

Toll Free: 800-962-4238 www.PacificPremierTrust.com

# Solo(k) Real Estate Investment Authorization Checklist

#### IMPORTANT REMINDERS:

Please supply all documents listed on the Real Estate Investment Authorization to Pacific Premier Trust. Sending incomplete documents will only delay the review and funding process. Please make sure to include sufficient funds to cover your investment, minimum cash requirement and transaction fees.

### To Make An Initial Earnest Money Deposit:

Fully complete, sign and dated the Solo(k) Real Estate Investment Authorization Form

Purchase contract in the name of Pacific Premier Trust Custodian FBO (Plan Name) FBO (Client Name) Solo(k), signed "Read & Approved" on each page by the Account Owner

Earnest Money Deposit Request (see page 6 of this form)

#### For Closing:

Fully completed, signed and dated Solo(k) Real Estate Investment Authorization Form

Proposed copy of Conveyance Deed. The owner's name on the Deed should read: Pacific Premier Trust Custodian FBO (Plan Name) FBO (Client name), Solo(k). For owner's address, please use:

PO Box 173859, Denver CO 80217

Preliminary Owner's Title Report (must be within 90 days). The proposed insured should read: Pacific Premier Trust Custodian FBO (Plan Name) FBO (Client Name), Solo(k).

Settlement Statement (signed by the Account Owner)

Escrow Instructions (if applicable). Account Owner must sign each document as "Read & Approved"

Property Management Agreement (NOTE: You do not need to use Pacific Premier Trust's Property Management Agreement Form if you are providing your own Property Management Agreement)

For a transfer or rollover of real estate from another custodian, also provide the existing Deed and Titiel Policy (owners)

Loan Documents (if applicable)\*

\* If you obtain financing, it must be non-recourse to the account, with no personal guarantee by the account holder. Financing may require you (the account holder) to report Unrelated Debt Financed Income (UDFI) on Form 990T. You will want to talk to your CPA or tax professional that is familiar with this form to assist you.



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### Solo(k) Real Estate Investment Authorization

NOTE: All real estate investments are subject to an administrative review by Pacific Premier Trust.

1 ADMINISTRATIVE INFORMATION				
As buyer, the Conveyance Deed and Title Policy should read	"Pacific Premier Trus	st Custodian FB0		
olan name) FBO (Client Name) Solo(k)%"				
Provide the following for review:				
<ul> <li>Complete and sign this form</li> <li>Settlement Statement (signed by Account Owner)</li> <li>Owner's Title Report (preliminary and must be within Statement (signed by the Conveyance Deed (proposed)</li> <li>Contract or Purchase Agreement (signed by the Account Escrow Instructions (if applicable), Account Owner must Property Management Agreement</li> <li>Transfer or Rollover real estate from another custodia</li> <li>Earnest Money Deposit Instructions (if applicable)</li> </ul>	nt Owner) st sign each documer	•		
If the Account Owner has arranged financing for his/her reti (non-recourse note only), Deed of Trust/Mortgage and an Ar the name of the plan and signed by the Account Owner as "F Premier Trust after the investment is funded. A special serv	mortization Schedule Read & Approved." Co	(Payment Schedule). All documents should be drawn up in pies of the recorded Deed should be forwarded to Pacific		
The Account Owner is responsible for obtaining copies of the	e recorded document	s for their records.		
2 ACCOUNT OWNER INFORMATION				
ACCOUNT OWNER NAME (FIRST, MI, LAST)*		PACIFIC PREMIER TRUST ACCOUNT NO.		
I authorize and direct Pacific Premier Trust to: (please choos	se one)			
Purchase Transfer or Rollover	Exchange	Make an Earnest Money Deposit		
<b>CHECK THE APPROPRIATE BOX BELOW:</b> (please choose or Please complete the Financing Instructions section on Page				
All cash purchases of \$ from plus closing costs to be determined.	Account Number:			
If held across multiple accounts:				
ACCOUNT NUMBER		AMOUNT \$		
ACCOUNT NUMBER		AMOUNT \$		
ACCOUNT NUMBER		AMOUNT \$		
Closing Date:				
Financed purchase with a down payment of \$sign a Promissory Note and Deed of Trust/Mortgage to:		and I authorize Pacific Premier Trust to		
Lender Name	in th	e amount of \$		
Transfer/Rollover property from an existing retirement	plan with a current v	alue of \$		



