts only pursuant to my written instruction. I acknowledge and confirm that I have received, read and understand each of the disclosures for my account(s) and direction(s) of investment, and consent and agree to the terms and condition contained therein.

By signing below, I hereby direct Directed Trust Company, in its passive capacity, to enact this transaction for my account by signing on behalf of my account where indicated in the investment documents and hereby release, indemnify, and agree to hold harmless and defend Directed Trust Company in the event that this transaction violates any federal or state law or regulation, results in litigation, or otherwise results in disqualification, penalty, fine, or tax imposed upon me, my account, or Directed Trust Company. Please note electronic signatures on the Direction of Investment form must include the electronic signature Certification page or Certification Stamp. If one is not included we will not be able to process the Direction of Investment Form.



\_\_\_\_\_
Account Owner Signature

\_\_\_\_\_
Date

**INVESTMENTS: NOT FDIC INSURED ■ NO GUARANTEE ■ MAY LOSE VALUE**

Secure File Upload www.directedira.com/secureupload
Email Forms to: Investments@directedira.com
Send Mail to: 3033 N. Central Ave. Ste. 415 Phoenix, AZ 85012
Phone: (602) 899-9396 Fax: (602) 899-9641

Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation

## Direction of Investment Disclosure

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1. ACCOUNT OWNER WARRANTIES. As an account owner of a self-directed retirement account, I represent and warrant to Directed IRA Tradename Directed Trust Company (“Custodian”) the following:

- I. I warrant that I have properly titled the asset held by my retirement account;
- II. I warrant that I am not receiving any personal benefit from the investments made by retirement account (e.g. using your rental property as a vacation home);
- III. I acknowledge that if my retirement account invests in an asset that does not provide an automated update in regards to its fair market value (FMV), I must provide that value to Directed IRA each year as requested;
- IV. I acknowledge that an investment in my retirement account may create Unrelated Business Taxable Income (UBTI), and I should consult my tax advisor on the tax consequences of my investment;
- V. I warranty that my retirement account has invested in an asset that complies with all applicable federal and/or state requirements;
- VI. I warrant that I have provided all documentation associated with my investment to Directed IRA.
- VII. I acknowledge that I have read the disclosures provided with the Direction of Investment and accept any and all risk that may be associated with the asset I have chosen; and
- VIII. I understand that Custodian does NOT insure the investments made by retirement account.

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2. Custodian nor Custodian’s agent has NOT selected nor recommended any investment for me; and neither Custodian nor any employee of Custodian has acted as a broker dealer or salesperson in completing any purchase or sale of an investment or a security from me.

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3. Custodian has no obligation or duty to investigate, analyze, monitor, verify title to or otherwise evaluate any investment contemplated herein, or to obtain or maintain insurance coverage (whether liability, property, or otherwise) with respect to any assets or investment purchased by Account Owner. Custodian shall not be responsible to take any action should there be any default or any other obligation with regard to this investment unless instructed in a signed writing by Account Owner.

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4. It is not the responsibility of Custodian to review or consider the prudence, merits, viability or suitability of any investment made by me or to determine whether the investment is

acceptable under ERISA, the Internal Revenue Code or any other applicable law. I understand that certain transactions are prohibited in individual retirement accounts and qualified retirement plans under Section 4975 of the Internal Revenue Code. I further understand that the determination of a prohibited transaction depends on the facts and circumstances that surround the particular transaction.

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5. Custodian will make no determination as to whether my investment is prohibited. I further understand that should my account engage in a prohibited transaction, my account will incur a taxable distribution as well as possible penalties.

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6. I represent to Custodian that I have consulted with my own legal, tax and accounting advisors to insure that my investment does not constitute a prohibited transaction and that my investment complies with all applicable federal and state laws, regulations and requirements including without limitation that the offering entity or individual is not a disqualified person under IRC 4975(e) (2).

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7. In the event any investment for my retirement account produces taxable income (unrelated or debt financed) pursuant to IRC 511-514. I agree to prepare or have prepared for me, the required 990T tax form along with a direction of investment authorizing the Custodian to pay taxes from my account. Forms need to be submitted to the Custodian for filing five (5) days prior to the date on which they are due.

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8. Custodian does not provide legal or tax services or advice with respect to my investment; and the undersigned releases and indemnifies, and agrees to hold harmless and defend Custodian in the event that my investment or sale of assets pursuant to the Direction of Investment violates any federal or state law or regulation or otherwise results in a disqualification, penalty, fine or tax imposed upon the account, Custodian, or the undersigned.

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9. Custodian shall be fully protected in acting upon any instrument, certificate, or paper believed to be genuine and to be signed or presented by the proper person or persons whether or not by facsimile or other copy, and Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

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10. The undersigned represents to Custodian that if any investment is a “security” under applicable federal or state

securities laws, such investment has been registered or is exempt from registration under federal and state securities laws and the undersigned releases and waives all claims against Custodian for its role in carrying out the instructions of the undersigned with respect to such investment. The undersigned acknowledges that the foregoing representation is being relied upon by Custodian in accepting the undersigned's Direction of Investment and agrees to indemnify Custodian with respect to all costs, expenses (including attorney's fees). Fines, penalties, liabilities, damages, actions, judgements and claims arising out of such investment and/or breach of the foregoing representation.

11. The undersigned agrees that any documents sent to the undersigned by Custodian in connection with my investment shall be deemed approved by the undersigned, unless written notice to the contrary is received by the Custodian with the documents.

12. Any suit filed against Custodian and Administrator arising out of or in connection with its role as Custodian and Administrator of the undersigned's account shall only be initiated in the courts of Maricopa County, Phoenix; and the undersigned agrees to submit to such jurisdiction.

13. The undersigned agrees to reimburse or advance to Custodian, on demand, all legal fees, expenses, costs, fines and penalties incurred or to be incurred in connections with the defense, contest or prosecution of any claim made, threatened or asserted pertaining to the undersigned's investment through Custodian, including, without limitation, claims

asserted by the undersigned, any state or federal regulatory authority or self-regulatory organization.

14. The undersigned releases and indemnifies, holds harmless and defends Custodian from any and all claims, damages, liability, actions, costs, expenses (including, without limitation, attorney's fees) and responsibility for any loss resulting to the account, the undersigned or to any beneficiary or incurred by Custodian, in connections with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to and/or in connection with this Direction of Investment or resulting therefrom. Under no circumstances shall Custodian be subject to or liable for any consequential, incidental, indirect, special, exemplary or similar damages, including without limitation, damages or costs incurred as a result of loss of time, loss of savings, loss of data, loss of revenues and/or profits, whether foreseeable or unforeseeable that may arise out of or in connection with this agreement or Custodian complying with your directions, regardless if such damages are based in contract, tort, warranty, negligence, strict liability, products liability or otherwise.

15. The undersigned acknowledges, understands and agrees that this Direction of Investment and any other Direction of Investment of the undersigned is subject to all of the term, conditions, representations, warranties and agreements contained in this Direction of Investment Disclosures, the undersigned's Custodial Agreement and Disclosure Information and any other documents or disclosures provided to you by Custodian.



Account Owner Signature

Date

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[Secure File Upload](http://www.directedira.com/secureupload)

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Email Forms to:

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