

## Direction of Investment- Real Estate

Use this form to initiate a real estate investment through your Directed Trust Company Account. All real estate investments are subject to administrative review by Directed Trust Company.

Documents Needed for Funding	
<input type="checkbox"/> Direction of Investment- Real Estate	➤ Complete in full, sign and date.
<input type="checkbox"/> Proposed Copy of Conveyance Deed	➤ The owner's name on Deed should read: <b>"Directed Trust Company FBO [Client Name][Account Type]"</b> . ➤ For owner's address, use, 3033 N. Central Ave. Ste. 415, Phoenix, AZ 85012
<input type="checkbox"/> Settlement Statement - <i>Signed "Read &amp; Approved"</i>	➤ Signed by the Account Owner.
<input type="checkbox"/> Property Manager Agreement - <i>Signed "Read &amp; Approved"</i>	➤ Please use for all income producing properties.
<input type="checkbox"/> Loan Documents - <i>Signed "Read &amp; Approved"</i>	➤ If applicable for non-recourse loan.

### Processing Options

#### Expedited Processing Options

**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. Investment Instructions

<b>I authorize Directed IRA to make (select one):</b>
<input type="radio"/> New Purchase <input type="radio"/> Exchange

<b>If this is a New All Cash Purchase, select and fill in the information below:</b>	
<input type="radio"/> All cash purchase of \$ _____, plus closing costs outlined in settlement statement/HUD.	<b>Closing Date:</b> _____

<b>Financed Purchases</b> *Must complete Financing Instructions in Section 7	
<input type="radio"/> Financed purchase with a cash payment of \$ _____. This is the full cash amount outlined in the settlement statement/HUD that will be sent from your account. I authorize Directed Trust Company to sign a Promissory Note and Deed of Trust/Mortgage. I represent that the loan is Non-Recourse and compliant for my account:	
<b>Lender Name:</b> _____	<b>Total Amount:</b> \$ _____

### 3. Property Information

Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Property Parcel No. or APN: \_\_\_\_\_ **Percentage of Ownership:** \_\_\_\_\_ %

**4. Closing Agent Information**

Company Name		Contact Name
Street Address		
City	State	Zip
Phone	Fax	Email

Is the closing agent listed above handling the recording of the deed and other documents?  Yes or  No

If No, who is handling the recording/filing of the deed:

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**5. Funding Instructions** *Please select option A or B below:*

A.  Check

Make Check Payable To: \_\_\_\_\_ Check Memo (optional): \_\_\_\_\_

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: \_\_\_\_\_

Name on Bank Account: \_\_\_\_\_ Account Number: \_\_\_\_\_

Escrow #/Reference Information: \_\_\_\_\_ Funding Deadline: \_\_\_\_\_

**Delivery\*:**  Wire  ACH Account Type:  Checking  Savings

\*Routing Number may differ depending on selection

**6. Financing Instructions, if applicable (Check one if financing)**

Property Manager will make note payments. (Please complete Property Management Agreement form)

Upon closing, I will submit an Expense Payment Request form to set up an automatic payment for my loan.

Lender Name		Loan No.
Street Address		
City	State	Zip
Phone	Fax	Email

**7. General Acknowledgement & Agreement**

1. I understand that I am responsible, and Directed Trust Company is not responsible, for selecting and reviewing the above investment(s) and for determining the suitability, nature, value, risk, safety and merits of the investment that I authorize Directed Trust Company to make for my account.

2. I understand that Directed Trust Company is not related to or affiliated with the management or selling agent(s) of the investment(s) that I have instructed Directed Trust Company

to purchase for my account. I acknowledge that Directed Trust Company has not reviewed, recommended or commented on the investment merits, risks, suitability or management of the asset(s) I have selected and I authorize Directed Trust Company to process this transaction. I therefore agree to release, indemnify, defend, and hold Directed Trust Company harmless from any claims arising out of making such investment. I also understand and agree that Directed Trust Company will not be responsible to take

any action should the investment noted herein become subject to default, including fraud, insolvency, bankruptcy, or other court order or legal process.

---

3. I agree that any dispute regarding this investment shall be submitted to binding arbitration pursuant to the Commercial Rules of the American Arbitration Association and the terms of the Custodial Agreement. I understand that the prevailing party shall be entitled to recover all legal fees, reasonable costs and expenses, and that these shall be in addition to any award of damage or any other relief to which the prevailing party is entitled.

---

4. I understand all the routine real estate expenses (e.g., tax bills, insurance premiums, homeowner's association payments, loan payments, and utility bills) will automatically be paid from my account upon receipt. Sufficient funds must be held in my uninvested cash account to make the required payment at least 14 days prior to payment due date. If funds are not available, I will be responsible for any interest or penalties incurred. Invoices for non-routine expenses (e.g., repairs and improvements) require specific Account Owner authorization prior to payment from the account. I agree that it is my responsibility to monitor my account activity to ensure all necessary expense payments have been processed.

---

5. I have consulted my own attorney and hereby represent that Directed Trust Company may hold title to this property. I hereby represent to Directed Trust Company that I understand the risks involved with this investment, specifically, that there may be liability above and beyond the amount of the investment in the property (e.g., ad valorem property taxes on the property or liability arising under Environment Laws). The losses will include any losses caused by, or arising out of, the presence, on or about the Property, of any Hazardous Substances, or any person or entity complying or failing to comply with any Environment Law. The term "Environment Law" means any law, rule, regulation, or ordinance relating to protection of the environment or human health. The term "Hazardous Substance" means any substance defined as hazardous or toxic, or otherwise regulated by any Environmental Law.

---

6. I have made arrangements with the property manager designated in the Property Management Agreement. Directed Trust Company will not be responsible for errors and omissions in the management agreement or for any actions taken by the Property Manager.

---

7. I represent that the above investment is not a prohibited transaction, as defined in the Internal Revenue Code and Department of Labor regulations. I further agree that if my account receives and unrelated business taxable income that this may require my account to file a 990-T tax return to the IRS and/or state tax authorities and that it is my responsibility to determine whether such sums are due and to ensure that such filing is made for my account.

---

8. I acknowledge that this investment is not insured by the FDIC, is not an obligation of or guaranteed by Directed Trust Company is subject to risk, including the possible loss of principal.

---

9. I understand that I am responsible for ensuring that any documents relating to any investment are signed, recorded, genuine, legally enforceable, and/or sufficient to give rise to legal interest. I acknowledge that Directed Trust Company shall have no duty or responsibility to take such actions and that if this documentation is not provided to Directed Trust Company in a timely manner, my investment could be issued to me as a distribution.

---

10. I agree that this Real Estate Investment Authorization is further subject to all the terms and conditions of the Custodial Account Agreement.

---

11. 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.

---

12. 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.

---

13. 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.

---

14. 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.

---

---

**8. Acknowledgment & Signature**

I understand that I must provide a real estate fair market valuation for any real estate transaction request I submit that will result in a taxable event (e.g., distribution). I also acknowledge that on an annual basis, I will be asked to provide an updated valuation for each real estate investment within my account(s). Such annual valuation may be in the form of a comparative market analysis or other source deemed to be acceptable by the Custodian.

*Please note electronic signatures on this form must include the electronic signature Certification page or Certification Stamp. If one is not included, **we will not accept this form.***



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

\_\_\_\_\_  
Date

---

**INVESTMENTS: NOT FDIC INSURED \$ NO GUARANTEE \$ MAY LOSE VALUE****Secure File Upload**

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

**Email Forms to:**

[Investments@directedira.com](mailto: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