3 PROPERTY INFORMATION						
STREET ADDRESS						
СІТУ	COUNTY	COUNTY STATE/PROVI			POSTAL CODE	
PROPERTY PARCEL NO. OR APN	PE	ERCENTAGE OF OWNER	SHIP %	PACIFIC PREMIER TRUST ASS	ET ID (IF KNOWN)	
4 CLOSING AGENT						
PAYEE NAME					PHONE NO.	
STREET ADDRESS						
СІТУ			STATE		POSTAL CODE	
5 FUNDING INSTRUCTIONS (SELECT ONE)						
Check: PAYEE NAME						
MAILING ADDRESS						
CITY	ATE/PROVING	TE/PROVINCE COUNTRY P		POSTAL CODE		
Wire:  Please provide wire instructions below. Submitting be needed.	incomplet	1		uctions separately will del	ay funding, as ad	ditional verification will
BANK NAME ABA NO.						
BANK ACCOUNT NAME			BANK ACCOUNT NO.			
REFERENCE						
6 FINANCING INSTRUCTIONS (SELECT ONE)						
The Property Manager will make the note payment						
I instruct Pacific Premier Trust to issue a monthly payment of \$  LENDER NAME				to	be paid on LOAN NO.	(date).
STREET ADDRESS						
CITY	STATE/PR	ROVINCE		PHONE NO.		POSTAL CODE

7 DIRECTIONS FOR RETURNING EXECUTED	DOCUMENTS				
Please send documents via (check all that apply)*:					
Email:		Fax:			 
Regular mail to address above					
Express mail delivery to address above, and:					
Charge my Pacific Premier Trust accoun	t for an overnight fee				
Use a Third Party's Billing Account No.:		FedEx	UPS	Other:	 
Use the enclosed prepaid UPS/FedEx La	abel				

### **ACKNOWLEDGMENT & SIGNATURE REQUIRED ON NEXT PAGE**

<sup>\*</sup>If no option is selected, the default will be to overnight at the client's expense. Please refer to your fee schedule for details.

### **8 ACKNOWLEDGEMENT & SIGNATURE**

- 1. I understand that I am responsible, and Pacific Premier Trust and its related entities are not responsible, for selecting and reviewing the above investment and for determining the suitability, nature, value, risk, safety and merits of the investment that I authorize Pacific Premier Trust to make for my Account.
- 2. I understand that Pacific Premier Trust is not related to or affiliated with the management or selling agent(s) of the investment(s) that I have directed Pacific Premier Trust to purchase for my account. I acknowledge that Pacific Premier Trust has not reviewed, recommended or commented on the investment merits, risks, suitability or management of the asset(s) I have selected and I authorize Pacific Premier Trust to process this transaction. I therefore agree to release, indemnify, defend, and hold Pacific Premier Trust and its related entities harmless from any claims arising out of making such investment. I also understand and agree that Pacific Premier Trust and its related entities 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 (i.e., tax bills, insurance premiums, homeowner's association payments and utility bills) will automatically be paid from my account. 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 the funds are not available, I will be responsible for any interest or penalties incurred. Invoices for non-routine expenses (i.e., repairs and improvements) require specific Account Owner authorization prior to payment from the account.
- 5. I have consulted my own attorney and hereby represent that Pacific Premier Trust may hold title to this property. I hereby represent to Pacific Premier Trust 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 (example: 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 on the Property Management Agreement. Pacific Premier Trust 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.
- 8. I acknowledge that this investment is not insured by the FDIC, is not an obligation of or guaranteed by Pacific Premier Trust and is subject to risk, including the possible loss of principal.
- 9. I agree that this Real Estate Investment Authorization is further subject to all the terms and conditions of the Custodial Agreement.
- 10. I understand that I must provide a real estate appraisal 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.

	ACCOUNT OWNER SIGNATURE			DATE (REQUIRED)
PROPE	ERTY ADDRESS			
TOTAL	PURCHASE AMOUNT	PHONE NO.	EMAIL	

Pacific Premier Trust performs the duties of an independent custodian of assets for self-directed individual and business retirement accounts and does not provide investment advice, sell investments or offer any tax or legal advice. Clients or potential clients are advised to perform their own due diligence in choosing any investment opportunity as well as selecting any professional to assist them with an investment opportunity.

NON-DEPOSIT INVESTMENT PRODUCTS ARE NOT INSURED BY THE FDIC; ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, THE BANK OR ANY OF ITS DIVISIONS; AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

Upload forms to:

Fax to: 303-614-7038

Send mail to:

For express deliveries:

Questions?

www.PacificPremierTrust.com/upload

Pacific Premier Trust Processing Center P.O. Box 173859 Denver, CO 80217-3859 Pacific Premier Trust
Processing Center
1560 Broadway, Suite 400
Denver, CO 80202-3331

Call 800-962-4238

## Property Management Agreement



Note: This form is not required if you are providing your own Property Management Agreement.

Toll Free: 800-962-4238

			www.PacificPremierTrust.com
1. PROPERTY ADDRESS			
Street Address:			
City:	County:	State	Postal Code:
2. PROPERTY MANAGER I	NFORMATION		
Property Manager Company:			
Street Address:			
			Postal Code:
Phone:	Email Address:		
3. RECITALS & AGREEME	NT		
acknowledges that Pacific Preminas sole responsibility, and not Pand PM agree that Pacific Preminators is not responsible for any of Account Owner hereby designate	ee that he/she is the PM of the Accour er Trust has not advised he/she with re facific Premier Trust, for the selection, er Trust has a limited role in its capacif f the Property Manager's duties or for es the individual or entity identified abor and Property Manager, agree to and	espect to the selection of a Prop retention, termination and monit ty as the Plan's directed custodia the enforcement of this agreeme ove as Property Manager for the	erty Manager, and agrees that he/she oring of the PM. The Account Owner an and hereby agree that Pacific Premie ent.
The Property Manager is a	a third party to this transaction (i.e., no	it the Account Owner or renter).	
<ul> <li>A spouse or other disqualit</li> </ul>	fied person, appointed as Property Ma	anager, will not be compensated	for managing the property.
The Property Manager agr	ees to comply with all local, state and	federal property management la	aws while acting as Property Manager.
The Property Manager will	send all payments received to Pacific	Premier Trust for deposit into A	ccount Owner's retirement plan.
from renters and any funds	retain records for all parties. Records s dispersed by the Property Manager or Manager will provide a full accounting	to cover expenses), bank statem	ents, and rental/lease agreements.
	provide notification to Pacific Premier ct a default and coordinate eviction pr		e event of default by a renter, and take a oved by the Account Owner.
The Property Manager will	contact billing parties to ensure bills a	are forwarded to the address of t	he Property Manager.
The Property Manager will	ensure all expenses related to the pro-	operty are paid according to the	percentage of ownership.
Pacific Premier Trust reser	rves the right to require supporting doo	cumentation for any request.	
Property Manager Signature	•		Date (required)
Account Owner Signature			Date (required)
Account Owner Name (Print	t):	Account N	o:
Upload forms to:	Send mail to:	For express deliveries:	Questions?

Denver, CO 80217-3859

Denver, CO 80202-3308

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Pacific Premier Trust

1560 Broadway, Suite 400

**Processing Center** 

Pacific Premier Trust

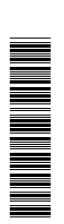
**Processing Center** 

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# Earnest Money Deposit Request

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**Use this form** to provide instructions for initiating earnest money deposits from your IRA. Please refer to the instructions and acknowledgments on the next page of this form. The following documents should be submitted with these forms:

- Real Estate Investment Authorization Form
- Purchase Contract

1. PURCHASE CONTRACT		
Buyer's name on Purchase Contract should read:		
Pacific Premier Trust, Custodian, FBO – ((	Client Name)	————— IRA%.
a FUNDING INCTRUCTIONS		
2. FUNDING INSTRUCTIONS		
I hereby instruct Pacific Premier Trust to issue a c	check/wire for earnest money in the amount of \$	<del>.</del>
The above requested amount is to be held in escr		
	Property Addre	ess
Payee Name		
Street Address		
City	State	Postal Code
Select one of the following funding options:		
Check		
☐ Wire ☐ ACH* (please complete wire/AC	CH instructions below or attach to this form)	
Bank Name	ABA No.	
Bank Account Name	Bank Account No.	
Ref. No.		
*ACH instructions may differ from wire instructions. Plea	ise contact the receiving bank to verify, as incorrect instru	ctions may cause a 2-3 day delay
in delivery.		
3. DOCUMENT FORWARDING INSTRUC	TIONS	
□		
Use the address provided in the Funding Ins		
Use other contact and address information o	on the next page	
Recipient's Name		
0		
Street Address		
City		Postal Code
CILV	State	POSTAL CODE



Regular Mail Overnight (charge my Pacific Premier Trust Account) Overnight (use pre-addressed air bill, included) Overnight (send via 3rd party billing) Account No::	Select shipping method:	
Overnight (use pre-addressed air bill, included) Overnight (send via 3rd party billing) Account No.: FedEx UPS *If no box is selected, default will be to overnight documents at the client's expense. Please refer to your fee schedule for details.  4. ACKNOWLEDGMENTS I understand said property has not yet been deemed administratively feasible by Pacific Premier Trust and its purchase is subject to that determination. I further understand: • Earnest money must be sent from the retirement plan for the portion of the property listed above to be held in the retirement plan. • Any funds not used toward the purchase of property must be returned to my retirement plan. • Any income generated by the property must be received by the retirement plan and any expenses incurred from the property must be paid for by the retirement plan. • All sale proceeds from the property must be returned directly to the retirement plan. • If you do not provide a value annually, we may obtain one and charge your Pacific Premier Trust account.  Date (required)	Regular Mail	
Overnight (send via 3rd party billing) Account No.: FedEx UPS  *If no box is selected, default will be to overnight documents at the client's expense. Please refer to your fee schedule for details.  4. ACKNOWLEDGMENTS  I understand said property has not yet been deemed administratively feasible by Pacific Premier Trust and its purchase is subject to that determination. I further understand:  Earnest money must be sent from the retirement plan for the portion of the property listed above to be held in the retirement plan.  Any funds not used toward the purchase of property must be returned to my retirement plan.  Any income generated by the property must be received by the retirement plan and any expenses incurred from the property must be paid for by the retirement plan.  All sale proceeds from the property must be returned directly to the retirement plan.  If you do not provide a value annually, we may obtain one and charge your Pacific Premier Trust account.	Overnight (charge my Pacific Premier Trust Account)	
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If you do not provide a value annually, we may obtain one and charge your Pacific Premier Trust account.  Account Owner Signature  Date (required)		from the property must be paid
Account Owner Signature Date (required)	All sale proceeds from the property must be returned directly to the retirement plan.	
	• If you do not provide a value annually, we may obtain one and charge your Pacific Premier Trust account.	
Account Owner Name (Print): Account No:	Account Owner Signature	Date (required)
	Account Owner Name (Print): Account No:	

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For express deliveries: Pacific Premier Trust Processing Center 1560 Broadway, Suite 400 Denver, CO 80202-3331 Questions?

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